



**North Liberty City Council
Regular Session
March 23, 2021**



City Administrator Memo



To **Mayor and City Council**
From **Ryan Heiar, City Administrator**
Date **March 18, 2021**
Re **City Council Agenda March 23, 2021**

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 (03/09/21)
- Claims
- February Revenues
- February Treasurer’s Report
- Liquor License Renewal, Quail Creek Golf Course
- Pay Application #3, Ranshaw House Phase 2 Project, Wolfe Contracting Inc., \$39,781.25
- Pay Application #7, Southwest Growth Area Utilities Project, Boomerang Corporation, \$242,448.16
- Pay Application #16, Police Station Project, Tricon General Construction, \$15,754.80
- Pay Application #17, Police Station Project, Tricon General Construction, \$55,466.20

Meetings & Events

Tuesday, Mar 23 at 6:30p.m.
City Council

Friday, Apr 2
Good Friday – City Offices
Closed

Monday, Apr 5 at 6:00p.m.
Communications Commission

Tuesday Apr 6 at 6:30p.m.
Planning Commission

Thursday, Apr 8 at 7:00p.m.
Parks & Recreation Commission

Tuesday, Apr 13 at 6:30p.m.
City Council

Monday, Apr 19 at 4:00 p.m.
Joint Meeting

Dubuque Street, Phase One Compensation Estimates

At its March 9th session, the Council approved the use of compensation estimates in lieu of formal appraisals for the acquisition of certain property interests which are necessary for the Dubuque Street Phase One Project, and which are relatively minor or uncomplicated. The next step in this process is consideration of a resolution that establishes just compensation for each parcel and authorizes the City Attorney to begin negotiations for their acquisition. The valuation of each parcel is based on the zoning classification of each parcel, the type of property interest to be acquired, and the value per square foot of nearby properties which were appraised for the same project. Staff recommends approval of the resolution.

Greenbelt Trail Rezoning, 3rd Reading

Greenbelt Trail II, LLC is requesting a zoning map amendment to allow 66.84 acres – west of North Liberty Road and east of the Arlington Ridge Subdivision – to be developed with approximately 150 single-family dwellings and related infrastructure. The request is consistent with the Comprehensive Plan Future Land Use designation, which is Residential. It is staff's opinion that the RS-6 zoning is compatible with surrounding properties as a portion of Arlington Ridge subdivision to the west and all of Greenbelt Trail – Part One to the south are zoned RS-6. The Planning Commission recommended approval of the request at its February 2, 2021 meeting. Notably, one Commissioner expressed a concern with the RS-6 zoning as it allows for smaller lot sizes than RS-4 zoning. Staff noted that the draft preliminary plat depicts most lots exceeding the RS-6 lot size requirements. However, since all lots do not meet RS-4 lot size requirements, the developer selected the RS-6 zoning. Staff recommends approval of the zoning change request.

Greenbelt Trail Preliminary Plat, Parts 2-7

Greenbelt Trail II, LLC is requesting preliminary plat approval to allow 59.48 acres – west of North Liberty Road and east of the Arlington Ridge Subdivision – to be developed with 130 single-family dwellings and related infrastructure. The companion request to rezone the property to RS-6 is on the agenda for third consideration. Notably, the preliminary plat excludes 7.36 acres of the Greenbelt Trail property adjacent to North Liberty Road. This is due to a forthcoming rezoning request to RD-10-Two Unit Residence District. A good neighbor meeting was held on December 29, 2020 to discuss the rezoning and preliminary plat. The virtual meeting was very well attended, mostly by residents of the Arlington Ridge Subdivision. Topics of discussion included subdivision layout, development phasing, subdivision covenants, traffic calming and deterring construction traffic. Most of the concerns were answered at the meeting and staff worked with the developer's design team to incorporate traffic calming measures within the subdivision. The Planning Commission unanimously recommended approval of the request at its March 2, 2021 meeting. One Commissioner expressed a preference for the wide trail to be incorporated into the storm water detention area. As discussed at the meeting, it was not feasible to incorporate the trail into the detention area based on how that area functions as a storm water management facility. It is staff's opinion that the preliminary plat meets Ordinance requirements, and therefore, warrants and is recommended for approval.

Red Fern Dog Park Rezoning, 3rd Reading

This is a staff initiated zoning map amendment for the 11.04 acre dog park, located on North Liberty Road. This is a clean-up of the zoning map as the property is already developed as a park and the Comprehensive Plan Future Land Use designation is Parks and Recreation. The Planning Commission unanimously recommended approval of the request at its February 2, 2021 meeting. Staff recommends approval of the zoning change as well.

Zoning Code (Signs) Ordinance Amendment, 3rd Reading

This is a staff-initiated amendment to specific elements of the Sign Ordinance, which are generally more permissive in nature. Changes include amending directional signs to meet contemporary practices and specifying when a permit is not required, relocating the window sign text to a more appropriate section and providing for real estate signs to be for one size (as opposed to a sliding scale) depending on the zoning district. Notably, staff is proposing to remove the regulation which allows real estate signs to be placed in the right-of-way on a temporary basis. The zoning ordinance is not intended to regulate uses in the right-of-way and the precedent of allowing any private sign in the right-of-way is concerning. The last change includes amending construction activity signs to meet contemporary practices and specifying that a permit is not required. The Planning Commission unanimously recommended approval of the request at its February 2, 2021 meeting. Staff recommends approval of the zoning change as well.

Dog Park Membership Ordinance, 3rd Reading

This ordinance establishes that as of June 1, 2021, memberships are required for use of the Red Fern Dog Park (and any future designated off-leash areas) and sets forth

Residency	Spayed or Neutered	Cost of Annual Dog Park Membership	Cost of Annual Pet Licensing	Total Cost
North Liberty Resident	Yes	\$50	\$2 Required to possess pet license in North Liberty.	\$52
	No	\$50	\$25 Required to possess pet license in North Liberty.	\$75
Not a North Liberty Resident	NA	\$57	Contact your municipality for more information	\$57

requirements for those memberships. The ordinance allows for the City to establish a fee structure for memberships by resolution and provides basic rules for conduct to ensure public safety. Staff will bring forward a resolution with the above proposed rates at the April 13th Council meeting.

Centennial Park Road Project

The agenda includes a design proposal from Shive Hattery for the Centennial Park Road Project, which is slated for the FY22 budget year. With North Liberty Blues and BBQ canceled this year, staff is recommending expediting the project so that it can be completed prior to and without interference with the 2022 event. Shive Hattery has agreed to delay billing until July so that no costs will be paid until FY22. The total project cost is estimated at \$667k, with \$84k for design. Staff recommends approval of the proposal, so this project can begin immediately.

Forevergreen Road Trail Reconstruction Project

The Forevergreen Road Trail Reconstruction Project, also an FY22 project, consists of removing and replacing an existing piece of the Forevergreen Road Trail, just west of Keystone Place, in order to remedy a low-lying, unsafe piece of the trail. Again, staff is proposing to expedite this project with the intent to have it completed prior to the end of the year. And again, Shive Hattery has agreed to delay billing until July so that expenses remain in FY22. The anticipated project cost is \$147k, with \$20k for design. Staff recommends approval of the proposal.

IDOT Maintenance Agreement

This is a standard agreement that the IDOT asked communities across the state who have state owned highways and bridges within their community to approve. The agreement outlines the maintenance and repair responsibilities of the IDOT as well as of the City. The City Attorney and Street Superintendent have reviewed this agreement and staff recommends approval.

Utility Franchise Fee

Over the last couple of years, the City Council has had discussions about implementing a franchise fee. Most recently, the City Council identified as a priority, making a decision about a franchise fee, in its 2020 Strategic Planning Session. To help facilitate this discussion and decision, the packet includes the following documents:

1. A draft ordinance amendment, revising the franchise fee language in three different chapters of the Code.
2. A draft Revenue Purpose Statement, identifying parks and trails projects as those eligible for the use of franchise fee funds.
3. A document identifying the cities in Iowa that currently utilize a gas and/or electric franchise fee and the respective rates for each.
4. A spreadsheet outlining revenue projections (1%-2%) if NL were to adopt a

franchise fee and sample data as to how the fee would impact a specific household.

5. A spreadsheet summarizing the parks and trails projects in the FY22-FY26 CIP, including anticipated project costs.



Agenda

City Council
March 23, 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 youtube.com/c/northliberty. You can also attend by phone; call 1 (312) 626 6799 with a touch-tone phone and enter the meeting ID 889 3221 1993 and meeting password 528160366. 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, March 9, 2021
 - B. Claims
 - C. February Revenues
 - D. February Treasurer Report
 - E. Ranshaw House Phase 2, Pay Application Number 3, Wolfe Contracting, Inc., \$39,781.25
 - F. SW Growth Area Water and Sewer Extensions, Pay Application Number 7, Boomerang Corporation, \$242,448.16
 - G. Police Department Project, Pay Application Number 16, Tricon General Construction, \$15,754.80
 - H. Police Department Project, Pay Application Number 17, Tricon General Construction, \$55,466.20
 - I. Liquor License Renewal, Quail Creek Golf Course
5. City Engineer Report

6. City Administrator Report
7. Mayor Report
 - A. Child Abuse Prevention Month Proclamation
8. Dubuque Street Project
 - A. Resolution Number 2021-22, A Resolution establishing just compensation for acquisition of certain real property for the Dubuque Street Phase One Improvement Project
9. Greenbelt Trail II LLC Rezoning
 - A. Third consideration and adoption of Ordinance Number 2021-01, An Ordinance amending Chapter 167 of the North Liberty Code of Ordinances by amending the use regulations on property located on the west side of North Liberty Road approximately 225 feet north of Salm Drive and also being east of the Arlington Ridge Subdivision located in North Liberty, Iowa to those set forth in the Municipal Code for the RS-6 Single-Unit Residence District
10. Greenbelt Trail Preliminary Plat
 - A. Staff and Commission recommendations
 - B. Applicant Presentation
 - C. Resolution Number 2021-23, A Resolution approving the Preliminary Plat of Greenbelt Trail Parts Two through Seven, North Liberty, Iowa
11. Dog Park Rezoning
 - A. Third consideration and adoption of Ordinance Number 2021-02, An Ordinance amending Chapter 167 of the North Liberty Code of Ordinances by amending the use regulations on property located on the east side of North Liberty Road approximately .35 miles north of Oak Lane NE located in North Liberty, Iowa to those set forth in the Municipal Code for the P Public Use District
12. Zoning Code – Sign Regulations Amendment
 - A. Third Consideration and adoption of Ordinance Number 2021-03, An Ordinance amending Chapter 173 Code of Ordinances of North Liberty, Iowa, entitled “Zoning Code-Sign Regulations” by amending several sections in Chapter 173 related to exempt signs, specific sign regulations and temporary signs and by deleting Section 173.09 entitled “Signs in the Commercial Recreational Vehicle District”

13. Dog Park Membership Ordinance
 - A. Third Consideration and adoption of Ordinance Number 2021-04, An Ordinance amending the Code of Ordinances of the City of North Liberty, Iowa updating portions of the Animal Control Code and Park Regulations concerning membership for and use of Dog Parks and Off-Leash Areas

14. Centennial Park Project
 - A. Resolution Number 2021-24, A Resolution approving the Services Agreement between the City of North Liberty and Shive-Hattery, Inc. for the Centennial Park Loop Drive Improvements Project

15. Forevergreen Road Trail Project
 - A. Resolution Number 2021-25, A Resolution approving the Services Agreement between the City of North Liberty and Shive-Hattery, Inc. for the Forevergreen Road Trail Improvements Project

16. Iowa DOT Agreement
 - A. Resolution Number 2021-26, A Resolution approving the Agreement for Maintenance and Repair of Primary Roads between the City of North Liberty and the Iowa Department of Transportation

17. Franchise Fees
 - A. Discussion on potential Franchise Fees

18. Old Business

19. New Business

20. Adjournment



Consent Agenda



City Council
March 9, 2021
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 March 9, 2021 Regular Session of the North Liberty City Council to order at 6:30 p.m. Councilors present: RaQuishia Harrington, Annie Pollock, Brent Smith, and Brian Wayson; absent – Chris Hoffman.

Others present: Ryan Heiar, Tracey Mulcahey, Grant Lientz, Ryan Rusnak, Kevin Trom, Shelly Simpson, Ted Krausman, Kelly Beckler, Jake Evans, Scott Hardwick, Loren Hoffman 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

Smith moved, Harrington seconded to approve the Consent Agenda including the City Council Minutes, Regular Session, February 23, 2021; the attached list of Claims; Liquor License Renewal, Panchero's Mexican Grill; Liquor License Renewal, Jalapeno Mexican Restaurant; SW Growth Area Water and Sewer Extensions, Boomerang Corporation, Pay Application Number 6, \$127,333.25; St. Andrews Drive Project, Metro Pavers, Inc., Pay Application Number 10, \$11,000; and St. Andrews Drive Project completion and acceptance. The vote was all ayes. Consent Agenda approved.

City Engineer Report

City Engineer Trom reported that the contractor on the SW Growth Utilities project is making progress. The contractor has requested an extension due to derecho and weather conditions. The Ranshaw House renovations contractor is back on site working on windows, ramp and permeable pavers. Shive-Hattery continues to work on City Hall planning with site plan and floor plan options.

City Administrator Report

City Administrator Heiar reported that forty-one accounts have submitted forms that they believe they are eligible for the Utility/Rent Assistance Program. The Affordable Housing Coalition is working to help applicants complete the application. North Liberty Library staff is prepared to help as well. Neighborhood Ambassadors will be used for language skills. The City has 102 payment agreements with customers. Heiar reminded all to check out iowafinance.com to look for the

Utility/Rent Assistance Program that is coming soon. The Neighborhood Ambassador Program continues to onboard and recruit additional members. Ambassadors are doing surveys in their neighborhoods to create benchmarks for going forward. Heiar reminded Council that there are Friday Facebook events on public projects every Friday at noon on Facebook. The events are recorded for future watching. Over twenty attendees attended the live event last week.

Mayor Report

Mayor Donahue proclaimed March 22-26 as March for Meals on Wheels week.

FY 2021-2022 Budget

At 6:40 p.m., Mayor Donahue opened the public hearing regarding the budget for the upcoming fiscal year, FY 2022, July 1, 2021 – June 30, 2022 for certain levies. No oral or written comments were received. The public hearing was closed.

Harrington moved, Wayson seconded to approve Resolution Number 2021-16, A Resolution adopting the Annual Budget and Capital Improvements Plan for the Fiscal Year ending June 30, 2022 for the City of North Liberty, Iowa. After discussion, the vote was: ayes – Smith, Pollock, Harrington, Wayson; nays – none; absent – Hoffman. Motion carried.

Tree/Stormwater Board

Pollock moved, Smith seconded to affirm the appointment of Doris Vaske to the Tree/Stormwater Board. The vote was all ayes.

Conditional Use – Colony Property

Rusnak presented information on the application. Scott Hardwick, the applicant, was present and offered additional information on the application. Wayson moved, Pollock seconded to recommend approval of the application. The vote was all ayes. Motion carried.

Corridor Commercial Development Company Site Plan

Rusnak reported that staff and Commission recommended approval.

Kelly Beckler, MMS Consultants, and Jake Evans, builder, were present on behalf of the applicant and offered to answer questions. Council discussed the application with the applicant's representatives.

Harrington moved, Pollock seconded to approve Resolution Number 2021-17, A Resolution approving the Development Site Plan for 1750 Jordan Street (Medical Spa and Salon), North Liberty, Iowa. The vote was: ayes – Smith, Harrington, Wayson, Pollock; nays -none; absent – Hoffman. Motion carried.

Pool Heater Replacement

Ted Krausman, Shive Hattery, and Shelly Simpson, Recreation Director, were present for the discussion. Heiar presented information on the project. Council discussed the replacement of the pool heater with staff.

Wayson moved, Harrington seconded to approve Resolution Number 2021-18, A Resolution approving the Services Agreement between the City of North Liberty and Shive-Hattery, Inc. for the Aquatic Center Pool Water Heater Replacement Project. The vote was: ayes – Wayson, Harrington, Pollock, Smith; nays – none; absent – Hoffman. Motion carried.

Ranshaw Way, Phase 5

Lientz presented information on the resolution. Smith moved, Harrington seconded to approve Resolution Number 2021-19, A Resolution approving the purchase of Permanent and Temporary Easements from various property owners adjacent to Ranshaw Way for the Ranshaw Way Phase 5 Project. After discussion, the vote was: ayes – Pollock, Harrington, Wayson, Smith; nays – none; absent – Hoffman. Motion carried.

Dubuque Street Project

Lientz presented information regarding the resolutions. Harrington moved, Pollock seconded to approve Resolution Number 2021-20, A Resolution authorizing the establishment of compensation estimates for the Dubuque Street Phase 1 Improvement Project. The vote was: ayes – Harrington, Wayson, Pollock, Smith; nays – none; absent – Hoffman. Motion carried.

Lientz presented information on this resolution. Wayson moved, Pollock seconded to approve Resolution Number 2021-21, A Resolution establishing fair market value and just compensation for the acquisition of certain properties for the Dubuque Street Phase 1 Improvement Project. The vote was: ayes- Smith, Harrington, Wayson, Pollock; nays – none; absent – Hoffman. Motion carried.

Greenbelt Trail II LLC Rezoning

Heiar presented additional information on the ordinance. Smith moved, Harrington seconded to approve the second consideration of Ordinance Number 2021-01, An Ordinance amending Chapter 167 of the North Liberty Code of Ordinances by amending the use regulations on property located on the west side of North Liberty Road approximately 225 feet north of Salm Drive and also being east of the Arlington Ridge Subdivision located in North Liberty, Iowa to those set forth in the Municipal Code for the RS-6 Single-Unit Residence District. After discussion, the vote was: ayes – Harrington, Pollock, Wayson, Smith; nays – none; absent – Hoffman. Motion carried.

Dog Park Rezoning

Harrington moved, Wayson seconded to approve the second consideration of Ordinance Number 2021-02, An Ordinance amending Chapter 167 of the North Liberty Code of Ordinances by amending the use regulations on property located on the east side of North Liberty Road approximately .35 miles north of Oak Lane NE located in North Liberty, Iowa to those set forth in the Municipal Code for the P Public Use District. The vote was: ayes – Wayson, Smith, Pollock, Harrington; nays – none; absent – Hoffman. Motion carried.

Zoning Code – Sign Regulations Amendment

Pollock moved, Smith seconded to approve the second Consideration of Ordinance Number 2021-03, An Ordinance amending Chapter 173 Code of Ordinances of North Liberty, Iowa, entitled “Zoning Code-Sign Regulations” by amending several sections in Chapter 173 related to exempt signs, specific sign regulations and temporary signs and by deleting Section 173.09 entitled “Signs in the Commercial Recreational Vehicle District.” The vote was: ayes – Smith, Harrington, Pollock, Wayson; nays – none; absent – Hoffman. Motion carried.

Dog Park Membership Ordinance

Harrington moved, Wayson seconded to approve the second Consideration of Ordinance Number 2021-04, An Ordinance amending the Code of Ordinances of the City of North Liberty, Iowa updating portions of the Animal Control Code and Park Regulations concerning membership for and use of Dog Parks and Off-Leash Areas. The vote was: ayes – Smith, Pollock, Harrington, Wayson; nays – none; absent – Hoffman. Motion carried.

Franchise Fees

Heiar presented information on the potential of the City having franchise fees. Council discussed the potential adoption of Franchise Fees. The consensus was to move ahead with a franchise fee dedicated to parks. Councilor Hoffman joined at 7:35 p.m.

Old Business

No old business was presented.

New Business

Councilor Smith thanked Street Superintendent Pentecost for prompt pothole repair.

Adjournment

Mayor Donahue adjourned the meeting at 7:57 p.m.

CITY OF NORTH LIBERTY

By: _____
Terry L. Donahue, Mayor

Attest: _____
Tracey Mulcahey, City Clerk

	MONTH-TO-DATE BALANCE	YEAR-TO-DATE BALANCE
010-GENERAL FUND	352,830.67	7,065,772.30
011-FIRE EQUIPMENT CAPITA	100.00	3,111.00
012-LIBRARY CAPITAL FUND	807.01	6,234.99
013-RECREATION CAPITAL FU	0.00	300.00
014-POLICE CAPITAL FUND	460.00	4,245.00
015-TRANSPORTATION IMPACT	0.00	298,841.23
016-STORMWATER CAPITAL	0.00	0.00
017-TREE PROGRAM	0.00	1,000.00
018-PARK CAPITAL FUND	0.00	235,147.18
019-YOUTH SPORTS SCHOLARS	0.00	1,424.28
020-EQUIPMENT REVOLVING	0.00	41,114.00
021-TELECOMMUNICATIONS EQ	0.00	0.00
022-LIBRARY TAG	0.00	0.00
023-LIBRARY ENDOWMENT	0.00	0.00
024-DRUG TASK FORCE	3.89	546.94
025-POLICE SEIZED FUNDS	0.00	2,347.00
026-HOTEL/MOTEL TAX	0.00	34,445.95
060-ROAD USE TAX FUND	159,939.35	1,743,346.64
061-STREET CAPITAL PROJEC	953.70	2,142,603.85
062-IJOBS STREETS	0.00	0.00
090-TIF FUND	21,710.26	3,195,626.14
110-DEBT SERVICE FUND	5,914.51	610,714.32
210-TRUST AND AGENCY	11,123.67	1,033,421.50
280-CUSTOMER DEPOSITS	5,720.00	102,521.00
310-COMMUNITY CENTER II C	0.00	0.00
311-FRONT STREET RECONSTR	0.00	0.00
312-CHERRY STREET RECONST	0.00	0.00
313-TIF PROJECTS	108.11	745.73
314-ENTRYWAY DEVELOPMENT	0.00	0.00
315-HIGHWAY 965 IMPROVEME	0.00	3,778,477.54
316-COMMUNITY CENTER PHAS	0.00	0.00
317-TRAIL PROJECTS	0.00	655,402.35
318-EC DEVELOPMENT PROJEC	0.00	0.00
319-PENN STREET IMPROVEME	0.00	0.00
320-LIBERTY CENTER PROJEC	0.00	0.00
321-LAND/FACILITIES	0.00	2,893,028.02
322-LIBRARY BUILDING FUND	0.24	2.93
323-LIBERTY CENTRE BLUES/	0.00	0.00
324-RANSHAW HOUSE PROJECT	0.00	0.00
510-WATER FUND	344,956.92	2,831,379.21
511-WATER CAPITAL RESERVE	16,666.67	159,012.09
512-WATER SINKING FUND	170,675.42	1,365,403.36
513-WATER BOND RESERVE	0.00	0.00
514-WATER CAPITAL PROJECT	0.00	126,088.68
520-SEWER FUND	404,599.69	3,322,061.91
521-SEWER CAPITAL RESERVE	53,868.58	530,235.23
522-SEWER SINKING FUND	183,862.08	1,405,896.64
523-WASTEWATER TREATMENT	0.00	0.00
524-SEWER TRUNK AND I&I	0.00	855,284.28
525-SEWER DEBT SERVICE RE	0.00	0.00
530-STORMWATER MANAGEMENT	18,159.62	157,188.94
532-STORMWATER SINKING FU	0.00	0.00
GRAND TOTAL REVENUE	1,752,460.39	34,602,970.23

**CITY OF NORTH LIBERTY
TREASURER'S REPORT
February 2021**

FUNDS	BALANCE FORWARD 2/1/2021	REVENUE	EXPENSE	BALANCE ENDING 2/28/2021
GENERAL	8,253,391.09	347,416.17	986,092.77	7,614,714.49
SPECIAL REVENUE	8,497,487.32	192,773.28	149,195.08	8,541,065.52
DEBT SERVICE	1,352,879.80	5,914.51	0.00	1,358,794.31
CAPITAL PROJECTS	-6,452,847.47	1,062.05	353,548.72	-6,805,334.14
WATER ENTERPRISE	4,715,702.05	542,202.84	355,494.88	4,902,410.01
WASTEWATER ENTERPRISE	6,269,602.82	641,497.15	868,655.41	6,042,444.56
STORM WATER ENTERPRISE	228,572.55	17,773.75	10,089.37	236,256.93
TOTAL	22,864,788.16	1,748,639.75	2,723,076.23	21,890,351.68

Wolfe Contracting, Inc
Pay Application

Customer:	Shive-Hattery Inc. 2839 Northgate Dr Iowa City, IA 52245	Project:	Ranshaw House Phase 2
		Contract #	
		Application #:	3
		Application Date	3/1/2021
Contractor:	Wolfe Contracting, Inc 2200 Grandview Avenue Muscatine, IA 52761	Period To:	12/1/2020 - 3/1/2021
		Contract Date:	9/30/2020
		WCI Project No:	1420

Contractor's Application For Payment

1. Original Contract Sum:	\$	420,000.00
2. Net change by Change Orders:	\$	(24,769.08)
3. Contract Sum to Date:	\$	395,230.92
4. Total Completed & Stored to Date:	\$	257,530.31
5. Retainage:	\$	12,876.52
a. 5% of Completed Work:	\$	11,222.77
b. 5% of Stored Material:	\$	1,653.75
6. Total Earned Less Retainage:	\$	244,653.79
7. Less Previous Certificate for Payment:	\$	204,872.54
8. Current Payment Due:	\$	39,781.25
9. Balance to Finish, Including Retainage:	\$	137,700.61

Change Order Summary	Additions	Deductions
CAR 1	\$ -	\$ 32,325.81
CAR 2	\$ 4,532.21	\$ -
CAR 3	\$ 3,024.52	\$ -
CAR 4	\$ -	\$ -
CAR 5	\$ -	\$ -
CAR 6	\$ -	\$ -
CAR 7	\$ -	\$ -
CAR 8	\$ -	\$ -
CAR 9	\$ -	\$ -
CAR 9	\$ -	\$ -
CAR 10	\$ -	\$ -
TOTALS	\$ 7,556.73	\$ 32,325.81
NET CHANGES by Change Orders	\$	(24,769.08)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificate for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.



Contractor: Rusty Wolfe Date: 3/1/2021
 By: Rusty Wolfe
 State of: IOWA
 County of: MUSCATINE
 Subscribed and sworn to before me this day: 3/1/2021
 Notary Public: Kathryn Kemp
 My commission expires: JUNE 4 2021

Architect's Certificate for Payment

In accordance with Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: 39,781.25
 Architect: Tandi Brannaman - Shive-Hattery
 By: Tandi Brannaman Date: 3/7/2021

Continuation Sheet

Based on AIA Document G703

Application No.

Pay App 2

Application Date:

3/1/2021

B	C	D	E	F	G	H	I
Description of Work	Scheduled Value	work	Work Completed This Period	Materials Presently Stored (Not in D or E)	Total Completed and Stored to Date (D+E+F)	Balance to Finish (C-G)	Retainage (If Variable Rate)
		Completed from Previous Application(s) (D=E)					
Mobilization/Bonding	\$ 12,000.00	\$ 12,000.00	\$ -		\$ 12,000.00	\$ -	\$ 600.00
Wolfe Contracting Inc.							
Siding Material	\$ 10,250.00	\$ 6,500.00	\$ -		\$ 6,500.00	\$ 3,750.00	\$ 325.00
Siding Labor	\$ 30,750.00	\$ 10,000.00	\$ -		\$ 10,000.00	\$ 20,750.00	\$ 500.00
Window Material	\$ 14,325.00	\$ -	\$ -	\$ 14,325.00	\$ 14,325.00	\$ -	\$ 716.25
Window Labor	\$ 21,675.00	\$ -	\$ -		\$ -	\$ 21,675.00	\$ -
Interior finishes material	\$ 26,000.00	\$ 22,500.00	\$ -		\$ 22,500.00	\$ 3,500.00	\$ 1,125.00
Interior finishes labor	\$ 48,000.00	\$ 40,500.00	\$ -		\$ 40,500.00	\$ 7,500.00	\$ 2,025.00
Hagerty Earthworks							
Concrete prep & demo	\$ 20,160.00	\$ 20,160.00	\$ -		\$ 20,160.00	\$ -	\$ 1,008.00
Concrete drive/sidewalk/sub base	\$ 58,075.00	\$ 58,075.00	\$ -		\$ 58,075.00	\$ -	\$ 2,903.75
Pavers/sub base	\$ 18,575.00	\$ -	\$ -		\$ -	\$ 18,575.00	\$ -
HDPE Piping	\$ 15,870.00	\$ 15,870.00	\$ -		\$ 15,870.00	\$ -	\$ 793.50
Excavation for basement drainage	\$ 10,500.00	\$ 10,500.00	\$ -		\$ 10,500.00	\$ -	\$ 525.00
ADA Ramp							
Materials	\$ 18,750.00	\$ -	\$ -	\$ 18,750.00	\$ 18,750.00	\$ -	\$ 937.50
Labor	\$ 14,173.00	\$ -	\$ -		\$ -	\$ 14,173.00	\$ -
JR Painting & Decorating							
Labor	\$ 49,000.00	\$ 36,066.13	\$ -		\$ 36,066.13	\$ 12,933.87	\$ 1,803.31
Materials	\$ 36,000.00	\$ 9,884.67	\$ -		\$ 9,884.67	\$ 26,115.33	\$ 494.23
Neumiller Electric							
Labor	\$ 1,325.00	\$ 1,325.00	\$ -		\$ 1,325.00	\$ -	\$ 66.25
Materials	\$ 2,972.00	\$ 2,972.00	\$ -		\$ 2,972.00	\$ -	\$ 148.60
Renoux Flooring							
Labor	\$ 1,300.00	\$ -	\$ -		\$ -	\$ 1,300.00	\$ -
Materials	\$ 1,500.00	\$ -	\$ -		\$ -	\$ 1,500.00	\$ -
Top Shelf							
Labor	\$ 4,500.00	\$ -	\$ 4,500.00		\$ 4,500.00	\$ -	\$ 225.00
Materials	\$ 4,300.00	\$ -	\$ 4,300.00		\$ 4,300.00	\$ -	\$ 215.00
CO # 1	\$ (32,325.81)	\$ (32,325.81)	\$ -		\$ (32,325.81)	\$ -	\$ (1,616.29)
CO # 2	\$ 4,532.21	\$ 1,628.32	\$ -		\$ 1,628.32	\$ 2,903.89	\$ 81.42
CO # 3	\$ 3,024.52	\$ -	\$ -		\$ -	\$ 3,024.52	\$ -
TOTALS	\$ 395,230.92	\$ 215,655.31	\$ 8,800.00	\$ 33,075.00	\$ 257,530.31	\$ 137,700.61	\$ 12,876.52

APPLICATION AND CERTIFICATE FOR PAYMENT
AIA DOCUMENT G702

PAGE ONE OF FOUR PAGES

TO OWNER:
 City of North Liberty
 3 Quail Creek Circle
 North Liberty, IA 52317

PROJECT:
 North Liberty Police Department
 North Liberty, Iowa

APPLICATION NO: 16
APPLICATION DATE: 11/09/20
PERIOD TO: 10/31/20
PROJECT NO: 1713

Distribution to:
 OWNER
 CONSTRUCTION
 MANAGER
 ARCHITECT
 CONTRACTOR
 OTHER
 OTHER

FROM CONTRACTOR:
 Tricon General Construction
 2245 Kerper Blvd, Ste 2
 Dubuque, IA 52001

CONTRACT DATE: 01/08/19

CONTRACT FOR: General Construction

VIA ARCHITECT: Police Facility Design Grp, 500 Grand Blvd, Ste 201A, Kansas City, MO 6410

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

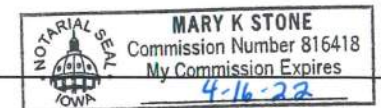
1. ORIGINAL CONTRACT SUM	\$5,567,000.00
2. Net change by Change Orders	(\$688,090.10)
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$4,878,909.90
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$4,790,626.95
5. RETAINAGE:	
a. 5% of Completed Work (Column D + E on G703)	\$239,531.35
b. 5% of Stored Material (Column F on G703)	\$0.00
TOTAL RETAINAGE (Lines 5a + 5b or Total in Column I of G703)	\$239,531.35
6. TOTAL EARNED LESS RETAINAGE	\$4,551,095.60
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$4,535,340.80
8. CURRENT PAYMENT DUE	\$15,754.80
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$327,814.30

CONTRACTOR: Tricon Construction Group

By: Cory Metts Date: 11-09-2020

State of: Iowa County of: Dubuque
 Subscribed and sworn to before me this 9th day of November 2020
 Notary Public:

Mary K. Stone



CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 15,754.80

(Attach explanation if amount certified differs from amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

ARCHITECT

By: AJP Date: 3/9/2021

This Certificate is not negotiable. the AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$39,410.10	\$727,500.20
Total approved this Month		
TOTALS:	\$39,410.10	\$727,500.20
NET CHANGES by Change Order:	(\$688,090.10)	

AIA DOCUMENT G702 APPLICATION AND CERTIFICATE FOR PAYMENT CONSTRUCTION MANAGER ADVISER 1992 EDITION AIA

THE AMERICAN INSTITUTE OF ARCHITECTS, 1745 NEW YORK AVE. N.W. WASHINGTON, DC 20006-5292

Users may obtain validation of this document by requesting of the license a completed AIA Document D401- Certification of Document's Authenticity

APPLICATION AND CERTIFICATE FOR PAYMENT
AIA DOCUMENT G702

PAGE ONE OF FOUR PAGES

TO OWNER:

City of North Liberty
 3 Quail Creek Circle
 North Liberty, IA 52317

PROJECT:

North Liberty Police Department
 North Liberty, Iowa

APPLICATION NO: 17
APPLICATION DATE: 12/28/20
PERIOD TO: 12/28/20
PROJECT NO: 1713

Distribution to:
 OWNER
 CONSTRUCTION
 MANAGER
 ARCHITECT
 CONTRACTOR
 OTHER
 OTHER

FROM CONTRACTOR:

Tricon General Construction
 2245 Kerper Blvd, Ste 2
 Dubuque, IA 52001

CONTRACT DATE: 01/08/19

CONTRACT FOR: General Construction

VIA ARCHITECT: Police Facility Design Grp, 500 Grand Blvd, Ste 201A, Kansas City, MO 6410

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	\$5,567,000.00
2. Net change by Change Orders	(\$688,090.10)
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$4,878,909.90
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$4,849,012.42
5. RETAINAGE:	
a. 5% of Completed Work (Column D + E on G703)	\$242,450.62
b. 5% of Stored Material (Column F on G703)	\$0.00
TOTAL RETAINAGE (Lines 5a + 5b or Total in Column I of G703)	\$242,450.62
6. TOTAL EARNED LESS RETAINAGE	\$4,606,561.80
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$4,551,095.60
8. CURRENT PAYMENT DUE	\$55,466.20
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$272,348.10

CONTRACTOR: Tricon Construction Group

By: *City Note* Date: 12-28-2020

State of: Iowa County of: Dubuque
 Subscribed and sworn to before me this 28th day of
 Notary Public:



CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 55,466.20

(Attach explanation if amount certified differs from amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

ARCHITECT

By: *AKP* Date: 3/9/2021

This Certificate is not negotiable. the AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$39,410.10	\$727,500.20
Total approved this Month		
TOTALS:	\$39,410.10	\$727,500.20
NET CHANGES by Change Order:	(\$688,090.10)	

AIA DOCUMENT G702 APPLICATION AND CERTIFICATE FOR PAYMENT CONSTRUCTION MANAGER ADVISER 1992 EDITION AIA

THE AMERICAN INSTITUTE OF ARCHITECTS, 1745 NEW YORK AVE. N.W. WASHINGTON, DC 20006-5292

Users may obtain validation of this document by requesting of the license a completed AIA Document D401- Certification of Document's Authenticity

Applicant License Application ()

Name of Applicant: <u>T. L. & L. Inc.</u>		
Name of Business (DBA): <u>Quail Creek Golf Course</u>		
Address of Premises: <u>700 Clubhouse Road</u>		
City <u>North Liberty</u>	County: <u>Johnson</u>	Zip: <u>52317</u>
Business	<u>(319) 626-2281</u>	
Mailing	<u>700 Clubhouse Road</u>	
City <u>North Liberty</u>	State <u>IA</u>	Zip: <u>52317</u>

Contact Person

Name Theodore Lewis	
Phone: (319) 626-2281	Email lewis.ted@live.com

Classification Class B Beer (BB) (Includes Wine Coolers)

Term: 8 months

Effective Date: 04/01/2021

Expiration Date: 01/01/1900

Privileges:

- Class B Beer (BB) (Includes Wine Coolers)
- Outdoor Service
- Sunday Sales

Status of Business

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

Ownership

Theodore Lewis

First Name: Theodore **Last Name:** Lewis
City: North Liberty **State:** Iowa **Zip:** 52317
Position: President
% of Ownership: 100.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company: <u>Selective Insurance Company of America</u>	
Policy Effective Date:	Policy Expiration
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective Date	Temp Transfer Expiration Date:



State of Iowa ABD approval statement from the following county department

Legal Name of Applicant: _____

Name of Business (DBA): Quail Creek Golf Course

Address of Business: _____

Business Phone: _____

Email: _____

State of Iowa ABD License #: _____

Johnson County Health Department:

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

Name: James Lacina

Title: Env. Health Manager Date: 3/1/21

Signature:



North Liberty Police Department

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

March 2, 2021

Liquor License Check

Business: Quail Creek Golf Course

700 Club House Road

North Liberty, IA 52317

Owner: Theodore Lewis (DOB: 1955)

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.



Date: 3-15-21

Name of Business: T.L & L INC dba QUAIL CREEK GOLF COURSE

Address: 700 CLUBHOUSE ROAD
NORTH LIBERTY, IA 52317



Fire Inspection Form

SITE	Code Section	Yes	No	
1) Address #s are Posted & Visible	IFC 505.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2) Keys in Knox Box are Current	IFC 506.2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3) Premise is Free of Waste Accumulation	IFC 304.1.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
ASSEMBLY OCCUPANCIES	Code Section	Yes	No	N/A
4) Occupant Load Sign(s) are Posted	IFC 1004.3	<input 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 checked="" type="checkbox"/>	<input type="checkbox"/>	
14) Extension Cords are Not being Used for Permanent Wiring	IFC 605.5	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
15) Surge Protectors are Mounted/Secured and Plugged Directly into an Outlet	IFC 605.4.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
EXIT ACCESS & DOORS	Code Section	Yes	No	
16) Exits are Unobstructed Exit Signs are Illuminated	IFC 1031.2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
17) Corridors & Aisles are Unobstructed	IFC 1003.6	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
18) Exit Doors Open Freely	IFC 1010.1.3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
STORAGE	Code Section	Yes	No	N/A
19) Storage is at least 18" below Sprinkler Heads in Sprinklered Buildings	IFC 315.3.1	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
20) Storage is at least 24" below Ceiling in Non-Sprinklered Buildings	IFC 315.3.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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: TED LEWIS
Signature: Theodore L. Lewis



Mayor Report



PROCLAMATION

Child Abuse Prevention Month APRIL 2021

Whereas, children are vital to North Liberty's future success, prosperity, and quality of life; and

Whereas, all children deserve to have the safe, stable, nurturing homes and communities they need to foster healthy growth and development; and

Whereas, Iowa is leading research efforts to better understand the negative long-term outcomes of child abuse and neglect among adults through the Adverse Childhood Experiences study (ACEs), which shows that poor physical health, mental health, and financial health in adulthood is attributed to adverse experiences in childhood, including abuse and neglect; and

Whereas, research shows that the presence of just one caring relationship in a child's life builds resilience and mitigates negative outcomes, especially in a child with a high ACEs score; and

Whereas, child abuse and neglect is a community responsibility and can be reduced by making sure each family has the support it needs to raise children in a healthy environment; and

Whereas, effective child abuse prevention programs succeed because of partnerships created among the courts, social service agencies, schools, civic organizations, law enforcement agencies, and the business community; and

Whereas, effective youth-serving programs – like those offered by the North Liberty Summer Lunch & Fun Program, North Liberty Library, North Liberty Recreation Department, North Liberty Unity Coalition, and United Action for Youth – offer positive alternatives for young people and encourage youth to develop strong ties to their community; and

Whereas, the North Liberty Mayor and City Council members recognize the need for community awareness of local child abuse prevention efforts and healthy parenting education & support, from organizations like Johnson County Community Partnerships for Protecting Children and Prevent Child Abuse – Johnson County, and encourage families to attend the **Community Cares Resource Fair** on Saturday, April 10, 2021, from 12:00 PM to 2:00 PM in the North Liberty Community Center north parking lot.

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

Child Abuse Prevention Month

in North Liberty, Iowa and call upon citizens, community agencies, medical facilities, and businesses to increase efforts to prevent child abuse, thereby strengthening the community in which we live.

Signed in North Liberty, Iowa, this 23rd day of March, 2021.

Terry L. Donahue, Mayor
City of North Liberty, Iowa



Dubuque Street Project

Resolution No. 2021-22

**ESTABLISHING JUST COMPENSATION FOR
ACQUISITION OF CERTAIN REAL PROPERTY FOR THE
DUBUQUE STREET PHASE ONE IMPROVEMENT
PROJECT**

WHEREAS, the City of North Liberty, Iowa, for the Dubuque Street Phase One Project intends to acquire certain interests ("Properties") in real property owned by:

- A. The Bertha S. Olin Revocable Trust;
- B. Bertha S. Olin and William H. Olin;
- C. Hope Presbyterian Church; and
- D. The Robert C. O'Rear Trust;

Said Properties are more specifically and legally described as follows:

See Attached Exhibits A - D

WHEREAS, Chapter 6B, Code of Iowa, requires that the City of North Liberty, Iowa must make a good-faith effort to negotiate with the above property owners to purchase the necessary interests in their respective Properties before proceeding with condemnation;

WHEREAS, the City of North Liberty, Iowa may not make an offer to purchase an interest in real property which is less than the fair market value the City of North Liberty, Iowa has established;

WHEREAS, the City Council of the City of North Liberty, Iowa, has approved the use of compensation estimates in lieu of full appraisals for those properties within the Dubuque Street Phase One Project which contemplate only the acquisition of temporary construction easements or drainage easements;

WHEREAS, the City of North Liberty, Iowa now desires to establish just compensation values for the acquisition of the necessary portions of the above Properties.

NOW, THEREFORE, BE IT RESOLVED BY THE OF THE CITY OF NORTH LIBERTY, IOWA, AS FOLLOWS:

1. Just compensation for the acquisition of a temporary construction easement over and across the property owned by the Bertha S. Olin Revocable Trust is hereby established to be \$650.00. The City Attorney is hereby directed to commence negotiations with the trustees of the Bertha S. Olin Revocable Trust for the purchase of the temporary property rights needed for the Dubuque Street Phase One Project based on said just amount, and to initiate condemnation procedures if such negotiations are not successful.
2. Just compensation for the acquisition of a temporary construction easement over and across the property owned by Bertha S. Olin and William H. Olin is hereby established to be \$650.00. The City Attorney is hereby directed to commence negotiations with Bertha S. Olin and William H. Olin, for the purchase of the temporary property rights needed for the Dubuque Street Phase One Project based on said amount, and to initiate condemnation procedures if such negotiations are not successful.
3. Just compensation for the acquisition of a temporary construction easement over and across the property owned by the Hope Presbyterian Church is hereby established to be \$1,200.00. The City Attorney is hereby directed to commence negotiations with the Hope Presbyterian Church for the purchase of the temporary property rights needed for the Dubuque Street Phase One Project based on said amount, and to initiate condemnation procedures if such negotiations are not successful.
4. Just compensation for the acquisition of temporary construction and permanent drainage easements over and across the property owned by the Robert C. O'Rear Trust is hereby established to be \$7,500.00. The City Attorney is hereby directed to commence negotiations with the trustees of the Robert C. O'Rear Trust for the purchase of the temporary property rights needed for the Dubuque Street Phase One Project based on said amount, and to initiate condemnation procedures if such negotiations are not successful.

APPROVED AND ADOPTED this 23rd day of March, 2021.

CITY OF NORTH LIBERTY:

Terry L. Donahue, Mayor

ATTEST:

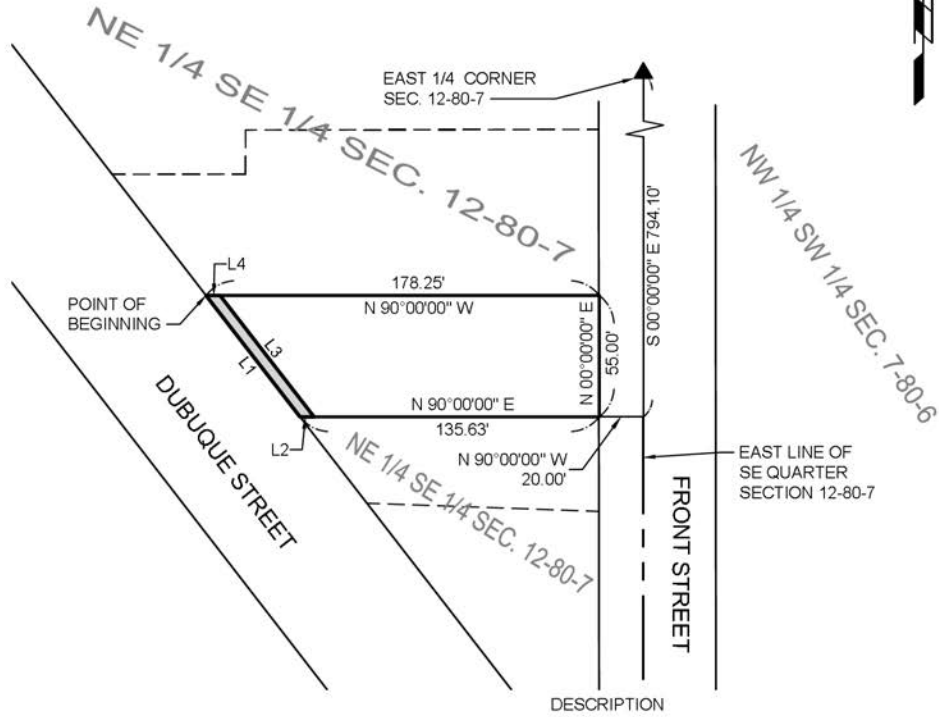
I, Tracey Mulcahey, City Clerk of the City of North Liberty, hereby certify that at a meeting of the City Council of said City, held on the above date, among other proceedings, the above was adopted.

Tracey Mulcahey, City Clerk

EXHIBIT A

**EASEMENT EXHIBIT
TEMPORARY CONSTRUCTION EASEMENT**

A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER
SECTION 12, TOWNSHIP 80 NORTH, RANGE 7 WEST
NORTH LIBERTY, JOHNSON COUNTY, IOWA



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S 37°46'29" E	69.58'
L2	N 90°00'00" E	6.33'
L3	N 37°46'29" W	69.58'
L4	N 90°00'00" W	6.33'

A temporary construction easement on that part of the Northeast Quarter of the Southeast Quarter of Section 12, Township 80 North, Range 7 West of the 5th P.M., North Liberty, Johnson County, Iowa described as follows:

Commencing as a point of reference at the East Quarter corner of Section 12, Township 80 North, Range 7 West of the 5th P.M.;

thence South 00°00'00" East 794.10 feet along the East line of the Southeast Quarter of Section 12-80-7 (assumed bearing for this description only);

thence North 90°00'00" West 20.00 feet to a point of intersection with the westerly right-of-way line of Front Street;

thence North 00°00'00" East 55.00 feet along said westerly right-way-line of Front Street;

thence North 90°00'00" West 178.25 feet to a point of intersection with the northeasterly right-of-way line of Dubuque Street and the point of beginning;

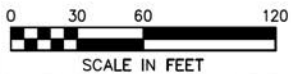
thence South 37°46'29" East 69.58 feet along said northeasterly right-of-way line of Dubuque Street;

thence North 90°00'00" East 6.33 feet;

thence North 37°46'29" West 69.58 feet;

thence North 90°00'00" West 6.33 feet to the point of beginning.

Area: 348 square feet more or less.



EASEMENT REQUESTED BY:
THE CITY OF NORTH LIBERTY

PROPERTY OWNER:
BERTHA S OLIN REVOCABLE TRUST

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			
A PART OF NE 1/4 SE 1/4 SEC. 12-80-7			
434 N. DUBUQUE STREET			
NORTH LIBERTY, JOHNSON COUNTY, IOWA			
DATE	12/2/20	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	--
APPROVED	JSB	REVISION	2/22/21

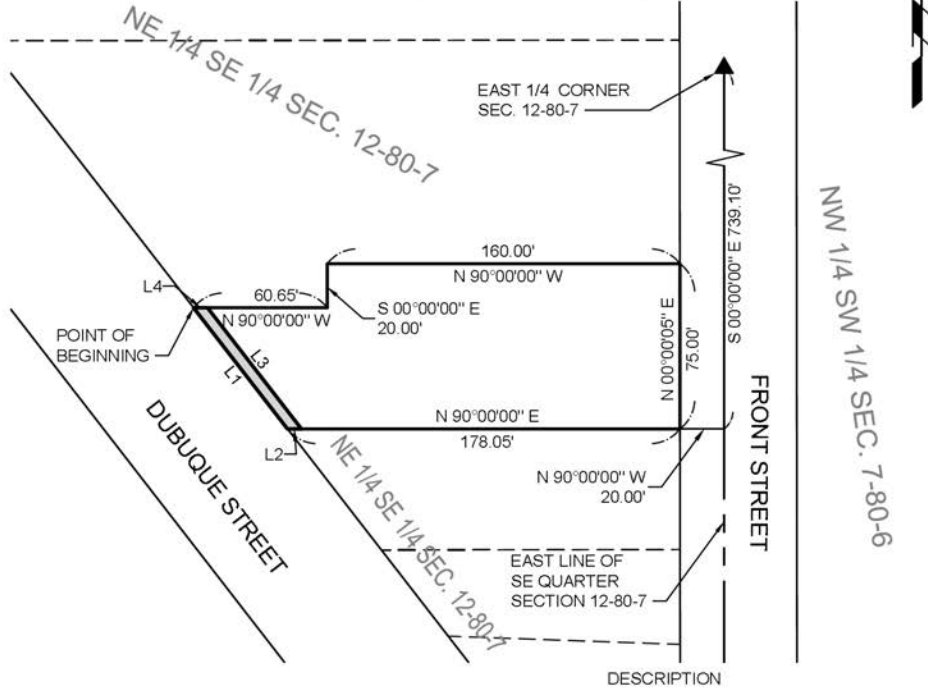
PROJECT NO.
120107-0

SHEET NO.

1 of 1

EXHIBIT B

EASEMENT EXHIBIT
TEMPORARY CONSTRUCTION EASEMENT
 A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER
 SECTION 12, TOWNSHIP 80 NORTH, RANGE 7 WEST
 NORTH LIBERTY, JOHNSON COUNTY, IOWA



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S 37°45'24" E	69.57'
L2	N 90°00'00" E	6.32'
L3	N 37°45'24" W	69.57'
L4	N 90°00'00" W	6.32'

A temporary construction easement on that part of the Northeast Quarter of the Southeast Quarter of Section 12, Township 80 North, Range 7 West of the 5th P.M., North Liberty, Johnson County, Iowa described as follows:

Commencing as a point of reference at the East Quarter corner of Section 12, Township 80 North, Range 7 West of the 5th P.M.;

thence South 00°00'00" East 739.10 feet along the East line of the Southeast Quarter of Section 12-80-7 (assumed bearing for this description only);

thence North 90°00'00" West 20.00 feet to a point of intersection with the westerly right-of-way line of Front Street;

thence North 00°00'00" East 75.00 feet along said westerly right-way-line of Front Street;

thence North 90°00'00" West 160.00 feet;

thence South 00°00'00" East 20.00 feet;

thence North 90°00'00" West 60.65 feet to a point of intersection with the northeasterly right-of-way line of Dubuque Street and the point of beginning;

thence South 37°45'24" East 69.57 feet along said northeasterly right-of-way line of Dubuque Street;

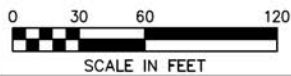
thence North 90°00'00" East 6.32 feet;

thence North 37°45'24" West 69.57 feet;

thence North 90°00'00" West 6.32 feet to the point of beginning.

Area: 348 square feet more or less.

EASEMENT REQUESTED BY:
 THE CITY OF NORTH LIBERTY
 PROPERTY OWNER:
 OLIN, BERTHA S. AND WILLIAM H.



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			
A PART OF NE 1/4 SE 1/4 SEC. 12-80-7			
436 N. DUBUQUE STREET			
NORTH LIBERTY, JOHNSON COUNTY, IOWA			
DATE	12/2/20	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	--
APPROVED	JSB	REVISION	2/23/21

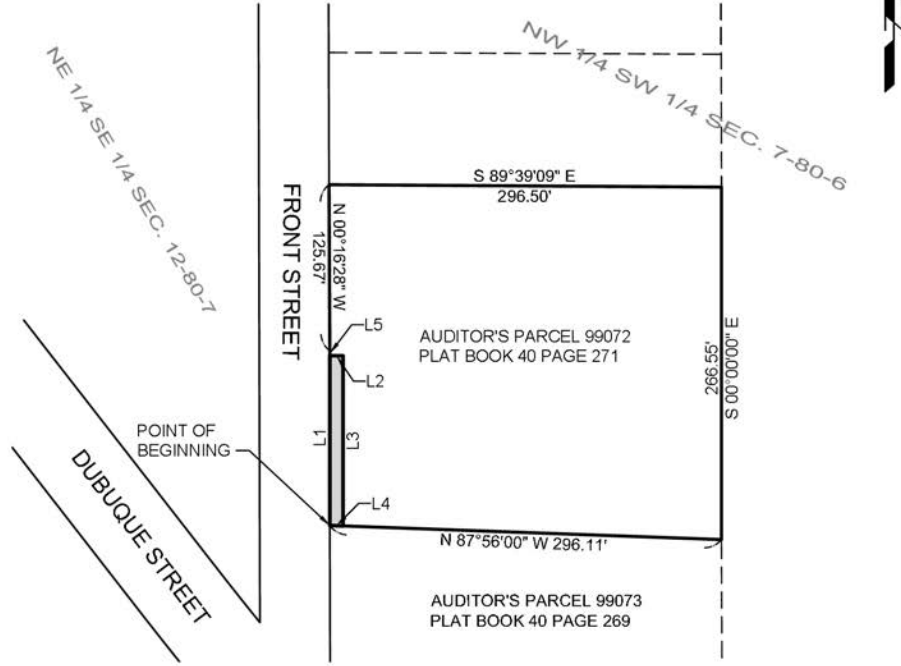
PROJECT NO.
120107-0

SHEET NO.
1 of 1

EXHIBIT C

EASEMENT EXHIBIT
 TEMPORARY CONSTRUCTION EASEMENT

A PART OF AUDITOR'S PARCEL 99072
 NORTH LIBERTY, JOHNSON COUNTY, IOWA



DESCRIPTION

A temporary construction easement on that part of Auditor's Parcel 99072 (Plat of Survey recorded in Plat Book 40 Page 271 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa described as follows:

Beginning at the southwest corner of said Auditor's Parcel 99072;

thence North 0°00'42\"

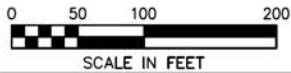
thence South 89°59'18\"

thence South 0°00'42\"

thence North 87°56'00\"

Area: 1285 square feet more or less.

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 00°00'42\"	128.33'
L2	S 89°59'18\"	10.00'
L3	S 00°00'42\"	128.69'
L4	N 87°56'00\"	10.01'
L5	N 00°00'42\"	3.67'



EASEMENT REQUESTED BY:
 THE CITY OF NORTH LIBERTY

EASEMENT REQUESTED BY:
 HOPE PRESBYTERIAN CHURCH

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 A PART OF AUDITOR'S PARCEL 99072 HOPE PRESBYTERIAN CHURCH NORTH LIBERTY, JOHNSON COUNTY, IOWA			
DATE	12/3/20	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	2/22/21
APPROVED	JSB	REVISION	--

PROJECT NO.
 120107-0

SHEET NO.
1 of 1

EXHIBIT D

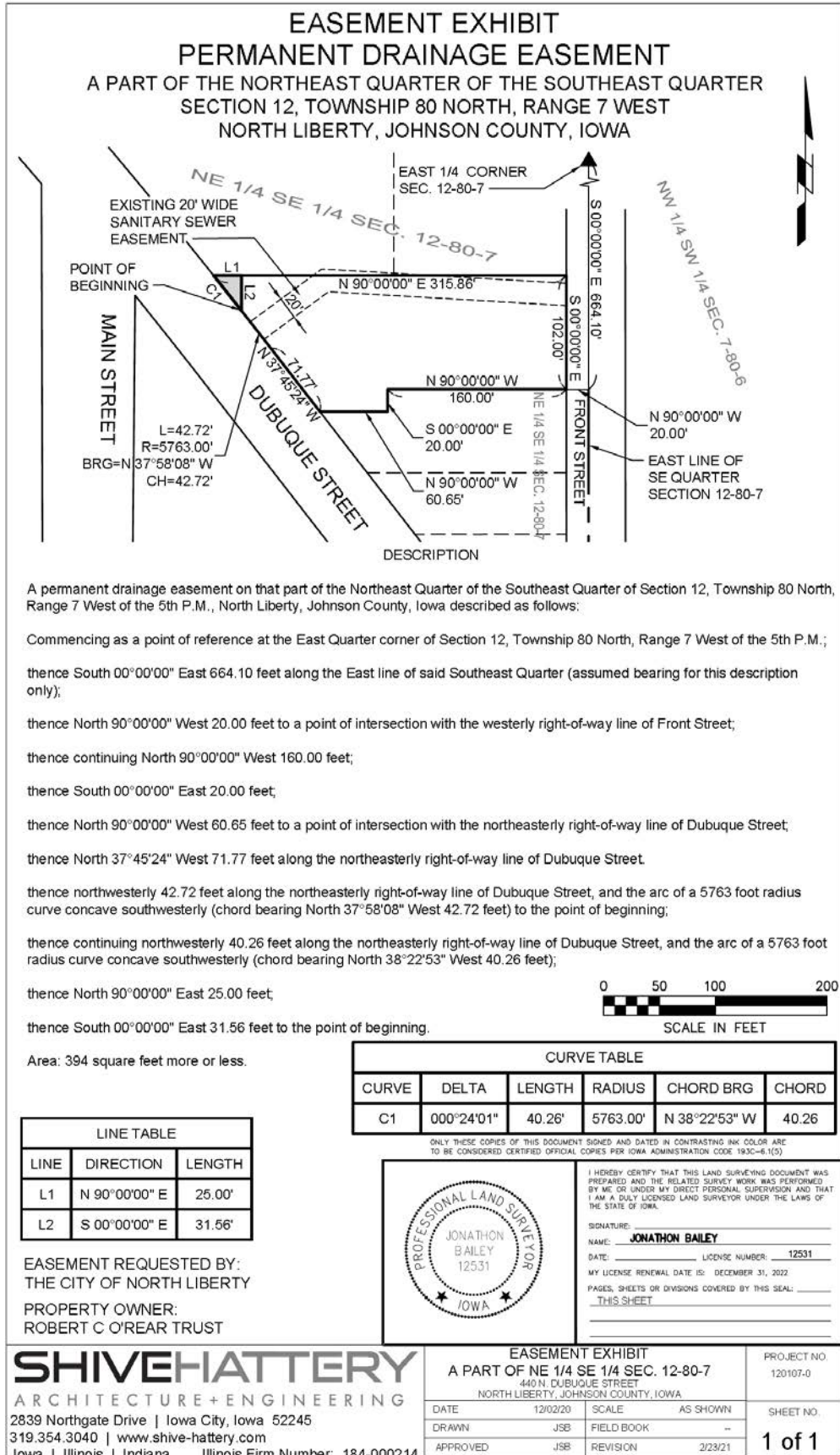
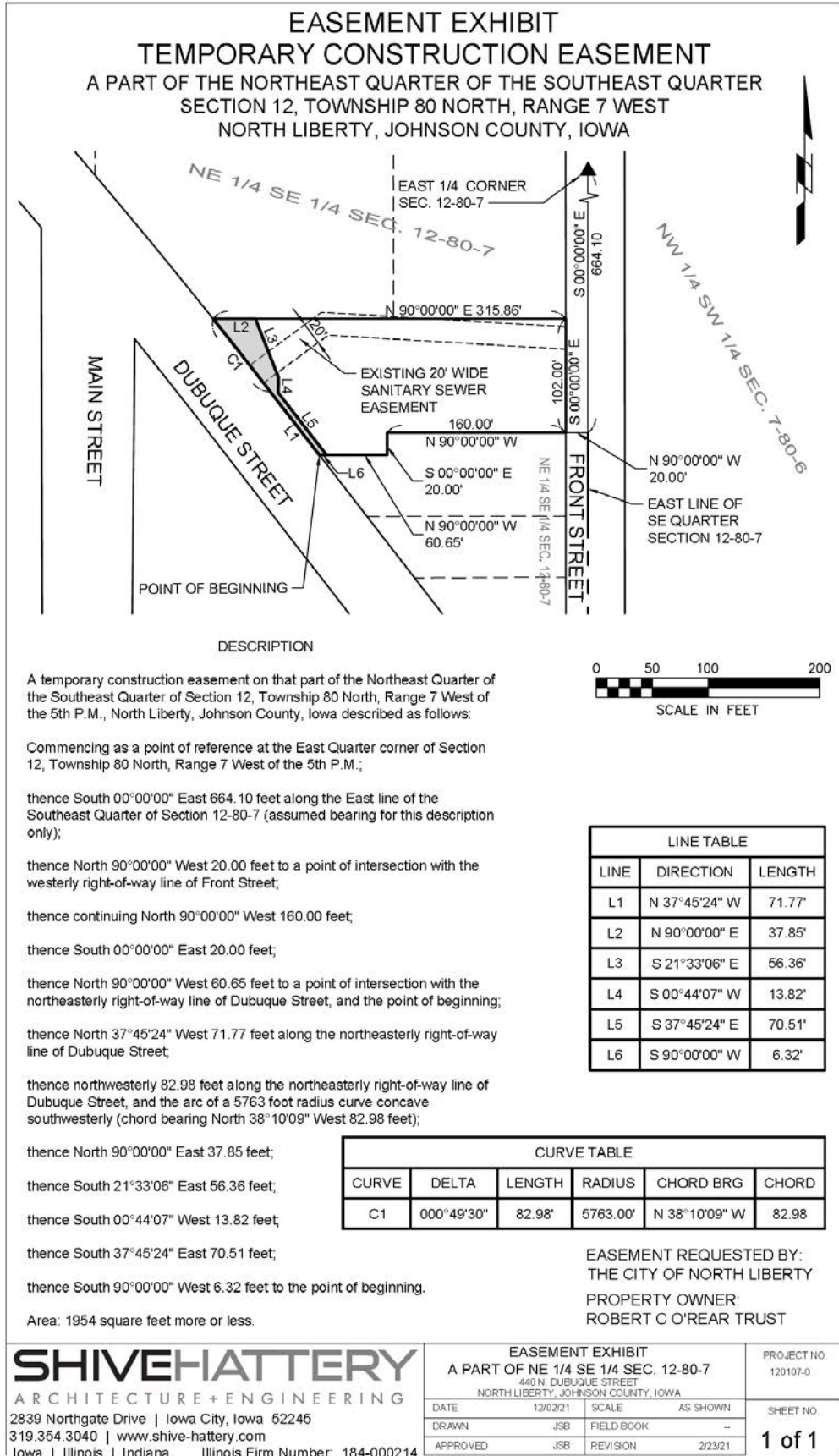


EXHIBIT D





Greenbelt Trail II LLC Rezoning



February 2, 2021

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

Re: Request of Greenbelt Trail II, LLC for a zoning map amendment on 66.84 acres, more or less, from ID – Interim Development District to RS-6 – Single-Unit Residence District on property located on the west side of North Liberty Road approximately 225 feet north of Salm Drive and also being east of the Arlington Ridge Subdivision.

Mayor Donahue:

The North Liberty Planning Commission considered the above-reference request at its February 2, 2021 meeting. The Planning Commission took the following action:

Findings:

1. The zoning map amendment would be consistent the North Liberty Comprehensive Plan Land Use Plan; and
2. The proposed zoning and use of the property would be compatible with the area.

Recommendation:

The Planning Commission accepted the two listed findings and forwards the request for a zoning map amendment to the City Council with a recommendation for approval.

The vote for approval was 6-1 with Pentecost voting no.

Becky Keogh, Chairperson
City of North Liberty Planning Commission



To **City of North Liberty Planning Commission**
 From **Ryan Rusnak, AICP**
 Date **January 29, 2021**
 Re **Request of Greenbelt Trail II, LLC for a zoning map amendment on 66.84 acres, more or less, from ID – Interim Development District to RS-6 – Single-Unit Residence District on property located on the west side of North Liberty Road approximately 225 feet north of Salm Drive and also being east of the Arlington Ridge Subdivision.**


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

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

Current Zoning:

The property is currently zoned ID – Interim Development District.



 Subject Property

Proposed Zoning:


The applicant is requesting a zoning map amendment to the RS-6 - Single-Unit Residential District to allow the property to be developed as residential subdivision.

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

Consistency with Comprehensive Plan:

Land Use Plan designation: Residential.



 Subject Property

The North Liberty Comprehensive Plan articulates the following regarding residential uses:

The plan promotes the development of a diversified housing stock that is affordable to a wide range of incomes. Even though general planning goals include limiting residential uses along arterials and in some cases even collector streets, the miles of such frontages within the City make strict adherence to those goals impractical, and landscape buffers, limited access, and smart neighborhood street layouts are utilized to minimize traffic impacts. Higher density residential development is considered to be somewhat of a transitional

buffer between office/commercial development and lower density residential neighborhoods, in part because it is practical to locate the greater numbers of residents found in the higher density developments closer to the commercial services they need. It is staff's opinion that zoning map amendment would be consistent the North Liberty Comprehensive Plan Land Use Plan.

Public Input:

Letters were sent to property owners within 200 feet of the subject property notifying them of the December 29, 2020 good neighbor meeting. The virtual meeting was very well attended, mostly by residents of the Arlington Ridge Subdivision. Topics of discussion included (staff commentary in *italics*):

1. The general configuration of the proposed development;
The draft preliminary plat was shown and discussed. One change since the neighborhood meeting is that the entire development will be all single-unit residences. At the time of the neighborhood meeting, the developer was contemplating a portion of the development being multi-unit residences.
2. Development phasing;
The developer indicated that the development phasing would be east to west. Notably, the North Liberty Fire Department will require two points of access once the number of dwelling units exceeds 30. This will likely compel a connection to the Arlington Ridge Subdivision.
3. Subdivision covenants;
A general concern was that subdivision covenants would be similar to those of the Arlington Ridge Subdivision, such that there wouldn't be a drastic difference in subdivision appearances.
4. Methods to control speeding and cut through traffic;
Staff is working with the developer's engineer to implement traffic calming measures. Staff will apprise the Commission of these measures during its review of the preliminary subdivision plat.
5. Construction traffic.
The developer indicated that subdivision construction traffic would be from North Liberty Road.

Compatibility with surrounding zoning and land uses:

With respect to residential zoning, there is RS-5 Single-Unit Residence District zoning to the west (Arlington Ridge) and to the south (Greenbelt Trail – Part One). There is also RS-4 – Single-Unit Residence District to the west (Arlington Ridge). The differences between RS-4 and RS-6 are shown below.

Zoning	Minimum Lot Size Requirement			Minimum Yard Requirement			
	Frontage	Width	Area	Front Yard Depth	Side Yard	Rear Yard	Maximum Height
RS-4	40 feet	80 feet	10,000 SF	25 feet	10 feet	30 feet	35 feet or 2½ stories
RS-6	35 feet	70 feet	7,000 SF	25 feet	8 feet	30 feet	35 feet or 2½ stories

An initial review of the preliminary subdivision plat indicates that the majority of the lots meet the RS-4 bulk requirements.

It is staff’s opinion that the RS-6 zoning is compatible with the surrounding zoning and land uses.

Proposed Subdivision Design:

The Planning Commission will formally consider the Greenbelt Trail – Part 2 Preliminary Subdivision Plat at a future meeting. However, the initial design warrants discussion.

The preliminary subdivision plat proposes 148 single-unit residence lots. The subdivision would have a single entrance on North Liberty Road. This would connect to Berkshire Lane in Arlington Ridge. There would also be connections to Yorkshire Street and Hemmingway Drive. Hemmingway Drive, which is identified as a future collector street on the Comprehensive Plan Future Land Use Map, would extend east and eventually connect to North Liberty Road. This would serve as roadway entrance for a future elementary school. Seven Oaks Road would terminate at the south end of the development. City staff anticipates that this street will extend south and connect to the Dubuque Street and also make a connection to Ogden Lane in the Greenbelt Trail – Part One.

As mentioned staff is working with the developer’s engineer to implement traffic calming measures in the design of the subdivision.

There would be a trail along the south of the development and the Arlington Ridge Subdivision connecting it to the Dubuque Street trail. The trail would terminate at the school property. City staff anticipates that the trail will extend along the west end of the school property and connect to a future trail on Hemmingway Drive.

Findings:

1. The zoning map amendment would be consistent the North Liberty Comprehensive Plan Land Use Plan; and
2. The proposed zoning and use of the property would be compatible with the area.

Recommendation:

Staff recommends the Planning Commission accept the two listed findings and forward the request of Greenbelt Trail II, LLC for a zoning map amendment on 66.84 acres, more or less, from ID – Interim Development District to RS-6 Single-Unit Residence District on property located on the west side of North Liberty Road approximately 225 feet north of Salm Drive and also being east of the Arlington Ridge Subdivision 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 zoning map amendment to the City Council with a recommendation for approval.

Ordinance No. 2021-01

AN ORDINANCE AMENDING CHAPTER 167 OF THE NORTH LIBERTY CODE OF ORDINANCES BY AMENDING THE USE REGULATIONS ON PROPERTY LOCATED ON THE WEST SIDE OF NORTH LIBERTY ROAD APPROXIMATELY 225 FEET NORTH OF SALM DRIVE AND ALSO BEING EAST OF THE ARLINGTON RIDGE SUBDIVISION LOCATED IN NORTH LIBERTY, IOWA TO THOSE SET FORTH IN THE MUNICIPAL CODE FOR THE RS-6 SINGLE-UNIT RESIDENCE DISTRICT

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

SECTION 1. AMENDMENT. Chapter 167 of the North Liberty Code of Ordinances (2013) is hereby amended by amending the zoning for the property located in part of Section 7, part of Section 8, part of Section 17, and part of Section 18, all located in Township 80 north, Range 6 west of the 5th Principal Meridian, North Liberty, Johnson County, Iowa and is more particularly described as follows:

The south 50 feet of the southeast quarter of the southeast quarter of said Section 7; and the south 33 feet of the southwest quarter of the southwest quarter of said Section 8, lying west of Auditor's Parcel No. 2018039 as recorded in Book 62, Page 97 in the office of the Johnson County, Iowa Recorder; and the northwest quarter of the northwest quarter except Auditor's Parcel No. 2018039 as recorded in Book 62, Page 97 in the office of the Johnson County, Iowa Recorder and part of the northeast quarter of the northwest quarter lying westerly of North Liberty road N.E., both located in said Section 17; and the south 25 feet of the northwest quarter of the northeast quarter of said Section 18; and Auditor's Parcel 2006026 as recorded in book 50, page 218 in the office of the Johnson County, Iowa Recorder; and Auditor's Parcel No. 2007133 as recorded in book 52, page 305 in the office of the Johnson County, Iowa Recorder; and the northeast quarter of the northeast quarter of said Section 18. Said parcel contains 66.84 acres, subject to easements and restrictions.

Such that said property shall be classified and zoned as RS-6 Single-Unit Residence District.

SECTION 2. CONDITIONS IMPOSED. The North Liberty Planning Commission voted to recommend approval at the February 2, 2021 meeting with no conditions.

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

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

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

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

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

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

First reading on February 23, 2021.
Second reading on March 9, 2021.
Third and final reading on _____.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. 2021-01 in the *North Liberty Leader* on _____.

TRACEY MULCAHEY, CITY CLERK



Greenbelt Trail II Preliminary Plat



March 2, 2021

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

Re: Request of Greenbelt Trail II, LLC to approve a Preliminary Plat for a 130 lot subdivision on property located on the west side of North Liberty Road approximately 225 feet north of Salm Drive and also being east of the Arlington Ridge Subdivision.

Mayor Donahue:

The North Liberty Planning Commission considered the above-reference request at its March 2, 2021 meeting. The Planning Commission took the following action:

Finding:

The preliminary plat, with conditions recommended by City staff, achieves consistency with Section 180.11(3)(A) of the North Liberty Code of Ordinances, which sets forth the preliminary subdivision plat submittal requirements.

Recommendation:

The Planning Commission accepted the listed finding and forwards the request to approve a Preliminary Plat for 130 lots to the City Council with a recommendation for approval subject to the following conditions:

1. That the legal description and acreage be updated to reflect the portion of the property removed from consideration, which is the grayed out area along Berkshire Court;
2. That the temporary fire access be removed from the Preliminary Plat;
3. That the outlots for the pedestrian trail be updated to "For Pedestrian Trail" only. Ownership, maintenance and any cost sharing will be reflected in the final plat and/or developer's agreement for subdivision improvements.

The vote for approval was unanimous (4-0).

Becky Keogh, Chairperson
City of North Liberty Planning Commission



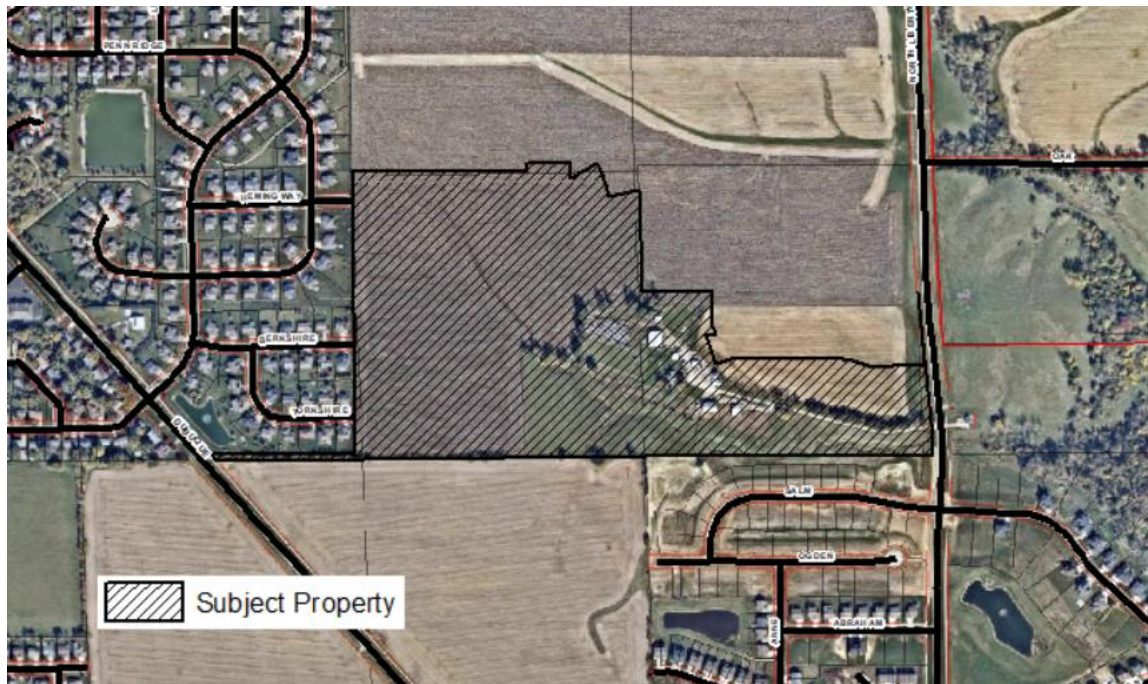
To **City of North Liberty Planning Commission**
From **Ryan Rusnak, AICP**
Date **February 26, 2021**
Re **Request of Greenbelt Trail II, LLC to approve a Preliminary Plat for a 130 lot subdivision on property located on the west side of North Liberty Road approximately 225 feet north of Salm Drive and also being east of the Arlington Ridge Subdivision.**

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 Preliminary Plat proposes 130 lots and related infrastructure on 58.23 acres.



The North Liberty Comprehensive Plan articulates the following regarding residential uses:

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

Public Input:

Letters were sent to property owners within 200 feet of the subject property notifying them of the December 29, 2020 good neighbor meeting. The virtual meeting was very well attended, mostly by residents of the Arlington Ridge Subdivision. Topics of discussion included (staff commentary in *italics*):

1. The general configuration of the proposed development;
The draft preliminary plat was shown and discussed.
2. Development phasing;
The developer indicated that the development phasing would be east to west. Notably, the North Liberty Fire Department will require two points of access once the number of dwelling units exceeds 30. This may compel a connection to the Arlington Ridge Subdivision.
3. Subdivision covenants;
A general concern was that subdivision covenants would be similar to those of the Arlington Ridge Subdivision, such that there wouldn't be a drastic difference in subdivision appearances.
4. Methods to control speeding and cut through traffic;
Staff worked with the developer's engineer to implement traffic calming measures, which are reflected on the Preliminary Plat.
5. Construction traffic.
The developer indicated that subdivision construction traffic would be from North Liberty Road.

Approval Standards:

Section 180.11(3)(A) of the North Liberty Code of Ordinances sets forth the preliminary subdivision plat submittal requirements and review (Ordinance language in *italics* and staff analysis in **bold**).

3. *Preliminary Subdivision Plat Submittal Requirements and Review. The preliminary plat, in general, contains more information than the final plat, so that the subdivider and the City can ensure conformance with codes, master facility plans, and good planning and engineering practices. Though the preliminary plat is not recorded, it is approved by resolution of the City Council, and conditions for approval of the plat shall be addressed on any final plats of the same area.*

A. *Preliminary Plat Contents. The application shall include a preliminary plat of the subdivision drawn to a scale of one inch to one hundred feet minimum, and shall show:*

(1) *A location map to provide spatial reference, showing the outline of the area to be subdivided, existing streets and corporate limits in the vicinity, a north arrow and scale or note stating "not to scale," and other information that might help clarify where the plat is located as well as its surroundings and size relative to other City features;*

This has been provided on the Preliminary Plat.

(2) *Name of proposed subdivision and date;*

This has been provided on the Preliminary Plat.

(3) *Legal description and acreage;*

This has been provided on the Preliminary Plat. However, the legal description and acreage needs to reflect the portion of the property removed from consideration, which is the grayed out area along Berkshire Court.

(4) *Name and address of owner;*

This has been provided on the Preliminary Plat.

(5) *Names of the persons preparing the plat, owner's attorney, representative or agent, if any;*

This has been provided on the Preliminary Plat.

(6) *Existing and proposed zoning district classification of all land within the proposed subdivision and within about 200 feet of the subdivision;*

Staff is not requiring this information on the Preliminary Plat.

(7) North point and graphic scale;

This has been provided on the Preliminary Plat.

(8) Contours at two-foot intervals or less, both existing and as generally proposed (subject to more refinement in subsequent construction plans);

This has been provided on the Preliminary Plat.

(9) Building setback lines as required by the current or proposed zoning district classifications;

This has been provided on the Preliminary Plat.

(10) The approximate boundaries of areas of known flood levels or floodplains, areas covered by water, wooded areas, floodways, and all open channel drainage ways;

This has been provided on the Preliminary Plat.

(11) Locations, names, and dimensions of existing lot lines, streets, public utilities, water mains, sewers, drainpipes, culverts, watercourses, bridges, railroads and buildings within in the proposed subdivision and within about 200 feet of the subdivision;

This has been provided on the Preliminary Plat.

(12) Layout of proposed blocks, if used, and lots, including the dimension of each lot, and the lot and block number in numerical order;

This has been provided on the Preliminary Plat.

(13) Layout and dimensions of proposed streets, sidewalks, trails, alleys, utility and other easements, parks and other open spaces or reserved areas;

This has been provided on the Preliminary Plat.

(14) Grades of proposed streets and alleys;

This has been provided on the Preliminary Plat.

(15) A cross-section of the proposed streets showing the roadway locations, the type of curb and gutter, the paving, and sidewalks to be installed;

This has been provided on the Preliminary Plat.

(16) The layout of proposed water mains and sanitary sewer systems;

This has been provided on the Preliminary Plat.

(17) The drainage of the land, including proposed storm sewers, ditches, culverts, bridges and other structures;

This has been provided on the Preliminary Plat.

(18) Stormwater management facilities when applicable;

This has been provided on the Preliminary Plat.

(19) A signed certificate of the Johnson County Auditor for the subdivision name;
and

This information has been provided.

(20) Other special details or features that may be proposed or required.

None required.

Additional Considerations:

Lot sizes.

The RS-6 Single-Unit Residence District requires a minimum frontage of 35 feet, a minimum width of 70 and minimum lot area of 7,000 square feet. Each lot would meet these minimum requirements. Notably, 97 of the lots meet the RS-4 Single-Unit Residence District requirements, which is 35 feet of frontage, 80 feet of lot width and 10,000 square feet of lot area.

Cul-De-Sac.

The Subdivision Ordinance limits the use of cul-de-sacs unless it can be demonstrated that "...environmental constraints, existing development, access limitations along arterial streets, or other unusual features prevent the extension of the street to the property line or to interconnect with other streets within or abutting the subdivision."

North Liberty Road is designated as an arterial roadway so there are access restrictions. Additionally, the location of the Iowa City Community School District property prevents the design from being a more traditional street grid. Last, the grade elevation of Berkshire Lane is approximately 760 feet, while the grade elevation of Osage Lane is approximately 745 feet. Therefore, turning Berkshire Court and connecting Osage Lane creates a street incline that can be avoided.

Traffic Calming Measures.

Staff worked with the developer's engineer to implement traffic calming measures, which are reflected on the Preliminary Plat. This includes having Berkshire Court terminate into a cul-de-sac. Osage Lane, which would connect to North Liberty Road, would connect to Berkshire Lane at a T intersection. Additionally, the turning radius of Hemmingway Drive decreased slightly. City staff will advocate for traffic calming measures to be implemented into the design of Hemmingway Drive adjacent the Iowa City Community School District property when it gets developed. The District indicated that construction of an elementary school will be in 3-5 years and is dependent on growth in the area.

Pedestrian Trail.

The Preliminary Plat proposes an 8 foot wide trail extending from the South Dubuque Street Trail to the Iowa City Community School District property. Correspondence with District representatives indicated that the trail would be incorporated into their property. City staff will advocate that the trail be extended along the south side of Hemingway Drive and eventually connect to the North Liberty Road trail. This is an excellent opportunity to extend the City's trail network. The developer is seeking some sharing of cost for this trail. However, it is staff's opinion that any sharing of cost not be on the Preliminary Plat and rather be articulated in the developer's agreement for constructing subdivision improvements.

Temporary Fire Access.

The Preliminary Plat depicts a temporary fire access connecting the North Liberty Road. A secondary access is required once the development exceeds 30 units. The number of units depicted in Phase 2A is 30 units. Therefore, the temporary fire access should be removed from the Preliminary Plat. It would need to be depicted on a future Preliminary Plat for the grayed out area along Berkshire Court.

Finding:

1. The preliminary plat, with conditions recommended by City staff, achieves consistency with Section 180.11(3)(A) of the North Liberty Code of Ordinances, which sets forth the preliminary subdivision plat submittal requirements.

Recommendation:

Staff recommends the Planning Commission accept the listed finding and forward the request to approve a Preliminary Plat for 130 lots to the City Council with a recommendation for approval subject to the following conditions:

1. That the legal description and acreage be updated to reflect the portion of the property removed from consideration, which is the grayed out area along Berkshire Court;
2. That the temporary fire access be removed from the Preliminary Plat;
3. That the outlots for the pedestrian trail be updated to "For Pedestrian Trail" only. Ownership, maintenance and any cost sharing will be reflected in the final plat and/or developer's agreement for subdivision improvements.

Suggested motion:

I move that the Planning Commission accept the listed condition and forward the Preliminary Plat to the City Council with a recommendation for approval subject to the three conditions listed by City staff.

Resolution No. 2021-23

**RESOLUTION APPROVING THE PRELIMINARY PLAT OF
GREENBELT TRAIL PARTS TWO THROUGH SEVEN,
NORTH LIBERTY, IOWA**

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

WHEREAS, a preliminary plat has been presented to the City Council of North Liberty, and

WHEREAS, said preliminary plat has been examined by the North Liberty Planning and Zoning Commission, which did recommend that the revised preliminary plat described as Greenbelt Trail Parts Two through Seven be approved subject to the following conditions:

1. That the legal description and acreage be updated to reflect the portion of the property removed from consideration, which is the grayed out area along Berkshire Court;
2. That the temporary fire access be removed from the Preliminary Plat; and
3. That the outlots for the pedestrian trail be updated to "For Pedestrian Trail" only. Ownership, maintenance and any cost sharing will be reflected in the final plat and/or developer's agreement for subdivision improvements; and

WHEREAS, said revised preliminary plat is found to conform with Chapter 354 of the Code of Iowa and ordinances of the City of North Liberty; and

WHEREAS, an ordinance to rezone the real property contemplated by the revised preliminary plat has completed its third reading before this Council, but the publication of the revised zoning map amendment has not yet taken place.

NOW, THEREFORE, BE IT RESOLVED that the revised Preliminary Plat for Greenbelt Trail Parts Two through Seven is approved subject to the publication of the zoning map amendment for the same property.

APPROVED AND ADOPTED this 23rd day of March, 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



Dog Park Rezoning



February 2, 2021

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

Re: Request of the City of North Liberty for a zoning map amendment on 11.04 acres, more or less, from ID – Interim Development District to P – Public Use District on property located on the east side of North Liberty Road approximately .35 miles north of Oak Lane NE.

Mayor Donahue:

The North Liberty Planning Commission considered the above-reference request at its February 2, 2021 meeting. The Planning Commission took the following action:

Findings:

1. The zoning map amendment would be consistent the North Liberty Comprehensive Plan Land Use Plan; and
2. The proposed zoning and use of the property would be compatible with the area.

Recommendation:

The Planning Commission accepted the two listed findings and forwards the request for a zoning map amendment 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

Ordinance No. 2021-02

AN ORDINANCE AMENDING CHAPTER 167 OF THE NORTH LIBERTY CODE OF ORDINANCES BY AMENDING THE USE REGULATIONS ON PROPERTY LOCATED ON THE EAST SIDE OF NORTH LIBERTY ROAD APPROXIMATELY .35 MILES NORTH OF OAK LANE NE LOCATED IN NORTH LIBERTY, IOWA TO THOSE SET FORTH IN THE MUNICIPAL CODE FOR THE P PUBLIC USE DISTRICT

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

SECTION 1. AMENDMENT. Chapter 167 of the North Liberty Code of Ordinances (2013) is hereby amended by amending the zoning for the property located in the north half of the southwest quarter of Section 8, Township 80 North, Range 6 west of the 5th Principal Meridian, North Liberty, Johnson County, Iowa and is more particularly described as follows:

Auditor's Parcel No. 2018060 as recorded in Book 62, Page 125 in the office of the Johnson County, Iowa Recorder. Said parcel contains 11.04 acres, subject to easements and restrictions.

Such that said property shall be classified and zoned as P Public use District.

SECTION 2. CONDITIONS IMPOSED. The North Liberty Planning Commission voted to recommend approval at the February 2, 2021 meeting with no conditions.

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

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

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

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

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

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

First reading on February 23, 2021.

Second reading on March 9, 2021.

Third and final reading on _____.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. 2021-02 in the *North Liberty Leader* on February 11, 2021.

TRACEY MULCAHEY, CITY CLERK




To **City of North Liberty Planning Commission**
From **Ryan Rusnak, AICP**
Date **January 29, 2021**
Re **Request of the City of North Liberty for a zoning map amendment on 11.04 acres, more or less, from ID – Interim Development District to P – Public Use District on property located on the east side of North Liberty Road approximately .35 miles north of Oak Lane NE.**

North Liberty City staff has reviewed the subject submission, and offer comments presented in this memo. The staff review team includes the following personnel:
Ryan Heiar, City Administrator
Tracey Mulcahey, Assistant City Administrator
Grant Lientz, City Attorney
Tom Palmer, City Building Official
Kevin Trom, City Engineer
Ryan Rusnak, Planning Director

Current Zoning:

The property is currently zoned ID – Interim Development District.



 Subject Property

Proposed Zoning:


The City is requesting a zoning map amendment to the P – Public Use District to reflect the actual use of the property, which is the Red Fern Dog Park.

Public Use District is intended to provide space for public safety, administration, recreational, and community facilities.

Consistency with Comprehensive Plan:

Land Use Plan designation: Parks and Recreation.



 Subject Property

The North Liberty Comprehensive Plan articulates the following regarding community facilities:

Community facilities include those lands, buildings, services and systems that are provided on a public or semi-public basis in the interest of the residents of the community. Such facilities typically include public utilities, parks, open space, and administrative services. Their importance should not be underestimated in that they are offered as a necessity for sustaining quality life within the urban environment and are, therefore, a major determinant of the quality and safety of urban living.

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

Public Input:

A good neighbor meeting is not required with a zoning map amendment for publicly owned land. City staff would not expect objection to the request because the request aligns the zoning with the actual use of the property, which is the Red Fern Dog Park.

Findings:

1. The zoning map amendment would be consistent the North Liberty Comprehensive Plan Land Use Plan; and
2. The proposed zoning and use of the property would be compatible with the area.

Recommendation:

Staff recommends the Planning Commission accept the two listed findings and forward the request of the City of North Liberty for a zoning map amendment on 11.04 acres, more or less, from ID – Interim Development District to P – Public Use District on property located on the east side of North Liberty Road approximately .35 miles north of Oak Lane NE to the City Council with a recommendation for approval.

Suggested motion:

I move that the Planning Commission accept the two listed conditions and forward the zoning map amendment to the City Council with a recommendation for approval.



Zoning Code – Sign Regulations Amendment



February 2, 2021

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

Re: Request of the City of North Liberty for an ordinance amending Chapter 173 Code of Ordinances of North Liberty, Iowa, entitled “Zoning Code – Sign Regulations” by amending several sections in Chapter 173 related to sign regulations.

Mayor Donahue:

The North Liberty Planning Commission considered the above-reference request at its February 2, 2021 meeting. The Planning Commission took the following action:

Finding:

1. The Zoning Ordinance amendments would revise outdated and onerous language.

Recommendation:

The Planning Commission accepted the one listed finding and forwards the request for an ordinance amendment 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 **January 29, 2021**
Re **Request of the City of North Liberty for an ordinance amending Chapter 173 Code of Ordinances of North Liberty, Iowa, entitled "Zoning Code – Sign Regulations" by amending several sections in Chapter 173 related to sign regulations.**

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

Proposed Zoning Ordinance amendments:

1. Section 173.05 entitled "Exempt Signs".
 - Relocating current language to Section 173.12 as it is better suited in that section.
2. Section 173.12 entitled "Specific Sign Regulations".
 - Modifying directional signs to reflect modern commercial practices. Additionally, no maximum height is listed in current code language.
 - Relocated windows signs to this section.
3. Section 173.13, entitled "Temporary Signs".
 - Modifying real estate signs to reflect modern practices;
 - Removing language that permits real estate signs in the right-of-way. Zoning Ordinances are not intended to regulate uses in the right-of-way.
 - Modifying builder/contractor signs to construction activity sign, which reflects modern practices.

Public Input:

No public input has been received.

Finding:

1. The Zoning Ordinance amendments would revise outdated and onerous language.

Recommendation:

City staff recommends the Planning Commission accept the one listed finding and forward the request of the City of North Liberty for an ordinance amending Chapter 173 Code of Ordinances of North Liberty, Iowa, entitled "Zoning Code – Sign Regulations" by amending several sections in Chapter 173 related to sign regulations.

Suggested motion:

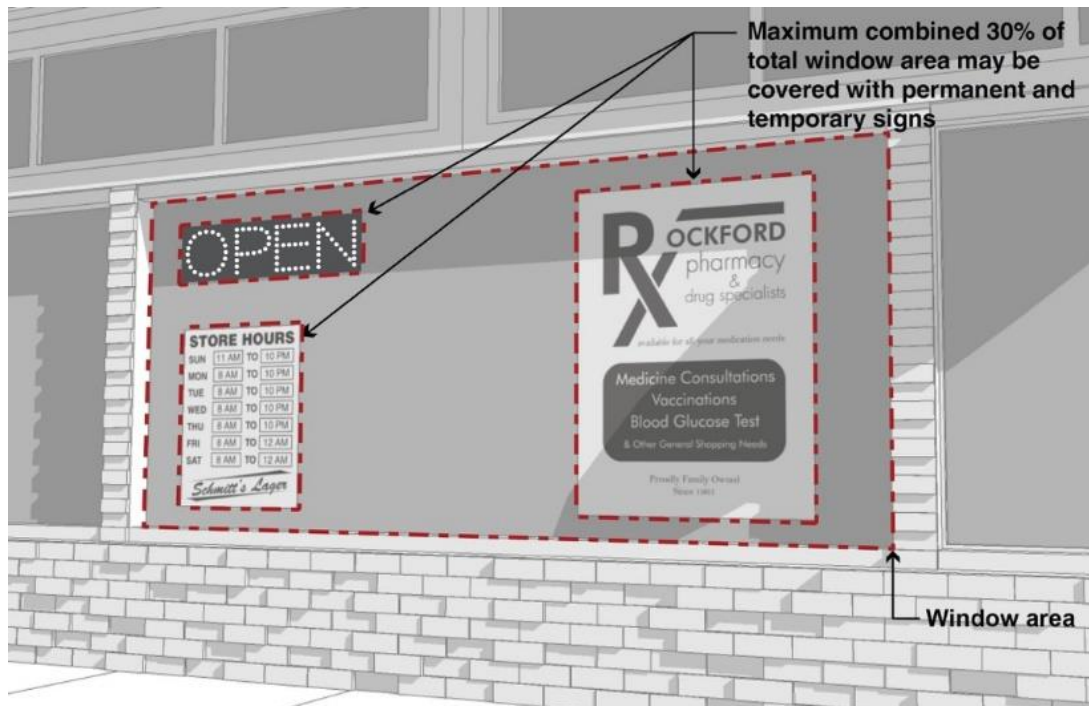
I move that the Planning Commission accept the one listed finding and forward the Ordinance amendments to the City Council with a recommendation for approval.

- C. No such sign shall exceed two square feet in area in the residential zones and shall not exceed three square feet in area in all other zones. A freestanding sign is limited to five feet in height and must be five feet from any lot line that abuts a street.
- D. A permit is not required for a directional sign except for an illuminated sign requiring the installation of an electrical branch circuit.

8. Window Signs.

- A. Window signs are permitted for all nonresidential uses in all districts.
- B. All window signs, whether temporary or permanent, are limited to no more than 30% of the surface of each window area. Window area is counted as a continuous surface until divided by an architectural or structural element. Mullions are not considered an element that divides window area.
- C. Window signs include neon or LED signs. Flashing neon or LED is prohibited.
- D. A permit is not required for a window sign.

Window Sign



173.13 TEMPORARY SIGNS.

2. Real Estate Signs.

- A. Real estate signs shall be permitted in all zones, provided that all such signs shall be located on the property to which they apply, except as provided in Paragraphs ~~D~~G and ~~E~~ of this section.
- ~~B.~~ B. Signs are limited to one per street frontage.
- ~~C.~~ C. Signs may be either freestanding, wall, or window signs.
- ~~B.D.~~ B.D. Real estate signs shall conform to the following maximum size requirements: Four square feet in area for the first 10,000 square feet in lot area plus four square feet for each additional 10,000 square feet of lot area, not to exceed a total sign size of 32 square feet. Signs are limited to 12 square feet in the interim development and residential districts and 32 square feet in all other districts.
- ~~E.~~ E. Freestanding signs are limited to six feet in height in the interim development and residential districts and eight feet in height in all other districts. All signs must be located a minimum of five feet from any lot line and shall not be located within the corner visual clearance pursuant to Section 167.01.
- ~~C.F.~~ C.F. Real estate signs shall be removed upon closing of the sale within five days of final closing, lease, or rental.
- ~~D.G.~~ D.G. In addition to lot-specific real estate signs, signs advertising the sale of lots within a subdivision shall be permitted. No more than one sign per entrance into the subdivision shall be allowed, and each sign shall be no greater than 32 square feet in area, no greater than 8 feet in height, and in place no longer than a period of three years.
- ~~E.~~ E. Open house real estate signs may be located within the street right-of-way between the curb and sidewalk but not for more than 48 hours before or more than four hours after the open house is held. Open house real estate signs shall be placed so that no part of the sign is closer to the roadway than three feet from the back of the curb and shall not be placed within a gravel shoulder. No signage of any kind is permitted within the landscaped areas at street intersections, and no signage shall be placed so that it obscures said landscaped areas. Any signs including real estate signs placed in the street right-of-way are posted entirely and solely at the risk of the sign owner, and may be removed at will and disposed of without notice by the adjacent lot owner or by City staff.
- ~~F.H.~~ F.H. Permits are not required for temporary real estate signs that are over 4 square feet in area, but not for those up to 4 square feet in area.

~~6.~~ 6. Builder/Contractor Signs. Builders, contractors, and subcontractors may each display a business sign no larger than four square feet in size on a lot where they are actively working but not within the public right-of-way.

- ~~A.~~ A. For new home construction, the posting of such signs is limited to that time between the start of construction and the sale of the home, but not more than 6 months.

- B. ~~For other construction projects requiring a building permit, the posting of such signs is limited to that time between the start of construction and the closing of the permit, but not more than 6 months.~~
- C. ~~For other construction projects not requiring a building permit, the posting of such signs is limited to that time between the start of construction and the end of construction, but not more than 6 months.~~

~~A permit is not required for builder/contractor signs.~~

6. Construction Activity Signs. One temporary sign is permitted per each street frontage. Such temporary signs are subject to the following:

- A. Such temporary signs are permitted in all districts on sites with an active or upcoming construction projects.
- B. Such temporary signs may be installed only after approval of a site plan and/or building permit for such activity. Signs may be installed no more than two months prior to active construction. Signs must be removed once construction is complete or the permit expires, whichever occurs first.
- C. Such temporary signs may be constructed as either freestanding signs or wall signs, and subject to the following:
 - (1) Signs are limited to 32 square feet in area.
 - (2) Freestanding signs are limited to eight feet in height
 - (3) Freestanding signs must be located a minimum of five feet from any lot line.
 - (4) Signs may not be illuminated.

A permit is not required for construction activity signs.

Ordinance No. 2021-03

AN ORDINANCE AMENDING CHAPTER 173 CODE OF ORDINANCES OF NORTH LIBERTY, IOWA, ENTITLED "ZONING CODE – SIGN REGULATIONS" BY AMENDING SEVERAL SECTIONS IN CHAPTER 173 RELATED TO EXEMPT SIGNS, SPECIFIC SIGN REGULATIONS AND TEMPORARY SIGNS AND BY DELETING SECTION 173.09 ENTITLED "SIGNS IN THE COMMERCIAL RECREATIONAL VEHICLE DISTRICT"

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

SECTION 1. AMENDMENT. That section 173.05 of the Code of Ordinances of North Liberty, Iowa, entitled "Exempt Signs" is hereby amended by deleting Section 173.05(12).

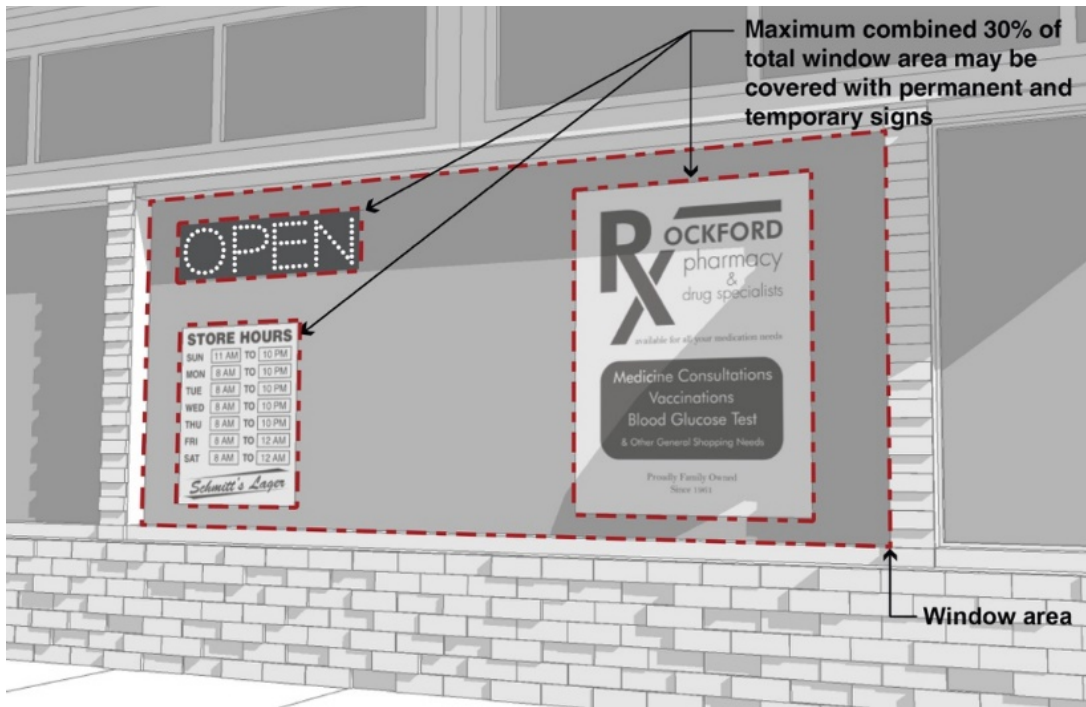
SECTION 2. AMENDMENT. That Chapter 173 of the Code of Ordinances of North Liberty, Iowa, entitled "Zoning Code – Sign Regulations" is hereby amended by deleting Section 173.09, entitled "Signs in the Commercial Recreational Vehicle District".

SECTION 3. AMENDMENT.

That section 173.12 of the Code of Ordinances of North Liberty, Iowa, entitled "Specific Sign Regulations" is hereby amended as followings (modifying 173.12(4) and adding 173.12(8)):

4. Directional Signs.
 - A. No more than two directional signs are permitted at each entrance/exit. One additional directional sign may be permitted at each interior driveway intersection, drive-through lane, or other circulation point. Building mounted signs shall be limited to one per building elevation.
 - B. Signs are limited to the following maximum dimensions: two feet in length and two feet in height.
 - C. A freestanding sign is limited to five feet in height and must be five feet from any lot line that abuts a street.
 - D. A permit is not required for a directional sign except for an illuminated sign requiring the installation of an electrical branch circuit.
8. Window Signs.
 - A. Window signs are permitted for all nonresidential uses in all districts.
 - B. All window signs, whether temporary or permanent, are limited to no more than 30% of the surface of each window area. Window area is counted as a continuous surface until divided by an architectural or structural element. Mullions are not considered an element that divides window area.
 - C. Window signs include neon or LED signs. Flashing neon or LED is prohibited.
 - D. A permit is not required for a window sign.

Window Sign



That section 173.13 of the Code of Ordinances of North Liberty, Iowa, entitled "Temporary Signs" is hereby amended as followings (modifying 173.13(2) and 173.13(6) only):

2. Real Estate Signs.

- A. Real estate signs shall be permitted in all zones, provided that all such signs shall be located on the property to which they apply, except as provided in Paragraph G of this section.
- B. Signs are limited to one per street frontage.
- C. Signs may be either freestanding, wall, or window signs.
- D. Signs are limited to 12 square feet in the interim development and residential districts and 32 square feet in all other districts.
- E. Freestanding signs are limited to six feet in height in the interim development and residential districts and eight feet in height in all other districts. All signs must be located a minimum of five feet from any lot line and shall not be located within the corner visual clearance pursuant to Section 167.01.
- F. Real estate signs shall be removed within five days of final closing, lease, or rental.
- G. In addition to lot-specific real estate signs, signs advertising the sale of lots within a subdivision shall be permitted. No more than one sign per entrance into the subdivision shall be allowed, and each sign shall be no greater than 32 square feet in area, no greater than 8 feet in height, and in place no longer than a period of three years.
- H. Permits are not required for temporary real estate signs.

6. Construction Activity Signs. One temporary sign is permitted per each street frontage. Such temporary signs are subject to the following:
 - A. Such temporary signs are permitted in all districts on sites with an active or upcoming construction projects.
 - B. Such temporary signs may be installed only after approval of a site plan and/or building permit for such activity. Signs may be installed no more than two months prior to active construction. Signs must be removed once construction is complete or the permit expires, whichever occurs first.
 - C. Such temporary signs may be constructed as either freestanding signs or wall signs, and subject to the following:
 - (1) Signs are limited to 32 square feet in area.
 - (2) Freestanding signs are limited to eight feet in height
 - (3) Freestanding signs must be located a minimum of five feet from any lot line.
 - (4) Signs may not be illuminated.

A permit is not required for construction activity signs.

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

SECTION 5. SCRIVENER'S ERROR. The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Clerk or the Clerk's designee without further public hearing.

SECTION 6. SEVERABILITY. If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 7. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on February 23, 2021

Second reading on March 9, 2021.

Third and final reading on _____.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. 2021-03 in the North Liberty *Leader* on the ____ day of _____, 2021.

TRACEY MULCAHEY, CITY CLERK



Dog Park Membership Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF NORTH LIBERTY, IOWA, UPDATING PORTIONS OF THE ANIMAL CONTROL CODE AND PARK REGULATIONS CONCERNING MEMBERSHIP FOR AND USE OF DOG PARKS AND OFF-LEASH AREAS.

BE IT ENACTED by the City Council of the City of North Liberty, Iowa:

SECTION 1. NEW SECTION. Section 56.07 of the Code of Ordinances of the City of North Liberty, Iowa is created, and reads as follows:

56.07 DOG PARK MEMBERSHIP.

Effective June 1, 2021, a valid North Liberty Dog Park Membership is required for admission of any dog to any North Liberty dog park facility or off-leash area. A unique North Liberty Dog Park Membership shall be required for each dog present in such a facility or off-leash area. North Liberty Dog Park Memberships shall be non-transferable. The owner or custodian of a dog shall be responsible for ensuring that dog's compliance with the membership requirements of this chapter, and for providing proof of such membership upon request by City staff.

SECTION 2. NEW SECTION. Section 56.08 of the Code of Ordinances of the City of North Liberty, Iowa is created, and reads as follows:

56.08 DOG PARK MEMBERSHIP FEES AND REGULATIONS

North Liberty Dog Park Membership fee schedules shall be established by resolution of the City Council. The City Administrator or designee shall establish and publish such additional supplemental rules of conduct for North Liberty dog park facilities and off-leash areas as deemed reasonably necessary by the City Administrator or designee to preserve the health, safety and welfare of the public and of the members of such facilities and areas.

SECTION 3. NEW SECTION. Section 56.09 of the Code of Ordinances of the City of North Liberty, Iowa is created, and reads as follows:

56.09 DOG PARK MEMBERSHIP CONDITIONS.

Compliance with the following conditions is required to obtain, renew, or hold a North Liberty Dog Park Membership. All applicants and members shall:

Ordinance No. 2021-04

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF NORTH LIBERTY, IOWA, UPDATING PORTIONS OF THE ANIMAL CONTROL CODE AND PARK REGULATIONS CONCERNING MEMBERSHIP FOR AND USE OF DOG PARKS AND OFF-LEASH AREAS.

BE IT ENACTED by the City Council of the City of North Liberty, Iowa:

SECTION 1. NEW SECTION. Section 56.07 of the Code of Ordinances of the City of North Liberty, Iowa is created, and reads as follows:

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Effective June 1, 2021, a valid North Liberty Dog Park Membership is required for admission of any dog to any North Liberty dog park facility or off-leash area. A unique North Liberty Dog Park Membership shall be required for each dog present in such a facility or off-leash area. North Liberty Dog Park Memberships shall be non-transferable. The owner or custodian of a dog shall be responsible for ensuring that dog's compliance with the membership requirements of this chapter, and for providing proof of such membership upon request by City staff.

SECTION 2. NEW SECTION. Section 56.08 of the Code of Ordinances of the City of North Liberty, Iowa is created, and reads as follows:

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SECTION 3. NEW SECTION. Section 56.09 of the Code of Ordinances of the City of North Liberty, Iowa is created, and reads as follows:

56.09 DOG PARK MEMBERSHIP CONDITIONS.

Compliance with the following conditions is required to obtain, renew, or hold a North Liberty Dog Park Membership. All applicants and members shall:

1. Pay annual membership fees as set forth herein prior to issuance or renewal of such membership;
2. Provide proof of a current rabies vaccination for each dog for which they seek a membership or membership renewal;
3. Demonstrate and maintain compliance with Chapters 47, 55, 56 and 57 of this Code; and
4. Comply with all supplemental rules of conduct posted at each City Dog Park facility or off-leash area.

Failure to comply with each of the above conditions may result in the temporary or permanent denial or revocation of membership benefits. Individuals whose membership benefits are denied or revoked may request a hearing with the City Administrator to appeal the decision. A request for a hearing must be made in writing and delivered to the Clerk within ten (10) days of the notice of denial or revocation of membership benefits, or it will be conclusively presumed that a failure to comply exists. The hearing will be before the City Administrator at a time and place fixed by the City Administrator. The findings of the City Administrator shall be conclusive.

SECTION 4. AMENDMENT. Section 55.07 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

55.07 CONTROL OF DOGS.

The following dog control regulations are designed to protect public health and safety. The owner or custodian of a dog is strictly liable to control such dog as required herein. This means that the penalty for violation of these regulations is imposed without regard to any wrongful intention of the violator. It is unlawful for the owner or custodian of a dog to violate any of the following regulations. The owner or custodian of a dog shall:

1. Prevent said dog from running at large in the City, whether licensed or not; provided, this subsection does not:
 - A. Prohibit a person from walking or exercising a dog in public when such dog is on a leash, tether, or chain not exceeding ten feet in length;
 - B. Prohibit a person from having a dog off-leash in an area designated as an off-leash area, provided each such dog has a valid and current membership in compliance with Section 56.07 of this Code; and
 - C. Apply to any trained service dog.
2. Prevent said dog from entering any place where food is stored, prepared, served, or sold to the public, or any public building or hall; provided, this section does not apply to any trained service dog, to veterinarian offices or hospitals, to

dog exhibitions or organized dog-training classes or to dogs used by armored car services or law enforcement agencies.

3. Prevent said dog from being accessible to other animals while in heat except for the purpose of controlled or planned breeding.

4. Prevent said dog from chasing, running after, or jumping at vehicles on public streets and alleys.

5. Prevent said dog from snapping, growling, snarling, barking in a threatening manner, jumping upon, chasing, or otherwise threatening persons or animals.

6. Not keep a dog that exhibits vicious propensities and constitutes a danger to persons, domestic animals, property, or livestock.

7. Prevent said dog from howling, yelling, whining or barking or making other noises in such a manner as to disturb any person or groups of persons to an unreasonable degree.

8. Not keep, harbor, or maintain a dog known to have a contagious disease, unless it is under the treatment of a licensed veterinarian and appropriately isolated to protect the public and other animals;

9. Prevent said dog from running in a pack. ("Pack" means dogs in a group of three or more.)

10. Have a license for said dog, in accordance with Section 56.01 of this Code.

11. Have the dog currently inoculated for rabies and be able to provide proof of such inoculation if the dog is four months of age or older.

12. Prevent the dog from running at large when the dog has not been neutered or spayed if the dog is four months of age or older.

13. Prevent the dog from running at large or being off said owner's or custodian's property, unless it is on a leash and under physical restraint of a responsible person, if the dog has been declared potentially dangerous.

14. Prevent the dog from running at large or being outside a proper enclosure, unless the dog is muzzled and restrained by a substantial chain or leash and under physical restraint of a responsible person, if the dog has been declared dangerous. The muzzle shall be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but shall prevent it from biting any person or animal.

SECTION 5. AMENDMENT. Section 55.08 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

55.08 DESIGNATED OFF-LEASH AREAS.

Dogs may be allowed to run at large only in designated off-leash areas, subject to the membership requirements of Section 56.07 of this Code. An area designated as an off-leash area is governed by the following rules and regulations:

1. Any person bringing a dog into the off-leash area remains liable for damage or injury inflicted by the dog and is subject to all applicable State and City laws regulating dogs.

2. Any dog deemed potentially dangerous or dangerous by any recognized animal control authority is not allowed in an off-leash area.
3. Any person bringing a dog into an off-leash area must maintain control of the dog at all times.
4. No handler is allowed to have more than two dogs in an off-leash area at any one time. All dogs must be attended to within an off-leash area at all times.
5. Any dog exhibiting dangerous or aggressive behavior, including but not limited to biting and fighting, is prohibited from an off-leash area.
6. A female dog in heat is not allowed in an off-leash area.
7. Any person bringing a dog to an off-leash area must leash the dog when it is outside the off-leash area and must carry a leash for each dog while inside the off-leash area.
8. Pronged, pinch and choke collars are not allowed when a dog is off leash in the off-leash area.
9. Any person bringing a dog into an off-leash area must clean up feces after the dog, deposit feces in the containers at the off-leash area, and visibly carry equipment for removing feces.
10. Any children less than 16 years of age in the off-leash area must be accompanied by a parent or guardian.
11. No alcohol or glass containers are allowed in an off-leash area.
12. Bicycles, skateboards, and other wheeled devices, except wheelchairs, other wheeled medical assistance devices, and strollers, are prohibited inside an off-leash area.

SECTION 6. AMENDMENT. Section 55.16, Paragraph 1 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

1. No pet animal shall be at large within the City at any time, except within designated off-leash areas as provided for and in compliance with Chapter 55.08. A properly licensed animal shall not be deemed at large if:
 - A. It is on the premises of the owner; or
 - B. It is on the premises of another person with the knowledge and consent of that person; or
 - C. It is under the control of a person competent to restrain the animal, either by leash or properly restrained within a motor vehicle, or enclosed within a structure.

SECTION 7. AMENDMENT. Section 57.05, Paragraph 7 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

7. The owner of a potentially dangerous dog shall be denied a membership for the dog to enter any public park designated as a dog park or off-leash area in the City of North Liberty.

SECTION 8. AMENDMENT. Section 57.06, Paragraph 11 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

11. The owner of a dangerous dog shall be denied a membership for the dog to enter any park designated as a public dog park or off-leash area in the City of North Liberty.

SECTION 9. AMENDMENT. Section 47.05 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

47.05 PARKS CLOSED.

No person, except those camping in designated areas, shall enter or remain within any park between the hours of 10:00 p.m. and sunrise. No person shall enter or remain within any dog park facility or off-leash area between dusk (defined for these purposes as 60 minutes after sunset) and dawn (defined for these purposes as 60 minutes prior to sunrise).

SECTION 10. AMENDMENT. Section 47.07 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

47.07 DOGS.

In addition to the provisions of the Animal Code (Chapters 55-57), the following limitations apply:

1. Except as provided in chapter 55.08 regarding designated off-leash areas, no person shall bring, cause, or permit any dog to enter into any park or playground unless such dog is on a leash.
2. Every person having custody or control of a dog in any park or playground shall clean up after such dog.
3. No person shall allow any dog to be within 50 feet of any baseball, softball, soccer, or other athletic field in any park.

SECTION 11. REPEALER. All Ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 12. SCRIVENER'S ERROR. The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Clerk or the Clerk's designee without further public hearing.

SECTION 13. SEVERABILITY. If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 14. WHEN EFFECTIVE. This Ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on February 23, 2021.

Second reading on March 9, 2021.

Third and final reading on _____.

CITY OF NORTH LIBERTY

TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance _____ in the *North Liberty Leader* on _____.

TRACEY MULCAHEY, CITY CLERK

1. Pay annual membership fees as set forth herein prior to issuance or renewal of such membership;
2. Provide proof of a current rabies vaccination for each dog for which they seek a membership or membership renewal;
3. Demonstrate and maintain compliance with Chapters 47, 55, 56 and 57 of this Code; and
4. Comply with all supplemental rules of conduct posted at each City Dog Park facility or off-leash area.

Failure to comply with each of the above conditions may result in the temporary or permanent denial or revocation of membership benefits. Individuals whose membership benefits are denied or revoked may request a hearing with the City Administrator to appeal the decision. A request for a hearing must be made in writing and delivered to the Clerk within ten (10) days of the notice of denial or revocation of membership benefits, or it will be conclusively presumed that a failure to comply exists. The hearing will be before the City Administrator at a time and place fixed by the City Administrator. The findings of the City Administrator shall be conclusive.

SECTION 4. AMENDMENT. Section 55.07 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

55.07 CONTROL OF DOGS.

The following dog control regulations are designed to protect public health and safety. The owner or custodian of a dog is strictly liable to control such dog as required herein. This means that the penalty for violation of these regulations is imposed without regard to any wrongful intention of the violator. It is unlawful for the owner or custodian of a dog to violate any of the following regulations. The owner or custodian of a dog shall:

1. Prevent said dog from running at large in the City, whether licensed or not; provided, this subsection does not:

A. Prohibit a person from walking or exercising a dog in public when such dog is on a leash, tether, or chain not exceeding ten feet in length;

B. Prohibit a person from having a dog off-leash in an area designated as an off-leash area, provided each such dog has a valid and current membership in compliance with Section 56.07 of this Code; and

C. Apply to any trained service dog.

2. Prevent said dog from entering any place where food is stored, prepared, served, or sold to the public, or any public building or hall; provided, this section does not apply to any trained service dog, to veterinarian offices or hospitals, to dog exhibitions or organized dog-training classes or to dogs used by armored car services or law enforcement agencies.

3. Prevent said dog from being accessible to other animals while in heat except for the purpose of controlled or planned breeding.
4. Prevent said dog from chasing, running after, or jumping at vehicles on public streets and alleys.
5. Prevent said dog from snapping, growling, snarling, barking in a threatening manner, jumping upon, chasing, or otherwise threatening persons or animals.
6. Not keep a dog that exhibits vicious propensities and constitutes a danger to persons, domestic animals, property, or livestock.
7. Prevent said dog from howling, yelling, whining or barking or making other noises in such a manner as to disturb any person or groups of persons to an unreasonable degree.
8. Not keep, harbor, or maintain a dog known to have a contagious disease, unless it is under the treatment of a licensed veterinarian and appropriately isolated to protect the public and other animals;
9. Prevent said dog from running in a pack. ("Pack" means dogs in a group of three or more.)
10. Have a license for said dog, [in accordance with Section 56.01 of this Code](#).
11. Have the dog currently inoculated for rabies and be able to provide proof of such inoculation if the dog is four months of age or older.
12. Prevent the dog from running at large when the dog has not been neutered or spayed if the dog is four months of age or older.
13. Prevent the dog from running at large or being off said owner's or custodian's property, unless it is on a leash and under physical restraint of a responsible person, if the dog has been declared potentially dangerous.
14. Prevent the dog from running at large or being outside a proper enclosure, unless the dog is muzzled and restrained by a substantial chain or leash and under physical restraint of a responsible person, if the dog has been declared dangerous. The muzzle shall be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but shall prevent it from biting any person or animal.

SECTION 5. AMENDMENT. Section 55.08 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

55.08 DESIGNATED OFF-LEASH AREAS.

~~Licensed d~~Dogs may be allowed to run at large only in designated off-leash areas, [subject to the membership requirements of Section 56.07 of this Code](#). An area designated as an off-leash area is governed by the following rules and regulations:

1. Any person bringing a dog into the off-leash area remains liable for damage or injury inflicted by the dog and is subject to all applicable State and City laws regulating dogs.

2. Any dog deemed potentially dangerous or dangerous by any recognized animal control authority is not allowed in an off-leash area.
3. Any person bringing a dog into an off-leash area must maintain control of the dog at all times.
4. No handler is allowed to have more than two dogs in an off-leash area at any one time. All dogs must be attended to within an off-leash area at all times.
5. Any dog exhibiting dangerous or aggressive behavior, including but not limited to biting and fighting, is prohibited from an off-leash area.
6. A female dog in heat is not allowed in an off-leash area.
7. Any person bringing a dog to an off-leash area must leash the dog when it is outside the off-leash area and must carry a leash for each dog while inside the off-leash area.
8. ~~Pronged, P~~pinch and choke collars are not allowed when a dog is off leash in the off-leash area.
9. Any person bringing a dog into an off-leash area must clean up feces after the dog, deposit feces in the containers at the off-leash area, and visibly carry equipment for removing feces.
10. Any children less than 16 years of age in the off-leash area must be accompanied by a parent or guardian.
11. No alcohol or glass containers are allowed in an off-leash area.
12. Bicycles, skateboards, and other wheeled ~~items-devices, except wheelchairs,~~ other wheeled medical assistance devices, and strollers, are prohibited inside an off-leash area.

SECTION 6. AMENDMENT. Section 55.16, Paragraph 1 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

1. No pet animal shall be at large within the City at any time, except within designated off-leash areas as provided for and in compliance with Chapter 55.08.
A properly licensed animal shall not be deemed at large if:
 - A. It is on the premises of the owner; or
 - B. It is on the premises of another person with the knowledge and consent of that person; or
 - C. It is under the control of a person competent to restrain the animal, either by leash or properly restrained within a motor vehicle, or enclosed within a structure.

SECTION 7. AMENDMENT. Section 57.05, Paragraph 7 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

7. The owner of a potentially dangerous dog shall be denied a ~~permit membership~~ for the dog to enter any public park designated as a dog park ~~or off-leash area~~ in the City of North Liberty.

SECTION 8. AMENDMENT. Section 57.06, Paragraph 11 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

11. The owner of a dangerous dog shall be denied a ~~permit membership~~ for the dog to enter any park designated as a public dog park ~~or off-leash area~~ in the City of North Liberty.

SECTION 9. AMENDMENT. Section 47.05 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

47.05 PARKS CLOSED.

No person, except those camping in designated areas, shall enter or remain within any park between the hours of 10:00 p.m. and sunrise. ~~No person shall enter or remain within any dog park facility or off-leash area between dusk (defined for these purposes as 60 minutes after sunset) and dawn (defined for these purposes as 60 minutes prior to sunrise).~~

SECTION 10. AMENDMENT. Section 47.07 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

47.07 DOGS.

In addition to the provisions of the Animal Code (Chapters 55-57), the following limitations apply:

- ~~1. 1. Except as provided in chapter 55.08 regarding designated off-leash areas, No~~ person shall bring, cause, or permit any dog to enter into any park or playground unless such dog is on a leash. ~~and e~~
- ~~2.~~ 2. Every person having custody or control of a dog in any park or playground shall clean up after such dog.
- ~~3. 2.~~ No person shall allow any dog to be within 50 feet of any baseball, softball, soccer, or other athletic field in any park.

SECTION 11. REPEALER. All Ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 12. SCRIVENER'S ERROR. The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Clerk or the Clerk's designee without further public hearing.

SECTION 13. SEVERABILITY. If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 14. WHEN EFFECTIVE. This Ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on _____.

Second reading on _____.

Third and final reading on _____.

CITY OF NORTH LIBERTY

TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance _____ in the *North Liberty Leader* on _____.

TRACEY MULCAHEY, CITY CLERK



Centennial Park Project

PROPOSAL FOR SERVICES

TO: City of North Liberty

ATTN: Mr. Ryan Heiar, City Administrator
P.O. Box 77
North Liberty, Iowa 52317

PROJECT NAME: Centennial Park Loop Drive Improvements

DATE: March 16, 2021

PROJECT DESCRIPTION: Design, bidding and construction phase services for North Liberty Centennial Park Loop Drive Improvements. Exhibits of the project location/concept improvements and concept phase project cost opinion are included with this proposal as attachments. The Concept Phase cost opinion for this project is \$667,000.

The undersigned Client and Shive-Hattery, Inc. (S-H) agree as follows:

SCOPE OF SERVICES: S-H will provide the following professional services:

1. **Design Phase:** Design phase shall include the following services.
 - a. Topographic Survey: We will provide a topographic survey for the project including surface features, topographic information, and utilities as located by One-Call. The survey will be used as the base map for the design plans.
 - b. Design Services: We will provide design services for the improvement project. The design process/approach will include project management and regular meetings with City staff. We will prepare and submit a DNR NPDES permit application.
 - e. Construction Documents: Construction documents will consist of preparing complete plans for public bidding and construction. The package will be reviewed and approved by City staff prior to authorization for public hearing and distribution to bidders.
 - f. Cost Opinion: We will prepare opinions of probable construction costs for the project. Updated cost opinions will be prepared and reviewed with City staff as a deliverable with each preliminary and final design phase submittal package.
 - g. Project Manual: We will prepare a project manual including bidding documents, construction contract, and technical project specifications for the project.
2. **Bidding Phase:** Services include preparation of bid documents, distribution of contract documents to potential bidders, provide clarification of documents and answer contractor questions, issue addenda as needed, attend bid opening, prepare tabulation of bids, and provide recommendation to the Owner regarding award of contract.



3. **Construction Phase:** Services include the following based upon an estimated four-month construction period.
 - a. Prepare and distribute construction contract and Notice to Proceed.
 - b. Review form of contract, bonds, and insurance.
 - c. Schedule and facilitate a preconstruction meeting to communicate schedule and the administrative details of the project.
 - d. Provide construction staking.
 - e. Provide construction testing including subgrade compaction and concrete testing.
 - f. Provide construction observation at appropriate intervals to determine if the work is proceeding in general conformance with the contract documents.
 - g. Facilitate and participate with construction progress meetings. Prepare weekly construction progress reports.
 - h. Review contractor submittals. Issue clarifications and authorize changes to the contract documents. Negotiate and prepare change orders as needed.
 - i. Review payment applications and provide recommendation to Owner for payment.
 - j. Provide final review of work to determine if work has been completed satisfactorily. Prepare list of deficient items to the contractor as needed. Review final payment application, bonds, and provide recommendation to Owner for final acceptance.
 - k. Provide Record Drawings as prepared by the contractor.

CLIENT RESPONSIBILITIES: It will be your responsibility to provide the following:

1. Participation at design review meetings and review of design phase submittals. Provide authorization to proceed with final design and bid letting.
2. Schedule and conduct informational meeting(s) with the public as deemed necessary.
3. Provide daily construction observation services to monitor progress of the project and provide on-site communications with the Contractor and engineer.

SCHEDULE: We will begin our services immediately after execution of this Agreement. The services will be completed in a timely manner. We understand that the project schedule goal is for bidding to occur late summer 2021 and construction to begin fall 2021.

COMPENSATION: We will provide the Scope of Services for the following fee:

Design & Bidding Phase	\$ 52,500	Lump Sum
Construction Phase	\$ 29,500	Hourly (estimated)
Reimbursable Expenses	\$ 2,000	As incurred (estimated)
Total	\$ 84,000	

We will not proceed with Bidding or Construction Phase services until authorized by the City.

ADDITIONAL SERVICES: Additional services requested that are not included in the Scope of Services will be provided at standard hourly rates. Such services may include preparation of acquisition and easement plats.

AGREEMENT: This proposal shall become the Agreement for Services when signed and dated by both parties. The attached **STANDARD TERMS AND CONDITIONS** are made a part of this proposal and Agreement for Services. Please return a signed copy to us.

ACKNOWLEDGEMENT OF OFFER AND ACCEPTANCE:

Proposal accepted and work is authorized to proceed:

THE CITY OF NORTH LIBERY, IOWA

SHIVE-HATTERY, INC.

BY: _____



TITLE: _____

Kevin P. Trom, P.E.
Project Manager

DATE ACCEPTED: _____

KPT/bad

- Enc.: Standard Terms and Conditions
- Project map concept improvements
- Concept phase project cost opinion

STANDARD TERMS AND CONDITIONS

PARTIES

"S-H" or "Shive-Hattery" shall mean Shive-Hattery, Inc. or Shive-Hattery A/E Services, P.C. or Studio951 a Division of Shive-Hattery or EPOCH a Division of Shive-Hattery or Shive-Hattery New Jersey, Inc. and "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

INDEMNIFICATION

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, employees, contractors, subcontractors and consultants against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal costs to the extent caused by S-H's negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys' fees, expert's fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

HAZARDOUS MATERIALS - INDEMNIFICATION

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney's fees, experts' fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants, spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

BETTERMENT

The CLIENT recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in S-H's drawings, specifications, and other design, bidding or construction documentation furnished by S-H or in other professional services performed or furnished by S-H under this Agreement (herein after in this Betterment section referred to as S-H Documentation). If a required item or component of the Project is omitted from S-H's Documentation, the CLIENT is responsible for paying all costs required to add such item or component to the extent that such item or component would have been required and included in the original S-H Documentation. In no event will S-H be responsible for costs or expense that provides betterment or upgrades or enhances the value of the

Project.

RIGHT OF ENTRY

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

INFORMATION PROVIDED BY OTHERS

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or other entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

SHOP DRAWING REVIEW

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

OTHER SERVICES

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

DISPUTE RESOLUTION

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

EXCUSABLE EVENTS

S-H shall not be responsible or liable to CLIENT or CLIENT's contractors, consultants, or other agents for any of the following events or circumstances, or the resulting delay in S-H's services, additional costs and expenses in S-H's performance of its services, or other effects in S-H's services, stemming in whole or part from such events and circumstances (collectively, "Excusable Events" or, singularly, an "Excusable Event"): a change in law, building code or applicable standards; actions or inactions by a governmental authority; the presence or encounter of hazardous or toxic materials on the Project; war (declared or undeclared) or other armed conflict; terrorism; sabotage; vandalism; riot or other civil disturbance; blockade or embargos; explosion; abnormal weather; unanticipated or unknown site conditions; epidemic or pandemic (including but not limited to COVID-19), delays or other effects arising from government-mandated or government-recommended quarantines, closure of business, access, or travel; strike or labor dispute, lockout, work slowdown or stoppage; accident; act of God; failure of any

governmental or other regulatory authority to act in a timely manner; acts or omissions by CLIENT or by any CLIENT's contractors, consultants or agents of any level on the project (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by CLIENT's contractors, consultants, or agents of any level); or any delays or events outside the reasonable control of S-H. When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for any actual or claimed damages incurred by CLIENT or CLIENT's contractors, consultants, or agents, S-H shall not be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably increase and extend S-H's time for performance of its services, as well as equitably increase the contract sum to compensate S-H for its increased labor, expenses, and other costs to perform its services, due to the Excusable Event.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state of the locale of the S-H office address written in this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

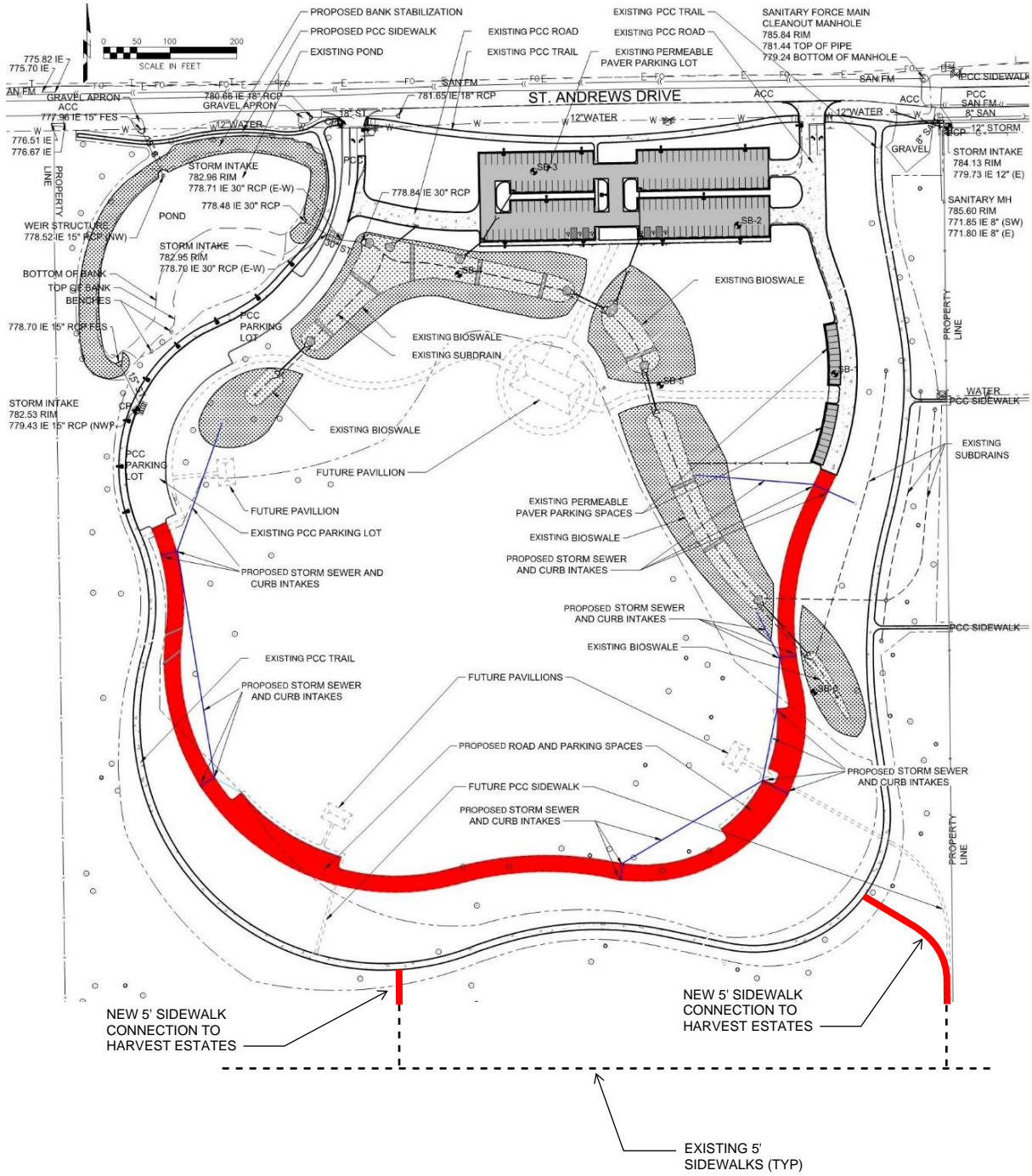
COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. In the event the CLIENT issues a Purchase Order of which this Agreement becomes a part, or the CLIENT and S-H otherwise execute or enter into a contract into which this Agreement is incorporated, the parties expressly agree that, to the extent the terms of this Agreement conflict with or are otherwise inconsistent with such Purchase Order, or any other contract, this Agreement shall supersede and override the terms of the aforementioned documents, and this Agreement shall solely govern in those regards.

ACCEPTANCE

Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The CLIENT representative accepting this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the CLIENT.

CENTENNIAL PARK PHASE 3 CONCEPT PLAN



North Liberty - Centennial Park Loop Drive
CONCEPT PHASE OPINION OF ANTICIPATED COSTS

3/15/2021

DESCRIPTION:

Completion of the remaining driveway loop at Centennial Park, including storm sewers, permeable pavers, and subdrains. Includes two sidewalk connections from Harvest Estates to the existing loop trail.

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED COST
1	Mobilization (4%)	LS	1	\$25,000	\$25,000
2	Clearing & Grubbing	UNIT	27.3	\$22	601
3	Grading	CY	2,400	\$11.00	26,400
4	Permeable Pavers w 18" Rock Storage Base & Fabric	SF	7,045	\$8	56,360
5	7" PCC pavement w 6" granular subbase	SY	4,958	\$50	247,883
6	(2) PCC Sidewalk connections	SY	136	\$50	6,800
7	15" Storm Sewer	LF	1,452	\$37	53,724
8	SW-501 Storm Intake	EA	13	\$3,500	45,500
9	CIP FES to match existing	EA	3	\$3,300	9,900
10	Subdrain	LF	410	\$12.5	5,125
11	Aera Intake	EA	1	\$3,000	3,000
12	Erosion Stone	TON	45	\$38	1,710
13	Hydroseeding	AC	2	\$4,000	8,000
14	Silt Fencing & SWPPP	LF	3,000	\$5	15,000
15	Contingency (15%)	LS	1	\$75,000	75,000
	Subtotal				\$580,000
	Engineering, Bidding, Construction Services (15%)				\$87,000
	TOTAL CONCEPT PHASE COST OPINION				\$667,000

Resolution No. 2021-24

**RESOLUTION APPROVING SERVICES AGREEMENT
BETWEEN THE CITY OF NORTH LIBERTY AND SHIVE-
HATTERY, INC. FOR THE CENTENNIAL PARK LOOP DRIVE
IMPROVEMENTS PROJECT**

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

WHEREAS, the City Council desires to install a park loop drive in Centennial Park;

WHEREAS, Shive-Hattery, Inc. has presented a proposal for services relating to this project; and

NOW, THEREFORE, BE IT RESOLVED that the agreement presented by Shive-Hattery is approved for Design, Bidding, and Construction services relating to the Centennial Park Loop Drive Improvements Project Services Agreement at a lump sum fee of \$84,000 plus costs of expenses is hereby approved as set forth therein.

BE IT FURTHER RESOLVED that the City Administrator is hereby authorized and ordered to execute the agreement with said engineering firm for the scope of work.

APPROVED AND ADOPTED this 23rd day of March, 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



Forevergreen Road Trail Project

PROPOSAL FOR SERVICES

TO: City of North Liberty

ATTN: Mr. Ryan Heiar, City Administrator
P.O. Box 77
North Liberty, Iowa 52317

PROJECT NAME: Forevergreen Road Trail Improvements

DATE: March 16, 2021

PROJECT DESCRIPTION: Design, bidding and construction phase services for North Liberty Forevergreen Road Trail Improvements. Exhibits of the project location/concept improvements and concept phase project cost opinion are included with this proposal as attachments. The Concept Phase cost opinion for this project is \$147,000.

The undersigned Client and Shive-Hattery, Inc. (S-H) agree as follows:

SCOPE OF SERVICES: S-H will provide the following professional services:

1. **Design Phase:** Design phase shall include the following services.
 - a. Topographic Survey: We will provide a topographic survey for the project including surface features, topographic information, and utilities as located by One-Call. The survey will be used as the base map for the design plans.
 - b. Design Services: We will provide design services for the improvement project. The design process/approach will include project management and regular meetings with City staff.
 - e. Construction Documents: Construction documents will consist of preparing complete plans for public bidding and construction. The package will be reviewed and approved by City staff prior to authorization for public hearing and distribution to bidders.
 - f. Cost Opinion: We will prepare opinions of probable construction costs for the project. Updated cost opinions will be prepared and reviewed with City staff as a deliverable with each preliminary and final design phase submittal package.
 - g. Project Manual: We will prepare a project manual including bidding documents, construction contract, and technical project specifications for the project.
2. **Bidding Phase:** Services include preparation of bid documents, distribution of contract documents to potential bidders, provide clarification of documents and answer contractor questions, issue addenda as needed, attend bid opening, prepare tabulation of bids, and provide recommendation to the Owner regarding award of contract.



3. **Construction Phase:** Services include the following based upon an estimated two-month construction period.
 - a. Prepare and distribute construction contract and Notice to Proceed.
 - b. Review form of contract, bonds, and insurance.
 - c. Schedule and facilitate a preconstruction meeting to communicate schedule and the administrative details of the project.
 - d. Provide construction staking.
 - e. Provide construction testing including subgrade compaction and concrete testing.
 - f. Provide construction observation at appropriate intervals to determine if the work is proceeding in general conformance with the contract documents.
 - g. Facilitate and participate with construction progress meetings. Prepare weekly construction progress reports.
 - h. Review contractor submittals. Issue clarifications and authorize changes to the contract documents. Negotiate and prepare change orders as needed.
 - i. Review payment applications and provide recommendation to Owner for payment.
 - j. Provide final review of work to determine if work has been completed satisfactorily. Prepare list of deficient items to the contractor as needed. Review final payment application, bonds, and provide recommendation to Owner for final acceptance.
 - k. Provide Record Drawings as prepared by the contractor.

CLIENT RESPONSIBILITIES: It will be your responsibility to provide the following:

1. Participation at design review meetings and review of design phase submittals. Provide authorization to proceed with final design and bid letting.
2. Schedule and conduct informational meeting(s) with the public as deemed necessary.
3. Provide daily construction observation services to monitor progress of the project and provide on-site communications with the Contractor and engineer.

SCHEDULE: We will begin our services immediately after execution of this Agreement. The services will be completed in a timely manner. We understand that the project schedule goal is for bidding to occur late summer 2021 and construction to begin fall 2021.

COMPENSATION: We will provide the Scope of Services for the following fee:

Design & Bidding Phase	\$ 10,000	Lump Sum
Construction Phase	\$ 9,500	Hourly (estimated)
Reimbursable Expenses	\$ 500	As incurred (estimated)
Total	\$ 20,000	

We will not proceed with Bidding or Construction Phase services until authorized by the City.

ADDITIONAL SERVICES: Additional services requested that are not included in the Scope of Services will be provided at standard hourly rates. Such services may include preparation of acquisition and easement plats.

AGREEMENT: This proposal shall become the Agreement for Services when signed and dated by both parties. The attached **STANDARD TERMS AND CONDITIONS** are made a part of this proposal and Agreement for Services. Please return a signed copy to us.

ACKNOWLEDGEMENT OF OFFER AND ACCEPTANCE:

Proposal accepted and work is authorized to proceed:

THE CITY OF NORTH LIBERY, IOWA

SHIVE-HATTERY, INC.

BY: _____



TITLE: _____

Kevin P. Trom, P.E.
Project Manager

DATE ACCEPTED: _____

KPT/bad

Enc.: Standard Terms and Conditions
Project map concept improvements
Concept phase project cost opinion

STANDARD TERMS AND CONDITIONS

PARTIES

"S-H" or "Shive-Hattery" shall mean Shive-Hattery, Inc. or Shive-Hattery A/E Services, P.C. or Studio951 a Division of Shive-Hattery or EPOCH a Division of Shive-Hattery or Shive-Hattery New Jersey, Inc. and "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

INDEMNIFICATION

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, employees, contractors, subcontractors and consultants against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal costs to the extent caused by S-H's negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys' fees, expert's fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

HAZARDOUS MATERIALS - INDEMNIFICATION

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney's fees, experts' fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants, spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

BETTERMENT

The CLIENT recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in S-H's drawings, specifications, and other design, bidding or construction documentation furnished by S-H or in other professional services performed or furnished by S-H under this Agreement (herein after in this Betterment section referred to as S-H Documentation). If a required item or component of the Project is omitted from S-H's Documentation, the CLIENT is responsible for paying all costs required to add such item or component to the extent that such item or component would have been required and included in the original S-H Documentation. In no event will S-H be responsible for costs or expense that provides betterment or upgrades or enhances the value of the

Project.

RIGHT OF ENTRY

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

INFORMATION PROVIDED BY OTHERS

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or other entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

SHOP DRAWING REVIEW

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

OTHER SERVICES

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

DISPUTE RESOLUTION

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

EXCUSABLE EVENTS

S-H shall not be responsible or liable to CLIENT or CLIENT's contractors, consultants, or other agents for any of the following events or circumstances, or the resulting delay in S-H's services, additional costs and expenses in S-H's performance of its services, or other effects in S-H's services, stemming in whole or part from such events and circumstances (collectively, "Excusable Events" or, singularly, an "Excusable Event"): a change in law, building code or applicable standards; actions or inactions by a governmental authority; the presence or encounter of hazardous or toxic materials on the Project; war (declared or undeclared) or other armed conflict; terrorism; sabotage; vandalism; riot or other civil disturbance; blockade or embargos; explosion; abnormal weather; unanticipated or unknown site conditions; epidemic or pandemic (including but not limited to COVID-19), delays or other effects arising from government-mandated or government-recommended quarantines, closure of business, access, or travel; strike or labor dispute, lockout, work slowdown or stoppage; accident; act of God; failure of any

governmental or other regulatory authority to act in a timely manner; acts or omissions by CLIENT or by any CLIENT's contractors, consultants or agents of any level on the project (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by CLIENT's contractors, consultants, or agents of any level); or any delays or events outside the reasonable control of S-H. When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for any actual or claimed damages incurred by CLIENT or CLIENT's contractors, consultants, or agents, S-H shall not be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably increase and extend S-H's time for performance of its services, as well as equitably increase the contract sum to compensate S-H for its increased labor, expenses, and other costs to perform its services, due to the Excusable Event.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state of the locale of the S-H office address written in this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY

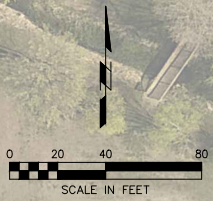
It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. In the event the CLIENT issues a Purchase Order of which this Agreement becomes a part, or the CLIENT and S-H otherwise execute or enter into a contract into which this Agreement is incorporated, the parties expressly agree that, to the extent the terms of this Agreement conflict with or are otherwise inconsistent with such Purchase Order, or any other contract, this Agreement shall supersede and override the terms of the aforementioned documents, and this Agreement shall solely govern in those regards.

ACCEPTANCE

Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The CLIENT representative accepting this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the CLIENT.



FOREVERGREEN ROAD

REMOVE AND
REPLACE 8-FT-WIDE
TRAIL
(RAISE GRADE)

PLACE CULVERT PIPES
TO IMPROVE DRAINAGE

INSTALL AREA INTAKE
AND CONNECT TO
EXISTING
FOREVERGREEN ROAD
AREA INTAKE

NORTH LIBERTY - FOREVERGREEN ROAD TRAIL IMPROVEMENTS

DESCRIPTION: 8-foot wide trail reconstruction along Forevergreen Road (approx. 620-feet). Raise trail grade and place culverts to reduce ponding and storm runoff issues.

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED COST
1	EXCAVATION, CL 10, ROADWAY AND BORROW	CY	350	\$ 25	\$ 8,750
2	REMOVAL OF CONCRETE	SY	550	\$ 15	\$ 8,250
3	TOPSOIL, IMPORT	CY	120	\$ 28	\$ 3,360
4	PCC TRAIL, 6"	SY	550	\$ 65	\$ 35,750
5	FES APRONS, CULVERT	EACH	8	\$ 250	\$ 2,000
6	AREA INTAKE, SW-512	EACH	1	\$ 2,500	\$ 2,500
7	CULVERT PIPE, SMALL	LF	200	\$ 50	\$ 10,000
8	CONNECT TO EXISTING STRUCTURE	EACH	1	\$ 1,000	\$ 1,000
9	TRAFFIC CONTROL	LS	1	\$ 1,000	\$ 1,000
10	MOBILIZATION	LS	1	\$ 19,000	\$ 19,000
11	EROSION CONTROL AND SEEDING	ACRE	1	\$ 10,000	\$ 10,000
12	CONTINGENCY (20%)	LS	1	\$ 25,000	\$ 25,000
Sub-Total Construction					\$ 127,000
Engineering, Legal, Administration (15%)					\$ 20,000
*TOTAL					\$ 147,000

***Does not include costs for easements if required**

Resolution No. 2021-25

**RESOLUTION APPROVING SERVICES AGREEMENT
BETWEEN THE CITY OF NORTH LIBERTY AND SHIVE-
HATTERY, INC. FOR THE FOREVERGREEN ROAD TRAIL
IMPROVEMENTS PROJECT**

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

WHEREAS, the City Council desires to update the trail along Forevergreen Road;

WHEREAS, Shive-Hattery, Inc. has presented a proposal for services relating to this project; and

NOW, THEREFORE, BE IT RESOLVED that the agreement presented by Shive-Hattery is approved for Design, Bidding, and Construction services relating to the Forevergreen Road Trail Improvements Project Services Agreement at a lump sum fee of \$20,000 plus costs of expenses is hereby approved as set forth therein.

BE IT FURTHER RESOLVED that the City Administrator is hereby authorized and ordered to execute the agreement with said engineering firm for the scope of work.

APPROVED AND ADOPTED this 23rd day of March, 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



IDOT Agreement



Iowa Department of Transportation

Agreement for Maintenance and Repair of Primary Roads in Municipalities

This Agreement made and entered into by and between the Municipality of _____, _____ County, Iowa, hereinafter referred to as the Municipality, and the Iowa Department of Transportation, Ames, Iowa, hereinafter referred to as the Department.

AGREEMENT:

In accord with Provisions of Chapter 28E, Sections 306.3, 306.4, 313.3-5, 313.21-23, 313.27, 313.36, 314.5, 321.348 and 384.76 of the Code of Iowa and the Iowa Administrative Rules 761 – Chapter 150 (IAC) the Municipality and Department enter into the following agreement regarding maintenance, repair and minor reconstruction of the primary roads within the boundaries of the Municipality.

I. The Department shall maintain and repair:

A. Freeways (functionally classified and constructed)

1. Maintain highway features including ramps and repairs to bridges.
2. Provide bridge inspection.
3. Highway lighting.

B. Primary Highways – Urban Cross-Section (curbed) (See Sec. II.A)

1. Pavement: Maintain and repair pavement and subgrade from face of curb to face of curb (excluding parking lanes, drainage structures, intakes, manholes, public or private utilities, sanitary sewers and storm sewers).
2. Traffic Services: Provide primary road signing for moving traffic, pavement marking for traffic lanes, guardrail, and stop signs at intersecting streets.
3. Drainage: Maintain surface drainage within the limits of pavement maintenance described in I.B.1 above.
4. Snow and Ice Removal: Plow traffic lanes of pavement and bridges and treat pursuant to the Department's policy.
5. Vehicular Bridges: Structural maintenance and painting as necessary.
6. Provide bridge inspection.

C. Primary Highways – Rural Cross-Section (uncurbed) (See II.B)

1. Maintain, to Department standards for rural roads, excluding tree removal, sidewalks, and repairs due to utility construction and maintenance.

D. City Streets Crossing Freeway Rights of Way (See II.C)

1. Roadsides within the limits of the freeway fence.
2. Surface drainage of right of way.
3. Traffic signs and pavement markings required for freeway operation.
4. Guardrail at piers and bridge approaches.
5. Bridges including deck repair, structural repair, berm slope protection and painting.
6. Pavement expansion relief joints and leveling of bridge approach panels.

II. The Municipality shall maintain and repair:

A. Primary Highways – Urban Cross-Section (curbed) (See Sec. I.B)

1. Pavement: Maintain and repair pavement in parking lanes, intersections beyond the limits of state pavement maintenance; curbs used to contain drainage; and repairs to all pavement due to utility construction, maintenance and repair.
2. Traffic Services: Paint parking stalls, stop lines and crosswalks. Maintain, repair and provide energy to traffic signals and street lighting.
3. Drainage: Maintain storm sewers, manholes, intakes, catch basins and culverts used for collection and disposal of surface drainage.

4. Snow and ice removal: Remove snow windrowed by state plowing operations, remove snow and ice from all areas outside the traffic lanes and load or haul snow which the Municipality considers necessary. Remove snow and ice from sidewalks on bridges used for pedestrian traffic.
5. Maintain sidewalks, retaining walls and all areas between curb and right-of-way line. This includes the removal of trees as necessary and the trimming of tree branches as necessary.
6. Clean, sweep and wash streets when considered necessary by the Municipality.
7. Maintain and repair pedestrian overpasses and underpasses including snow removal, painting and structural repairs.

B. Primary Highways – Rural Cross-Section (uncurbed) (See Sec. I.C)

1. Maintain and repair highway facilities due to utility construction and maintenance.
2. Removal of trees as necessary and the trimming of tree branches as necessary.
3. Maintain sidewalks.

C. City Streets Crossing Freeway Rights of Way (See I.D)

1. All pavement, subgrade and shoulder maintenance on cross streets except expansion relief joints and bridge approach panel leveling.
2. Mark traffic lanes on the cross street.
3. Remove snow on the cross street, including bridges over the freeway.
4. Clean and sweep bridge decks on streets crossing over freeway.
5. Maintain all roadside areas outside the freeway fence.
6. Maintain pedestrian overpasses and underpasses including snow removal, painting, lighting and structural repair.

III. The Municipality further agrees:

- A. That all traffic control devices placed by the Municipality on primary roads within the Municipal boundaries shall conform to the “Manual on Uniform Traffic Control Devices for Streets and Highways.”
- B. To prevent encroachment or obstruction within the right of way, the erection of any private signs on the right of way, or on private property which may overhang the right of way and which could obstruct the view of any portion of the road or the traffic signs or traffic control devices contrary to Section 318.11 of the Code of Iowa.
- C. To comply with all current statutes and regulations pertaining to overlength and overweight vehicles using the primary roads, and to issue special permits for overlength and overweight vehicles only with approval of the Department.
- D. To comply with the current Utility Accommodation Policy of the Department.
- E. To comply with the access control policy of the Department by obtaining prior approval of the Department for any changes to existing entrances or for the construction of new entrances.

IV. Drainage district assessments levied against the primary road within the Municipality shall be shared equally by the Department and the Municipality.

V. Major construction initiated by the Department and all construction initiated by the Municipality shall be covered by separate agreements.

VI. The Department and the Municipality may by a separate annual Supplemental Agreement, reallocate any of the responsibilities covered in Section I of this agreement.

VII. This Agreement shall be in effect for a five year period from July 1, 2021 to June 30, 2026

IN WITNESS WHEREOF, The Parties hereto have set their hands, for the purposes herein expressed, on the dates indicated below.

MUNICIPALITY

IOWA DEPARTMENT OF TRANSPORTATION

By _____

BY _____
District Engineer

Date _____

Date _____

Resolution No. 2021-26

**RESOLUTION APPROVING THE AGREEMENT FOR
MAINTENANCE AND REPAIR OF PRIMARY ROADS
BETWEEN THE CITY OF NORTH LIBERTY AND THE IOWA
DEPARTMENT OF TRANSPORTATION**

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

WHEREAS, the Iowa Department of Transportation has requested that the City consider a five year agreement for Maintenance and Repair of Primary Roads;

WHEREAS, the proposed agreement is for the period of July 1, 2021 through June 30, 2026; and

NOW, THEREFORE, BE IT RESOLVED that the agreement presented by the Iowa Department of Transportation for Maintenance and Repair of Primary Roads in Municipalities between the Iowa Department of Transportation and the City of North Liberty is hereby approved as set forth therein.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized and ordered to execute the agreement.

APPROVED AND ADOPTED this 23rd day of March, 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



Franchise Fees

City of North Liberty

Utility Franchise Fee Analysis

5-Year Revenue Projections (Calculations include 1% annual growth)

	Year 1	Year 2	Year 3	Year 4	Year 5	5-Year Totals
1.00%	\$ 171,700	\$ 173,417	\$ 175,151	\$ 176,903	\$ 178,672	\$ 875,843
1.25%	\$ 214,625	\$ 216,771	\$ 218,939	\$ 221,128	\$ 223,340	\$ 1,094,803
1.50%	\$ 257,550	\$ 260,126	\$ 262,727	\$ 265,354	\$ 268,008	\$ 1,313,764
1.75%	\$ 300,475	\$ 303,480	\$ 306,515	\$ 309,580	\$ 312,675	\$ 1,532,724
2.00%	\$ 343,400	\$ 346,834	\$ 350,302	\$ 353,805	\$ 357,343	\$ 1,751,685

Impact to Residential Utility Bill - SAMPLE

(4-person household, 2,900 square feet)

Electric - Linn County REC

	Monthly Charges	1.00%	1.25%	1.50%	1.75%	2.00%
January	\$115.53	\$1.16	\$1.44	\$1.73	\$2.02	\$2.31
February	\$101.41	\$1.01	\$1.27	\$1.52	\$1.77	\$2.03
March	\$85.46	\$0.85	\$1.07	\$1.28	\$1.50	\$1.71
April	\$93.69	\$0.94	\$1.17	\$1.41	\$1.64	\$1.87
May	\$76.87	\$0.77	\$0.96	\$1.15	\$1.35	\$1.54
June	\$165.66	\$1.66	\$2.07	\$2.48	\$2.90	\$3.31
July	\$215.38	\$2.15	\$2.69	\$3.23	\$3.77	\$4.31
August	\$184.07	\$1.84	\$2.30	\$2.76	\$3.22	\$3.68
September	\$156.96	\$1.57	\$1.96	\$2.35	\$2.75	\$3.14
October	\$118.06	\$1.18	\$1.48	\$1.77	\$2.07	\$2.36
November	\$82.83	\$0.83	\$1.04	\$1.24	\$1.45	\$1.66
December	\$98.72	\$0.99	\$1.23	\$1.48	\$1.73	\$1.97
Annual Total		\$14.95	\$18.68	\$22.42	\$26.16	\$29.89
Monthly Average		\$1.25	\$1.56	\$1.87	\$2.18	\$2.49

City of North Liberty

Utility Franchise Fee Analysis

Gas - Mid American

	Monthly Charges	1.00%	1.25%	1.50%	1.75%	2.00%
January	\$113.15	\$1.13	\$1.41	\$1.70	\$1.98	\$2.26
February	\$99.24	\$0.99	\$1.24	\$1.49	\$1.74	\$1.98
March	\$60.35	\$0.60	\$0.75	\$0.91	\$1.06	\$1.21
April	\$42.32	\$0.42	\$0.53	\$0.63	\$0.74	\$0.85
May	\$26.76	\$0.27	\$0.33	\$0.40	\$0.47	\$0.54
June	\$20.27	\$0.20	\$0.25	\$0.30	\$0.35	\$0.41
July	\$19.00	\$0.19	\$0.24	\$0.29	\$0.33	\$0.38
August	\$17.11	\$0.17	\$0.21	\$0.26	\$0.30	\$0.34
September	\$22.17	\$0.22	\$0.28	\$0.33	\$0.39	\$0.44
October	\$29.18	\$0.29	\$0.36	\$0.44	\$0.51	\$0.58
November	\$50.89	\$0.51	\$0.64	\$0.76	\$0.89	\$1.02
December	\$75.71	\$0.76	\$0.95	\$1.14	\$1.32	\$1.51
Annual Total		\$5.76	\$7.20	\$8.64	\$10.08	\$11.52
Monthly Average		\$0.48	\$0.60	\$0.72	\$0.84	\$0.96

Combined Gas & Electric

	Monthly Charges	1.00%	1.25%	1.50%	1.75%	2.00%
January	\$228.68	\$2.29	\$2.86	\$3.43	\$4.00	\$4.57
February	\$200.65	\$2.01	\$2.51	\$3.01	\$3.51	\$4.01
March	\$145.81	\$1.46	\$1.82	\$2.19	\$2.55	\$2.92
April	\$136.01	\$1.36	\$1.70	\$2.04	\$2.38	\$2.72
May	\$103.63	\$1.04	\$1.30	\$1.55	\$1.81	\$2.07
June	\$185.93	\$1.86	\$2.32	\$2.79	\$3.25	\$3.72
July	\$234.38	\$2.34	\$2.93	\$3.52	\$4.10	\$4.69
August	\$201.18	\$2.01	\$2.51	\$3.02	\$3.52	\$4.02
September	\$179.13	\$1.79	\$2.24	\$2.69	\$3.13	\$3.58
October	\$147.24	\$1.47	\$1.84	\$2.21	\$2.58	\$2.94
November	\$133.72	\$1.34	\$1.67	\$2.01	\$2.34	\$2.67
December	\$174.43	\$1.74	\$2.18	\$2.62	\$3.05	\$3.49
Annual Total		\$20.71	\$25.88	\$31.06	\$36.24	\$41.42
Monthly Average		\$1.73	\$2.16	\$2.59	\$3.02	\$3.45

North Liberty Parks Projects

FY22 - FY26

Project Title	Project Description	Project Cost
Centennial Park - Road	Complete the park road.	\$ 620,000
Penn Meadows Park - Tennis Courts	Resurface tennis courts & convert two courts to six pickleball courts.	\$ 100,000
New Segment - Penn Meadows	Install concrete border with ADA ramp and sidewalk connection in the middle playground area.	\$ 15,000
Repairs - Forevergreen Road Trail	Regrade and replace section of trail west of Keystone Place.	\$ 147,000
FY 22 Total		\$ 882,000
Babe Ruth Field - Backstop	Improve ballfield backstop due to the orientation of the new parking lot.	\$ 30,000
Babe Ruth Field - Restrooms/Concessions	Upgrade or replace restrooms/concessions/ storage building (possible joint project with field users).	\$ 60,000
Centennial Park	Construct pavilion, outdoor performance venue & 5,000 sqft splash pad.	\$ 3,500,000
Centennial Park - Shelter	Construct a shelter.	\$ 80,000
Penn Meadows Park - Ball Field	Add ballfield lighting to north and/or south 4plex.	\$ 500,000
Penn Meadows Park - Lighting	Add lighting to north parking lot.	\$ 100,000
Penn Meadows Park - Parking	Repair & resurface existing north parking lot.	\$ 190,000
Penn Meadows Park - Parking	Expand the existing north parking lot.	\$ 175,000
Ranshaw House - Fitness Equipment	Install senior outdoor fitness equipment.	\$ 120,000
Widen Segment - Trails Plan	Widen 1,448' segment on North Kansas Avenue from North Madison Avenue to West Lake Road.	\$ 180,000
Trail Lighting	Install LED trail lighting at various locations.	\$ 100,000
FY23 Total		\$ 5,035,000
Centennial Park	Construct honorarium for service women and men, gazebo, and sculpture & flower gardens.	\$ 500,000
Deerfield Park - Parking	Add small parking lot.	\$ 40,000
Fox Run Neighborhood Park	Replace playground equipment and add concrete border around Fox Run Park playground with ADA ramp.	\$ 70,000
Fox Run Pond Park	Install new playground and add concrete border around playground with ADA ramp.	\$ 175,000
Liberty Centre Park	Repaint the 29 trail lighting poles and bridge & pier handrail guards a black color.	\$ 25,000
Penn Meadows Park - Access Road	Pave access road from south parking lot to old concessions building (work with Water Dept to design road to accommodate service road to the Jordan Well located in Penn Meadows Park).	\$ 90,000
Quail Ridge Park - Parking	Expand the existing parking lot.	\$ 60,000
New Segment - Broadmoor Park	Add a park walk at Broadmoor Park & pond.	\$ 335,000
New Segment - North Liberty Road Trail	Construct trail along North Liberty Road & Penn Street from Abraham Road to Molly Street & in front of Penn Meadows Park where trail segment is missing.	\$ 1,275,000
Trail Lighting	Install LED trail lighting at various locations.	\$ 100,000
FY24 Total		\$ 2,670,000

North Liberty Parks Projects FY22 - FY26

Project Title	Project Description	Project Cost
Deerfield Park	Purchase new land adjacent to Deerfield Park.	\$ 500,000
Penn Meadows Park & Babe Ruth Field	Add ballfield lighting to Babe Ruth Park, plus remaining lighting needs for north and/or south 4plex.	\$ 1,200,000
New Segment - Quail Ridge Park	Add 1,617' concrete border trail around Quail Ridge Park.	\$ 174,960
New Segment - Freedom Park	Add a park walk at Freedom Park & pond.	\$ 80,640
Trail Lighting	Install LED trail lighting at various locations.	\$ 100,000
FY25 Total		\$ 2,055,600
Fox Valley Subdivision - Playground	Install new playground and add concrete border around playground with ADA ramp.	\$ 200,000
Park TBD - Frisbee Golf	Construct frisbee golf course, location to be determined.	\$ 10,000
Penn Meadows Park	Expand community gardens.	\$ 4,500
New Segment - Fox Run Neighborhood Park	Add a park walk at Fox Run Neighborhood Park.	\$ 16,740
New Segment - Fox Run Pond Park	Add a park walk at Fox Run Park & pond.	\$ 194,400
New Segment - Trails Plan	South side of West Zeller Street from Quail Ridge Park east to Ranshaw Way/HWY 965.	\$ 220,000
Trail Lighting	Install LED trail lighting at various locations.	\$ 100,000
FY26 Total		\$ 745,640
Five-Year Total		\$ 11,388,240
Anticipated Grants & Fundraising		\$ 1,830,000
Additional Funds Needed		\$ 9,558,240

Note: Based on FY22 tax valuations, every \$500k of General Obligation debt will result in approximately \$0.04 increase in the Debt Service levy.

AN ORDINANCE AMENDING THE MIDAMERICAN ENERGY COMPANY, INTERSTATE POWER AND LIGHT COMPANY, AND LINN COUNTY RURAL ELECTRIC COOPERATIVE FRANCHISE AGREEMENTS TO ADJUST FRANCHISE FEES.

BE IT ENACTED by the City Council of the City of North Liberty, Iowa:

SECTION 1. AMENDMENT. Section 110.13 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

110.13 FRANCHISE FEE.

There is hereby imposed upon and shall be collected from the natural gas customers of the Company receiving service pursuant to the Tariff located within the corporate limits of the City and remitted by the Company to the City, a franchise fee from each revenue class as set forth below of the gross receipts, minus uncollectable amounts, derived by the Company from the delivery and sale of natural gas to customers within the corporate limits of the City:

- Residential Customers ~~zero-X percent (X% θ) percent~~
- Commercial Customers ~~zero-X percent (X% θ) percent~~
- Industrial Customers ~~zero-X percent (X% θ) percent~~
- Public Authority Customers ~~zero-X percent (X% θ) percent~~
- Distribution (Transportation) Customers ~~zero-X percent (X% θ) percent~~

SECTION 2. AMENDMENT. Paragraph 1 of Section 111.10 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

1. In its monthly billing, the Company shall ~~initially~~ include a franchise fee at a rate of ~~zero-X percent (X θ %)~~ ~~on-of~~ the gross receipts from the sale of electricity to the Company's electric customers located within the corporate limits of the City.

SECTION 3. AMENDMENT. Paragraph 1 of Section 117.16 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

1. ~~The Cooperative shall include a franchise fee at a rate of X percent (X%) of the gross receipts from the sale of electricity for customers within the City Limits of North Liberty, Johnson County, Iowa.~~ At any time during the term of the Franchise Agreement, the City may ~~adopt amend a said~~ franchise fee ~~as a percentage of gross receipts from the sale of electricity for customers within the City limits of North Liberty, Johnson County, Iowa.~~ -The Cooperative shall commence collecting the franchise fee at the specified rate within six months of the date the City notifies the Cooperative of adoption or amendment of athe franchise fee. The franchise

fee may increase up to a maximum of five percent (5%) as allowed by law. The City shall be solely responsible for the proper use of any amounts collected as franchise fees, and shall only use such fees as collected for a purpose as allowed by applicable law. Collection of the franchise fee shall cease at the earlier of the City's repeal of the franchise fee or the end of the franchise term. Notwithstanding the foregoing, the collection of any franchise fee shall be in accordance with applicable law, including but not limited to any limitations upon the collection of such franchise fee.

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

SECTION 5. SCRIVENER'S ERROR. The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Clerk or the Clerk's designee without further public hearing.

SECTION 6. SEVERABILITY. If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 7. WHEN EFFECTIVE. This Ordinance shall be in effect upon and after its final passage, approval and publication as provided by law.

First reading on _____.

Second reading on _____.

Third and final reading on _____.

CITY OF NORTH LIBERTY

TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance _____ in the *North Liberty Leader*
on _____.



FRANCHISE FEE REVENUE PURPOSE STATEMENT

A proposal to amend the City of North Liberty's several utility franchise agreements to increase the rate at which utility franchise fees are assessed will be considered by the North Liberty City Council following a public hearing during its regular meeting on Tuesday, [Month and Date]. Pursuant to the provisions of Iowa Code § 364.2, Code of Iowa, as amended, any franchise fees so collected shall only be used for the purposes set forth below in this Revenue Purpose Statement:

- The repair, remediation, restoration, cleanup, replacement, and improvement of existing public parks, park facilities, and trail structures within the City of North Liberty;
- The construction, reconstruction, or repair of public park grounds and trails within the City of North Liberty, and the acquisition of real estate needed for such purposes.

Cities in Iowa that Utilize a Utility Franchise Fee

City	Gas	Electric	City	Gas	Electric
Ackley	1%	1%	Collins	3%	3%
Akron	5%	0%	Conway	0%	1%
Albert City	3%	3%	Coralville	1%	1%
Alburnett	1%	1%	Council Bluffs	2%	2%
Algona	5%	5%	Danbury	3%	3%
Alleman	5%	5%	Decatur City	0%	5%
Altoona	5%	5%	Decorah^	1%	2%
Anamosa	2%	2%	Delhi	5%	5%
Ankeny	2%	2%	Des Moines	5%	5%
Armstrong	5%	5%	Dolliver	0%	1%
Arnolds Park	1%	1%	Donnellson	4%	4%
Asbury	1%	1%	Dubuque	5%	5%
Audubon	5%	5%	Durant	5%	0%
Beacon	1%	1%	Dyersville	1%	1%
Bellevue	5%	5%	Early	4%	3%
Blakesburg	0%	1%	Eddyville	0%	1%
Blanchard	0%	3%	Eldon	2%	2%
Boone	1%	1%	Eldora	2%	2%
Boxholm	1%	0%	Elkader	5%	0%
Boyden	5%	5%	Ely	1%	1%
Brandon	5%	5%	Everly	0%	1%
Calmar	3%	3%	Exline	0%	2.5%
Camanche	2%	0%	Fayette	1%	1%
Carlisle*	0%	4%	Fonda	2%	0%
Carroll	0%	1%	Fort Atkinson	0%	5%
Cedar Rapids	3%	3%	Fruitland	1%	0%
Center Point	3%	3%	Garnavillo	3%	3%
Centerville	3%	3%	Garwin	1%	1%
Central City	5%	5%	Glenwood	5%	5%
Chariton	1%	1%	Greenville	0%	1%
Cherokee	5%	5%	Grinnell	4%	4%
Chillicothe	0%	1%	Griswold	3%	3%
Churdan	0%	2%	Gruver	0%	2%
Cincinnati	2%	2%	Hampton	5%	5%
Clarion	5%	5%	Harris	0%	3%
Clinton	4%	4%	Hartford	5%	5%
Clive	5%	5%	Hastings	0%	5%
Clutier	0%	2%	Hawkeye	5%	5%
Coggon	1%	0%	Hazleton	1%	1%
Colfax	5%	5%	Hiawatha	3%	3%

City	Gas	Electric
Hubbard	1%	1%
Hull (r)	5%	5%
Hull (c/i)	1.5%	1.5%
Huxley	3%	3%
Independence	5%	0%
Indianola	5%	5%
Inwood (r)	5%	5%
Inwood (nr)	3%	3%
Iowa City	1%	1%
Iowa Falls	2.5%	2.5%
Ireton	0%	5%
Keystone	1%	1%
Knoxville	5%	5%
Lake City	3%	3%
Lakota	4%	4%
Lamont	4%	0%
Lansing	0%	3%
Lawler	0%	5%
Ledyard	5%	5%
Lewis	0%	4%
Libertyville	1%	1%
Lincoln		1%
Logan (r)	5%	5%
Logan (b)	2%	2%
Lohrville	3%	3%
Lone Rock	1%	1%
Luana	1%	1%
Lytton	4%	0%
Madrid	1%	1%
Malcom	2%	2%
Mallard	0%	1%
Manchester	3%	3%
Marathon	5%	0%
Marengo	3%	3%
Marion	0%	4%
Maxwell	2%	2%
Melbourne	1%	1%
Melcher-Dallas	4%	4%
Melvin	0%	5%
Millersburg	0%	1%
Milton	0%	1%
Missouri Valley	1%	1%

City	Gas	Electric
Mitchellville	3%	3%
Monticello	3%	3%
Moravia	1%	1%
Moulton	0%	1%
Mount Vernon	5%	5%
Muscatine	2%	0%
Murray	0%	5%
Mystic	0%	1%
New Providence	1.5%	1.5%
New Virginia	3%	3%
Norway	3%	3%
Numa	0%	1%
Oakland	0%	1%
Ocheyedan	0%	1%
Oelwein	5%	5%
Ogden	1%	0%
Onslow	0%	2%
Osceola	2%	2%
Oskaloosa	3%	3%
Ossian	2%	2%
Parnell	2%	2%
Peosta	1%	1%
Perry	2%	2%
Plano	0%	1%
Pleasant Hill	5%	5%
Pleasant Plain	0%	1%
Plover	0%	1%
Prairieburg	0%	1%
Prairie City	1%	1%
Rembrandt	2%	2%
Rock Valley	5%	5%
Rolfe	0%	1%
Rossie	0%	1%
Royal	0%	2%
Russell	0%	2%
Searsboro	0%	1%
Sergeant Bluff (r)	5%	5%
Sergeant Bluff (nr)	3%	3%
Sharpsburg	0%	1%
Shenandoah	5%	5%
Sibley	3%	3%
Sigourney	2%	2%



Additional Information



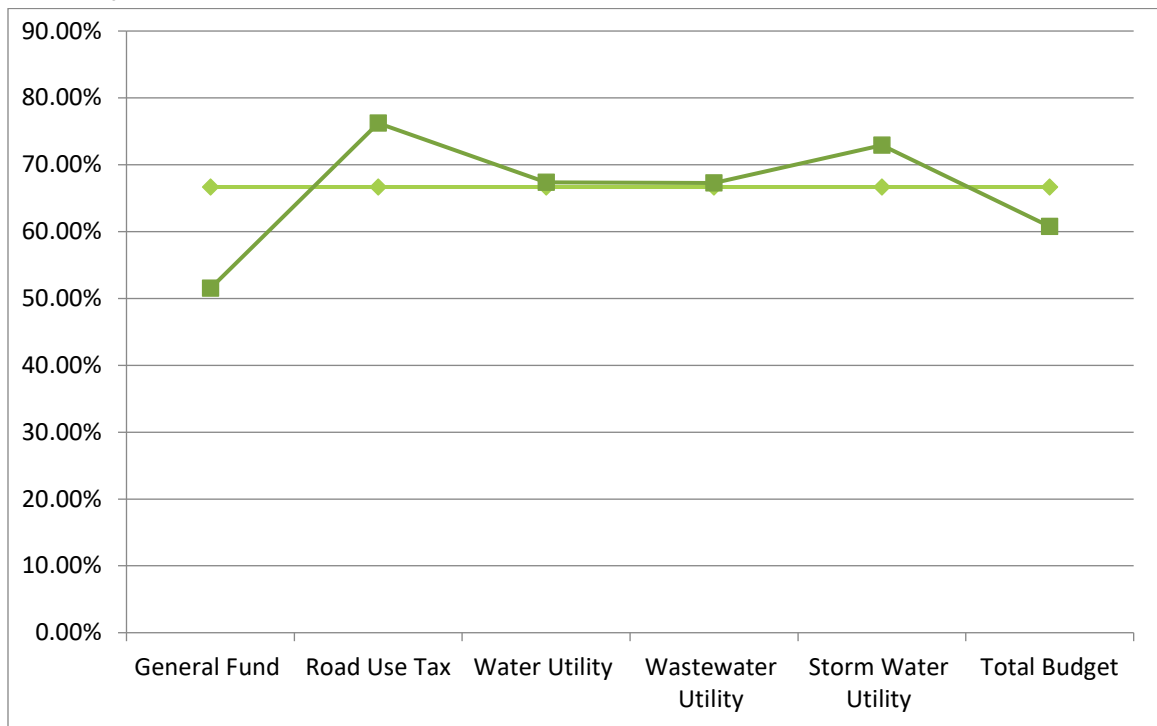
Financial Report

February 2021

City staff are pleased to submit the unaudited monthly financial report for the month of February 2021. At the end of the month, the City was 66.67% through the budget year. Total revenues received for the month were \$1,752,460. Total expenditures for the month were \$2,723,064. The total cash balance at the end of the month was \$21,890,352.

Revenues

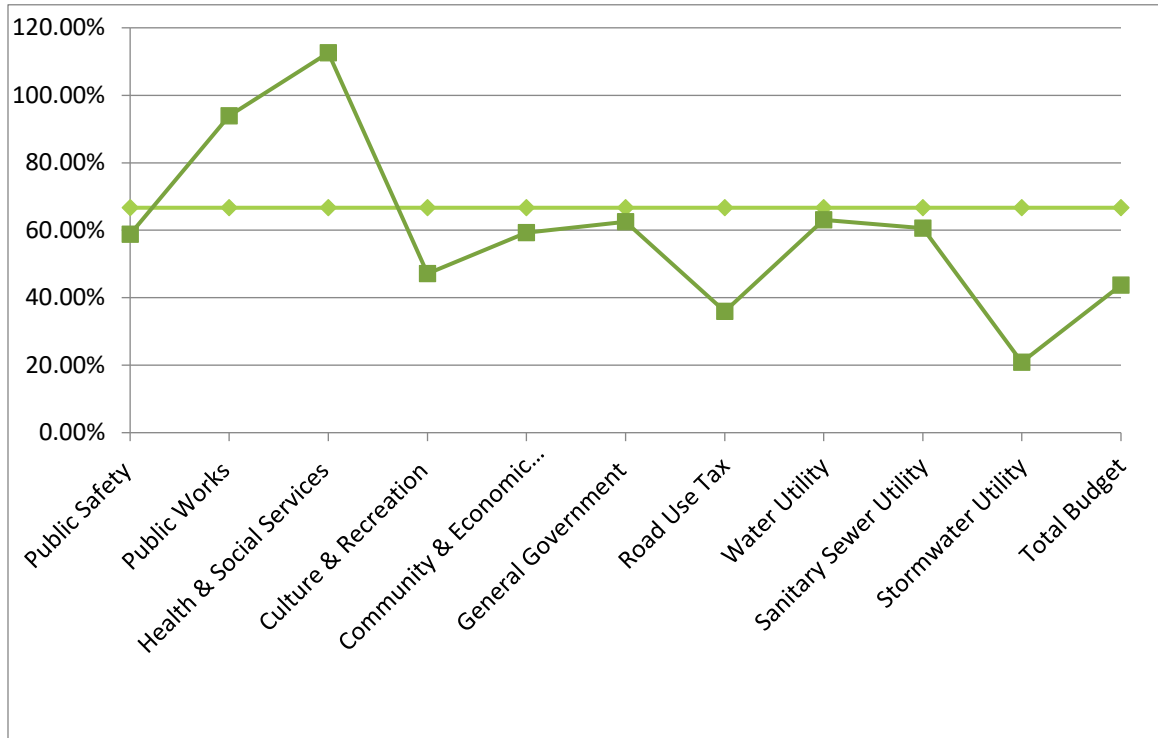
The following chart demonstrates the condition of the City's budgeted revenues as of February 28, 2021:



Overall revenues for the fiscal year to date are almost \$35 million, 61% of the budgeted amount. Road Use Taxes are ahead of the budgeted projection. Bond proceeds were received in July adding to the revenues for the year. CARES funds were received in December.

Expenditures

The following chart demonstrates the condition of the City's budgeted expenditures as of February 28, 2021:



Year to date total expenditures are just over \$25 million, or about 44% of the projected budget amounts.

All expenditures are on track other than Social Services as all grants are made in July. Public Works for trash and recycling expenses expanding faster than projected.

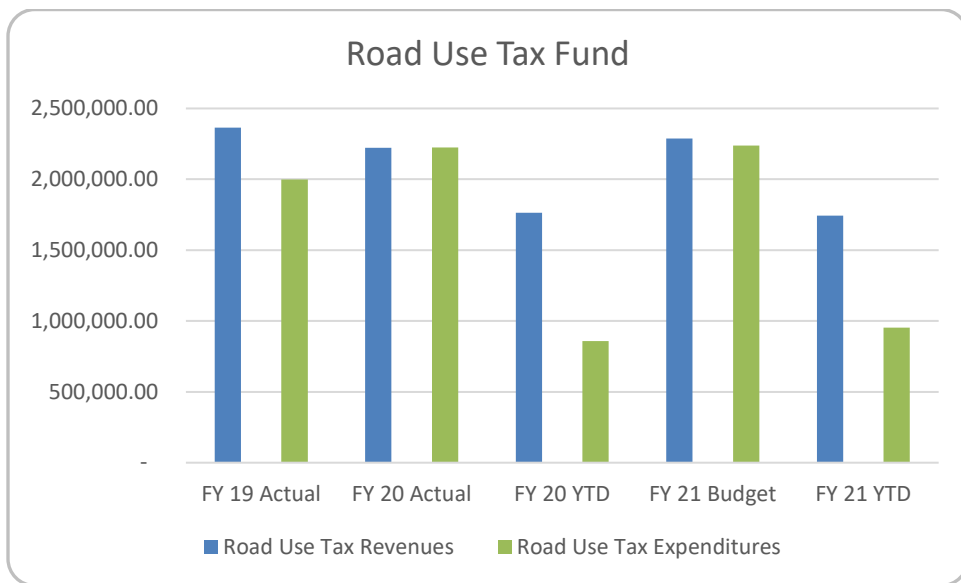
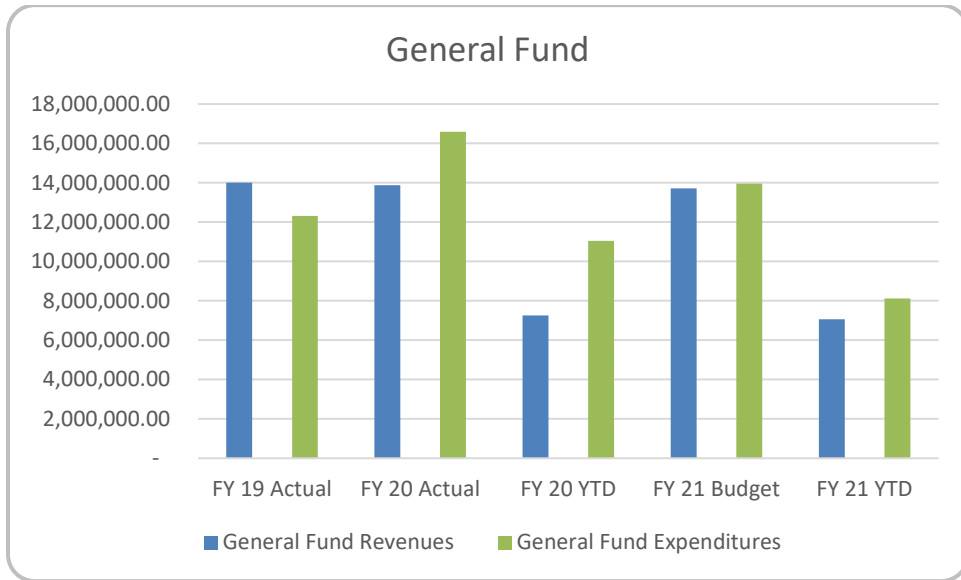
Treasurer's Report

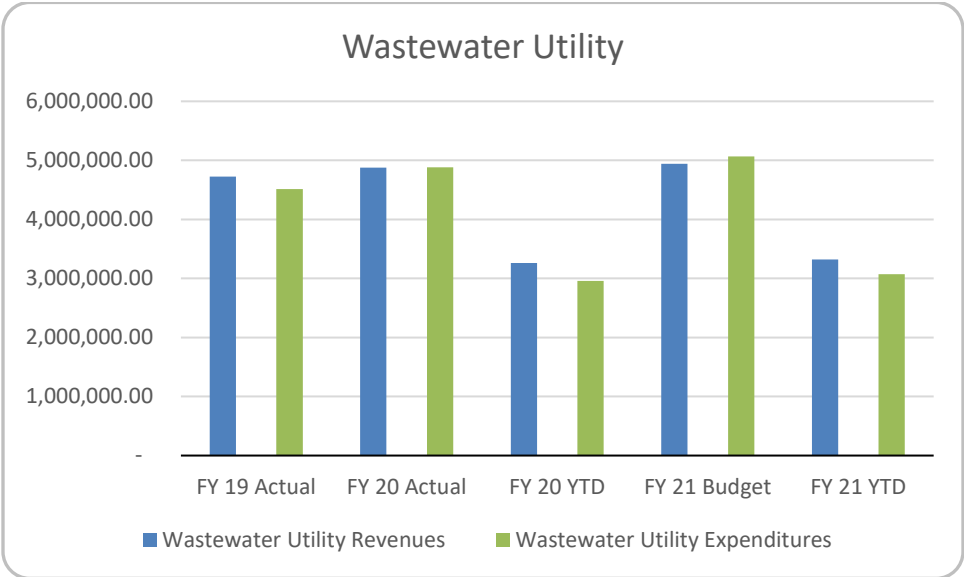
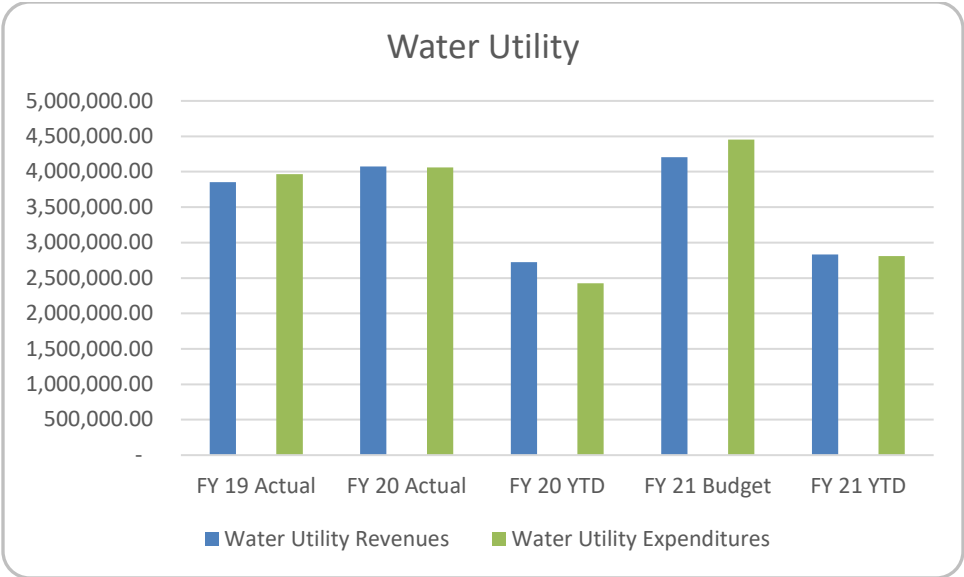
Following is the Treasurer's Report for February. The General Fund Balance is comprised of more than just the 010 General Fund. For accounting purposes of the budget and reporting, other funds such as Hotel/Motel Tax, Library Capital, Fire Capital and others are incorporated into the General total. The General Fund for operating expenses has a fund balance of \$ 4,462,748. The other funds in the total shown here are obligated to specific departments or types of activities. The other funds are separated out to keep those funds obligated for future specific types of expenditures.

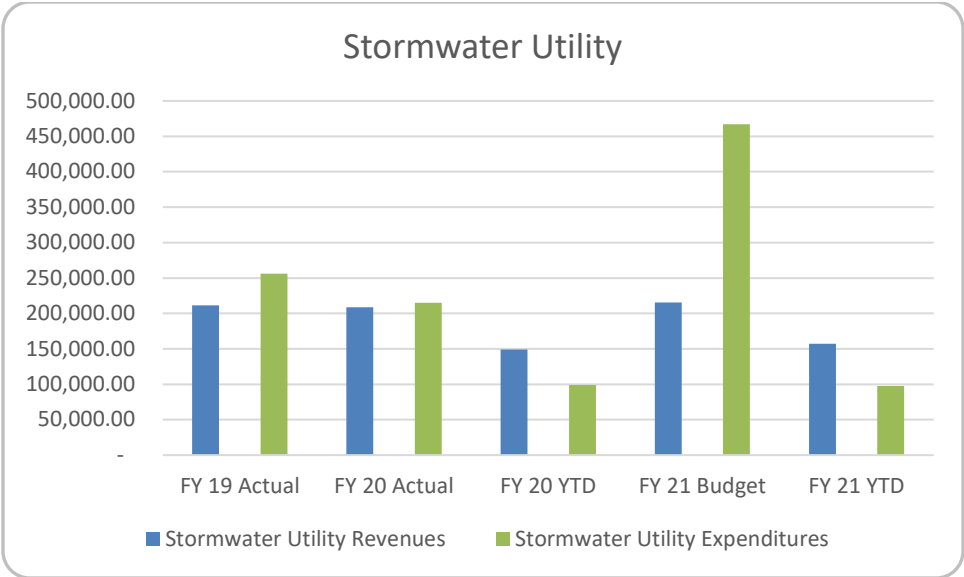
CITY OF NORTH LIBERTY TREASURER'S REPORT February 2021				
FUNDS	BALANCE FORWARD 2/1/2021	REVENUE	EXPENSE	BALANCE ENDING 2/28/2021
GENERAL	8,253,391.09	347,416.17	986,092.77	7,614,714.49
SPECIAL REVENUE	8,497,487.32	192,773.28	149,195.08	8,541,065.52
DEBT SERVICE	1,352,879.80	5,914.51	0.00	1,358,794.31
CAPITAL PROJECTS	-6,452,847.47	1,062.05	353,548.72	-6,805,334.14
WATER ENTERPRISE	4,715,702.05	542,202.84	355,494.88	4,902,410.01
WASTEWATER ENTERPRISE	6,269,602.82	641,497.15	868,655.41	6,042,444.56
STORM WATER ENTERPRISE	228,572.55	17,773.75	10,089.37	236,256.93
TOTAL	22,864,788.16	1,748,639.75	2,723,076.23	21,890,351.68

Summary Charts

Following are comparison charts of revenues and expenditures for the past two fiscal years, this fiscal year's budget and this fiscal year to date.







If you have questions regarding this document or would like additional information, please contact Tracey Mulcahey.



To **Mayor and City Council**
CC **City Administrator Ryan Heiar**
From **Street Superintendent Michael Pentecost**
Date **March 1, 2021**
Re **Street Department Staff Monthly Report for February**

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

- Locating of City Utilities (96 job tickets) ongoing
 - a. This is an increase of 88% from February 2020
- Continued animal control services (2 responses to animal issues)
- Cemetery plot locates (2 in total)
- Projects/Meetings
 - a. Ranshaw Way Phase 5
 - i. Phasing, incentives, liquidated damages, and schedule reviewed
 - ii. Working with utility contractors for relocation
 - iii. Alliant Energy contractor continues installing underground infrastructure
 - b. Southwest Growth Project
 - i. Work slowed extensively from winter weather conditions
 - ii. Contractor continues to be behind on schedule
 - c. Dubuque St Phase 1
 - i. Electric utility meeting and proposed design
- Staff conducted monthly safety inspections for all street equipment and buildings
- Staff conducted monthly warning sirens tests and inspection
- Training
 - a. The rest of street staff participated in diversity training class titled “LGBTQ 101”
 - b. Superintendent trained on “Employee Drug/Alcohol Use” and “Dog Bite Awareness”
 - c. New financial software training for selected staff
- 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
- Sanitary Sewer
 - a. No sewer issues this month
- Storm Sewer
 - a. Crews spent time opening up storm intakes on all routes to improve drainage, flooding, and freezing from occurring

- Ranshaw Way and Dubuque St shoulders edged with rock for smooth transition as well as pot hole patching in various locations
- Johnson County Emergency Management assists
 - a. Delivered and trained use of 2 mobile message boards to City of Solon for Covid Vaccine Clinic
 - b. Delivered 2 light towers to assist law agencies with Cherry St standoff
- Snow Operations
 - a. 9 snow events (2-2,4 (Blizzard), 5, 6, 8, 12, 13, 16, and 21)
 - b. Anti-icing applied on 2-19-21
 - i. 107 lane miles covered
 - ii. 6,683 gallons applied
 - iii. Cost of \$549
 - c. Crews worked over 436 extended hours to provide safe travel this month
 - d. Each event is unique and requires different preparations before, during, and after the storm. Salt spreaders are calibrated for consistency. All equipment checks (tires, fluids, framing, blade edge) are performed before each storm as well as loaded with material and fueled to respond as quickly as possible. During snow events, minor repairs may be needed to equipment so they can continue working. After each event, crews will spend several days cleaning up plow routes, maintenance and repairs on equipment, pushing and keeping drift areas back, ordering and maintaining supplies (salt, diesel, cutting edges and other parts). Material data is also downloaded from trucks to determine quantity of material used and help estimate future orders needed. Crews will then haul snow from locations that are out of room to create additional storage. Line of sight locations are improved. Contact is returned on residential voice messages and emails.
 - e. This month presented challenges because of blizzard conditions at times, extreme cold temperatures, and continued storms back to back with little time for repairs and crew rest.
 - f. Again, I am very proud and grateful for the dedication from staff and the sacrifices from their families. We have an excellent team!

North Liberty Board of Trustees Meeting
Virtual Meeting

DATE: January 18, 2021

PRESENT: Jessica Beck, Heidi Wood, Laura Hefley, Mike Healy, Scott Clemons, Chris Mangrich, Library Director Jennie Garner, Assistant Library Director Jennifer Jordebek

ABSENT:

Call to Order

- 1) Additions/Changes to the Agenda
 - a) None
- 2) Public Comment
 - a) None
- 3) Approval of the Minutes
 - a) December meeting minutes motion to approve by M. Healy; second L. Hefley; approved by voice vote
- 4) Reports
 - a) Staff Introduction
 - i) Assistant Library Director Jennifer Jordebek
 - (1) Participated in 21-Day Equity Challenge
 - (a) Self-guided program
 - (b) equitychallenge.org
 - (c) Library staff continues to elevate diversity, equity, and inclusion into the collection, programming, services, and accessibility through awareness enhanced by continuing education like the 21-Day Equity Challenge
 - b) Budget
 - i) Total Library Services at 46.39% of budget. 50% is average for this time of year
 - c) Director
 - i) Staffing Update
 - (1) Staff on-site
 - (2) No covid-19 transmission among staff
 - ii) Service Plan
 - (1) Opening for browsing soon
 - (2) Hoping to expand evening hours in February
 - (3) Outside lockers popular with patrons
 - iii) Annual Contribution Letter
 - (1) Combining Friends and Endowment in letter
 - (2) 850 letters
 - d) Staff Reports

- i) Kellee Forkenbrock grant proposal accepted by American Library Association for community conversion Lighthouse in the Library
 - ii) Marked increase in new library cards - 500 new patrons since March
- 5) Policy Review
 - a) Service Policy
 - i) Revision – adding there can be designated spaces for specific audiences in policy
 - ii) Motion to approve by M. Healy; second J. Beck; approved by voice vote
 - b) Child Safety Policy
 - i) Spelling corrections noted
 - ii) Motion to approve by J. Beck; second L. Hefley; approved by voice vote
- 6) Old Business
 - a) None
- 7) New Business
 - a) Laura Hefley presented highlights from webinar Proactive Advocacy and Communication for Library Trustees and Staff
 - i) Community Focus
 - (1) Finding ways library can serve the community
 - (a) Read minutes of city council or school board meetings for ideas on need
 - ii) Build Foundations
 - (1) Craft stories how library serves the community
 - (2) Be ready and tell those stories
 - (3) Practice, practice, practice

Adjourn

Motion to adjourn by L. Hefley; second J. Beck

NEXT MEETING DATE: March 15, 2021

Meeting minutes recorded by S. Clemons



North Liberty Fire Department 2021 Monthly/YTD Response Report

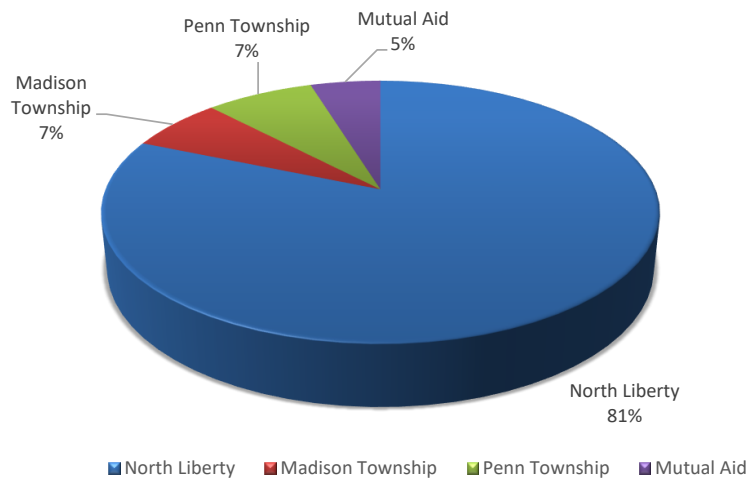
North Liberty Fire Department Responses By Fire District

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
North Liberty	99	88											187	81.30%
Madison Township	4	11											15	6.52%
Penn Township	8	9											17	7.39%
Mutual Aid	4	7											11	4.78%
Total Responses	115	115											230	

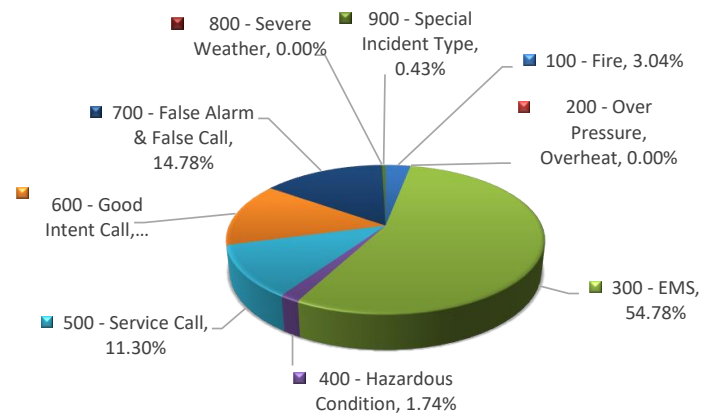
North Liberty Fire Department Responses By Type of Incident

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
100 - Fire	1	6											7	3.04%
200 - Over Pressure, Overheat														0.00%
300 - EMS													126	54.78%
400 - Hazardous Condition	2	2											4	1.74%
500 - Service Call	16	10											26	11.30%
600 - Good Intent Call	10	22											32	13.91%
700 - False Alarm & False Call	15	19											34	14.78%
800 - Severe Weather														0.00%
900 - Special Incident Type	1												1	0.43%
Total Responses	115	115											230	

2021 District Responses YTD
(Rounded Percentage)



2021 Type of Incidents YTD
(Percentage)





North Liberty Fire Department 2021 Monthly/YTD Response Report

North Liberty Fire Department Response Statistics (All Incidents)

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Year To Date	Percent To Date
Total Responses for Month	115	115	0	0	0	0	0	0	0	0	0	0	230		
Average Responders per Incident	5.1	5.3											5.2		
# Incidents with 2 or less Responders	13	15											28		
% Incidents with 2 or less Responders	11.3%	13.0%											12.2%		
# Incidents with No NLFD Response	0	0													
# Incidents Cancelled Enroute or Prior to Arrival	7	17											24		10.43%
# Incidents Cancelled by JCAS	2	2											4		16.67%
# Incidents Cancelled by JECC	0	3											3		12.50%
# Incidents Cancelled by Law Enforcement	3	8											11		45.83%
# Incidents Cancelled by Fire Department	2	4											6		25.00%

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

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Year To Date	Percent To Date
Total Emergent (Lights & Sirens) Responses for Month	67	68													
# of Incidents with Turnout Time 2 Minutes or Less - PPC/Admin	12	12													
# of Incidents with Turnout Time 2 Minutes or Less - PT	7	9													
# of Incidents with Turnout Time 2 Minutes or Less - Total	19	21													
% Incidents with Turnout Time 2 Minutes or Less	28.4%	30.9%													
90th Percentile Turnout Time - (Minutes) Part-Time	3:46	3:07													3:38
90th Percentile Turnout Time - (Minutes) Paid Per Call	9:09	6:37													8:24

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

North Liberty Fire Department Auto Aid & Mutual Aid Given

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Year To Date	Percent To Date
Auto Aid - Coralville (52001)	1	3											4		1.74%
Auto Aid - Iowa City (52003)													0		0.00%
Auto Aid - Solon (52008)	2	1											3		1.30%
Auto Aid - Swisher (52009)	1	3											4		1.74%
Mutual Aid - Other Fire Departments													0		0.00%
Total Responses	4	7	0	0	0	0	0	0	0	0	0	0	11		4.78%

North Liberty Fire Department Auto Aid & Mutual Aid Received

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Year To Date	Percent To Date
Auto Aid - Coralville (52001)	1	1											2		0.87%
Auto Aid - Iowa City (52003)													0		0.00%
Auto Aid - Solon (52008)	1	1											2		0.87%
Auto Aid - Swisher (52009)	2	6											8		3.48%
Mutual Aid - Other Fire Departments													0		0.00%
Total Responses	4	8	0	0	0	0	0	0	0	0	0	0	12		5.22%