



**North Liberty City Council
Regular Session
July 27, 2021**



City Administrator Memo



To **Mayor and City Council**
From **Ryan Heiar, City Administrator**
Date **July 22, 2021**
Re **City Council Agenda July 27, 2021**

Meeting Note

Tuesday's meeting will be held **in person** as well as live streamed at [Watch Meetings Live](#).

Consent Agenda

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

- City Council Minutes (07/13/21)
- Claims
- Liquor License Renewals
 - Tin Roost
 - Sushiya
 - Rocky O'Brien's
- Pay Application #11, SW Growth Area Utility Extensions, Boomerang Corporation, \$233,609.42
- Change Order #1, Ranshaw Way, Phase 5 Project, Peterson Contractors Inc., (\$4,567.65)
- Pay Application #2, Ranshaw Way, Phase 5 Project, Peterson Contractors Inc., \$488,346.51

Meetings & Events

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

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

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

Thursday, Aug 5 at 7:00p.m.
Parks & Recreation Commission

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

Project Better Together

After hearing from the Project Better Together Team at the July 13 meeting (presentation included), the Council directed staff to draft a resolution approving a \$5,000 contribution to the PBT Vision 2030 Project. The resolution is included in the packet and recommended for approval.

2021A Bond Sale - Summary of Projects		
Project	Amount	Type
<i>Ranshaw Way, Phase 2</i>	\$900,000	GO/TIF
<i>St. Andrews Drive</i>	\$1,400,000	GO/TIF
Subtotal	\$2,300,000	
<i>Pumper Truck</i>	\$465,000	GO
<i>Aquatic Center Boiler Project</i>	\$200,000	GO
<i>Storm Water Projects</i>	\$91,000	GO
<i>St. Andrews Drive</i>	\$1,400,000	GO
<i>Police Station</i>	\$2,600,000	GO
Subtotal	\$4,756,000	
Borrowing Fees	\$214,000	
Total	\$7,270,000	

2021A Bond Sale

The agenda includes a resolution authorizing and approving a loan agreement for the bond sale on July 27. The sale is scheduled for 10am on Tuesday and once the results are final the resolution and related documents (included in the packet) will be updated.

Tionna Pooler, the City's Financial Advisor, will be attending the meeting to make

a recommendation to the City Council.

Centennial Park Loop Road Project

The agenda includes several items related to this topic, including a public hearing and resolution approving the plans and specifications. Staff recommends approval of the resolution.

This week, four bids were received for the Centennial Park Loop Road Project, with the low bid submitted by All American Concrete in the amount of \$514,900, \$108k less than the engineer's estimate.

Staff has previously worked with All

American Concrete and recommends approval of the bid and award of contract.

Centennial Park Loop Road Project	
<i>All American Concrete</i>	\$ 514,900.00
Streb Construction	\$ 530,000.00
Midwest Concrete	\$ 552,277.61
Vieth Construction	\$ 568,301.61
Engineer's Estimate	\$ 623,000.00

Cedar Springs Lighting License Agreement

The Cedar Springs Homeowner's Association has asked for permission to install additional lighting in the City's right of way on Cedar Springs Drive. Cedar Springs would hire Alliant Energy to perform the work, and it would be installed and maintained at the association's expense. City Staff has drafted a license agreement to ensure that the City's interests are protected, and recommends approval.

T&R Subdivision SMF Agreement

The recently-approved site plan for T & R Subdivision Part Two, Lot 1 includes a stormwater detention facility. City Code requires the execution of an agreement between the property owner and the City to ensure the proper maintenance and oversight of such facilities. The conditions for maintenance have been reviewed by the City Engineer, and staff recommends approval.

JT Properties LLC Rezoning

This is a City initiated request for a zoning map amendment from I-1 to C-2-A to allow 1.72 acres – southwest corner of Ranshaw Way and 240th St, formerly Suburban Landscape – to achieve consistency with the Comprehensive Plan Future Land Use Map designation, which is Commercial.

The Zoning Ordinance authorizes the City Council to consider a zoning map amendment *on its own or on petition*. Comprehensive Plans in Iowa are advisory; however, staff is initiating this request for the following reasons:

1. Staff agrees with the Commercial Future Land Use Map designation and believes the Commercial designation will not change with the upcoming Comprehensive Plan rewrite.
2. The property is along a prominent location on the Ranshaw Way corridor.
3. Without a zoning map amendment, the City Council would be compelled to approve a development proposal consistent with I-1 standards.

Staff spoke with the property owner prior to initiating the request. The property owner indicated that the I-1 zoning was more desirable but shared that the sale of the property is not actively being pursued. Notices of the Planning Commission and City Council meetings were sent to the property owner via certified and regular mail. No formal objection has been received. The Planning Commission unanimously recommended approval of the request at its July 6, 2021 meeting. Staff recommends approval as well.

Agricultural Experience Ordinance, 3rd Reading

This is a staff-initiated amendment, which would allow an agricultural experience use in North Liberty corporate limits. As proposed, the agricultural experience would be permitted on property that is zoned ID – Interim Development with the approval of a Conditional Use. The agricultural experience use would be required to be accessory to an on-site agricultural use. Although any property owner(s) meeting the locational and size requirements could apply for the agricultural experience use, it was primarily designed to allow the Colony Pumpkin Patch to annex into the City. Staff collaborated with Dean and

Katie Colony on this ordinance, such that it would be mutually beneficial to both parties. At this point, the Colonys have expressed a willingness to annex the Colony 1927, LLC and Four D's Acres, LLC into the City, subject to the following approvals:

1. The Agricultural Experience Ordinance is adopted;
2. The Board of Adjustment grant approval of the Conditional Use; and
3. The City Council grant approval to allow hunting on the property.

With this annexation and other voluntary annexations, the City anticipates a formal annexation of 317.89 acres, or just under ½ square mile. Staff also worked with the North Liberty Community Pantry Executive Director to amend the food pantry regulations to allow a small expansion into a separate outbuilding to provide clothing to the community. This ordinance is an excellent example of collaboration with community stakeholders to improve the City's codes. The Planning Commission unanimously recommended approval of the request at its June 1, 2021 meeting. Staff recommends approval of the ordinance as well.

Hate Crime Ordinance

At the June 22 meeting, the City Council asked the public for feedback on the idea of adopting a Hate Crime Ordinance. Two emails were received and are included in the packet. Also included is the original memo from City Attorney Lientz on the subject matter as well as a sample ordinance. Staff is seeking direction from Council on whether or not to bring forward a Hate Crime Ordinance.



Agenda



City Council

July 27, 2021

6:30 p.m.

Regular Session

Council Chambers

1 Quail Creek Circle

1. Call to order
2. Roll call
3. Approval of the Agenda
4. Consent Agenda
 - A. City Council Minutes, Regular Session, July 13, 2021
 - B. Claims
 - C. Liquor License Renewal, Tin Roost
 - D. Liquor License Renewal, Sushiya
 - E. Liquor License Renewal, Rocky O'Brien's
 - F. SW Growth Area Water and Sewer Extensions, Pay Application Number 11, Boomerang Corporation, \$233,609.42
 - G. Ranshaw Way Phase 5, Change Order Number 1, Peterson Contractors Inc., (\$4,567.65)
 - H. Ranshaw Way Phase 5, Payment Application Number 2, Peterson Contractors Inc., \$488,346.51
5. Public Comment
6. City Engineer Report
7. City Administrator Report
8. Mayor Report
9. Project Better Together
 - A. Resolution Number 2021-70, A Resolution declaring that support of Better Together 2030 serves a public purpose, and approval of support
10. 2021A Bond Sale
 - A. Resolution Number 2021-71, A Resolution authorizing and approving a Loan Agreement, providing for the sale and issuance of General Obligation

Corporate Purpose Bonds, Series 2021A, and providing for the levy of taxes to pay the same

11. Centennial Park Loop Road
 - A. Public Hearing regarding proposed plans, specifications, and estimate of cost
 - B. Resolution Number 2021-72, A Resolution finally approving and confirming plans, specifications, and estimate of cost for the Centennial Park Loop Road Project
 - C. Resolution Number 2021-73, A Resolution accepting the bid and authorizing execution of the contract for the Centennial Park Loop Drive Improvements Project, North Liberty, Iowa
12. Cedar Springs Lighting ROW Agreement
 - A. Resolution Number 2021-74, A Resolution approving a Revocable License Agreement allowing the installation of additional street lighting on Cedar Springs Drive
13. T & R Subdivision Part Two, Lot 1
 - A. Resolution Number 2021-75, A Resolution approving the Stormwater Management Facility Maintenance Agreement and Easement between the City of North Liberty and R. T. ST., LLC, that establishes the terms and conditions under which stormwater management facilities will be maintained for Lot 1, T & R Subdivision – Part Two in the City of North Liberty, Iowa
14. JT Properties Rezoning
 - A. Public Hearing regarding proposed rezoning
 - B. Planning and Zoning and Staff recommendations
 - C. First consideration of Ordinance Number 2021-13, An Ordinance amending Chapter 167 of the North Liberty Code of Ordinances by amending the use regulations on property located at the southwest corner of Highway 965 and 240th Street located in North Liberty, Iowa to those set forth in the Municipal Code for the C-2A Highway Commercial District
15. Ag Experience Ordinance
 - A. Third consideration and adoption of Ordinance Number 2021-12, An Ordinance Amending portions of Chapters 167, 168, and 170 of the City of North Liberty Code of Ordinances, defining permitted agricultural and livestock uses, removing confined animal feeding operations as a permitted use, creating regulations for an agricultural experience use, modifying

signage and off-street parking requirements in general, and modifying accessory uses for community food pantries

16. Hate Crime Ordinance

A. Discussion and possible action

17. Old Business

18. New Business

19. Adjournment



Consent Agenda



City Council
July 13, 2021
Regular Session

Call to order

Mayor Terry Donahue called the July 13, 2021 Regular Session of the North Liberty City Council to order at 6:30 p.m. Councilors present: RaQuishia Harrington, Chris Hoffman, Brent Smith, Brian Wayson; on the phone: Annie Pollock; absent –none.

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

Approval of the Agenda

Harrington moved; Smith seconded to approve the agenda. The vote was all ayes. Agenda approved.

Consent Agenda

Hoffman moved, Harrington seconded to approve the Consent Agenda including the City Council Minutes, Regular Session, the attached list of claims, Liquor License Renewal – Kum & Go; Liquor License Renewal – Smokin’ Joe’s; Liquor License Renewal – Casey’s General Store #2788; Liquor License Renewal – Casey’s General Store #2479; Liquor License Application – GoPuff; Tobacco Permit – GoPuff. The vote was all ayes. Consent Agenda approved.

Public Comment

No public comment was offered.

City Engineer Report

City Engineer Trom reported on the Southwest Growth Utilities Area Project. Phase 2 of Ranshaw Way Part 5. The Pool Heater Replacement Project’s preconstruction meeting has been held. This project may result in up to two months of pools not being available. It is likely to be closer to one month, September, and affect the indoor pool. The schematic design for the City Hall Project has started. Design submittal is set for September 31. The Forevergreen Road Trail Project will be awarded tonight. The Centennial Road Public Hearing and award will be on July 27 agenda. Council discussed the report with Trom.

City Administrator Report

City Administrator Heiar reported that he participated in the City’s bond rating call last week. The conversation was favorable. An increase was requested, but the City’s tax base is holding the rating improvement from increasing. He reminded Council that the Joint Meeting is next Monday, July 19. It will be hosted virtually. Staff continues to work on obtaining ARPA funds from the state and learning eligible uses. In August, a conversation with Council will be held to seek direction on use of the funds.

Mayor Report

Mayor Donahue reported on the MPOJC meeting last week and reminded all of the upcoming Joint meeting.

Project Better Together

Kim Casco was present on behalf of Project Better Together and offered information on the next steps and requested a \$5,000 contribution toward this process. Council discussed the presentation with Casco. Hoffman moved to authorize a resolution being on an upcoming agenda. Harrington seconded. The vote was all ayes. Motion approved.

Library Board Appointment

Harrington moved; Smith seconded to affirm the Mayoral appointment of Heidi Wood to the Library Board. After discussion, the vote was all ayes. Appointment affirmed.

The Preserve – Part Five Final Plat

Rusnak presented information on the final plat. Staff recommends approval. Hoffman moved, Harrington seconded to approve Resolution Number 2021-63, A Resolution approving the Final Plat and accepting improvements for The Preserve – Part Five North Liberty, Iowa. The vote was: ayes – Smith, Hoffman, Pollock, Wayson, Harrington; nays – none. Motion carried.

T&R Site Plan

Rusnak reported that the Planning Commission and Staff recommended approval of the application. Ben Mitchell, MMS Consultants was present on behalf of the applicant and offered to answer questions. Pollock moved, Harrington seconded to approve Resolution Number 2021-64, A Resolution approving the Development Site Plan for Lot 1, T & R Subdivision – Part 2, North Liberty, Iowa. The vote was: ayes – Smith, Pollock, Hoffman, Harrington, Wayson; nays – none. Motion carried.

Forevergreen Road Trail Project

Trom presented information on the bids received. X moved, X seconded to approve Resolution Number 2021-65, A Resolution accepting the bid and authorizing execution of the contract for the Forevergreen Road Trail Improvements Project, North Liberty, Iowa. The vote was: ayes – Hoffman, Pollock, Harrington, Wayson, Smith; nays – none. Motion carried.

2021A Bond Sale

Smith moved, Hoffman seconded to approve Resolution Number 2021-66, A Resolution authorizing the use of a preliminary official statement in connection with the issuance of General Obligation Bonds, Series 2021A and setting the date for the sale of the Bonds. The vote was: ayes – Pollock, Wayson, Hoffman, Harrington, Smith; nays – none. Motion carried.

UR Amendment

Heiar presented information on the Urban Renewal Amendment. Harrington moved, Wayson seconded to approve Resolution Number 2021-67, A Resolution setting date for Public Hearing on designation of the Expanded North Liberty Urban Renewal Area and on Urban Renewal Plan

Amendment. The vote was: ayes – Hoffman, Harrington, Wayson, Smith; nays – none; absent – Pollock. Motion carried. Pollock left the meeting at 6:59 p.m.

Dubuque Street Project

Lientz presented information on the resolution. Hoffman moved, Wayson seconded to approve Resolution Number 2021-68, A Resolution approving the purchase of Temporary Construction Easements and Right-of-way by the City of North Liberty for the Dubuque Street Phase One Project. The vote was: ayes – Hoffman, Wayson, Harrington, Smith; nays – none; absent – Pollock. Motion carried.

Wayson moved, Smith seconded to approve Resolution Number 2021-69, A Resolution authorizing relocation assistance and reimbursement for nonresidential tenants displaced by the acquisition of certain properties for the Dubuque Street Phase One Project. The vote was: ayes – Harrington, Smith, Wayson, Hoffman; nays – none; absent – Pollock. Motion carried.

Ag Experience Ordinance

Pollock joined the meeting in person at 7:05 p.m. Harrington moved, Wayson seconded to approve the second consideration of Ordinance Number 2021-12, An Ordinance Amending portions of Chapters 167, 168, and 170 of the City of North Liberty Code of Ordinances, defining permitted agricultural and livestock uses, removing confined animal feeding operations as a permitted use, creating regulations for an agricultural experience use, modifying signage and off-street parking requirements in general, and modifying accessory uses for community food pantries. The vote was: ayes – Hoffman, Smith, Pollock, Harrington, Wayson; nays – none. Motion carried.

Old Business

No old business was presented.

New Business

No new business was presented.

Closed Session

At 7:06 p.m., Harrington moved, Wayson seconded to enter into closed session according to Iowa Code Section 21.5(1)(j) To discuss purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. The vote was ayes – Smith, Wayson, Hoffman, Harrington, Pollock; nays – none. Motion carried.

At 7:36 p.m., Pollock moved, Wayson seconded to return to open session. The vote was: ayes – Smith, Pollock, Wayson, Hoffman, Harrington; nays – none. Motion carried.

Adjournment

Mayor Donahue adjourned the meeting at 7:36 p.m.

CITY OF NORTH LIBERTY

By: _____
Terry L. Donahue, Mayor

Attest: _____
Tracey Mulcahey, City Clerk

License Application (LC0043624)

Applicant

Name of Legal Entity : TRNL, LLC

Name of Business(DBA) : Tin Roost

Address of Premises : 840 W Penn St

City : North Liberty

County : Johnson

Zip : 52317

Business : (319) 626-2331

Mailing Address: 840 W Penn St

City : North Liberty

State : Iowa

Zip : 52317

Contact Person

Name : Erik Shewmaker

Phone : (319) 626-2331

Email : erikshewmaker@gmail.com

License Information

License Number : LC0043624

License/Permit Type : Class C Liquor License

Term : 12 Month

Effective Date : 2021-07-21

Expiration Date : 2022-07-20

Sub-Permits/Privileges :

Status of Business

Business Type : Limited Liability Company

Ownership

Lane Shewmaker

City : Iowa City

State : Iowa

Zip : 52245

Position : Owner

% of ownership : 25

U.S. Citizen : Yes

Brian Flynn

City : Iowa City

State : Iowa

Zip : 52240

Position : Owner

% of ownership : 25

U.S. Citizen : Yes

Brandon Pratt

City : North Liberty

State : Iowa

Zip : 52317

Position : Owner

% of ownership : 25

U.S. Citizen : Yes

Joe Selix

City : North Liberty

State : Iowa

Zip : 52317

Position : Owner

% of ownership : 25

U.S. Citizen : Yes

Insurance Company Information

Insurance Company : Integrity Insurance

Policy Effective Date : 2021-07-21

Policy Expiration : 2022-07-21

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):

Tin Roost

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: _____

6/9/21

Signature: _____

James Lacina



North Liberty Police Department

340 N Main St•PO Box 77•North Liberty, Iowa•52317•(319) 626-5724/Fax: 5743

June 17, 2021

Liquor License Check

Business: Tin Roost Restaurant

840 W. Penn Street

North Liberty, IA 52317

Owners: Lane Shewmaker (DOB: 1983)
Brian Flynn (DOB: 1975)
Brandon Pratt (DOB: 1981)
Joe Selix (DOB: 1985)

On July 24, 2020, we dealt with a female who was extremely intoxicated. A neighbor stated he had picked her up in the Tin Roost parking lot after he could tell she was very intoxicated. The female ultimately had to be transported by ambulance, and admitted to becoming this intoxicated while at Tin Roost. I had a discussion with management about over service. They were receptive, and said they would immediately address the issue with staff. We have not had subsequent issues.

Outside of this, 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.





North Liberty Fire Department

Occupancy: **TIN ROOST**

Occupancy ID: **995218**

Address: **840 W Penn ST**

North Liberty IA 52317

Inspection Type: **Liquor License Inspection**

Inspection Date: **7/13/2021**

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

Time In: **10:45**

Time Out: **11:23**

Authorized Date: **07/13/2021**

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

Next Inspection Date: **08/12/2021 Reinspection**

Form: General Fire
Inspection Checklist 1.3

Inspection Description:

ORDER TO COMPLY:

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

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

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

Inspection Topics:

Fire Extinguishers

Fire Extinguisher Monthly Inspection - Initial & Date Tag

NFPA 10: Standard for Portable Fire Extinguishers, 2013 Edition, Section 7.2.1.2 Fire extinguishers and Class D extinguishing agents shall be visually inspected at intervals not exceeding 31 days. Documentation of the visual inspection shall be recorded on the backside of the inspection tag (Date & Initials) or on a log book.

Status: **FAIL**

Notes: **Complete monthly inspections of fire extinguishers.**



Electrical Rooms / Electrical Wiring

Electrical Equipment - 3 Feet Clearance in Front of Panel

605.3 Working space and clearance. A working space of not less than 30 inches in width, 36 inches in depth and 78 inches in height shall be provided in front of electrical service equipment. Where the electrical service equipment is wider than 30 inches, the working space shall be not less than the width of the equipment. Storage of materials shall not be located within the designated working space.

Status: FAIL

Notes: Electrical room. Remove storage in room. Must maintain at least 3 feet clearance in front of all electrical panels and fire alarm panel.



Electrical Panels, Junction Boxes & Outlet Boxes - No Openings or Exposed Wiring

605.6 Unapproved conditions. Open junction boxes and open-wiring splices shall be prohibited. Approved covers shall be provided for all switch and electrical outlet boxes.

Status: FAIL

Notes: Kitchen, keep all wires plugged into the receptacles below ceiling tiles.



Kitchen Hood System

Kitchen Hood System Inspection- Current Bi-Annual Inspection Tag

904.12.6.2 Extinguishing system service. Automatic fire-extinguishing systems shall be serviced at least every six months and after activation of the system. Inspection shall be by qualified individuals, and a certificate of inspection shall be forwarded to the fire code official upon completion.

Status: **FAIL**

Notes: Charbroiler fire suppression nozzle is not properly aimed. Have fire suppression company make proper adjustments.



Cooking Equipment with Casters in Approved Floor Mounted Restraining Device

Section 609.4 Movement of new and existing cooking appliances with caster(s) under a Type I hood shall be limited by an approved floor mounted restraining device and flexible gas connector installed in accordance with the connector and appliance manufacturer's instructions.

Status: **FAIL**

Notes: All fryers need to have at least two caster wheel secured in a floor mounted device and attached to wall with restraining cable.



Exit Access & Doors

Panic and Exit Hardware Operation

1010.1.10 Panic and fire exit hardware. Doors serving a Group H occupancy and doors serving rooms or spaces with an occupant load of 50 or more in a Group A or E occupancy shall not be provided with a latch or lock other than panic hardware or fire exit hardware. Exceptions: 1. A main exit of a Group A occupancy shall be permitted to be locking in accordance with Section 1010.1.9.3, Item 2. 2. Doors serving a Group A or E occupancy shall be permitted to be electromagnetically locked in accordance with Section 1010.1.9.9.

Status: FAIL

Notes: Kitchen exit door is hard to open, adjust door.



Combustible, General & Outside Storage

Proper Ceiling Clearance - 18"/24"

315.3.1 Ceiling clearance. Storage shall be maintained 2 feet or more below the ceiling in non-sprinklered areas of buildings or not less than 18 inches below sprinkler head deflectors in sprinklered areas of buildings.

Status: FAIL

Notes: Kitchen storage area, reduce storage on middle racks to maintain at least 18" from sprinkler heads to top of storage.

Miscellaneous

No Other Unsafe Conditions

110.4 Abatement. The owner, the owner's authorized agent, operator or occupant of a building or premises deemed unsafe by the fire code official shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other approved corrective action.

Status: FAIL

Notes: Kitchen cooking equipment has changed since the fire. A permit and plan review is required to change the fire suppression layout. Contact fire suppression company to submit a kitchen hood suppression permit. Contact the building department for approval of new kitchen cooking equipment.



Additional Time Spent on Inspection:

Category	Start Date / Time	End Date / Time
Notes: No Additional time recorded		

Total Additional Time: 0 minutes

Inspection Time: 38 minutes

Total Time: 38 minutes

Summary:

Overall Result: Correction Notice Issued

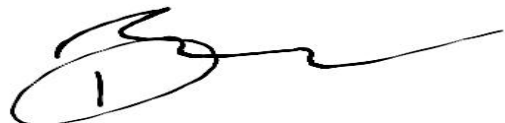
Inspector Notes:

Closing Notes:

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

Inspector:

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



Signed on: 07/13/2021 11:21

Signature

Date

Representative Signature:

Signature of: Ali Tharp on 07/13/2021 11:22



Signature

Date

License Application (LC0040291)

Applicant

Name of Legal Entity : Rocky O'Brien's Public House, LLC

Name of Business(DBA) : Rocky O'Brien's Public House

Address of Premises : 720 Pacha Parkway Suites 7 & 8

City : North Liberty

County : Johnson

Zip : 52317

Business : (319) 665-2010

Mailing Address: 720 Pacha Parkway Suite 8

City : North Liberty

State : Iowa

Zip : 52317

Contact Person

Name : Kelly Crawford

Phone : (319) 430-0525

Email : rockyobriens@southslope.net

License Information

License Number : LC0040291

License/Permit Type : Class C Liquor License

Term : 12 Month

Effective Date : 2021-08-01

Expiration Date : 2022-07-31

Sub-Permits/Privileges :

Status of Business

Business Type : Limited Liability Company

Ownership

Kelly Crawford

City : Coralville

State : Iowa

Zip : 52241

Position : Owner

% of ownership : 100

U.S. Citizen : Yes

Insurance Company Information

Insurance Company : Founders Insurance Company

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): Rocky O'Briens Public House

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 Lachar

Title: Env. Health Manager Date: 7/9/21

Signature: 



North Liberty Fire Department

Occupancy: **Rocky O'Brien Public House**
Occupancy ID: **ROAD01**
Address: **720 Pacha PKY Apt/Suite #7/8**
North Liberty IA 52317

Inspection Type: **Liquor License Inspection**

Inspection Date: **7/13/2021** By: **Hardin, Bryan E (01-1022)**

Time In: **11:24** Time Out: **11:40**

Authorized Date: **07/13/2021** By: **Hardin, Bryan E (01-1022)**

Next Inspection Date: **08/12/2021 Reinspection**

Form: General Fire
Inspection Checklist 1.3

Inspection Description:

ORDER TO COMPLY:

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

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

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

Inspection Topics:

Fire Extinguishers

Fire Extinguisher Monthly Inspection - Initial & Date Tag

NFPA 10: Standard for Portable Fire Extinguishers, 2013 Edition, Section 7.2.1.2 Fire extinguishers and Class D extinguishing agents shall be visually inspected at intervals not exceeding 31 days. Documentation of the visual inspection shall be recorded on the backside of the inspection tag (Date & Initials) or on a log book.

Status: **FAIL**

Notes: **Complete monthly fire extinguisher inspection.**



Electrical Rooms / Electrical Wiring

Electrical Rooms Labeled

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

Status: FAIL

Notes: Electrical room sign is covered. Must be visible.



Fire Sprinkler System

No Missing Sprinkler Head Escutcheons or Cover Plates

NFPA 13, 2013 Edition Section 6.2.7 Escutcheons and Cover Plates. Plates, escutcheons, or other devices used to cover the annular space around a sprinkler shall be metallic or shall be listed for use around a sprinkler. Escutcheons and coverplates for recessed, flush, and concealed sprinklers shall be replaced with their listed escutcheon or coverplate if found missing.

Status: FAIL

Notes: Kitchen storage room, fix sprinkler escutcheon plate.



Additional Time Spent on Inspection:

Category	Start Date / Time	End Date / Time
Notes: No Additional time recorded		

Total Additional Time: 0 minutes

Inspection Time: 16 minutes

Total Time: 16 minutes

Summary:

Overall Result: Correction Notice Issued

Inspector Notes: Due to mounting height, not all emergency lights and exit signs were tested. Verify they all are functional.

Closing Notes:

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

Inspector:

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



Signed on: 07/13/2021 11:40

Signature

Date

Representative Signature:

Signature of: Greg kilberger on 07/13/2021 11:41



Signature

Date



North Liberty Police Department

340 N Main St•PO Box 77•North Liberty, Iowa•52317•(319) 626-5724/Fax: 5743

July 16, 2021

Liquor License Check

Business: Rocky O'Brien's Public House
720 Pacha Pkwy
North Liberty, IA 52317

Owners: Kelly Crawford (DOB: 1964)

Officers had several dealings with this establishment in the previous year involving subjects drinking outside and after hour service. These incidents occurred in a short timeframe. After a few of these incidents, I contacted the licensee, Crawford, and made her aware of these instances. She insisted she would put an immediate stop to it. We have not had subsequent issues.

I recommend the license be granted.

This record check was conducted by Sergeant Mitch Seymour.

Contractor's Application for Payment No.

11

Application Period: June 1 - June 30		Application Date: 7/1/2021
To (Owner): City of North Liberty	From (Contractor): Boomerang Corporation	Via (Engineer): FOX Engineering
Project: SW Growth Area Water and Sewer Extensions	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 2489-18A

**Application For Payment
Change Order Summary**

Approved Change Orders			1. ORIGINAL CONTRACT PRICE..... \$ 3,163,963.00	
Number	Additions	Deductions	2. Net change by Change Orders..... \$ 5,631.96	
1	\$5,631.96		3. Current Contract Price (Line 1 ± 2)..... \$ 3,169,594.96	
			4. TOTAL COMPLETED AND STORED TO DATE	
			(Column F total on Progress Estimates)..... \$ 2,945,915.38	
			5. RETAINAGE:	
			a. 5.00% X \$2,751,604.38 Work Completed..... \$ 137,580.22	
			b. 5% X \$194,311.00 Stored Material..... \$ 9,715.55	
			c. Total Retainage (Line 5.a + Line 5.b)..... \$ 147,295.77	
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 2,798,619.61	
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 2,565,010.19	
			8. AMOUNT DUE THIS APPLICATION..... \$ 233,609.42	
			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G total on Progress Estimates + Line 5.c above)..... \$ 370,975.35	
TOTALS	\$5,631.96			
NET CHANGE BY CHANGE ORDERS	\$5,631.96			

Contractor's Certification

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

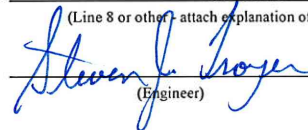
Contractor Signature

By:  Date: 7-6-2021

Payment of: \$ 233,609.42

(Line 8 or other - attach explanation of the other amount)

is recommended by:

 7-21-2021
(Engineer) (Date)

Payment of:

\$ 233,609.42

(Line 8 or other - attach explanation of the other amount)

is approved by:

(Owner) (Date)

Approved by:

Funding or Financing Entity (if applicable) (Date)

CHANGE ORDER
For Local Public Agency Projects

No.: 1

Non-Substantial: ☐

Jul 19, 2021

Substantial: ☒Administering Office
Concurrence Date

Accounting ID No. (5-digit number):37719

Project Number: STP-U-5557(622)--70-52

Contract Work Type: PCC Pavement - Grade & Replace

Local Public Agency: City of North Liberty

Contractor: Peterson Contractors Inc.

Date Prepared: July 19, 2021

You are hereby authorized to make the following changes to the contract documents.

A - Description of change to be made:

0720 - DELETE item for "FENCE, SAFETY"

1330 - DELETE item for "OUTCROPPING WALL"

8001 - ADD an item for "STORM SEWER GASKETS." Refer to ITC-02 posted to the Plans drawer in Doc Express. Work consists of installing O-ring gaskets meeting ASTM C443 on storm sewer pipe S.40 due to proximity of adjacent new water main construction. Installation to be in accordance with Standard Specification Section 2503 (Storm Sewers). Item will not be measured separately for payment. Payment will be lump sum. This payment is full compensation for all labor, equipment and materials needed to install the gaskets.

8002 - ADD an item for "OUTCROPPING WALL, STANDARD COLOR." Refer to Plan Sheets R.18 and U.05 for outcropping walls on east and west side of pedestrian tunnel. Item includes wall engineering design, wall materials, excavation and backfill, crushed stone leveling pad, subdrain, geotextile fabric, reinforcement, free draining backfill, and all appurtenances to construct the walls as shown in the contract documents. Wall product shall be precast outcropping wall system by Rosetta Hardscapes or approved equal. Measurement will be by square foot, determined from the area of the front face of the wall in place. The height will be measured from the top of the granular base to the top of the wall. Payment will be the contract unit price per square foot installed.

8003 - ADD an item for "SAFETY FENCE, MODIFIED." Item reflects fencing to be installed along the temporary construction easement lines. Refer to H-sheets and fence detail on Sheet U.01 (without wood bottom rail). Work includes providing, installing, maintaining, and removing orange mesh safety fence for the duration of work adjacent to the property. Use orange mesh safety fence meeting the requirements of Article 4188.03 of the Standard Specifications. Fence shall be installed with steel posts at maximum 6-foot spacing, and minimum of (3) ties per post. Fence must be secured in an upright position at all times. Measurement will be by linear feet from end to end of fence. Payment will be the contract unit price per linear foot. Payment is full compensation for furnishing all materials, equipment, and labor necessary to construct, maintain and remove the fence as described.

8004 - ADD an item for "TEMPORARY BARRIER RAIL, CONCRETE." Refer to ITC-04R1 posted to the Plans drawer in Doc Express. Work consists of installation, maintenance and removal of temporary barrier rail in a portion of the Phase 2 work area in accordance with Standard Specification Section 2528 (Traffic Control) and Standard Road Plan BA-401.

8005 - ADD an item for "PAINTED PAVEMENT MARKINGS, WATERBORNE OR SOLVENT-BASED." Work consists of placing pavement markings at the Jones Boulevard and Forevergreen Road intersection to accommodate the temporary traffic signal as noted on Plan Sheet N.15. This payment is full compensation for all labor, equipment and materials necessary to satisfactorily place pavement markings as described in the plans.

8999 - ADD an item for "STORED MATERIALS." Work consists of providing material stored at the project site (and other locations) that will be incorporated in the project. Method of Measurement: Item will not be measured separately for payment. Basis of Payment: Lump Sum; 100% of invoice cost for material properly documented and properly stored at the project, and 90% of invoice cost for material properly documented and stored elsewhere.

B - Reason for change:

0720 - This quantity is being reduced to zero. A new item is being added (below) with a reduced unit price to reflect modified fence installation detail without wood bottom rail. The wood bottom rail is not required since the safety fence is solely being used to designate the limits of the temporary easements and right-of-way.

1330 - This quantity is being reduced to zero. A new item is being added (below) with a reduced unit price to reflect standard color outcropping wall units instead of the custom specified color.

8001 - Contractor required gaskets be provided for one section of storm sewer pipe near the new water main.

8002 - Owner approved use of standard color outcropping wall units at a reduced unit price.

8003 - Owner approved modified safety fence detail (without wood bottom rail) for use to mark temporary easement and right-of-way locations at a reduced unit price.

8004 - A section of temporary barrier rail was needed to address the proximity and depth of dropoff along the roadway between Westwood and Zeller during Phase 2 grading operations.

8005 - Item added to account for new pavement markings at the temporary traffic signal (Jones and Forevergreen). The plans do not indicate the markings are an incidental cost.

8999 - Contractor requested payment for material cost of manufactured items ordered and received (handholes, conduit, aluminum sheeting).

C - Settlement for cost(s) of change as follows with items addressed in Sections F and/or G:

0720 - Contract Unit Price

1330 - Contract Unit Price

8001 - Agreed Lump Sum

8002 - Agreed Unit Price

8003 - Agreed Unit Price

8004 - Agreed Unit Price

8005 - Agreed Unit Price

8999 - Agreed Lump Sum. Percentage of invoice cost as described above in the Basis of Payment description. The value of the Stored Materials line item will be decreased as the stored materials are incorporated into the project, and included for payment under the appropriate contract item, until the line item for stored materials equals zero.

D - Justification for cost(s) (See I.M. 6.000, Attachment D, Chapter 2.36, for acceptable justification):

8001 - An agreed upon lump sum price for the work was established. The cost is considered reasonable based on material and labor necessary to provide and install gaskets. The cost includes 10% prime contractor markup per Standard Specification 1109.03,B,3.

8002 - An agreed upon unit price for the work was established based upon the reduced material and labor required to provide one of the manufacturer's standard unit colors as approved by the Owner.

8003 - An agreed upon unit price for the work was established based upon the reduction of material and labor to install safety fence without the wood bottom rails.

8004 - An agreed upon unit price for the work was established. The cost is between the average (\$12.47/LF) and high (\$49.00/LF) bid prices shown in the July 2020 thru June 2021 IDOT Summary of Awarded Contract Prices. The cost includes 10% prime contractor markup per Standard Specification 1109.03,B,3.

8005 - An agreed unit price for the work was established. The unit price is between the average (\$13.99/STA) and high (\$1,800.00/STA) unit prices shown in the July 2020 thru June 2021 IDOT Summary of Awarded Contract Prices. The unit price is considered reasonable based upon the small quantity of work to perform. The cost includes 10% prime contractor markup per Standard Specification 1109.03,B,3.

8999 - Percentage of invoice cost as described above in Basis of Payment description is consistent with Iowa DOT Construction Manual Section 2.51 (Payment for Material Allowance) and Standard Specification 1109.05,A.,2.

E - Contract time adjustment: ☒ No Working Days added ☐ Working Days added: _____ ☐ Unknown at this time

Justification for selection:
Work is not a controlling item.

F - Items included in contract:

Participating				For deductions enter as "-x.xx"		
Federal-aid	State-aid	Line Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
x		0720	2519-3300600: FENCE, SAFETY	\$7.00	-3,285.000	-\$22,995.00
x		1330	2599-9999014: OUTCROPPING WALL	\$48.99	-5,025.000	-\$246,174.75
				Add Row	Delete Row	TOTAL
						-\$269,169.75

G - Items not included in contract:

Participating					For deductions enter as "-x.xx"		
Federal-aid	State-aid	Change Number	Item Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
x		8001	2599-9999010	STORM SEWER GASKETS	\$1.00	240.400	\$240.40
x		8002	2599-9999014	OUTCROPPING WALL, STANDARD COLOR	\$45.89	5,025.000	\$230,597.25
x		8003	2599-9999009	SAFETY FENCE, MODIFIED	\$6.05	3,285.000	\$19,874.25
x		8004	2528-8400048	TEMPORARY BARRIER RAIL, CONCRETE	\$26.95	500.000	\$13,475.00
x		8005	2527-9263109	PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	\$52.69	7.880	\$415.20
		8999	2599-9999010	STORED MATERIALS	\$1.00	31,642.200	\$31,642.20
				Add Row	Delete Row	TOTAL	\$296,244.30

H. Signatures

Signatures will be applied through DocExpress.

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE 1 OF 5 PAGES

TO OWNER:	City of North Liberty 3 Quail Creek Circle P.O. Box 77 North Liberty, Iowa 52317	PROJECT:	Ranshaw Way Phase 5 Improvements STP-U-5557(622)--70-52	APPLICATION NO:	2	Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> ENGINEER
FROM				PERIOD TO:	7/17/21	
CONTRACTOR:	Peterson Contractors, Inc. 104 Blackhawk Street, P.O. Box A Reinbeck, Iowa 50669	VIA ENGINEER:	Shive-Hattery, Inc. 2839 Northgate Drive Iowa City, Iowa 52245	PROJECT NO.:	STP-U-5557(622)--70-52	
				CONTRACT ID:	52-5557-622	
				LETING DATE:	4/20/21	
CONTRACT FOR: Ranshaw Way Phase 5 Improvements						

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	7,882,878.58
2. Net Change by Change Orders	\$	(4,567.65)
3. CONTRACT SUM TO DATE	\$	7,878,310.93
4. TOTAL COMPLETED & STORED TO DATE	\$	690,617.26
5. RETAINAGE 3 % of Completed Work & Stored Material	\$	20,718.52
6. TOTAL EARNED LESS RETAINAGE	\$	669,898.74
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	181,552.23
8. CURRENT PAYMENT DUE	\$	488,346.51
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$	7,208,412.19
(This amount will decrease, as Change Orders do not yet reflect items deleted or decreased in quantity - see summary sheet for est. final totals)		

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.

CONTRACTOR: Peterson Contractors, Inc.

By: _____ Date: _____

State of:
County of:
Subscribed and sworn to before
me this ____ day of _____.

Notary Public:

My Commission expires:

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer'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 \$ _____

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

ENGINEER:

By: _____ Date: _____

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 by Owner	\$ -	\$ -
Total approved this Month	\$ 264,602.10	\$ 269,169.75
TOTALS	\$ 264,602.10	\$ 269,169.75
NET CHANGES by Change Order	\$ -	\$ 4,567.65



Project Better Together

PROJECT BETTER TOGETHER



Recover & Reimagine



WHAT: A community-wide initiative formed in May 2020 aimed at helping the Johnson County community **recover** from the impacts of COVID-19 and **reshape an even stronger, more resilient future**.

WHY: Build a transformed future for our community with greater economic diversity, growth, inclusivity, resilience, and well-being for all.

HOW:

- Short-term targeted actions to accelerate community recovery
- Long-term forward-thinking solutions that result in a renewed future-state economy

WHO:

- Led by the 4 community/economic development orgs – Iowa City Area Business Partnership, Iowa City Area Development Group, Iowa City Downtown District, Think Iowa City
- Managed by Project Director, Mark Nolte
- Guided by Steering Committee with representation across various sectors
- Executed by Community-wide Network of volunteers – “coalition of the willing”



2020

IOWA CITY
AREA DEVELOPMENT
DRIVING INNOVATION

THINK
IOWA CITY
A COLLECTION OF CURIOUS COMMUNITIES



IOWA CITY AREA
Business
Partnership



PROJECT **BETTER
TOGETHER**

FORMED MARCH 2020

A YEAR IN REVIEW

GENERATED
OVER

**HOLDING
OUR OWN**
SHOP LOCAL



\$823,000 IN ECONOMIC IMPACT



Community Foundation
of Johnson County
**HOLDING
OUR OWN**
SHOP LOCAL

BIPOC & IMMIGRANT
BUSINESS GRANT



\$52,000 GRANTED TO **33** BUSINESSES

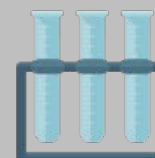


18 STATE OF THE COMMUNITY
WEBINARS



15

NEIGHBORHOOD NESTS
CREATED



400+

COVID-19 TESTS
IN PARTNERSHIP
WITH CORTEVA
DAY OF TESTING



725

ADOPTEEES



FOOD SECURITY
PROJECTS LAUNCHED

**HOLDING
OUR OWN**
SHOP LOCAL

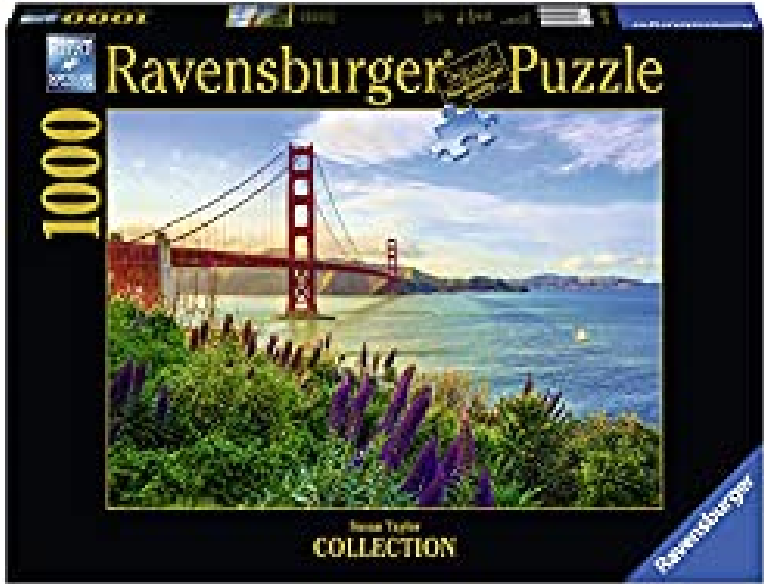
For the
Holidays

PROJECTING
OVER **\$15,000**
IN ECONOMIC IMPACT

So What? Now What?

- How do we continue the momentum of PBT?
- How do we continue to drive action?
- How do we keep the collaboration going?
- How do we turn this from a common crisis that binds us to a common vision







Imagine it's 2040. What will life be like for Chattanooga and Hamilton County's residents?

BY 2040:

1. We are the smartest city in the South, focused on educational excellence and attainment for all students (page 14).
2. Every resident of Chattanooga and Hamilton County is thriving, economically (page 18).
3. "20 minutes or less" is the transit standard, making Chattanooga one of the most mobile and livable cities in America (page 24).
4. Our leaders represent the full spectrum of who we are and who we're becoming—women, people of color, Millennials and Generation Z (page 28).
5. The new collaboration process for solving issues with openness, respect, participation, and shared vision has transformed our neighborhoods and brought our governments even closer together (page 30).

See full report at: https://www.chattanoogachamber.com/images/uploads/pdfs/VelocityEngineering2040_Report.pdf



PEOPLE

Greater Omaha is changing. We're aging and our next-gen is more diverse and more educated. Our people strategy focuses on developing, retaining and attracting talent – ensuring that every resident can get their foot on a rung of the economic ladder and climb as high as their skills and ambition will take them.

PLACE

Great cities have a vibe that says there's something going on here. How can Greater Omaha be one of the most inspirational places in the world where your senses – what you see, hear, taste and touch – confirm our extraordinary attributes?

PROSPERITY

Welcome to a new trajectory of growth focused on building the capacity and competitiveness of our core industries and nurturing a dynamic ecosystem of innovation and startups.

GOALS

See full report at: <https://www.omahachamber.org/greater-omaha-2040/>

— Economy

Annual Gross Regional
Product Growth

2.6%

MSP Trend: Better
Peer Rank: 9 ↑

Annual Job Growth

1.5%

MSP Trend: Worse
Peer Rank: 9 ↔

Average Weekly Wage

\$1,207

MSP Trend: Better
Peer Rank: 6 ↔

Jobs Paying a Family
Sustaining Wage

65.3%

MSP Trend: Worse
Peer Rank: 2 ↓

INCLUSIVE GROWTH

Wage Gap: White -- Of
Color (Aged 16-64)

37.0%

MSP Trend: Worse
Peer Rank: 9 ↓

Employment Gap
White-- of Color (Aged
16-64)

9.0%

MSP Trend: Worse
Peer Rank: 11 ↔

+ Business Vitality

+ Talent

+ Education

+ Infrastructure

+ Environment

+ Livability

+ Vital Statistics

Better Together 2030

A Shared Future for the Iowa City Area



***Better Together 2030* will build on Project Better Together's success and pivot from a reaction to a global pandemic toward a proactive effort to unify the community's vision for a shared future.**

Better Together 2030's objectives are to:

1. Develop a clear, data-driven perspective of the region's future. This will include demographic, economic, technology, political, and environmental trends that will affect how our residents live, work, and learn.
2. Include the voices of immigrants, BIPOC, children, and others whose voices are often missing at the community and economic development decision-making table.
3. Define priorities for the region's 2030 future that are clear, can be shared by public, private, nonprofit, and social sector stakeholders throughout the region, are ambitious, and positively impact all residents.

Results...

Better Together 2030 will confirm the projects success through the following metrics:

- The community will have a clear and compelling 2030 vision for shared future that will be embraced and touted publicly by public/private leaders, and that can be used to make investment decisions.
- Organizations will have a clear set of trends to guide their own decision making and strategic planning. Knowing what's coming is a critical step to mitigating risk and leveraging opportunity.
- Residents and stakeholders throughout the region will feel that they had a voice in shaping this community and economic development vision, and therefore be more committed to helping their community succeed.

The Process

- How do we do this?!





Best-selling author, Top 50 Futurists, Human spark
plug

**REBECCA EMPOWERS BOLD +
AMBITIOUS FUTURES**

WORK WITH REBECCA

IS WHAT WE'RE
DOING WORKING?

HOW DO WE NEED
TO ADJUST?

WHAT'S HAPPENING
"IN HERE"?
"OUT THERE"?

SENSING EXERCISES
CAUSAL LAYERED ANALYSIS
TRENDS ANALYSIS
ENVIRONMENTAL SCAN

HOW CAN WE GET
STARTED & KEEP
MOMENTUM?

DOING EXERCISES
STRATEGIC DOING
4 DISCIPLINES OF EXECUTION
APPRECIATIVE INQUIRY

"DOING"

"SENSING"

THE FORESIGHT PROCESS

"DEFINING"

"IMAGINING"

WHAT DO WE WANT
TO HAPPEN &
WHAT WILL IT TAKE
TO GET THERE?

DEFINING EXERCISES
VISIONING
PLANNING
BACKCASTING

WHAT COULD HAPPEN?

IMAGINING EXERCISES
SCENARIOS
DELPHI PANEL
THEORY U

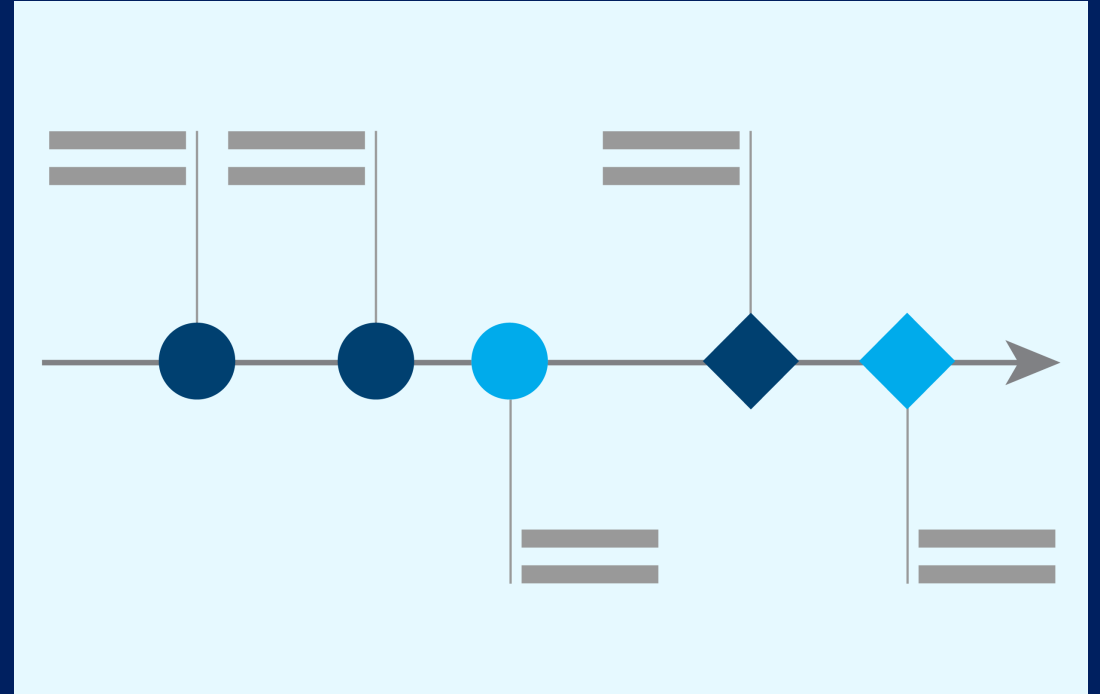
What is Strategic Foresight?

Strategic foresight is used by NATO, the World Bank, UNESCO, Disney, the oil and gas industries, and other Fortune 500 and global NGOs to identify risk, plan for uncertainty, mitigate disruption, unlock creativity, drive innovation, and shape the future.

Although thinking critically about the future offers organizations competitive advantage, the *Harvard Business Review* reports that less than 3% of senior leaders' time is spent thinking strategically about the future.

Futurist and economist Rebecca Ryan's strategic foresight process is illustrated on the next page.

Timeline & Next Steps





- Announced at June 16th PBT Celebration
- Got support from our boards to contribute initial funding for consultant
- Soliciting additional funding from cities, county, University, United Way, Community Foundation, and banks
- Working with consultant on identifying project infrastructure and work plan
- Goal is to develop vision by early 2022

Examples of sponsors for this work

VELOCITY2040 SPONSORED BY:



Resolution No. 2021-70

**RESOLUTION DECLARING THAT SUPPORT OF BETTER
TOGETHER 2030 SERVES A PUBLIC PURPOSE, AND
APPROVAL OF SUPPORT**

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

WHEREAS, the Novel Coronavirus 2019 (COVID-19) pandemic resulted in the creation of the Project Better Together work group; and

WHEREAS, the cooperation and work during the pandemic created a community momentum that is desired to be continued; and

WHEREAS, Better Together 2030 will develop a clear, data-driven perspective of the region's future. This will include demographic, economic, technology, political, and environmental trends that will affect how our residents live, work, and learn; include the voices of immigrants, BIPOC, children, and others whose voices are often missing at the community and economic development decision-making table; and define priorities for the region's 2030 future that are clear, can be shared by public, private, nonprofit, and social sector stakeholders throughout the region, are ambitious, and positively impact all residents; and

WHEREAS, Better Together 2030 will have a process to address these goals and create strategic outcomes, and

WHEREAS, the City of North Liberty believes that support of Better Together 2030 is an effective use of public funds to that end.

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

The North Liberty City Council does commit a contribution of \$5,000.00 toward the Better Together 2030 Initiative.

APPROVED AND ADOPTED this 27th day of July, 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



2021A Bond Sale

MINUTES TO AUTHORIZE SALE AND
ISSUANCE OF BONDS

421033-83

North Liberty, Iowa

July 27, 2021

The City Council of the City of North Liberty, Iowa, met on July 27, 2021, at _____
o'clock ____ .m., at the _____, North Liberty, Iowa.

The meeting was called to order by the Mayor, and the roll was called showing the
following Council Members present and absent:

Present: _____

Absent: _____.

This being the time and place fixed by the City Council for the consideration of bids for
the purchase of General Obligation Corporate Purpose Bonds, Series 2021A to be issued in
evidence of the City's obligation under a loan agreement, the Mayor announced that bids had been
received and canvassed on behalf of the City at the time and place fixed therefor.

The results of the bids were then read and the substance of such bids was noted in the
minutes, as follows:

Name and Address of Bidder

Final Bid (interest cost)

(Attached bid tabulation)

After due consideration and discussion, Council Member _____
introduced the following resolution and moved its adoption, seconded by Council Member
_____. The Mayor put the question upon the adoption of said
resolution, and the roll being called, the following Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.

• • • •

At the conclusion of the meeting, and upon motion and vote, the City Council adjourned.

Mayor

Attest:

City Clerk

RESOLUTION NO. 2021-71

Resolution authorizing and approving a Loan Agreement, providing for the sale and issuance of General Obligation Corporate Purpose Bonds, Series 2021A, and providing for the levy of taxes to pay the same

WHEREAS, the City of North Liberty (the “City”), in Johnson County, State of Iowa, heretofore proposed to enter a loan agreement (the “Urban Renewal Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$5,000,000 for the purpose of paying the cost, to that extent, of constructing, furnishing and equipping a municipal police station, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of June 27, 2017, no petition had been filed with the City asking that the question of entering into the Urban Renewal Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, the City also proposed, pursuant to the provisions of Section 384.24A of the Code of Iowa, to enter into a loan agreement (the “Essential Purpose Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$4,400,000 for the purpose of paying the costs, to that extent, of (1) constructing street, water system, sanitary sewer system, storm water drainage improvements; (2) acquiring and installing street lighting, signage and signalization improvements; and (3) acquiring a fire truck for the municipal fire department (collectively the “Essential Purpose Projects”), and pursuant to law and duly published notice of the proposed action has held a hearing thereon on June 8, 2021; and

WHEREAS, the City also proposed to enter into a loan agreement (the “General Purpose Loan Agreement”) and together with the Urban Renewal Loan Agreement and the General Purpose Loan Agreement, the “Loan Agreements”) and to borrow money thereunder in a principal amount not to exceed \$215,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of undertaking the Aquatic Center Boiler Project (the “General Purpose Project” and, together with the Essential Purpose Projects, the “Projects”) and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of June 8, 2021, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, pursuant to the provisions of Section 384.28 of the Code of Iowa, the City has combined the Loan Agreements into a single loan agreement (the “Loan Agreement”).

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared to facilitate the sale of General Obligation Corporate Purpose Bonds, Series 2021A (the “Bonds”) to be issued in evidence of the obligation of the City under the Loan Agreement, and the City has made provision for the approval of the P.O.S. and has authorized its use by Independent Public Advisors, LLC, as municipal financial advisor (the “Financial Advisor”) to the City; and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of the Bonds to be issued in evidence of the City's obligation under the Loan Agreement were received and canvassed on behalf of the City at the appointed time for the payment of costs of the Projects; and

WHEREAS, upon final consideration of all bids, the bid of _____, _____ (the "Purchaser"), was the best, such bid proposing the lowest interest cost to the City; and

WHEREAS, it is now necessary to make final provision for the approval of the Loan Agreement and to authorize the issuance of the Bonds;

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

Section 1. The form of agreement of sale of the Bonds with the Purchaser is hereby approved, and the Mayor and City Clerk are hereby authorized to accept and execute the same for and on behalf of the City.

Section 2. The City shall enter into the Loan Agreement with the Purchaser in substantially the form as has been placed on file with the City Council, providing for a loan to the City in the principal amount of \$7,270,000 for the purposes set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the Loan Agreement on behalf of the City, and the Loan Agreement is hereby approved.

Section 3. The bid of the Purchaser referred to in the preamble hereof is hereby accepted, and the Bonds, in the aggregate principal amount of \$7,270,000, are hereby authorized to be issued in evidence of the City's obligations under the Loan Agreement. The Bonds shall be dated August 17, 2021, shall be issued in the denomination of \$5,000 each or any integral multiple thereof and shall mature on June 1 in each of the years, in the respective principal amounts, and bearing interest at the respective rates as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>
2023	\$485,000	_____ %	2031	\$535,000	_____ %
2024	\$490,000	_____ %	2032	\$540,000	_____ %
2025	\$495,000	_____ %	2033	\$550,000	_____ %
2026	\$495,000	_____ %	2034	\$560,000	_____ %
2027	\$500,000	_____ %	2035	\$350,000	_____ %
2028	\$510,000	_____ %	2036	\$360,000	_____ %
2029	\$515,000	_____ %	2037	\$365,000	_____ %
2030	\$520,000	_____ %			

Section 4. UMB Bank, n.a., West Des Moines, Iowa, is hereby designated as the Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the “Registrar” or the “Paying Agent.” The City shall enter into an agreement (the “Registrar/Paying Agent Agreement”) with the Registrar, in substantially the form as has been placed on file with the Council; the Mayor and City Clerk are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the City; and the Registrar/Paying Agent Agreement is hereby approved.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in the years 2029 to 2037, inclusive, prior to and in any order of maturity on June 1, 2028, or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000.

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City’s registration books not less than 30 days prior to such redemption date. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Accrued interest on the Bonds shall be payable semiannually on the first day of June and December in each year, commencing December 1, 2021. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Bonds shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Bond or Bonds at the office of the Paying Agent.

The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered Bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Bonds shall cease to be such officer before the delivery of the Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

The Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owners or their legal representatives or assigns. Each Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 5. Notwithstanding anything above to the contrary, the Bonds shall be issued initially as Depository Bonds, with one fully registered Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). On original issue, the Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the "Participants"). In the event that DTC determines not to continue to act as securities depository for the Bonds or the City determines not to continue the book-entry system for recording ownership interests in the Bonds with DTC, the City will discontinue the book-entry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the City will register and deliver replacement Bonds in the form of fully registered certificates, in authorized denominations of \$5,000 or integral multiples of \$5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the City identifies a qualified securities depository to replace DTC, the City will register and deliver replacement Bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Bonds.

Ownership interests in the Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Bonds as nominees will not receive certificated Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant's interest in the Bonds, which will be confirmed in accordance with DTC's standard procedures. Each such person for which a Participant has an interest in the Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term "Beneficial Owner" shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Bonds acquired. Transfers of ownership interests in the Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Bonds, except as specifically provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 6. The Bonds shall be in substantially the following form:

(Form of Bond)

**UNITED STATES OF AMERICA
STATE OF IOWA JOHNSON COUNTY
CITY OF NORTH LIBERTY**

GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2021A

No. _____			\$ _____
RATE	MATURITY DATE	BOND DATE	CUSIP
_____%	June 1, _____	August 17, 2021	_____

The City of North Liberty (the “City”), in Johnson County, State of Iowa, for value received, promises to pay on the maturity date of this Bond to

Cede & Co.
New York, New York

or registered assigns, the principal sum of

THOUSAND DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of UMB Bank, n.a., West Des Moines, Iowa (hereinafter referred to as the “Registrar” or the “Paying Agent”), with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on June 1 and December 1 of each year, commencing December 1, 2021, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date, and shall be paid to the registered owner at the address shown on such registration books. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

This Bond is one of a series of General Obligation Corporate Purpose Bonds, Series 2021A (the “Bonds”) issued by the City to evidence its obligation under a certain loan agreement, dated as of August 17, 2021 (the “Loan Agreement”), entered into by the City for the purpose of paying the cost, to that extent, of (1) constructing, furnishing and equipping a municipal police station; (2) constructing street, water system, sanitary sewer system, storm water drainage improvements; (3) acquiring and installing street lighting, signage and signalization improvements; (4) acquiring a fire truck for the municipal fire department; and (5) undertaking the Aquatic Center Boiler Project.

The Bonds are issued pursuant to and in strict compliance with the provisions of Chapters 76 and 384 of the Code of Iowa, 2021, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution (the "Resolution") of the City Council, adopted on July 27, 2021, authorizing and approving the Loan Agreement and providing for the issuance and securing the payment of the Bonds, and reference is hereby made to the Resolution and the Loan Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in the years 2029 to 2037, inclusive, prior to and in any order of maturity on June 1, 2028, or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000.

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on this Bond as the same will respectively become due; and that the total indebtedness of the City, including this Bond, does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of North Liberty, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its City Clerk, as of August 17, 2021.

CITY OF NORTH LIBERTY, IOWA

By (DO NOT SIGN)

Mayor

Attest:

(DO NOT SIGN)

City Clerk

Registration Date: (Registration Date)

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Resolution.

UMB BANK, N.A.
West Des Moines, Iowa
Registrar

By (Authorized Signature)

Authorized Officer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common

UTMA

(Custodian)

As Custodian for

(Minor)

under Uniform Transfers to Minors Act

(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the
books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

(Signature guarantee must be provided in accordance
with the prevailing standards and procedures of the
Registrar and Transfer Agent. Such standards and
procedures may require signatures to be guaranteed by
certain eligible guarantor institutions that participate in
a recognized signature guarantee program.)

NOTICE: The signature to this Assignment must
correspond with the name of the registered owner as it
appears on this Bond in every particular, without
alteration or enlargement or any change whatever.

Section 7. The Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible, and thereupon they shall be delivered to the Registrar for registration, authentication and delivery to or on behalf of the Purchaser, upon receipt of the loan proceeds (\$ _____), including original issue premium (the "Loan Proceeds"), and all action heretofore taken in connection with the Loan Agreement is hereby ratified and confirmed in all respects.

A portion of the Loan Proceeds (\$ _____) shall be retained by the Purchaser as the underwriter's discount.

A portion of the Loan Proceeds (\$ _____) (the "Project Proceeds") received from the sale of the Bonds, plus (\$ _____) the "Additional Proceeds", shall be deposited in a dedicated fund (the "Project Fund"), which is hereby created, to be used for the payment of costs of the Projects and to the extent that Project Proceeds remain after the full payment of the costs of the Projects, such Proceeds, shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

The Loan Proceeds received as capitalized interest proceeds (\$ _____) shall be deposited into the Debt Service Fund for payment of interest on the Bonds as the same becomes due.

The remainder of the Loan Proceeds (\$ _____) (the "Cost of Issuance Proceeds"), received from the sale of the Bonds shall be deposited in the Project Fund, and shall be used for the payment of costs of issuance of the Bonds, and to the extent that Cost of Issuance Proceeds remain after the full payment of the costs of issuance of the Bonds, such Cost of Issuance Proceeds shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds to ensure compliance with the requirements of the Internal Revenue Code, as hereinafter defined.

Section 8. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City the following direct annual tax for collection in each of the following fiscal years:

For collection in the fiscal year beginning July 1, 2022,
sufficient to produce the net annual sum of \$ _____;

For collection in the fiscal year beginning July 1, 2023,
sufficient to produce the net annual sum of \$ _____;

For collection in the fiscal year beginning July 1, 2024,
sufficient to produce the net annual sum of \$ _____;

For collection in the fiscal year beginning July 1, 2025,
sufficient to produce the net annual sum of \$ _____;

For collection in the fiscal year beginning July 1, 2026,
sufficient to produce the net annual sum of \$_____;

For collection in the fiscal year beginning July 1, 2027,
sufficient to produce the net annual sum of \$_____;

For collection in the fiscal year beginning July 1, 2028,
sufficient to produce the net annual sum of \$_____;

For collection in the fiscal year beginning July 1, 2029,
sufficient to produce the net annual sum of \$_____;

For collection in the fiscal year beginning July 1, 2030,
sufficient to produce the net annual sum of \$_____;

For collection in the fiscal year beginning July 1, 2031,
sufficient to produce the net annual sum of \$_____;

For collection in the fiscal year beginning July 1, 2032,
sufficient to produce the net annual sum of \$_____;

For collection in the fiscal year beginning July 1, 2033,
sufficient to produce the net annual sum of \$_____;

For collection in the fiscal year beginning July 1, 2034,
sufficient to produce the net annual sum of \$_____;

For collection in the fiscal year beginning July 1, 2035,
sufficient to produce the net annual sum of \$_____; and

For collection in the fiscal year beginning July 1, 2036,
sufficient to produce the net annual sum of \$_____.

Section 9. A certified copy of this resolution shall be filed with the County Auditor of Johnson County, and the County Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds hereby authorized and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose, including incremental property tax revenues as provided for in Section 403.19 of the Code of Iowa, may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 8 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the City's budget.

Some of the Projects have been authorized as urban renewal projects to be undertaken in the North Liberty Urban Renewal Area. The City hereby reaffirms its intent to use tax increment revenues to pay some or all of the principal of and interest on the Bonds related to such urban renewal projects.

Section 10. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 11. It is the intention of the City that interest on the Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof, the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

The City hereby designates the Bonds as "Qualified Tax Exempt Obligations" as that term is used in Section 265(b)(3)(B) of the Internal Revenue Code.

Section 12. The Securities and Exchange Commission (the "SEC") has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule") that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for the bonds, an underwriter has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the bondholders to provide certain disclosure information to prescribed information repositories on a continuing basis or unless and to the extent the offering is exempt from the requirements of the Rule.

On the date of issuance and delivery of the Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 13. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 14. This resolution shall be in full force and effect immediately upon its approval and adoption, as provided by law.

Passed and approved July 27, 2021.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
COUNTY OF JOHNSON SS:
CITY OF NORTH LIBERTY

I, the undersigned, City Clerk of the City of North Liberty, do hereby certify that as such City Clerk I have in my possession or have access to the complete corporate records of the City and of its City Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the adoption of a resolution authorizing a Loan Agreement and providing for the sale and issuance of \$7,270,000 General Obligation Corporate Purpose Bonds, Series 2021A of the City evidencing the City's obligation under the Loan Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no appeal has been taken to the District Court from the decision of the City Council to enter into the Loan Agreement, to issue the Bonds or to levy taxes to pay the principal of and interest on the Bonds.

WITNESS MY HAND this _____ day of _____, 2021.

City Clerk

COUNTY FILING CERTIFICATE

STATE OF IOWA

SS:

JOHNSON COUNTY

I, the undersigned, County Auditor of Johnson County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2021, the City Clerk of the City of North Liberty filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council and approved by the Mayor thereof on July 27, 2021, entitled: "Resolution authorizing and approving a Loan Agreement, providing for the sale and issuance of General Obligation Corporate Purpose Bonds, Series 2021A, and providing for the levy of taxes to pay the same," and that I have duly placed a copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2022, and subsequent years as provided in the resolution.

WITNESS MY HAND this _____ day of _____, 2021.

County Auditor



Centennial Park Loop Road Project

Resolution No. 2021-72

RESOLUTION FINALLY APPROVING AND CONFIRMING PLANS, SPECIFICATIONS, AND ESTIMATE OF COST FOR THE CENTENNIAL PARK LOOP ROAD PROJECT

WHEREAS, the City Council of the City of North Liberty, Iowa, has heretofore given preliminary approval to the plans, specifications, and estimate of cost (the "Contract Documents") for the proposed Centennial Park Loop Road Project (the "Project"), as described in the notice of hearing on the Contract Documents for the Project and the taking of bids therefor; and

WHEREAS, a hearing has been held on the Contract Documents on July 27, 2021;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of North Liberty, Iowa, as follows:

Section 1. The City Council received bids for the Project on July 19, 2021 at 10:00 a.m. At such time and place the City Clerk opened such bids received and announce the results thereof. The City Council will consider bids received at the City Council meeting to be held on July 27, 2021 at 6:30 p.m. in Council Chambers at 1 Quail Creek Circle, North Liberty, Iowa.

Section 2. The City Clerk is hereby authorized and directed to give notice of the hearing and taking of bids by publication as required by law, which publication shall be made not less than 4 and not more than 45 days prior to the date for receipt of bids and not less than 4 and not more than 20 days prior to the date of the said hearing.

Section 3. "Pursuant to Section 1.150-2 of the Income Tax Regulations (the "Regulations") of the Internal Revenue Service, the City declares (a) that it intends to undertake the Project, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the "Bonds"), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Project have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. The Contract Documents referred to in the preamble hereof are hereby finally approved, and the prior action of the City Council giving preliminary approval is hereby finally confirmed, and the Project, as provided for in the Contract Documents, is necessary and desirable.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

APPROVED AND ADOPTED this 227th day of July, 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

July 20, 2021

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

RE: North Liberty Centennial Park Loop Drive

Dear Mr. Heiar:

On July 19, 2021, at 10:00 am in the North Liberty City Administration building, four bids were received and opened for the above-referenced project.

The low lump sum bid was received from All American Concrete Inc. of West Liberty, Iowa, in the amount of \$514,900.00. The design professional's estimate was \$623,000.00.

Subject to submitting acceptable bonds, insurance, and the Agreement, we recommend award of contract to All American Concrete Inc. based upon their lowest responsible, responsive bid. Upon City Council approval of this award we will proceed with issuing the Notice of Award and begin administration of the construction contract.

Please contact our office if you have questions.

Sincerely,

SHIVE-HATTERY, INC.



Josiah D. Bilskemper, PE

JDB/bad

Enc. Bid Tabulation

Copy: Guy Goldsmith, Parks Director
Tracey Mulcahey, Assistant City Administrator
Kevin Trom, S-H





2839 Northgate Drive
Iowa City, Iowa 52245-9568
(319) 354-3040 FAX (319) 354-6921

TABULATION OF BIDS

Client: City of North Liberty
Project Name: NL Centennial Park Loop Drive Improvements
S-H Project #: 1191820

Bid Date: July 19, 2021
Location: NL City Administration Bldg
Page No.: 1

NAME AND ADDRESS OF BIDDER	All American Concrete 1489 Highway 6 West Liberty, IA 52776	Streb Construction 3191 Charbon Rd SE Iowa City, IA 52246	Midwest Concrete 9835 Cottingham Rd Peosta, IA 52068	Vieth Construction 6419 Nordic Dr Cedar Falls, IA 50613	Engineer's Estimate
Bid Security - 5%	Yes	Yes	Yes	Yes	
Bidder Status Form	Yes	Yes	Yes	Yes	
Addendum Nol. 1	Yes	Yes	Yes	Yes	
Lump Sum Bid Price	\$ 514,900.00	\$ 530,000.00	\$ 552,277.61	\$ 568,301.61	\$ 623,000.00

Resolution No. 2021-73

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING EXECUTION
OF THE CONTRACT FOR THE CENTENNIAL PARK LOOP DRIVE
IMPROVEMENTS PROJECT, NORTH LIBERTY, IOWA**

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

WHEREAS, the City Council sought bids for the Centennial Park Loop Drive Improvements Project;

WHEREAS, four contractors submitted bids for the project; and

WHEREAS, the low bid for the project was from All American Concrete., in the amount of \$514,900.00; and

NOW, THEREFORE, BE IT RESOLVED that the Centennial Park Loop Drive Improvements Project is authorized and the bid from All American Concrete is hereby accepted and approved for the project at an amount of \$514,900.00 as set forth therein.

BE IT FURTHER RESOLVED that the Contract between the Owner and the Contractor is approved and that the City Administrator is authorized to execute said agreement.

APPROVED AND ADOPTED this 27th day of July, 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



Cedar Springs Lighting ROW Agreement

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

REVOCABLE LICENSE AGREEMENT

This agreement is made and entered into by and between THE CITY OF NORTH LIBERTY, IOWA, a municipal corporation, located at 3 Quail Creek Circle, North Liberty, Iowa 52317 (hereinafter referred to as "City," which expression shall include its agents, successors or assigns) and CEDAR SPRINGS HOMEOWNERS ASSOCIATION, INC., an Iowa nonprofit corporation located at 1665 Redbud Circle, North Liberty, Iowa 52317 (hereinafter referred to as "Licensee," which expression shall include its agents, successors or assigns).

WHEREAS, the Licensee is a nonprofit corporation organized for the purpose of, inter alia, providing common area maintenance and services to common areas and amenities erected for common use by and of members of that corporation within the corporate limits of the City of North Liberty, and

WHEREAS, Licensee desires to install, at its own expense, an additional lighting fixture at or near one of the cluster mailboxes serving its membership, and within the City's right-of-way, and

WHEREAS, the City desires to promote the safety, comfort and convenience of its residents by permitting the installation of additional lighting as described,

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar (\$1.00) plus other valuable consideration, the City hereby grants and conveys to Licensee a limited, revocable, non-transferable license for the purpose of installing and maintaining a private street lighting fixture and such additional appurtenant equipment as may be reasonably necessary for the operation of same (the "Fixture"), under, over, through and across the area described in Exhibit A hereto (the "Project Area"), subject to the regulatory powers of the City and subject to the conditions hereinafter set forth.

DIVISION I – CONDITIONS OF REVOCABLE LICENSE

The City and Licensee agree that:

1. License Term. This License shall consist of two separate periods, a construction period and a maintenance period. Both periods commence on the execution of the license by both parties.
 - a. Construction - Licensee shall have a period of 12 months to complete the installation of the Fixture within the Project Area.
 - b. Occupation and Maintenance - Licensee shall have the right under this License, after providing proper notice to the City, to maintain and repair the Fixture in the Project Area indefinitely. The expansion or upgrading of the lighting is not considered maintenance or repair.
2. Permit Required. Licensee acknowledges that the Project Area is situated entirely in the City's right of way, and that Licensee, notwithstanding the grant of this license, shall be required to seek an appropriate permit from the City prior to performing work in the Project Area.
3. Compliance with Laws; Assumption of Risk. At all times during the construction and maintenance or repair of the Project, Licensee shall comply with all applicable federal, state, or local laws, ordinances, rules, regulations, and notices. Notwithstanding the issuance of a permit or license, Licensee assumes all risks associated with the installation and maintenance of equipment in the right-of-way, specifically including the increased risk of injury to persons or property from occupying space near a public street.
4. Construction and Repair. In the process of construction, maintenance, or repair of the Fixture, the Licensee shall, to protect the public and to assure the safe and efficient movement of traffic, properly barricade the Project Area to comply, at a minimum, with requirements set forth in the Manual on Uniform Traffic Control Devices (MUTCD). All pavement taken up or damaged or other disturbed areas shall be properly and speedily replaced by Licensee. As a condition for use of the Project Area, the Licensee shall at its own expense repair any private property, utility system component, public improvement or public property damaged by such construction, maintenance or repair work, in a manner reasonably acceptable to the City. If the Licensee fails to repair or arrange with the City for the proper repair of any such property after excavations have been made, and after seven days' notice in writing to do so is given to its designated representative, the City may make such repairs at the expense of the Licensee.
5. Plans and Completion. Upon completion of the installation of the Fixture in the Project Area, Licensee will provide to the City "as-built" plans related to said Fixture.
6. Removal or Relocation. The Licensee shall, upon reasonable notice and at its sole cost and expense, remove or relocate the Fixture in such manner as the City may at any time require for the purpose of facilitating the construction, reconstruction, maintenance, repair or change in grade of any public improvement on, in or about the Project Area, for the purpose of promoting the efficient operation of any such improvement, or for the purposes of facilitating the vacation and/or redevelopment of public right-of-way by the City. In the event the

Licensee fails to act within a reasonably allocated time, the City may cause the Fixture to be relocated or removed, and the costs thereof shall be to the Licensee.

7. Work by Others, Alteration to Conform with Public Improvements. The City reserves the right to lay, and permit to be laid, wires, pipes, cables, conduits, ducts, manholes and other appurtenances, and to do, or permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the City in, across, along, over or under any public property occupied by the Licensee and to change any curb or sidewalk or the grade of any street. In permitting others to do such work the City shall not be liable to the Licensee for any damages arising out of the performance of such work by other parties. Nothing in this License shall be construed as to relieve any other person or corporation from liability for damage to the Fixture.
8. Insurance. During the license term, Licensee shall maintain in force, at Licensee's own expense, at least the following insurance coverages, placed with insurers authorized to do business in the State of Iowa and that have an A.M. Best's Rating of no less than A-:
 - a. Workers' Compensation Insurance in accordance with state statutory laws, including Employers' Liability with minimum limits of \$1,000,000 each Accident.
 - b. Commercial General Liability Insurance with coverages including, but not limited to: bodily injury and death; assault; personal injury; property damage liability; product and completed operations; and contractual liability coverage with minimum limits of \$1,000,000 Each Occurrence and \$2,000,000 General Aggregate.

All insurance policies, with the exception of Workers' Compensation insurance, shall name the City, its officers, elected officials, employees, agents, and volunteers as additional insured(s) via blanket endorsement for the liability policies noted above, and Licensee shall provide to the City a copy of all Additional Insured endorsements. All policies maintained shall be written as primary policies, not contributing with coverage the City may carry, and will contain a waiver of any subrogation claims against the City and its insurance carrier(s) with respect to all obligations assumed by Licensee under this agreement. The insurance policies listed herein shall not be cancelled or materially reduced without thirty (30) days' prior written notice to the City. In no event shall the limits of any policy be considered as limiting the liability of the Licensee under the Agreement. The fact that Licensee has obtained the insurance required hereunder shall in no manner lessen or otherwise affect such Licensee's other obligations or liabilities set forth in this Agreement.

It is understood that Licensee intends to contract with an independent contractor to perform the work within the Project Area. Any such contractor For so long as Licensee has no employees which perform any function pursuant to this agreement within the Project Area, Licensee shall be exempted from the requirements of Subparagraph 8(a) above.

9. Indemnification by Licensee. Licensee agrees to defend, indemnify, and hold harmless the City and its directors, officers, employees, subcontractors, and agents from and against all third party claims, suits, causes of action, damages, costs (including reasonable and documented attorneys' fees), judgments, and other expenses arising out of or related to (i) Licensee's breach of this Agreement; (ii) allegations of negligence or misconduct of Licensee and its employees or agents; and (iii) Licensee's violation of applicable law.
10. Termination. This Agreement may be terminated by any party, by thirty (30) days' written notice to the other party. If terminated by either party, Licensee shall remove the Fixture within ninety (90) days of said termination, and restore the Project Area to substantially the same condition as prior to the execution of this agreement, unless such requirement is waived in writing by the City. If Licensee fails to timely remove the Fixture or to restore the Project Area as described, the City may order the work to be performed.
11. Recordation. Licensee shall be responsible for the recording of this Agreement and payment of the costs for the same.
12. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Iowa without regard to its conflict of laws provisions. The Iowa District Court for Johnson County shall be the venue for any legal action.
13. Dispute Resolution. At all times during the course of any unresolved dispute between the parties, the parties shall continue to supervise, direct, and perform their obligations hereunder in a diligent and professional manner and without delay as provided under the terms of this agreement.
14. Notice. Any and all notices permitted or required to be given hereunder shall be sent to the address first set forth above, or such other address as may be provided, and deemed duly given: (a) upon actual delivery, if delivery is by hand; or (b) by electronic mail provided that such notice is contemporaneously provided in written hard copy to the receiving party's legal department. Additionally, the parties may agree in Exhibit 1 for the provision of certain notices by email to the recipients indicated in Exhibit 1.
15. Waiver Modification. The failure of either party to enforce, at any time or for any period of time, the provisions hereof, or the failure of either party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall in no way affect that party's right to enforce such provisions or exercise such option. Any modification or amendment to this Agreement shall be effective only if in writing and signed by all parties.
16. Severability. In the event any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement (and each of the remaining terms and conditions contained herein) shall remain in full force and effect.

17. Force Majeure. Any delay in or failure by any party in performance of this Agreement shall be excused if and to the extent such delay or failure is caused by occurrences beyond the control of the affected party including, but not limited to, decrees or restraints of Government, acts of God, strikes, work stoppage or other labor disturbances, war, sabotage, or pandemic (each being a "Force Majeure Event"). The affected party will promptly notify the other party upon becoming aware that any Force Majeure Event has occurred or is likely to occur and will use its best efforts to minimize any resulting delay in or interference with the performance of its obligations under this Agreement.
18. No Assignment. This Agreement may not be assigned, in whole or in part, by any party without the prior written consent each other party.
19. Relationship of Parties. The parties shall be independent contractors in their performance under this Agreement, and nothing contained in this Agreement shall be deemed to constitute any party as the employer, employee, agent, or representative of any other party, or the parties as joint venturers or partners for any purpose.
20. Entire Agreement; Amendment. This Agreement and the exhibits attached hereto contain the full and complete understanding and agreement between the parties relating to the subject matter hereof and supersede all prior and contemporary understandings and agreements, whether oral or written, relating such subject matter hereof. This Agreement may be executed in one or more counterparts and by exchange of signed counterparts transmitted by facsimile, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original instrument. The Agreement may only be amended or modified through a writing signed by both Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

[Signature pages to follow]

Dated this 18 day of June, 2021.

CEDAR SPRINGS HOMEOWNERS ASSOCIATION, INC.:

Signed: *Dale Larson*

By: Dale Larson

President, Cedar Springs Homeowners Association, Inc.

STATE OF IOWA, JOHNSON COUNTY: ss

On this 18th day of June, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Dale Larson, to me personally known, who, being by me duly sworn, did say that he is the President of Cedar Springs Homeowners Association, Inc., an Iowa nonprofit corporation, and that the instrument was signed on behalf of the corporation by the authority of its board of directors, and that Dale Larson acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the corporation, by it and by him voluntarily executed.

Melanie Farr
Notary Public in and for the State of Iowa



CITY:

Signed: _____
Terry L. Donahue, Mayor

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of City Council on the _____ day of _____, 2021, and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT A

LOCUST DR

CEDAR SPRINGS DR

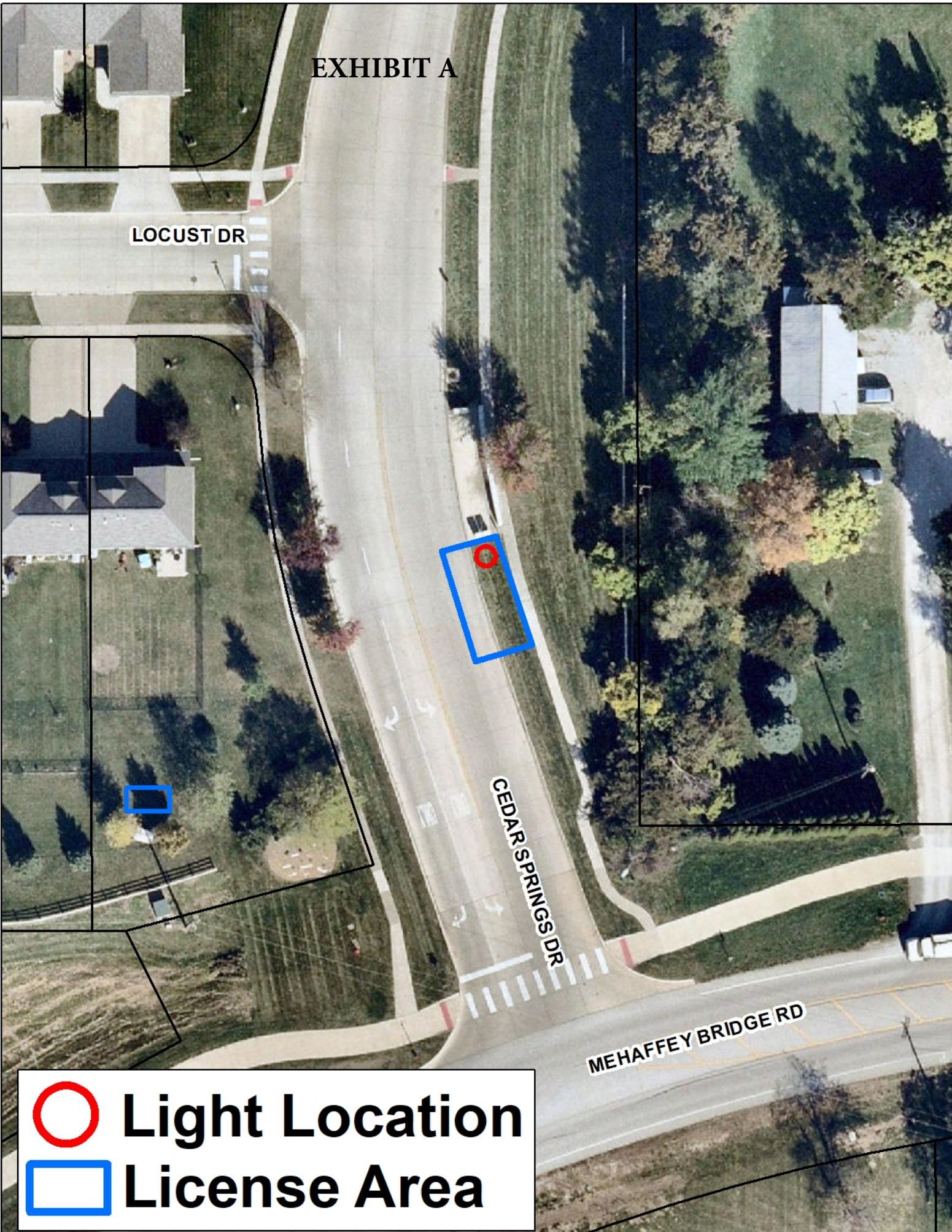
MEHAFFEY BRIDGE RD



Light Location



License Area



Resolution No. 2021-74

**A RESOLUTION APPROVING A REVOCABLE LICENSE
AGREEMENT ALLOWING THE INSTALLATION OF
ADDITIONAL STREET LIGHTING ON CEDAR SPRINGS DRIVE**

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

WHEREAS, the Cedar Springs Homeowners Association ("Cedar Springs") wishes to install, at its own expense, additional street lighting near a certain cluster of mailboxes located on Cedar Springs Drive, and;

WHEREAS, the City of North Liberty has established terms and conditions for Cedar Springs to install such lighting in the City's right of way on Cedar Springs Drive, consistent with applicable safety and zoning standards, and;

WHEREAS, it is the parties' desire to agree and establish, in writing, their understanding concerning the installation of additional street lighting consistent with those terms and conditions.

NOW, THEREFORE, BE IT RESOLVED that the attached licensing agreement between the City of North Liberty and the Cedar Springs Homeowners Association is approved.

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

APPROVED AND ADOPTED this 27th day of July, 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



T & R Subdivision Part Two, Lot 1

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

**STORM WATER MANAGEMENT FACILITY
MAINTENANCE AGREEMENT AND EASEMENT
LOT 1, T & R SUBDIVISION - PART TWO**

THIS AGREEMENT, made by and between the City of North Liberty, Iowa, a municipal corporation, hereinafter referred to as “City,” and R. T. ST., LLC, hereinafter referred to as “Owner.”

SECTION 1. REQUEST FOR STORMWATER MANAGEMENT FACILITY MAINTENANCE AGREEMENT.

A. The Owner has requested that the City approve this Storm Water Management Facility Maintenance Agreement and Easement with respect to the real estate situated in North Liberty, Johnson County, Iowa, upon which the stormwater management facilities for Lot 1, T & R Subdivision - Part Two will be constructed, designated as “Stormwater Detention Area” on the attached Exhibit A. (the “Facilities”):

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

1. The Owner has full ownership and control of the real estate described above;

2. The Owner, for the purposes of this Agreement, includes the current owner of the property described above; any successor owners, assigns, and heirs of the original Owner, and any other person or party determined to be a “responsible person” as defined in Chapter 156, City of North Liberty Code of Ordinances, or any successor ordinance thereto.

3. This Agreement is required by and shall be enforced pursuant to Chapter 156, City of North Liberty Code of Ordinances, or any successor ordinance thereto, and the Iowa Storm Water Management Manual, or any successor manual thereto.

SECTION 2. CONDITIONS OF APPROVAL OF AGREEMENT.

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

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

SECTION 3. MAINTENANCE AND REPAIR OF STORM WATER MANAGEMENT FACILITY.

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

1. Clean and remove debris from the detention outlet structure on a monthly basis.
2. Clean and remove debris from ponding areas on a monthly basis.
3. Mow and maintain grass in graded detention area and upland slopes, as needed based on season.
4. Inspect annually for unwanted animals such as muskrats, beaver, woodchuck, skunks and burrowing type animals that can compromise the side banks by creating burrows. Contact a licensed and insured professional to remove pests when needed.
5. Monitor annually for sediment accumulation in the ponding areas. When sediment accumulates such that a 25% reduction in storage volume occurs, the accumulated sediment shall be removed.
6. Inspect private storm sewers within the detention area annually. The owner responsible for cleaning or repairing private storm sewers.

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

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

SECTION 4. MAINTENANCE AND REPAIR; EASEMENT.

The Owner grants to the City an easement for access to the Facilities at reasonable times for periodic inspection by City or City's designee to ensure that the Facilities are maintained in proper working condition to meet City Storm Water requirements and, if necessary, and for maintenance and repair of the Facilities in accordance with the terms of this Agreement.

The Owner further grants to the City the following rights in connection with said easement:

A. The right to temporarily occupy the area on either side of the Facilities in order to grade said easement areas for the full width thereof.

B. The right from time to time, after providing reasonable notice to the Owner as provided in Section 7, to trim, cut down and clear away all trees and brush on said Facilities which now or hereafter in the opinion of the City may be a hazard to said Facilities, or may interfere with the exercise of the City's rights hereunder in any manner.

The City shall indemnify the Owner against any loss and damage which shall be caused by the negligent exercise of any said ingress or egress, construction, use or maintenance by the City or its agents or employees in the course of their employment.

The Owner reserves the right to use said Facilities for purposes which will not interfere with the City's full enjoyment of its right hereby granted; provided that the Owner shall not erect or construct any building, fence, retaining wall or other structures; plant any trees, drill or operate any well; construct any obstructions on said Facilities; or substantially add to the ground cover of said Facilities.

SECTION 5. INSPECTION OF FACILITIES.

The Facilities are subject to periodic inspections by the City on any reasonable basis, including but not limited to: routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; inspection of drainage basins or areas identified as higher than typical sources of sediment or other contaminants or pollutants; inspections of uses of a type associated with higher than usual discharges of contaminants or pollutants or with discharges of a type which are more likely than the typical discharge to cause violations of state or federal water or sediment quality standards or the NPDES Storm Water permit; and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include but are not limited to: reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in the Facilities, and evaluating the condition of the Facilities.

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

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

SECTION 7. FAILURE TO MAINTAIN STORM WATER MANAGEMENT FACILITIES.

In the event that the Facilities are not being maintained and repaired as required by this Agreement or the City's ordinances, the City shall notify the Owner in writing. Upon receipt of that notice, the Owner shall have thirty (30) days to effect maintenance and repair of the Facilities

in an approved manner. A reasonable extension may be allowed if the work cannot be completed within the thirty days due to weather, unavailability of necessary materials, or other good cause shown by the Owner.

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

Nothing in this Agreement shall be construed to impose a requirement on the City to install the original public improvement at issue herein. Nor shall the Owner be deemed acting as the City's agent during the original construction and installation of said improvement. The parties agree that the obligation to install the public improvement herein shall be in accordance with City specifications, and the obligation shall remain on the Owner until completion by the Owner, and until acceptance by the City, as provided by law.

SECTION 8. ENFORCEMENT AND APPEALS.

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

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

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

SECTION 9. OWNER'S OBLIGATION AND CITY ACTIONS.

A. The Owner of part or all of the property described above agrees and is fully obligated to perform as provided in this Agreement. The Owner is liable and responsible for each

and every obligation agreed to be undertaken pursuant to this Agreement. Failure of any party responsible to perform under this Agreement is not a defense against any action to be taken by the City.

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

C. Only upon completion of the Facility and, further, upon inspection and approval of the Facility by the City shall the Owner have the right to assign all of its obligations under this Agreement to a homeowners' association or the successor title holder of the property described in Section 1.A of this Agreement. Such assignment shall occur automatically upon recorded conveyance of the property by deed, contract or Declaration of Submission of Property to Horizontal Property Regime pursuant to Iowa Code Chapter 499B.

SECTION 10. FEES.

The Owner agrees to pay for the costs of recording this Agreement. The Owner agrees to pay all necessary recording and filing fees that accrue as a result of any work that is performed under this Agreement or made necessary as a result of this development project. A copy of all recorded documents, including but not limited to this Agreement, shall be provided to the City.

SECTION 11. NOTICES.

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

R. T. ST., LLC
P.O. Box 48
North Liberty, Iowa 52317

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

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

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

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

SECTION 12. SUCCESSORS AND ASSIGNS.

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

[remainder of page intentionally left blank]

DATED this ____ day of _____, 2021.

CITY OF NORTH LIBERTY, IOWA

R. T. ST., LLC

By: _____ By: _____
Terry L. Donahue, Mayor

(seal)

ATTEST: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation; and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the ____ day of _____, 2021; and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa
My Commission Expires: _____

STATE OF IOWA, JOHNSON COUNTY: ss

On this day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____, to me personally known, who, being by me duly sworn, did say that they are a _____ of R. T. ST., LLC, an Iowa limited liability company; and that _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the company.

Notary Public in and for the State of Iowa
My Commission Expires: _____

Field Book No: FIELDBOOK	
Date	Revision

Resolution No. 2021-75

**RESOLUTION APPROVING THE STORMWATER
MANAGEMENT FACILITY MAINTENANCE
AGREEMENT AND EASEMENT BETWEEN THE CITY OF
NORTH LIBERTY AND R. T. ST., LLC, THAT
ESTABLISHES THE TERMS AND CONDITIONS UNDER
WHICH STORMWATER MANAGEMENT FACILITIES
WILL BE MAINTAINED FOR LOT 1, T & R SUBDIVISION -
PART TWO IN THE CITY OF NORTH LIBERTY, IOWA**

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

WHEREAS, the terms and conditions for the maintenance of the stormwater management facilities in Lot 1, T & R Subdivision – Part Two have been set forth in an Agreement between the City of North Liberty (“City”) and R. T. ST, LLC (“Owner”);

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

NOW, THEREFORE, BE IT RESOLVED that that the Storm Water Management Facility Maintenance Agreement and Easement between the City and North Liberty the owner is approved for the development of Lot 1, T & R Subdivision – Part Two, North Liberty, Iowa.

APPROVED AND ADOPTED this 27th day of July, 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



JT Properties Rezoning



July 6, 2021

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

Re: Request the City of North Liberty is requesting a zoning map amendment (rezoning) on 1.72 acres, more or less, from I-1 Light Industrial District to C-2-A Highway Commercial District on property located at the southwest corner of Highway 965 and 240th Street (625 240th St).

Mayor Donahue:

The North Liberty Planning Commission considered the above-reference request at its July 6, 2021 meeting. The Planning Commission took the following action:

Findings:

1. Section 165.08 of the North Liberty Code of Ordinances empowers the City to initiate zoning map amendments; and
2. The zoning map amendment would be consistent with the North Liberty Comprehensive Plan Future Land Use Map.

Recommendation:

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

The vote for approval was 5-0.

Becky Keogh, Chairperson
City of North Liberty Planning Commission



To **City of North Liberty Planning Commission**
From **Ryan Rusnak, AICP**
Date **July 1, 2021**
Re **Request the City of North Liberty is requesting a zoning map amendment (rezoning) on 1.72 acres, more or less, from I-1 Light Industrial District to C-2-A Highway Commercial District on property located at the southwest corner of Highway 965 and 240th Street (625 240th St).**

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:

This is a City-initiated zoning map amendment in order for the zoning and future use of the property to achieve consistency with the Comprehensive Plan Future Land Use Map.

Section 165.08 of the North Liberty Code of Ordinances reads:

The Council may, from time to time on its own action or on petition, after public notice and hearing as provided by law and after report by the Commission, amend, supplement, or change the boundaries or regulations herein or subsequently established, and such amendment shall not become effective except by the favorable vote of a majority of all the members of the Council.

It is staff's opinion that this property is located on a primary corridor in the City of North Liberty. The use and design of the property would have a significant impact to the built environment. Without a zoning map amendment, the City would not have legal authority to deny a site plan, which was consistent with the I-1 District and industrial design guidelines.

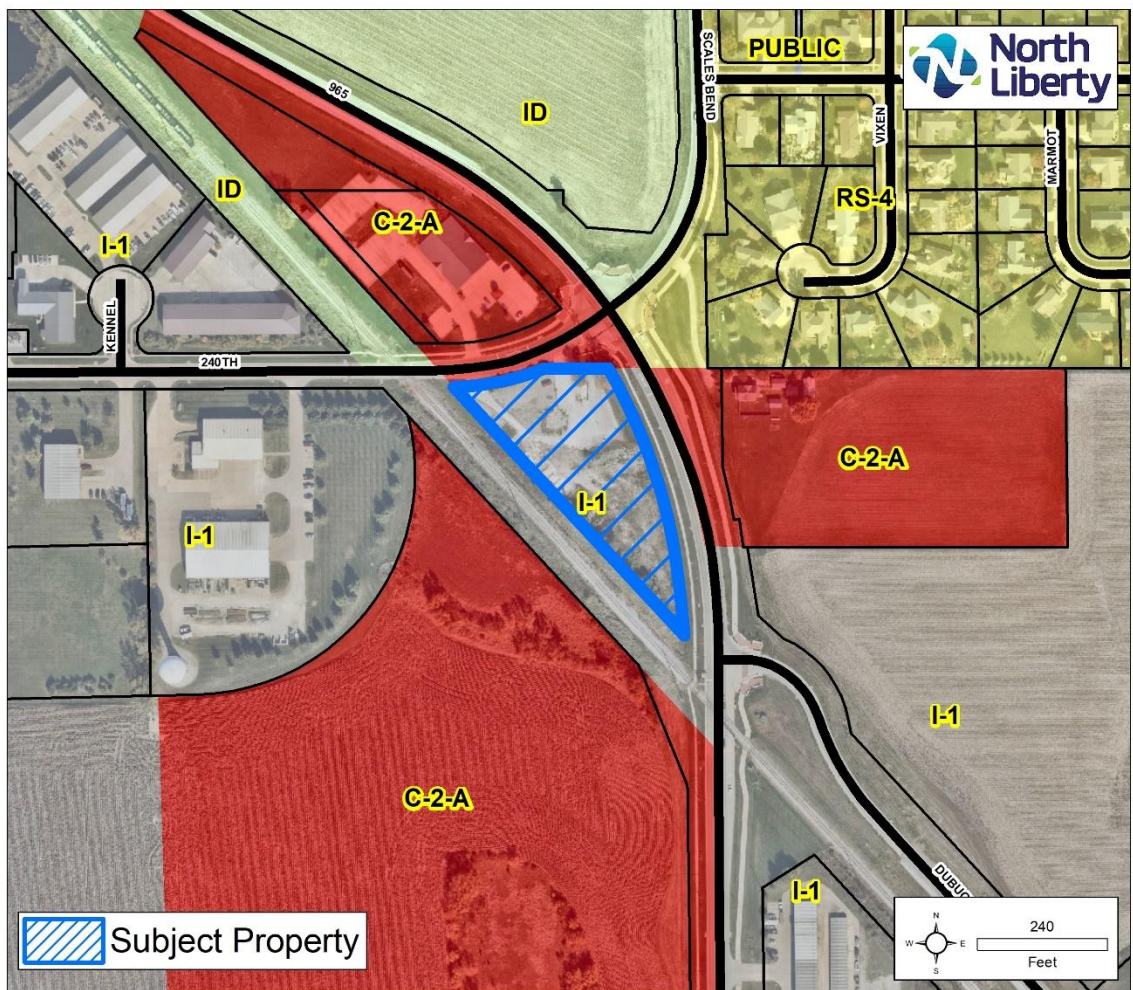


Current Zoning:

The property is currently zoned I-1 Light Industrial District.

I-1 Description:

The I-1 Industrial District is intended to provide for the development of modern landscaped light-industrial and commercial establishments which have negligible impacts upon areas outside of the zoned district, and seek a hazard- and nuisance-free environment. The district is intended to provide for manufacture, assembly, fabrication, storage, and/or processing of goods listed for the location of compatible uses.



Proposed Zoning:

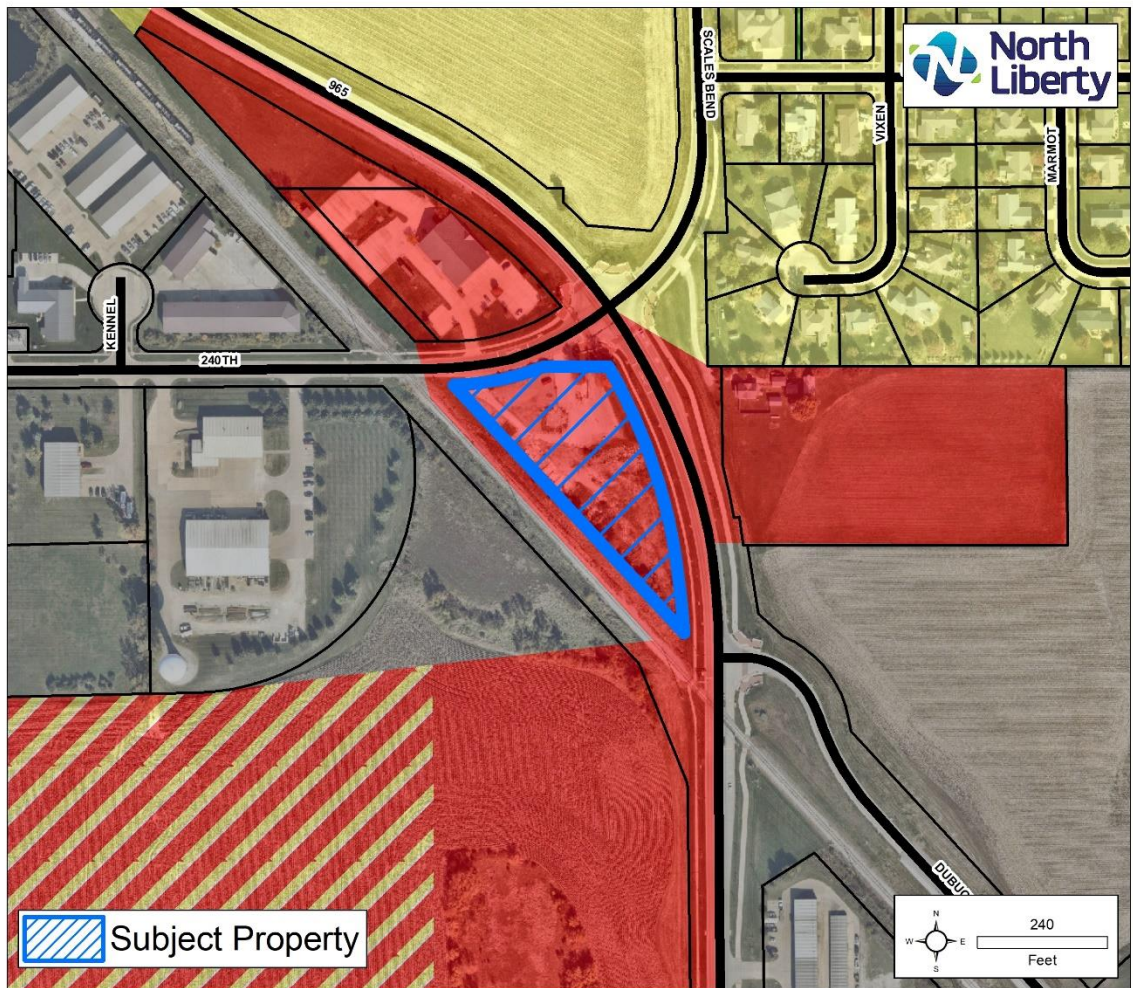
C-2-A Highway Commercial District.

C-2-A Description

The C-2-A Highway Commercial District is intended to provide for those commercial uses which may take particular advantage of a highway location and/or due to size or other nuisance constraints may be incompatible with the predominantly retail uses permitted in the C-1-A and C-1-B Commercial Districts, and whose service area is not confined to any one neighborhood or community.

Consistency with Comprehensive Plan:

Land Use Plan designation: Commercial.



Public Input:

Certified and regular letters were sent to the property owner providing notification of the July 6, 2021 Planning Commission public hearing. Prior to taking formal action, staff spoke with Jack Blong, President of Suburban Landscape about the City-initiated zoning map amendment. Mr. Blong stated that the I-1 District is preferable since it allow for more flexibility with respect to the uses and design. He indicated that there were not specific development plans. To date, staff has not received any formal objection to the request.

Staff Recommendation:**Findings:**

1. Section 165.08 of the North Liberty Code of Ordinances empowers the City to initiate zoning map amendments; and
2. The zoning map amendment would be consistent with the North Liberty Comprehensive Plan Future Land Use Map.

Recommendation:

Staff recommends the Planning Commission accept the two listed findings and forward the request for zoning map amendment from I-1 Light Industrial District to C-2-A Highway Commercial District 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.



July 12, 2021

JT Properties LLC
2924 270th St NW
North Liberty IA 52317-8501

Re: City initiated zoning map amendment (rezoning) on property you own.

Dear property owner(s):

This letter is to notify you that the City of North Liberty is requesting a zoning map amendment (rezoning) on 1.72 acres, more or less, from I-1 Light Industrial District to C-2-A Highway Commercial District on property located at the southwest corner of Highway 965 and 240th Street (625 240th St) (see map on reverse side).

The North Liberty Planning Commission unanimously recommended approval of the request at its July 6, 2021 meeting.

The North Liberty City Council will consider this request at its July 27, 2021 public hearing, which begins at 6:30 P.M. The public hearing will be held at North Liberty City Council Chambers, 1 Quail Creek Circle, North Liberty, Iowa 52317.

As an affected property owner, you have the right to comment on this request. You may appear in person at the public hearing and/or provide written comments. Any written comments to be reported at the public hearing should be received in the Planning Department, at the address below, no later than 12:00 noon on the day of the public hearing.

Ryan Rusnak, Planning Director
City of North Liberty
3 Quail Creek Court, PO Box 77, North Liberty, Iowa 52317
319-626-5747
rrusnak@northlibertyiowa.org

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Sent To

JT properties, LLC

Street and Apt. No., or PO Box No.

2924 270th St NW

City, State, ZIP+4®

North Liberty, Ia 52317-8501

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

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Here

Notice sent certified and regular mail. No signature returned.



July 13, 2021

JT Properties LLC
2924 270th St NW
North Liberty IA 52317-8501

Re: City initiated zoning map amendment (rezoning) on property you own.

Dear property owner(s):

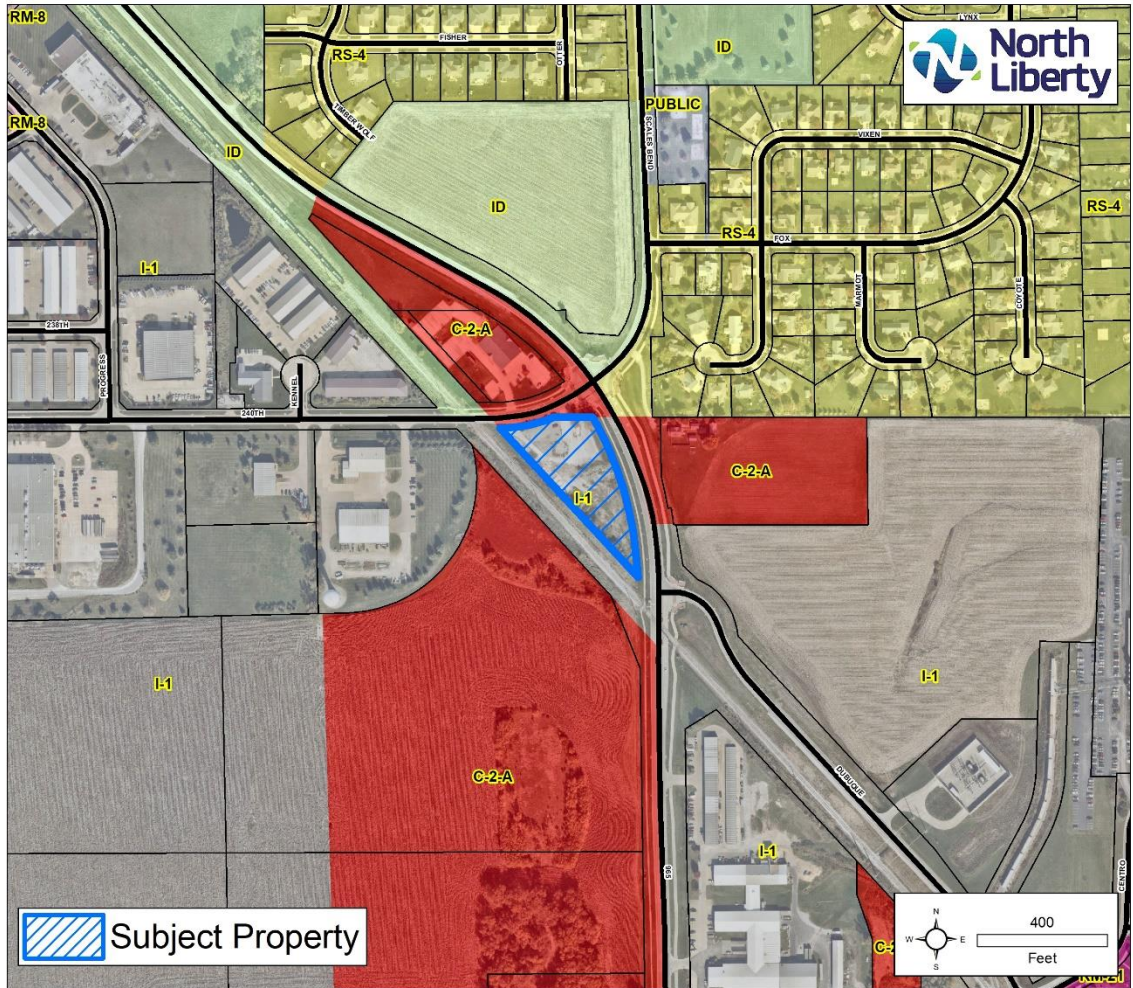
This letter is to notify you that the City of North Liberty is requesting a zoning map amendment (rezoning) on 1.72 acres, more or less, from I-1 Light Industrial District to C-2-A Highway Commercial District on property located at the southwest corner of Highway 965 and 240th Street (625 240th St) (see map on reverse side).

The North Liberty Planning Commission will consider this request at its July 6, 2021 public hearing, which begins at 6:30 P.M. The public hearing will be held at North Liberty City Council Chambers, 1 Quail Creek Circle, North Liberty, Iowa 52317.

It is anticipated that the North Liberty City Council will consider the request at its July 27, 2021 public hearing. A separate letter will be mailed notifying you of that public hearing.

As an affected property owner, you have the right to comment on this request. You may appear in person at the public hearing and/or provide written comments. Any written comments to be reported at the public hearing should be received in the Planning Department, at the address below, no later than 12:00 noon on the day of the public hearing.

Ryan Rusnak, Planning Director
City of North Liberty
3 Quail Creek Court, PO Box 77, North Liberty, Iowa 52317
319-626-5747
rrusnak@northlibertyiowa.org




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PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY		
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p style="font-size: 1.2em; margin-left: 20px;"><u>JT Properties LLC</u> <u>2924 270th St NW</u> <u>North Liberty, Ia</u> <u>52317</u></p> <div style="text-align: center;">  9590 9402 5189 9122 9869 32 </div> <p>2. Article Number (Transfer from service label)</p> <p style="font-size: 1.2em; margin-left: 20px;"><u>7019 0700 0001 6555 4943</u></p>	<p>A. Signature <u>[Signature]</u> <input checked="" type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>JACK BLONG</u></p> <p>C. Date of Delivery <u>7-16-21</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type</p> <table style="width: 100%;"> <tr> <td style="vertical-align: top;"> <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) </td> <td style="vertical-align: top;"> <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery </td> </tr> </table>	<input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	<input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery
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PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

Ordinance No. 2021-13

AN ORDINANCE AMENDING CHAPTER 167 OF THE NORTH LIBERTY CODE OF ORDINANCES BY AMENDING THE USE REGULATIONS ON PROPERTY LOCATED AT THE SOUTHWEST CORNER OF HIGHWAY 965 AND 240TH STREET LOCATED IN NORTH LIBERTY, IOWA TO THOSE SET FORTH IN THE MUNICIPAL CODE FOR THE C-2A HIGHWAY COMMERCIAL 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 on the southwest corner of Highway 965 and 240th Street. The property is more particularly described as follows:

All that part of the Northwest Quarter of Section 12, Township 80 North, Range 7 West of the 5th P.M. lying North and East of the right-of-way of the Cedar Rapids and Iowa City Railroad, excepting the Highway 965 and 240th Street rights-of-way. Said contains 1.72 acres, more or less.

Such that said property shall be classified and zoned as C-2A Highway Commercial District.

SECTION 2. CONDITIONS IMPOSED. The North Liberty Planning Commission voted to recommend approval with no conditions at the July 6, 2021 meeting.

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

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

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

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

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

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

First reading on _____.

Second reading on _____.

Third and final reading on _____.

CITY OF NORTH LIBERTY:

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-___ in the *North Liberty Leader* on the ___ of ___, 2021.

TRACEY MULCAHEY, CITY CLERK



Ag Experience Ordinance



June 1, 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 portions of Chapters 167, 168, and 170 of the City of North Liberty Code of Ordinances, defining permitted agricultural and livestock uses, removing confined animal feeding operations as a permitted use, creating regulations for an agricultural experience use, modifying signage and off-street parking requirements in general, and modifying accessory uses for community food pantries.

Mayor Donahue:

The North Liberty Planning Commission considered the above-reference requests at its June 1, 2021 meeting. The Planning Commission took the following action:

Finding:

1. The Zoning Ordinance amendments would allow for an agricultural use within City limits and would revise outdated and onerous language.

Recommendation:

The Planning Commission accepted the one listed finding and forwards the request of the City of North Liberty for an Ordinance amending portions of Chapters 167, 168, and 170 of the City of North Liberty Code of Ordinances, defining permitted agricultural and livestock uses, removing confined animal feeding operations as a permitted use, creating regulations for an agricultural experience use, modifying signage and off-street parking requirements in general, and modifying accessory uses for community food pantries.

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

Becky Keogh, Chairperson
City of North Liberty Planning Commission



To **City of North Liberty Planning Commission**
From **Ryan Rusnak, AICP**
Date **May 28, 2021**
Re **Request of the City of North Liberty for an Ordinance amending portions of Chapters 167, 168, and 170 of the City of North Liberty Code of Ordinances, defining permitted agricultural and livestock uses, removing confined animal feeding operations as a permitted use, creating regulations for an agricultural experience use, modifying signage and off-street parking requirements in general, and modifying accessory uses for community food pantries.**

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:

City staff has been collaborating with Dean and Katie Colony for the past several months to write an Agricultural Experience Ordinance, which would allow their farm to operate in City limits.

City staff decided that allowing the use by Conditional Use approval was necessary because the City does not have an Agricultural Comprehensive Plan Future Land Use Map designation. In that light, an Agricultural Experience Zoning District could not be created because it would not be consistent with the Future Land Use Map.

City staff took the opportunity to revise outdated definitions and uses and standards in the ID Interim Development District. Staff also amended the food pantry regulations to allow a portion of second accessory building to be utilized for the food pantry.

Public Input:

No public input has been received.

Finding:

1. The Zoning Ordinance amendments would allow for an agricultural use within City limits and 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 portions of Chapters 167, 168, and 170 of the City of North Liberty Code of Ordinances, defining permitted agricultural and livestock uses, removing confined animal feeding operations as a permitted use, creating regulations for an agricultural experience use, modifying signage and off-street parking requirements in general, and modifying accessory uses for community food pantries.

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.

SECTION 1. AMENDMENT.

167.01 Definitions.

“Agriculture” means the tilling of the soil, raising of crops, animals, horticulture, gardening, and bee keeping use of land and associated structures dedicated to the art or science of cultivating the ground, including harvesting of crops and rearing and management of livestock and bee keeping.

“Agriculture Experience” means any agriculture-related activity, as a secondary use in conjunction with a permitted agricultural use, which activity is open to the public with the intended purpose of promoting or educating the public about agriculture, agricultural practices, agricultural activities, or agricultural products. An activity is an agriculture experience activity whether or not the participant paid to participate in the activity. The sale of merchandise and service and/or sale of food and drinks, including alcoholic beverages, is permitted as an accessory use to activities sponsored by the organization.

“Animal Feeding Operations” means an agricultural enterprises where animals are kept and raised in confined situations where feed is brought to the animals rather than the animals grazing or otherwise seeking feed in pastures, fields, or on rangeland.

“Farm” means an area with a minimum size of ten acres which is used for the growing of the usual farm products as vegetables, fruits, and grain and their storage on the area, as well as for the raising thereon of the usual farm poultry and farm animals.

“Farm animals” means animals other than household pets that may, where permitted, be kept and maintained for commercial production and sale and/or family food production, education, or recreation. Farm animals are identified by these categories: large animals (e.g., horses and cattle); medium animals (e.g., sheep, goats); or small animals (e.g., rabbits, chinchilla, chickens, turkeys, pheasants, geese, ducks and pigeons).

“Farming” includes the operation of such farm area for one or more of the uses provided in Section 168.01 with the necessary accessory uses for treating or storing the food produce; provided, however, the operation of any such accessory uses shall be secondary to that of the normal farming activities and such accessory uses do not include the feeding of garbage or offal to swine or other animals.

“Livestock” means one or more domestic animals of species bred or kept for production of food or fiber, for use as draft animals, or for riding belonging to the bovine, caprine, equine, ovine, or porcine species and/or poultry.

SECTION 2. AMENDMENT.

168.01 ID ZONE – INTERIM DEVELOPMENT DISTRICT.

The Interim Development District is intended to preserve existing agriculture and other non-intensive uses to prevent premature development and non-orderly encroachment of higher intensity urban uses, and to help guide urban growth into suitable areas.

1. Use Regulations. Principal, accessory, and conditional uses permitted in the ID Zone – Interim Development District are as prescribed in Table 168.01-A.

TABLE 168.01-A – ID ZONE USES

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

Land Use		Notes
<u>Agriculture</u>	<u>P</u>	<u>Minimum lot size is three (3) acres.</u>
<u>Agricultural Experience</u>	<u>C</u>	<u>See Section 170.07 of this code.</u>
Animal Feeding Operations, Non-confinement	P	See definition of “Animal Feeding Operations, Confinement”
Animal Feeding Operations, Confinement	EN/A	Confined animal feeding operation is a lot or facility, together with any associated treatment works, where animals are raised within buildings, corrals, or pens during all stages of production, and without significant time grazing on natural vegetation.
Communications Towers	A	45 feet maximum height
Community Buildings	P	
Country Clubs	P	Except miniature golf courses and commercial driving ranges
Keeping of Small Animals Directly Related to Agricultural Operations	P	Maximum four animals
Emergency Shelters	A	
Family Homes	P	
Farming	P	The business of cultivating soil, producing crops, and raising animals.
Farm Buildings on Lots Over 3 Acres Only	P	Outbuildings, including barns, sheds, and other structures directly related to the residential or agricultural use of the property. No such buildings may be used for commercial or warehouse operations. Wind turbines or other wind-powered generators are not included in this classification. Confinement buildings are considered under “Animal Feeding Operations, Confinement”
Food Pantry	C	Only if accessory to places of worship. See Section 169.06 of this code.
Golf Courses	P	Except miniature golf courses and commercial driving ranges
Home Occupations	A	

Kennels	C	-
Nurseries / Daycare	P	
Parks	P	
Parochial or Private Schools	P	Curricula similar to public schools; no boarding
Places of Worship	P	
Playgrounds	P	
Private Garages, Detached	A	See Section <u>169.06</u>
Private Swimming Pools	A	
Public Schools	P	
Single Dwelling Unit Buildings	P	Owner occupied
Single Rental Dwelling Unit Buildings	P	See Chapter 169.15 for restrictions
Temporary Construction Buildings	A	
Tennis Courts	A	
Utility and Service Uses	P	

2. Bulk Regulations. The minimum area, setbacks, density, and maximum height are as prescribed in Table 168.01-B.

TABLE 168.01-B – ID ZONE BULK REGULATIONS

Principal Permitted Uses	Minimum Lot Size Requirement			Minimum Yard Requirement			
	Frontage	Width	Area	Front Yard Depth	Each Side Yard Width	Rear Yard Depth	Maximum Height
Single-Family Dwellings, Family Homes, <u>Parks, Playgrounds, Utility and Service Uses</u>	150 feet	150 feet	1 acre	50 feet	10 feet	50 feet	35 feet or 2½ stories
Public Building; Place of Worship; School, Community Buildings, <u>Country Clubs</u>	150 feet	150 feet	3 acres	75 feet	20 feet	50 feet	70 feet

<u>Agricultural Experience¹</u>	<u>400 feet</u>	<u>400 feet</u>	<u>10 acres</u>	<u>100 feet</u>	<u>50 feet</u>	<u>100 feet</u>	<u>35 feet or 2½ stories</u>
All other <u>agricultural</u> uses with buildings and/or livestock ²	200 feet	200 feet	5 acres	100 feet	50 feet	100 feet	35 feet or 2½ stories

^{1.} Only buildings and structures that are part of an agricultural experience are subject to minimum yard requirement.

^{2.} Only buildings and structures that are part of an agricultural use are subject to minimum yard requirement.

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

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

5. Conditional Uses. Conditional uses are permitted subject to the provisions of Section 171.02.

6. Off-Street Parking. Off-street parking shall be provided according to the provisions of Section 169.01. For an agricultural experience use, see Section 170.07.

~~7. Stockyard Operation; License Required. It is unlawful for any person to locate, build, construct, use, operate, or maintain a stockyard, animal enclosure, animal feeding operation, open feed lot, or confinement feeding operation as a principal, accessory, or conditional use in any ID District within the corporate limits of the City without having obtained a license therefor as provided in this zoning ordinance.~~

~~8. Kennels; License Required. It is unlawful for any person to locate, build, construct, use, operate, or maintain a kennel in any ID District within the corporate limits of the City without having obtained a license therefor as provided in this zoning ordinance.~~

~~9-7.~~ Signs. Signs shall be permitted according to the provisions of Chapter 173. For an agricultural experience use, see Section 170.07.

SECTION 3. AMENDMENT.

Section 169.06(6)

6. Food Pantry. ~~One accessory building to provide services as a~~ A food pantry is allowed as an accessory use only under the following conditions:
 - A. Permitted only as an accessory use for non-profit organizations.
 - B. A maximum of one accessory use building is allowed on the lot with the principal use structure in addition to one storage building or garage associated with the principal use structure.
 - C. Commercial for-profit uses are expressly disallowed.
 - D. Any type of housing, including transient housing, is expressly disallowed.
 - E. The accessory use building and underlying land shall remain at all times in the same ownership as the principal use on the lot.
 - F. Parking shall be provided in accordance with code requirements.
 - G. Maximum accessory use signage: 1 sign, ground or wall, not larger than 8 square feet.
 - H. Maximum accessory building height: 1 floor.
 - I. Principal structure setback requirements are to be observed for the accessory building described herein.

- J. Maximum size of the accessory building is to be 2,500 square feet, but in no case larger than the square foot total of the principal structure. Additionally, the use may occupy up to 50% of the one allowable storage building or garage.
- K. Design standards apply to the accessory building as well as the principal building.
- L. A conditional use approval is required.

SECTION 4. AMENDMENT.

Section 170.07 – AGRICULTURAL EXPERIENCE.

A conditional use permit shall be obtained for any agricultural experience, subject to the following conditions.

1. Uses Permitted in Conjunction with an Agricultural Experience.
 - A. Agriculturally related seasonal festivals including crop mazes or hayrides.
 - B. You-pick operations, including, but not limited to vegetable and berry picking, pumpkin patches and similar uses.
 - C. Direct sale of agricultural products grown and/or produced on or off-site. Examples of agricultural products grown and/or produced off-site include, but are not limited to, fruits and vegetables and seasonal flowers and trees.
 - D. Value-added (other than alcohol products) processing of produce and fruit grown on the farm.
 - E. Agricultural clinics and tours, seminars or classes and organized agricultural related group activities with no overnight accommodations.
 - F. On-the-farm weddings and wedding receptions.
 - G. On-the-farm events sponsored by the City of North Liberty.
 - H. Up to twelve non-agricultural related events may occur within a calendar year. The event shall be described in a permit issued by the Code Official prior to the commencement of the event. The Zoning Code Official may impose such conditions on the event as are necessary to protect the public health, safety and welfare, and adjacent uses. No fee is required for this permit.
2. Design Standards.
 - A. The area devoted to the agricultural experience shall only have direct access to roadway classified as a collector or arterial roadway.
 - B. In order to maintain the rural theme, agricultural experience uses shall not be subject to any of the provisions of Sections 169.12, 169.13 or 169.14. Rather, building style and design standards shall be subject to the following:
 1. Buildings and structures shall have color schemes primarily based on earth tones. Earth tone colors include colors from the palette of browns, tans, greys, greens, and red. White or off-white is also acceptable. Earth tone and white colors shall be flat or muted. Building trim and accent areas may feature non-earth tone and brighter colors.
 2. Buildings and structures shall have the eaves of roof extend a minimum of one foot past the outside walls.
 3. Buildings and structures shall have a minimum 5/12 roof pitch.
 4. Exterior wall coverings shall be wood vertical or horizontal grooved or lapped siding. Substitute materials achieving a similar appearance may be utilized.
 5. No building shall exceed 5,000 square feet in area.
 6. Design standards do not apply to buildings or structures under 200 square feet in area, playground equipment or other similar structures. Existing buildings or

structures 200 square feet in area or greater not meeting design standards may be permitted if identified in the Conditional Use.

- C. Off-street parking. In order to maintain a rural theme, an agricultural use shall not be subject to the provisions of Section 169.01. Rather, safe vehicular access and customer parking shall be provided on site, such that vehicles are not required to back onto public streets or cause congestion on public streets. The use of gravel is limited to primary and secondary driveway isles. Off-street parking areas shall be located outside of public rights-of-way and shall be maintained in such a manner to allow access to the site by emergency vehicles
- D. Lighting. In order to maintain a rural theme, an agricultural use shall not be subject to the provisions of Section 169.12(I). Rather, any exterior lighting shall be appropriately shielded and/or directed away from adjacent properties and public rights-of-way.
- E. Sign Regulations. Signs shall be subject the provisions of Chapter 173, except where it conflicts with the exception of the following:
 - i. One non-internally illuminated sign is permitted per public street access. The surface area for each sign shall not exceed 32 square feet and the height shall not exceed 12 feet. Sign shall be designed with one or more wooden posts that are part of the overall sign structure and sign design. Signs may be externally illuminated.
 - ii. Electronic message signs are prohibited.
Mobile signs are prohibited, but a message board sign may be incorporated in the permanent sign.
 - iii. Two seasonal event temporary signs are permitted per calendar year. Such signs shall be the only sail-shaped vertical flag signs and shall be removed immediately upon termination of the special event or at the end of 60 days, whichever comes first.
 - iv. There are no restrictions for signs not visible from the boundary of the property.
- F. Landscaping Requirements. Landscaping shall be subject the provisions of Chapter 169.02, with the exception of where it conflicts with the following:
 - i. Along a street frontage. 10 foot wide landscape area.
 - ii. Adjacent to a residential zone. 25 foot wide landscape area.
 - iii. Tree planting is encouraged within landscape areas.
- G. Temporary Restroom Facilities. Temporary restroom facilities may be provided, but shall not supplant permanent restroom facilities, when required.
- H. Maximum Capacity. The Fire Marshall and Building Official shall establish the maximum occupant capacity for meetings, training, educational or similar events which shall be appropriate to the site and facilities in terms of capacity in buildings, parking areas and sanitation limitations of the site.

ORDINANCE NO. 2021-

An Ordinance amending Section 167.01 Code of Ordinances of North Liberty, Iowa, entitled "Definitions" by amending definitions "Agriculture", "Food Pantry" and "Livestock", by adding the definitions "Agricultural Experience" and "Animal Confinement Operations" and by deleting the definitions "Farm", "Farm Animals" and "Farming"; amending Section 168.01 Code of Ordinances of North Liberty, Iowa, entitled "ID Zone – Interim Development District" by adding, amending and/or deleting certain uses in Table 168.01-A, entitled "ID Zone Uses", by adding, amending and/or deleting certain uses in Table 168.01B, entitled "ID Zone Bulk Regulations" and by amending "Off-Street Parking" regulations, by deleting "Stockyard Operation, License Required" and "Kennel, License Required" and by amending "Signs" regulations, amending Section 169.06, entitled "Location of Accessory Buildings and Uses" by amending "Food Pantry" regulations, and amending Chapter 170, entitled "Special Use Regulations" by creating Section 170.07 entitled "Agricultural Experience" and associated use regulations.

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

SECTION 1. AMENDMENT. That Section 167.01 of the Code of Ordinances of North Liberty, Iowa, entitled "Definitions" is hereby amended by modifying the definitions for "agriculture" and "livestock", by creating the terms and associated definitions for "agricultural experience" and "animal feeding operations", and by deleting the terms and associated definitions for "farm", "farming" and "farm animals". All other definitions in Section 167.01 remain unchanged.

Section 167.01 DEFINITIONS

"Agriculture" means the use of land and associated structures dedicated to the art or science of cultivating the ground, including harvesting of crops and rearing and management of livestock and bee keeping.

"Agriculture Experience" means any agriculture-related activity, as a secondary use in conjunction with a permitted agricultural use, which activity is open to the public with the intended purpose of promoting or educating the public about agriculture, agricultural practices, agricultural activities, or agricultural products. An activity is an agriculture experience activity whether or not the participant paid to participate in the activity. The sale of merchandise and service and/or sale of food and drinks, including alcoholic beverages, is permitted as an accessory use to activities sponsored by the organization.

"Animal Feeding Operations" means an agricultural enterprises where animals are kept and raised in confined situations where feed is brought to the animals rather than the animals grazing or otherwise seeking feed in pastures, fields, or on rangeland.

"Livestock" means one or more animals belonging to the bovine, caprine, equine, ovine, or porcine species and/or poultry.

SECTION 2. AMENDMENT. That Section 168.01 of the Code of Ordinances of North Liberty, Iowa, entitled "ID Zone – Interim Development District" is hereby amended by amending table 168.01-A, entitled "ID Zone Uses", by adding the uses "agriculture" and "agricultural experience", by deleting the uses "animal feeding operations, non confinement", "country clubs", "keeping of small animals directly related to agricultural operations", "farming", "farm buildings on lots over 3 acres", "golf courses" and "kennels" and by modifying the term "animal feeding operations, confinement" to "animal feeding operations" and changing the use from permitted to not allowed, by amending table 168.01-B, entitled "ID Bulk Regulations" by adding, deleting and modifying certain uses, by deleting the use and standards for "Stockyard Operation; License Required" and "Kennels; License Required" and by modifying off-street parking and sign standards for an agricultural use.

168.01 ID ZONE – INTERIM DEVELOPMENT DISTRICT.

The Interim Development District is intended to preserve existing agriculture and other non-intensive uses to prevent premature development and non-orderly encroachment of higher intensity urban uses, and to help guide urban growth into suitable areas.

1. Use Regulations. Principal, accessory, and conditional uses permitted in the ID Zone – Interim Development District are as prescribed in Table 168.01-A.

TABLE 168.01-A – ID ZONE USES

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

Land Use		Notes
Agriculture	P	Minimum lot size is three (3) acres.
Agricultural Experience	C	See Section 170.07 of this code.
Animal Feeding Operations	N/A	
Communications Towers	A	45 feet maximum height
Community Buildings	P	
Emergency Shelters	A	
Family Homes	P	
Food Pantry	C	See Section <u>169.06</u> of this code.
Home Occupations	A	
Nurseries / Daycare	P	
Parks	P	
Parochial or Private Schools	P	Curricula similar to public schools; no boarding
Places of Worship	P	
Playgrounds	P	

Private Garages, Detached	A	See Section <u>169.06</u>
Private Swimming Pools	A	
Public Schools	P	
Single Dwelling Unit Buildings	P	Owner occupied
Single Rental Dwelling Unit Buildings	P	See Chapter 169.15 for restrictions
Temporary Construction Buildings	A	
Tennis Courts	A	
Utility and Service Uses	P	

2. Bulk Regulations. The minimum area, setbacks, density, and maximum height are as prescribed in Table 168.01-B.

TABLE 168.01-B – ID ZONE BULK REGULATIONS

Principal Permitted Uses	Minimum Lot Size Requirement			Minimum Yard Requirement			
	Frontage	Width	Area	Front Yard Depth	Each Side Yard Width	Rear Yard Depth	Maximum Height
Single-Family Dwellings, Family Homes, Parks, Playgrounds, Utility and Service Uses	150 feet	150 feet	1 acre	50 feet	10 feet	50 feet	35 feet or 2½ stories
Public Building; Place of Worship; School, Community Buildings	150 feet	150 feet	3 acres	75 feet	20 feet	50 feet	70 feet
Agricultural Experience ¹	400 feet	400 feet	10 acres	100 feet	50 feet	100 feet	35 feet or 2½ stories
All other agricultural uses with buildings and/or livestock ²	200 feet	200 feet	5 acres	100 feet	50 feet	100 feet	35 feet or 2½ stories

¹. Only buildings and structures that are part of an agricultural experience are subject to minimum yard requirement.

². Only buildings and structures that are part of an agricultural use are subject to minimum yard requirement.

3. Accessory Uses. Accessory uses are permitted subject to the provisions of Section 169.06.
4. Home Occupations. Home occupations are permitted subject to the provisions of Section 170.01.
5. Conditional Uses. Conditional uses are permitted subject to the provisions of Section 171.02.
6. Off-Street Parking. Off-street parking shall be provided according to the provisions of Section 169.01. For an agricultural experience use, see Section 170.07.
7. Signs. Signs shall be permitted according to the provisions of Chapter 173. For an agricultural experience use, see Section 170.07.

SECTION 3. AMENDMENT. That Section 169.06 of the Code of Ordinances of North Liberty, Iowa, entitled "Location of Accessory Buildings and Uses" is hereby amended by modifying certain standards for the accessory use "food pantry" enumerated in Section 169.06.

Section 169.06(6)

6. Food Pantry. A food pantry is allowed as an accessory use only under the following conditions:
 - A. Permitted only as an accessory use for non-profit organizations.
 - B. A maximum of one accessory use building is allowed on the lot with the principal use structure in addition to one storage building or garage associated with the principal use structure.
 - C. Commercial for-profit uses are expressly disallowed.
 - D. Any type of housing, including transient housing, is expressly disallowed.
 - E. The accessory use building and underlying land shall remain at all times in the same ownership as the principal use on the lot.
 - F. Parking shall be provided in accordance with code requirements.
 - G. Maximum accessory use signage: 1 sign, ground or wall, not larger than 8 square feet.
 - H. Maximum accessory building height: 1 floor.
 - I. Principal structure setback requirements are to be observed for the accessory building described herein.
 - J. Maximum size of the accessory building is to be 2,500 square feet, but in no case larger than the square foot total of the principal structure. Additionally, the use may occupy up to 50% of the one allowable storage building or garage.
 - K. Design standards apply to the accessory building as well as the principal building.
 - L. A conditional use approval is required.

SECTION 4. AMENDMENT. That Section 170.07 of the Code of Ordinances of North Liberty, Iowa, entitled "agricultural experience" is hereby created, which sets forth use and design standards.

Section 170.07 – AGRICULTURAL EXPERIENCE.

A conditional use permit shall be obtained for any agricultural experience, subject to the following conditions.

1. Uses Permitted in Conjunction with an Agricultural Experience.
 - A. Agriculturally related seasonal festivals including crop mazes or hayrides.
 - B. You-pick operations, including, but not limited to vegetable and berry picking, pumpkin patches and similar uses.
 - C. Direct sale of agricultural products grown and/or produced on or off-site. Examples of agricultural products grown and/or produced off-site include, but are not limited to, fruits and vegetables and seasonal flowers and trees.
 - D. Value-added (other than alcohol products) processing of produce and fruit grown on the farm.
 - E. Agricultural clinics and tours, seminars or classes and organized agricultural related group activities with no overnight accommodations.
 - F. On-the-farm weddings and wedding receptions.
 - G. On-the-farm events sponsored by the City of North Liberty.
 - H. Up to twelve non-agricultural related events may occur within a calendar year. The event shall be described in a permit issued by the Code Official prior to the commencement of the event. The Zoning Code Official may impose such conditions on the event as are necessary to protect the public health, safety and welfare, and adjacent uses. No fee is required for this permit.
2. Design Standards.
 - A. The area devoted to the agricultural experience shall only have direct access to roadway classified as a collector or arterial roadway.
 - B. In order to maintain the rural theme, agricultural experience uses shall not be subject to any of the provisions of Sections 169.12, 169.13 or 169.14. Rather, building style and design standards shall be subject to the following:
 1. Buildings and structures shall have color schemes primarily based on earth tones. Earth tone colors include colors from the palette of browns, tans, greys, greens, and red. White or off-white is also acceptable. Earth tone and white colors shall be flat or muted. Building trim and accent areas may feature non-earth tone and brighter colors.
 2. Buildings and structures shall have the eaves of roof extend a minimum of one foot past the outside walls.
 3. Buildings and structures shall have a minimum 5/12 roof pitch.
 4. Exterior wall coverings shall be wood vertical or horizontal grooved or lapped siding. Substitute materials achieving a similar appearance may be utilized.
 5. No building shall exceed 5,000 square feet in area.
 6. Design standards do not apply to buildings or structures under 200 square feet in area, playground equipment or other similar structures. Existing buildings or structures 200 square feet in area or greater not meeting design standards may be permitted if identified in the Conditional Use.

- C. Off-street parking. In order to maintain a rural theme, an agricultural use shall not be subject to the provisions of Section 169.01. Rather, safe vehicular access and customer parking shall be provided on site, such that vehicles are not required to back onto public streets or cause congestion on public streets. The use of gravel is limited to primary and secondary driveway isles. Off-street parking areas shall be located outside of public rights-of-way and shall be maintained in such a manner to allow access to the site by emergency vehicles
- D. Lighting. In order to maintain a rural theme, an agricultural use shall not be subject to the provisions of Section 169.12(I). Rather, any exterior lighting shall be appropriately shielded and/or directed away from adjacent properties and public rights-of-way.
- E. Sign Regulations. Signs shall be subject the provisions of Chapter 173, except where it conflicts with the exception of the following:
 - i. One non-internally illuminated sign is permitted per public street access. The surface area for each sign shall not exceed 32 square feet and the height shall not exceed 12 feet. Sign shall be designed with one or more wooden posts that are part of the overall sign structure and sign design. Signs may be externally illuminated.
 - ii. Electronic message signs are prohibited. Mobile signs are prohibited, but a message board sign may be incorporated in the permanent sign.
 - iii. Two seasonal event temporary signs are permitted per calendar year. Such signs shall be the only sail-shaped vertical flag signs and shall be removed immediately upon termination of the special event or at the end of 60 days, whichever comes first.
 - iv. There are no restrictions for signs not visible from the boundary of the property.
- F. Landscaping Requirements. Landscaping shall be subject the provisions of Chapter 169.02, with the exception of where it conflicts with the following:
 - i. Along a street frontage. 10 foot wide landscape area.
 - ii. Adjacent to a residential zone. 25 foot wide landscape area.
 - iii. Tree planting is encouraged within landscape areas.
- G. Temporary Restroom Facilities. Temporary restroom facilities may be provided, but shall not supplant permanent restroom facilities, when required.
- H. Maximum Capacity. The Fire Marshall and Building Official shall establish the maximum occupant capacity for meetings, training, educational or similar events which shall be appropriate to the site and facilities in terms of capacity in buildings, parking areas and sanitation limitations of the site.

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

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

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

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

First reading on _____.

Second reading on _____.

Third reading _____.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ORDINANCE NO. 2021-12

AN ORDINANCE AMENDING PORTIONS OF CHAPTERS 167, 168, AND 170 OF THE CITY OF NORTH LIBERTY CODE OF ORDINANCES, DEFINING PERMITTED AGRICULTURAL AND LIVESTOCK USES, REMOVING CONFINED ANIMAL FEEDING OPERATIONS AS A PERMITTED USE, CREATING REGULATIONS FOR AN AGRICULTURAL EXPERIENCE USE, MODIFYING SIGNAGE AND OFF-STREET PARKING REQUIREMENTS IN GENERAL, AND MODIFYING ACCESSORY USES FOR COMMUNITY FOOD PANTRIES

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

SECTION 1. AMENDMENT. That Section 167.01 of the Code of Ordinances of North Liberty, Iowa, entitled "Definitions" is hereby amended by modifying the definitions for "agriculture" and "livestock", by creating the terms and associated definitions for "agricultural experience" and "animal feeding operations", and by deleting the terms and associated definitions for "farm", "farming" and "farm animals". All other definitions in Section 167.01 remain unchanged.

Section 167.01 DEFINITIONS

"Agriculture" means the use of land and associated structures dedicated to the art or science of cultivating the ground, including harvesting of crops and rearing and management of livestock and bee keeping.

"Agriculture Experience" means any agriculture-related activity, as a secondary use in conjunction with a permitted agricultural use, which activity is open to the public with the intended purpose of promoting or educating the public about agriculture, agricultural practices, agricultural activities, or agricultural products. An activity is an agriculture experience activity whether or not the participant paid to participate in the activity. The sale of merchandise and service and/or sale of food and drinks, including alcoholic beverages, is permitted as an accessory use to activities sponsored by the organization.

"Animal Feeding Operations" means an agricultural enterprises where animals are kept and raised in confined situations where feed is brought to the animals rather than the animals grazing or otherwise seeking feed in pastures, fields, or on rangeland.

"Livestock" means one or more animals belonging to the bovine, caprine, equine, ovine, or porcine species and/or poultry.

SECTION 2. AMENDMENT. That Section 168.01 of the Code of Ordinances of North Liberty, Iowa, entitled "ID Zone – Interim Development District" is hereby amended by amending table

168.01-A, entitled "ID Zone Uses", by adding the uses "agriculture" and "agricultural experience", by deleting the uses "animal feeding operations, non confinement", "country clubs", "keeping of small animals directly related to agricultural operations", "farming", "farm buildings on lots over 3 acres", "golf courses" and "kennels" and by modifying the term "animal feeding operations, confinement" to "animal feeding operations" and changing the use from permitted to not allowed, by amending table 168.01-B, entitled "ID Bulk Regulations" by adding, deleting and modifying certain uses, by deleting the use and standards for "Stockyard Operation; License Required" and "Kennels; License Required" and by modifying off-street parking and sign standards for an agricultural use.

168.01 ID ZONE – INTERIM DEVELOPMENT DISTRICT.

The Interim Development District is intended to preserve existing agriculture and other non-intensive uses to prevent premature development and non-orderly encroachment of higher intensity urban uses, and to help guide urban growth into suitable areas.

1. Use Regulations. Principal, accessory, and conditional uses permitted in the ID Zone – Interim Development District are as prescribed in Table 168.01-A.

TABLE 168.01-A – ID ZONE USES

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

Land Use		Notes
Agriculture	P	Minimum lot size is three (3) acres.
Agricultural Experience	C	See Section 170.07 of this code.
Animal Feeding Operations	N/A	
Communications Towers	A	45 feet maximum height
Community Buildings	P	
Emergency Shelters	A	
Family Homes	P	
Food Pantry	C	See Section <u>169.06</u> of this code.
Home Occupations	A	
Nurseries / Daycare	P	
Parks	P	
Parochial or Private Schools	P	Curricula similar to public schools; no boarding
Places of Worship	P	
Playgrounds	P	

Private Garages, Detached	A	See Section <u>169.06</u>
Private Swimming Pools	A	
Public Schools	P	
Single Dwelling Unit Buildings	P	Owner occupied
Single Rental Dwelling Unit Buildings	P	See Chapter 169.15 for restrictions
Temporary Construction Buildings	A	
Tennis Courts	A	
Utility and Service Uses	P	

2. Bulk Regulations. The minimum area, setbacks, density, and maximum height are as prescribed in Table 168.01-B.

TABLE 168.01-B – ID ZONE BULK REGULATIONS

Principal Permitted Uses	Minimum Lot Size Requirement			Minimum Yard Requirement			
	Frontage	Width	Area	Front Yard Depth	Each Side Yard Width	Rear Yard Depth	Maximum Height
Single-Family Dwellings, Family Homes, Parks, Playgrounds, Utility and Service Uses	150 feet	150 feet	1 acre	50 feet	10 feet	50 feet	35 feet or 2½ stories
Public Building; Place of Worship; School, Community Buildings	150 feet	150 feet	3 acres	75 feet	20 feet	50 feet	70 feet
Agricultural Experience ¹	400 feet	400 feet	10 acres	100 feet	50 feet	100 feet	35 feet or 2½ stories
All other agricultural uses with buildings and/or livestock ²	200 feet	200 feet	5 acres	100 feet	50 feet	100 feet	35 feet or 2½ stories

- ¹. Only buildings and structures that are part of an agricultural experience are subject to minimum yard requirement.

2. Only buildings and structures that are part of an agricultural use are subject to minimum yard requirement.
3. Accessory Uses. Accessory uses are permitted subject to the provisions of Section 169.06.
4. Home Occupations. Home occupations are permitted subject to the provisions of Section 170.01.
5. Conditional Uses. Conditional uses are permitted subject to the provisions of Section 171.02.
6. Off-Street Parking. Off-street parking shall be provided according to the provisions of Section 169.01. For an agricultural experience use, see Section 170.07.
7. Signs. Signs shall be permitted according to the provisions of Chapter 173. For an agricultural experience use, see Section 170.07.

SECTION 3. AMENDMENT. That Section 169.06 of the Code of Ordinances of North Liberty, Iowa, entitled "Location of Accessory Buildings and Uses" is hereby amended by modifying certain standards for the accessory use "food pantry" enumerated in Section 169.06.

Section 169.06(6)

6. Food Pantry. A food pantry is allowed as an accessory use only under the following conditions:
 - A. Permitted only as an accessory use for non-profit organizations.
 - B. A maximum of one accessory use building is allowed on the lot with the principal use structure in addition to one storage building or garage associated with the principal use structure.
 - C. Commercial for-profit uses are expressly disallowed.
 - D. Any type of housing, including transient housing, is expressly disallowed.
 - E. The accessory use building and underlying land shall remain at all times in the same ownership as the principal use on the lot.
 - F. Parking shall be provided in accordance with code requirements.
 - G. Maximum accessory use signage: 1 sign, ground or wall, not larger than 8 square feet.
 - H. Maximum accessory building height: 1 floor.
 - I. Principal structure setback requirements are to be observed for the accessory building described herein.
 - J. Maximum size of the accessory building is to be 2,500 square feet, but in no case larger than the square foot total of the principal structure. Additionally, the use may occupy up to 50% of the one allowable storage building or garage.
 - K. Design standards apply to the accessory building as well as the principal building.
 - L. A conditional use approval is required.

SECTION 4. AMENDMENT. That Section 170.07 of the Code of Ordinances of North Liberty, Iowa, entitled "agricultural experience" is hereby created, which sets forth use and design standards.

Section 170.07 – AGRICULTURAL EXPERIENCE.

A conditional use permit shall be obtained for any agricultural experience, subject to the following conditions.

1. Uses Permitted in Conjunction with an Agricultural Experience.
 - A. Agriculturally related seasonal festivals including crop mazes or hayrides.
 - B. You-pick operations, including, but not limited to vegetable and berry picking, pumpkin patches and similar uses.
 - C. Direct sale of agricultural products grown and/or produced on or off-site. Examples of agricultural products grown and/or produced off-site include, but are not limited to, fruits and vegetables and seasonal flowers and trees.
 - D. Value-added (other than alcohol products) processing of produce and fruit grown on the farm.
 - E. Agricultural clinics and tours, seminars or classes and organized agricultural related group activities with no overnight accommodations.
 - F. On-the-farm weddings and wedding receptions.
 - G. On-the-farm events sponsored by the City of North Liberty.
 - H. Up to twelve non-agricultural related events may occur within a calendar year. The event shall be described in a permit issued by the Code Official prior to the commencement of the event. The Zoning Code Official may impose such conditions on the event as are necessary to protect the public health, safety and welfare, and adjacent uses. No fee is required for this permit.
2. Design Standards.
 - A. The area devoted to the agricultural experience shall only have direct access to roadway classified as a collector or arterial roadway.
 - B. In order to maintain the rural theme, agricultural experience uses shall not be subject to any of the provisions of Sections 169.12, 169.13 or 169.14. Rather, building style and design standards shall be subject to the following:
 1. Buildings and structures shall have color schemes primarily based on earth tones. Earth tone colors include colors from the palette of browns, tans, greys, greens, and red. White or off-white is also acceptable. Earth tone and white colors shall be flat or muted. Building trim and accent areas may feature non-earth tone and brighter colors.
 2. Buildings and structures shall have the eaves of roof extend a minimum of one foot past the outside walls.
 3. Buildings and structures shall have a minimum 5/12 roof pitch.
 4. Exterior wall coverings shall be wood vertical or horizontal grooved or lapped siding. Substitute materials achieving a similar appearance may be utilized.
 5. No building shall exceed 5,000 square feet in area.
 6. Design standards do not apply to buildings or structures under 200 square feet in area, playground equipment or other similar structures. Existing buildings or structures 200 square feet in area or greater not meeting design standards may be permitted if identified in the Conditional Use.
 - C. Off-street parking. In order to maintain a rural theme, an agricultural use shall not be subject to the provisions of Section 169.01. Rather, safe vehicular access and customer parking shall be provided on site, such that vehicles are not required to back onto public streets or cause congestion on public streets. The use of gravel

is limited to primary and secondary driveway isles. Off-street parking areas shall be located outside of public rights-of-way and shall be maintained in such a manner to allow access to the site by emergency vehicles

- D. Lighting. In order to maintain a rural theme, an agricultural use shall not be subject to the provisions of Section 169.12(I). Rather, any exterior lighting shall be appropriately shielded and/or directed away from adjacent properties and public rights-of-way.
- E. Sign Regulations. Signs shall be subject the provisions of Chapter 173, except where it conflicts with the exception of the following:
 - i. One non-internally illuminated sign is permitted per public street access. The surface area for each sign shall not exceed 32 square feet and the height shall not exceed 12 feet. Sign shall be designed with one or more wooden posts that are part of the overall sign structure and sign design. Signs may be externally illuminated.
 - ii. Electronic message signs are prohibited. Mobile signs are prohibited, but a message board sign may be incorporated in the permanent sign.
 - iii. Two seasonal event temporary signs are permitted per calendar year. Such signs shall be the only sail-shaped vertical flag signs and shall be removed immediately upon termination of the special event or at the end of 60 days, whichever comes first.
 - iv. There are no restrictions for signs not visible from the boundary of the property.
- F. Landscaping Requirements. Landscaping shall be subject the provisions of Chapter 169.02, with the exception of where it conflicts with the following:
 - i. Along a street frontage. 10 foot wide landscape area.
 - ii. Adjacent to a residential zone. 25 foot wide landscape area.
 - iii. Tree planting is encouraged within landscape areas.
- G. Temporary Restroom Facilities. Temporary restroom facilities may be provided, but shall not supplant permanent restroom facilities, when required.
- H. Maximum Capacity. The Fire Marshall and Building Official shall establish the maximum occupant capacity for meetings, training, educational or similar events which shall be appropriate to the site and facilities in terms of capacity in buildings, parking areas and sanitation limitations of the site.

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

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

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

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

First reading on June 22, 2021.

Second reading on July 13, 2021.

Third reading _____.

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 foregoing was published as Ordinance No. 2021-12 in *The Leader* on the ____ day of ____, 2021.

TRACEY MULCAHEY, CITY CLERK



Hate Crime Ordinance



June 2, 2021

Mayor and City Council
North Liberty City Hall
3 Quail Creek Circle
North Liberty, IA

Re: Hate Crime Ordinances

Dear Mayor and City Council Members:

In June of 2020, the City was approached by members of the Johnson County Interfaith Coalition with the request that North Liberty enact a hate crime ordinance comparable to the hate crime ordinance passed in Iowa City in 2019. You may recall that this proposal was one of several put forth for consideration as part of our social justice and racial equity reform initiative.¹ This memorandum is intended to provide you with some background on the history and current status of hate crime laws.

Hate crime laws have existed at the federal level since 1968, and in Iowa state law since 1992. Generally speaking, they provide enhanced penalties for committing certain crimes when the motivation for the crime is rooted in a protected characteristic of the victim. The stated goal of Iowa's law, found at Chapter 729A of the Iowa Code, is for persons to be free from any violence or intimidation by threat of violence based on a person's race, color, religion, ancestry, national origin, political affiliation, sex, sexual orientation, age, or disability.

Penalty enhancements like the ones found in federal law and in Iowa's Chapter 729A serve to increase the "level" of punishment for the underlying offense. A simple misdemeanor would become a serious misdemeanor, a serious misdemeanor would become an aggravated misdemeanor, an aggravated misdemeanor would become a Class D felony, and so on. The only crimes included in and enhanced by that statute are assault, arson, criminal mischief (destruction of property), and trespass.

By way of example, a crime like assault (say, swinging a fist at another person) might ordinarily be a simple misdemeanor, punishable with fines ranging from \$105.00 to \$855.00 and imprisonment not to exceed 30 days. If that same assault caused bodily

¹ See attached "Equity Next Steps (V3).pdf" October 23, 2020

injury, then it could be charged as a serious misdemeanor, which includes fines ranging from \$430.00 to \$2,560.00 and imprisonment not to exceed one year. If the swinging fist occurred because of the victim's race, it could be charged as a serious misdemeanor, even without bodily injury.

Please note that in practice, the imposition of *any* amount of jail time is quite uncommon for first-time offenses, with the exception of certain crimes which carry mandatory minimum sentences. The imposition of maximum sentences for imprisonment is vanishingly rare, when not required by law.

Under Iowa Code §364.3(2), municipalities may not provide penalties for violations of city ordinances in excess of the maximum fine and term of imprisonment for a simple misdemeanor.² Because of that restriction, the traditional sentencing enhancement method which is used at the federal and state level is not available to cities. Iowa City's hate crime ordinance instead provides for a mandatory minimum jail sentence for cases of harassment or trespass which are motivated by the victim's protected characteristics. Both trespass and harassment are already illegal under state code, but harassment is not one of the specific crimes eligible for penalty enhancement under Chapter 729A. The Iowa City ordinance also expands the list of protected characteristics to include gender identity or marital status. It carries a minimum penalty of 3 to 7 days in jail for a first offense, and 30 days in jail for subsequent offenses.

Despite the obvious message it sends, ordinances like Iowa City's have not been widely adopted, primarily because of the costs associated with doing so. When an indigent³ defendant faces the possibility of a period of confinement, the court is required to appoint counsel for that person. The higher the projected cost of defense, the more likely it is that a given defendant would be unable to pay, and therefore the more likely it is that counsel would be appointed. Charges which carry a mandatory term of imprisonment necessarily qualify.

Ordinarily, the state pays for the compensation of public defenders or court-appointed attorneys, including transcripts, witness fees, expenses, and any other goods or services which may be required by law to be provided to an indigent defendant. If, however, an attorney is appointed to represent an indigent person for an alleged

² A city may also not provide that a violation of an ordinance is punishable by municipal infraction (which carries higher monetary penalties, but does not include the possibility of incarceration) if the violation is also one which is contained within the State crime control code.

³ Whether a defendant qualifies as indigent depends on their ability to pay, which is influenced by not only their income, but by their family size, their available assets, and whether paying for a legal defense would cause the defendant substantial hardship.

violation of a city ordinance, the city is required to reimburse the state for all of those expenses. I have consulted with the State Public Defender's office, and they informed me that while the average cost of defense for an ordinary simple misdemeanor case is less than five hundred dollars, the costs of defending a hate crime charge would almost certainly run to many thousands of dollars.⁴

Because of the higher stakes (including mandatory incarceration, possible civil liability, and the associated stigma) an attorney defending a person charged with a hate crime would "pull out all the stops" to avoid a conviction, and would almost certainly appeal the matter on constitutional grounds. All of those costs would need to be paid by the City regardless of whether the defendant is convicted or not.

In addition to the cost of defense, if the prosecution is successful and the defendant is sentenced to a term of imprisonment under a city ordinance, the city is also responsible for paying the costs of confinement. The Johnson County Jail currently charges \$60 per night.

Another potential consideration is the cost of prosecution. Iowa City currently employs five attorneys and two full-time support staff. North Liberty's legal department is perfectly capable of handling the day-to-day needs of the City, but a well-defended, high-profile case could easily stretch those resources thin, and justify hiring special counsel to prosecute the matter.

I hope that this memorandum is useful. Please don't hesitate to contact me directly with any additional questions you may have.

Sincerely,



Grant D. Lientz
City Attorney

⁴ The costs for defending a hate crime would be "exponentially higher" than an average case, according to the State Public Defender's office.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 40.03 OF THE
NORTH LIBERTY CODE OF ORDINANCES**

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

SECTION 1. NEW SECTION. Chapter 42 of the North Liberty Code of Ordinances (2021) is amended to include the new subsection:

42.08: VIOLATION OF INDIVIDUAL RIGHTS - HATE CRIME:

1. It shall be unlawful for a person to commit a hate crime. "Hate crime" means one of the following public offenses when committed against a person or a person's property because of the victim's actual or perceived race, color, creed, religion, national origin, sex, gender identity, sexual orientation, age, disability, or marital status or the person's association with a person or group with one or more of these actual or perceived characteristics:
 - A. Harassment under Iowa Code section 708.7.
 - B. Trespass, as defined in Iowa Code section 716.7(2)(a).
2. A violation of this section is punishable as follows:
 - A. First offense: A fine of at least three hundred dollars (\$300.00) and not to exceed eight hundred fifty-five dollars (\$855.00), and imprisonment of at least three (3) days and not to exceed seven (7) days.
 - B. Subsequent offenses: A fine of eight hundred fifty-five dollars (\$855.00) and thirty (30) days imprisonment.
3. Nothing herein shall be construed to allow a court, in the absence of a stipulation by the parties, to admit evidence of speech, beliefs, association, group membership, or expressive conduct unless that evidence is relevant and admissible under the Iowa Rules of Evidence. Nothing herein is intended to affect the existing rules of evidence.

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

SECTION 3. 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 4. 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 5. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on _____, 2021.

Second reading on _____, 2021.

Third and final reading on _____, 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

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

TRACEY MULCAHEY, CITY CLERK

Ryan Heiar

From: Mayor
Sent: Friday, June 25, 2021 11:23 AM
To: Ryan Heiar; Grant Lientz; Diane Venenga
Subject: Fwd: [EXTERNAL] June 22 2021 City Council Meeting

FYI.....TLD

Sent from my iPad

Begin forwarded message:

From: Angelique Rivera <angelique.rivera@outlook.com>
Date: June 25, 2021 at 10:48:50 AM CDT
To: Chris Hoffman <chris.hoffman@northlibertyiowa.org>, Brent Smith <brent.smith@northlibertyiowa.org>, RaQuishia Harrington <Raquishia.harrington@northlibertyiowa.org>, Annie Pollock <annie.pollock@northlibertyiowa.org>, Mayor <mayor@northlibertyiowa.org>, Brian Wayson <brian.wayson@northlibertyiowa.org>
Subject: [EXTERNAL] June 22 2021 City Council Meeting

WARNING: This email originated from outside of this organization. Do not click links or open attachments unless you know the contents are safe. Never provide your user ID or password to anyone.

Good Morning

I don't regularly catch all the city council meetings I have seen a number of them over the years but I did watch the one on June 22 and saw that input was being asked from the community on a topic I am unfortunately very familiar with living in Iowa for 30 years. I have experienced a number of racially motivated hate toward my family, have been call every racial slur you can think of because of the racial ambiguity of my family. We are Puerto Rican decent as a child my mom's car was dosed with beans, heard the go back to your country, had physical injuries in grade school from another student and so on those experiences were when I lived In Muscatine. We moved to Iowa City so I could attend the university and then once graduated We moved to North Liberty originally in 2006 left for about 5 years and came back in 2013. Each time I have lived in North Liberty I was a property owner. I currently live at [REDACTED] and I bought this house based on the experience I had at my former house on N Mckenzie. In 2018 I found a noose on my property in front of my house. On that street we were the only people of color. At the insistence of my white neighbor I called the police and the officer asked if I had enemies I do not. The officer took it and told me that because it wasn't tied in a certain way he wouldn't think anything of it. My neighbor and I didn't understand. But I was not going to disagree with the officer, don't want any problems. I had sent a picture to my husband and he agreed it was time to move. So we sold that house and moved to our current residence. I specifically chose this house because of the diversity on my cul de sac and at that time the neighbors in the back. Very diverse. I felt safe. One of my Asian neighbors who lived toward the back of my house moved to Florida in 2020 and my new neighbors who had a party the other day in which one of their guest was peeing on the side of their house in eye shot of my dining table. I opened my balcony door to say something to remind them people were here. Not wanting to cause issues I waited till the next day to talk to my neighbor his response was doesn't surprise him his guest did that and then he said This is Iowa, you don't like it

....and then said nothing else. I didn't reply, I already know what he was gonna say his assumption was I wasn't from Iowa based solely on my skin color. I have to wait to install a privacy fence even though my neighbor has chain link. Will be unsightly for him but I am not leaving! I tell you both stories so show the levels of hostility one goes thru being a person of color. One is more severe then the other but both create the same feeling of never belonging to an area.

I support an ordinance but if there aren't the votes for it then a resolution would be better then nothing. You need to understand the trauma a person goes thru that just because of the color of their skin You can be targeted and you have no idea who is going to do it or what they are going to do. Bigots don't usually wear signs. And I don't mean to sound like I am excluding the LGBTIA community. Not my intention.

I also want to say that the council member using the FBI hate crime incidents as a barometer isn't accurate because most go under reported. The passion at which was debated on the HOAs(not a fan of HOAs) and chicken coup versus the wishy washy of Hate crime discussion gave the impression that unless you experience something first hand it's not as important. May not have been your intention but that is what I perceived.

Thank you for your time

Mrs. Angelique Rivera

[REDACTED]

North Liberty, IA

52317

Sent from [Mail](#) for Windows 10

Ryan Heiar

From: Brent Smith
Sent: Tuesday, July 13, 2021 10:10 AM
To: Ryan Heiar
Subject: Fwd: [EXTERNAL] Re: Hate Crime Ordinance

Get [Outlook for Android](#)

From: Ere Sittig <ereksittig@gmail.com>
Sent: Tuesday, July 13, 2021 10:04:35 AM
To: mayor@northlibertyiowa.org <mayor@northlibertyiowa.org>; annie.pollock@northlibertyiowa.org <annie.pollock@northlibertyiowa.org>; brian.wayson@northlibertyiowa.org <brian.wayson@northlibertyiowa.org>; raquishia.harrington@northlibertyiowa.org <raquishia.harrington@northlibertyiowa.org>; chris.hoffman@northlibertyiowa.org <chris.hoffman@northlibertyiowa.org>; brent.smith@northlibertyiowa.org <brent.smith@northlibertyiowa.org>; Tracey Mulcahey <tmulcahey@northlibertyiowa.org>
Subject: [EXTERNAL] Re: Hate Crime Ordinance

WARNING: This email originated from outside of this organization. Do not click links or open attachments unless you know the contents are safe. Never provide your user ID or password to anyone.

I wanted to follow up on my previous email. I misremembered some of the hate crime ordinance conversation, mainly the concern about the cost being primarily the cost of prosecution, not of defense. I apologize for that, but I don't think it really makes all that much difference.

These are simple misdemeanors heard in lower level courts with compressed timelines, smaller juries, less formal rules, and limited rights to appeal. A crafty defense attorney could cause some headaches for a prosecutor, as they could in any other traffic or code enforcement matter, and I think a bill from an outside prosecutor would be in the thousands of dollars. Having spent plenty of time prosecuting and defending crimes at all levels, ten thousand dollars seems high to me, even when you take an appeal into account, and if you reach multiple tens of thousands I would seriously question your choice of outside prosecutor.

But what's the maximum cost we're willing to spend to try to stamp out hate? What is another person's dignity worth? You just spent \$6 million to house the police department and plan to spend \$7 million for a new city hall building. If the City prosecutes one of these crimes a year (I think it's unlikely to prosecute one in ten or even fifty years) that few thousand dollars is a drop in the City's \$50+ million dollar annual budget bucket.

How much does the City spend each year on code enforcement? How many people did City employees confront this year because they changed the color of their building to something the City doesn't consider "earth tones" or because they didn't get their lawn mowed or didn't plant the correct number of trees or their plans don't show enough masonry on their proposed home?

Our city government spends a lot of time and money glossing over the problems we have by making things look nice. It's time to pay more attention to making sure the pretty picture you're painting works for everyone, and this hate crime ordinance is an easy first step.

Erek Sittig

ereksittig@gmail.com

On Mon, Jul 5, 2021 at 8:55 PM Erek Sittig <ereksittig@gmail.com> wrote:

Dear Mayor and Council:

I've been watching with interest your discussions regarding a possible hate crime ordinance in North Liberty and am a little astounded that this was not an easy unanimous "yes" vote. After hearing last summer from your community that North Liberty is not seen as a welcoming place for people of color, you should be jumping at every chance you have to change that perception.

There have been concerns about the cost of defending someone accused under this ordinance. It's true the City would bear the cost for those defendants deemed indigent under Iowa law who are assigned an attorney from the public defender's office or a private attorney who has a contract to take indigent defense cases at drastically reduced rates. The attorneys doing this work are not charging \$400 per hour. Contract attorneys get paid \$60 per hour, and they have miniscule budgets, unless the Iowa State Public Defender's Office approves something beyond the norm. The cost argument is exaggerated and nothing more than a red herring.

The other arguments I recall hearing are that the ordinance is limited and these sorts of laws rarely get used. This ordinance is limited because the City's power in this area is limited. It might never be used because it's hard to prove and, hopefully, there aren't very many cases where it might apply. Neither of those is a good reason for taking a pass here.

When was the last time the City prosecuted a case regarding an unattended or abandoned refrigerator (Section 41.03)? Why enact a ban on fireworks, which appears to be unenforceable, when the City can't ban their sale (Section 41.10(2))? Under the logic I've heard, neither of those ordinances should be on the books, but they're important because of past experience. Children have gotten stuck in refrigerators and suffocated. Fireworks routinely cause horrible injury to users and onlookers. And because you have those ordinances, you at least have the option to prosecute someone when an issue comes up.

Racism, religious persecution, LGBTQ+ discrimination, and other forms of hate are alive and well in the United States, Iowa, Johnson County, and North Liberty. This hate crime ordinance may be small, but it gives the City the option to prosecute if the need arises.

I think I've heard you argue for about an hour over the last two meetings about chickens and how close their enclosures can be to a neighbor's property. Why not focus on something that can actually make a difference? Even a small step like this is a step toward a better North Liberty for everyone.

Erek Sittig

ereksittig@gmail.com



Additional Information

North Liberty Board of Trustees Meeting
Virtual Meeting

DATE: June 21, 2021 6:30 P.M.

PRESENT: Chris Mangrich, Heidi Wood, Jessica Beck, Mike Healy, Scott Clemons, Library Director Jennie Garner, Family Services Librarian Emily O'Sheridan-Tabor, and Social Work Intern Zoe Lynch

ABSENT: Laura Hefley

Call to Order

- 1) Additions/Changes to the Agenda
 - a) Introduction of Zoe Lynch
 - b) Discuss search for open trustee position
- 2) Public Comment
 - a) None
- 3) Approval of the Minutes
 - a) May meeting minutes motion to approve by M. Healy; second S. Clemons; approved by voice vote
- 4) Reports
 - a) Staff Introduction
 - i) Zoe Lynch, Social Work Intern observing policy making
 - b) Emily O'Sheridan-Tabor presented shifting in-person services to remote during recent pandemic closure
 - i) Zoom story time by registration and Facebook closed group
 - ii) Recently transitioned to in person outdoor story time
 - iii) Time to focus on local child care and early childhood development resources
 - (1) Became Johnson County Empowerment (the local Early Childhood Iowa area) Board member
 - (2) Working with Colorado Libraries for Early Literacy (CLEL)'s Project Ready
 - iv) Presented highlights from Boardroom Series 2021 | Inspire Your Community With Inspiring Stories
 - (1) Board members also can tell impact stories about how the library matters in their lives
 - v) M. Healy asks about additional programming for early readers who may have fallen behind during pandemic
 - (1) Working toward partnership with Neighborhood Centers of Johnson County and their prep program sessions to establish more local locations
 - (2) Continue our Playful Parenting group 5 week program this coming fall.
- c) Budget
 - i) Reported 78% is a bit low against average
 - ii) Accelerating some technology purchases
- d) Friends

- i) Met briefly last month
- e) Director
 - i) Staffing
 - (1) Corrie Brase moving into Library Assistant II role
 - (2) Library Assistant I and Library Assistant II positions open
 - ii) Boards and commissions begin in-person meeting in July
 - iii) Heidi may reapply for open trustee position
 - iv) Reopening continues
 - v) Presented at American Library Association's (ALA) Rural, Native, and Tribal Libraries of All Kinds Committee's (RNTLOAK) inaugural 2021 Rural Libraries Summit
 - vi) Non-competitive grant awarded to us (approx. \$5000) from American Rescue Plan Act for outdoor solar powered charging station benches with Wi-Fi
 - vii)
- f) Staff Reports – Questions
 - i) Assistant Library Director Jen Jordebrek investigating assisted hearing technologies for meeting rooms
 - ii) Adult Services Librarian Amy Golly's program 'embody | embrace' enjoys success in its second year
- 5) Policy Review
 - a) Internet & Technology Policy
 - b) Motion to approve by J. Beck; second M. Healy; approved by voice vote
- 6) Old Business
 - a) None
- 7) New Business
 - a) Discussed search for open trustee position
 - b) Discussed open officer positions

Adjourn

Motion to adjourn by J. Beck; second M. Healy

NEXT MEETING DATE: August 16, 2021

Meeting minutes recorded by S. Clemons