



**North Liberty City Council
Regular Session
August 10, 2021**



City Administrator Memo



To **Mayor and City Council**
From **Ryan Heiar, City Administrator**
Date **August 6, 2021**
Re **City Council Agenda August 10, 2021**

Meeting Note

Tuesday's meeting will be held **in person** as well as live streamed at [Watch Meetings Live](#). **As of this week, the CDC and Johnson County Public Health are recommending masks be worn in public indoor settings regardless if COVID-19 vaccination status.**

Consent Agenda

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

- City Council Minutes (07/24/21)
- Claims
- Liquor Licenses Renewals
 - Sushiya
 - Liberty View Wine & Spirits

Meetings & Events

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

Monday, Aug 16 at 7:00p.m.
Library Board

Tuesday, Aug 24 at 6:30p.m.
City Council

CDBG Housing Rehabilitation Application

Staff has been working with Tracey Achenbach at ECICOG on a CDBG Housing Rehabilitation Application. Prior to submitting an official funding application, staff solicited potential applicants from the community. The City's CDBG application is in the amount of \$207k which consists of funding for five housing rehabilitation projects and costs for program administration. The agenda includes a public hearing, a resolution awarding the technical services contract to ECICOG, assuming North Liberty is awarded a grant, and a resolution authorizing the Mayor to execute documents related to the CDBG Housing project. Ms. Achenbach will be at Tuesday's meeting to address the Council and take questions. Staff recommends approval of the resolutions.

Board of Adjustment Appointment

The Mayor is recommending appointment of Beau Brown and Laura Hefley to the Board of Adjustment.

Solum Lang Architects, LLC Site Plan

This commercial site plan, located on Jordan Street, directly east of Top Shape Gym (formerly Core Fitness), proposes a 4,080 square foot dental office and related infrastructure. The building elevation shows a substantial amount of window glazing, along with gray masonry and board and batten siding. Additionally, the site contains a dedicated pedestrian walkway to Jordan Street and outdoor seating area. The Planning Commission unanimously recommended approval of the site plan at its August 3, 2021 meeting. Staff also recommends approval the site plan.

Urban Renewal Plan Amendment

An Urban Renewal Plan Amendment is needed to include St. Andrews Drive into the Urban Renewal Area, which will allow a portion of the project to be funded with TIF dollars. This amendment also adds several other projects into the plan, including potential Penn Meadows Park projects, Ranshaw Way, Phase 5 and Dubuque Street, Phase 1. The agenda includes a public hearing and a resolution approving the Urban Renewal Plan Amendment. Staff recommends approval of resolution.

5 E. Cherry Street

The City solicited offers from the public to purchase the old police station at 5 E. Cherry Street, and considered the offers received in closed session on July 13th. The City Council agreed to move forward with the offer from Paul Park in the amount of \$305,000.00, which was also the highest offer received. Staff recommend approval of the resolution authorizing the sale of the property, following a public hearing.

Lot C, Beaver Kreek Third Addition

This parcel is the site of the abandoned municipal well #2, located at the western point of the eastern intersection of Juniper Street and Juniper Court. The well has been plugged and properly abandoned. The property no longer serves a useful public purpose, and costs thousands of dollars per year for the City to maintain. The City has received an offer of a nominal sum (\$50) for the purchase of the property. Since there is an extremely limited number of possible purchasers, and because the costs of maintaining the site last year exceed the difference between the offered price and the appraised value, staff recommend approval of the resolution authorizing the sale of the property, following a public hearing.

City Hall Project

The agenda includes an addendum to the City Hall design services agreement with Shive Hattery to include the extra design work for the pedestrian plaza as well as

commissioning of the project. These services, which total \$125k, were not contemplated in the original project scope. Staff recommends approval of the additional services and related agreement.

The Preserve Part Two A

Part Two A of The Preserve consists of 14 duplex lots near the center of the subdivision. Staff recommends approval of the developer's agreement, outlining the developer's and city's respective responsibilities for this piece of the subdivision.

Hate Crime Ordinance

The packet includes new information from City Attorney Lientz, a memo offering analysis of historical police department call data as well as a further review of the scope of the sample ordinance. Also including is a draft statement crafted by the Mayor that could be considered for a preamble of an ordinance, if that is the direction of the Council. Staff is seeking guidance from Council on whether to bring forward a Hate Crime Ordinance.

Recordation Ordinance, 1st Reading

This minor ordinance amendment clarifies the duties of the developer to record certain documents along with a final subdivision plat. Minimum Low Opening (MLO) tables were previously included on a plat, and a previous ordinance amendment requires that the table be provided in a separate document. This amendment does not represent a substantial change from current practices, but instead merely serves to codify current practices since the MLO tables were moved to a separate form. Staff recommends approval.

JT Properties LLC Rezoning Ordinance, 2nd Reading

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.



Agenda



City Council

August 10, 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 27, 2021
 - B. Claims
 - C. Liquor License Renewal, Sushiya
 - D. Liquor License Renewal, Liberty View Wine & Spirits
5. Public Comment
6. City Engineer Report
7. City Administrator Report
8. Mayor Report
9. CDBG Housing Sustainability (Housing Rehab) Application
 - A. Public Hearing regarding the City's application for Housing Sustainability Grant Funds
 - B. Resolution Number 2021-76, A Resolution awarding Community Development Block Grant (CDBG) Housing Rehabilitation Technical Services Contract upon notification of a Housing Sustainability Grant Award
 - C. Resolution Number 2021-77, A Resolution authorizing and directing the Mayor to sign, execute and submit an application and associated documents for funding the Community Development Block Grant (CDBG) Housing Sustainability Program
10. Board of Adjustment Appointments
 - A. Affirming Mayor's appointments to the Board of Adjustment

11. Solum Lang Architects, LLC Site Plan
 - A. Staff and Planning Commission recommendations
 - B. Applicant presentation
 - C. Resolution Number 2021-78 A Resolution approving the Development Site Plan for Lot 24, Corridor Commercial Subdivision – Part Two A, North Liberty, Iowa
12. Urban Renewal Plan Amendment
 - A. Public Hearing regarding proposed Urban Renewal Plan Amendment
 - B. Resolution Number 2021-79, A Resolution to declare necessity and establish an Urban Renewal Area, pursuant to Section 403.4 of the Code of Iowa and approve Urban Renewal Plan Amendment for the North Liberty Urban Renewal Area
13. 5 E. Cherry Street
 - A. Public Hearing regarding proposed disposal of property
 - B. Resolution Number 2021-80, A Resolution authorizing the acceptance of Purchase Offer received for the real property situated at 5 E. Cherry Street
14. Lot C, Beaver Creek Third Addition
 - A. Public Hearing regarding proposed disposal of property
 - B. Resolution Number 2021-81, A Resolution authorizing the acceptance of Purchase Offer received for the real property at Lot C, Beaver Creek Third Addition
15. City Hall Project
 - A. Resolution Number 2021-82, A Resolution approving Services Agreement Amendment between the City of North Liberty and Shive-Hattery, Inc. for the City Hall Project
16. The Preserve Part Two A
 - A. Resolution Number 2021-83, A Resolution approving the Developer's Agreement for The Preserve – Part Two A
17. Hate Crime Ordinance
 - A. Discussion and possible action
18. Recordation Ordinance

- A. Public Hearing regarding proposed amendments to the Recordation Ordinance
 - B. First consideration of Ordinance Number 2021-14, An Ordinance amending the recordation requirements of final subdivision plat documents in Chapter 180 of the North Liberty Code of Ordinances
19. JT Properties Rezoning
- A. Second 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
20. Old Business
21. New Business
22. Adjournment



Consent Agenda



City Council
July 27, 2021
Regular Session

Call to order

Mayor Terry Donahue called the July 27, 2021 Regular Session of the North Liberty City Council to order at 6:30 p.m. Councilors present: RaQuishia Harrington, Chris Hoffman, Annie Pollock, Brent Smith, Brian Wayson; absent –none.

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

Approval of the Agenda

Pollock moved; Smith seconded to approve the agenda with the removal of the Sushiya Liquor License renewal. The vote was all ayes. Agenda approved.

Consent Agenda

Harrington moved, Hoffman seconded to approve the Consent Agenda including the City Council Minutes, Regular Session of July 13, 2021, the attached list of claims, Tin Roost Liquor License Renewal, Rocky O'Brien's Liquor License Renewal, SW Growth Area Water and Sewer Extensions, Pay Application Number 11, Boomerang Corporation, \$233,609.42, Ranshaw Way Phase 5, Change Order Number 1, Peterson Contractors Inc., (\$4,567.65), and Ranshaw Way Phase 5, Payment Application Number 2, Peterson Contractors Inc., \$488,346.51. The vote was all ayes. Consent Agenda approved.

Public Comment

No public comment was offered.

City Engineer Report

No City Engineer report was presented.

City Administrator Report

City Administrator Heiar reported that staff will be interviewing firms for the Comp Plan next week. The 80 acre annexation east of the Maytag Facility has been approved by the City Development Board.

Mayor Report

Mayor Donahue reported that he is not running for re-election next term.

Project Better Together

Harrington moved, Pollock seconded to approve Resolution Number 2021-70, A Resolution declaring that support of Better Together 2030 serves a public purpose, and approval of support. The vote was: ayes – Hoffman, Pollock, Smith, Wayson, Harrington; nays – none. Motion carried.

2021A Bond Sale

Tionna Pooler presented information on the bond sale. Pollock moved, Hoffman seconded to approve 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. After discussion, the vote was: ayes – Harrington, Hoffman, Pollock, Wayson, Smith; nays – none. Motion carried.

Centennial Park Loop Road

At 6:37 p.m., Mayor Donahue opened the public hearing regarding proposed plans, specifications, and estimate of cost for the Centennial Park Loop Road Project. No oral or written comments were received. The public hearing was closed.

Smith moved, Wayson seconded to approve Resolution Number 2021-72, A Resolution finally approving and confirming plans, specifications, and estimate of cost for the Centennial Park Loop Road Project. The vote was: ayes – Hoffman, Wayson, Smith, Pollock, Harrington; nays – none. Motion carried.

Harrington moved, Wayson seconded to approve 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. The vote was: ayes – Harrington, Pollock, Smith, Hoffman, Wayson; nays – none. Motion carried.

Cedar Springs Lighting ROW Agreement

Hoffman moved, Pollock seconded to approve Resolution Number 2021-74, A Resolution approving a Revocable License Agreement allowing the installation of additional street lighting on Cedar Springs Drive. The vote was: ayes – Wayson, Pollock, Smith, Harrington, Hoffman; nays – none. Motion carried.

T & R Subdivision Part Two, Lot 1

Wayson moved, Harrington seconded to approve 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. The vote was: ayes – Harrington, Smith, Hoffman, Wayson, Pollock; nays – none. Motion carried.

JT Properties Rezoning

Rusnak presented information on the application. Rusnak reported that Planning and Zoning and Staff recommended approval with no conditions. At 6:44 p.m., Mayor Donahue opened the public hearing regarding proposed rezoning. No oral or written comments were received. The public hearing was closed

Smith moved, Harrington seconded to approve the 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. After discussion, the vote was: ayes – Pollock, Harrington, Hoffman, Wayson, Smith; nays – none. Motion carried.

Ag Experience Ordinance

Wayson moved, Smith seconded to approve the 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. The vote was: ayes – Wayson, Harrington, Pollock, Smith, Hoffman; nays – none. Motion carried.

Hate Crime Ordinance

Council discussed the possibility of implementing a Hate Crime Ordinance in the City. The consensus was to do a campaign, gather some data on incidents and then look at an ordinance.

Old Business

No old business was presented.

New Business

Councilor Wayson reported on the success of the inflatable event.

Adjournment

Mayor Donahue adjourned the meeting at 7:30 p.m.

CITY OF NORTH LIBERTY

By: _____
Terry L. Donahue, Mayor

Attest: _____
Tracey Mulcahey, City Clerk

(App-141159)

License Application (BW0094502)

Applicant

Name of Legal Entity : Sushiya LLC

Name of Business(DBA) : Sushiya

Address of Premises : 745 Community dr. ste A

City : North Liberty

County : Johnson

Zip : 52317

Business : (319) 626-6666

Mailing Address: 1371 Burry Dr.

City : Iowa City

State : Iowa

Zip : 52246

Contact Person

Name : Vincent

Phone : (319) 594-0065

Email : sushiyaia@gmail.com

License Information

License Number : BW0094502

License/Permit Type : Special Class C Liquor License

Term : 12 Month

Effective Date : 2021-06-18

Expiration Date : 2022-06-17

Sub-Permits/Privileges :

Status of Business

Business Type : Limited Liability Company

Ownership

mingta chia

City : Iowa City

State : Iowa

Zip : 52246

Position : Owner

% of ownership : 100

U.S. Citizen : No

Insurance Company Information

Insurance Company : Specialty Risk of America

Policy Effective Date : 2021-06-18

Policy Expiration : 2022-06-18

Bond Effective :

Dram Cancel Date :

Outdoor Service Effective :

Outdoor Service Expiration :

Temp Transfer Effective Date :

Temp Transfer Expiration Date :

Date:

Name of Business:

Address:



Fire Inspection Form

SITE	Code Section	Yes	No	
1) Address #s are Posted & Visible	IFC 505.1			
2) Keys in Knox Box are Current	IFC 506.2			
3) Premise is Free of Waste Accumulation	IFC 304.1.1			
ASSEMBLY OCCUPANCIES	Code Section	Yes	No	N/A
4) Occupant Load Sign(s) are Posted	IFC 1004.3			
FIRE EXTINGUISHERS	Code Section	Yes	No	
5) Fire Extinguishers have Current Annual Inspection Tag	IFC 901.6.1			
6) Fire Extinguishers have been Visually Checked Monthly (Date & Initial Tag)	NFPA 7.2.1.2			
7) Fire Extinguishers are Unobstructed & Unobscured	IFC 906.6			
8) Fire Extinguishers are Mounted on a Bracket or in a Fire Extinguisher Cabinet	IFC 906.7			
EMERGENCY & EXIT LIGHTS	Code Section	Yes	No	
9) Emergency Lights Illuminate when Tested (Use Test Button)	IFC 1008.3.4			
10) Exit Signs are Illuminated	IFC 1013.3			
11) Exit Signs Illuminate when Tested (Use Test Button)	IFC 1013.3			
ELECTRICAL	Code Section	Yes	No	N/A
12) Electrical Panels have at least 3 Feet of Clearance in Front of Panel	IFC 605.3			
13) There is No Exposed Wiring	IFC 605.6			
14) Extension Cords are Not being Used for Permanent Wiring	IFC 605.5			
15) Surge Protectors are Mounted/Secured and Plugged Directly into an Outlet	IFC 605.4.1			
EXIT ACCESS & DOORS	Code Section	Yes	No	N/A
16) Exits are Unobstructed Exit Signs are Illuminated	IFC 1031.2			
17) Corridors & Aisles are Unobstructed	IFC 1003.6			
18) Exit Doors Open Freely	IFC 1010.1.3			
STORAGE	Code Section	Yes	No	N/A
19) Storage is at least 18" below Sprinkler Heads in Sprinklered Buildings	IFC 315.3.1			
20) Storage is at least 24" below Ceiling in Non-Sprinklered Buildings	IFC 315.3.1			
21) Kitchen Cleaning Rags are Disposed of in a Non-Combustible Container	IFC 304.3.1			
COMPRESSED CYLINDERS	Code Section	Yes	No	N/A
22) Compressed Gas Cylinders are Secured or Chained	IFC 5303.5.3			

Provide Explanation for any "No" Answers Below

Inspection Completed by: _____

Signature: _____



State of Iowa ABD approval statement from the following county department

Legal Name of Applicant: _____

Name of Business (DBA): _____

Sushiya

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: _____

7/16/21

Signature: _____

James Lacina

- Applicant

Name of Legal Entity : Liberty View Wine & Spirit Inc.

Name of Business(DBA) : Liberty View Wine & Spirits

Address of Premises : 595 Country Lane, Suite 1

City : North Liberty

County : Johnson

Zip : 52317

Business : (319) 459-1408

Mailing Address: 512 Redbird Run

City : Tiffin

State : Iowa

Zip : 52340

- Contact Person

Name : Nga T. Dao

Phone : (319) 331-1272

Email : angie.dao1991@gmail.com

■ License Information

License Number : LE0003567

License/Permit Type : Class E Liquor License

Term : 12 Month

Effective Date : 2021-08-18

Expiration Date : 2022-08-17

Sub-Permits/Privileges :

Class C Beer Permit

Class B Wine Permit

Sunday Sales

■ Status of Business

Business Type : Privately Held Corporation

■ Ownership

Nga Dao

City : Tiffin

State : Iowa

Zip : 52340

Position : Owner

% of ownership : 100

U.S. Citizen : Yes

- Insurance Company Information

-

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State of Iowa ABD approval statement from the following county department

Legal Name of Applicant: _____

Name of Business (DBA):

Liberty View wine + Spirits

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: _____

7/9/21

Signature: _____

[Handwritten Signature]



North Liberty Fire Department

Occupancy: **Liberty View Wine & Spirits**
Occupancy ID: **995237**
Address: **595 Country LN Apt/Suite #1**
North Liberty IA 52317

Inspection Type: **Liquor License Inspection**

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

Time In: **10:30** Time Out: **10:44**

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:

Interior Finish/Flame Spread

Suspended Ceiling Tiles/Panels in Place

703.1 Maintenance. The required fire-resistance rating of fire-resistance-rated construction, including, but not limited to, walls, firestops, shaft enclosures, partitions, smoke barriers, floors, fire-resistive coatings and sprayed fire-resistant materials applied to structural members and fire-resistant joint systems, shall be maintained. Such elements shall be visually inspected by the owner annually and properly repaired, restored or replaced where damaged, altered, breached or penetrated. All suspend ceiling panels/tiles shall be in place and in good condition.

Status: FAIL

Notes: Front entrance, put ceiling tile back in place.



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: Remove lawnmower from front entrance. Must be stored outside.



Additional Time Spent on Inspection:

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

Total Additional Time: 0 minutes

Inspection Time: 14 minutes

Total Time: 14 minutes

Summary:

Overall Result: Correction Notice Issued

Inspector Notes:

Closing Notes:

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

Inspector:

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

A handwritten signature in black ink, appearing to be 'B. Hardin', is written over a horizontal line.

Signed on: 07/13/2021 10:40

Signature

Date

Representative Signature:

Signature of: Angie Dao on 07/13/2021 10:40

A handwritten signature in black ink, appearing to read "Angie Dao". The signature is fluid and cursive, with the first name "Angie" written in a larger, more prominent script than the last name "Dao".

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: Liberty View Wine & Spirits
595 Country Lane
North Liberty, IA 52317

Owners: Nga Dao (DOB: 1963)

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.



Housing Rehab Application - CDBG

Resolution No. 2021-76

**RESOLUTION AWARDING COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG) HOUSING REHABILITATION
TECHNICAL SERVICES CONTRACT UPON NOTIFICATION OF
A HOUSING SUSTAINABILITY GRANT AWARD**

WHEREAS, the City of North Liberty solicited for proposals for technical services for a proposed Community Development Block Grant (CDBG) Housing Sustainability grant, and

WHEREAS, Publication of Notice for Housing Rehabilitation Program Technical Services was published in *The North Liberty Leader* on July 22, 2021 and

WHEREAS, the City of North Liberty Selection Committee, consisting of City staff reviewed a proposal received from East Central Iowa Council of Governments using the evaluation criteria outlined in the RFP, and

WHEREAS, the City of North Liberty Selection Committee recommends award of the Technical Services contract to East Central Iowa Council of Governments, and

WHEREAS, the contract for technical services will be completed upon notification of a CDBG Housing Sustainability Grant Program award.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of North Liberty, Iowa, concurring with the City of North Liberty's selection committee recommendation, to award the CDBG Housing Rehabilitation Technical Services contract to East Central Iowa Council of Governments upon notification of CDBG Housing Sustainability grant award.

APPROVED AND ADOPTED this 10th day of August, 2021.

CITY OF NORTH LIBERTY:

CHRIS HOFFMAN, MAYOR PRO TEM

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

Resolution No. 2021-77
RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR
TO SIGN, EXECUTE AND SUBMIT APPLICATION AND
ASSOCIATED DOCUMENTS FOR FUNDING FOR THE
COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG")
HOUSING SUSTAINABILITY PROGRAM

WHEREAS, the City Council has heretofore deemed it necessary and desirable to apply for a \$207,495 grant through the Community Development Block Grant ("CDBG") Housing Sustainability Program to provide five income-qualified homeowners assistance to make improvements to their homes; and

WHEREAS, the City of North Liberty held a hearing on August 10, 2021 to discuss a. How the need for the proposed activity was identified, b. Source of funding, c. Date the application will be submitted, d. Amount of federal funds to be requested, e. Portion of federal funds benefiting low-to-moderate income households, f. Location of proposed activity, g. Plans to minimize displacement of persons or businesses from funding activity, h. Plans to assist those displaced, and i. The nature of the project as part of the application process; and public input was provided on the City of North Liberty Community Development and Housing Needs Assessment; and

WHEREAS, accordingly, a grant application has been prepared and presented to the North Liberty City Council for the approval necessary to submit the grant application; and

WHEREAS, the City Council does approve the Administrative Plan as presented; and

WHEREAS, said grant application now requires execution and submittal on behalf of the City of North Liberty.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of North Liberty, Iowa, that the Mayor or designee is hereby authorized and directed to sign, execute and submit on behalf of the City of North Liberty, the above described grant application and any and all additional forms required for submittal to the Iowa Economic Development Authority.

APPROVED AND ADOPTED this 10th day of August, 2021.

CITY OF NORTH LIBERTY:

CHRIS HOFFMAN, MAYOR PRO TEM

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

Executive Summary of Key Contents- CDBG Administrative Plan

I. Program Overview

The community understands and will follow all requirements outlined and described in the City's CDBG contract and IEDA program guidance.

II. Fair Housing & Non-discrimination

The community will ensure that CDBG assistance is made available on a non-discriminatory basis without regard to race, color, religion, sex, disability, familial status, age or national origin.

III. Program Assistance

CDBG Assistance will be provided as a five-year receding forgivable loan. The property must remain the applicant's principal residence for five years following the project acceptance date for the loan to be forgiven. The community will file a lien/security interest against the property in the amount of CDBG assistance. This lien may be filed in junior position to a conventional loan.

IV. Application, Selection & Income Verification Process

Income: To be eligible, applicants must have a household income that does not exceed 80% of the median household income as established by the U.S. Department of Housing & Urban Development (HUD).

Should the community need to select new program participants during the contract period, the community will use the same marketing, application and selection processes described in the approved application to IEDA and/or outlined in IEDA program guidance.

Income verification will be completed in accordance with 24 CFR 5.609 (Part 5 Annual Income). Income verifications are valid for twelve months from the date verification is completed.

V. File Documentation

The community will keep the following items on file:

- Income verification documents
- Ownership verification documents
- Property inspection documents (initial & final)
- Construction documents (specifications, contracts & related items)
- Final acceptance of work (signed by homeowner)
- CDBG environmental review documents

- Lead based paint related documents

VI. Procurement

Contractors will be procured through a competitive sealed bids procurement process. Upon completion of the final work write-up and bid documents, the community will publicly advertise for bids in at least one local newspaper of general circulation.

VII. Financial Management

After the initial draw request, the community must request CDBG funds at least every six months, for both rehabilitation costs and grant administration.

VIII. Program Implementation

This section addresses procedures for Initial Property Inspections, Project Specifications, Initial Cost Estimates, Section 106 Historical Review, Pre-Construction Conference, Change Orders, Final Inspection, and Construction Supervision.

IX. Roles & Responsibilities

This section addresses the respective roles of the City, the Housing Committee, and the CDBG Program Administrator.

X. Lead Based Paint Requirements

The community will comply with HUD's lead hazard reduction requirements through the duration of the program.

XI. Appeal/Complaint Procedure

Step 1: Any grievances or disputes arising between a property owner and the contractor(s) will initially be mediated by the CDBG Administrator or Housing Inspector.

Step 2: Should either party contest the community's program administrator's and/or housing inspectors initial decision, a request for an appeal hearing by the community's Housing Committee may be made.

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Step 4: In the event that the grievance or dispute remains unresolved to the satisfaction of either party, the right to file legal action remains the last and only recourse available to the grieving or disputing party.

XII. Program Amendments

Amendments made to the Administrative Plan will be decided on and reviewed by the community, the Housing Committee and the CDBG Administrator.

XIII. Conflicts of Interest

The city will refer to 24. CFR.570.611 (CDBG regulations on conflicts of interest) should a potential conflict of interest arise and follow guidance provided in these regulations.

EXHIBIT A: TEMPORARY RELOCATION POLICY GUIDE

- 1) Relocation shall be required under the following circumstances:
 - a. When the residence is undergoing work that disturbs areas that have or are presumed to have lead-based paint.
 - b. When safe access to, and use of, sleeping areas, bathrooms and kitchen facilities is not available for period of at least eight (8) consecutive hours.
 - c. When occupancy of the residence is not reasonable due to the presence of lead hazards, excessive noise, excessive airborne particles, electrical hazards, lack of heat, lack of running water, plumbing issues, lack of ingress/egress or any other reasons as verified by the program administrative entity and rehabilitation technician.

***CDBG Housing Sustainability
Owner-occupied
EXTERIOR IMPROVEMENTS
Rehabilitation***

***City of North Liberty
ADMINISTRATIVE PLAN***

PROGRAM YEAR 2021

I. Program Overview

The community's owner-occupied exterior improvements rehabilitation program aims to preserve and/or stabilize the community's housing stock that is affordable to low and moderate income persons and to provide safe, decent and sanitary housing to the community's residents who do not have the financial means to make repairs to their own dwellings. The community also hopes to improve the general aesthetics and attractiveness of the community's housing stock and to assist in the promotion and attraction of economic and community development opportunities to the area.

The City intends to use CDBG funds to achieve its goal. Six homeowners with properties located within the city limits and outside of the 100-year floodplain will be assisted through this program.

The community understands and will follow all requirements outlined and described in the City's CDBG contract and IEDA program guidance.

II. Fair Housing & Non-discrimination

The community will ensure that CDBG assistance is made available on a non-discriminatory basis without regard to race, color, religion, sex, disability, familial status, age or national origin.

The community will advertise, publicize and pass an "Affirmative Fair Housing Policy", which will also identify the name & contact information of a Discrimination Complaint Officer for any housing-related bias or discrimination complaints. An "Equal Opportunity Policy Statement" will also be passed & the HUD Equal Housing Opportunity Logo will be used on applicable program documents. The community will refer housing discrimination complaints & assist in filing complaints with the Iowa Civil Rights Commission, the U.S. Department of Housing & Urban Development, or a local civil rights commission.

The community will also promote & further fair housing by selecting one elective activity as outlined in the CDBG Grant Management Guide.

III. Program Assistance

In order for an applicant to be eligible for program assistance, the applicant must occupy the property to be assisted as their principal place of residence and must own the property (i.e., be the owner of record) and the property must be located within the community's city limits and outside of the 100-year floodplain.

In addition, an applicant must have owned (i.e., must have been the owner of record) and must have resided in the property to be assisted for at least six (6) months prior to the date of their application for assistance to the community for program funds, in order to be eligible for program assistance.

The maximum amount of assistance to an individual rehabilitation project from the community's program funds is \$24,999. The maximum assistance level is on the hard costs of rehabilitation (materials, labor and the contractor's overhead and profit) only, not the administrative costs, lead hazard reduction costs, lead hazard reduction carrying costs, or temporary relocation costs necessary to complete the project.

Project costs (the hard costs of rehabilitation) in excess of the maximum amount of program assistance available must come from sources other than the community's program funds.

Program funds are intended to be used to cover the hard costs of rehabilitation (materials, labor, and the contractor's overhead and profit) and the administrative (program implementation) costs associated with the rehabilitation of residential dwellings within the community that meet the eligibility requirements.

Program funds are also intended to be used to make assisted target housing temporarily "lead safe" following clearance testing and final visual assessment that meets IDPH standards. Eligible expenditures of the community's program funds for this purpose include the cost of any lead hazard reduction activities, lead hazard reduction carrying costs and temporary relocation costs.

CDBG Assistance will be provided as a five year receding forgivable loan. The property must remain the applicant's principal residence for five years following the project acceptance date for the loan to be forgiven. The community will file a lien/security interest against the property in the amount of CDBG assistance. This lien may be filed in junior position to a conventional loan.

In order for the assisted property owner to receive a five-year receding forgivable loan, he or she must sign a mortgage lien to secure the full amount of the five-year receding forgivable loan. The mortgage lien will be recorded at the County Courthouse following the completion of the rehabilitation project. The five-year receding forgivable loan bears no interest.

The term of the mortgage lien is five years, remaining at one-hundred percent of the loan amount for the first full year and decreasing twenty percent each year thereafter. The anniversary date of the mortgage lien is the date of signature. Collection of the mortgage lien (as may be necessary) will be accomplished according to the following schedule.

- If the rehabilitated property is sold, rented, transferred, vacated or abandoned prior to the first anniversary of the project completion and acceptance date, one-hundred percent (100%) of the note and mortgage lien becomes due.
- If the rehabilitated property is sold, rented, transferred, vacated or abandoned between the first and second anniversary dates of the project completion and acceptance date, eighty percent (80%) of the note and mortgage lien becomes due.
- If the rehabilitated property is sold, rented, transferred, vacated or abandoned between the second and third anniversary dates of the project completion and acceptance date, sixty percent (60%) of the note and mortgage lien becomes due.

- If the rehabilitated property is sold, rented, transferred, vacated or abandoned between the third and fourth anniversary dates of the project completion and acceptance date, forty percent (40%) of the note and mortgage lien becomes due.
- If the rehabilitated property is sold, rented, transferred vacated or abandoned between the fourth and fifth anniversary dates of the project completion and acceptance date, twenty percent (20%) of the note and mortgage lien becomes due.
- At the fifth anniversary date, one-hundred percent (100%) of the note and mortgage lien is forgiven. The community will release the assisted property owner's mortgage lien, following completion of the five-year term.

If the assisted property becomes other than the assisted property owner's principal place of residence at any time during the five-year term (through sale, transfer, rental, or vacating or abandonment of the property), repayment of the principal amount, based on the above schedule, is immediately repayable to the community or to IEDA if the program is closed.

The community may, at its option, release the mortgage lien (and subsequent conditions of the assistance) against the assisted property when there are extenuating circumstances that would warrant or justify the community's decision to do so, regardless of the age of the forgivable loan. The community's release of a mortgage lien would be handled on a case-by-case basis with consideration given to the individual circumstances of that assisted property owner, or their representative, seeking the release.

Applicants must be given the opportunity to rescind the assistance offered due to the fact that a lien, mortgage or other security interest will be filed against their property as a result of the assistance, if accepted and executed.

Where there are existing liens, mortgages or other security interests already on file against assisted properties (e.g., the applicant's primary mortgage), the community's program assistance security interest may be filed (recorded) in a junior position to existing liens, mortgages or security interests.

In the event of future liens, mortgages or security interests filed on an assisted property owner's property (e.g., a refinancing), the community may, at its discretion, subordinate its mortgage lien to any future liens, mortgages or other security interests.

IV. Application, Selection & Income Verification Process

Income: To be eligible, applicants must have a household income that does not exceed 80% of the median household income as established by the U.S. Department of Housing & Urban Development (HUD).

Should the community need to select new program participants during the contract period, the community will use the same marketing, application and selection processes described in the approved application to IEDA and/or outlined in IEDA program guidance.

Income verification will be completed in accordance with 24 CFR 5.609 (Part 5 Annual Income). Income verifications are valid for twelve months from the date verification is completed.

V. File Documentation

The community will keep the following items on file:

- Income verification documents
- Ownership verification documents
- Property inspection documents (initial & final)
- Construction documents (specifications, contracts & related items)
- Final acceptance of work (signed by homeowner)
- CDBG environmental review documents
- Lead based paint related documents

VI. Procurement

Marketing to contractors can be accomplished using the same media resources used for marketing to potential applicants. In addition to using those resources, the community might also:

- Contact local homebuilders associations, construction trades organizations, unions, etc.;
- Contact the Iowa Department of Public Health to obtain information on contractors that have been trained in safe work practices;
- Contact the IEDA's recommended plan review rooms and clearinghouses;
- Obtain information on contractors based on the community's building permit issuance data;
- Contact local construction materials and equipment suppliers;
- Contact other communities nearby that have, or have had, similar programs.

With the community's efforts to solicit and attract contractors for participation in the program, nondiscrimination, equal opportunity and fair housing issues cannot be overlooked. The community will also make a good faith effort to solicit and attract the interest of minority and female owned businesses that might participate in the community's owner-occupied rehabilitation program. Invitations to bid on the community's projects will be sent to the IEDA's recommended clearinghouses and plan review rooms.

In order to participate as a contractor in the community's owner-occupied rehabilitation program, the following minimum requirements must be met. All contractors must:

- Be registered with the State of Iowa & have a valid registration number;
- Meet any and all local or state licensing requirements;
- Be able to provide evidence (i.e., certificate of successful completion and satisfactory test results) that all workers under his / her employ (i.e., employees and/or subcontractors and their employees) who will be involved in any rehabilitation that disturbs painted surfaces (known or presumed to be lead based

- paint) or any lead hazard reduction activity, have been trained in safe work practices as required by HUD's Lead Safe Housing & IDPH regulations
- Provide current and active insurance certificates that document sufficient insurance coverage; and
- Be approved by the IEDA as not being on the U.S. Department of Housing and Urban Development (HUD's) or the U.S. Department of Labor's (DOL's) lists of debarred or suspended contractors.

Contractors will be procured through a competitive sealed bids procurement process. Upon completion of the final work write-up and bid documents, the community will publicly advertise for bids in at least one local newspaper of general circulation. In addition to publicly advertising, all known area contractors will be notified in writing, inviting them to bid on the community's projects. Invitations to bid will also be sent to the IEDA recommended plan review rooms and area clearinghouses as well.

The community's publicly advertised bidding process will allow sufficient time for contractors to compile and submit their bids. Bids will be opened publicly at a specified date, time and place. The lowest, responsible bidder will be awarded the contract subject to bid verification and acceptability. A responsible bidder is a contractor that has met the requirements above and all other material terms and conditions of the bid documents. Contractor's bids need to be typewritten or completed in ink, as bids submitted in pencil will not be accepted.

Following the opening of all bids, the CDBG Administrator will perform a verification of the bids received (i.e., to ensure true itemized bids submittal, to verify and to recalculate the contractor's figures, to consider any alternate bids sought after and received, etc.). A bid tabulation (summary) sheet will then be prepared reflecting all bids received.

The successful bidder(s) will be notified, in writing, of the community's intent to award them a contract. All unsuccessful bidders will also be notified, in writing, by the administrator.

Following notification of award to the successful contractor, arrangements will be made with all parties to formally execute the rehabilitation construction contract & additional program documents at a scheduled Pre-construction meeting. Prior to contract execution, the successful contractor must submit a complete list of suppliers and subcontractors intended to be used, so that a Request for Contractor Clearance/Eligibility document can be completed & submitted to IEDA.

VII. Financial Management

Contractor Payment Procedures: All payments to contractors are to be based on work completed at the time of the payment request. With all payment requests received by the community, the CDBG Administrator's Housing Inspector will conduct an inspection to verify that work which has been invoiced is completed. No payment requests will be honored prior to conducting an inspection.

All materials, supplies and equipment purchased by the contractor (including subcontractors) for a particular rehabilitation project must be satisfactorily installed prior to the community making payment for those items on that project. Payment requests for materials, supplies and equipment stockpiled on a job site and not yet installed will not be honored until the contractor (or subcontractor) has satisfactorily installed them.

Contractors may be paid lump sum at the completion of projects, or may seek one partial payment during construction with a final payment request at the completion of the project. The community will withhold ten percent (10%) from the partial payment request received from the contractor. All withholding from partial payment request will be paid to the contractor with the final payment request.

In addition to a required inspection prior to making payment to contractors, the community must receive fully executed lien waivers from contractors for all materials and supplies, equipment, and labor costs for which payment is being sought. Where partial payment requests are made by contractors, fully executed partial lien waivers are also necessary prior to the community honoring the contractor's partial payment request. All lien waivers received from contractors (partial and final lien waivers) need to be reviewed and checked against the "Project Subcontractors / Suppliers" list that submitted by the contractor prior to the start of construction.

Any target housing assisted with the community's program funds that involves rehabilitation that disturbs painted surfaces, known or presumed to be lead based paint, and/or lead hazard reduction activity will require thorough, specialized cleaning and clearance testing and final visual assessment following the completion of such work. The final payment to the contractor will not occur prior to successful clearance testing and final visual risk assessment results meeting IDPH standards.

The property owner's concurrence and acceptance of all work for which payment is being sought must be obtained prior to the community making the final payment to contractors.

The community will draw down or request CDBG funds by using the GAX form signed by the contract signatory & submitted through iowagrants.gov. Funds will only be drawn down for immediate cash needs and no more than 10 working days shall elapse between the receipt of funds and disbursement by the recipient.

After the initial draw request, the community must request CDBG funds at least every six months, for both rehabilitation costs and grant administration.

VIII. Program Implementation

Initial Property Inspections: Following eligibility determination and verification, the CDBG Administrator's Housing Inspector will arrange with the property owner a date and time in which to conduct an initial inspection of the property to be assisted. The purpose of the initial inspection is to determine the scope of work to be accomplished with the rehabilitation of that property. The initial inspection will be conducted in order to verify the

presence and condition of all components, systems and equipment of the property owner's dwelling and property, and to identify any and all items that do not conform to IEDA's Housing Quality Standards and locally adopted standards or housing codes for inclusion in the work write-up for that dwelling.

If the property to be assisted is target housing, meeting with the property owner(s) at their property for the purpose of conducting the initial inspection is an ideal time to discuss lead-based paint issues likely to impact their own project. The Housing Inspector will provide the homeowner with the Iowa Department of Public Health's (IDPH's) standard pamphlet entitled "Lead Poisoning - How to Protect Iowa's Families" to convey general information to the property owner about the dangers of lead-based paint .

Project files must be documented indicating that the property owner(s) has received this required notice. The community will use the IDPH Pamphlet - "Acknowledgement of Receipt" form for this purpose. This acknowledgement of receipt form requires the property owner's signature and date of their receipt.

Project files must be documented with a copy of the initial inspection report, signed or initialed and dated by the CDBG Administrator's Housing Inspector who performed the initial inspection.

Project Specifications: From the data and information gathered by the housing inspector during the initial inspection, a work write-up (or project specifications as they are often referred to) will be generated. The work write-up is used in the formulation of a cost estimate. The work write-up eventually becomes a part of the bid documents needed for the procurement of a contractor. All work write-ups will be written so that participating contractors that bid on the community's projects will submit itemized bids (i.e., an individual line-item cost for each individual line-item of the work write-up).

Initial Cost Estimates: The housing inspector will prepare a written cost estimate of the hard costs of rehabilitation for each project following the initial inspection and formulation of a work write-up. The cost estimate will also be depicted in itemized form & must be included in individual project files. The community's written cost estimate is formulated to determine if that project is financially feasible to undertake and to ensure the cost reasonableness of contractor's bids that will be received for that project.

Section 106 Historical Review: The community will follow all HUD guidelines & requirements and will take into account the effect of the undertaking on any district, site, building, structure or object that is included in or eligible for inclusion in the National Register. The Programmatic Agreement between the IEDA and SHPO outlines the process of Section 106 and notes that all compliance documents will be submitted to IEDA for review & approval.

Pre-Construction Conference: Prior to the start of construction, a pre-construction conference with the property owner, CDBG administrator and selected contractor will be held. At the pre-construction conference, the final work write-up will be reviewed by all

parties to ensure a thorough understanding of the work to be accomplished, as well as timing and coordination of the sequence of the work, temporary relocation or limited access to living areas during lead renovation work & expectations during construction.

Additionally, the responsibilities of all parties to the contract need to be thoroughly discussed. The various processes and procedures involved in completing the project also needs to be covered (e.g., change order procedures, contractor payment processes, various lead hazard reduction requirements, grievance / dispute resolution procedures, etc.).

Change Orders: Changes occur with any addition to or with any deletion of items to be accomplished, or with any other change that may occur to the original, as-bid, work write-up that alters the scope of work in any way. Change orders are needed for any and all substitutions that are made to the project as well, even if the dollar value of that work item remains unaffected. Change orders are also needed for time extensions to a rehabilitation construction contract. Change orders need to detail all changes and be prepared individually listing all items if more than one item is included in the change order. The contractor's costs associated with all items listed within change orders must also be itemized.

Any and all changes to the contract work write-up require a fully executed change order signed by all parties to the contract. Change orders need to be contained in individual project files.

Final Inspection: Upon completion of the project, a final inspection of the rehabilitation work accomplished on that project will be conducted. The final inspection will be conducted by the CDBG Administrator's Housing Inspector in the presence of the property owner. It is desired that the contractor attend the final inspection to make note of and to clarify any unfinished and/or questioned work.

The final inspection is made to ensure that all work was completed and was accomplished in accordance with the work write-up and any change orders that were issued, and to ensure that work was accomplished in a satisfactory manner.

Should any rehabilitation work items remain unfinished or in need of rework, a punch-list will be formulated by the community or the Housing Inspector and presented to the contractor for finalization prior to final acceptance and final payment authorization. If work or rework remains, a time frame for completion of such items will also be specified in the punch-list.

Clearance testing must follow the completion of all lead-based paint related work. Clearance testing must be accomplished in accordance with the Iowa Department of Public Health's State Environmental Protection Agency program requirements. Clearance testing results must meet the applicable IDPH standards. If clearance testing fails to meet the applicable IDPH standards, the affected work areas must be re-cleaned by the contractor responsible for this and clearance testing must be re-conducted. This process continues

until the project meets IDPH clearance testing standards, including the final visual assessment.

Program funds are to be used only for the initial cost of cleaning for clearance testing. If clearance testing fails to meet the applicable IDPH standards, any and all costs associated with subsequent re-cleaning needs to be borne by the contractor responsible for this. It is extremely important for contractors to follow safe work practices and to thoroughly clean affected work surfaces with the initial cleaning so that successful clearance testing results and successful final visual assessment results are achieved with the initial clearance testing and final visual assessment.

The community will use a Clearance Inspection Report to document its clearance testing results, as well as the State Hygienic Lab clearance report to notify the property owner as required.

Following the execution of the Work Approval form & lead clearance testing results, the community can issue the final payment and the payment of all withholding (retainage) from the previous partial payment request paid, once all lien waivers have been executed by the contractor and are in the community's possession. Prior to making final payment and the payment of withheld funds to the contractor, all manufacturer's and supplier's warranties must have been conveyed to the property owner by the contractor.

Construction Supervision: Construction supervision will be accomplished primarily through periodic and frequent work-in-progress inspections by the CDBG Administrator's Housing Inspector. Inspections relating to contractor payment requests, any community required (e.g., building or housing code required) inspections, and any inspections relating to change order requests will all occur as necessary.

The main purpose of construction supervision is to ensure that all work specified in individual project work write-ups is completed, completed in a satisfactory workmanship-like manner, and completed in a timely manner.

IX. Roles & Responsibilities

Community/City: The overall authority for the implementation and administration of the community's owner-occupied rehabilitation program is with the community itself. This responsibility rests with the chief elected officials of the community (i.e., the mayor and city council).

The primary responsibility of the community is to ensure that the program is carried out in accordance with its contract with the Iowa Economic Development Authority (IEDA), and to ensure compliance with all applicable state and federal requirements governing the program funds associated with the community's owner-occupied rehabilitation program.

Housing Committee: The community will establish a local oversight committee. This Housing Committee will be charged with certain programmatic responsibilities. At least one

community representative (a City Councilperson) will serve on this committee.

Responsibilities of the Housing Committee include, but are not limited to:

- Final review of all properties to be assisted;
- Individual rehabilitation construction contracts approval authorization;
- Grievance and dispute resolution responsibilities;
- Long-term monitoring responsibilities to ensure that assisted properties remain the principal places of residence to the assisted property owners for the prescribed period tied to the community's financial assistance (i.e., the five-year receding forgivable loan); and
- Oversight of any recaptured funds received from any five-year receding forgivable loans that go into default.

CDBG Program Administrator: The primary responsibilities of the program administrator and/or housing inspector include, but are not limited to:

- Marketing of the program to applicants and contractors;
- Application intake on a first-come, first-serve basis and processing of them;
- Property and applicant eligibility determination processes;
- Verification of applicant information received documenting their eligibility to participate;
- Initial inspections;
- Work write-ups & Cost estimates
- Section 106 Historical clearances;
- Feasibility determinations;
- The determination of lead hazard reduction need for all assisted target housing (recall that this can only be accomplished by Iowa-certified Sampling Technicians, Lead Inspectors / Risk Assessors, or Elevated Blood Lead (EBL) Inspectors / Risk Assessors);
- Revisions and finalization of individual project work write-ups, as applicable;
- Contractor procurement;
- Contracting;
- Temporary relocation (as applicable);
- Construction supervision (inspections, change orders, contractor payments, lead hazard reduction oversight, etc.);
- Project completion, final inspection(s), clearance testing and final visual assessment (as applicable) and final acceptance;
- Grievance and dispute resolution responsibilities;
- Progress reporting to the Housing Committee, the community and the IEDA; and
- Submission of all reimbursement requests and other documents, as required by IEDA.

X. Lead Based Paint Requirements

The community will comply with HUD's lead hazard reduction requirements through the duration of the program.

All target housing properties assisted with the community's program funds must comply with HUD's Lead Safe Housing Regulations. All lead based paint hazards must be identified and subsequently addressed (reduced) in target housing assisted with the community's program funds. Lead hazard reduction activity will be conducted in conjunction and/or in combination with the rehabilitation work determined from the community's initial inspection and included in a final, revised work write-up prior to the procurement of a contractor.

The community may presume that assisted target housing contains lead-based paint and where lead-based paint is presumed to be present, testing of painted surfaces is not required. Where lead-based paint is presumed to be present, all painted surfaces disturbed during rehabilitation must be repaired and the lead hazard reduction need determined accordingly by the community's certified lead professional. Work items specified to reduce lead-based paint hazards presumed to contain lead-based paint will be considered as "standard treatments". The standard treatments specified in the work write-up, in addition to the rehabilitation work items, will include, or compensate for, the lead hazard reduction activity (standard treatments) needed.

Once all lead hazard reduction activity to be accomplished has been determined by the Community's certified lead professional, the community will include these work items in the initial inspection and work write-up that defines the rehabilitation work items to be accomplished. It is possible that one or more of the rehabilitation work items specified will effectively reduce or eliminate an identified (known or presumed) lead-based paint hazard(s). Where lead-based paint hazards will not be addressed with the specified rehabilitation work items, additional lead hazard reduction work items (i.e., interim controls or standard treatments) will need to be added to the rehabilitation work items. A final work write-up is then generated that incorporates all rehabilitation work items and all lead hazard reduction work items. This final work write-up will then be used for the procurement of a contractor(s) to do the work.

The community must retain all work write-ups and cost estimates and include them in the respective project files. Individual project cost estimates of the rehabilitation work items specified in the original work write-ups are the basis for determining what needs to be accomplished from a lead hazard reduction standpoint for each project.

The determination of lead-based paint hazards can only be accomplished by certain Iowa-certified lead professionals. Paint testing and risk assessments can only be accomplished by lead professionals certified in Iowa as Lead Inspectors / Risk Assessors or Elevated Blood Lead (EBL) Inspectors / Risk Assessors. The determination of presuming that lead-based paint is present in target housing may be made by lead professionals certified in Iowa as Sampling Technicians or Lead Inspectors / Risk Assessors or Elevated Blood Lead (EBL) Inspectors / Risk Assessors. The required clearance testing and final visual assessment that follows completion of projects where lead hazard reduction activity occurred (regardless of the estimated cost of rehabilitation) may be conducted by any of the certified lead professionals referenced above. The community will employ all necessary Iowa-certified lead professionals.

There are notification requirements associated with the identification of lead-based paint hazards in target housing assisted with program funds (and/or other HUD funds).

Where the community presumes that lead-based paint and/or lead-based paint hazards exist in assisted target housing, the community must convey to the assisted property owner the "Notification That Lead-Based Paint or Lead-Based Paint Hazards are Presumed to be Present" form. This notification must be conveyed to the assisted property owner no later than fifteen days after the presumption determination was made. A Visual Risk Assessment report must be prepared in accordance with the IDPH requirements.

Any rehabilitation work that disturbs painted surfaces (i.e., paint that is known or presumed to be lead-based paint) and any other lead hazard reduction activity not accomplished with the rehabilitation work items (excluding the allowable de minimis areas) can only be accomplished by contractors who have been trained in safe work practices.

All households will be provided the option of temporary relocation.

Households with children under six years of age and/or a pregnant woman (if known) must be temporarily relocated as described below in the Temporary Relocation Guide.

Households that will not have safe access to sleeping areas, bathroom, and kitchen facilities outside the sealed work area for more than an 8 hour daytime period must be temporarily relocated as described below in the Temporary Relocation Guide.

Households that are not required to temporarily relocate and do not choose temporary relocation will be required to vacate the house during the work hours and have no access to the worksite when in the house after work hours except for households where all occupants of the house are at least 62 years old.

Households that do not include any person under 62 years old and that have received complete disclosure of the nature of the work are not required to leave the house if there will be safe access to sleeping areas, bathroom, and kitchen facilities outside the sealed work area (worksite) and if each occupant of the house signs an "Elderly Waiver for Relocation."

Prior to the start of the lead hazard reduction work the worksite shall be sealed to prevent the release of leaded dust, and to contain lead-based paint chips and other debris from hazard reduction activities within the worksite until they can be safely removed.

The occupant's belongings shall be protected from contamination by lead-dust hazards and debris generated by work. The occupant's belongings shall either be moved to a safe and secure area outside of the containment area(s), or moved to the center of the workspace and covered with an impermeable covering with all seams and edges taped or otherwise sealed.

The household will be relocated to a suitable, safe / decent / sanitary living arrangement that is free of any lead-based paint hazards (post-1978 unit or clearance examination). Temporary relocation will continue to be provided until the interior lead-based paint related work has been completed, the work area(s) thoroughly cleaned (using HUD recommended specialized cleaning methods) and clearance testing and final visual assessment (interior or exterior) has been conducted with results achieved that meet IDPH standards. The community will not authorize entry or re-occupancy of the assisted property by the relocated household until all such work has been completed and successful clearance testing and final visual assessment results meeting IDPH standards has been achieved.

XI. Appeal/Complaint Procedure

Step 1: Any grievances or disputes arising between a property owner and the contractor(s) will initially be mediated by the CDBG Administrator or Housing Inspector. It is the grieving (or disputing) party's obligation to contact the community's program administrator and/or housing inspector with a detailed account of the issue(s) comprising the grievance or dispute. The program administrator and/or housing inspector will make a determination of resolution on the issue(s) brought to their attention and convey to both the property owner and the contractor a course of action to be taken, in what time frame, and by whom.

Step 2: Should either party contest the community's program administrator's and/or housing inspectors initial decision, a request for an appeal hearing by the community's Housing Committee may be made. This request must be made in writing. The Community's Housing Committee will set a date, time, and place for this appeal hearing and notify the parties of same. The Housing Committee will make their determination at, or shortly after, their meeting and convey their determination of resolution to the issue(s) raised, in writing, to both parties. The Housing Committee's determination will convey to both parties a course of action to be taken, in what time frame, and by whom.

Step 3: Should either party contest the Housing Committee's decision, a request to appeal this decision may be made to the community's governing body (i.e., mayor and city council; chair and board of supervisors; etc.). The decision of the community's governing body will be conveyed, in writing, to both parties. The governing body's determination will convey a course of action to be taken, in what time frame, and by whom. The decision of the community's governing body will be final and binding on all parties.

Step 4: In the event that the grievance or dispute remains unresolved to the satisfaction of either party, the right to file legal action remains the last and only recourse available to the grieving or disputing party.

Should a grievance or dispute arise between either the property owner or the contractor and the community's program administrator and/or housing inspector, the procedure to follow is the same as described above, except that Step 1 would be omitted.

Written grievances or disputes that are received by the IEDA directly (or indirectly) from a property owner, the contractor or a representative of the property owner or contractor will be forwarded to the community for resolution.

XII. Program Amendments

Amendments made to the Administrative Plan will be decided on and reviewed by the community, the Housing Committee and the CDBG Administrator. If a change is made, the CDBG Administrator will update the Administrative Plan, draft a memorandum noting the changes/updates and submit to IEDA for review & approval.

Change Orders will be originally submitted by the contractor with an itemized list of change items & prices. The CDBG Administrator's Housing Inspector will review the request & obtain both contractor & homeowner signature & approval. The Housing Inspector will also sign & approve the Change Order. The Change Order will then be submitted to the community for approval & signature. Once the Change Order work is completed by the contractor & inspected, it will be added to either the partial or final invoice and payment.

XIII. Conflicts of Interest

The city will refer to 24. CFR.570.611 (CDBG regulations on conflicts of interest) should a potential conflict of interest arise and follow guidance provided in these regulations.

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The following relocation policies shall be followed:

- 1) Relocation shall be required under the following circumstances:
 - a. When the residence is undergoing work that disturbs areas that have or are presumed to have lead based paint.
 - b. When safe access to, and use of, sleeping areas, bathrooms and kitchen facilities is not available for period of at least eight (8) consecutive hours.
 - c. When occupancy of the residence is not reasonable due to the presence of lead hazards, excessive noise, excessive airborne particles, electrical hazards, lack of heat, lack of running water, plumbing issues, lack of ingress/egress or any other reasons as verified by the program administrative entity and rehabilitation technician.
 - d. NOTE: Households participating in the program in which all occupants are sixty-two (62) years of age or older are NOT required to leave the home if there will be safe access to sleeping areas, bathroom and kitchen facilities and if each occupant of the home signs an Elderly Waiver of Relocation form.
- 2) Contractors will be required to provide a minimum of five (5) working days notice prior to relocation being required.
- 3) Contractors shall notify residents within not more than one (1) working day of when the home has been certified for re-occupancy by the program administrative entity and rehabilitation technician.
- 4) All relocation units will be selected by the program administrator in consultation with the displaced persons and will be suitable, safe, decent and similarly accessible and must be constructed after January 1, 1978. All units will be inspected by the program administrative entity and rehabilitation technician prior to being approved for relocation. Units should be in as close a proximity to the permanent residence as feasible.
- 5) It is anticipated that temporary relocation will typically be for duration of five (5) to ten (10) working days. A provision will be placed in all rehabilitation contracts deducting temporary relocation costs from payments due the contractor beginning immediately after the tenth (10th) working day of relocation.
- 6) The City/County will, through the CDBG program, cover the following relocation related expenses:
 - a. Cost of lodging, (rent, lease, hotel/motel).
 - b. Cost of storage of essential household goods as needed.
 - c. Per diem cost of food if no cooking facilities are available on site.
 - d. Cost of utilities, (if applicable).
 - e. Cost of moving, (if applicant is incapable of moving without assistance).
 - f. Aggregate relocation costs shall be capped at \$_____/household.
 - g. Payments will be based upon actual costs incurred within not later than 20 days of the local government's receipt of proper expense documentation



Board of Adjustment Appointments

Application for
BOARD or COMMISSION
Appointment

Name: _____

Address: _____

Phone: _____ Email: _____ Gender: ☐ Male ☐ Female

I would like to volunteer to serve on the:

____ Board of Adjustment

____ Parks & Recreation Commission

____ Board of Appeals

____ Planning & Zoning Commission

____ Cemetery Board

____ Telecommunications Commission

____ Citizen Task Force

____ Tree and Storm Water Board

____ Library Board of Trustees

Place of employment and position:

Are you a citizen 18 years of age or older? ☐ YES ☐ NO


Are you a resident of North Liberty? ☐ YES ☐ NO

Length of residence in North Liberty: _____

Please give a brief statement of why you would like serve on this Board or Commission:

Please note any real estate, business or commercial interests within the City, other than your primary residence, for the purpose of identifying any actual or potential conflicts of interest:

Please give any other background or personal information that you feel would be helpful to the City Council in making their decision:

Signature of Applicant:  _____ Date: _____

Application for
BOARD or COMMISSION
Appointment

Name: Laura Hefley

Address: 620 Jessie St

Phone: 319-936-4158 Email: laurabghefley@gmail.com Gender: ☐ Male ☒ Female

I would like to volunteer to serve on the:

☒ Board of Adjustment

☐ Board of Appeals

☐ Cemetery Board

☐ Citizen Task Force

☐ Library Board of Trustees

☐ Parks & Recreation Commission

☐ Planning & Zoning Commission

☐ Telecommunications Commission

☐ Tree and Storm Water Board

Place of employment and position:

University of Iowa, Free Radical & Radiation Biology Program, Secretary III

Are you a citizen 18 years of age or older? ☒ YES ☐ NO

Are you a resident of North Liberty? ☒ YES ☐ NO

Length of residence in North Liberty: 16

Please give a brief statement of why you would like serve on this Board or Commission:

I enjoy volunteering and being part of the community. I feel this is an excellent way to learn more about the city of North Liberty and the ways in which this committee would facilitate in that process. Moreover, learning more about rules and regulations concerning the city zoning codes and whether requests deviate outside of this norm is a challenge I look forward to.

Please note any real estate, business or commercial interests within the City, other than your primary residence, for the purpose of identifying any actual or potential conflicts of interest:

Please give any other background or personal information that you feel would be helpful to the City Council in making their decision:

I also serve as a Board of trusty Board of Trustees member for the North Liberty library

Signature of Applicant:  Date: 7/14/21



Solum Lang Architects, LLC Site Plan



August 3, 2021

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

Re: Request of Solum Lang Architects, LLC to approve a Site Plan for new dental office on .66 acres of property located on the east side of Jordan Street approximately 300 feet south of Ashley Court (1400 Jordan Street).

Mayor Donahue:

The North Liberty Planning Commission considered the above-reference request at its August 3, 2021 meeting. The Planning Commission took the following action:

Findings:

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

Recommendation:

The Planning Commission accepted the two listed findings and forwards the request for site plan 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 30, 2021**
Re **Request of Solum Lang Architects, LLC to approve a Site Plan for new dental office on .66 acres of property located on the east side of Jordan Street approximately 300 feet south of Ashley Court (1400 Jordan Street).**

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

Ryan Heiar, City Administrator

Tracey Mulcahey, Assistant City Administrator

Grant Lientz, City Attorney

Tom Palmer, City Building Official

Kevin Trom, City Engineer

Ryan Rusnak, Planning Director

Request Summary:

The site plan proposes to construct a 4,080 square foot dental office and related infrastructure.

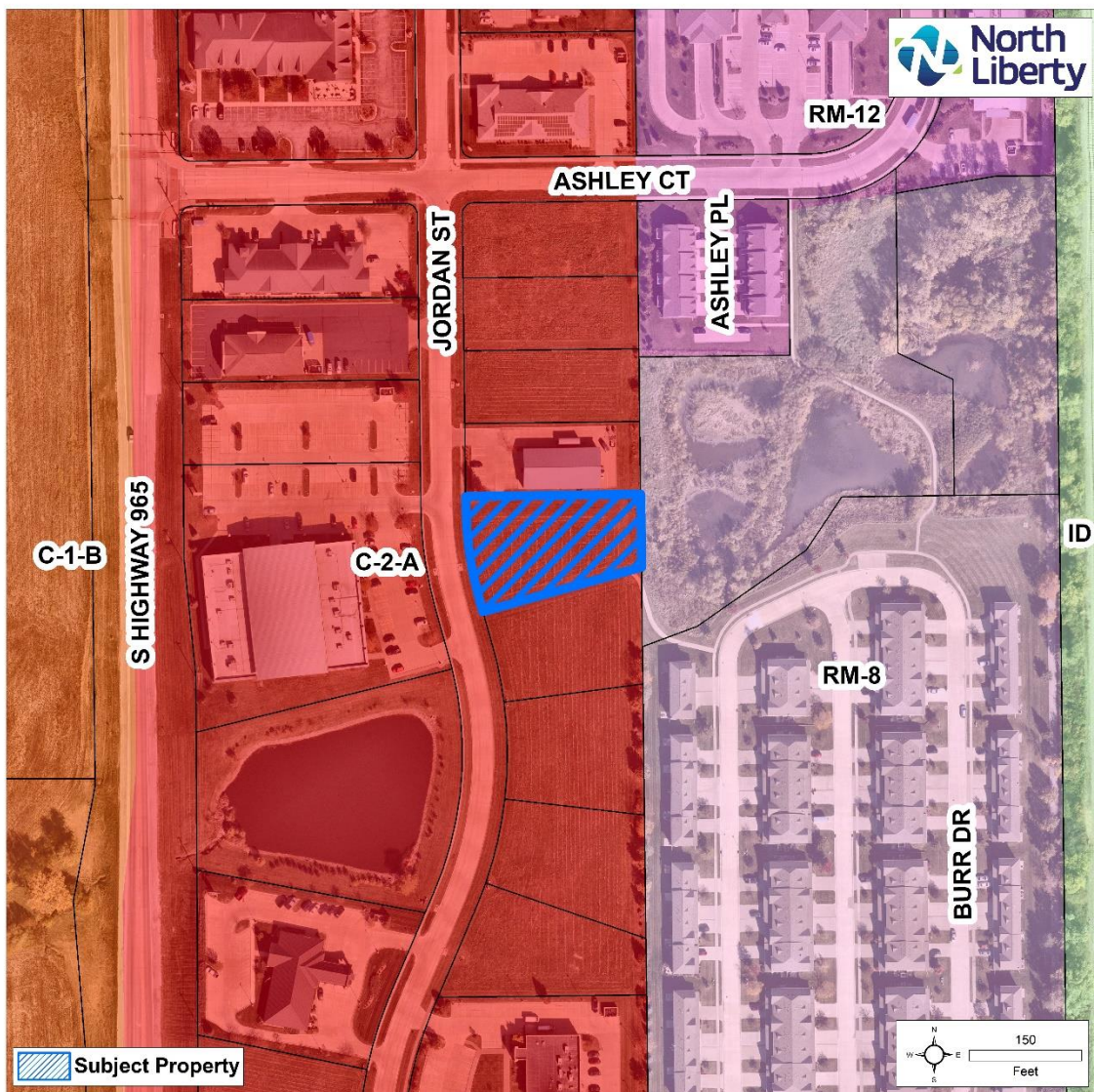


Existing Zoning:

The property is currently zoned C-2-A Highway Commercial District.

C-2-A Description:

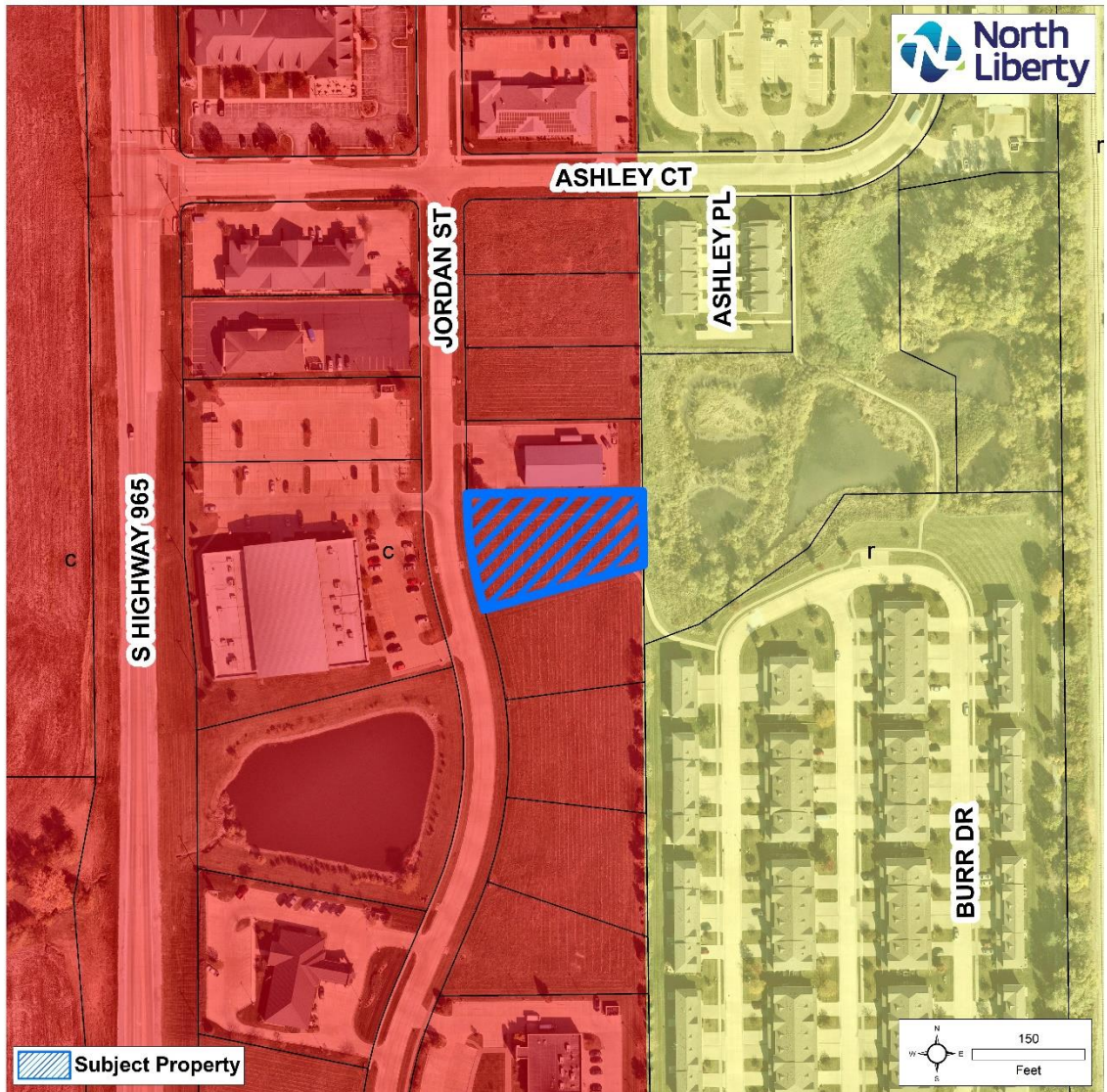
The C-2-A Highway Commercial District is intended to provide for those commercial uses which may take particular advantage of a highway location and/or due to size or other nuisance constraints may be incompatible with the predominantly retail uses permitted in the C-1-A and C-1-B Commercial Districts,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



Consistency with Comprehensive Plan:

The property is designated Commercial on the Future Land Use Map.

The C-2-A zoning is consistent with the Commercial designation.



Approval Standards:

Section 165.04(2) of the North Liberty Code of Ordinances entitled, "Site Plan Requirements" sets forth the approval standards (Ordinance language in *italics* and staff analysis in **bold**).

2. *Site Plan Requirements. Site plans, which are required for review and approval for any use in any district or elsewhere by this code, shall comply with and illustrate the following:*

- D. *All site plans shall clearly illustrate the general methods of development, design, special distribution, location, topography (both existing and proposed), soil erosion control measures, relationship to flood overlay zones, and such other information as necessary to show compliance with the requirements of this code. A preliminary site plan may be submitted for preliminary land use approval; however, the final site plan required by this code shall be submitted, reviewed, and approved prior to the issuance of building or construction permits.*

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

- E. *The site plan shall include the following legal information:*

- (1) *Legal property owner's name and description of property.*
- (2) *Applicant's name, requested land use, and zoning.*
- (3) *If the applicant is other than the legal owner, the applicant's interest shall be indicated and the legal owner's authority to appeal shall be certified.*

This information has been provided on sheet 120.

- F. *The site plan shall clearly illustrate in color perspective and enumerate the following information:*

- (1) *Property boundary lines, dimensions, and total area.*

This information has been provided on sheet 120.

- (2) *Contour lines at intervals of not more than five feet, City datum. If substantial topographic change is proposed, the existing topography shall be illustrated on a separate map and the proposed finished topography shown on the final site plan.*

This information has been provided on sheet 140.

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

This information has been provided on sheet 160.

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

This information has been provided on the architectural renderings.

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

This information has been provided on sheet 120. The building would be 4,080 square foot in area.

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

This information has been provided on sheet 120.

- (7) *The proposed location of identification signs. An identification sign is defined as a sign displaying the name, address, insignia or trademark, and occupant of a building or the name of any building on the premises. Installation shall be in accordance with the Chapter 173 of this code.*

This information has been provided on the architectural renderings.

- (8) *A vicinity sketch showing detailed adjacent land uses within 500 feet of the property and general existing land uses within 1,000 feet of the property.*

This information has been provided on sheet 120.

- (9) *Existing buildings, right-of-way, street improvements, utilities (overhead or underground), easements, drainage courses, vegetation and large trees, etc.*

This information has been provided on sheets 120 and 160.

- (10) *Parking areas, number of parking spaces proposed, number of parking spaces required by this code, type of surfacing to be used, etc.*

This information has been provided on sheet 120.

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

Walkways and driveways are shown on sheet 120 and the lighting plan.

No walls, fences, monuments or statues are proposed.

- (12) *Location and type of all plants, grass, trees, or ground cover to be used in the landscape. Landscaping shall be illustrated in elevation and color perspective with the size and exact names of plants, shrubs, or trees to be planted clearly indicated.*

This information has been provided on sheet L100.

(13) Walls, fences or other artificial screens to be used as buffers shall be shown in elevation and color perspective with proposed height and structural material to be used indicated. See Section 169.02 for the guidelines concerning landscaping.

Walls, fences or other artificial screens are not proposed.

(14) Traffic considerations, architectural themes, pedestrian movement, etc., and all other considerations pertinent to the proposed use may be requested for illustration or statistical purposes.

There are no traffic concerns. There is a dedicated pedestrian walkway to the Jordan Street sidewalk.

(15) The methods of compliance with all applicable flood plain development standards and flood (overlay) districts as contained in this code.

The subject property is not located within a flood hazard area.

Additional Considerations:

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

Section 169.12

1. Requirements for All Districts. The following requirements shall be observed for all development in all districts:

A. Building design shall be visually harmonious and compatible with the neighborhood character.

It is staff's opinion that the building design would be visually harmonious and compatible with the area. The building would contain window glazing, masonry and board and batten siding.

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

This is not applicable.

C. Buildings shall have a consistent architectural style throughout the development on each lot, as defined by repetition of exterior building material and colors, and architectural elements.

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

- D. *Except for the ID, RS RD and R-FB districts, color schemes shall be primarily based on earth tones. Earth tone colors include colors from the palette of browns, tans, greys, greens, and red. Earth tone colors shall be flat or muted. Building trim and accent areas may feature non-earth tone and brighter colors. In any district, the use of high intensity colors, neon or fluorescent color and neon tubing is prohibited.*
The building would be grey in color.
- E. *Special attention shall be taken to incorporate external mechanical equipment into the design such that it does not detract from the aesthetics of the site and building.*
At most, an exterior cooling condenser would be located outside of the building. This will need to be screened by the landscaping.
- F. *Except in the R-FB district, a minimum roof pitch of 5:12 shall apply to gable, hip, or shed roofs. This does not apply to portions of a roof that are separate from the structure's primary roof. The color of the roof shall be visually harmonious and compatible with the building color scheme.*
The building would achieve consistency with this requirement.
- G. *Roof top equipment shall be screened.*
No rooftop equipment is proposed.
- H. *Reflective surfaces that may cause glare or traffic hazards are not acceptable.*
Reflective surfaces are not proposed.
4. *Requirements for Development in Office and Commercial Zoning Districts.*
- A. *Commercial zoning districts are intended to enhance public welfare by providing for safe, convenient, high quality pedestrian-oriented commercial centers that contribute to community identity as energetic and attractive focus points. Through development and redevelopment within these districts, the city recognizes the importance of creating high quality development areas to the quality of life for residents of the city, the impact quality development has on the image of the community, and the need to provide restrictions and guidelines to enhance visual appearance and functionality. The objectives addressed through these regulations include the following:*

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

The building would contain window glazing, masonry and board and batten siding. It is staff's opinion that the proposed design achieves consistency with this design standard.

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

There is a dedicated pedestrian walkway to the Jordan Street sidewalk. This leads to an outdoor seating area.

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

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

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

This is a single-use site.

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

- (1) *Site Layout Requirements.*

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

This is a single-use site. However, there is a dedicated pedestrian walkway to the Jordan Street sidewalk. This leads to an outdoor seating area.

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

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

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

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

(2) *Building Materials and Design Requirements.*

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

The building would contain window glazing, masonry (at least 60%) and board and batten siding.

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

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

Section 169.13

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

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

4. *Yards, Ground Cover, and Landscaping. Established grass, either sod or seed, is required for all yards for all new buildings and additions over 500 square feet in area, in addition to trees and screening that may also be required by other code sections, prior to occupancy.*

B. *Tree Requirements for Commercial, Office Park, or Industrial Development. For each Commercial, Office Park, or Industrial Development, one tree will be shown for every 2,000 square feet of building footprint.*

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

Staff Recommendation:

Findings:

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

Recommendation:

Staff recommends the Planning Commission accept the two listed findings and forward the request to approve a Site Plan on approximately .66 acres for a new dental office at 1400 Jordan Street to the City Council with a recommendation for approval.



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ENVIRONMENTAL SPECIALISTS

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

www.mmsconsultants.net

Date	Revision
07/26/21	PER CITY COMMENTS - KJCKLE

SITE LAYOUT AND DIMENSION PLAN

CORRIDOR COMMERCIAL -PART TWO A, LOT 24 NORTH LIBERTY JOHNSON COUNTY IOWA

MMS CONSULTANTS, INC.

Date: 07-01-2021
Designed by: KJC Field Book No: 1319
Drawn by: KLE Scale: 1"=20'
Checked by: KJB Sheet No:
Project No:

C120

7410-003

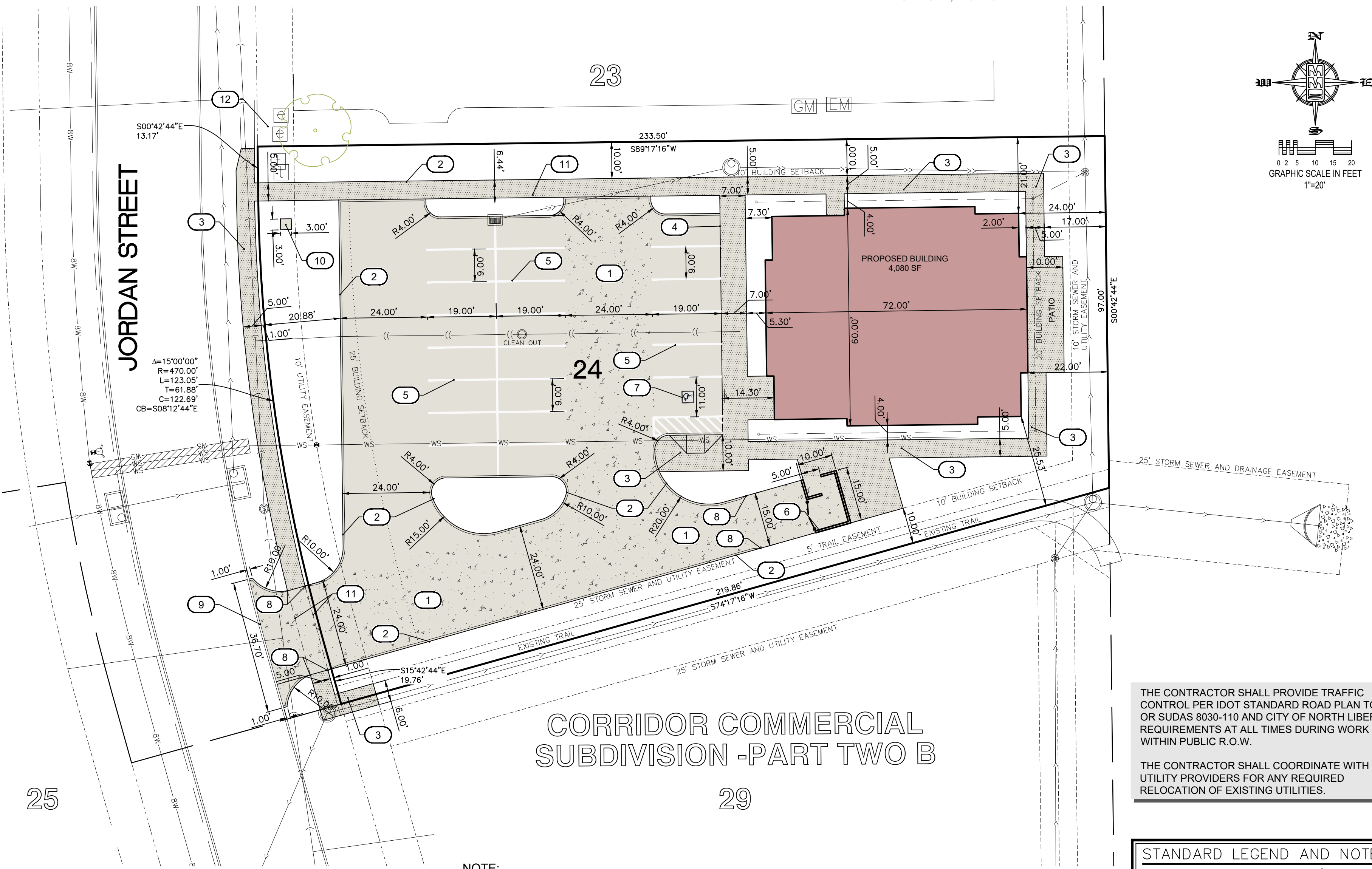
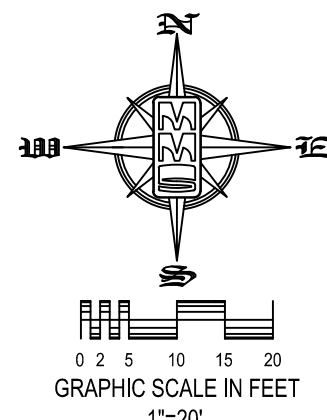
SITE PLAN CORRIDOR COMMERCIAL -PART TWO A, LOT 24 NORTH LIBERTY, JOHNSON COUNTY, IOWA

PLAT PREPARED BY:
MMS CONSULTANTS INC.
1917 S. GILBERT STREET
IOWA CITY, IA 52240

APPLICANT:
SOLUM LANG ARCHITECTS, LLC
1101 OLD MARION RD NE
CEDAR RAPIDS, IA 52402

APPLICANT'S ATTORNEY:
MATT HEKTOEN
115 3RD STREET, SUITE 1200
CEDAR RAPIDS, IA 52401

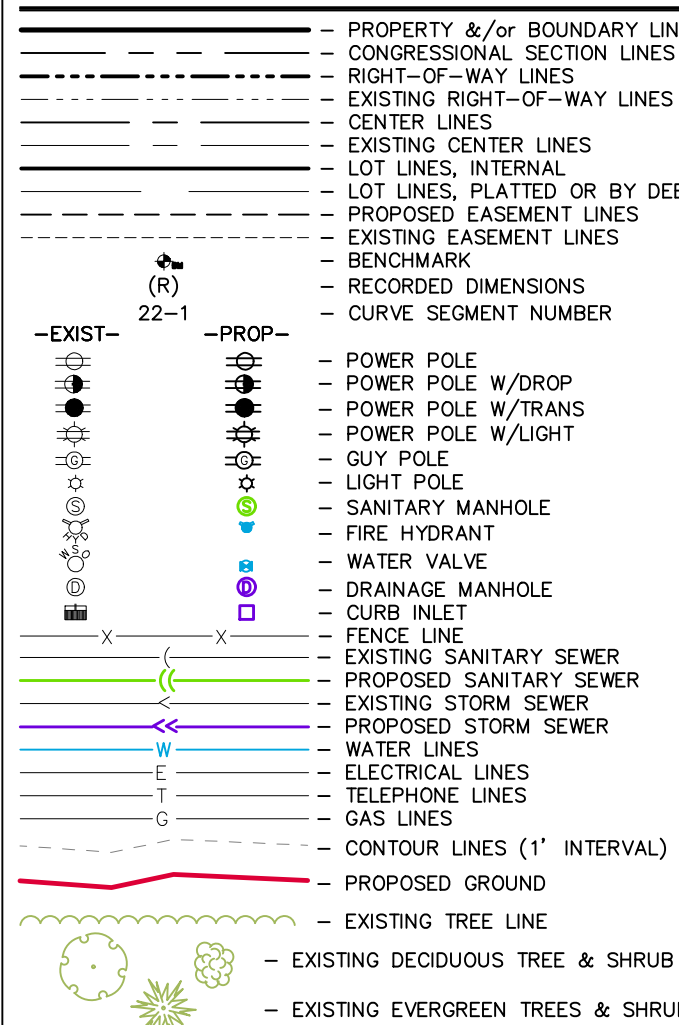
OWNER:
CORRIDOR COMMERCIAL
DEV CO
711 S. GILBERT STREET
IOWA CITY, IA 52240



THE CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL PER IDOT STANDARD ROAD PLAN TC-419 OR SUDAS 8030-110 AND CITY OF NORTH LIBERTY REQUIREMENTS AT ALL TIMES DURING WORK WITHIN PUBLIC R.O.W.

THE CONTRACTOR SHALL COORDINATE WITH UTILITY PROVIDERS FOR ANY REQUIRED RELOCATION OF EXISTING UTILITIES.

STANDARD LEGEND AND NOTES



THE ACTUAL SIZE AND LOCATION OF ALL PROPOSED FACILITIES SHALL BE VERIFIED WITH CONSTRUCTION DOCUMENTS, WHICH ARE TO BE PREPARED AND SUBMITTED SUBSEQUENT TO THE APPROVAL OF THIS DOCUMENT.

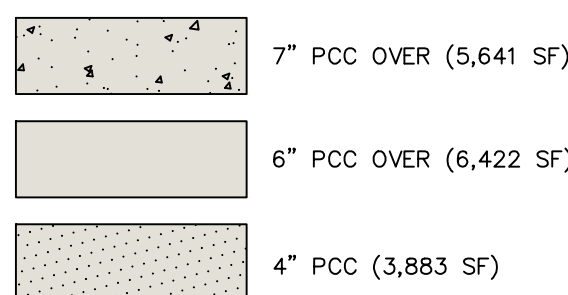
NOTE:

CONSTRUCTION SHALL CONFORM TO PLANS AND DETAILS PREPARED FOR THIS PROJECT BY MMS CONSULTANTS, INC. AS WELL AS CONFORM TO THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) MANUAL. CONSTRUCTION SHALL ALSO CONFORM TO THE CURRENT CITY OF NORTH LIBERTY DESIGN STANDARDS, WHICH SHALL SUPERSEDE PLANS AND DETAILS PROVIDED BY MMS CONSULTANTS.

SHEET INDEX

C120	SITE LAYOUT AND DIMENSION PLAN
C140	EROSION CONTROL, SWPPP AND SITE GRADING PLAN
C160	SITE UTILITY PLAN
C500	GENERAL NOTES AND DETAILS
L100	SITE LANDSCAPE PLAN

PAVING LEGEND



INCLUDING OFFSITE PAVING

BENCHMARK INFORMATION

POINT	ELEVATION	DATUM	DESCRIPTION
205	763.793	NAVD88	ARROW BOLT ON HYDRANT ON THE WEST SIDE OF JORDAN STREET IN FRONT OF ANDERSON CHIROPRACTIC. NORTHING: 635025.14 EASTING: 2157311.51 MMS POINT 205.

HORIZONTAL CONTROL

POINT	NORTHING	EASTING	DESCRIPTION
H1	635255.06	2157336.89	CUT AN "X" ON SOUTHEAST CORNER OF INTAKE ALONG THE EAST SIDE OF JORDAN STREET NORTH OF RAGE GRAPHIC. MMS POINT 200.
H2	634883.03	2157351.09	CUT AN "X" ON TOP OF INTAKE ALONG WEST SIDE OF JORDAN STREET SOUTH OF ANDERSON CHIROPRACTIC. MMS POINT 207.

CORRIDOR COMMERCIAL -PART TWO A, LOT 24 NORTH LIBERTY, IOWA



LOCATION MAP
NOT TO SCALE

LEGAL DESCRIPTION

LOT 24 OF CORRIDOR COMMERCIAL SUBDIVISION - PART TWO A, NORTH LIBERTY, IOWA, IN ACCORDANCE WITH THE PLAT THEREOF, CONTAINING 0.66 ACRES, AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

PROPOSAL

APPLICANT PLANS TO DEVELOP DENTAL OFFICE ON THE 0.66 ACRE SITE.

DEVELOPMENT SCHEDULE

PHASE	AREA OF WORK	LAND USE TYPE(S)	CONSTRUCTION PERIOD
1 OF 1	LOT 24	MEDICAL OFFICE	FALL 2021 THRU SUMMER 2022

DEVELOPMENT CHARACTERISTICS

CURRENT ZONING IS C-2-A
SETBACK REQUIREMENTS
BUILDING SETBACKS: REQUIRED
FRONT YARD 25 FEET
SIDE YARD 10 FEET
REAR YARD 20 FEET

MINIMUM LOT REQUIREMENTS

MINIMUM LOT SIZE NONE
LOT FRONTAGE 35 FEET
LOT WIDTH 35 FEET
MAXIMUM BUILDING HEIGHT 35 FEET OR 2.5 STORIES

LOT CHARACTERISTICS

LOT AREA 28,895 SF (100%)(0.66 AC)
BUILDING AREA - PROPOSED 4,080 SF (14.12%)
PAVING AREA - PROPOSED 14,844 SF (51.37%)
GREEN SPACE AREA 9,971 SF (34.51%)

LAND USE INTENSITY CALCULATIONS

FLOOR AREA(FA) / LAND AREA(LA) = FLOOR AREA RATIO(FAR)
BUILDING SF(FA) = 4,080 SF
LAND AREA SF = 28,895 + 9,971 = 38,866 SF (LA)
4,080 SF(FA) / 38,866 SF(LA) = 0.10 (PROPOSED FAR)
1.0 (MAXIMUM FAR)

PARKING REQUIREMENTS

DENTAL OFFICE (4,080 SF) 1 SPACE / 200 SF OF FLOOR AREA = 21 SPACES

SPACES REQUIRED: 21 SPACES (1 ADA)
SPACES PROVIDED: 22 SPACES (1 ADA)

NOTE: ACCESS ROADS NEED TO BE DESIGNED TO SUPPORT FIRE APPARATUS WEIGHTING AT LEAST 75,000 LBS.

UTILITY COMPANY CONTACTS

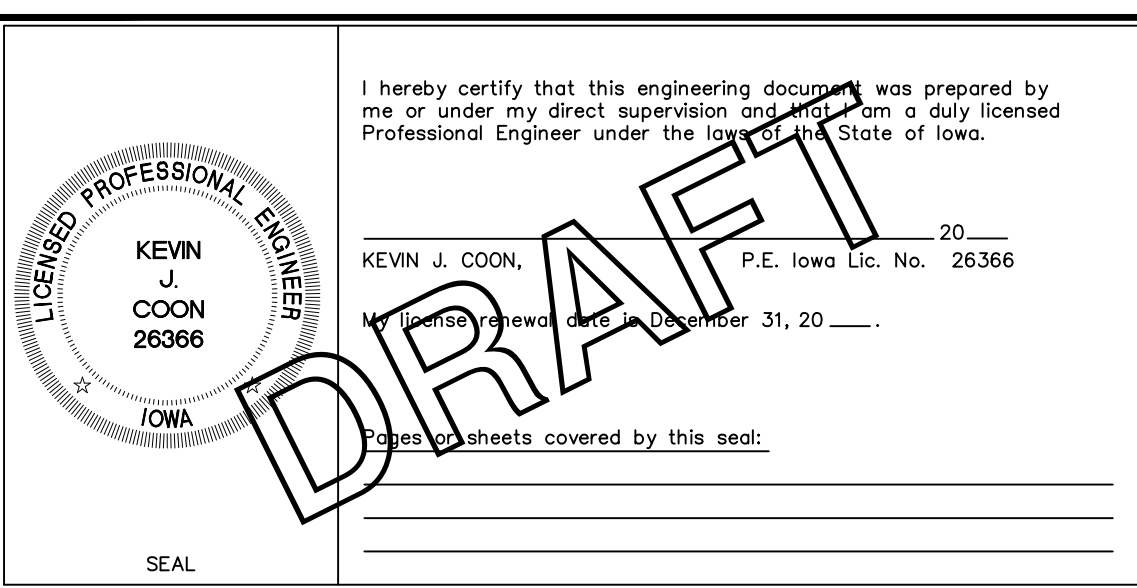
SERVICE	SUPPLIER	PHONE NO.
NATURAL GAS	MIDAMERICAN GAS Contact Name : Carson Hemphill	319-341-4461
ELECTRIC	Linn County REC Contact Name : Johna Nunemaker	319-377-1587
WATER	CITY OF NORTH LIBERTY WATER Contact Name : Tom Palmer	319-626-5736
WASTEWATER	CITY OF NORTH LIBERTY WASTEWATER Contact Name : Tom Palmer	319-626-5736
COMMUNICATIONS	SOUTH SLOPE Contact Name: Brian Freese	319-227-7111
INTERNET/TV	MEDIACOM Contact Name: CARL NORTON	319-594-6201
NETWORK	AT&T TRANSMISSION Contact Name: LENNY VOHS	816-275-4014

NOTE: THE CONTACTS LISTED WERE PROVIDED BY IOWA ONE CALL SERVICE.

UTILITIES

THE CONTRACTOR SHALL NOTIFY IOWA ONE CALL AT 811 OR 800/292-8889 NO LESS THAN 48 HRS. IN ADVANCE OF ANY DIGGING OR EXCAVATION.

WHERE PUBLIC UTILITY FIXTURES ARE SHOWN AS EXISTING ON THE PLANS OR ENCOUNTERED WITHIN THE CONSTRUCTION AREA, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNERS OF THOSE UTILITIES PRIOR TO THE BEGINNING OF ANY CONSTRUCTION. THE CONTRACTOR SHALL AFFORD ACCESS TO THESE FACILITIES FOR NECESSARY MODIFICATION OF SERVICES. UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS, AND THEREFORE THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN OR SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATION AND TO AVOID DAMAGE THERETO. NO CLAIMS FOR ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH WORK.





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Date	Revision
07/26/21	PER CITY COMMENTS - KJCKLE

SITE LANDSCAPE PLAN

CORRIDOR COMMERCIAL -PART TWO A, LOT 24 NORTH LIBERTY JOHNSON COUNTY IOWA

MMS CONSULTANTS, INC.

Date: 07-01-2021
Designed by: KJC Field Book No: 1319
Drawn by: KLE Scale: 1"=20'
Checked by: KJB Sheet No:
Project No: L100

7410-003

SITE PLAN CORRIDOR COMMERCIAL -PART TWO A, LOT 24 NORTH LIBERTY, JOHNSON COUNTY, IOWA

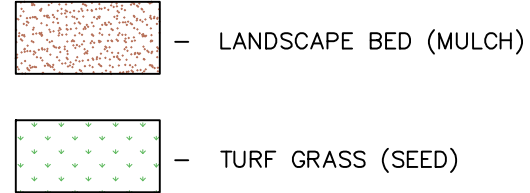
PLAT PREPARED BY:
MMS CONSULTANTS INC.
1917 S. GILBERT STREET
IOWA CITY, IA 52240

APPLICANT:
SOLUM LANG ARCHITECTS, LLC
1101 OLD MARION RD NE
CEDAR RAPIDS, IA 52402

APPLICANT'S ATTORNEY:
MATT HEKTOEN
115 3RD STREET, SUITE 1200
CE3DAR RAPIDS, IA 52401

OWNER:
CORRIDOR COMMERCIAL
DEV CO
711 S. GILBERT STREET
IOWA CITY, IA 52240

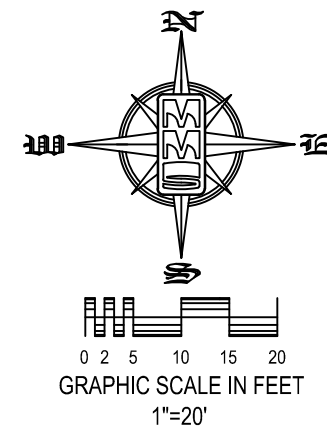
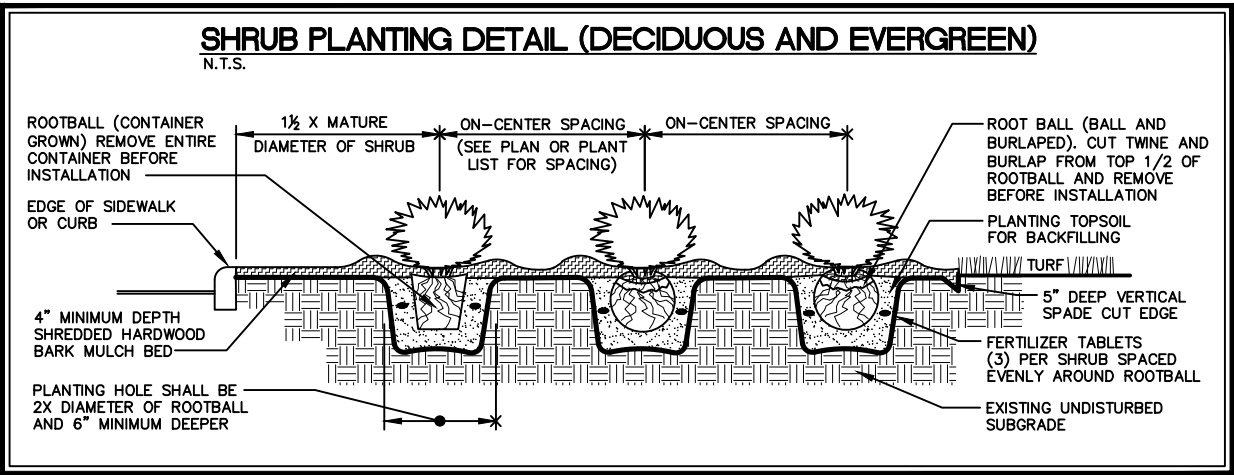
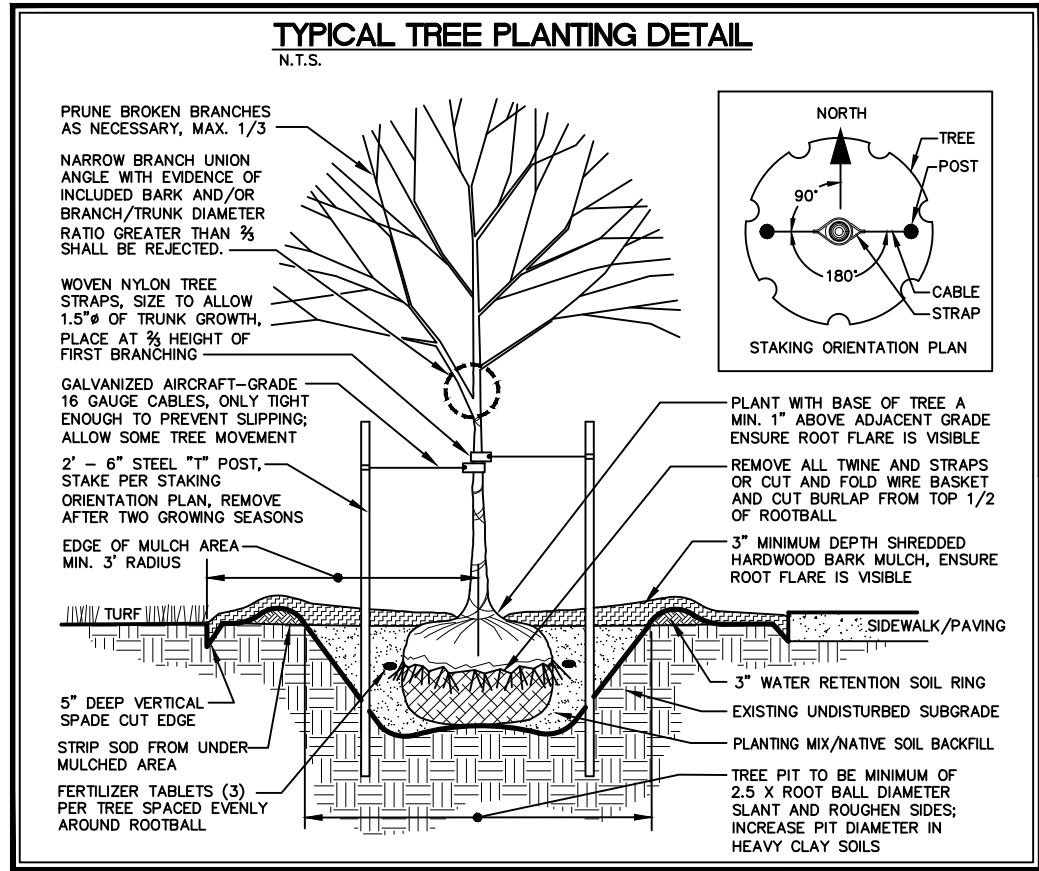
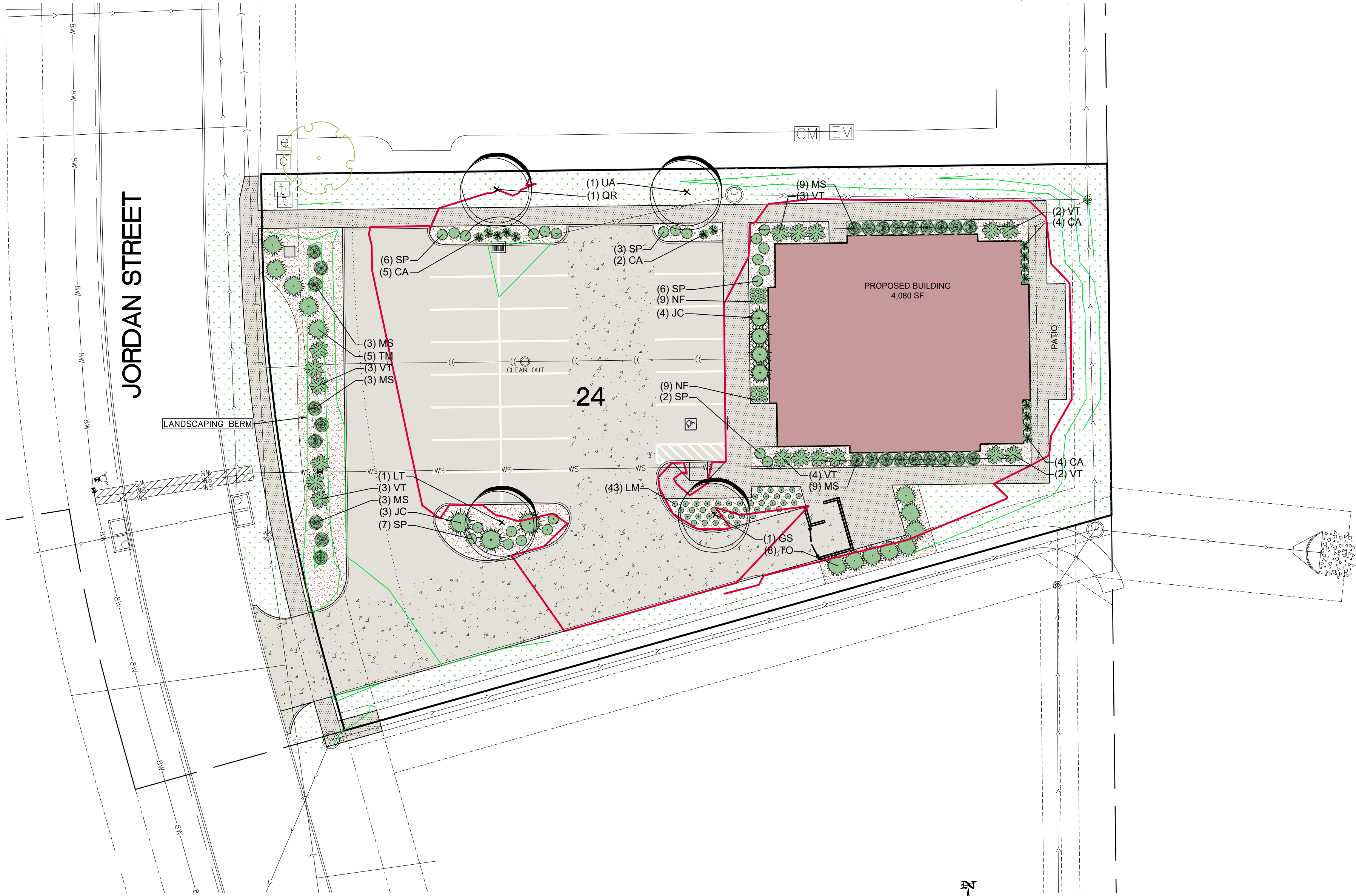
LANDSCAPE LEGEND:



LANDSCAPE REQUIREMENTS:

- 1 TREE FOR EVERY 2,000 SF OF BUILDING FOOTPRINT.
- 4,080 / 2,000 = 2 TREES REQUIRED
4 TREES PROVIDED
- 1 TREE WITHIN 40' OF EVERY PARKING SPACE OR PORTION THEREOF.
- PROVIDED
- PARKING LOT AREA SCREENING FROM PUBLIC VIEW.
- PROVIDED
- SCREENING OF MECHANICAL AND TRASH ENCLOSURES.
- PROVIDED

PLANT LIST - TREES					
QTY	KEY	BOTANICAL NAME	COMMON NAME	INSTALL SIZE	NATURE SIZE
1	OS	BLEDISIA TRICANTHOS INTERMIS 'SKYLINE'	SKYLINE THORNLESS MONEYLOCUST	2" GAL	D & D 60" X 90"
1	LT	LIRIODENDRON TULIPIFERA	TULIPTREE	2" GAL	D & D 80" X 50"
1	QR	QUERCUS RUBRA	RED OAK	2" GAL	D & D 70" X 90"
1	UA	ULMUS AMERICANA NEW HARMONY	NEW HARMONY ELM	2" GAL	D & D 70" X 90"
PLANT LIST - SHRUBS, PERENNIALS, ORNAMENTAL GRASSES & GROUNDCOVER					
QTY	KEY	BOTANICAL NAME	COMMON NAME	INSTALL SIZE	NATURE SIZE
15	CA	CALAMAGROSTIS x ACUTIFLORA KARL FÖRSTER	KARL FÖRSTER FEATHER REED GRASS	15" HT.	CONT. 4' X 91"
3	JS	JUNIPERUS CHINENSIS 'SEA GREEN'	SEA GREEN JUNIPER	15" HT.	CONT. 4' X 6"
4	JC	JUNIPERUS CONFERTA 'BLUE PACIFIC'	BLUE PACIFIC JUNIPER	6" HT.	CONT. 9" X 5"
43	LM	LIRIOPE MUSCARI 'BIG BLUE'	BIG BLUE LILY TURF	8" HT.	CONT. 18" X 2'
27	MS	MISCANTHUS SINENSIS 'GRACILLIMUS'	GRACILLIMUS MAIDEN GRASS	24" HT.	CONT. 4' X 4"
18	NF	NEPETA x FASSENII 'WALKER'S LOW'	WALKER'S LOW CATMINT	6" HT.	CONT. 18" X 18"
24	SP	SPIRAEA JAPONICA 'LITTLE PRINCESS'	LITTLE PRINCESS SPIREA	12" HT.	CONT. 2' X 5"
5	TM	TAXUS x MEDIA DENSIFORMIS	DENISE YEW	15" HT.	CONT. 3' X 5"
8	TO	THUJA OCCIDENTALIS 'WOODWARDII'	GLOBE ARBORVITAE	15" HT.	CONT. 5' X 5"
17	VT	VIBURNUM TRILOBUM 'COMPACTA'	COMPACT AMERICAN GRANDBERRY BUSH VIBURNUM	24" HT.	CONT. 5' X 5"



SHEET INDEX

C120	SITE LAYOUT AND DIMENSION PLAN
C140	EROSION CONTROL, SWPPP AND SITE GRADING PLAN
C160	SITE UTILITY PLAN
C500	GENERAL NOTES AND DETAILS
L100	SITE LANDSCAPE PLAN

UTILITIES

THE CONTRACTOR SHALL NOTIFY IOWA ONE CALL AT 811 OR 800/292-8989 NO LESS THAN 48 HRS. IN ADVANCE OF ANY DIGGING OR EXCAVATION.

WHERE PUBLIC UTILITY FIXTURES ARE SHOWN AS EXISTING ON THE PLANS OR ENCOUNTERED WITHIN THE CONSTRUCTION AREA, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNERS OF THOSE UTILITIES PRIOR TO THE BEGINNING OF ANY CONSTRUCTION. THE CONTRACTOR SHALL AFFORD ACCESS TO THESE FACILITIES FOR NECESSARY MODIFICATION OF SERVICES. UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS, AND THEREFORE THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN OR SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATION AND TO AVOID DAMAGE THERETO. NO CLAIMS FOR ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH WORK.







MATERIAL LEGEND

- Board & Batten Cement Board Siding
- Stone Veneer
- Glazing & Storefront Framing

Material Totals
Stone/Masonry: 61%
Siding: 39%
Glazing omitted in calcs per zoning code.





MATERIAL LEGEND



Board & Batten Cement
Board Siding



Stone Veneer



Glazing & Storefront Framing

Material Totals

Stone/Masonry: 61%

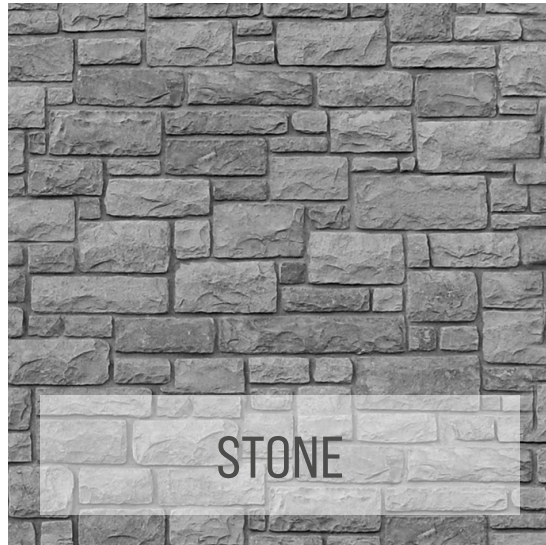
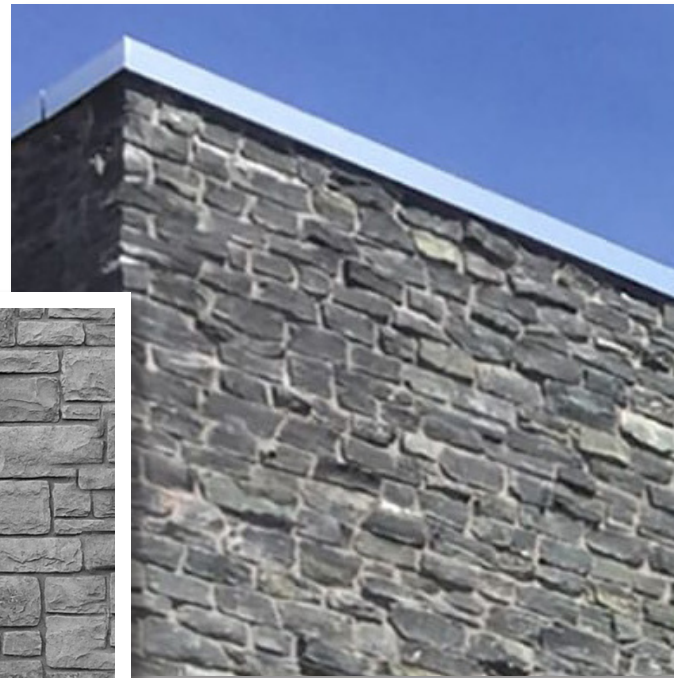
Siding: 39%

Glazing omitted in calcs per zoning code.

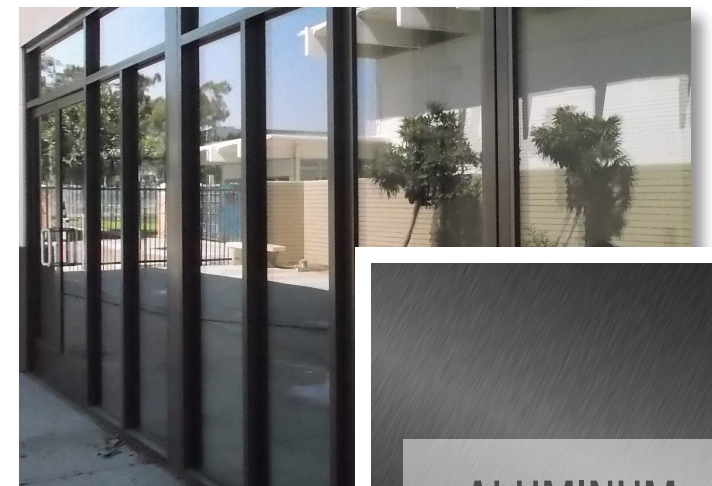
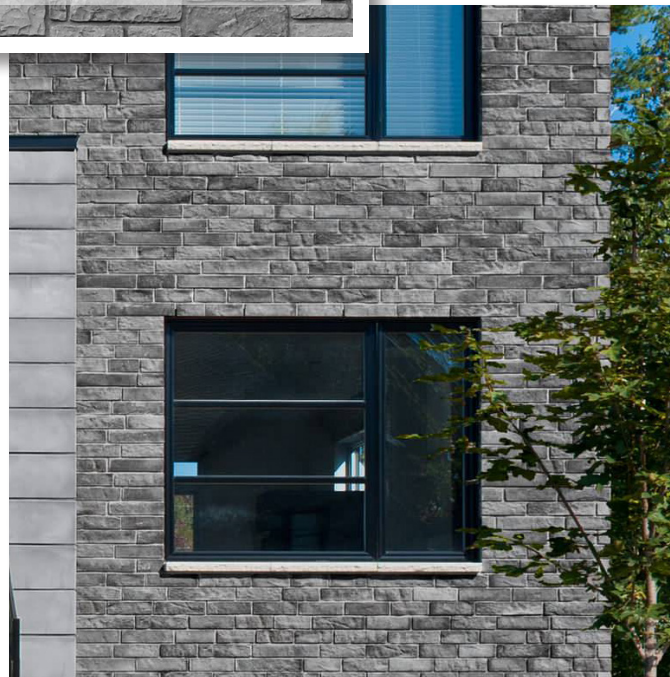




BOARD & BATTEN
SIDING



STONE



ALUMINUM
STOREFRONT



Resolution No. 2021-78

**RESOLUTION APPROVING THE DEVELOPMENT SITE PLAN
FOR LOT 24, CORRIDOR COMMERCIAL SUBDIVISION – PART
TWO A, NORTH LIBERTY, IOWA**

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

WHEREAS, the applicant, Solum Lang Architects, LLC, has filed with the City Clerk a development site plan;

WHEREAS, the property is described as:

Lot 24 of Corridor Commercial Subdivision – Part Two A, North Liberty, Iowa, in accordance with the Plat thereof, containing 0.66 acres and subject to easements and restrictions of record.

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

WHEREAS, said site plan has been examined by the North Liberty Planning and Zoning Commission, which recommended that the site plan be approved with no conditions.

NOW, THEREFORE, BE IT RESOLVED that the City Council of North Liberty, Iowa, does hereby approve the development site plan for Lot 24, Corridor Commercial Subdivision – Part Two A, North Liberty, Iowa.

APPROVED AND ADOPTED this 10th day of August, 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



Urban Renewal Plan

PUBLIC HEARING ON 2021 ADDITION TO
THE NORTH LIBERTY URBAN RENEWAL
AREA AND URBAN RENEWAL PLAN
AMENDMENT

421033-82

North Liberty, Iowa

August 10, 2021

The City Council of the City of North Liberty, Iowa, met on August 10, 2021, at _____ o'clock, __.m., at the _____, in the City for the purpose of conducting a public hearing on the designation of an expanded Urban Renewal Area and on a proposed urban renewal plan amendment. The Mayor presided and the roll being called the following members of the Council were present and absent:

Present: _____

Absent: _____.

The City Council investigated and found that notice of the intention of the Council to conduct a public hearing on the designation of the expanded North Liberty Urban Renewal Area and on an urban renewal plan amendment had been published according to law and as directed by the Council and that this is the time and place at which the Council shall receive oral or written objections from any resident or property owner of the City. All written objections, statements, and evidence heretofore filed were reported to the Council, and all oral objections, statements, and all other exhibits presented were considered.

The following named persons presented oral objections, statements, or evidence as summarized below; filed written objections or statements, copies of which are attached hereto; or presented other exhibits, copies of which are attached hereto:

(Here list all persons presenting written or oral statements or evidence and summarize each presentation.)

There being no further objections, comments, or evidence offered, the Mayor announced the hearing closed.

Council Member _____ moved the adoption of a resolution entitled "Resolution to Declare Necessity and Establish an Urban Renewal Area, Pursuant to Section 403.4 of the Code of Iowa and Approve Urban Renewal Plan Amendment for the North Liberty Urban Renewal Area," seconded by Council Member _____. After due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted and signed approval thereto.

Resolution No. 2021-79

RESOLUTION TO DECLARE NECESSITY AND ESTABLISH AN URBAN RENEWAL AREA, PURSUANT TO SECTION 403.4 OF THE CODE OF IOWA AND APPROVE URBAN RENEWAL PLAN AMENDMENT FOR THE NORTH LIBERTY URBAN RENEWAL AREA

WHEREAS, as a preliminary step to exercising the authority conferred upon Iowa cities by Chapter 403 of the Code of Iowa (the "Urban Renewal Law"), a municipality must adopt a resolution finding that one or more slums, blighted or economic development areas exist in the municipality and that the development of such area or areas is necessary in the interest of the public health, safety or welfare of the residents of the municipality; and

WHEREAS, this City Council of the City of North Liberty, Iowa (the "City") by resolution previously established the North Liberty Urban Renewal Area (the "Urban Renewal Area") and adopted an urban renewal plan (the "Plan") for the governance of projects and initiatives therein; and

WHEREAS, a proposal has been made which shows the desirability of expanding the Urban Renewal Area to add and include all the property (the "Property") lying within the description set out in Exhibit A hereto; and

WHEREAS, the proposal demonstrates that sufficient need exists to warrant finding the Property to be an economic development area; and

WHEREAS, an amendment (the "Amendment") to the Plan has been prepared which (1) covers the addition of the Property to the Urban Renewal Area; and (2) authorizes the undertaking of new urban renewal projects in the Urban Renewal Area consisting of (a) using tax increment financing to pay the costs of constructing improvements to Penn Meadows Park; and (b) using tax increment financing to pay the costs of constructing arterial and collector street improvements;; and

WHEREAS, notice of a public hearing by the City Council on the question of amending the Plan and designating an expanded Urban Renewal Area, was heretofore given in strict compliance with the provisions of Chapter 403, Code of Iowa, and the Council has conducted said hearing on August 10, 2021; and

WHEREAS, copies of the Amendment, notice of public hearing and notice of a consultation meeting with respect to the Amendment were mailed to Johnson County and the Clear Creek Amana Community School District; the consultation meeting was held on the 27th day of July, 2021; and responses to any comments or recommendations received following the consultation meeting were made as required by law;

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

Section 1. An economic development area as defined in Chapter 403 of the Code of Iowa, is found to exist in the City on the Property.

Section 2. The Property is hereby declared to be an urban renewal area, in conformance with the requirements of Chapter 403 of the Code of Iowa, and is hereby designated the 2021 Addition to the Urban Renewal Area.

Section 3. The development of the Property is necessary in the interest of the public health, safety or welfare of the residents of the City.

Section 4. It is hereby determined by this City Council as follows:

A. The Amendment and the projects and initiatives described therein conform to the general plan of the municipality as a whole;

B. Proposed economic development projects described in the Amendment are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

C. It is not intended that families will be displaced as a result of the City's undertaking under the Amendment. Should such issues arise, then the City will ensure that a feasible method exists to carry out any relocations without undue hardship to the displaced and into safe, decent, affordable and sanitary housing.

Section 5. The Amendment, attached hereto and made a part hereof, is hereby in all respects approved.

Section 6. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

APPROVED AND ADOPTED this 10th day of August, 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

(Attach copy of the urban renewal plan amendment to this resolution.)

EXHIBIT A
Legal Description
Expanded North Liberty Urban Renewal Area
(2021 Addition)

Certain real property situated in Johnson County, State of Iowa, more particularly described as follows:

All of the public right-of-way of St. Andrews Drive from and including its intersection with Kansas Avenue on the west and continuing east to and including its intersection with the Centennial Park East Driveway.

• • • •

Upon motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
JOHNSON COUNTY
CITY OF NORTH LIBERTY

SS:

I, the undersigned, do hereby certify that I am the duly appointed, qualified and acting City Clerk of the City of North Liberty, Iowa and that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with designating the expanded North Liberty Urban Renewal Area for the City and on an urban renewal plan amendment.

WITNESS MY HAND this ____ day of _____, 2021.

City Clerk

CITY OF NORTH LIBERTY, IOWA
URBAN RENEWAL PLAN AMENDMENT
NORTH LIBERTY URBAN RENEWAL AREA

August, 2021

The Urban Renewal Plan (the "Plan") for the North Liberty Urban Renewal Area (the "Urban Renewal Area") is being amended for the purposes of adding certain real property to the Urban Renewal Area and identifying new urban renewal projects to be undertaken therein.

1) Addition of Property. The real property (the "Property") legally described on Exhibit A hereto is, by virtue of this Amendment, being added as the August, 2021 Addition to the Urban Renewal Area. With the adoption of this Amendment, the City will designate the Property as an economic development area. The Property will become subject to the provisions of the Plan for the Urban Renewal Area.

2) Identification of Projects. By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following project descriptions:

A.

Name of Project: Penn Meadows Park Improvement Project

Name of Urban Renewal Area: North Liberty Urban Renewal Area

Date of Council Approval of the Project: August 10, 2021

Description of Project and Project Site: The Penn Meadows Park Improvement Project will consist of the construction of improvements to Penn Meadows Park situated in the Urban Renewal Area, including the reconstruction of the parking lot, the addition of parking surface, and the installation of lighting in the parking lot.

It is anticipated that the completed Penn Meadows Park Improvement Project will have a positive impact on commerce in the Urban Renewal Area through the provision of enhanced recreational amenities.

Description of Use of TIF for the Project: It is anticipated that the City will pay for the Penn Meadows Park Improvement Project with either borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In any case, the City's obligation will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City's use of incremental property tax revenues for the Penn Meadows Park Improvement Project will not exceed \$600,000.

B.

Name of Project: Street Improvements Project

Name of Urban Renewal Area: North Liberty Urban Renewal Area

Date of Council Approval of Project: August 10, 2021

Description of Project and Project Site: The Street Improvements Project will consist of street reconstruction, including street resurfacing; street realignment; the reconstruction and/or addition of sidewalks, trails, and roundabouts; the construction of curb and gutter and storm water drainage improvements; and the incidental utility, landscaping, site clearance and cleanup work related thereto on and along the following rights-of-way in the Urban Renewal Area:

All of the public right-of-way of Ranshaw Way from and including its intersection with W Zeller Street on the north and continuing south to and including its intersection with Hawkeye Drive;

All of the public right-of-way of Dubuque Street from and including its intersection with N Main Street on the northwest and continuing southeast to and including its intersection with Cherry Street; and

All of the public right-of-way of St. Andrews Drive from and including its intersection with Kansas Avenue on the west and continuing east to and including its intersection with the Centennial Park East Driveway.

It is expected that the completed Street Improvements Project will cause increased and improved ability of the City to provide adequate transportation infrastructure for the growth and retention of commercial and industrial enterprises in the City.

Description of Properties to be Acquired in Connection with Project: The City will acquire easement territory and rights-of-way as are necessary to successfully undertake the Street Improvements Project.

Description of Use of TIF for the Project: It is anticipated that the City will pay for the Street Improvements Project with either borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In any case, the City's obligation will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City's use of incremental property tax revenues for the Street Improvements Project will not exceed \$13,900,000.

3) Required Financial Information. The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City:	<u>\$93,788,553</u>
Outstanding general obligation debt of the City:	<u>\$29,995,000</u>
Proposed debt to be incurred under the August, 2021 Amendment*:	<u>\$14,500,000</u>

* It is anticipated that some or all of the debt incurred hereunder will be subject to annual appropriation by the City Council.

EXHIBIT A

Legal Description

Expanded North Liberty Urban Renewal Area
(August, 2021 Addition)

All of the public right-of-way of St. Andrews Drive from and including its intersection with Kansas Avenue on the west and continuing east to and including its intersection with the Centennial Park East Driveway.



5 E. Cherry Street

Resolution No. 2021-80

AUTHORIZING THE ACCEPTANCE OF PURCHASE OFFER RECEIVED FOR THE REAL PROPERTY SITUATED AT 5 E CHERRY STREET

WHEREAS, the City of North Liberty, Iowa, has determined it to be in the best interest of the City that the vacant real property situated at 5 E Cherry Street (the "Property") be sold, and has solicited offers from the public for that purpose; and

WHEREAS, the City received multiple offers for the purchase of the property, including one containing an escalation clause, such that the offered purchase price for the Property was \$5,000 over the otherwise highest offer; and

WHEREAS, the highest bona fide offer received was for \$300,000, making the escalated offer total \$305,000; and

WHEREAS, the City Council finds that the offered price of \$305,000 is a reasonable reflection of the fair market value of the Property; and

WHEREAS, a public hearing was held following publication of notice pursuant to §§ 362.3 and 364.7 of the Iowa Code concerning the possible disposition of the Property, and a resolution for the sale of the Property may be properly adopted.

BE IT THEREFORE RESOLVED BY THE CITY OF NORTH LIBERTY, IOWA that the attached purchase agreement and earnest money payment is accepted. The Mayor and City Clerk are authorized to execute said agreement, and the City Attorney is hereby directed take such steps as are necessary to finalize the sale.

APPROVED AND ADOPTED this 10th day of August, 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



OFFER TO BUY REAL ESTATE AND ACCEPTANCE

TO: The City of North Liberty, Iowa (SELLER)

The undersigned BUYERS hereby offer to buy, and the undersigned SELLER by its acceptance agrees to sell, the real property situated in North Liberty, Johnson County, Iowa, locally known as 5 East Cherry Street, and legally described as:

Lot 7 except the East 50 feet thereof and all of Lot 8 excepting the South 1 foot 4 inches thereof and further excepting the east 50 feet thereof, all in Block 3, in Murphy's Addition to the Town of North Liberty, Johnson County, Iowa, according to the plat thereof recorded in Deed Record 16, pages 192 and 193, Deed Records of Johnson County, Iowa,

together with any easements and appurtenant servient estates, but subject to any easements of record for public utilities or roads, any zoning restrictions, customary restrictive covenants, and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions.

1. PURCHASE PRICE. The Purchase Price shall be \$ 280,000.00 and the method of payment shall be as follows: \$ 5,000.00 with this offer, to be deposited upon acceptance of this offer and held in trust by City of North Liberty Trust Account as earnest money, to be delivered to the SELLER upon performance of SELLER'S obligations and satisfaction of BUYERS' contingencies, if any; and the balance of the Purchase Price, as follows:

Please see #21 (Additional Provisions).

2. REAL ESTATE TAXES. SELLER shall pay all real estate taxes attributable to seller's ownership of the property, and taxes which are due and payable for the fiscal year in which closing occurs and any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes. Unless otherwise provided in this Agreement, at closing SELLER shall pay BUYERS, or BUYERS shall be given a credit for, taxes from the first day of July prior to possession to the date of possession based upon the last known actual net real estate taxes payable according to public records. However, if such taxes are based upon a partial assessment of the present property improvements or a changed tax classification as of the date of possession, such proration shall be based on the current levy rate, assessed value, legislative tax rollbacks and real estate tax exemptions that will actually be applicable as shown by the assessor's records on the date of possession.

3. SPECIAL ASSESSMENTS.

A. SELLER shall pay in full at time of closing all special assessments which are a lien on the Property as of the date of acceptance: **August 10, 2021.**

B. All charges for solid waste removal, sewage and maintenance that are attributable to SELLER'S possession, including those for which assessments arise after closing, shall be paid by SELLER.

C. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by SELLER through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to SELLER.

D. BUYERS shall pay all other special assessments or installments not payable by SELLER.

4. RISK OF LOSS AND INSURANCE. SELLER shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLER agrees to maintain existing insurance and BUYERS may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYERS shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

5. POSSESSION AND CLOSING. If BUYERS timely perform all obligations, possession of the Property shall be delivered to Buyers on or before 9/3/21, and any adjustments of rent, insurance, interest and all charges attributable to the SELLER'S possession shall be made as of the date of possession. Closing shall occur after the approval of title by BUYERS and vacation of the Property by SELLER, but prior to possession by BUYERS. SELLER agrees to permit BUYERS to inspect the Property within 48 hours prior to closing to assure that the premises are in the condition required by this Agreement. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed upon the delivery of the title transfer documents to BUYERS and receipt of all funds then due at closing from BUYERS under the Agreement.

6. FIXTURES. Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached. Also included shall be the following: All appliances, shelving and office furniture.

The following items shall not be included - _____.

7. CONDITION OF PROPERTY. The property as of the date of this Agreement, including buildings, grounds, and all improvements, will be preserved by the SELLER in its present condition until possession, ordinary wear and tear excepted. SELLER makes no warranties, expressed or implied, as to the condition of the property.

BUYERS acknowledge that they have made a satisfactory inspection of the Property and are purchasing the Property in its existing condition.

8. ABSTRACT AND TITLE. SELLER, at its expense, shall promptly obtain an abstract of title to the Property continued through the date of acceptance of this Agreement, **August 10, 2021**, and deliver it to BUYERS' attorney for examination. It shall show marketable title in SELLER in conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. The SELLER shall make every reasonable effort to promptly perfect title. If closing is delayed due to SELLER'S inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become the property of BUYERS when the Purchase Price is paid in full. SELLER shall pay the costs of any additional abstracting

and title work due to any act or omission of SELLER, including transfers by SELLER or transfers by or the death of its assignees.

9. SURVEY. If a survey is required under Iowa Code Chapter 354, or city or county ordinances, SELLER shall pay the costs thereof. BUYERS may, at BUYERS' expense prior to closing, have the property surveyed and certified by a registered land surveyor.

If the survey shows an encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.

10. ENVIRONMENTAL MATTERS.

A. SELLER warrants to the best of its knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLER has done nothing to contaminate the Property with hazardous wastes or substances. SELLER warrants that the property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. SELLER shall also provide BUYERS with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, solid waste disposal sites, hazardous wastes and underground storage tanks on the Property.

B. BUYERS may at their expense, within five (5) days after the date of acceptance, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, BUYERS' obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to BUYERS. However, in the event SELLER is required to expend any sum in excess of \$1.00 to remove any hazardous materials, substances, conditions or wastes, SELLER shall have the option to cancel this transaction and refund to BUYERS all earnest money paid and declare this Agreement null and void. The expense of any inspection shall be paid by BUYERS. The expense of any action necessary to remove or otherwise make safe any hazardous material, substances, conditions or waste shall be paid by SELLER, subject to SELLER'S right to cancel this transaction as provided above.

11. DEED. Upon payment of the Purchase Price, SELLER shall convey the Property to BUYERS by Warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances suffered or permitted by BUYERS.

12. STATEMENT AS TO LIENS. If Buyers intend to assume or take subject to a lien on the Property, SELLER shall furnish BUYERS with a written statement prior to closing from the holder of such lien, showing the correct balance due.

13. USE OF PURCHASE PRICE. At time of settlement, funds of the Purchase Price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

14. APPROVAL OF CITY COUNCIL; VETO. SELLER is an Iowa municipal corporation. Acceptance of the agreement by SELLER may only be made by resolution of the City Council of the City of North Liberty following publication of notice and a public hearing, pursuant to Iowa Code § 364.7, and any such resolution is subject to veto by the mayor of said municipal corporation pursuant to Iowa Code § 380.6(2). The exercise of such a veto by the mayor shall render this Agreement null and void.

15. REMEDIES OF THE PARTIES.

A. If BUYERS fail to timely perform this Agreement, SELLER may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLER'S option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of BUYERS' default (during which thirty days the default is not corrected), SELLER may declare the entire balance immediately due and payable. Thereafter this Agreement may be foreclosed in equity and the Court may appoint a receiver.

B. If SELLER fails to timely perform this Agreement, BUYERS have the right to have all payments made returned to them.

C. BUYERS and SELLER are also entitled to utilize any and all other remedies or actions at law or in equity available to them.

16. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.

17. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by SELLER and BUYERS. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

18. NO REAL ESTATE AGENT OR BROKER. Neither party has used the service of a real estate agent or broker in connection with this transaction.

19. CERTIFICATION. BUYERS and SELLER each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or any other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of any such person, group, entity, or nation. Each party hereby agrees to defend, indemnify, and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to either party's breach of the foregoing certification.

20. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

21. ADDITIONAL PROVISIONS

- 1) Buyer agrees to pay \$5,000 more than your best offer, (with proof of that offer) not to exceed \$325,000.
- 2) Seller understands the buyer is a licensed real estate agent in the state of Iowa.
- 3) Buyer acknowledges they have made a satisfactory inspection of the property and are purchasing the property in it's current condition.

ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to BUYERS on or before **August 13, 2021**, this Agreement shall be null and void and all payments made shall be returned immediately to BUYERS. If accepted by SELLER at a later date and acceptance is satisfied in writing, then this contract shall be valid and binding.

Dated _____



BUYERS' Signature(s) _____

BUYERS' Name(s): Paul Park

BUYERS' Address: 682 Andy Ct.
North Liberty, IA 52317

BUYERS' Phone No. 319-333-9424

Accepted by SELLER on _____

Mayor Terry Donahue

SELLER'S NAME: City of North Liberty, Iowa

SELLER'S Address: 3 Quail Creek Circle
PO Box 77
North Liberty, Iowa 52317

SELLER'S Phone No.: 319-626-5700



Lot C, Beaver Kreek 3rd Addition

Resolution No. 2021-81

AUTHORIZING THE ACCEPTANCE OF PURCHASE OFFER RECEIVED FOR THE REAL PROPERTY SITUATED AT LOT C, BEAVER KREEK THIRD ADDITION

WHEREAS, the City of North Liberty, Iowa, has determined it to be in the best interest of the City that the vacant real property identified as Lot C, Beaver Kreek Third Addition to North Liberty (the "Property") be sold, and has solicited offers from the most likely buyers for that purpose; and

WHEREAS, the City has caused the property to be appraised, and said appraisal returned a market value of \$2,500.00, but with the caveat that because of the unique characteristics of the Property, there exists a market of only one likely buyer, that being the owner of the adjacent property; and

WHEREAS, the City received an offer for the purchase of the property of \$50.00 from said owner; and

WHEREAS, the City's costs of maintenance for the Property in a single year exceed the difference between the appraised value and the offered purchase price for the Property; and

WHEREAS, the City Council finds that the offered price of \$50.00 is therefore a reasonable reflection of the fair market value of the Property, and does not constitute a windfall to the buyer; and

WHEREAS, a public hearing was held following publication of notice pursuant to §§ 362.3 and 364.7 of the Iowa Code concerning the possible disposition of the Property, and a resolution for the sale of the Property may be properly adopted.

BE IT THEREFORE RESOLVED BY THE CITY OF NORTH LIBERTY, IOWA that the attached purchase agreement and earnest money payment is accepted. The Mayor and City Clerk are authorized to execute said agreement, and the City Attorney is hereby directed take such steps as are necessary to finalize the sale.

APPROVED AND ADOPTED this 10th day of August, 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



OFFER TO BUY REAL ESTATE AND ACCEPTANCE

TO: The City of North Liberty, Iowa (SELLER)

The undersigned BUYERS hereby offer to buy, and the undersigned SELLER by its acceptance agrees to sell, the real property *situated in* North Liberty, Johnson County, Iowa, locally known Johnson County Parcel No. 0718207018, and legally described as:

Lot C, Beaver Kreek Third Addition to the City of North Liberty, Iowa, according to the plat thereof recorded in Book 15, page 67, Plat Records of Johnson County, Iowa.

together with any easements and appurtenant servient estates, but subject to any easements of record for public utilities or roads, any zoning restrictions, customary restrictive covenants, and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions.

1. PURCHASE PRICE. The Purchase Price shall be \$ 50.00, to be delivered to the SELLER upon performance of SELLER'S obligations and satisfaction of BUYERS' contingencies, if any.
2. REAL ESTATE TAXES. SELLER shall pay all real estate taxes attributable to seller's ownership of the property, and taxes which are due and payable for the fiscal year in which closing occurs and any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes.
3. SPECIAL ASSESSMENTS.
 - A. SELLER shall pay in full at time of closing all special assessments which are a lien on the Property as of the date of acceptance: August 10, 2021.
 - B. All charges for solid waste removal, sewage and maintenance that are attributable to SELLER'S possession, including those for which assessments arise after closing, shall be paid by SELLER.
 - C. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by SELLER through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to SELLER.
 - D. BUYERS shall pay all other special assessments or installments not payable by SELLER.
4. RISK OF LOSS AND INSURANCE. SELLER shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLER agrees to maintain existing insurance and BUYERS may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYERS shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.
5. POSSESSION AND CLOSING. If BUYERS timely perform all obligations, possession of the Property shall be delivered to Buyers on September 10, 2021, and any adjustments of rent, insurance, interest and all charges attributable to the SELLER'S possession shall be made as of the date of possession. Closing shall occur after the approval of title by BUYERS and vacation of the Property by

SELLER, but prior to possession by BUYERS. SELLER agrees to permit BUYERS to inspect the Property within 48 hours prior to closing to assure that the premises are in the condition required by this Agreement. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed upon the delivery of the title transfer documents to BUYERS and receipt of all funds then due at closing from BUYERS under the Agreement.

6. **FIXTURES.** Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached.

7. **CONDITION OF PROPERTY.** The property as of the date of this Agreement, including buildings, grounds, and all improvements, will be preserved by the SELLER in its present condition until possession, ordinary wear and tear excepted. SELLER makes no warranties, expressed or implied, as to the condition of the property.

BUYERS acknowledge that they have made a satisfactory inspection of the Property and are purchasing the Property in its existing condition.

8. **ABSTRACT AND TITLE.** SELLER, at its expense, shall promptly obtain an abstract of title to the Property continued through the date of acceptance of this Agreement, August 10, 2021, and deliver it to BUYERS' attorney for examination. It shall show marketable title in SELLER in conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. The SELLER shall make every reasonable effort to promptly perfect title. If closing is delayed due to SELLER'S inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become the property of BUYERS when the Purchase Price is paid in full. SELLER shall pay the costs of any additional abstracting and title work due to any act or omission of SELLER, including transfers by SELLER or transfers by or the death of its assignees.

9. **SURVEY.** If a survey is required under Iowa Code Chapter 354, or city or county ordinances, SELLER shall pay the costs thereof. BUYERS may, at BUYERS' expense prior to closing, have the property surveyed and certified by a registered land surveyor.

If the survey shows an encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.

10. **ENVIRONMENTAL MATTERS.**

A. SELLER warrants to the best of its knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLER has done nothing to contaminate the Property with hazardous wastes or substances. SELLER warrants that the property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. SELLER shall also provide BUYERS with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, solid waste disposal sites, hazardous wastes and underground storage tanks on the Property unless disclosed here: Property contains an abandoned well, which is situated at Latitude 41.741764, Longitude -91.590969 and as described in the included groundwater hazard statement. The well is plugged as required by Rule 567-39.8 of the Iowa Administrative Code (IAC).

B. BUYERS may at their expense, within five (5) days after the date of acceptance, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of

any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, BUYERS' obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to BUYERS. However, in the event SELLER is required to expend any sum in excess of \$1.00 to remove any hazardous materials, substances, conditions or wastes, SELLER shall have the option to cancel this transaction and refund to BUYERS all earnest money paid and declare this Agreement null and void. The expense of any inspection shall be paid by BUYERS. The expense of any action necessary to remove or otherwise make safe any hazardous material, substances, conditions or waste shall be paid by SELLER, subject to SELLER'S right to cancel this transaction as provided above.

11. DEED. Upon payment of the Purchase Price, SELLER shall convey the Property to BUYERS by Warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances suffered or permitted by BUYERS.

12. STATEMENT AS TO LIENS. If Buyers intend to assume or take subject to a lien on the Property, SELLER shall furnish BUYERS with a written statement prior to closing from the holder of such lien, showing the correct balance due.

13. USE OF PURCHASE PRICE. At time of settlement, funds of the Purchase Price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

14. APPROVAL OF CITY COUNCIL; VETO. SELLER is an Iowa municipal corporation. Acceptance of the agreement by SELLER may only be made by resolution of the City Council of the City of North Liberty following publication of notice and a public hearing, pursuant to Iowa Code § 364.7, and any such resolution is subject to veto by the mayor of said municipal corporation pursuant to Iowa Code § 380.6(2). The exercise of such a veto by the mayor shall render this Agreement null and void.

15. REMEDIES OF THE PARTIES.

A. If BUYERS fail to timely perform this Agreement, SELLER may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLER'S option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of BUYERS' default (during which thirty days the default is not corrected), SELLER may declare the entire balance immediately due and payable. Thereafter this Agreement may be foreclosed in equity and the Court may appoint a receiver.

B. If SELLER fails to timely perform this Agreement, BUYERS have the right to have all payments made returned to them.

C. BUYERS and SELLER are also entitled to utilize any and all other remedies or actions at law or in equity available to them.

16. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.

17. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by SELLER and BUYERS. Paragraph headings are for convenience of reference and shall not limit or affect the meaning

of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

18. NO REAL ESTATE AGENT OR BROKER. Neither party has used the service of a real estate agent or broker in connection with this transaction.

19. CERTIFICATION. BUYERS and SELLER each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or any other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of any such person, group, entity, or nation. Each party hereby agrees to defend, indemnify, and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to either party's breach of the foregoing certification.

20. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

21. ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to BUYERS on or before August 13, 2021, this Agreement shall be null and void and all payments made shall be returned immediately to BUYERS. If accepted by SELLER at a later date and acceptance is satisfied in writing, then this contract shall be valid and binding.

[Signature page follows]

Dated

7-31-21

Ryan Kramer
BUYERS' Signature(s)

Ryan Kramer

BUYERS' Name(s): Ryan J. Kramer
BUYERS' Address: 460 Juniper St., North Liberty, IA 52317
BUYERS' Phone No. _____

Accepted by SELLER on _____

Mayor Terry Donahue
SELLER'S NAME: City of North Liberty, Iowa
SELLER'S Address: 3 Quail Creek Circle
PO Box 77
North Liberty, Iowa 52317
SELLER'S Phone No.: 319-626-5700

460 Juniper Street North Liberty, Iowa
Former Well 2 Site

	Hours per Month	Monthly Costs	Hours per Year	2020 Costs
Concret repair				\$2,000
Mowing	4	\$180	20	\$900
Fuel		\$6		\$54
Snow Removal	8	\$360	24	\$1,080

\$4,034



City Hall Project

AIA[®] Document G802[™] – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*

North Liberty City Hall
Cherry Street Campus
North Liberty, Iowa

AGREEMENT INFORMATION:

Date: January 13, 2021

AMENDMENT INFORMATION:

Amendment Number: 01

Date: July 21, 2021

OWNER: *(name and address)*

City of North Liberty
3 Quail Creek Circle
P.O. Box 77
North Liberty, Iowa 52317

ARCHITECT: *(name and address)*

Shive-Hattery, Inc.
2839 Northgate Drive
Iowa City, Iowa 52245
Project No. 1207650

The Owner and Architect amend the Agreement as follows:

PUBLIC EVENT PLAZA – SCOPE OF SERVICES

Complete design, bidding and construction phase services for the Public Event Plaza as defined by the City Hall project programming & concept phase. Construction phase services include construction staking and materials testing. See attached exhibit for event plaza concept design. Design work shall include surveying, civil engineering, landscape architecture and electrical engineering disciplines. The plaza shall be designed concurrently and incorporated with the City Hall and included with the public bidding and construction work for the City Hall project.

BUILDING SYSTEMS COMMISSIONING - SCOPE OF SERVICES

1. Develop a commissioning plan which shall include the following:
 - a. A description of the activities that will be accomplished during each phase of commissioning, including the personnel intended to accomplish each activity.
 - b. A listing of the specific equipment or systems to be tested.
 - c. Functions/sequences to be tested (i.e. calibration, economizer controls).
 - d. Conditions that the tests will be performed (i.e. winter or summer design conditions, minimum OA or economizer control).
2. Development of Commissioning (Cx) Specifications: Project specific Cx specifications which will identify the scope of testing to be performed on the mechanical and lighting control systems and list key responsibilities of the Commissioning Provider (CxP), Contractor and Architect.
3. Technical Review of the Design: The commissioning of the mechanical and lighting control systems for the facility would begin during the design phase of the project by comparing the Owner's project requirements while reviewing the drawings and specifications.
4. Submittal Review: Shop Drawings and Product Data submittals related to the building systems will be reviewed to allow for developing Prefunctional and Functional Checklists.
 - a. The commissioning plan will be updated to reflect the equipment and controls data submittals.
5. Organize and lead the CxP team and schedule and lead all of the CxP meetings.
 - a. Cx Kickoff Meeting: A Cx kickoff meeting with the Owner, Shive-Hattery, and Contractors will be held to review the Cx commissioning plan and to outline the process.
 - b. Controls Review Meeting: After the controls submittal have been issued and there has been sufficient time for the Design Team and CxP to review, there will be a meeting with the Controls Contractor, Mechanical Contractor, Owner, Design Team and CxP to discuss comments and potential revisions.

6. Construction Observations: On site visits throughout construction will be made to observe initial installations and in-progress installations.
7. Project Schedule: To ensure commissioning activities are properly incorporated, the project's schedule will be reviewed, and feedback will be provided as needed.
8. Prefunctional/Installation Checklists: Checklist are generated by the CxP for each piece of equipment and are sent to be completed by the Contractors (mechanical, electrical, controls) and confirmed to be complete prior to the start of functional testing.
9. Start-ups: Equipment and system start-ups will be witnessed by the CxP, on an as-needed basis. All the observations from this monitoring will be documented.
10. Testing and Balancing: Testing, adjusting, and balancing work that has been performed by the Contractor will be reviewed.
11. Functional Performance Testing: Functional testing shall use a process of random selection of similar devices (where there are 5 or less of similar devices, all devices will be tested) and if all pass then this will be considered a successful functional test for those devices.
 - a. On-site functional performance testing assumes all parts of the Building Automation Systems (BAS) are complete and have gone through the contractor's self-commissioning process.
12. Issues Log: A Commissioning and Testing Issues Log will be maintained to track any issues as well as resolutions throughout the project. Reports will be distributed within five (5) days of site visits.
13. Cx Report: A close-out report will be provided by Shive-Hattery at project turnover, summarizing all components and systems that were commissioned and the following information:
 - a. Indication of deficiencies found during testing, including corrective measures used or proposed.
 - b. Off season or deferred system testing as needed.
 - c. Functional performance testing procedures for each series of tests. Submittal shall include samples of data reporting sheets that will be part of the reports.
 - d. Testing, adjusting, and balancing reports.
14. Off Season Testing: Systems that cannot be tested during the Cx phase due to outside conditions (i.e. air-cooled chiller review during winter) will be tested at a later time when conditions allow.
15. Site Observations: A minimum of three (3) on-site observation will occur during construction.

COMMISSIONING ADDITIONAL SERVICES

The following are additional services you may require for your project. We can provide these services, but they are not part of this proposal at this time.

1. Unit price for additional site visits for additional testing for failed tests or systems not deemed ready for commissioning will be \$140/hour per trip plus reimbursable expenses.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Public Event Plaza Scope of Work estimated breakdown of work by phase:

Schematic Design	\$17,000
Design Development	\$33,000
Construction Documents	\$33,000
Bidding Phase	\$5,000
Construction Phase	\$22,000

Public Event Plaza Subtotal \$110,000 Lump Sum

Building Systems Commission Scope of Work \$15,000 Lump Sum

TOTAL: \$125,000 Lump Sum

Schedule Adjustment:
No Change

SIGNATURES:

Shive-Hattery, Inc.

ARCHITECT *(Firm name)*



SIGNATURE

Kevin Trom, PE.

PRINTED NAME AND TITLE

July 21, 2021

DATE

City of North Liberty

OWNER *(Firm name)*

SIGNATURE

Mr. Ryan Heiar, City Administrator

PRINTED NAME AND TITLE

DATE



Resolution No. 2021-82

**RESOLUTION APPROVING SERVICES AGREEMENT
AMENDMENT BETWEEN THE CITY OF NORTH LIBERTY AND
SHIVE-HATTERY, INC. FOR THE CITY HALL PROJECT**

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

WHEREAS, the City Council desires to construct the next phase of the Civic Campus Project, City Hall;

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

WHEREAS, a Public Event Plaza has been added to the scope of work.

NOW, THEREFORE, BE IT RESOLVED that the agreement amendment presented by Shive-Hattery is approved for Design, Bidding, and Construction Additional services relating to the City Hall Project Services Agreement at a lump sum fee of \$125,000 plus costs of expenses is hereby approved as set forth therein.

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

APPROVED AND ADOPTED this 10th day of August, 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



The Preserve Part Two A

Resolution No. 2021-83

**A RESOLUTION APPROVING THE DEVELOPER'S
AGREEMENT FOR THE PRESERVE – PART TWO A**

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

WHEREAS, the terms and conditions for the development of The Preserve – Part Two A have been set forth in an Agreement between the City of North Liberty and Watts Group Development, Inc., and

WHEREAS, it is the parties' desire to agree and establish, in writing, their understanding regarding said agreement.

NOW, THEREFORE, BE IT RESOLVED that that the Development Agreement between the City of North Liberty and Watts Group Development, Inc. is approved for The Preserve – Part Two A, North Liberty, Iowa

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

APPROVED AND ADOPTED this 10th day of August, 2021.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

Prepared by and Return to:
Michael J. Pugh, 425 E. Oakdale Blvd., Suite 201, Coralville, IA 52241

**DEVELOPER'S AGREEMENT
THE PRESERVE – PART TWO A
NORTH LIBERTY, IOWA**

THIS AGREEMENT, made by and between the City of North Liberty, Iowa, a municipal corporation, hereinafter referred to as "City," and Watts Group Development, Inc., hereinafter referred to as "Developer."

SECTION 1. REQUEST FOR PLAT APPROVAL.

Developer has requested that the City approve the proposed final plat, attached hereto as Exhibit A and incorporated herein by reference, for a subdivision known as The Preserve – Part Two A (referred to herein as the "plat") for the real estate situated in North Liberty, Johnson County, Iowa, legally described as follows:

A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER ALL OF SECTION 14, TOWNSHIP 80 NORTH, RANGE 7 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, IOWA, DESCRIBED AS FOLLOWS:

Commencing at the Southeast Corner of The Preserve, Part One, to North Liberty, Iowa, in accordance with the Plat thereof Recorded in Plat Book 63 at Page 170 of the Records of the Johnson County Recorder's Office; Thence N00°51'44"W, along the East Line of said The Preserve, Part One, a distance of 198.28 feet; Thence S89°08'16"W, along said East Line, 20.14 feet; Thence N00°51'44"W, along said East Line, 367.52 feet; Thence N89°08'16"E, along said East Line, 320.00 feet; Thence S00°51'44"E, 367.52 feet; Thence N89°08'16"E, 105.00 feet; Thence Northeasterly, 39.27 feet, along a 25.00 foot radius curve, concave Northwesterly, whose 35.36 foot chord bears N44°08'16"E; Thence N00°51'44"W, 13.90 feet; Thence N89°08'16"E, 60.00 feet; Thence S00°51'44"E, 13.90 feet; Thence Southeasterly, 39.27 feet, along a 25.00 foot radius curve, concave Northeasterly,

whose 35.36 foot chord bears S45°51'44"E; Thence N89°08'16"E, 136.33 feet; Thence S00°51'44"E, 197.06 feet, to a Point on the North Line of Auditor's Parcel 2019013, in accordance with the Plat thereof Recorded in Plat Book 63 at Page 61 of the Records of the Johnson County Recorder's Office; Thence S89°08'16"W, along said North Line, 340.04 feet; Thence S88°44'24"W, along said North Line, 207.43 feet; Thence S89°15'31"W, along said North Line, 103.71 feet, to the Point of Beginning. Said The Preserve - Part Two A contains 5.71 Acres, and is subject to easements and restrictions of record

As part of this request, Developer acknowledges full ownership of the real estate described above.

SECTION 2. CONDITIONS OF PLAT APPROVAL AND RIGHT TO PROCEED.

A. The City agrees that it will approve the final plat of this subdivision upon the conditions that:

1. The final plat conforms to the preliminary plat;
2. The construction plans have been submitted and approved;
3. The public improvements have been constructed and accepted by the City or, in the event the Developer requests and the City agrees to the construction of the public improvements after final plat approval, the Developer has complied with the security requirements set forth in Section 180.11(8) of the Code of Ordinances and Section 7 of this Agreement; and
4. The Developer enters into and abides by this Agreement.

B. The Developer further 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.

C. The Developer may not grade or otherwise disturb the earth, remove trees, construct sanitary sewer mains, storm sewer mains, water mains, streets, utilities, public or private improvements or any buildings until the following conditions have been satisfied:

1. This Agreement has been fully executed by the Developer, filed with the City Clerk, and approved by the City Council;
2. The Developer has complied with the erosion control and grading provisions set forth in Section 5 of this agreement;

3. All permits required by local, state, and federal law have been applied for and issued by the appropriate authority; and

4. Contingent upon the permitting requirements set forth in Paragraph 3 of this section being met, all necessary construction permits have been applied for and issued by the City.

SECTION 3. DEVELOPMENT REQUIREMENTS AND PROPERTY IMPROVEMENTS.

A. Development Standards. The subdivision shall be developed according to the preliminary and final subdivision plats as approved by the City and according to the plans and specifications as approved by the City. All plans shall be approved before the commencement of any work in accordance with the subdivision plat. There shall be no variance from the subdivision plats, or from the construction plans and specifications, unless approved in writing by the City.

B. Public Improvement Standards.

1. All improvements and facilities described in this Agreement shall be constructed and installed by the Developer according to the plans, specifications, ordinances and standards of the City and in accordance with all applicable federal and state laws and regulations. All required inspections shall be performed by the City Engineer or designate. Said inspections shall consist of inspection of the work in progress but shall not relieve or release the Developer from its responsibility to construct said improvements and facilities pursuant to the agreed upon plans and specifications. These improvements and facilities include but are not limited to public water system; sanitary sewer system; storm sewer and drainageway system; site grading; underground utilities; setting for lot and block monuments; and surveying and staking.

2. The Developer acknowledges that it and its successors and assigns, including but not limited to builders and contractors, are responsible for meeting all requirements set out in approved plans, engineering specifications, City ordinances, City design standards, other applicable written City standards, applicable state laws and regulations, and applicable federal laws and regulations. More specifically, the Developer and its successors and assigns waive as a defense to any claims of negligence that the City failed to discover or identify to the Developer any act or omission that does not meet the standards set out in approved plans, engineering specifications, City ordinances, City design standards, other applicable written City standards, applicable state laws and regulations, and applicable federal laws and regulations.

C. Standard Requirements. Further, the Developer agrees that:

1. All streets shown on the plat will be constructed of concrete paving with concrete curb and gutter as shown on the approved construction plans and will be dedicated to the City.

2. The Developer shall provide for the installation of all electric lines, street lights, gas mains, telephone lines and other utility facilities that are necessary at the Developer's sole cost. Developer further agrees that all utilities shall be installed underground.

3. Any decorative street lighting must be approved by the City and installed at the Developer's sole cost.

4. At such time as building construction occurs on a lot, but in no event later than five (5) years from the date the subdivision plat is recorded, the Developer shall install sidewalks in said subdivision abutting said lots per the widths approved on the preliminary plat, in accordance with the plans and specifications of the City, and subject to inspections by the City Engineer or designate, unless otherwise shown on the plat or otherwise specified in this agreement.

5. The Developer shall submit a storm water management plan that will identify the drainage of this development and specify the manner in which storm water, drainage and runoff will be accommodated. The Developer agrees to dispose of all storm water through the approved storm water and drainageway system as set forth in the storm water management plan. The design and construction of the storm water detention basin, if required by the City for this development, shall be in compliance with the City's current storm water management ordinances and policies. The Developer shall have a duty to continue the drainage across the property, and, in no event, shall the Developer create an undue hardship on the adjoining property owners in the manner in which storm water runoff and drainage is managed.

6. The Developer shall provide water, sewer, utility and drainage easements as shown on the plat.

7. Any wells shall be abandoned in accordance with applicable local, state and federal laws and regulations.

8. The Developer agrees to explore for existing tile lines, and to remove or connect any tile lines to the City's storm sewer system as shown on the plans or as directed by the Developer's Engineer. The location and depth of the digging and the required action upon completion of the digging shall be subject to review and approval of the City Engineer. For any connecting activities required under this section, standard plastic tile and connectors are acceptable materials.

D. Additional Requirements. Further, the Developer agrees that:

1. Phasing. If final platting is phased, it shall be sequenced for the logical vehicular and pedestrian access to and within the subdivision and approved by the City prior to the initial set of construction plans being reviewed by the City Administrator.

2. West Trunk Sewer Tap-on Fees. A sewer tap-on fee in the amount of \$7,017.59 (\$1,229 per acre) shall be paid prior to final plat approval.

3. Watermain Tap on Fee. A water tap-on fee in the amount of \$2,660.80 (\$465.99 per acre) shall be paid prior to final plat approval.

4. St. Andrews Drive Road Fees. A St. Andrews Drive road construction fee of \$21,090.34 (\$3,693.58 per acre) shall be paid prior to final plat approval.

5. Sanitary Sewer Service Stub. A fee for the sanitary sewer service stub in the amount of \$1,832.91 (\$321.00 per acre) shall be paid prior to final plat approval.

6. Kansas Avenue Road Fees. A Kansas Avenue road construction fee of \$1,137.79 (\$1,132.08 per acre) shall be paid prior to final plat approval.

7. Apportionment of Fees. This Subdivision is a part of a multi-phased project. The development fees set out above represent the proportionate costs based on the acreage of this phase relative to the total acreage of all phases of The Preserve (5.71 acres out of a total 69.65 acres, or 8.198% of the final costs).

8. Payment of Fees. The payment of the fees set out in Paragraphs 2, 3, 4, 5, and 6 above shall be submitted to the City in full prior to Council approval of the final plat. The obligation for said payment shall be deemed fully satisfied upon City council approval of the respective final plat.

E. Homeowners Association. The Developer agrees that a homeowners association, hereinafter referred to as "HOA," shall be created prior to approval of any final plats and subject to the following requirements.

1. The City shall have the opportunity to review and approve all documentation related to the initial formation and organization of the HOA, to determine if the stated purpose of forming the HOA is consistent with the obligations of this agreement. The City's review shall not be unreasonably withheld, conditioned or delayed. The City shall thereafter be provided notices concerning any reorganization of the HOA, dissolution of the HOA, changes in membership in the HOA, or proposed changes in any duties or responsibilities of the HOA that directly affect the City.

2. Said homeowners association shall include the owners of all buildable lots within the underlying preliminary plat.

3. The HOA shall own in perpetuity and be responsible for the maintenance of all outlots within the boundaries of the preliminary plat.

4. The Developer acknowledges and agrees that the all lots within the jurisdiction of the HOA will be specifically benefited by the maintenance of all outlots, and the cost of such maintenance need not meet the requirements of notice, benefit or value as provided by the law of the State of Iowa for assessing such improvements and facilities, if necessary, in the event the City incurs costs due to the failure of the HOA or its members to maintain the outlots.

F. Developer's Obligations. Nothing in this Agreement shall be construed to impose a requirement on the City to install the original public improvements at issue herein, nor shall the Developer be deemed to be acting as the City's agent during the original construction and installation of the above-described improvements. The parties agree that the obligation to install the above-described public improvements herein shall be in accordance with the plans and specifications drafted by the Developer and subject to the approval of the City. Furthermore, the obligations shall remain on the Developer until completion by the Developer and until acceptance by the City, as provided by law.

SECTION 4. PUBLIC UTILITIES.

Developer agrees that it will obtain any necessary concurrence of utility or other easements from appropriate utility companies. Developer agrees that it will provide for the continuation of all required water, sanitary sewer and storm drainage facilities. The Developer agrees that it will connect and use existing public water supplies in accordance with the North Liberty Municipal Code and that the Developer will provide a plan outlining the drainage of the land and indicating the manner in which the drainage will be accommodated and will connect to the existing storm water sewer systems when available in accordance with the plan approved by the City Engineer.

SECTION 5. EROSION CONTROL AND GRADING.

A. Erosion Control. Before any grading or utility construction is commenced or building permits are issued, the Developer shall design and implement an erosion control plan which shall be reviewed and approved by the City. All areas disturbed by the excavation and backfilling operations shall be reseeded forthwith after the completion of the work in that area. All seeded areas shall be fertilized, mulched and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the erosion control plan or any supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion and assess the costs of such action to the Developer or to the property, or both. The City will endeavor to notify the Developer

in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder.

B. Grading. No grading of any nature may occur on this property until a grading plan is implemented by the Developer and approved by the City. Within ninety (90) days after the completion of any grading, the Developer shall provide the City with an "as-constructed" grading plan and a certification by registered land surveyor or engineer that all ponds, swales and ditches, if any, have been constructed in accordance with the plans approved by the City.

SECTION 6. PHASED DEVELOPMENT.

If the plat is a phase of a multi-phased preliminary plat, the City may refuse to approve final plats of subsequent phases if the Developer has breached this Agreement and the breach has not been remedied. Development of subsequent phases will not be allowed to proceed until Developer's Agreements for such phases are approved by the City.

SECTION 7. PUBLIC IMPROVEMENTS AND ASSESSMENT WAIVER.

A. If all the public improvements and facilities as provided in this agreement are not installed and accepted by the City prior to approval of the final plat, the Developer is required to either deposit in escrow or file a surety bond with the City in the amount equal to the estimated costs of the public improvements and facilities plus ten percent prior to the approval of the final plat, as set forth in Section 180.11(8)(A)(2) of the Code of Ordinances. In any event, no building permits will be issued until all the public improvements and facilities are constructed and accepted by the City.

B. In the event the Developer, its assigns or successors in interest, should sell or convey lots in said subdivision without having constructed the public improvements and facilities as provided in this Agreement or without the City having accepted all public improvements and facilities; or the Developer, its assigns or successors in interest in said subdivision, shall fail to construct sidewalks as set forth in Section 3(C)(4), the City shall have the right to install and construct said improvements, facilities and sidewalks. Unless City is fully reimbursed for these costs from the escrowed money or surety bond held by the City, the costs of said public improvements, facilities and sidewalks shall be a lien and charge against all of the lots adjacent to or in front of the improvements, facilities and sidewalks that are constructed and any lots which may be assessed for public improvements, facilities and sidewalks under the provisions of Chapters 364 and 384 of the Iowa Code. It is further provided that this requirement to construct said public improvements, facilities and sidewalks is and shall remain a lien from the date of execution until properly released as hereinafter provided.

C. The Developer acknowledges and agrees that all lots of the subdivision are specifically benefited by the public improvements, facilities and sidewalks, and the cost of such

public improvements, facilities and sidewalks need not meet the requirements of notice, benefit or value as provided by the law of the State of Iowa for assessing such improvements and facilities.

SECTION 8. ENGINEERING ADMINISTRATION AND CONSTRUCTION OBSERVATION.

A. The Developer shall submit to the City, for approval by the City Engineer, plans and specifications for the construction of improvements in the subdivision which have been prepared by a registered professional civil engineer. The Developer shall obtain approval of the construction plans and all necessary permits from the appropriate city, state and federal agencies before proceeding with construction. In addition, the Developer shall cause to have its engineer provide adequate field inspection personnel to ensure that an acceptable level of quality control is maintained.

B. The Developer shall pay all costs of engineering administration, which will include review of the Developer's final construction plans and specifications, monitoring of construction, and consultation with the Developer and its engineer on the status, progress or other issues regarding the project. The Developer shall pay for the reasonable construction observation performed by the City staff or consulting City Engineer. Construction observation will consist of examination of proposed public utilities, street construction and other infrastructure improvements. The engineering administrative fee and construction observation fees to be paid by the Developer shall be determined by the City, in part based on the standard hourly fee schedule in effect between the City Engineer and the City on file at City Hall and in part based on standard fees for other staff members that perform the duties noted above. The City shall provide the appropriate supporting documentation for these fees upon request by the Developer.

SECTION 9. RELEASE.

The City agrees that when the public improvements, facilities and sidewalks required by Section 3 of this Agreement have been installed to the satisfaction of the City, it will promptly issue appropriate releases of various lots of the subdivision for recording in the Johnson County Recorder's Office so that this Agreement, or applicable portions thereof, will no longer constitute a cloud on the title of the lots in said subdivision.

SECTION 10. DEVELOPER'S OBLIGATION AND DEFAULT.

A. The Developer agrees and is fully obligated to perform as provided in this Agreement. The Developer is liable and responsible for each and every obligation agreed to be undertaken pursuant to this Agreement. Failure of the Developer, its employees, agents or assigns, to perform is not a defense for the Developer against any action to be taken by the City.

B. In the event of default by the Developer regarding any work to be performed by the Developer under this Agreement, the City may, at its option, perform the work and bill the

Developer for said work. The Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City, is first given written notice of the work in default, and has not cured such default within fourteen (14) days of such notice. This Agreement is an authorization for the City to act, and it shall not be necessary for the City to seek a court order for permission to enter upon the property. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part against all of the property located in the subdivision.

SECTION 11. AUTHORIZATION TO ENTER PREMISES.

Developer grants the City, its agents, employees, officers and contractors, authorization to enter the subdivision area to perform all work and inspections deemed appropriate and necessary by the City in conjunction with this development.

SECTION 12. FEES.

The Developer agrees to record this Agreement and 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 subdivision project. A copy of this recorded Agreement will be provided to the City.

SECTION 13. TIME OF PERFORMANCE.

Developer shall install all required public improvements within two (2) years from the date of City approval of this Agreement. In the event that the Developer fails to install the required public improvements within the above-referenced time, authorization to proceed with the development shall cease, and the Developer shall be required to seek reauthorization and approval of this development. Developer may, however, request an extension of time from the City. If an extension is granted, it may be conditioned upon updating any security posted by the Developer or requiring the Developer to provide security to reflect cost increases and extended completion date.

SECTION 14. MISCELLANEOUS.

A. The Developer represents and states that the plat complies with all city, state and federal laws and regulations, including but not limited to subdivision ordinances, zoning ordinances and environmental regulations. The City may, at its option, refuse to allow construction or development work in the subdivision until the Developer complies with the appropriate law or regulation. Upon the City's demand, the Developer shall cease work until there is compliance.

B. Third parties shall have no recourse against the City under this Agreement.

C. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits, occupancy permits or other permits.

D. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.

E. 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. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or a release.

F. The Developer may not assign this Agreement or the obligations imposed by this Agreement without the written permission of the City Council or as otherwise provided in this Agreement.

G. The Developer's obligations under this Agreement shall continue in full force and effect even if the Developer sells a portion of the subdivision, the entire platted area, or any part thereof.

H. No building or occupancy permits will be issued until all public improvements have been constructed in accordance with applicable standards and formally accepted by the City.

I. The Developer shall take out and maintain a public liability and property damage insurance policy covering personal injury, including death, and claims for property damage which may arise out of the Developer's work or the work of its subcontractors or by one directly or indirectly employed by any of them.

J. The Developer shall record any restrictive or protective covenants for the subdivision. A copy of the recorded restrictive or protective covenants will be provided to the City.

K. The Developer shall record the original copy of this agreement, with all requisite signatures, at the time the other final plat documents are recorded as required by law.

SECTION 15. NOTICES.

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

Watts Group Development, Inc.
c/o Gary D. Watts
425 E. Oakdale Blvd., Suite 101
Coralville, IA 52241

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
P.O. Box 77
North Liberty, IA 52317

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

SECTION 16. SUCCESSORS AND ASSIGNS.

This Agreement shall be a covenant running with the land and inure to the benefit of and be binding upon the parties, their successors and assigns.

[Signature page to follow]

DATED this ____ day of August, 2021.

CITY OF NORTH LIBERTY, IOWA
INC.

WATTS GROUP DEVELOPMENT,

By: _____
Terry L. Donahue, Mayor

By: _____
Gary D. Watts, President and Secretary

ATTEST: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this ____ day of August, 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 August, 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

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this ____ day of August, 2021, by Gary D. Watts as President and Secretary of Watts Group Development, Inc.

Notary Public in and for the State of Iowa

LOCATION:

A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER ALL OF SECTION 14, TOWNSHIP 80 NORTH, RANGE 7 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, IOWA.

SUBDIVIDER:

WATTS GROUP DEVELOPMENT INC.
425 E OKDALE BOULEVARD #101
CORALVILLE, IOWA, 52241

SUBDIVIDER'S ATTORNEY:

MICHAEL J. PUGH
425 E OKDALE BLVD. #201
CORALVILLE, IOWA, 52241

LAND SURVEYOR:

GLEN D. MEISNER P.L.S.
MMS CONSULTANTS, INC.
1917 S. GILBERT STREET
IOWA CITY, IOWA 52240
PHONE: 319-351-8282

DATE OF SURVEY:

05-22-2021

FOR COUNTY RECORDERS USE

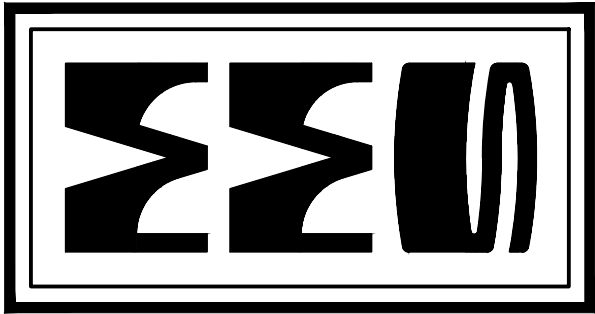
DOCUMENT RETURN INFORMATION:

LAND SURVEYOR

DEVELOPER'S AGREEMENT EXHIBIT

THE PRESERVE - PART TWO A

A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER ALL OF SECTION 14, TOWNSHIP 80 NORTH, RANGE 7 WEST, OF THE FIFTH PRINCIPAL MERIDIAN TO NORTH LIBERTY, JOHNSON COUNTY, IOWA



CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS

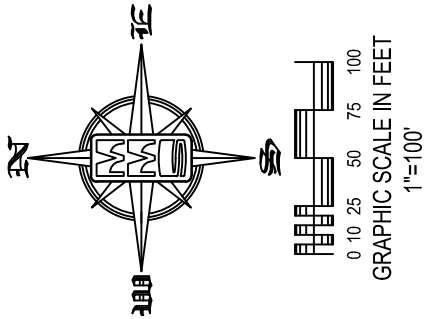
1917 S. GILBERT ST.
IOWA CITY, IOWA 52240
(319) 351-8282
www.mmsconsultants.net

LEGEND AND NOTES	
	CONGREGSONAL CORNER, FOUND
	CONGREGSONAL CORNER, REESTABLISHED
	CONGREGSONAL CORNER(S), FOUND (as noted)
	PROPERTY CORNERS SET (5/8" Iron Pin w/ yellow, plastic LS Cap embossed with "MMS")
	CUT PROPERTY &/or BOUNDARY LINES
	CONGREGSONAL SECTION LINES
	RIGHT-OF-WAY LINES
	CENTER LINES
	LOT LINES, INTERNAL
	LOT LINES, PLATTED OR BY DEED
	EASEMENT LINES, WIDTH & PURPOSE NOTED
	EASEMENT LINES, PURPOSE NOTED
	RECORDED DIMENSIONS
	MEASURED DIMENSIONS
	CURVE SEGMENT NUMBER
UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS	

EASEMENT IDENTIFICATION TABLE	
LABEL	DESCRIPTION
①	EXISTING 100 FOOT WIDE STORM SEWER AND DRAINAGE EASEMENT
②	EXISTING 60.0 FOOT WIDE TEMPORARY OVERLAND DRAINAGE EASEMENT (TO BE RELEASED)
③	EXISTING 20 FOOT WIDE STORM SEWER AND DRAINAGE EASEMENT
④	EXISTING 10 FOOT WIDE UTILITY EASEMENT
⑤	10.0 FOOT WIDE STORM SEWER AND DRAINAGE EASEMENT
⑦	15 FOOT WIDE PUBLIC UTILITY EASEMENT
⑧	20 FOOT WIDE STORM SEWER AND DRAINAGE EASEMENT

LOT A CONTAINS 1.66 ACRES, AND IS TO BE DEDICATED TO THE CITY OF NORTH LIBERTY FOR PUBLIC PARKING. (SEE RECORDS OF THE JOHNSON COUNTY RECORDER'S OFFICE FOR PLAT BOOK 63 AT PAGE 170 OF THE RECORDS OF THE JOHNSON COUNTY RECORDER'S OFFICE. OAK TERRACE AVENUE, AND CLARK AVENUE.

AREA SUMMARY TABLE	
1\4 - 1\4	AREA
NE - SW	1.22 ACRES
NW - SW	3.82 ACRES
TOTAL	5.04 ACRES



PROFESSIONAL LAND SURVEYOR

GLEN D. MEISNER

8165

IOWA

SEAL

I hereby certify that this land surveying document was prepared and the related surveying work was performed by me or under my direct personal supervision and that I am duly licensed Professional Land Surveyor under the laws of the State of Iowa.

GLEN D. MEISNER
P.L.S. LICENSE NO. 8165
My license renewal expires September 31, 20 ____.

Signed for sheets covered by this seal:

Date: 05-27-2021

Designed by: KJB Field Book No: 1202

Drawn by: RLW Scale: 1"=100'

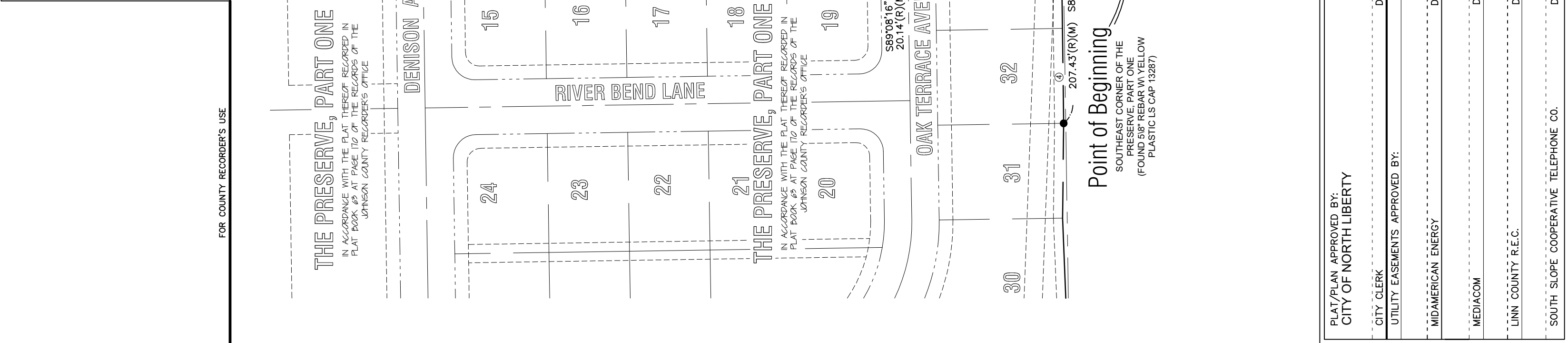
Checked by: RRN Sheet No: _____

Project No: IOWA CITY

1331-619 of: 1

NORTH LIBERTY
JOHNSON COUNTY
IOWA

MMS CONSULTANTS, INC.



PLAT/PLAN APPROVED BY:
CITY OF NORTH LIBERTY

CITY CLERK

DATE:

UTILITY EASEMENTS APPROVED BY:

DATE:

MIDAMERICAN ENERGY

DATE:

MEDIACOM

DATE:

LINN COUNTY R.E.C.

DATE:

SOUTH SLOPE COOPERATIVE TELEPHONE CO.

DATE:

DESCRIPTION - "THE PRESERVE - TWO A"

A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER ALL OF SECTION 14, TOWNSHIP 80 NORTH, RANGE 7 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, IOWA, DESCRIBED AS FOLLOWS:

Commencing at the Southeast Corner of The Preserve, Part One, to North Liberty, Iowa, in accordance with the Plat thereof Recorded in Plat Book 63 at Page 170 of the Records of the Johnson County Recorder's Office; Thence N00°51'44"W, along the East Line of said The Preserve, Part One, a distance of 198.28 feet; Thence S89°08'16"W, along said East Line, 20.14 feet; Thence N00°51'44"W, along said East Line, 367.52 feet; Thence N89°08'16"E, along said East Line, 320.00 feet; Thence S00°51'44"E, 367.52 feet; Thence N89°08'16"E, 105.00 feet; Thence Northeasterly, 39.27 feet, along a 25.00 foot radius curve, concave Northwest, whose 35.36 foot chord bears N44°08'16"E; Thence N00°51'44"W, 13.90 feet; Thence N89°08'16"E, 60.00 feet; Thence S00°51'44"E, 13.90 feet; Thence Southeasterly, 39.27 feet, along a 25.00 foot radius curve, concave Northeasterly, whose 35.36 foot chord bears S45°51'44"E; Thence N89°08'16"E, 136.33 feet; Thence S00°51'44"E, 197.06 feet, to a Point on the North Line of Auditor's Parcel 2019013, in accordance with the Plat thereof Recorded in Plat Book 63 at Page 61 of the Records of the Johnson County Recorder's Office; Thence S89°08'16"W, along said North Line, 340.04 feet; Thence S88°44'24"W, along said North Line, 207.43 feet; Thence S89°15'31"W, along said North Line, 103.71 feet, to the Point of Beginning. Said The Preserve - Part Two A contains 5.71 Acres, and is subject to easements and restrictions of record.

AUDITOR'S PARCEL 2019013

IN ACCORDANCE WITH THE PLAT THEREOF RECORDED IN PLAT BOOK 63 AT PAGE 61 OF THE RECORDS OF THE JOHNSON COUNTY RECORDER'S OFFICE



Hate Crime Ordinance



August 5, 2021

Mayor and City Council
North Liberty City Hall
3 Quail Creek Circle
North Liberty, IA 52317

Re: Municipal Hate Crime Ordinance Follow-up

Dear Mayor and Council Members,

During the City Council meeting on July 27, the Council requested information concerning the number of incidents occurring in North Liberty that might be properly qualified as hate crimes under a possible hate crime ordinance proposed by the Johnson County Interfaith Coalition. The Council also inquired about whether that proposed ordinance, which is modeled after Iowa City's ordinance, could be effectively expanded or broadened to include additional conduct.

NLPD Calls for Service

For the first inquiry, I have reviewed the data provided by Chief Venenga since the beginning of 2020. I find no incidents that satisfy the criteria of trespassing or harassment which have occurred because of the protected status of the victim, where the alleged perpetrator was an adult. I have included that age-related qualifier because, of the 218 calls for services in the last two years for harassment and/or trespassing, there were two incidents of name-calling among and between minors at the community center which included the use of racial slurs.

Of the remaining 216 calls for service, there were twenty-one arrests made, and of those twenty-one arrests, two were for trespassing, and nine for harassment. One of the nine harassment arrests involved the use of racial epithets, but the victim's race was not the motivating factor for the behavior. Likewise, the name-calling events at the community center were grounds to remove the offending minors from the building, but not for pressing criminal charges.

I should note that, with regard to the use of slurs, hateful speech is reprehensible, but it is not illegal in and of itself. For purposes of this discussion, in order for hateful speech to be actionable, it also must satisfy each of the elements of the crime of harassment. Iowa's harassment statute, referenced by the proposed ordinance, contains several "constitutional safety valves" so as not to punish speech which is merely unpopular. The speech would need to be without legitimate purpose, and also intended to threaten, intimidate or alarm the other person. Ultimately the City would have to prove beyond a reasonable doubt that the conduct met each of those elements, and also prove beyond a reasonable doubt that the crime was committed "because of" one or more of the enumerated protected characteristics of the victim. The use of racial or other slurs can inform a guilty verdict, but does not, without more, require one.

In the interest of providing comparative data, there have been zero calls for service for the NLPD in the last three years that resulted in charges brought by the County Attorney's office under the state's hate crime statutes.

Broadening Scope of Ordinance

For the second inquiry, I was asked about what additional offenses could be included to broaden the scope of the proposed ordinance. On review, I do not find a feasible way to expand the breadth of the ordinance beyond harassment and trespass without including conduct that rises (well) above the level of a simple misdemeanor. For example, one municipality in Idaho has included discharging weapons in their hate crime ordinance, but I struggle to identify a provable fact pattern where a person discharges a weapon because of the protected characteristic of another which would not automatically be treated at least as an aggravated misdemeanor, or more likely, a felony.

It is my understanding that the ordinance is intended to be narrow, and its purpose is merely to encompass what appears to be those (thankfully) rare situations where a crime is committed based on the status of the victim and there is no corresponding state law which enhances the penalty accordingly.

Sincerely,

A handwritten signature in blue ink, appearing to read "Grant D. Lientz", with a stylized, cursive script.

Grant D. Lientz
City Attorney

What North Liberty Values Are

Personal Development and Acceptance

A community that welcomes all persons who choose to live here;

A community that believes that every person has a right to live without fear of harassment;

That all persons have the right to live without fear of discrimination of in any aspect of personal, community life.

That all persons have the right to pursue their educational, employment and social goals in a supportive community;

Community Objectives

We desire North Liberty to be a welcoming community;

We encourage personal and community growth that helps build the community;

We will promote development of strong family units

We encourage private and public efforts to answer community societal needs;

We are supportive of local businesses and promote economic development;

We desire persons of all age groups to have input into the city's needs and goals;

We will foster dialogue in a frank, truthful manner involving our citizens to address the needs of the community.



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



Recordation Ordinance

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE RECORDATION
REQUIREMENTS OF FINAL SUBDIVISION PLAT DOCUMENTS IN
CHAPTER 180 OF THE NORTH LIBERTY CODE OF ORDINANCES**

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

SECTION 1. AMENDMENT OF SUBDIVISION ORDINANCE. Paragraph 9(E) of Chapter 180.11 of the North Liberty Code of Ordinances, entitled Final Subdivision Plat Submittal Requirements and Review, is amended to read as follows:

E. Effect of Final Plat Approval and Expiration. The approval of the final plat by the City Council constitutes approval of the subdivision and improvements or plans for improvements. Final plats together with the executed developer's agreement, executed Stormwater Management Facilities (SMF) agreement, and Minimum Low Opening Table, as required in Paragraph B above, shall be recorded by the applicant immediately upon approval by the City Council, and approval may be rescinded if not recorded within 6 months of approval.

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

Ordinance No. 2021-14

**AN ORDINANCE AMENDING THE RECORDATION
REQUIREMENTS OF FINAL SUBDIVISION PLAT DOCUMENTS
IN CHAPTER 180 OF THE NORTH LIBERTY CODE OF
ORDINANCES**

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

SECTION 1. AMENDMENT OF SUBDIVISION ORDINANCE. Paragraph 9(E) of Chapter 180.11 of the North Liberty Code of Ordinances, entitled Final Subdivision Plat Submittal Requirements and Review, is amended to read as follows:

E. Effect of Final Plat Approval and Expiration. The approval of the final plat by the City Council constitutes approval of the subdivision and improvements or plans for improvements. Final plats, together with the executed developer's agreement, executed Stormwater Management Facilities (SMF) agreement, and Minimum Low Opening Table, as required in Paragraph B above, shall be recorded by the applicant immediately upon approval by the City Council, and approval may be rescinded if not recorded within 6 months of approval.

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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. 2021-14 in the North Liberty *Leader* on the ____ day of _____, 2021.

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.

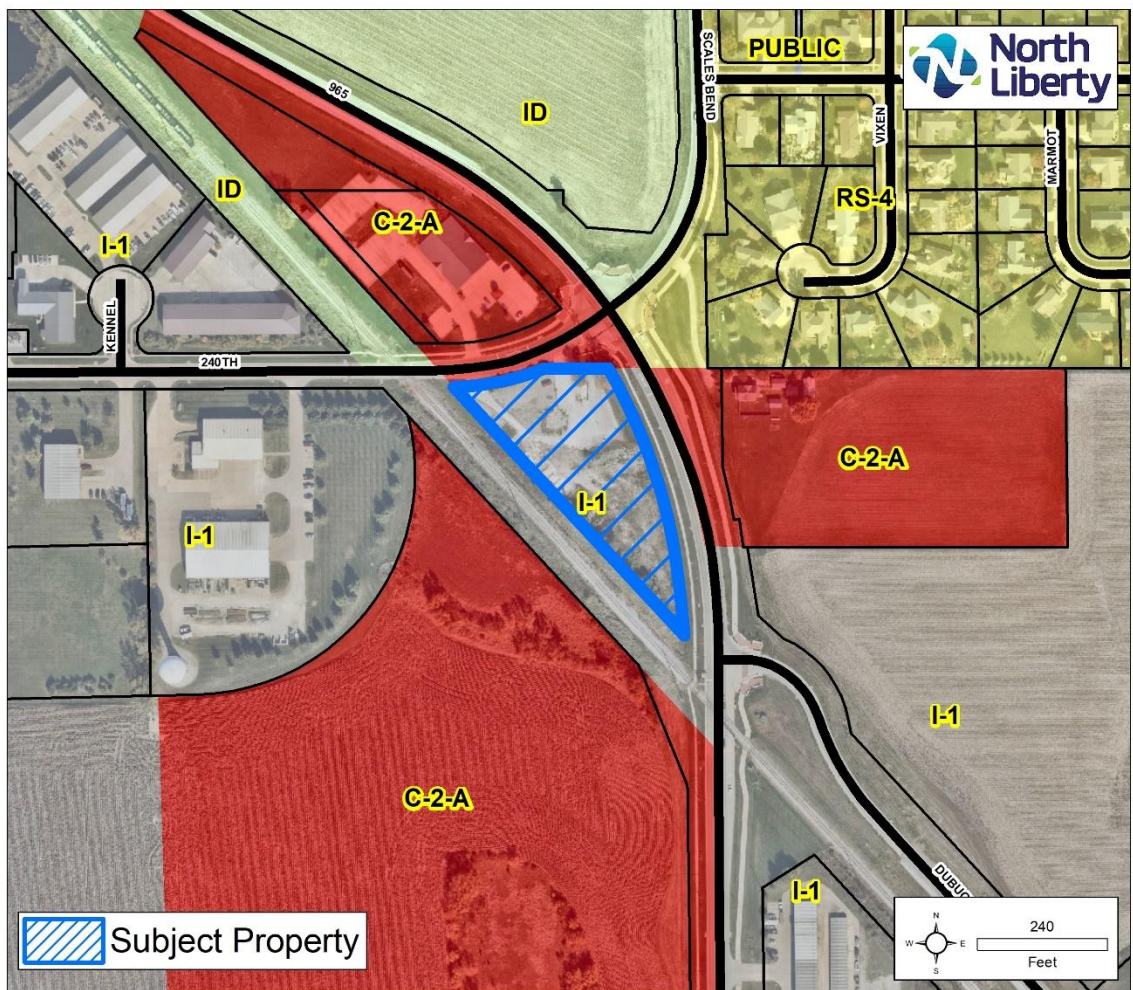


Current Zoning:

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:

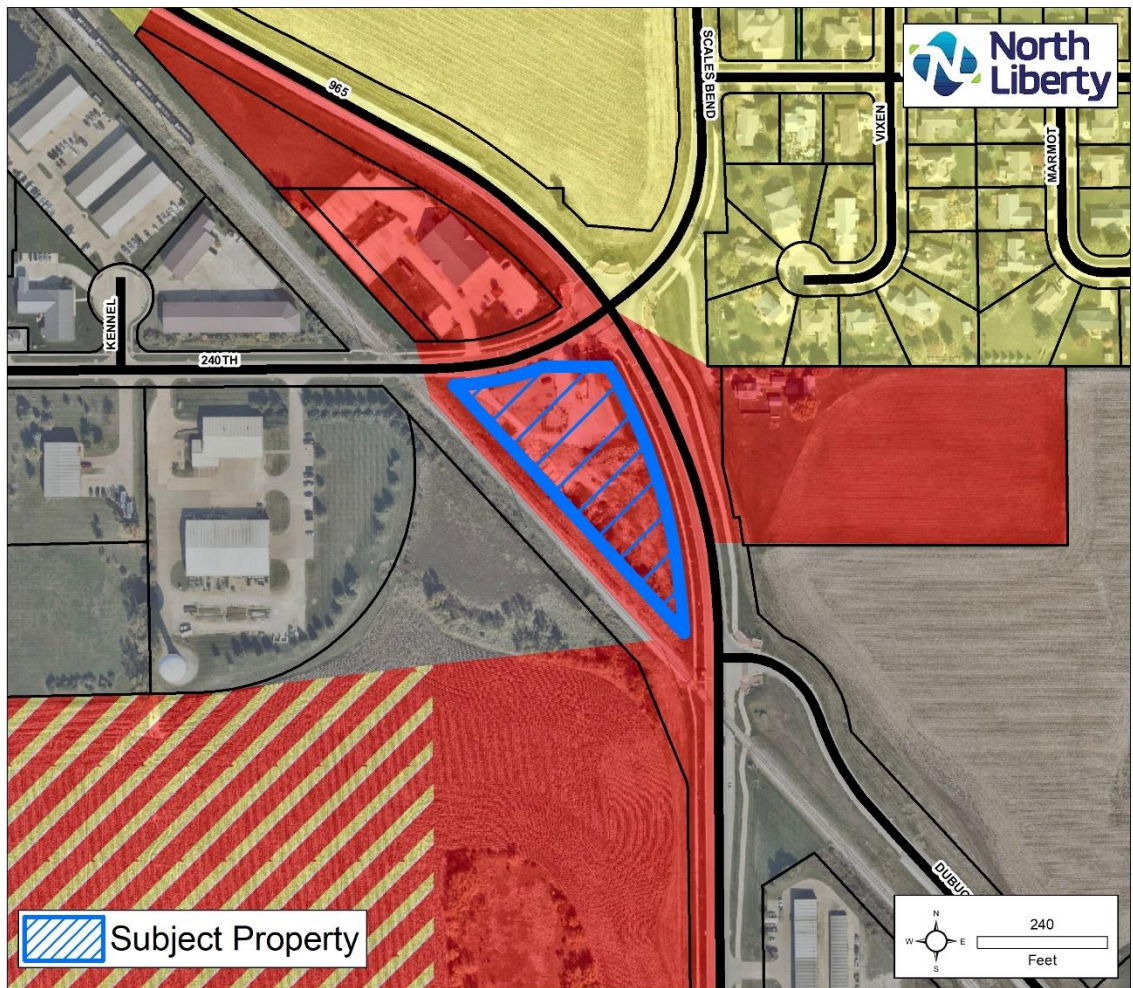
C-2-A Highway Commercial District.

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):

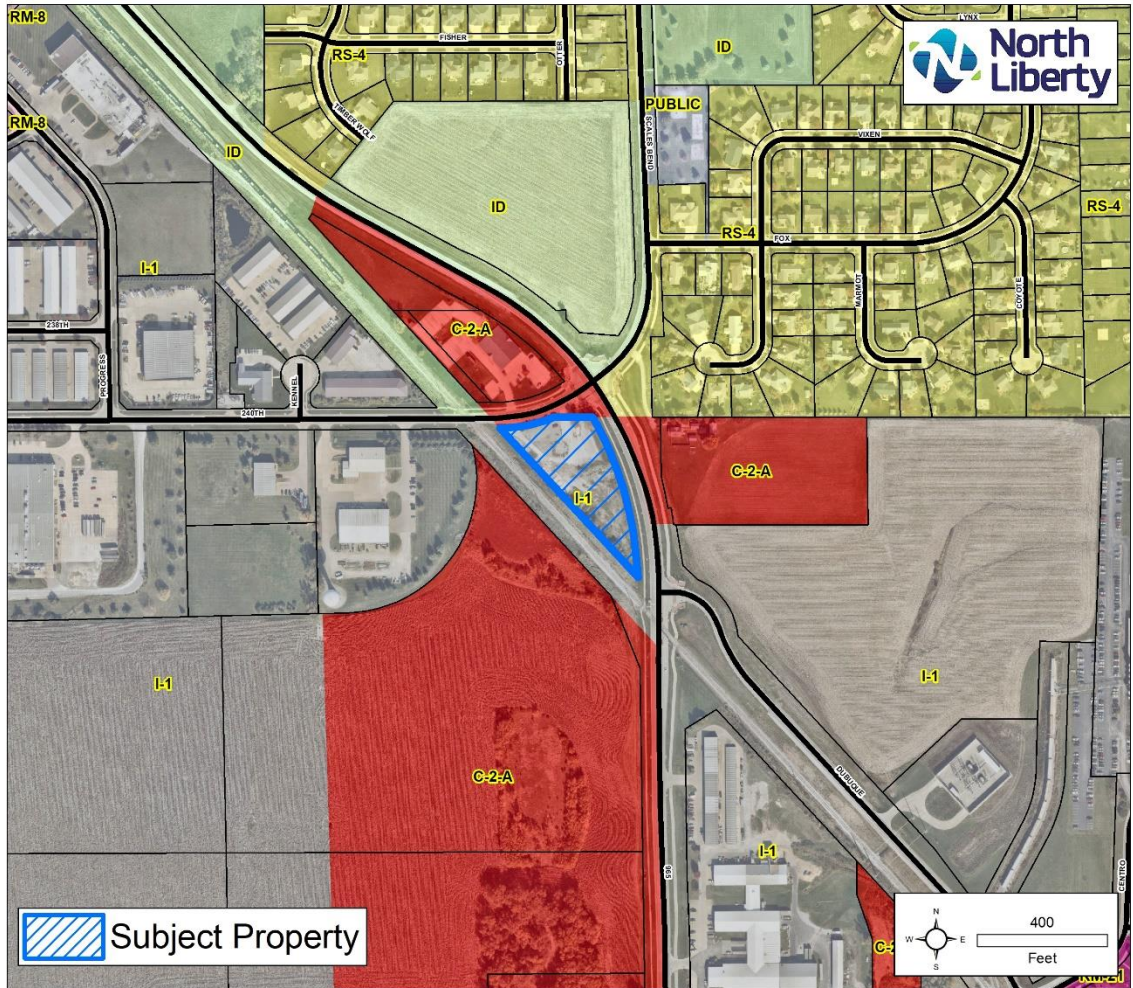
This letter is to notify you that the City of North Liberty is requesting a zoning map amendment (rezoning) on 1.72 acres, more or less, from I-1 Light Industrial District to C-2-A Highway Commercial District on property located at the southwest corner of Highway 965 and 240th Street (625 240th St) (see 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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| <input type="checkbox"/> Adult Signature Required | \$ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ |

Postage

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Total Postage and Fees

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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

Postmark
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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):

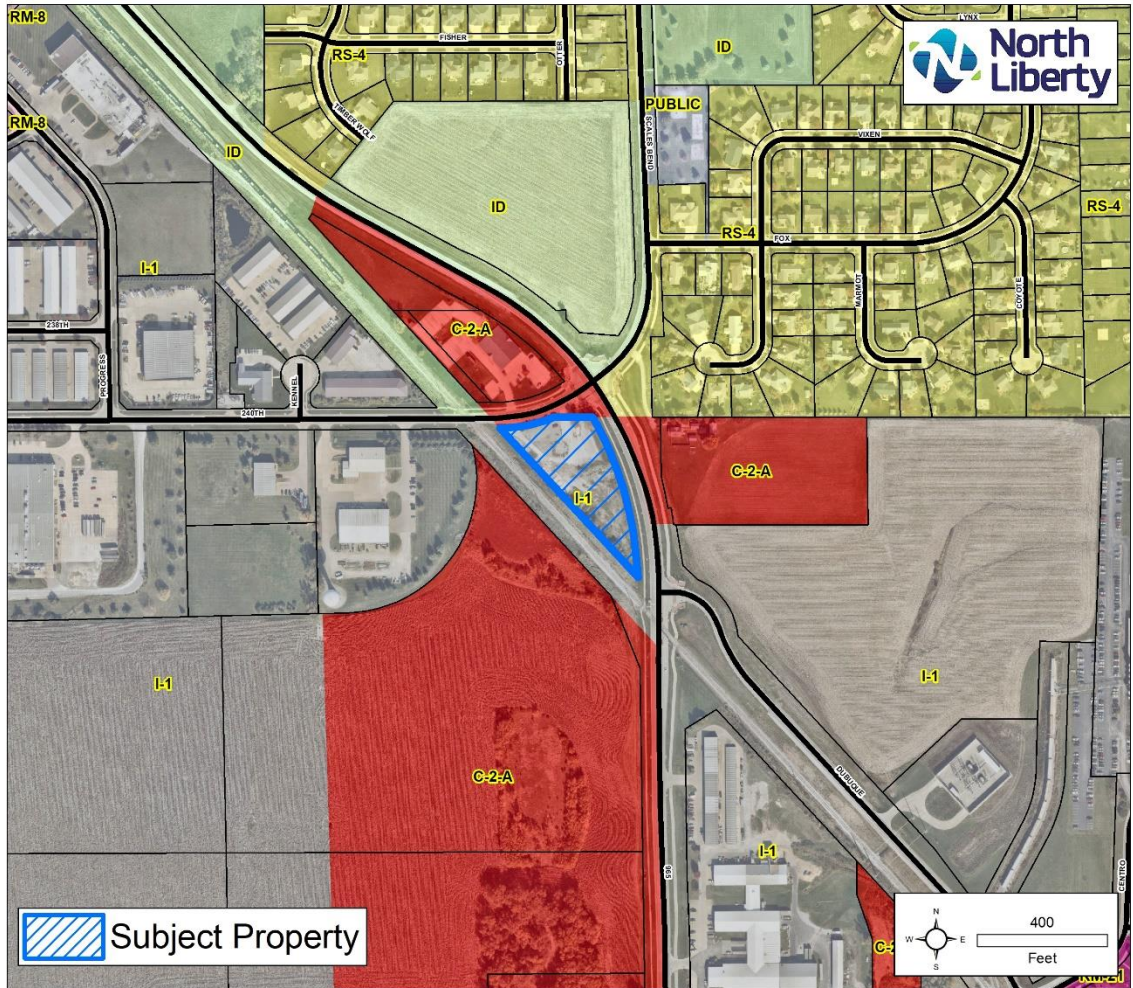
This letter is to notify you that the City of North Liberty is requesting a zoning map amendment (rezoning) on 1.72 acres, more or less, from I-1 Light Industrial District to C-2-A Highway Commercial District on property located at the southwest corner of Highway 965 and 240th Street (625 240th St) (see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

<p>Certified Mail Fee \$</p> <p>Extra Services & Fees (check box, add fee as appropriate)</p> <p><input type="checkbox"/> Return Receipt (hardcopy) \$</p> <p><input type="checkbox"/> Return Receipt (electronic) \$</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery \$</p> <p><input type="checkbox"/> Adult Signature Required \$</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery \$</p> <p>Postage \$</p> <p>Total Postage and Fees \$</p> <p>Sent To <u>JT Properties, LLC</u></p> <p>Street and Apt. No., or PO Box No. <u>2924 270th St NW</u></p> <p>City, State, ZIP+4® <u>North Liberty, Ia 52317</u></p>	<p>Postmark Here</p> <p style="font-size: 1.5em; color: red;">JUL 13 2021</p>
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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
<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		

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 July 27, 2021.

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. 2021-13 in the *North Liberty Leader* on the ____ of ____, 2021.

TRACEY MULCAHEY, CITY CLERK



Additional Information



To **Mayor and City Council**
CC **City Administrator**
From **Tom Palmer, Building Official**
Date **8/4/2021**
Re **Monthly Report**

July Permits:

63 permits were issued in July with estimated construction value of 3.2 million dollars. Seven new home permits were issued with estimate construction value of 1.9 million dollars. Staff completed 349 inspections during the month of July.

Rental/Code Compliance Cases:

Eight rental permit applications received in July. Twenty-one code compliance cases were processed in July.

Vintage Estates:

Five foundations have been completed and framing crew has framed two homes. These five homes will be used as model units. Thirteen of thirty homes are sold.



July Permit Tally Report



Permit #	Permit Type	Type of Improvement	Project Description	Construction Value	Total Fees
Group: Accessory Structure					
20210573	Zoning	Accessory Structure	Shed	2,500.00	
				2,500.00	

Group Total: 1

Group: Commercial Addition

20210535	Building	Commercial Addition	replacement of the existing water heaters serving the indoor and outdoor swimming pools and other related work as follows: General plumbing upgrades, electrical work, a new building addition and miscellaneous work as shown on the drawings.	406,000.00	
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Group Total: 1

Group: Commercial Alteration

20210548	Building	Commercial Alteration	Add Interior Wall to separate Unit 10 off from Units 1,2, and 11	2,300.00	\$73.45
				2,300.00	\$73.45

Group Total: 1

Group: Deck

20210581	Building	Deck	Home Town Restyling is to remove the existing deck and haul away, They will then build a new vinyl clubhouse 14x14 deck between the existing windows. HTR is to build two 4x4 landings off the new deck structure.	16,333.00	\$269.91
20210550	Building	Deck	Replacing decking and rebuilding steps to 42" wide and adding new section of guard rail. (original steps were built full with of deck.)	500.00	\$23.50
20210439	Building	Deck	Moving stairs on deck to a different side.	100.00	\$23.50
				16,933.00	\$316.91

Group Total: 3

Group: Driveway

20210606	Zoning	Driveway	Replacing the driveway, sidewalk bench and approach	6,446.50	\$25.00
20210410	Zoning	Driveway	Extension of driveway to the right	2,500.00	\$25.00
				8,946.50	\$50.00

Group Total: 2

Group: Fence

July Permit Tally Report

20210612	Zoning	Fence	Fence Installation	8,200.00	\$25.00
20210599	Zoning	Fence	6' high wood fence	500.00	\$25.00
20210594	Zoning	Fence	4 foot high black vinyl chain link	3,000.00	\$25.00
20210567	Zoning	Fence	Finish off fencing in backyard new owner	4,075.00	\$25.00
20210562	Zoning	Fence	4' high chain link fence	5,800.00	\$25.00
20210556	Zoning	Fence	4' black vinyl chain link fence	1,200.00	\$25.00
20210549	Zoning	Fence	Black vinyl fence	2,000.00	\$25.00
20210541	Zoning	Fence	4 ft high black vinyl coated chain link fence.	1,700.00	\$25.00
20210538	Zoning	Fence	5' high black vinyl chain link fence	1,750.00	
20210504	Zoning	Fence	Fence modification	0.00	\$25.00
20210499	Zoning	Fence	4' high black chain link fence.	2,400.00	\$25.00
20210062	Zoning	Fence	Chain-link Fence Installation	4,000.00	\$25.00
				34,625.00	\$275.00

Group Total: 12

Group: Fire Alarm & Detection Equipment

20210600	Fire	Fire Alarm & Detection Equipment	Replace/upgrade fire alarm communicator	500.00	\$77.00
				500.00	\$77.00

Group Total: 1

Group: Mechanical Electrical Plumbing (MEP)

20210619	Building	Mechanical Electrical Plumbing (MEP)	Installing 1 Clipper Creek EV Charger for in garage	640.00	\$27.77
20210611	Building	Mechanical Electrical Plumbing (MEP)	Install mini split system	2,000.00	\$23.50

July Permit Tally Report

20210604	Building	Mechanical Electrical Plumbing (MEP)	Installing Mini-Split Air Conditioner in conference room	2,500.00	\$76.25
20210598	Building	Mechanical Electrical Plumbing (MEP)	REPLACE FURNACE	4,410.00	\$102.99
20210586	Building	Mechanical Electrical Plumbing (MEP)	sprinkler system water meter removal	700.00	\$23.50
20210576	Building	Mechanical Electrical Plumbing (MEP)	Installing new irrigation system	12,500.00	\$144.40
20210574	Building	Mechanical Electrical Plumbing (MEP)	REPLACING A/C	3,896.00	\$95.79
20210568	Building	Mechanical Electrical Plumbing (MEP)	Replacing the furnace, a/c, coil and water heater.	8,830.00	\$164.87
20210566	Building	Mechanical Electrical Plumbing (MEP)	Removal of Backflow device on sump pump	0.00	\$23.50
20210551	Building	Mechanical Electrical Plumbing (MEP)	Irrigation removal - Inspection approval	200.00	\$23.50
20210546	Building	Mechanical Electrical Plumbing (MEP)	Shower Install	3,400.00	\$88.85
20210503	Building	Mechanical Electrical Plumbing (MEP)	Install outlet for exterior food truck	1,000.00	\$38.75
				40,076.00	\$833.67

Group Total: 12

Group: New Commercial

20210500	Building	New Commercial	New Scooters Coffee drive thru	185,000.00	\$2,664.75
				185,000.00	\$2,664.75

Group Total: 1

Group: New Single Family Dwelling

20210545	Building	New Single Family Dwelling	Single Family Home	250,000.00	\$2,581.25
20210480	Building	New Single Family Dwelling	New single family dwelling	250,000.00	\$2,731.25

July Permit Tally Report

20210443	Building	New Single Family Dwelling	Ranch style Detached Condo	288,001.00	\$1,509.02
20210442	Building	New Single Family Dwelling	Ranch style Detached Condo	289,475.00	\$2,802.31
20210441	Building	New Single Family Dwelling	Ranch style Detached Condo	300,612.00	\$747.50
20210324	Building	New Single Family Dwelling	New single family dwelling	250,000.00	\$2,581.25
20210266	Building	New Single Family Dwelling	New single family dwelling	250,000.00	\$2,731.25
				1,878,088.00	\$15,683.83

Group Total: 7

Group: Patio

20210544	Zoning	Patio	concrete Pad under deck	100.00	
				100.00	

Group Total: 1

Group: Residential Addition

20210597	Building	Residential Addition	Install a 9.460kW roof mounted solar system	8,514.00	\$160.45
20210558	Building	Residential Addition	Convert Screen porch to dining room, add screen porch, replace deck boards and railings	100,000.00	\$993.75
20210557	Building	Residential Addition	Installing 6.120kW roof mount	6,201.00	\$128.06
20210539	Building	Residential Addition	Install A 9.890Kw roof mounted solar system	13,674.00	\$232.69
20210484	Building	Residential Addition	adding a 10 x 35 ft extension to existing garage	10,000.00	\$181.25
				138,389.00	\$1,696.20

Group Total: 5

Group: Residential Alteration

20210589	Building	Residential Alteration	Re-roof	19,655.00	\$23.50
20210588	Building	Residential Alteration	Re-roof	19,655.00	\$23.50
20210587	Building	Residential Alteration	Re-roof	19,655.00	\$23.50
20210580	Building	Residential Alteration	Re-roof	22,530.00	\$23.50
20210579	Building	Residential Alteration	Re-roof	22,530.00	\$23.50
20210578	Building	Residential Alteration	Re-roof	22,530.00	\$23.50
20210577	Building	Residential Alteration	Re-roof	22,530.00	\$23.50
20210547	Building	Residential Alteration	Basement build out	25,000.00	\$391.25

July Permit Tally Report

20210446	Building	Residential Alteration	Install 16kW Generator	8,891.07	\$165.72
20210335	Building	Residential Alteration	Replace front vinyl and brick, and NW side vinyl siding with Stone Veneer (see attached photos). Father-In-Law will help with the work (A life long Mason)	10,000.00	\$23.50
20210310	Building	Residential Alteration	Re-roof	29,340.00	\$23.50
				222,316.07	\$768.47

Group Total: 11

Group: School

20210584	Building	School	Exterior Wall Panel Replacement	267,000.00	\$23.50
				267,000.00	\$23.50

Group Total: 1

Group: Swimming pools, spas and hot tubs

20210540	Building	Swimming pools, spas and hot tubs	above ground pool	300.00	\$23.50
				300.00	\$23.50

Group Total: 1

Group: Zoning Certificate

20210575	Zoning	Zoning Certificate	Inspire Athletics - Moved from unit 8 to 10	0.00	\$25.00
20210570	Zoning	Zoning Certificate	Zoning Compliance Certificate	1.00	\$25.00
20210407	Zoning	Zoning Certificate	Vet Clinic	0.00	\$25.00
				1.00	\$75.00

Group Total: 3

				3,203,074.57	\$22,561.28
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Total Records: 63



Permit Summary Report Inspection Type

Schedule Date01/01/2021 TO 07/31/2021

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Row	Total
Inspection request	7	1	17	22	15	10	10	0	0	0	0	0		82
Re-inspection	20	23	55	46	63	37	69	0	0	0	0	0		313
1st SWPPP	1	3	11	11	10	9	5	0	0	0	0	0		50
Above Suspended Ceiling	1	0	1	1	0	1	0	0	0	0	0	0		4
Backflow Preventer	0	0	1	0	0	0	0	0	0	0	0	0		1
Building Sewer	0	0	0	1	0	0	1	0	0	0	0	0		2
Commercial Final	1	1	6	2	3	2	1	0	0	0	0	0		16
Commercial Rough-In	0	5	5	2	3	0	1	0	0	0	0	0		16
Deck, Porch, Sunroom Footings	3	0	15	10	13	24	7	0	0	0	0	0		72
Final	12	4	4	6	18	17	12	0	0	0	0	0		73
Fire - Automatic Sprinkler System	1	0	6	5	2	2	0	0	0	0	0	0		16
Fire - Automatic Sprinkler System - Preconcealment	0	5	0	0	0	0	0	0	0	0	0	0		5
Fire - Fire Alarm Installation	1	0	4	0	1	1	0	0	0	0	0	0		7
Fire - Fire Dept. Acceptance	1	0	4	0	2	0	0	0	0	0	0	0		7
Fire - LP-Gas (Temporary Installation)	2	0	0	0	0	0	0	0	0	0	0	0		2
Fire - Retail Sales of Fireworks	0	0	0	0	0	4	0	0	0	0	0	0		4
Footings/Slabs	3	4	10	14	15	13	10	0	0	0	0	0		69
Foundation Dampproofing	0	2	5	5	14	0	9	0	0	0	0	0		35
Foundation Wall	3	3	8	15	13	10	14	0	0	0	0	0		66
Framing	0	0	0	1	0	0	0	0	0	0	0	0		1
Gas service release	5	3	24	5	2	15	5	0	0	0	0	0		59
Grading	0	1	5	6	8	7	10	0	0	0	0	0		37
Manufactured Home	0	0	0	1	0	0	1	0	0	0	0	0		2
Meeting	0	0	0	1	0	4	2	0	0	0	0	0		7
Notice of Termination CSR	2	1	0	1	0	0	2	0	0	0	0	0		6
Other	0	0	0	0	4	2	10	0	0	0	0	0		16
Permanent Electric Service Release	9	10	10	17	12	9	19	0	0	0	0	0		86
Plumbing below slab	6	3	13	8	21	4	20	0	0	0	0	0		75
Pool Final (residential)	0	0	0	0	0	1	0	0	0	0	0	0		1
Rental	0	99	112	4	0	0	48	0	0	0	0	0		263
Residential final (New Construction)	3	6	14	13	21	13	19	0	0	0	0	0		89
Residential Photovolatic (PV) Solar System	3	1	3	2	2	6	4	0	0	0	0	0		21
Residential Rough-in (New Construction)	1	14	9	11	8	9	12	0	0	0	0	0		64
Rough-in	6	4	2	5	3	4	3	0	0	0	0	0		27
Sanitary Sewers	0	0	0	1	0	1	0	0	0	0	0	0		2
Sewer & Water Service	3	0	8	24	15	17	13	0	0	0	0	0		80
Sidewalk Release	2	2	3	4	10	6	10	0	0	0	0	0		37
Sump Pump Discharge Line	0	0	11	8	6	15	9	0	0	0	0	0		49
Temporary Electric Service	3	2	9	12	7	14	8	0	0	0	0	0		55
Water Heater	0	0	0	0	1	0	0	0	0	0	0	0		1
Water Main and Appurtenance	1	0	0	0	0	1	0	0	0	0	0	0		2
Water Service	0	0	1	1	0	2	0	0	0	0	0	0		4
Witness air pressure test and piping inspection	2	16	13	12	15	10	15	0	0	0	0	0		83
Totals:	102	213	389	277	307	270	349	0	0	0	0	0		1907

Certificate of Occupancy July Report

Applicant	Parcel Address	Project Description	Date C.O. Issued
Luke Strack	280 Sadler Lane Unit 104	2021 Rental	7/21/2021
Greg Schwartz	475 N. Colton Drive	2021 Rental	7/26/2021
Jacob Schmitz	120 Cherry Court Unit 4	2021 Rental	7/8/2021
Jacob Schmitz	90 Cherry Court Unit 6	2021 Rental	7/8/2021
Jacob Schmitz	50 Cherry Court Unit 3	2021 Rental	7/8/2021
Marcus Henning	2910 Stoner Court Unit 10	Add Interior	7/15/2021
Nick Ford	97 N. Park Ridge Road	2021 Rental	7/6/2021
TC Property Management LLC	1884 Goose Lake Circle	2021 Rental Permit	7/16/2021
Amanda Clark	9 B Hawkeye Drive - West Building	Vet Clinic	7/8/2021
Golfview MHP	205 Golfview Court	New	7/28/2021
Ramona Walker	1345 S. Jones Blvd.	2021 Rental	7/21/2021
Golfview MHP	141 Golfview Court	New	7/16/2021
Golfview MHP	118 Golfview Court	New	7/14/2021
Golfview MHP	116 Golfview Court	New	7/8/2021
Barry Frantz Construction, Inc.	1107 Mary Lane	SFD. Zero Lot. MONROE plan	7/29/2021
Barry Frantz Construction, Inc.	1105 Mary Lane	SFD. Zero Lot. MONROE plan	7/29/2021
Barry Frantz	1117 Mary Lane	SFC. Zero Lot	7/2/2021
Barry Frantz	1115 Mary Lane	SFC. Zero Lot	7/2/2021
Caleb Shield	792 River Bend Lane	New Zero Lot	7/28/2021
sharp Investment Properties	1175 Ogden Lane	SFD	7/23/2021
Caleb Shield	798 River Bend Lane	New zero lot	7/14/2021
Caleb Shield	796 River Bend Lane	New zero lot	7/14/2021
Stephen Wilson - Wagn	9 B Hawkeye Drive-West Building	Interior buildout of	7/21/2021
K&A Homes	1270 Ogden Lane	New Home	7/1/2021
Dream Builders of Iowa, LLC	1215 Ogden Lane	Single family home - New	7/16/2021
Dahnovan Builders LLC	1255 Exchange Street	New townhome	7/15/2021
Dahnovan Builders LLC	1245 Exchange Street	New townhome	7/28/2021
Dahnovan Builders LLC	1225 Exchange Street	New townhome	7/28/2021
Dahnovan Builders LLC	1215 Exchange Street	New townhome	7/28/2021
Dahnovan Builders LLC	1235 Exchange Street	New townhome	7/28/2021
Dahnovan Builders LLC	1205 Exchange Street	New townhome	7/28/2021

K&A Homes Charles Ainsworth	1200 Ogden Lane	New Home Construction	7/29/2021
Elevation Home Builders	1130 Salm Drive	2-story single family home 2-	7/23/2021
Scallon Custom Homes	1160 Salm Drive	New Single Family	7/22/2021
Rempel Construction and Cabinets, Inc.	1490 Salm Drive	Single family new construction	7/28/2021
Hodge Construction	1247 Chipman Lane	1245 & 1247 Chipman Lane	7/8/2021
Hodge Construction	1245 Chipman Lane	1245 & 1247 Chipman Lane	7/8/2021
Dylan Robson	1470 Franklin Street	New	7/23/2021
Christopher Robert Lux	705 Prairie Street	Home addition of 2	7/9/2021
Apex Construction Company	465 S. Highway 965	Relocation of lift	7/2/2021
N & L Investments	419 W. Zeller St.	2021 Rental	7/12/2021

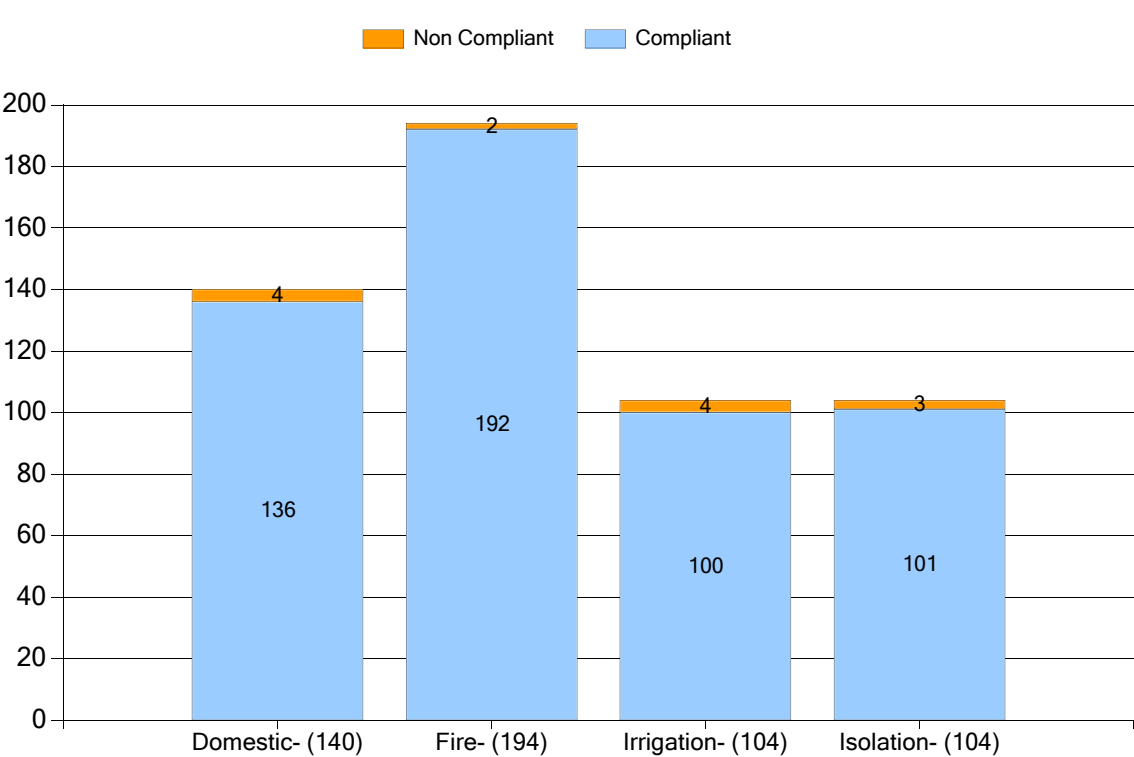
Total Records: 41

Code Compliance Report

07/01/2021 - 07/31/2021

Case Date	Case #	Status	Complaint	Reporting Code
7/1/2021	20210103	Closed	no rental permit	Housing Code
7/1/2021	20210104	Open	Tall grass	Nuisance
7/6/2021	20210105	Open	past due annual backflow preventer test report	City Code
7/12/2021	20210106	Closed	past due annual backflow preventer test report	City Code
7/12/2021	20210127	Open	Parking	City Code
7/13/2021	20210120	Closed	Parking	Zoning Code
7/15/2021	20210129	Closed	Parking	City Code
7/22/2021	20210107	Open	Tall grass	City Code
7/22/2021	20210108	Void		
7/22/2021	20210109	Open	Tall grass	City Code
7/22/2021	20210110	Open	Tall grass	City Code
7/22/2021	20210111	Open	Tall grass	Zoning Code
7/22/2021	20210112	Closed	Tall grass	Zoning Code
7/22/2021	20210113	Open	Sign	Zoning Code
7/22/2021	20210114	Closed	Parking	Zoning Code
7/22/2021	20210115	Closed	Parking	Zoning Code
7/26/2021	20210116	Open	Parking	Zoning Code
7/26/2021	20210117	Open	Fence	Zoning Code
7/27/2021	20210124	Closed	Parking	Zoning Code
7/27/2021	20210130	Open	Swimming pool	Building Code
7/28/2021	20210131	Void	Parking	Zoning Code
7/28/2021	20210132	Open	Parking	Zoning Code

Breakdown of Backflow Preventer Compliance



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



To **Mayor, City Council, Communications Advisory Commission**
CC **City Administrator Ryan Heiar**
From **Communications Director Nick Bergus**
Date **Aug. 1, 2021**
Re **Communications Staff Report**

COVID-19

We are now at back, almost, to regular operations, though delta variant concerns remain. We continue to include our “masked until you’re vaxxed” messaging in events and other appropriate places, as well as to share and amplify Johnson County public health’s vaccination messaging. The return to in-person meetings has been relatively smooth, though we had a couple of hiccups as we shook off the rust.

Summer Slate

We hosted our third month of Summer Slate events, including a concert at Centennial Park, drive-in movies at the Colony Pumpkin Patch, a movie at Ranshaw House, a day of inflatables, and more. Key events received a “Know Before You Go” event email in advance to heighten awareness and promote other events in the series. We produced a video of the month’s highlights and photographs from the events. Additionally, we prepared details for August events, including announcements planned for start of the month, which will wrap up the biggest parts of the summer.

Great Neighborhoods

We had good opportunities to work with Neighborhood Ambassadors to promote the Summer Reading Program, get information out about events of neighborhood interest. Jillian and other department staff met with ambassadors for lunches and breakfasts, and prepared and hosted the first in-person quarterly meeting at Penn Meadows Park on July 15. We continue to have some neighborhoods without ambassadors and are working through recruitment plans for those areas; details, directory and application are at northlibertyiowa.org/BeGreat.

Activity Guide

We worked with Recreation and Library staff to publish the first Community Activity Guide since February 2020. We reworked the guide to focus on the Community Center more holistically, grouping programs and activities by age rather than by department. We also simplified the guide, removing pages of policies and other information that is readily accessible in other places. The guide is available online and printed at the Community Center.

Other Items

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

We sent news releases about city programming and service changes, Summer Slate events and programs, commission openings, park investments, and more.

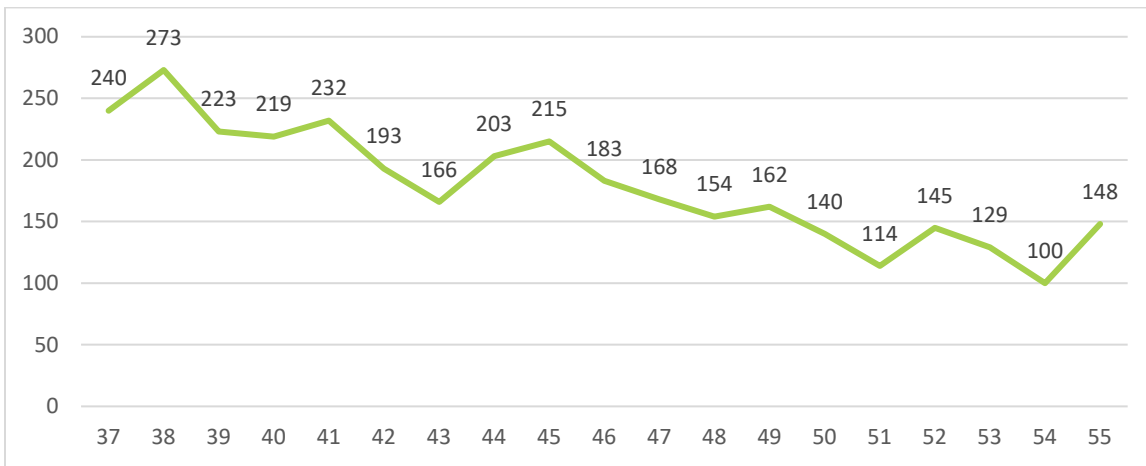
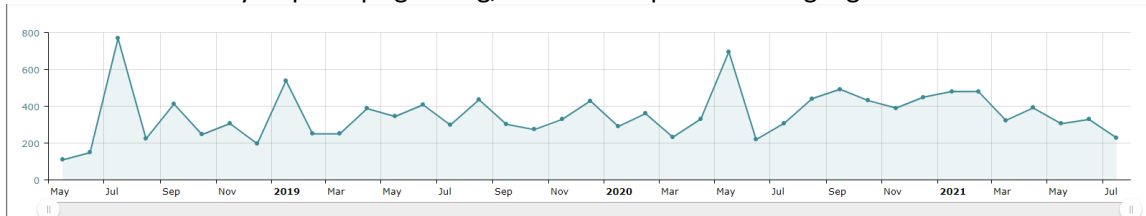
Staff represented the city at various meetings, including with Solar Johnson Count and other community organizations.

Completed Videos

Title	Requested By	Completed	Duration
Parks and Recreation Commission	Administration	July 1	0:36
Planning and Zoning Commission	Administration	July 6	0:25
Ranshaw Walking Tour	Communications	July 9	0:10
City Council	Administration	July 13	0:36
Tree and Stormwater Advisory Board	Administration	July 14	0:21
SRP: JC Dog PAC pitch	Library	July 19	0:01
SRP: Journey Above Poverty pitch	Library	July 19	0:01
SRP: NLCP pitch	Library	July 19	0:01
Eye on North Liberty: Tina Humston	Fire	July 19	0:06
Senior Connections: Heritage AAA	Library	July 23	0:24
Social: Summer Slate July	Communications	July 30	0:02
City Council	Administration	July 27	1:00
Total completed productions: 12	Duration of new video: 3.27 hours		

52317 Podcast

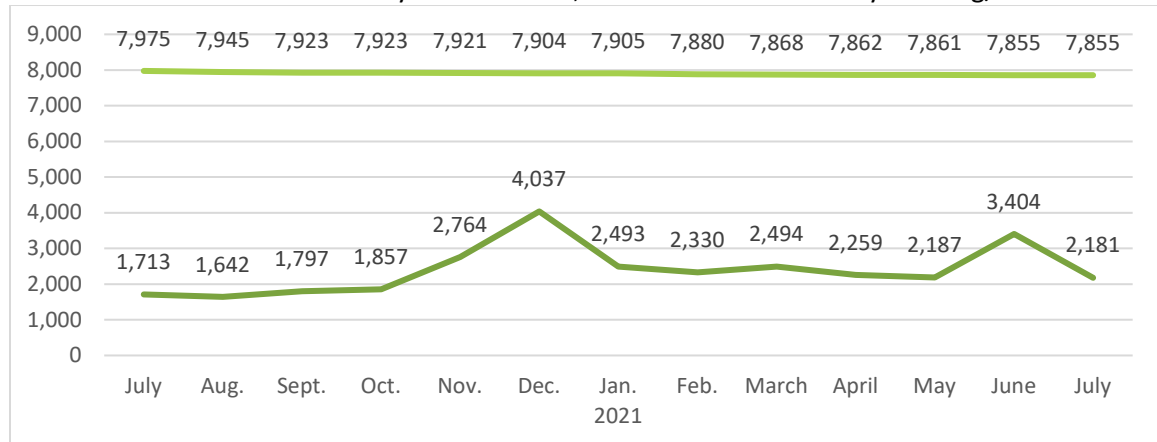
Release schedule is every three weeks; episodes can be found at northlibertyiowa.org/52317. Despite downloads-per-episode seeming to trend down, the number of downloads per month has remained steady or perhaps growing, with some episode driving higher numbers.



Downloads is the number times the podcast file was downloaded to a player, including a podcast client, webpage-embedded player or other device since its publication. Numbers are as reported by service provider LibSyn as of the date of this report. **Episodes** 55: Silver Rooster Tattoo; 54: Aero Performance and Physical Therapy; 53: Beathe; 52: Meadowlark Psychiatric Services; 51: Psychiatric Associates; 50: Letter B; 49: Fryvecind Voice Studio; 48: A Chocolate Studio; 47: Corridor Rentals; 46: MixHomeMercantile; 45: The Lounge; 44: Debut Dance; 43: Ice Cube Press; 42: Brown's School of Martial Arts; 41: Salon Ludic; 40: Tamarack 39: Table; 38: Vanilla Beans & Daydreams; 37: NLFD;

North Liberty Bulletin Email Newsletters

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



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

Subject lines July: My dog hates fireworks; June: Magical world of normal-ism; May: It's no walk in the park; April: Anything dirty or dingy or dusty; March: A really weird lion; Feb: Hi, neighbor 🐾; Jan: Storms ☁️; Dec: To new traditions 🍂; Nov: Kindness Matters; Oct: Get your trebuchet ready; Sept: A perfect storm; Aug: It's back? to school season; July: Summer summer summertime;

Social Media

Month	Facebook		Twitter		Instagram	Nextdoor
	New likes	Reach	New follows	Impressions	Followers	Members
July 2021	80	21,523	3	34,600	2,471	5,114
June 2021	72	25,066	-4	45,400	2,456	5,076
May 2021	73	23,940	-19	42,200	2,418	5,018
April 2021	33	24,980	19	49,800	2,381	4,959
March 2021	72	100,455	18	61,600	2,342	4,900
Feb 2021	96	24,756	22	48,700	2,305	4,818
Jan 2021	55	19,163	-4	32,500	2,276	4,760
Dec 2020	43	10,064	0	23,000	2,266	4,712
Nov 2020	37	9,978	20	50,600	2,242	4,684
Oct 2020	75	28,920	6	35,000	2,216	4,657
Sept 2020	66	21,472	11	33,500	2,195	4,624
Aug 2020	35	13,370	18	39,500	2,118	4,568
July 2020	35	13,370	18	39,500	2,118	4,568

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

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

Website Statistics

Month	Sessions	Users	Pageviews	Pgs/Session	Avg Session
July 2021	32,559	24,967	63,686	1.96	1:11
June 2021	22,840	19,955	64,284	2.03	1:28
May 2021	24,221	17,537	49,636	2.05	1:24
April 2021	22,452	13,855	44,847	1.37	1:24
March 2021	23,993	14,861	46,159	1.92	1:15
Feb 2021	27,228	20,540	47,047	1.73	1:06
Jan 2021	20,264	13,628	39,600	1.95	1:11
Dec 2020	16,287	12,267	32,867	2.02	1:18
Nov 2020	19,249	11,438	36,266	1.88	1:07
Oct 2020	26,779	19,448	47,929	1.79	1:10
Sept 2020	23,476	17,070	42,626	1.82	1:12
Aug 2020	19,804	14,379	36,863	1.86	1:16
July 2020	17,231	10,213	35,578	2.06	1:29

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



TO: City Administrator and City Council
FROM: Jennie Garner, Library Director
DATE: Aug 4, 2021
SUBJECT: Monthly Library Report

Library News

I was invited to participate in a video interview called One Year Later with a staff person from OCLC this month to discuss our response to the pandemic and subsequent changes we made this past year with a look at what next steps might be. OCLC is a global library cooperative, supports libraries in making information more accessible and more useful to people around the world. The video will be used as part of the Reopening Archives, Libraries, and Museums (REALM) Project and can be viewed [here](#).

Kellee, our Public Services Librarian, received an award for a grant to go to the Association for Rural & Small Libraries Conference in Reno, NV. Four of us will be attending the conference (barring additional COVID limitations) in October and two of us, me and Emily (Family Services) have been asked to present at conference on policy writing – we'll be presenting on writing policies to be inclusive and promote belonging.

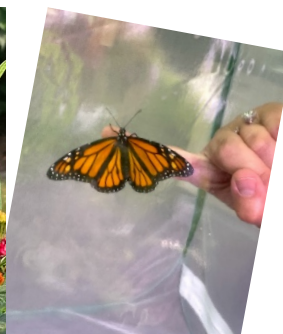
The library has joined several Iowa Libraries this summer to offer the [Iowa Library Adventure Pass](#), that offers free passes to special Iowa attractions. Passes, which can be checked out by North Liberty residents with a library card, allow free entrance for two adults and two children to the African American Museum, Blank Park Zoo, Reiman Gardens and the Science Center of Iowa. Thirty-two families have taken advantage of the Adventure Passes so far this summer.

We are thrilled to be able to host the Bus-eum History Tour at the North Liberty Library on **August 16 from 10am to 2pm** and hope many of you will be able to stop by to see this fantastic exhibit. The mobile museum in a retrofitted school bus, the "BUS-eum," will be viewable free of charge and includes a presentation about anti-German hysteria during WWI at 11:30 am inside the library. The BUS-eum highlights five significant themes from America's history: the pandemic of 1918, anti-German hysteria during WWI, Prohibition-era bootlegging in rural America, the "Second Wave" of the Ku Klux Klan in the Midwest of the 1920s and farmer-led rebellions during the Great Depression.

Scroll for program highlights from July



Patrons were invited to help paint the library windows in July as part of our interactive, drop-in programming.



Library staff raised three monarch caterpillars to teach patrons about metamorphosis. (pic on left is in the library's butterfly garden and right is the insect habitat in the library).



A llama (Earl – white) and an alpaca (Simon - black) in the library? Of course! Earl and Simon live on from Prairie Patch Farms. They stopped for a visit and an educational program for families last month.



Youth & Teen Services staff hosted a NASA ambassador presentation for the Recsters Summer Campers as part of our weekly programming for that group. Campers drew planet chalk art after learning about the planets.



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

From **Guy Goldsmith, Director of Parks, Building and Grounds**
Date **July 31, 2021**
Re **Monthly Report**

We performed various building maintenance tasks as needed this month. We continue to work with Shive Hattery and Contractors regarding the Ranshaw House project and the Rec Center Pool Heater project. The Ranshaw house has had some exterior paint problems but the contractor is currently working through the issues. We had a pre-construction meeting on July 8th regarding the Pool Heater project. The Fire Station has new shingles and the solar array is back in place.

We continue to pick up park/trail trash receptacles and pet waste stations as needed this month. Usage continues to be high.

We maintained equipment as needed this month by performing preventative maintenance and making repairs to ball field maintenance, mowing, trimming and landscaping equipment.

We performed ground and landscaping maintenance. We continue to stay very busy with round-a-bout landscaping. Park staff mulched all park and city property trees.

Our landscaping crews continue to trim back low hanging tree branches alongside the bike trail for added user safety.

Much time was spent mowing and trimming the parks and grounds this past month.

Ball field maintenance continues but has slackened some. We continue to prepare for the upcoming fall ball season.

We continue to meet with Shive Hattery regarding the Centennial Park Loop Road Project and the Forevergreen Road Trail Improvement Project. The two projects will begin very soon.

We installed a security camera system at the Public Works Storage area. This will help track public access during an event. For example: Tree debris drop off after Derecho.

Broadmoor Pond had a large fish kill on July 1st. Park Staff spent two days cleaning up the dead fish. We called in Paul Sleeper, DNR Lake Macbride Fisheries Biologist and he determined that the fish kill was caused by low oxygen levels in the pond. It takes sunlight to produce oxygen and unfortunately, we had 10 days of overcast weather. This along with shallow pond depths were contributing factors. We are looking into budgeting and possibly installing an aeration system similar to a fish aquarium but on a much larger scale to help with future problems.

Parks Staff planted 12 new trees at Red Fern Dog Park on July 6th. This was in part paid for by a Mid-American *Trees Please* Grant.

The Parks Department participated in an IAMU Playground Safety class on July 20th. Some of the training was in the classroom but the remainder of the training was spent at Penn Meadows Park performing hands on inspections.

We had an Eagle Scout project on July 31st at Beaver Kreek Park. The walking bridge from the Juniper Court Beaver Kreek Park entrance side was completely removed, redesigned and replaced with new materials. I want to say thank you to the Boy Scouts for taking on such a large project. The bridge really turned out nice.



Fish Kill Broadmoor Pond



Red Fern Dog Park Tree Planting



Playground Safety Inspection Training



Eagle Scout Project Beaver Kreek Park



Eagle Scout Project Beaver Kreek Park



North Liberty Police Monthly Report July 2021

Training:

- Members attended monthly training for canine, bomb squad, tactical team, honor guard training, and dive team. (56 hours)
- All sworn members attended in-house Active Bystandership in Law Enforcement (ABLE) training. This covers the skills and human factors for our duty to intercede responsibilities. This was taught by two certified NL instructors. (184 hours)
- Investigators attended online training for sex offenders' motivations, interviewing skills, and investigation (32 hours)
- Chief attended an online course for Budgeting for law enforcement (4 hours)
- New hire, Justin Jacobi was firearms and taser certified. He will leave for the police academy at the end of next month. (20 hours).
- Four members received training on being administrators for the new RAVE system through the JECC. This system is replacing the WENS system for emergency and public notification. (4 hours)

Traffic Contacts	369
Parking Contacts	32
Vehicle Inspections	20
Vehicle Unlocks	24
Crash Investigations	24
Public Assists	346
Assist other Agency	62
Crimes Against Persons Report	6
Crimes Against Property Report	12
Other Reports	34
Arrests	27
Warrants	9
Alcohol/Narcotics Charges	14
Crimes Against Persons Charges	3
Crimes Against Property Charges	0
Other Charges	23
Animal Calls	59
Total Calls for Service	2032
*Total Calls for Service for the year	12315

Public Relations:

- We had our Community Outreach Officer coordinate a Day of Service request from Grace Community Church. Members toured the facility and chalked the walk to show support for all of the NLPD officers and professional staff. Thank you, members of Grace Community Church!



- Our Community Outreach Officer attended the city sponsored ambassador's night meet and greet.
- We assisted with the Johnson County Kids Day at the fair. An officer displayed a patrol car with other public safety vehicles.
- Officers were invited and attended the Arlington Ridge Bike ride.
- An officer attended the Bike Ride at the Rec center for the slow roll across the city.
- Officers stopped and handed out stickers and mingled with folks at the NL community events this month.
- During some extreme hot weather in July, officers purchased cases of water and made it available to hand out to members out in the extreme heat.
- We have provided several tours to the public of the new police station.
- We completed 8 child seat safety inspection.

Equipment:

- We purchased a carpet cleaner and tile scrubber for the new PD.
- We demoed the MILO system as a training tool for a judgement simulator. We will also be looking at several other products. The Lt drove to Rochester, MN to demo their virtual reality judgement simulator by Apex, they have in-house.
- Officers attend a demo for the Bolo Wrap in Coralville, which is a non-lethal tool that can wrap up a person's arms or legs when they are being combative.
- We received the drone that will be housed at NLPD and the procedures are in place. This was purchased with EMA, NLPD and NLPD. It was requested to find a subject in Johnson County that fled a scene and armed. The drone was deployed in a field, by the certified pilot who was on duty, and located the individual and provided commands to surrender. The individual gave up and was taken into custody without incident.
- We purchased additional wall protectors for the new PD. The chairs in some offices are damaging the walls. These will be a vinyl protector that will affix to the wall that will protect the drywall.
- We continue to measure and order load bearing vest for the officers that have requested them. These are custom fit to their ballistic vest, but is used to get some of the weight off of the officers' duty belt and distribute the weight across their chest and shoulders.

Enforcement/Crime:

- We had 51 firework complaints between July 1st and July 5th. This is down from 126 calls in 2020, but close to the 2019 calls which were 49.
- We have been working the GTSB contract. Officers are coming in to enforce traffic violations and working joint projects with other agencies.
- A sex offender that was in violation of the registry compliance rules was believed to be hiding at an apartment complex from a tip we received. Officers surveilled this building until they located the man. He was taken into custody without incident on the arrest warrants.
- Several narcotics warrants were executed this month by the drug task force members resulting in narcotics and weapon seizures as well as criminal charges.

Department Admin:

- High School Intern Makayla Bronson finished her summer unpaid internship for 44 hours.
- Ames Helzer submitted his 2-week resignation to become a trooper with the Iowa State Patrol. We wish him well with his new position.

North Liberty Police Monthly Report Continuation --- July 2021

- Completed the drone policy and updated several policies for the Peace officer Bill of Rights and the Back the Blue legislation.
- Chief met with Tricon and the building architects to try to finish the items on the punch list since we have been in the building for 1 year. There are approximately 25 items still remaining on the project.
- Iowa Acts Updated Law information was condensed to just PD information and provide to all staff members. This was training provided by the Attorney General's Office for impact of the last legislative changes.
- Continue to work through technical issues for the use and reporting of the self-initiated contact card. We will use this for the Dr. Barnum Study. We received the data once a month and are now going through to make sure the data is accurate and showing up in the correct sections.
- A joint meeting was held with other entities and the Mobile Crisis Director in how we can enhance that program and better serve our communities. More meetings will follow and a tour is scheduled so they can see what the NLPD's facility has to offer.

Respectfully Submitted by Chief Diane Venenga and Alisha Ruffcorn 8/3/2021



To **Park & Recreation Commission Board Members**
CC **Mayor, City Council, City Administrator**
From **Shelly Simpson**
Date **August 2, 2021**
Re **Monthly Report – July 2021**

The summer season continues with outdoor pool and summer camp operations. Swim lessons were held both mornings in outdoor pool and evenings in the indoor pool. Aqua fitness classes continue to bounce back with full classes. Operations continue to be ready to adapt month to month.

Recdesk Database:

Reviewing our Recdesk database; we have 9,144 residents (65%) and 4,992 non-residents (35%) totaling 14,136 individuals.

Aqua Programs:

Aqua Bootcamp – 12 participants	Aqua Zumba – 12 participants
Aqua Arthritis MWF – 13 participants	Aqua Arthritis T TH – 13 participants
Noodle Triathlon – 3 participants	Water Resistance – not held this month
Rec Swim Team – 10 participants	Lucky Duck – 37 participants

We are also taking daily class drop-ins if space allows.
This month Aqua programs revenue totaled \$2,227.50.

Swim Lessons:

Level 1 – 56 participants	Level 2 – 44 participants
Level 3 – 42 participants	Level 4 – 38 participants
Level 5 – 21 participants	Level 6 – 17 participants
Parent/Tot – 38 participants	Private T – 20 participants
Tadpoles – 30 participants	Private TH – 20 participants

This month, swim lesson revenue totaled \$5,819.12.

Leagues:

3 on 3 Basketball League – Girls, Grade 5 – 7 teams.
Other sport leagues will resume in September.

BASP: Summer Camp weeks 4, 5, 6 & 7 - 50 participants per week. Things are going well.
This month BASP revenue totaled \$352.20.

Rec Programs:

Barre – 5 participants	BIC Leisure Ride – no participation
Body Blast – 4 participants	Body Sculpt – 1 zoom participant, drop-ins only
Bootcamp – 2 participants	Cardio Pump – 5 participants
Pee Wee Baseball – 15 participants	Senior CBS – 5 participants
Tennis Lessons – 36 participants	

Tippi Toes Dance; Baby Ballet – 9 participants; Ballet/Tap/Jazz – 10 participants and Hip Hop/Jazz – 4 participants
This month Classes/Programs totaled \$9,547.

Offsite Programs: Schools remain closed for our offsite programs and have limited part-time staff to cover additional facilities at this time.

Indoor Pool:

Facility use is on a first come, first serve basis and shared lane use. Indoor pool activities include lap swim, aqua fitness classes and evening swim lessons through the summer.

Outdoor Pool:

Outdoor pool activities include morning swim lessons, and open swim. Pass holders have one hour (12pm-1pm) use prior to daily drop-ins. Daily drop-ins allowed after 1pm unless capacity is reached.

Season Pool Pass revenue for month: \$13,038.50

Daily Pool Fees revenue for month: \$32,785.00

Pool Concessions revenue for month: \$13,780.50

Pool Rentals revenue for month: \$660.00

Weight & Exercise Area / Track:

Weight fee revenue for the month: \$8,491.00

Split membership revenue for the month: \$5,071.00

Gymnasiums:

Gymnasium Rentals revenue for this month: \$-0-

Rentals:

Community Center Rental revenue for this month: \$722.50

Shelter rental revenue for this month: \$202.50

Field Rental revenue for this month: \$5,167.50

Revenues:

Revenue for the month totaled \$97,843.99

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



To **Mayor and City Council**
CC **City Administrator Ryan Heiar**
From **Street Superintendent Michael Pentecost**
Date **August 2, 2021**
Re **Street Department Staff Monthly Report for July**

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

- Locating of City Utilities (363 job tickets) ongoing
 - a. This is an increase of just under 1% from July 2020
- Continued animal control services (6 responses to animal issues)
- Cemetery plot locates (7 in total)
- Projects/Meetings
 - a. Ranshaw Way Phase 5
 - i. Bi-weekly progress meetings
 - ii. Contractor completing removals and paving on the east side of the project
 - iii. Temporary traffic signals installed at S Jones Blvd and W Forevergreen Rd for detour route during Phase 4
 - iv. Verizon/MCI has not relocated out of ROW yet
 - v. Century Link has relocated out of ROW
 - vi. Meeting and working with Golf Course owner about Phase 4
 - vii. Continued communication with Shive and PCI decision making items discovered as project progresses
 - b. Southwest Growth Project
 - i. Continued progress meetings
 - ii. Continued installation of lift station equipment and working on punch list items
 - iii. Contractor did not meet operational timeline but estimates operational by late-August
 - iv. Contractor is being assessed liquidated damages daily
 - c. Dubuque St Phase 1
 - i. Working with contractor and Alliant Energy for rewiring of electric utility services
 - ii. Utility relocates have started
 - iii. Continued design work as utility clarifications are determined
 - d. IDOT meeting on I380/Penn St bridge design with IDOT, City of North Liberty, and Shive
 - e. Staff meeting in person of department heads and administration
 - f. Planning Commission review of new projects

- g. Neighborhood Ambassadors social outing at Penn Meadows Park
- Helped transport Fire Dept. solar panels for reroofing project
- Mowing of City ROW (Right of Way) and easement locations
- Staff conducted monthly safety inspections for all street equipment and buildings
- Street Painting
 - a. Staff painting symbols, crosswalks, stop bars, and lane lines
 - i. Paint inventory low and continued work on getting supplies
 - b. Low bid contractor selected
 - i. Contractor has started work
- Training
 - a. Beaver Dam prevention and deterrents presented live on-line for 2 staff members and myself
- Road Repairs
 - a. Concrete removal and replacement on Vixen Cir, Marmot Ct, Bobcat Ln, Fox Valley Dr, and Andy Ct
 - b. Restoration work completed on these locations
 - c. Cold patch repairs in various locations in town
- Storm Sewer
 - a. Storm tile repairs on Fox Run and Lynx Ln
- Sanitary Sewer
 - a. Sewer easement clearing of trees and vegetation for maintenance access
 - b. Replacement and repairs of damaged lids and castings
 - c. Video inspection of various sewers
- A lot of sign repairs/replacements/new installs after receiving inventory from new supplier
- Street light repairs
- GIS Mapping
 - a. Remaining sanitary sewer manholes identified
 - b. Only 25 locations left for data collection



To **City Council, Mayor and City Administrator**
From **Drew Lammers**
Date **August 1, 2021**
Re **July 2021 Water Pollution Control Plant (WPCP) Report**

1. All scheduled preventative maintenance at the plant and lift stations was completed. Staff stayed very busy with numerous operational jobs throughout the month.
2. This month's staff safety meeting was on Hazardous Communication. Staff completed target solutions online training as well as reviewed safety training topics as a group.
3. All submersible pumps at the treatment facility were pulled from the basins, inspected, and had oil changed. All pumps remain operational.
4. Staff cleaned all of the weeds and dried solids out of the 5.5 million gallon EQ basin liner. We were able to haul the weeds out with tarps and our crane truck. The dried solids were shoveled into piles along the bottom edge where we could reach with the Vac truck for easier removal.
5. The SW Growth Lift Station Project had start-ups on the backup generator and the submersible pumps. Several other equipment start-ups will be scheduled before completion. City staff continues to have meetings with engineers, contractors, and inspectors to discuss updates and details of the project.
6. WPCP will be requesting a NPDES permit amendment from the IDNR. We will be requesting to remove chloride sampling from our permit. WPCP performed frequent testing over the past year to prove that we are within regulation compliance for chloride limits. Two main contributions to lower chloride limits is the City's upgraded Water Treatment Facility as well as a decline in home softener systems due to improved water quality.
7. Matt Hertzfeldt started with the WPCP dept. July 6th as a Treatment Operator 1. Matt has experience and background in laboratory operations. We are excited to have him join the North Liberty team.

Drew Lammers - WPCP Superintendent



To **North Liberty Mayor and City Council Members**
CC **City Administrator Ryan Heiar**
From **Water Superintendent Greg Metternich**
Date **August 2, 2021**
Re **Monthly Report – July 2021**

In the month of July, we treated a total of 43,869,000 gallons of water, our average daily flow was 1,415,000 gallons, and our maximum daily flow was 1,838,000 gallons. The total amount of water used in the distribution system was 2.38% higher than July 2020.

We had a busy month with 8,831 accounts read, 28 re-reads, 685 service orders, 86 shut-offs, 69 re-connects for water service, 197 shut-off notices delivered, 20 new meter set inspections, 12-meter change outs, 34 MIU change outs, assisted 18 customers with data logging information, 74 calls for service, and 10 after hour or emergency calls. Our monthly total service work averaged 57 calls per day.

Summit Fire completed our annual fire system inspection, including the backflow and the electronic control panel at the treatment plant. We have one overhead sensor that needs to be replaced. They have the sensor on order but couldn't give us an expected delivery date.

We are in the process of moving our bulk water fill station from the public works campus to the storage area located on Golfview Drive. We ran a new two-inch water line 130 feet under the driveway to a location that should allow trucks/trailers to load and get turned around without any problems.

We purchased a used semi on July 14th from Don's Truck Sales in Fairbank Iowa. We spent a couple of days getting the truck setup to haul our trailer, in the process we found and repaired several small air leaks.

On Sunday July 25th we had a fire hydrant on Hwy 965 (south of the construction work) hit by a drunk driver. The hydrant was pushed over and broke at the breakaway flange, this hydrant was to be relocated as part of the construction for the new tunnel under Hwy 965. We'll be supplying the contractor with a new hydrant.

Our maintenance staff has continued working on painting hydrants, valve box repairs, and exercising mainline valves.

Water Superintendent
Greg Metternich



Board Meeting Minutes

Date: July 1, 2021, 7pm in person

Board Members Present: Jeremy Parrish, Richard Grugin, Shannon Greene, Amy Chen, Kevin Stibal, Craig Sundell

Absentees: Marcia Ziemer, Shelly Simpson

Others Present: Guy Goldmith, Brian Motley

Agenda

1. Call to Order
 - 7 PM by Richard Grugin
2. Approval of Minutes from June 3, 2021
 - Motion by Richard Grugin, second by Craig Sundell. Motion carried.
3. Board Members
 - Returning: Shannon Greene (1 year), Craig Sundell (1 year)
 - New: Amy Chen, Kevin Stibal
 - Parks Director: Guy Goldsmith
 - Assistant Parks Director: Brian Motley
 - Appointment of Board Positions
 - Chair: Richard Grugin
 - Vice Chair: Shannon Greene
 - Secretary: Amy Chen
4. Reports
 - Parks Report
 - Ranshaw House project has paint issues, contractor will fix
 - Pool heater project: bid and accepted
 - Park tail trash: high usage
 - Maintaining lawn equipment
 - Landscaping now has two crews
 - Added one due to extensive streetscaping
 - Allows for better time coverage, too
 - Bike trail cleared of 2 miles of low limbs
 - More trimming due to dry weather now back to moving
 - Ballfield maintenance due to town league ending
 - Now focusing on supporting weekend tournaments
 - Penn Meadows Ball Field Complex
 - Replaced the wooden dugout seating
 - Aluminum tops were repurposed at no cost but labor
 - Playgrounds
 - All playgrounds were given new safety mulch except rec center
 - Took 7 semi loads of mulch
 - Loop Road around Centennial Park
 - Going to bid shortly
 - Construction to begin in Fall and be completed in Spring 2022
 - Creating road, parking areas, and shelter around perimeter

- Forevergreen Trail Improvements Project
 - Raising the trail 2 feet to allow better drainage this summer
 - Cover Bridge Road by trees down to the Y of the trail
 - Penn Meadows Park
 - Installed the donated free library by the splash pad
 - Rec Center
 - Installed new poles and LED lights at the rec center
 - Took only two days
 - Did have to block parking by closing either North or South side
 - Uses less power than high-pressure sodium lights
 - Also added additional electrical outlets to poles for future events
 - Tennis court renovations
 - To begin in the last week of July and will take all of August
 - 2 tennis courts to be replaced with 6 pickleball courts
 - Resurfacing to cover the surface cracks
 - Installing fabric barrier between new asphalt and the new surface
 - Originally installed in 2006
 - Surface of varying depth due to poles raising up (thicker on East)
 - Level needed for ice rink install in the winter
 - Tennis courts at Liberty High School will more than replace the loss
 - Pickleball in more popular than tennis
 - Dog Park
 - Selling a lot of dog passes
 - Usage steady, but lower due to heat
 - Turf better than in spring
 - Will spray and do another seeding in fall
 - Splash Pad
 - Controller burned out
 - To be fixed over the weekend for holiday
 - Broadmoor Pond
 - Huge fish kill; cleaned 30 June and 1 July
 - Fishery department came and reported the oxygen level deficiency
 - Cause was the algae bloom after week and a half of overcast weather
 - Algae pulled oxygen from the water rather than the air
 - Probably better in the long run as the fish were overpopulated
 - Put out a pond pack that feeds on the nutrients that supply algae
 - Usually, the blooms happen a month and a half later
 - Pond susceptible to winter kill; didn't happen this past year
 - Look into pond aeration system as it is shallow
- Recreation/Pool Report
 - Now open
 - Visitors can check in by the snacks
 - Front desk used only for membership problems
 - Only allowed 250 max (normal max is 500)
 - App alerts visitors when busy
 - Noon is when all members can come in
 - 1 o'clock is when daily fee folks can come
 - Filter
 - Using a clarifier as a short-term solution
 - Wisconsin engineer looking into solutions
 - Repainted both pools
 - Outdoor pools usually the one with cloudy issues

- Programming
 - Aqua programs are popular but not full
 - Swim lessons held outside; indoor pool only for lap swimmers
 - One 3X3 basketball league
 - No tennis this summer
 - No adult 40+ basketball
 - BSB about 40 participants
 - No offsite events; probably will pick up for fall season
 - Backyard campout held in June
 - No BIC leisure ride
 - Basketball program had 25 attendees (4 teams, 6 kids/team)
 - Tennis lessons had 39 participants
 - Tennis lessons at Liberty High in July
 - June 18 was the busiest day, 535 people that day, 50% capacity
 - Concession only pre-packaged food
 - Space is an issue as pool check in there now
 - Community clean up can be booked for two-hour time slots
 - Muddy creek clean-up day will be August 5 at 7 PM
- Questions or Concerns
 - Women's tennis usually fills at 15, men's usually doesn't
 - Library doors open between rec center and library
 - Community clean up: department can work with groups at any time

5. New Business

- None

6. Old Business

- None

7. Next Meeting

- Thursday, August 5, 2021 at 7:00pm.

8. Adjourn

- Motion to adjourn by Amy Chen. Seconded by Craig Sundell. Motion carried.