



**North Liberty City Council
Regular Session
August 24, 2021**



City Administrator Memo



To **Mayor and City Council**
 From **Ryan Heiar, City Administrator**
 Date **August 20, 2021**
 Re **City Council Agenda August 24, 2021**

Meeting Note

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

Consent Agenda

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

- City Council Minutes (08/10/21)
- Claims
- Pay Application #12, SW Growth Area Utility Extensions, Boomerang Corporation, \$289,322.85
- Change Order #2, Ranshaw Way Phase 5 Project, Peterson Contractors, Inc., (\$1,753.70)
- Pay Application #3, Ranshaw Way Phase 5 Project, Peterson Contractors, Inc., \$831,755.54

Meetings & Events

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

Thursday, Sept 2 at 7:00p.m. Parks & Recreation Commission

Monday, Sept 6
City Offices Closed – Labor Day Holiday

Tuesday, Sept 7 at 6:30p.m. Planning & Zoning Commission

Tuesday, Sept 14 at 6:30p.m. City Council

Bowman Annexation

Bowman Property, LLC – located east of South Kansas Avenue, ¼ mile north of West Forevergreen Road – is seeking voluntary annexation of 72.24 acre of property. A concept plan has been submitted, which anticipates that the development would be a mixture of residential housing types. It is staff’s opinion that with the development of Steindler Orthopedic Clinic (would be located west of this property), could spur related commercial development on the east of South Kansas Avenue. This annexation is consistent with the annexation agreements between Tiffin and Coralville. City water service is immediately available and sanitary sewer service is being designed to be extended to the east side of South Kansas Avenue. All other typical city services will be provided upon annexation, including street maintenance (already managed by the City), police, fire, refuse pickup, building inspections and enforcement, and others. All required notifications have been made and no objections to the annexation have been received. Staff is recommending approval of the annexation.

Rarick Annexation

Robert and Joyce Rarick are seeking voluntary annexation of 2.55 acres of property. The property is currently a homestead and would remain so for an undetermined period of time. At some point, the property is anticipated to be redeveloped. This property is surrounded by the Bowman Property, LLC, which is also seeking voluntary annexation. State law does not allow the creation of an un-annexed island. Therefore, staff worked with the property owners to obtain voluntary annexation and is recommending a tax increase deferment. This annexation is consistent with the annexation agreements between Tiffin and Coralville. All required notifications have been made and no objections to the annexation have been received. Staff is recommending approval of the annexation.

Greenbelt Trail Subdivision Part Two

Part Two of Greenbelt Trail Subdivision consists of 50 lots (70 residential units). As indicated by the developer, construction would proceed from east to west eventually connecting to the Arlington Ridge neighborhood. Staff recommends approval of the developer's agreement, outlining the developer's and city's respective responsibilities for this piece of the subdivision.

American Rescue Plan Act (ARPA) Funds

The City is slated to receive an allocation of \$2,906,110.44 in ARPA funds. Staff will lead a discussion regarding planning for the expenditures of these funds.

Hate Crime Ordinance, 1st Reading

The proposed ordinance as revised from Council input and feedback is enclosed in the packet. Documents used in the drafting of the ordinance are included for reference, too.

Recordation Ordinance, 2nd 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, 3rd 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 24, 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, August 10, 2021
 - B. Claims
 - C. SW Growth Area Water and Sewer Extensions, Pay Application Number 12, Boomerang Corporation, \$289,322.85
 - D. Ranshaw Way Phase 5 Project, Change Order Number 2, Peterson Contractors, Inc., (\$1,753.70)
 - E. Ranshaw Way Phase 5 Project, Pay Application Number 3, Peterson Contractors, Inc., \$830,755.54
5. Public Comment
6. City Engineer Report
7. City Administrator Report
8. Mayor Report
9. Bowman Annexation
 - A. Public Hearing regarding proposed annexation of Bowman property
 - B. Resolution Number 2021-84, A Resolution approving annexation of certain property to the City of North Liberty, Iowa
10. Rarick Annexation
 - A. Public Hearing regarding proposed annexation of the Rarick property
 - B. Resolution Number 2021-85, A Resolution approving annexation of certain property to the City of North Liberty, Iowa

11. Greenbelt Trail Subdivision Part Two
 - A. Resolution Number 2021-86, A Resolution approving the Developer's Agreement for Greenbelt Trail Subdivision Part Two

12. ARPA Funding
 - A. Discussion and possible action on ARPA funds

13. Hate Crime Ordinance
 - A. Public Hearing regarding proposed Hate Crime Ordinance amendment
 - B. First consideration of Ordinance Number 2021-15, An Ordinance amending Chapter 42 of the North Liberty Code of Ordinances

14. Recordation Ordinance
 - A. Second 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

15. JT Properties Rezoning
 - A. Third consideration and adoption 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

16. Old Business

17. New Business

18. Adjournment



Consent Agenda



City Council
August 10, 2021
Regular Session

Call to order

Mayor Pro Tem Chris Hoffman called the August 10, 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 –Mayor Terry Donahue.

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

Approval of the Agenda

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

Consent Agenda

Pollock moved, Wayson seconded to approve the Consent Agenda including the City Council Minutes, Regular Session of July 27, 2021, the attached list of claims, Sushiya License Renewal, and Liberty View Wine and Spirits Liquor License Renewal. The vote was all ayes. Consent Agenda approved.

Public Comment

No public comment was offered.

City Engineer Report

City Engineer Trom reported that the Southwest Growth Utility Project is close to completion. Shive-Hattery is working on the schematic designs of the City Hall Project form staff review on September 3. The Forevergreen Road Trail Project preconstruction meeting was held yesterday. Work will begin on October 11. Completion date is November 1. To begin the Centennial Park Loop Road Project, the notice of award has been issued, but the signed contract documents have not been returned. The preconstruction meeting is next week with a start later this month. Ranshaw Way Phase 5 is nearing completion of the current phase of paving. On August 30, the entire roadway will be closing. There are 77 days in the contract allowed for the closure. Detours will include Front Street and Jones Boulevard. Council discussed the report with Trom.

City Administrator Report

City Administrator Heiar reported that effective tomorrow, August 11, face coverings will be required in all public buildings for staff and visitors. He announced that Tracey Mulcahey received her Certified Municipal Clerk status today from the International Institute of Municipal Clerks.

CDBG Housing Sustainability (Housing Rehab) Application

At 6:36 p.m., Mayor Pro Tem Hoffman opened the Public Hearing regarding the City's application for Housing Sustainability Grant Funds. Tracey Achenbach, ECICOG, reviewed the proposed CDBG Housing Sustainability application activities for the City of North Liberty. **How the need for the proposed activity or project was identified.** The City of North Liberty has determined that housing rehabilitation funding assistance would be greatly beneficial in implementing its goal of maintaining safe, livable, and affordable housing within the city. The Housing Trust Fund of Johnson County (HTFJC) has an FHLB-funded owner-occupied rehabilitation grant, and while that grant is available throughout the county, nearly half of the assisted homes are located in North Liberty, demonstrating the need. The City has financially contributed to HTFJC for many years, which indicates the importance the City has placed on affordable housing in the community - for both the creation of new housing, as well as the preservation of existing housing. **How the proposed activity or project will be funded and the source of the funds.** The owner-occupied housing rehabilitation project will be funded with \$207,495 in federal funds. **The date the Housing Fund application will be submitted.** The application will be submitted online no later than August 20, 2021, at 5:00 pm. **Amount of federal funds to be requested.** The amount of federal funds to be requested is \$207,495. **Estimated portion of federal funds that will benefit persons of low and moderate income.** One hundred percent of the funds will benefit households with incomes at or below 80 percent of the area's median income level. **Where the proposed activity or project will be.** The proposed activity will be located within the city limits of City of North Liberty and outside of the 100-year floodplain. **Plans to minimize displacement of persons and businesses as a result of funded activities or projects.** Due to the lead hazard reduction activities required as a part of this program, homeowners may be temporarily relocated from their homes as part of the project. Because the project is an exterior improvements rehabilitation project, and the only interior work to be done will be lead hazard reduction activity, displacement is not anticipated to occur often. If it does, a portion of the grant has been dedicated to cover the costs associated with temporary displacement. The amount will be allocated as necessary for each rehabilitation project. **Plans to assist persons actually displaced.** Those owner-occupants who are required to be temporarily relocated will be asked to find housing that is Lead Safe in which to be relocated until the rehabilitated home has passed clearance testing. The City will pay up to three days of relocation expenses and reimburse the rest of the funds once the full amount of days out of the project home is known. If the homeowner is to enter the home during a period of relocation activity, funds will not be awarded or reimbursed. **The nature of the proposed activity or project.** This project will provide for the exterior rehabilitation of five owner-occupied homes and the voluntary relocation of these participants within city limits. Exterior improvements will be completed, and any lead hazards identified in the interior of the home will also be addressed. Rehabilitation activities include, but are not limited to, siding, gutters, roofing, windows, and activities related to lead hazard reduction. Eligible households must meet the State of Iowa's Housing Fund income guidelines. The home to be rehabilitated must be the occupant's principal residence and be located outside of the 100-year floodplain, and property insurance on the home is required. Maximum federal dollars to be spent per home for rehabilitation costs is \$24,999 plus an average of \$6,000 per house for lead hazard reduction activities. The federal funds utilized for rehabilitation will be secured by five-year forgivable loans.

Achenbach then requested comment from the elected officials and the general public on the Community Development and Housing Needs Assessment. She requested input on the needs of low-to-moderate income persons. The first need identified was for the rehabilitation of existing housing in the community. In particular, for those homeowners in the community with lower income in need of assistance to make their homes safer and more energy efficient. Other items identified were: the need for additional food resources for the food pantry; and potentially the need for additional funding to assure that children returning to school have the supplies they need. Achenbach then requested input on other community development and housing needs in the community, and the needs identified were: to increase resources, including clothing, for all those in need; upgrade the trail system to increase accessibility, improve surfaces and increase safety; and increase the availability of transit within the community. Achenbach then requested input on planned or potential activities to address the community development and housing needs. The City of North Liberty is currently applying for CDBG funds to assist lower income homeowners with rehabilitation, expanding the food pantry to include clothing and other items people need, and the City has developed a trail plan to address the needs identified.

Mayor Pro Tem requested additional input from the public and City Council, and there were no written comments submitted prior to the meeting. The public hearing was closed at 6:51 p.m.

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

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

Board of Adjustment Appointments

Wayson moved, Smith seconded to affirm the Mayor's appointments to the Board of Adjustment. The vote was all ayes. Appointments approved.

Solum Lang Architects, LLC Site Plan

Heiar reported that Staff and Planning Commission recommend approval.

Kevin Coon, MMS Consultants, was present on behalf of the applicant and offered additional information. Council discussed the application with Coon.

Harrington moved, Smith seconded to approve Resolution Number 2021-78 A Resolution approving the Development Site Plan for Lot 24, Corridor Commercial Subdivision – Part Two A, North Liberty, Iowa. After discussion, the vote was: ayes – Hoffman, Smith, Wayson, Pollock, Harrington; nays – none. Motion carried.

Urban Renewal Plan Amendment

At 6:57 p.m., Mayor Pro Tem Hoffman opened the Public Hearing regarding proposed Urban Renewal Plan Amendment. No oral or written comments were received. The public hearing was closed at 6:58 p.m.

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

5 E. Cherry Street

Mayor Pro Tem Hoffman opened the Public Hearing regarding proposed disposal of property at 6:59 p.m. No oral or written comments were received. The public hearing was closed at 6:59 p.m.

Harrington moved, Wayson seconded to approve Resolution Number 2021-80, A Resolution authorizing the acceptance of Purchase Offer received for the real property situated at 5 E. Cherry Street. The vote was: ayes – Wayson, Harrington, Pollock, Hoffman, Smith; nays – none. Motion carried.

Lot C, Beaver Kreek Third Addition

At 7:00 p.m., Mayor Pro Tem Hoffman opened the Public Hearing regarding proposed disposal of property. No oral or written comments were received. The public hearing was closed at 7:00 p.m.

Smith moved, Harrington seconded to approve Resolution Number 2021-81, A Resolution authorizing the acceptance of Purchase Offer received for the real property at Lot C, Beaver Kreek Third Addition. The vote was: ayes – Hoffman, Pollock, Smith, Harrington, Wayson; nays – none. Motion carried.

City Hall Project

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

The Preserve Part Two A

Pollock moved, Smith seconded to approve Resolution Number 2021-83, A Resolution approving the Developer's Agreement for The Preserve – Part Two A. After discussion, the vote was: ayes – Pollock, Harrington, Hoffman, Smith, Wayson; nays – none. Motion carried.

Hate Crime Ordinance

Council discussed the possibility of adopting a Hate Crime Ordinance. The consensus was to move ahead with an ordinance with a resolution for the position statement.

Recordation Ordinance

Mayor Pro Tem Hoffman opened the Public Hearing regarding proposed amendments to the Recordation Ordinance at 7:33 p.m. No oral or written comments were received. The public hearing was closed at 7:33 p.m.

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

JT Properties Rezoning

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

Old Business

Councilor Smith spoke regarding the updated COVID-19 situation and asked that all be kind regardless of the position on masks and the virus. Councilor Pollock spoke about the latest COVID-19 updates and encouraged all to seek information on vaccinations and masks. Councilor Harrington offered thoughts on the current COVID-19 condition and reminded all that youth are not able to be vaccinated. Councilor Hoffman stated that the City follows CDC guidance regarding masking and the virus. Paul Park spoke regarding his property purchase that was approved tonight. Councilor Wayson spoke regarding the thoughtfulness of disposing of property that the City paid for maintenance on that did not fit in our current plans.

New Business

Councilor Smith thanked Boy Scouts for working with the Park Department to construct a new bridge in Beaver Kreek Park.

Adjournment

Mayor Pro Tem Hoffman adjourned the meeting at 7:47 p.m.

CITY OF NORTH LIBERTY

By: _____
Chris Hoffman, Mayor Pro Tem

Attest: _____
Tracey Mulcahey, City Clerk

CHANGE ORDER
For Local Public Agency Projects

No.: 2

Non-Substantial: Aug 18, 2021

Substantial: Administering Office
Concurrence Date

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

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

Contract Work Type: PCC Pavement - Grade & Replace

Local Public Agency: City of North Liberty

Contractor: Peterson Contractors Inc.

Date Prepared: August 16, 2021

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

A - Description of change to be made:

0080 - Increase item for "Modified Subbase." Add quantity to account for backfill of over-excavated unsuitable materials in the northbound lanes between Westwood Drive and Zeller Street and the north leg of the Heritage Drive intersection. Payment is full compensation for all labor, equipment and materials needed to place and compact modified subbase.

1220 - DELETE item for "Site Furniture - Custom Bench."

8006 - ADD an item for "Excavation, Class 10, Unsuitable or Unstable Material." Item includes removal of unsuitable or unstable soil and placing it as directed in the contract documents or by the Engineer. This work will be scheduled and conducted to allow the Engineer an opportunity to take cross sectional measurements prior to backfill material being placed. Payment is full compensation for all labor, equipment and materials needed to core out and relocate unsuitable materials.

8007 - ADD an item for "Utility Trench and Tile Repair." Item includes excavating to bottom of utility trench at STA 94+25 (Rt), backfill and compaction of modified subbase in the trench, and reconnecting and extending subdrain tile cut and damaged by utility contractor. Modified subbase material shall meet Standard Specification 4123. Perform work per Standard Specification 2502. Method of Measurement: Item will not be measured separately for payment. Basis of Payment: Lump Sum. Payment is full compensation for all labor, equipment and materials needed to excavate, backfill, compact and repair utility trench.

8008 - ADD an item for "Removal of Subdrain." Item includes excavating and removing existing subdrain lines, and placing and compacting suitable backfill material in the trench. Suitable backfill material shall meet Standard Specification 2102.02,D. Compact material per Standard Specifications 2107 or 2402. Method of Measurement: Item will be measured in linear feet. Basis of Payment: Linear feet removed. Payment is full compensation for all labor, equipment and materials needed to remove subdrain and place and compact backfill material.

8009 - ADD an item for "Additional Transverse 'CD' Joint." Refer to ITC-06 on Doc Express in the Plans drawer for jointing plan adjustments. Work consists of providing additional transverse 'CD' joint baskets at all locations where storm sewer pipe crosses Ranshaw Way. Materials shall meet Standard Specification 4151.02,B. Place per Standard Specification 2301.03,E. and Standard Road Plan PV-101. Method of Measurement: Item will be measured per each additional CD joint placed per travel lane (based on 11-foot wide travel lane). Basis of Payment: Each basket installed. Payment is full compensation for all labor, equipment and materials needed to place and incorporate additional transverse 'CD' joints into the roadway paving.

8010 - ADD an item for "Expansion Joints, 1/2-Inch." Refer to ITC-06 on Doc Express in the Plans drawer and revised Plan Sheet R.18 to include an expansion joint where the concrete banding in the landscaped median abuts to the concrete maintenance strip that runs along the curb. Materials shall meet Standard Specification 4136.03,B. Method of Measurement: Item will be measured in linear feet. Basis of Payment: Linear feet installed. Payment is full compensation for all labor, equipment and materials needed to install and seal expansion joints.

8011 - ADD an item for "Additional Reinforcing Steel." Refer to ITC-03 on Doc Express in the Plans drawer and revised Plan Sheet V.18 to include additional reinforcing at the 3' x 3' RCB culvert extension. Perform work per Standard Specification 2404. Method of Measurement: Item will not be measured separately for payment. Basis of Payment: Lump Sum. Payment is full compensation for all labor, equipment and materials needed to provide, place and incorporate additional reinforcing in the box culvert extension.

B - Reason for change:

0080 and 8006 - Subgrade proof-roll showed unsuitable soil near the top 6-inches of the subgrade in the northbound lanes between Westwood Drive and Zeller Street from STA 87+00 to STA 90+00 (303' x 24' x 0.5' = 134.67 CY) and STA 90+00 to STA 91+00 (99' x 10' x 0.5' = 18.33 CY), and the north leg of the Heritage Drive intersection (STA 82+00 Right; 48' x 31' x 0.5' = 27.56 CY). The unsuitable material was removed and backfilled with modified subbase.

1220 - This quantity is being reduced to zero. The Owner will identify alternate bench or artwork options for this space, to be completed by others after the project is completed.

8007 - Trench excavation, backfill and compaction was required after private utility contractor excavated to expose and trace fiber conduit and did not properly backfill and compact trench. Owner approved trench repair under the roadway contract to limit delay to the project schedule.

8008 - Existing subdrain lines were encountered during storm sewer installation and special compaction work in the northbound lanes (260 LF: STA 91+40 to STA 94+00; 289 LF: STA 83+36 to STA 86+25). Owner approved removal of existing subdrain tile under future pavement.

8009 - Owner approved addition of transverse 'CD' joints at storm sewer crossing locations as a preventative measure to minimize random cracking.

8010 - Item added to provide expansion between concrete paver banding in medians and the concrete maintenance strip along the back of curb on each side of the median.

8011 - Item added to provide correct (increased) bar lengths and lap lengths at several locations within the culvert extension.

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

- 0080 - Contract Unit Price
- 1220 - Contract Unit Price
- 8006 - Agreed Unit Price
- 8007 - Agreed Lump Sum
- 8008 - Agreed Unit Price
- 8009 - Agreed Unit Price
- 8010 - Agreed Unit Price
- 8011 - Agreed Lump Sum

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

8006 - Per Standard Specification 2102.05, A., 1., c.

8007 - An agreed upon lump sum price for the work was established. The cost is considered reasonable based on material and labor necessary to excavate and compact the trench and repair the subdrain pipe. The cost includes 10% prime contractor markup per Standard Specification 1109.03,B,3.

8008 - An agreed upon unit price for the work was established. The cost is between the low (\$1.25/LF) and average (\$3.32/LF) bid prices shown in the August 2020 thru July 2021 IDOT Summary of Awarded Contract Prices.

8009 - An agreed upon unit price for the work was established. Item is comparable to Item 2529-2242304, CD Joint Assembly, which has an average bid price of \$123.05/Each and high bid price of \$350.00/Each shown in the August 2020 thru July 2021 IDOT Summary of Awarded Contract Prices. The cost is considered reasonable based on material and labor necessary to obtain and install transverse 'CD' joint baskets in the paving. The cost includes 10% prime contractor markup per Standard Specification 1109.03,B,3.

8010 - An agreed upon unit price for the work was established. The cost is considered reasonable based on material and labor necessary to provide, install and seal expansion joints in the median. The cost includes 10% prime contractor markup per Standard Specification 1109.03,B,3.

8011 - An agreed upon lump sum price for the work was established. Cost is considered reasonable based on material and labor necessary to obtain and install additional reinforcing in the 3' x 3' culvert extension, including adjusting rebar layout and drilling for new connections to the existing structure. The cost includes 10% prime contractor markup per Standard Specification 1109.03,B,3.

E - Contract time adjustment: No Working Days added Working Days added: 1.0 Unknown at this time

Justification for selection:

8007 - Utility Trench and Tile Repair delayed progress on the controlling item of work (storm sewer).

F - Items included in contract:

Participating				For deductions enter as "-x.xx"				
Federal-aid	State-aid	Line Number	Item Description		Unit Price .xx	Quantity .xxx	Amount .xx	
x		0080	2115-0100000: MODIFIED SUBBASE		\$34.00	180.560	\$6,139.04	
x		1220	2599-9999005: SITE FURNITURE-CUSTOM BENCH		\$10,000.00	-2.000	-\$20,000.00	
					Add Row	Delete Row	TOTAL	-\$13,860.96

G - Items not included in contract:

Participating				For deductions enter as "-x.xx"				
Federal-aid	State-aid	Change Number	Item Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx	
x		8006	2102-2710080	EXC. CLASS 10, UNSUITABLE OR UNSTABLE MATERIAL	\$14.50	180.560	\$2,618.12	
		8007	2599-9999010	UTILITY TRENCH AND TILE REPAIR	\$1.00	1,878.800	\$1,878.80	
x		8008	2502-6745952	REMOVAL OF SUBDRAIN	\$3.00	549.000	\$1,647.00	
x		8009	2599-9999005	ADDITIONAL TRANSVERSE 'CD' JOINT	\$203.50	27.000	\$5,494.50	
x		8010	2599-9999009	EXPANSION JOINTS, 1/2-INCH	\$5.08	48.000	\$243.84	
x		8011	2599-999010	ADDITIONAL REINFORCING STEEL	\$1.00	225.000	\$225.00	
					Add Row	Delete Row	TOTAL	\$12,107.26

H. Signatures

Signatures will be applied through DocExpress.

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:	City of North Liberty 3 Quail Creek Circle P.O. Box 77 North Liberty, Iowa 52317	PROJECT:	Ranshaw Way Phase 5 Improvements STP-U-5557(622)--70-52	APPLICATION NO:	3	Distribution to:	<input type="checkbox"/> OWNER
FROM				PERIOD TO:	8/14/21	<input type="checkbox"/> ARCHITECT	
CONTRACTOR:	Peterson Contractors, Inc. 104 Blackhawk Street, P.O. Box A Rainbeck, Iowa 50669	VIA ENGINEER:	Shive-Hattery, Inc. 2839 Northgate Drive Iowa City, Iowa 52245	PROJECT NO.:	STP-U-5557(622)--70-52	<input type="checkbox"/> CONTRACTOR	
				CONTRACT ID:	52-5557-622	<input type="checkbox"/> ENGINEER	
				LETTING DATE:	4/20/21		

CONTRACT FOR: Ranshaw Way Phase 5 Improvements

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	<u>7,882,878.58</u>
2. Net Change by Change Orders	\$	<u>(6,321.35)</u>
3. CONTRACT SUM TO DATE	\$	<u>7,876,557.23</u>
4. TOTAL COMPLETED & STORED TO DATE	\$	<u>1,547,066.27</u>
5. RETAINAGE: 3 % of Completed Work & Stored Material	\$	<u>46,411.99</u>
6. TOTAL EARNED LESS RETAINAGE	\$	<u>1,500,654.28</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	<u>669,898.74</u>
8. CURRENT PAYMENT DUE	\$	<u>830,755.54</u>

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 6,375,902.95
 (This amount will decrease, as Change Orders do not yet reflect items deleted or decreased in quantity - see summary sheet for est. final totals)

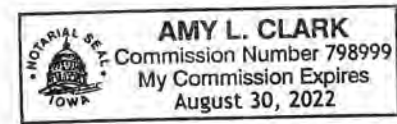
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 264,602.10	\$ 269,169.75
Total approved this Month	\$ 18,246.30	\$ 20,000.00
TOTALS	\$ 282,848.40	\$ 289,169.75
NET CHANGES by Change Order	\$ -	\$ 6,321.35

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

CONTRACTOR: Peterson Contractors, Inc.
 By: [Signature] Date: 8-19-21

State of: Iowa
 County of: Grundy
 Subscribed and sworn to before me this 19th day of August, 2021

Notary Public: [Signature]
 My Commission expires: 8-30-22



ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 830,755.54
 (Attach explanation if amount certified differs from the the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER: [Signature]
 By: _____ Date: 08 / 18 / 21

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



Bowman Annexation

Resolution No. 2021-84

**A RESOLUTION APPROVING ANNEXATION OF CERTAIN
PROPERTY TO THE CITY OF NORTH LIBERTY, IOWA**

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

WHEREAS, the owner of property generally located east of South Kansas Avenue, ¼ mile north of West Forevergreen Road in the southwest part of the City has applied for annexation to the City of North Liberty;

WHEREAS, the total property to be annexed is legally described in Exhibit A, which includes all county roadways adjacent to the annexation area.

WHEREAS, it is in the best interest of the City of North Liberty that said property be annexed to the City at this time.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of North Liberty, Iowa, that the property referred to herein and shown and mapped in Exhibit A shall hereinafter be and become a part of the City of North Liberty, Iowa.

BE IT FURTHER RESOLVED that the Planning Director is hereby directed to file the appropriate documentation with the City Development Board in order to proceed with the finalization of this annexation.

APPROVED AND ADOPTED this 24th 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

Exhibit A – Legal Description of Property

Auditor's Parcel 99011, located in the North One-Half of the Northwest One-Quarter of Section 23, Township 80 North, Range 7 West of the Fifth Principal Meridian, Johnson County, Iowa as Recorded In Plat Book 40, Page 36, Plat Records Of Johnson, County, Iowa.

AND

The North 66 feet of Auditor's Parcel 99010, located In the North One-Half of the Northwest One-Quarter of Section 23, Township 80 North, Range 7 West of the Fifth Principal Meridian Johnson County, Iowa, Plat Records of Johnson County, Iowa.

AND

Auditor's Parcel 2011021, located in the North One-Half of the Northwest One-Quarter of Section 23, Township 80 North, Range 7 West of the Fifth Principal Meridian Johnson County, Iowa as recorded in Plat Book 56, Page 120, Plat Records of Johnson County, Iowa.

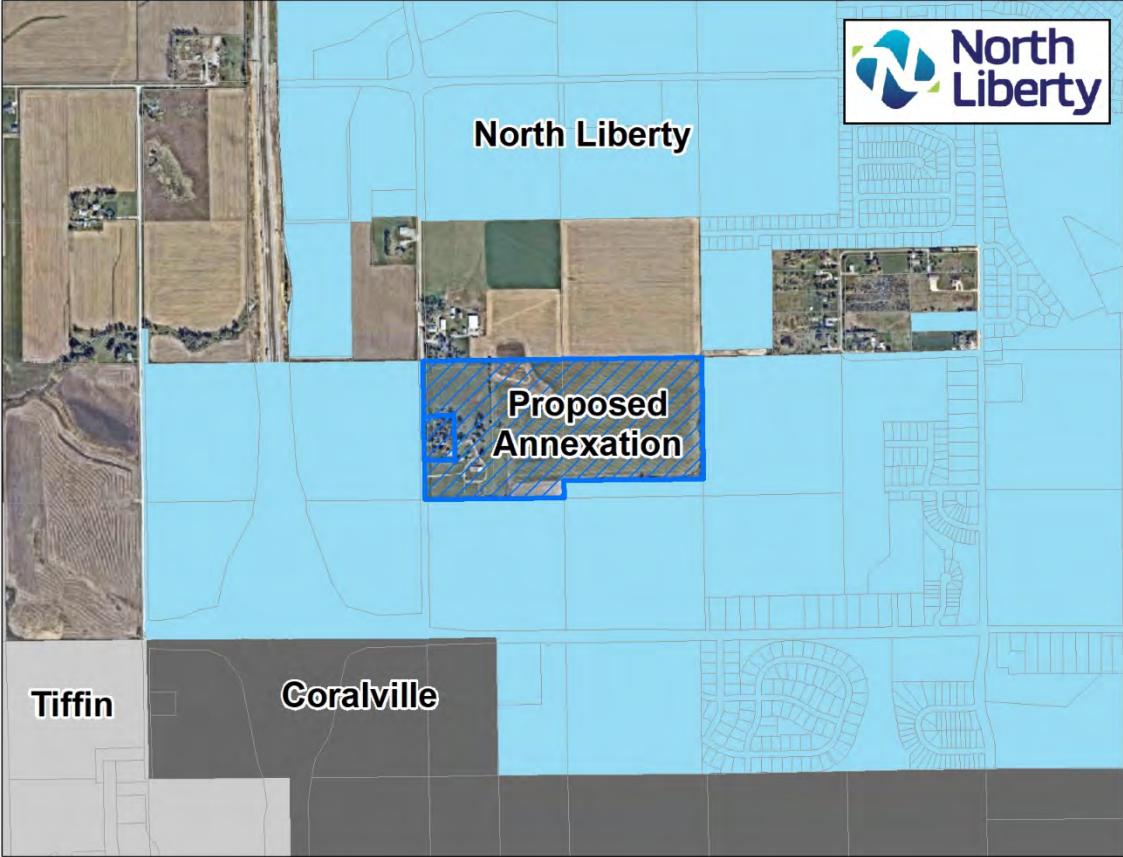
AND

The East Half of Kansas Avenue lying contiguous to Auditor's Parcel 2011021, Johnson County, Iowa as recorded in Plat Book 56, Page 120 and the North 66 Feet of Auditor's Parcel 99010, Johnson County, Iowa as recorded in Plat Book 40, Page 36, Plat Records of Johnson County, Iowa.

All county roadways adjacent to the annexation area are included in this legal description.

Land to be annexed is 73.13 acres, more or less.

Map of Proposed Annexation:





LEGEND

- LOW DENSITY RESIDENTIAL
- MEDIUM TO HIGH DENSITY RESIDENTIAL W/ POSSIBLE NEIGHBORHOOD COMMERCIAL IN PROXIMITY OF KANSAS AVE & FOREVERGREEN RD.
- OFFICE MEDICAL USE
- RETAIL/COMMERCIAL

- GENERAL LAND PLANNING NOTES:**
1. A NEIGHBORHOOD COLLECTOR STREET SHALL BE INCORPORATED INTO REFINED LAND PLANS. ROAD TO BE LOCATED IN THE NORTHERN QUADRANTS OF THE SUBJECT PROPERTY. RESIDENTIAL LOTS ARE PERMITTED ACCESS TO THE ROAD WITH DRIVEWAY SPACING OF NO LESS THAN 75' CENTER OF DRIVES.
 2. A NEIGHBORHOOD PARK OF 1-2 ACRES (USABLE SPACE) TO BE INCORPORATED INTO THE LAND PLAN IN FUTURE ITERATIONS.

DRAWN BY: JES			
CHECKED BY: JMS			
APPROVED BY: LNA			
DATE: 10/26/2011			
TITLE BLOCK: 000			



HALL & HALL ENGINEERS, INC.
 1000 N. W. Highway 160, Suite 100
 Johnston, IA 50131
 515-281-1111
 WWW.HALLANDHALL.COM

FOREVERGREEN ROAD & KANSAS AVENUE DEVELOPMENT
 IN THE CITY OF NORTH LIBERTY, JOHNSON COUNTY, IOWA

PARCEL GENERAL LAND USE/ZONING PLAN
 PROJECT NO. 22396



Rarick Annexation

Resolution No. 2021-85

**A RESOLUTION APPROVING ANNEXATION OF CERTAIN
PROPERTY TO THE CITY OF NORTH LIBERTY, IOWA**

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

WHEREAS, the owner of property generally located on the east side of Kansas Avenue and north of Forevergreen Road in the southwest part of the City has applied for annexation to the City of North Liberty;

WHEREAS, the total property to be annexed is legally described in Exhibit A, which includes all county roadways adjacent to the annexation area; and

WHEREAS, the City has agreed to the following relating to the property:

1. Provide for the maximum tax increase deferral, which is:
 - a. 75% exemption for years one and two
 - b. 60% exemption for years three and four
 - c. 45% exemption for years five and six
 - d. 30% exemption for years seven and eight
 - e. 15% exemption for years nine and ten; and

WHEREAS, it is in the best interest of the City of North Liberty that said property be annexed to the City at this time.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of North Liberty, Iowa, that the property referred to herein and shown and mapped in Exhibit A shall hereinafter be and become a part of the City of North Liberty, Iowa.

BE IT FURTHER RESOLVED that the Planning Director is hereby directed to file the appropriate documentation with the City Development Board in order to proceed with the finalization of this annexation.

APPROVED AND ADOPTED this 24th 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

Exhibit A – Legal Description of Property

Lot 1, Rarified Acres, Johnson County, Iowa as recorded in Plat Book 56, page 138 in the Office of the Johnson County, Iowa Recorder.

All county roadways adjacent to the annexation area are included in this legal description.

Land to be annexed is 2.87 acres, more or less.

Map of Proposed Annexation:





Greenbelt Trail Subdivision Part Two

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

**DEVELOPER'S AGREEMENT
GREENBELT TRAIL SUBDIVISION PART TWO**

THIS AGREEMENT, made by and between the City of North Liberty, Iowa, a municipal corporation, hereinafter referred to as "City," and Greenbelt Trail, L.L.C., 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 the subdivisions known as Greenbelt Trail Subdivision Part Two (referred to herein as the "plat") for the real estate situated in North Liberty, Johnson County, Iowa, legally described as follows:

AUDITORS PARCEL NO 2021024 AS RECORDED IN BOOK 64, PAGE 353 IN
THE OFFICE OF THE JOHNSON COUNTY, IOWA RECORDER.

SAID PARCEL CONTAINS 23.88 ACRES, SUBJECT TO EASEMENTS AND
RESTRICTIONS.

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

3. 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.

D. The Developer may not grade or otherwise disturb the earth, remove trees until the Developer has complied with the erosion control and grading provisions set forth in Section 5 of this agreement.

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 policies, other 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 policies, other 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. Notwithstanding this provision, any ADA-required ramps shall to be installed at the time other public improvements are installed.

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 a 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. The Developer may reserve a drainage easement across all or a portion of the outlots within the subdivision for management of storm water runoff and drainage from the subdivision and other areas whose storm water may be more efficiently detained and drained by the utilization of such easement.

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. A Stormwater Management Facility Maintenance Agreement (or BMP Agreement) shall be required to be approved before or at the time of final plat approval.

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

1. The Developer shall pay the following costs:

a) East Trunk Sewer tap-on: \$95,348.78 (\$3,992.83 x 23.88 acres).

b) Water Main tap-on: \$5,885.91 (\$38.47 per linear foot x 153 feet).

c) North Liberty Urban Road Improvements: \$37,049.92 (\$187.31 per linear foot x 197.8 feet)

d) North Liberty Rural Road Improvements: \$97,640.57 (\$171.54 per linear foot x 569.2 feet)

These costs shall be submitted to the City in full prior to Council approval of the final plat. Said payment shall be deemed fully released by the Developer and accepted by the City upon approval of the final plat.

2. Off-site easements will need to be provided prior to construction plan approval.

3. Developer agrees to construct an eight foot (8') along the eastern border of the subdivision as provided in the preliminary plat, which shall be completed prior to final plat approval notwithstanding the provisions of Section 3(C)(4) above. City agrees to reimburse Developer for sixty percent (60%) of the documented, actual and reasonable costs of construction for said portion within ninety (90) days of final plat approval

In addition, Developer agrees to construct a trail or sidewalk through the Greenbelt Trail Addition that will ultimately connect the school parcel north of Greenbelt Trail Part 2 toward the west connecting to Dubuque Street near the northwest corner of this subdivision, which will be installed as provided in the preliminary plat at such time as the part of Greenbelt Trail in which said improvement shall be located shall be developed.

Developer agrees that the construction obligations arising from this Section 3(D)(3) are not assignable to a homeowners association.

4. The Developer agrees to explore for existing tile lines, and to cap or connect any tile lines to the City's storm sewer system as directed by the engineer for the Greenbelt Trail subdivision, and as approved by the City. 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 capping or connecting activities required under this section, standard plastic tile and connectors are acceptable materials.

5. Prior to final plat approval, Developer shall, at its option, either

- a. Establish the landscaping buffer on the east side of lots 116, 136 and 137 in accordance with a detailed landscaping plan referenced on the preliminary plat, such plan to be approved by the City Engineer, or

- b. Pay to the City such sums as may be reasonably estimated by the City as necessary to establish said landscaping, which the City may thereafter install or arrange to be installed.

6. Developer agrees to construct and maintain (including snow removal) a temporary fire access over and across Johnson County parcel No. 0717226005 in accordance with the preliminary plat and prior to final plat approval. That temporary fire access may be gravel, but must be designed to support a fire apparatus weight of at least 75,000 pounds. Notwithstanding any other provision in this Agreement, if additional means for ingress and egress for fire apparatus vehicles as contemplated by Section D107.1 of the International Fire Code does not become open and available to the subdivision on or before November 1, 2024, then Developer shall cause the temporary fire access to be converted to pavement. Such modification shall be made at the Developer's sole expense. Developer agrees that the obligations arising from this Section 3(D)(6) are not assignable to a homeowners association. After such additional means of ingress and egress shall have been constructed and accepted by the City, such temporary fire access may be removed.

7. The preliminary plat provides an 8' wide trail extend to the north limits of the subdivision along the east boundary of Greenbelt Trail Part Two. Due to proximity of nearby sanitary sewer and the fact that the trail will be required to be removed when extending sanitary sewer in the future, this 20'+/- segment of trail is not required with this subdivision.

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, which shall then be recorded at the Developer's expense. 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 HOA shall include as members the owners of all buildable lots within the underlying preliminary plat.

3. After the final plat is approved and recorded, the Developer shall transfer all outlots to the HOA.

4. The HOA shall own in perpetuity and be responsible for the maintenance of all outlots within the boundaries of the preliminary plat, including but not limited to stormwater management facilities and landscape buffers, consistent with all terms and conditions set out in this Agreement.

5. No signs may be erected or maintained on any outlot within the boundaries of the preliminary plat, other than one monument sign identifying the development on Lot 116 on the north side of Osage Lane. The HOA shall promptly remove any signs placed on any outlot. The City is empowered to remove and dispose of any such signs, without prior notice or reimbursement.

6. 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. It is anticipated that all of such areas shall be seeded with prairie grasses and/or other natural plantings so as to minimize the need for frequent mowing and other maintenance.

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, except for sidewalk construction deferred in accordance with Section 3(C)(4), 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. Except as hereinafter provided, 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. This restriction shall not apply to another entity solely owned and controlled by the members of the Developer, which assignment shall not serve to release Developer from the obligations undertaken hereunder.

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. Notwithstanding the foregoing, the Developer may transfer the ownership of all outlots within the subdivision to a homeowners association, which shall assume the obligation to maintain and repair the stormwater detention facility and other infrastructure on said outlots located (*or other*) thereon, and Developer shall be released from any further liability or responsibility to repair or maintain the infrastructure on said outlots.

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:

Greenbelt Trail, L.L.C.
c/o Robert N. Downer
122 S. Linn Street
Iowa City, IA 52240

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.

DATED this ___ day of _____, 2021.

CITY OF NORTH LIBERTY, IOWA

GREENBELT TRAIL, L.L.C.

By: _____
Terry L. Donahue, Mayor

By: _____
James Patrick Scanlon, Jr., Manager

ATTEST: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

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

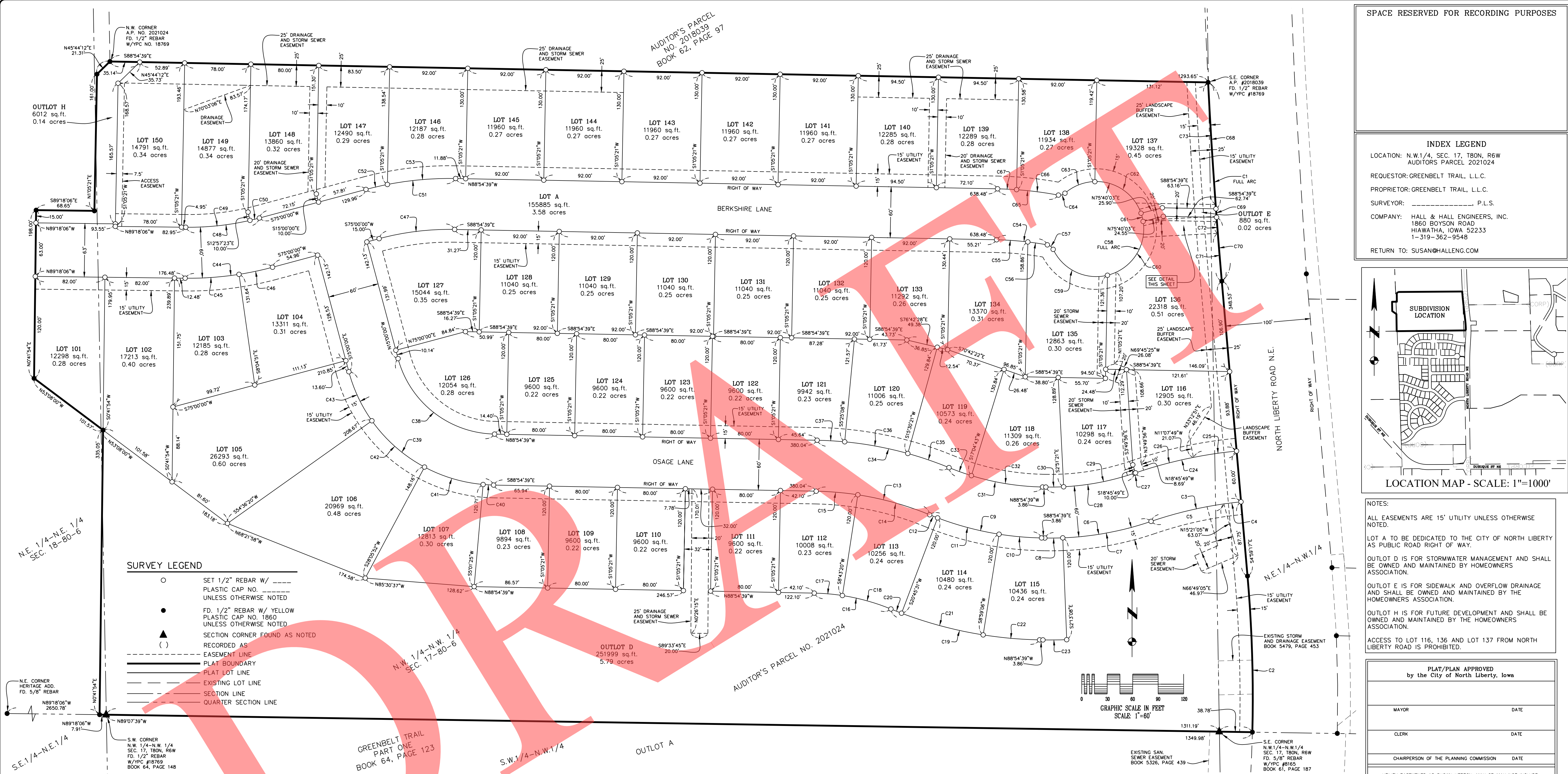
Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this ____ day of _____, 2021,
by James Patrick Scanlon, Jr. as Manager of Greenbelt Trail, L.L.C., Developer.

Notary Public in and for the State of Iowa

[EXHIBIT "A" - MARK AND ATTACH FINAL PLAT]



SPACE RESERVED FOR RECORDING PURPOSES

INDEX LEGEND

LOCATION: N.W.1/4, SEC. 17, T8N, R6W
AUDITOR'S PARCEL 2021024

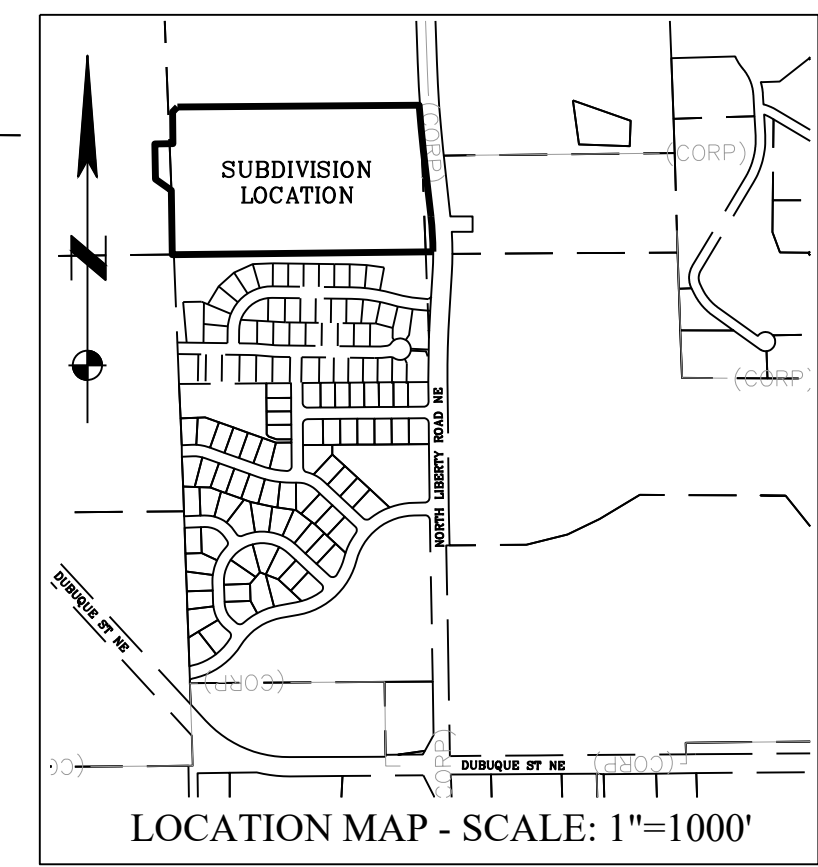
REQUESTOR: GREENBELT TRAIL, L.L.C.

PROPRIETOR: GREENBELT TRAIL, L.L.C.

SURVEYOR: P.L.S.

COMPANY: HALL & HALL ENGINEERS, INC.
1860 BOYSSON ROAD
HIAWATHA, IOWA 52233
1-319-362-9548

RETURN TO: SUSAN@HALLENG.COM



NOTES:

ALL EASEMENTS ARE 15' UTILITY UNLESS OTHERWISE NOTED.

LOT A TO BE DEDICATED TO THE CITY OF NORTH LIBERTY AS PUBLIC ROAD RIGHT OF WAY.

OUTLOT D IS FOR STORMWATER MANAGEMENT AND SHALL BE OWNED AND MAINTAINED BY HOMEOWNERS ASSOCIATION.

OUTLOT E IS FOR SIDEWALK AND OVERFLOW DRAINAGE AND SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

OUTLOT H IS FOR FUTURE DEVELOPMENT AND SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

ACCESS TO LOT 116, 136 AND LOT 137 FROM NORTH LIBERTY ROAD IS PROHIBITED.

PLAT/PLAN APPROVED
by the City of North Liberty, Iowa

MAYOR	DATE
CLERK	DATE
CHAIRPERSON OF THE PLANNING COMMISSION	DATE
MIDAMERICAN ENERGY CO.	DATE
MEDIACOM	DATE
LINN COUNTY REC	DATE
SOUTH SLOPE	DATE
WINDSTREAM	DATE

LEGAL DESCRIPTION:

AUDITOR'S PARCEL NO. 2021024 AS RECORDED IN BOOK 64, PAGE 353 IN THE OFFICE OF THE JOHNSON COUNTY, IOWA RECORDER.

SAID PARCEL CONTAINS 23.88 ACRES.

SURVEY LEGEND

- SET 1/2" REBAR W/ PLASTIC CAP NO. UNLESS OTHERWISE NOTED
- FD. 1/2" REBAR W/ YELLOW PLASTIC CAP NO. 1860 UNLESS OTHERWISE NOTED
- ▲ SECTION CORNER FOUND AS NOTED
- () RECORDED AS EASEMENT LINE
- PLAT BOUNDARY
- PLAT LOT LINE
- EXISTING LOT LINE
- SECTION LINE
- QUARTER SECTION LINE

Curve Table

Curve	Delta	Tangent	Length	Radius	Chord	Chord Brg
C1	2° 07' 36"	117.31'	234.58'	6320.00'	234.57'	S3° 56' 11"E
C2	6° 23' 47"	92.00'	183.98'	1648.00'	183.98'	S1° 46' 40"E
C3	13° 14' 43"	54.57'	108.65'	470.00'	108.41'	N77° 43' 54"E
C4	2° 29' 00"	10.19'	20.37'	470.00'	20.37'	N83° 06' 46"E
C5	10° 45' 43"	44.27'	88.28'	470.00'	88.15'	N76° 29' 24"E
C6	19° 58' 48"	64.29'	127.28'	365.00'	126.64'	N81° 05' 57"E
C7	16° 40' 20"	53.48'	106.21'	365.00'	105.84'	N79° 26' 42"E
C8	3° 18' 28"	10.54'	21.07'	365.00'	21.07'	N89° 26' 07"E
C9	21° 15' 20"	68.49'	135.41'	365.00'	134.63'	S78° 16' 59"E
C10	7° 53' 45"	25.19'	50.30'	365.00'	50.26'	S84° 57' 47"E
C11	11° 46' 25"	37.63'	75.00'	365.00'	74.87'	S75° 07' 42"E
C12	1° 35' 10"	5.05'	10.10'	365.00'	10.10'	S68° 26' 54"E
C13	21° 15' 20"	69.43'	137.26'	370.00'	136.48'	S78° 16' 59"E
C14	9° 40' 56"	31.34'	62.53'	370.00'	62.45'	S72° 29' 48"E
C15	7° 37' 59"	29.86'	59.44'	370.00'	59.30'	S85° 05' 40"E
C16	21° 15' 20"	46.91'	92.74'	250.00'	92.21'	N78° 16' 59"W
C17	7° 37' 59"	16.68'	33.31'	250.00'	33.28'	N85° 05' 40"W
C18	13° 37' 21"	29.86'	59.44'	250.00'	59.30'	N74° 28' 00"W
C19	21° 15' 20"	91.01'	179.92'	485.00'	178.89'	N78° 16' 59"W
C20	1° 35' 10"	6.71'	13.43'	485.00'	13.43'	N68° 26' 54"W
C21	11° 46' 25"	50.01'	99.66'	485.00'	99.49'	N75° 07' 42"W
C22	7° 53' 45"	33.47'	66.84'	485.00'	66.78'	N84° 57' 47"W

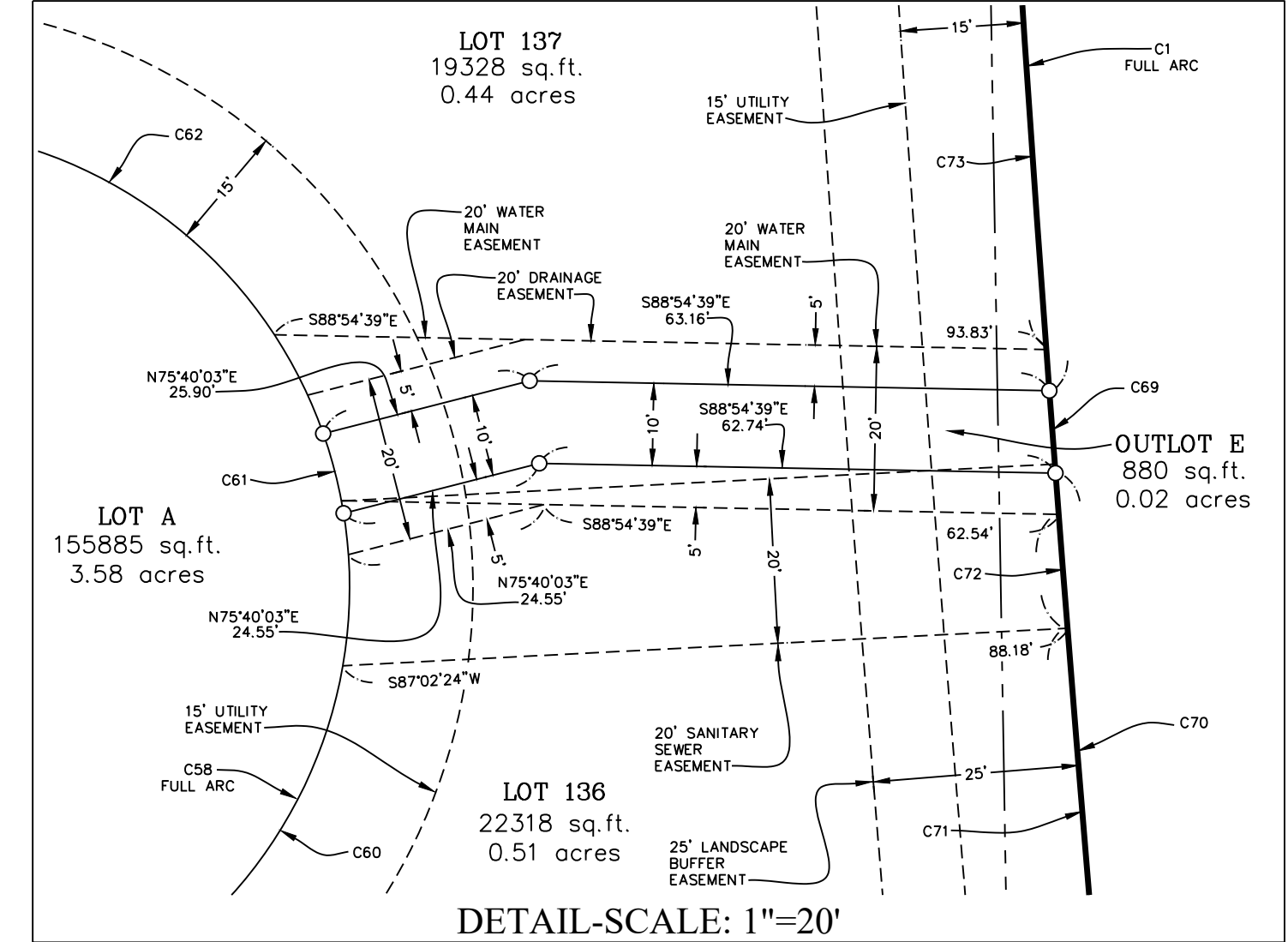
Curve	Delta	Tangent	Length	Radius	Chord	Chord Brg
C23	3° 18' 28"	14.00'	28.00'	485.00'	28.00'	S89° 26' 07"W
C24	13° 19' 11"	61.88'	123.21'	530.00'	122.93'	S77° 46' 08"W
C25	5° 33' 32"	25.73'	51.42'	530.00'	51.40'	S81° 38' 58"W
C26	7° 38' 00"	35.36'	70.61'	530.00'	70.56'	S75° 03' 11"W
C27	0° 07' 39"	0.99'	1.98'	530.00'	1.98'	S71° 10' 22"W
C28	19° 58' 48"	53.72'	106.36'	305.00'	105.82'	S81° 05' 57"W
C29	16° 02' 07"	42.96'	85.36'	305.00'	85.08'	S79° 07' 36"W
C30	3° 56' 41"	10.50'	21.00'	305.00'	20.99'	S89° 07' 00"W
C31	21° 15' 20"	57.23'	113.15'	305.00'	112.50'	N78° 16' 59"W
C32	15° 59' 22"	42.84'	85.12'	305.00'	84.84'	N80° 54' 58"W
C33	5° 15' 58"	14.03'	28.03'	305.00'	28.02'	N70° 17' 18"W
C34	21° 15' 20"	80.69'	159.52'	430.00'	158.61'	N78° 16' 59"W
C35	6° 50' 20"	25.69'	51.32'	430.00'	51.29'	N71° 04' 29"W
C36	10° 05' 13"	37.95'	75.70'	430.00'	75.60'	N79° 32' 16"W
C37	4° 19' 47"	16.26'	32.49'	430.00'	32.49'	N86° 44' 46"W
C38	73° 54' 39"	90.28'	154.80'	120.00'	144.29'	N51° 57' 20"W
C39	73° 54' 39"	135.42'	232.20'	180.00'	216.43'	S51° 57' 20"E
C40	3° 56' 05"	6.18'	12.36'	180.00'	12.36'	S86° 56' 37"E
C41	23° 04' 26"	36.74'	72.49'	180.00'	72.00'	S73° 26' 21"E
C42	26° 30' 29"	42.40'	83.28'	180.00'	82.54'	S48° 38' 54"E
C43	20° 23' 40"	32.38'	64.07'	180.00'	63.73'	S25° 11' 50"E
C44	15° 41' 54"	52.39'	104.12'	380.00'	103.79'	N82° 50' 57"E

Curve	Delta	Tangent	Length	Radius	Chord	Chord Brg
C45	9° 36' 33"	31.94'	63.73'	380.00'	63.65'	N85° 53' 38"E
C46	6° 05' 22"	20.21'	40.39'	380.00'	40.37'	N78° 02' 41"E
C47	16° 05' 21"	45.23'	89.86'	320.00'	89.56'	N83° 02' 40"E
C48	15° 41' 54"	44.11'	87.68'	320.00'	87.40'	S80° 50' 57"W
C49	13° 39' 18"	38.31'	76.26'	320.00'	76.08'	S83° 52' 16"W
C50	2° 02' 37"	5.71'	11.41'	320.00'	11.41'	S76° 01' 18"W
C51	16° 05' 21"	53.71'	106.71'	380.00'	106.36'	S83° 02' 40"W
C52	3° 54' 59"	12.99'	25.97'	380.00'	25.97'	S76° 57' 29"W
C53	12° 10' 22"	40.52'	80.73'	380.00'	80.58'	S85° 00' 10"W
C54	9° 18' 29"	30.12'	60.11'	370.00'	60.04'	S84° 15' 25"E
C55	5° 42' 26"	18.44'	36.86'	370.00'	36.84'	S86° 03' 26"E
C56	3° 36' 03"	11.63'	23.25'	370.00'	23.25'	S81° 24' 12"E
C57	54° 21' 21"	4.88'	9.01'	9.50'	8.68'	S52° 25' 30"E
C58	285° 47' 57"	42.35'	279.34'	56.00'	67.56'	N11° 51' 12"E
C59	8° 26' 33"	45.71'	76.67'	70.82'	56.00'	S64° 28' 06"E
C60	85° 31' 14"	51.78'	83.59'	56.00'	76.04'	N33° 33' 01"E
C61	10° 14' 42"	5.02'	10.01'	56.00'	10.00'	N14° 19' 57"W
C62	72° 07' 46"	40.78'	70.50'	56.00'	65.93'	N55° 31' 12"W
C63	39° 27' 12"	20.08'	38.56'	56.00'	37.80'	S68° 40' 49"W
C64	49° 37' 23"	4.40'	8.25'	9.53'	7.99'	S73° 47' 35"W
C65	9° 36' 47"	36.16'	72.15'	430.00'	72.06'	N84° 06' 16"W
C66	6° 37' 38"	24.90'	49.74'	430.00'	49.71'	N82° 36' 41"W

OWNER'S ATTORNEY:
ROBERT N DOWNER
122 SOUTH LINN STREET
IOWA CITY, IOWA 52240

SURVEY FIELD WORK
PERFORMED:
4/30/19

AREA	N.E.1/4-N.E.1/4	N.W.1/4-N.W.1/4	N.E.1/4-N.W.1/4
LOT A	0.11	3.43	0.04
OUTLOT D	0.02	5.54	0.23
OUTLOT E	0.00	0.02	0.002
OUTLOT H	0.03	0.11	0.00
LOT 101	0.26	0.02	0.00
LOT 116	0.00	0.25	0.05
LOT 137	0.00	0.44	0.01
LOT 138	0.00	0.46	0.05



Revision Description

Revision Number & Date

HALL & HALL ENGINEERS, INC.
1860 BOYSSON ROAD HIAWATHA, IOWA 52233
PHONE: (319) 362-9548 FAX: (319) 362-9595
WWW.HALLENG.COM

FINAL PLAT
GREENBELT TRAIL - PART TWO
IN THE CITY OF NORTH LIBERTY, JOHNSON COUNTY, IOWA

Sheet Title

Designed by: DLK

Drawn by: DLK

Checked by: DLK

Date: 8/17/2021

Field Book No: OT 102/OT 105

Scale: 1"=60'

1 of 1

Project Number: 9749-GBT-2

CUA File: I:\projects\9700\9749-GBT_Scanlon Forms Greenbelt Trail\9749-GBT2_Scanlon Forms Greenbelt Trail\9749-GBT2.dwg Date Plotted: Aug 20, 2021 - 8:31am Plotted By: DLANSON

Resolution No. 2021-86

**A RESOLUTION APPROVING THE DEVELOPER'S
AGREEMENT FOR GREENBELT TRAIL SUBDIVISION PART
TWO**

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

WHEREAS, the terms and conditions for the development of Greenbelt Trail Subdivision Part Two have been set forth in an Agreement between the City of North Liberty and Greenbelt Trail L.L.C. 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 Greenbelt Trail L.L.C. is approved for Greenbelt Trail Subdivision Part Two, North Liberty, Iowa

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

APPROVED AND ADOPTED this 24th 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



ARPA Funding



To **North Liberty Mayor & Council**
From **Ryan Heiar, City Administrator**
Date **August 16, 2021**
Re **American Rescue Plan Act (ARPA) Funds**

On July 26, 2021, the City received confirmation from the state that the initial paperwork necessary to receive ARPA funds had been approved and funding in the amount of \$2,906,110.44 has been allocated for North Liberty. The funds will be dispersed in two installments, with the first half expected within 30 days of July 26, 2021 and the second half to be released approximately 12 months following the first payment.

In May, the US Treasury Department released [Interim Final Rules](#), which provides local governments guidance as to how the ARPA money can be spent. This document is over 150 pages; however, the Treasury also released several helpful reference documents including an [Interim Final Rules Facts Sheet](#), a [Quick Reference Sheet on COVID-19 Relief Funds](#) and an [FAQ](#) document, all of which are linked in this memo and can be found at the [Iowa League of Cities ARPA Resource Page](#).

The Treasury summarizes that local governments can use ARPA funds for projects and programs that fall within the following categories:

1. **Support public health expenditures**, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
2. **Address negative economic impacts caused by the public health emergency**, including economic harm to workers, households, small businesses, impacted industries, and the public sector;
3. **Replace lost public sector revenue**, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. **Provide premium pay for essential workers**, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. **Invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

The various resource documents noted above offer more specific details as to how funding can or should be used within these categories. Regardless of how the money is spent, it will all be subject to reporting requirements developed by the federal government. Moreover, it should be assumed that if money is spent outside the rules of this program, it will be required to be repaid.

Below are examples within each category of how North Liberty could spend the ARPA money. This is not an exhaustive list; rather ideas to start the discussion. Once staff has a better understanding of how the City Council would like to see this funding allocated, further refined ideas can be considered.

1. Support public health expenditures

This category allows for various types of public health expenditures, most of which are handled by other agencies. There could be some applicable expenses such as improvements to facilities to meet pandemic operational needs, hosting additional vaccination clinics and/or campaigns, and necessary PPE purchases.

2. Address negative economic impacts caused by the public health emergency

There are various options within this category, including direct assistance programs to workers, families, small business and other business sectors hit especially hard during the pandemic (i.e. tourism). The City could create and administer its own program to offer direct financial assistance or partner with another organization. Given that a new program administration process would require more staff capacity than currently available, if the Council wishes to consider a direct assistance program, staff recommends collaborating with another jurisdiction or organization.

3. Replace lost public sector revenue

The Interim Final Rules provide a formula for local governments to determine lost revenue. Accordingly, North Liberty can recoup \$666,693 from the City’s ARPA allocation to be placed in the general fund. From there, the City Council would have a great deal of autonomy to allocate funding to a project or program.

4. Provide premium pay for essential workers

This provision allows for premium or hazard pay to be awarded to essential workers, either directly or through grants to employers, with a focus on low wage earners. Employment sectors identified in the rules include healthcare, grocery and food service, education, public safety, childcare, sanitation, transit and more.

5. Invest in water, sewer, and broadband infrastructure

There are various on-going or future infrastructure projects that would qualify for this piece of the program. Those include:

Ranshaw Way, Phase 5 Storm Water Improvements	\$1,244,049
Dubuque Street, Phase 1 Storm Water Improvements	\$450,195
Civic Campus Storm Water Improvements	\$500,000
Storm Water GIS Implementation	\$190,000
Water/Wastewater/Storm Water Storage Shop	<u>\$3,000,000</u>
TOTAL	\$5,384,244

In terms of broadband, the program focuses on areas lacking a wire connection that delivers minimum speeds of 25 Mbps download and 3 Mbps upload. Both

South Slope and Mediacom offer this service. The program does allow for direct assistance to households to cover the monthly subscription costs.

In the FAQ resource, issued on July 19, 2021, the Treasury clarifies that the City has until December 2024 to allocate the entirety of the \$2.9 million and until December of 2026 to spend the money. It appears that the intent of this rule is to allow local governments an opportunity to thoughtfully consider and/or design a project/program. In other words, no decisions need to be made immediately. The City Council can take its time in deciding how to allocate this funding.

As the City Council deliberates best uses for these funds, I would encourage you to think about the following:

- should the funds be aimed at one or two larger programs or projects or for a wide range of more modest proposals?
- should the funds be used for projects already considered or new, not yet identified projects?

And finally, the County has established an ARPA Team that is seeking public input through in person and virtual sessions as well as surveys. As the data is compiled, it might be a good resource to evaluate as decisions are contemplated.

The first Council discussion on this topic is slated for Tuesday, August 24. If you need further information or clarification or have questions prior to the meeting, please do not hesitate to contact me.



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,



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.

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 720 Pace Ct. 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
720 Pace Ct
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: Erek 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

Ordinance No. 2021-15

**AN ORDINANCE AMENDING CHAPTER 42 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, political affiliation, 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. 2021-15 in the North Liberty *Leader* on the ____ day of _____, 2021.

TRACEY MULCAHEY, CITY CLERK



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.

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 August 10, 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.

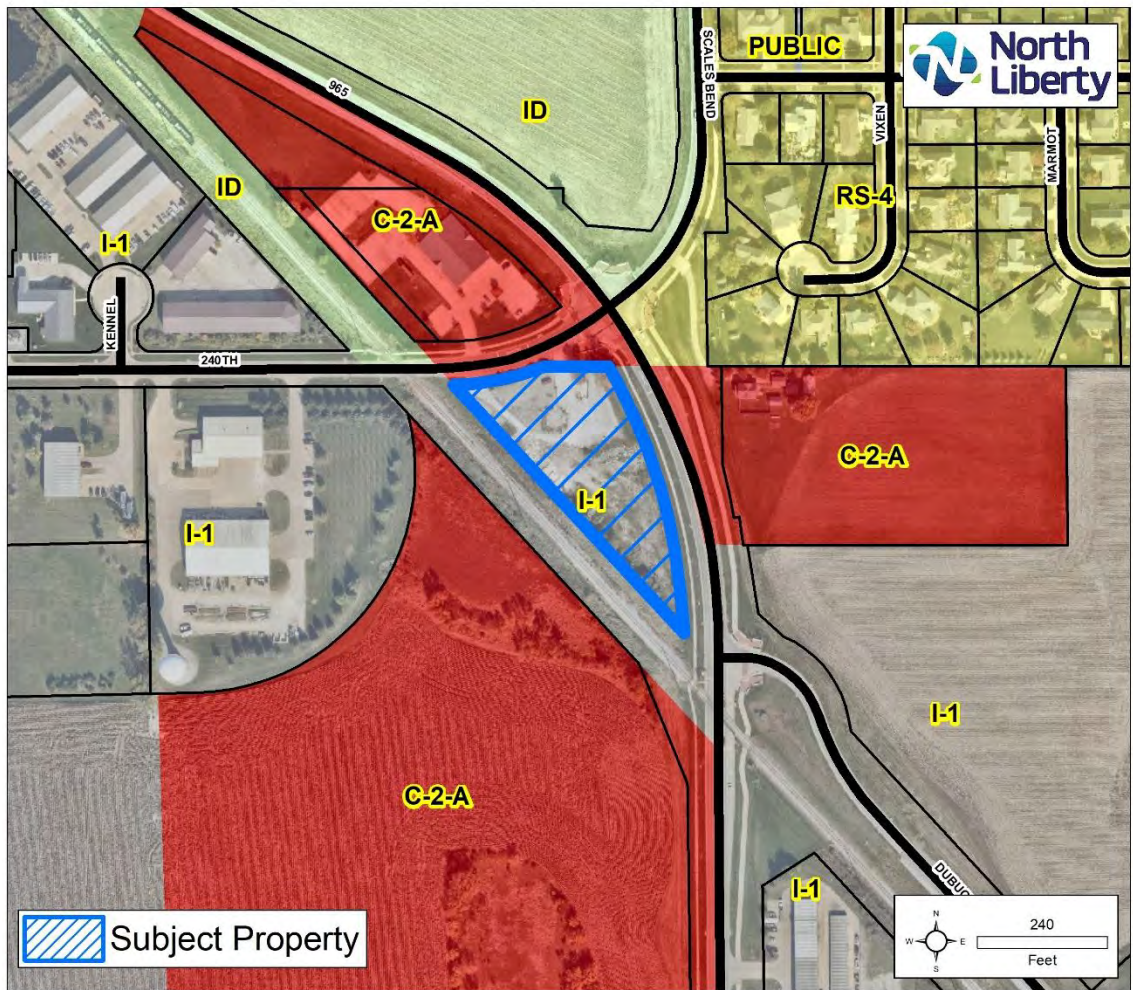


Current Zoning:

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:

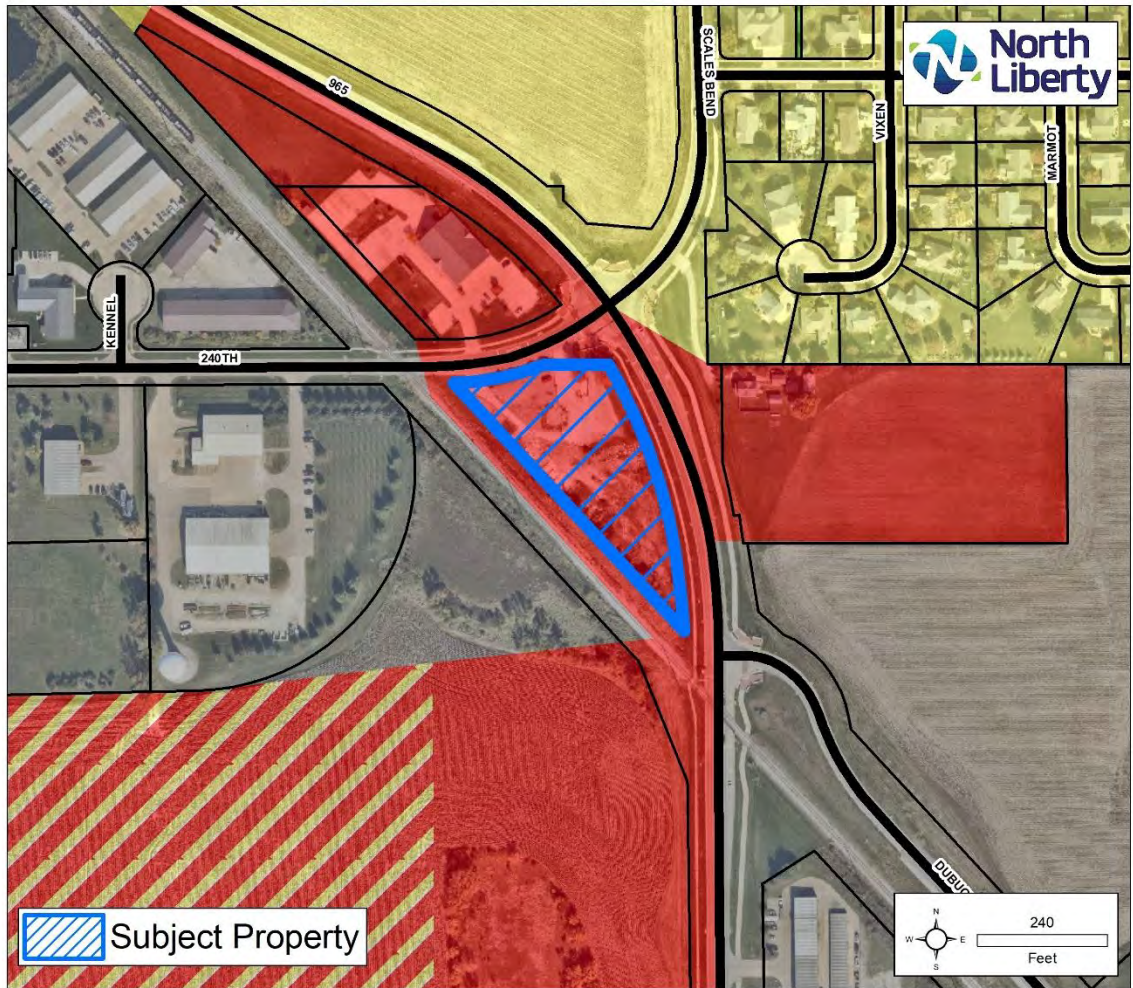
C-2-A Highway Commercial District.

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):

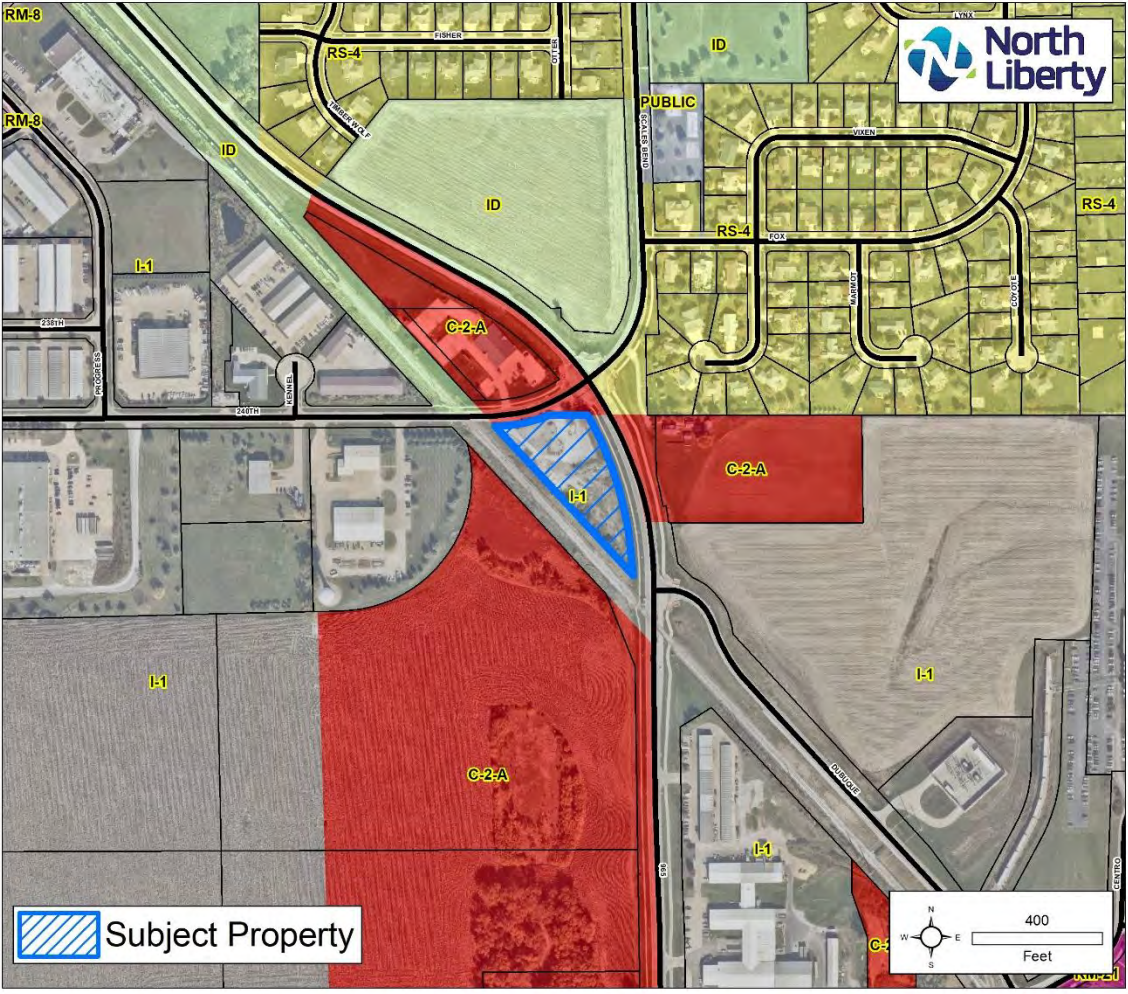
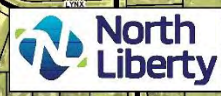
This letter is to notify you that the City of North Liberty is requesting a zoning map amendment (rezoning) on 1.72 acres, more or less, from I-1 Light Industrial District to C-2-A Highway Commercial District on property located at the southwest corner of Highway 965 and 240th Street (625 240th St) (see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


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

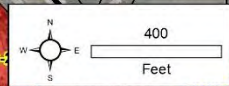
The North Liberty City Council will consider this request at its July 27, 2021 public hearing, which begins at 6:30 P.M. The public hearing will be held at North Liberty City Council Chambers, 1 Quail Creek Circle, North Liberty, Iowa 52317.

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



 Subject Property



7019 0700 0001 6555 4967

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Extra Services & Fees (check box, add fee as appropriate)	
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<input type="checkbox"/> Adult Signature Required	\$ _____
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ _____
Postage	\$ _____
Total Postage and Fees	\$ _____
Sent To	
JT properties, LLC	
Street and Apt. No., or P.O. Box No.	
2924 270th St NW	
City, State, ZIP+4®	
North Liberty, Pa 52317-8501	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	



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):

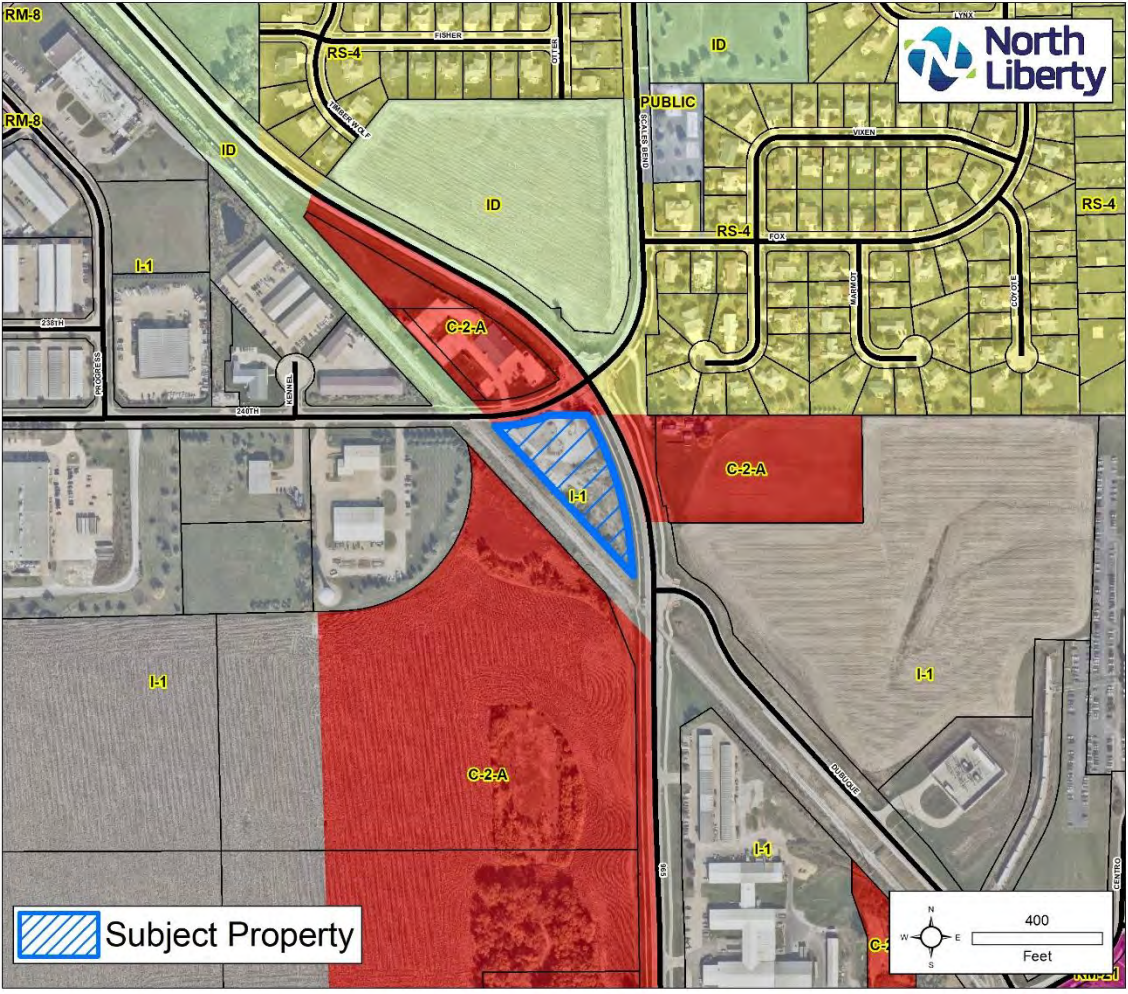
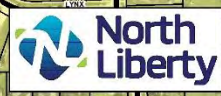
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The North Liberty Planning Commission will consider this request at its July 6, 2021 public hearing, which begins at 6:30 P.M. The public hearing will be held at North Liberty City Council Chambers, 1 Quail Creek Circle, North Liberty, Iowa 52317.

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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Extra Services & Fees (check box, add fee as appropriate)

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Return Receipt (electronic) \$ _____

Certified Mail Restricted Delivery \$ _____

Adult Signature Required \$ _____

Adult Signature Restricted Delivery \$ _____

Postage \$ _____

Total Postage and Fees \$ _____

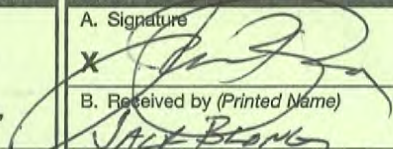

JUL 13 2021
 Postmark Here

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

PS Form 3800, April 2015 PSN 7530-02-000-0047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature </p> <p><input checked="" type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>Jack Blomg</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>1. Article Addressed to:</p> <p><u>JT Properties LLC</u> <u>2924 270th St NW</u> <u>North Liberty, Ia</u> <u>52317</u></p> <p></p> <p>9590 9402 5189 9122 9869 32</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input checked="" type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p> <p><input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p>
<p>2. Article Number (Transfer from service label)</p> <p>7019 0700 0001 6555 4943</p>	
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 August 10, 2021.

Third and final reading on _____.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. 2021-13 in the *North Liberty Leader* on the ____ of _____, 2021.

TRACEY MULCAHEY, CITY CLERK

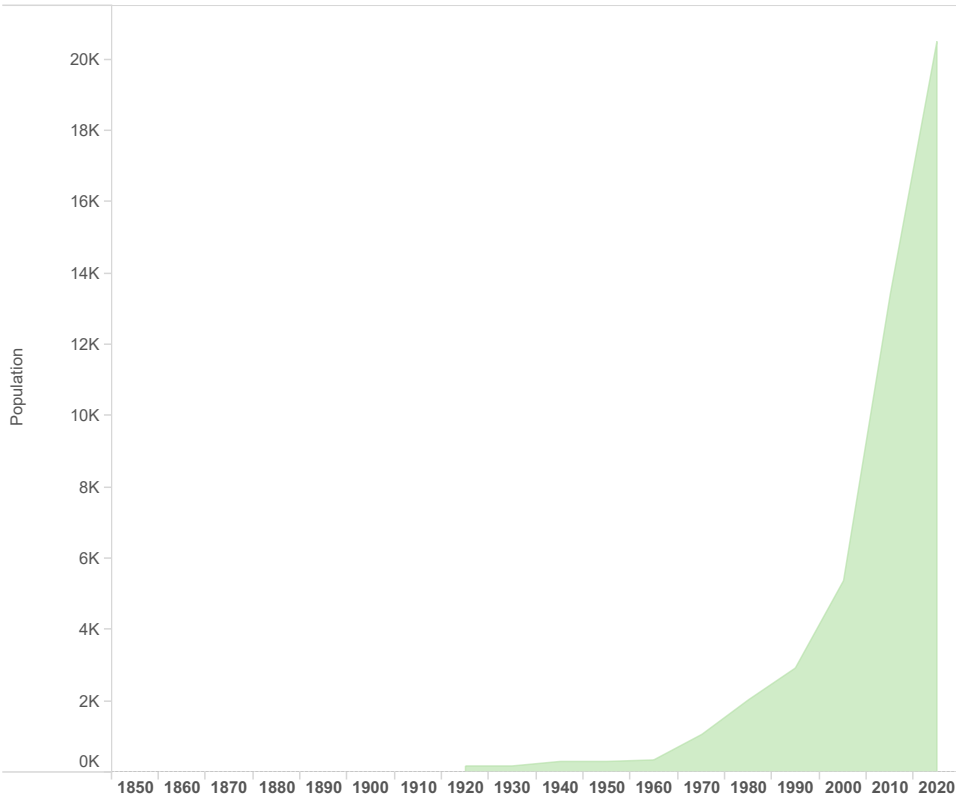


Additional Information

Total Population for North Liberty: 1850-2020

Geographic level
City

Geographic name
North Liberty



North Liberty	2020	20,479
	2010	13,374
	2000	5,367
	1990	2,926
	1980	2,046
	1970	1,055
	1960	334
	1950	309
	1940	282
	1930	161
	1920	171
	1910	
	1900	
	1890	
	1880	
	1870	
	1860	
	1850	

Source agency name: U.S. Census Bureau

Source agency program: Decennial Census

Source agency contact: <https://www.census.gov/programs-surveys/decennial-census/about/rdo/summary-files.html#P1>

Source agency release date: August 12, 2021

Date added to State Data Center Web site: August 12, 2021

State Data Center contact information: State Library of Iowa, State Data Center Program, <http://www.iowadatacenter.org>, 800-248-4483, census@iowa.gov



To North Liberty Mayor and City Council Members
CC Ryan Heiar, City Administrator
From Brian Platz, Fire Chief
Date August 18th, 2021
Re Fire Department Report to Council – August 2021

The roof work at the fire station has reached completion. Spot replacement of roof decking, new shingles, reinstallation of the solar arrays and new gutters were all part of the project. Additionally, the ceiling in the truck room has been repaired. You likely remember, during the roof work we suffered rain intrusion and subsequent ceiling damage. Insulation and paint are the only tasks remaining with that portion of the project.

Saturday, August 7th, was the first Saturday that the fire department staffed the station with part time personnel. Two responders were on duty from 6:00 AM Saturday to 6:00 AM Sunday. This is an effort to reduce some of our identified gaps in coverage. We look forward to the positive impacts this should garner as well as future expansion of our staffing program. The department appreciates the council's awareness of our needs in this regard.

In March of this year, we installed eight new rookie firefighters. As of this month, only one of the original eight has decided that firefighting wasn't for him. The remaining seven new firefighters have been given the green light to respond to calls and sign up for "on call" shifts. We greatly enjoy the energy that they possess and it has been rewarding to watch them on their journey to get to this point. Unfortunately, as we gain new people, we invariably tend to lose others. Over the course of the past two months, we have watched four of our high call volume, experienced volunteers leave the department. Their departure was due to life changes with three of the four moving out of the area. We wish them well and will do our best to replace them.

The department has been taking the opportunity to attend block parties, provide station/truck tours and perform other appropriate outreach when available. Being able to once again be out in the community is something we took for granted prior to the pandemic. If you hear of an opportunity for us to be a part of any community events, please contact me and I will see that the information gets to Captain Mike Johnston who oversees our community risk reduction program.

Best,





North Liberty Fire Department 2021 Monthly/YTD Response Report

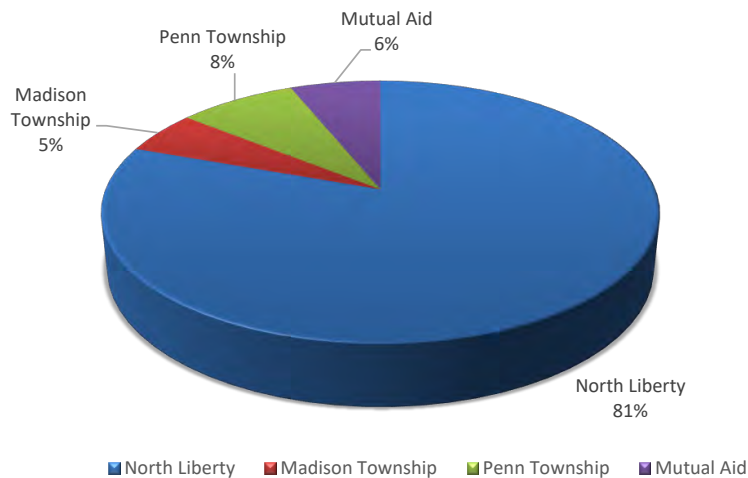
North Liberty Fire Department Responses By Fire District

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
North Liberty	99	88	101	101	112	110	105						716	80.45%
Madison Township	4	11	3	7	4	9	9						47	5.28%
Penn Township	8	9	5	9	10	15	16						72	8.09%
Mutual Aid	4	7	5	6	11	13	9						55	6.18%
Total Responses	115	115	114	123	137	147	139						890	

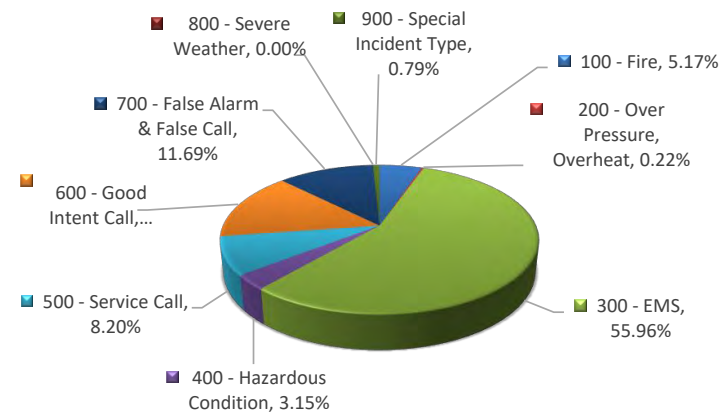
North Liberty Fire Department Responses By Type of Incident

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
100 - Fire	1	6	6	7	7	10	9						46	5.17%
200 - Over Pressure, Overheat				1	1								2	0.22%
300 - EMS		56	72	75	74	78	73						498	55.96%
400 - Hazardous Condition	2	2	3	4	4	10	3						28	3.15%
500 - Service Call	16	10	8	9	11	10	9						73	8.20%
600 - Good Intent Call	10	22	14	17	22	22	25						132	14.83%
700 - False Alarm & False Call	15	19	10	10	16	17	17						104	11.69%
800 - Severe Weather														
900 - Special Incident Type	1		1		2		3						7	0.79%
Total Responses	115	115	114	123	137	147	139						890	

2021 District Responses YTD
(Rounded Percentage)



2021 Type of Incidents YTD
(Percentage)





North Liberty Fire Department 2021 Monthly/YTD Response Report

North Liberty Fire Department Response Statistics (All Incidents)

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Year To Date	Percent To Date
Total Responses for Month	115	115	114	123	137	147	139	0	0	0	0	0	890		
Average Responders per Incident	5.1	5.3	5.8	6.6	5.5	5.5	5.2						5.6		
# Incidents with 2 or less Responders	13	15	10	6	15	16	16						91		
% Incidents with 2 or less Responders	11.3%	13.0%	8.8%	4.9%	10.9%	10.9%	11.5%						10.2%		
# Incidents with No NLFD Response	0	0	0	0	0	0	1								
# Incidents Cancelled Enroute or Prior to Arrival	7	17	10	14	14	17	20						99	11.12%	
# Incidents Cancelled by JCAS	2	2	3	1	3	2	5						18	18.18%	
# Incidents Cancelled by JECC	0	3	4	2	2	9	6						26	26.26%	
# Incidents Cancelled by Law Enforcement	3	8	0	8	3	4	6						32	32.32%	
# Incidents Cancelled by Fire Department	2	4	3	3	6	2	3						23	23.23%	

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

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Year To Date	Percent To Date
Total Emergent (Lights & Sirens) Responses for Month	67	68	67	71	74	87	86								
# of Incidents with Turnout Time 2 Minutes or Less - PPC/Admin	12	12	21	13	15	16	19								
# of Incidents with Turnout Time 2 Minutes or Less - PT	7	9	10	9	9	14	13								
# of Incidents with Turnout Time 2 Minutes or Less - Total	19	21	31	22	24	30	32								
% Incidents with Turnout Time 2 Minutes or Less	28.4%	30.9%	46.3%	31.0%	32.4%	34.5%	37.2%								
90th Percentile Turnout Time - (Minutes) Part-Time	3:46	3:07	2:30	2:07	2:28	2:24	2:18						2:33		
90th Percentile Turnout Time - (Minutes) Paid Per Call	9:09	6:37	3:30	4:30	7:31	8:01	9:32						8:02		

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

North Liberty Fire Department Auto Aid & Mutual Aid Given

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Year To Date	Percent To Date
Auto Aid - Coralville (52001)	1	3	1	2	2	4	1						14	1.57%	
Auto Aid - Iowa City (52003)				1	2		1						4	0.45%	
Auto Aid - Solon (52008)	2	1	1		3	1	1						9	1.01%	
Auto Aid - Swisher (52009)	1	3	2	3	3	7	4						23	2.58%	
Auto Aid - Tiffin (52010)							2						2	0.22%	
Mutual Aid - Other Fire Departments			1		1	1							3	0.34%	
Total Responses	4	7	5	6	11	13	9	0	0	0	0	0	55	6.18%	

North Liberty Fire Department Auto Aid & Mutual Aid Received

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Year To Date	Percent To Date
Auto Aid - Coralville (52001)	1	1	3	3	5	5	6						24	2.70%	
Auto Aid - Iowa City (52003)				1			1						2	0.22%	
Auto Aid - Solon (52008)	1	1	3	3	5	3	2						18	2.02%	
Auto Aid - Swisher (52009)	2	6	1	4	1	5	3						22	2.47%	
Auto Aid - Tiffin (52010)					1		2						3	0.34%	
Mutual Aid - Other Fire Departments													0	0.00%	
Total Responses	4	8	7	11	12	13	14	0	0	0	0	0	69	7.75%	