



**North Liberty City Council  
Regular Session  
September 28, 2021**



# **City Administrator Memo**



To **Mayor and City Council**  
 From **Ryan Heiar, City Administrator**  
 Date **September 24, 2021**  
 Re **City Council Agenda September 28, 2021**

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### 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 (09/14/21)
- Claims
- Change Order Number 3, Ranshaw Way Phase 5, Peterson Contractors, Inc., \$21,353.99
- Pay Application Number 4, Ranshaw Way Phase 5, Peterson Contractors, Inc., \$1,224,997.39

### Meetings & Events

Tuesday, Sep 28 at 6:30p.m.  
City Council

Tuesday, Oct 5 at 6:30p.m.  
Planning Commission

Thursday, Oct 7 at 7:00p.m.  
Park & Recreation Commission

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

### Reimbursement Resolution

Staff is recommending approval of a reimbursement resolution for the Dubuque Street, Phase 1 project and the purchase of the off-road brush fire truck so that cash on hand currently being spent on these projects can be reimbursed with borrowed funds at a later date. The Dubuque Street project is estimated to cost \$3 million while the fire truck is budgeted at \$270,000.

### Vintage Estates Subdivision

The ordinance allowing the Vintage Estates Planned Area Development on Jones Boulevard required the owner to execute certain easement agreements with the City, ensuring maintenance of storm water management facilities, inspection of utility connections, and a dedication of right of way. These documents have now all been submitted. Staff finds them acceptable and recommends approval.

### CIPCO & City of Tiffin Agreements

The Central Iowa Power Cooperative (CIPCO) is working on a large power upgrade project that will bring a high voltage power line from Hills to Swan Lake Road. The current route will interfere with plans to eventually improve the Forevergreen Road/Jasper Road/Park Road intersection. These agreements contemplate the cities of Tiffin and

North Liberty to cost share for the redesign and related work to modify the placement of two large power poles, so they will not interfere with future improvements. If the poles were to be placed as currently designed, to move them, the cities would have to condemn and pay for the relocation at an estimated cost of \$500k. Instead, with approval of these agreement, each City will be responsible for \$20,000 for the aforementioned redesign and work. Staff recommends approval of the agreements.

## Snowmobile Ordinance, Public Hearing & 1<sup>st</sup> Reading

Current City code provides for various snowmobile routes throughout the community. Staff has worked with the local snowmobile club over the years to reduce the number of routes within the city but still allow for access to various points such as gas stations. In that time, the City has received complaints about snowmobiles cutting through yards, noise, and minor damage to public property. Last winter, a more significant issue occurred when a snowmobile ran into an electrical box at a roundabout. Fortunately, the rider was not injured; however, the damages totaled \$20,000 of which the city's insurance company paid. As the City continues to develop and more landscaping, light poles, electrical boxes, etc. are being installed, there is more potential for accidents and damage to occur. Staff believes that it is time to eliminate snowmobile routes within the City and is recommending approval of the included ordinance.

Most larger cities in Iowa already prohibit snowmobiles from operating within the corporate limits, but for the exception in the state code (*321.4: A registered snowmobile may be operated under the following conditions: a. Upon city highways which have not been plowed during the snow season or on such highways as designated by the governing body of a municipality.*). In our area, Coralville and Iowa City do not allow for snowmobile routes in the City.

## Hate Crime Ordinance, 3<sup>rd</sup> and Final Reading

The included ordinance incorporates changes that were introduced at the August 24 meeting, including adding the term "bias-motivated". Also included in the packet for reference are previous memos, emails from the public and other related materials.



To **North Liberty Mayor & City Council**  
From **Ryan Heiar, City Administrator**  
Date **September 24, 2021**  
Re **FY22 Tax Rate**

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In January of 2021, the City Council conducted two budget planning sessions, consisting of approximately 5 hours of discussion regarding the FY22 budget. At the conclusion of the final planning session the Council agreed to a property tax rate of \$11.32/\$1,000 in taxable value. On March 9, 2021, following public hearings, publications and other legally required steps, the City of North Liberty certified by resolution a total property tax levy of \$11.51 for the fiscal year beginning July 1, 2021. This discrepancy between planning documents targeting a levy of \$11.32 was not immediately identified.

In August 2021, staff realized the certified tax levy, which remains lower than any of our neighbors, did not account for \$234,000 of reserve funds that had been earmarked to reduce the city's levy due to a spreadsheet input error that resulted in those reserve funds not being applied as intended.

While the legal documents throughout the certification process were consistent, it reflected a discrepancy between budget planning memos and financial models and the legal budget documents.

When the error was found, staff consulted with state and county staff about options, but learned that a correction in the current fiscal year would be a "logistical nightmare" and was not practical. This error will result in the collection of \$234,000 in property taxes, equivalent to \$1.97 per month for the owner of a \$220,800 home (median home value in North Liberty). The intent is to apply these reserve funds plus accrued interest to the next fiscal year's budget to buy down the levy to reduce the property taxes paid by property owners in FY23 as was intended in FY22.

As the leader of this organization, I take full responsibility for not catching this error sooner in the process. Further, I want to ensure our residents, City Council and staff, that our team will be implementing new steps into our budget process to ensure this does not happening again. And finally, I want to apologize to our residents, City Council and staff for this error and I commit to doing better in the future.

The following report explains in further detail what occurred, how it happened and additional safeguards staff will implement to avoid future errors.

## Budget Process

The City's budget process began on September 24, 2020, when initial budget documents were distributed to the management team. The management team began planning for expenses and revenues for the coming fiscal year. From December 9 to December 22, each management team member met with the City Administrator to discuss their respective department's needs and refine the request.

The City received its tax revenue projections from the County on December 30, 2020. With these projections, staff compared proposed expenditures to anticipated revenues, as well as reviewed cash on hand, the potential for borrowing and other factors to further refine requests before presentation to Council.

On January 19 and 26, 2021, staff presented the recommended budget to Council and sought input on capital projects and program changes. The Council spent these two meetings, and approximately 5 hours, finalizing the budget for the fiscal year that starts July 1. Once the Council finalized its discussion, staff published public notices on February 11 and February 25, and two public hearings were held on February 23 and March 9, followed by approval of the budget by the City Council on March 9. And finally, several days later, the City Clerk certified the budget with the County Auditor's Office.

The fiscal year took effect on July 1, 2021.

## How the Error Occurred

In addition to the state budget forms that are required to be completed and certified to the County Auditor's officer and Department of Management; the City uses its own budget model and financial software when creating the annual budget. The City's forms are much easier to read and understand. In this case, a data point did not get transferred from the City's budget model to the state form, resulting in a calculation that was not consistent with the discussions at the City Council's budget work sessions.

## Actions When the Error was Discovered

Upon discovering this error, staff immediately reached out to the County Auditor's office to determine what steps could be taken to correct the error. The Johnson County Auditor's office explained that the tax bills were in the process of being printed and changes could not be made. Subsequently, staff sought guidance from the Iowa Department of Management about potential ways to correct the error. Department of Management staff wrote that it was too late to change tax statements and to address the error with rebates in FY22 would be a "logistical nightmare" requiring notice from the County Treasurer each time a payment was made and computing individual refunds for

thousands of payers. The suggested solution was to use the cash on hand to buy down the levy in FY23.

### Impact of the error

Because of the \$234,000 of cash on hand not being used as supplemental funds in FY22 the City’s tax rate will be \$0.19/1,000 higher than planned. Instead of a tax rate of \$11.32, it is \$11.51. Below are a few examples of how the 19¢ difference will impact North Liberty residents and businesses.

<b>Residential Value</b>	<b>FY22 Annual Cost</b>	<b>FY22 Monthly Cost</b>	<b>Commercial Value</b>	<b>FY22 Annual Cost</b>	<b>FY22 Monthly Cost</b>
\$200,000	\$21.44	\$1.79	\$300,000	\$51.30	\$4.28
\$300,000	\$32.15	\$2.68	\$450,000	\$76.95	\$6.41
\$400,000	\$42.87	\$3.57	\$600,000	\$102.60	\$8.55

### Additional Safeguards to Avoid Future Errors

Staff will be implementing new procedures in FY23 and future years, establishing several check points at the public hearing process and again at the final adoption process. For example, after the City Council budget work sessions and before the first public hearing, the City Administrator, City Clerk and City Treasurer will independently review the legal publication to ensure it is consistent with the budget planning models. Prior to the second public hearing, the City Administrator, City Clerk and City Treasurer will again compare the publication to the planning models. And finally, prior to budget certification, the City Administrator, City Clerk and City Treasurer will review the state budget forms and City budget models to be certain that the numbers match. The intent of these check points is to have another set of eyes reviewing the budget planning models and the state forms to ensure consistency. With additional people reviewing the work, the likelihood of mistakes will be diminished.



# **Agenda**



**City Council**

September 28, 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, September 14, 2021
  - B. Claims
  - C. Ranshaw Way Phase 5, Change Order Number 3, Peterson Contractors, Inc., \$21,353.99
  - D. Ranshaw Way Phase 5, Pay Application Number 4, Peterson Contractors, Inc., \$1,224,997.39
5. Public Comment
6. City Engineer Report
7. City Administrator Report
8. Mayor Report
  - A. Careers in Construction Proclamation
  - B. Domestic Violence Awareness Month
9. Reimbursement Resolution
  - A. Resolution Number 2021-93, A Resolution relating to the financing of certain proposed projects to be undertaken by the City of North Liberty, Iowa; establishing compliance with Reimbursement Bond Regulations under the Internal Revenue Code
10. Vintage Estates
  - A. Resolution Number 2021-94, A Resolution approving the Stormwater Management Facility Maintenance Agreement and Easement between the City of North Liberty and Harvest Investments, LLC that establishes the

terms and conditions under which stormwater management facilities will be maintained for Vintage Estates Planned Area Development in the City of North Liberty, Iowa

- B. Resolution Number 2021-95, A Resolution approving the Public Access and Utility Inspection Agreement between the City of North Liberty and Harvest Investments, LLC that establishes the terms and conditions under which public access will be maintained and City services authorized for Vintage Estates Planned Area Development in the City of North Liberty, Iowa
- C. Resolution Number 2021-96, A Resolution accepting the Warranty Deed from Harvest Investments, LLC to the City of North Liberty for the establishment of right of way

11. CIPCO Agreement

- A. Resolution Number 2021-97, A Resolution approving an Electric Facilities Construction and Payment Agreement regarding construction of a new transmission line between Central Iowa Power Cooperative and the City of North Liberty and the City of Tiffin
- B. Resolution Number 2021-98, A Resolution approving the 28E Agreement between the City of North Liberty and the City of Tiffin for cost obligations for the design and relocation of Central Iowa Power Cooperative Transmission Line

12. Snowmobile Ordinance

- A. Public Hearing regarding proposed amendments to the use of snowmobiles in city limits
- B. First consideration of Ordinance Number 2021-16, An Ordinance amending Chapter 75 of the North Liberty Code of Ordinances concerning permitted uses of snowmobiles within City limits

13. Hate Crime Ordinance

- A. Third consideration and adoption of Ordinance Number 2021-15, An Ordinance amending Chapter 42 of the North Liberty Code of Ordinances

14. Old Business

15. New Business

16. Adjournment



# **Consent Agenda**



**City Council**  
September 14, 2021  
Regular Session

**Call to order**

Mayor Terry Donahue called the September 14, 2021 Regular Session of the North Liberty City Council to order at 6:30 p.m. Councilors present: RaQuishia Harrington, Chris Hoffman, Annie Pollock, Brent Smith, Brian Wayson; absent –none.

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

**Approval of the Agenda**

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

**Consent Agenda**

Hoffman moved, Smith seconded to approve the Consent Agenda including the City Council Minutes, Regular Session of August 24, 2021, the attached list of claims, Zio Johnno's Liquor License Renewal, and Ranshaw House Phase 2 Pay Application Number 4 to Wolfe Contracting in the amount of \$130,886.94. The vote was all ayes. Consent Agenda approved.

**Public Comment**

No public comment was offered.

**City Engineer Report**

City Engineer Trom reported on the Ranshaw Way Phase 5 Project. The contractor is making good progress. The SW Growth Utilities Project is substantially complete. The contractor is now working on the punch list. The contractor on the Centennial Park Loop Road Project is working on grading and plans to start paving in early October. The Dubuque Street Phase 1 Project will be bid this winter to start construction next spring. Schematic designs for the City Hall Project have been completed and reviewed by staff. Council discussed the report with Trom.

**City Administrator Report**

City Administrator Heiar reported on the Iowa League of Cities Conference in Coralville that includes mobile workshops coming to North Liberty.

**Mayor Report**

Mayor Donahue proclaimed Welcoming Week, September 10 - 19, 2021. Mayor Donahue proclaimed September 15 to October 15, 2021 as National Hispanic Heritage Month.

### **Preliminary Plat**

Smith moved, Pollock seconded to approve Resolution Number 2021-87, A Resolution approving the Preliminary Plat for The Evermore, Part Two, North Liberty, Iowa. The vote was: ayes – Smith, Pollock, Hoffman, Wayson, Harrington; nays – none. Motion carried.

### **Proclamation Policy**

Mayor Donahue presented information on the Proclamation Policy. Pollock moved, Wayson seconded to approve Resolution Number 2021-88, A Resolution approving the Proclamations Policy for the City of North Liberty, Iowa. The vote was: ayes – Wayson, Smith, Pollock, Harrington, Hoffman; nays – none. Motion carried.

### **Assessment Resolution**

Hoffman moved, Wayson seconded to approve Resolution Number 2021-89, A Resolution assessing delinquent amounts owed to the City of North Liberty, Iowa to individual property taxes. The vote was: ayes – Hoffman, Harrington, Smith, Wayson, Pollock; nays – none. Motion carried.

### **Property Purchase**

Heiar presented information on the proposed purchase. Pollock moved, Smith seconded to approve Resolution Number 2021-90, A Resolution approving the Offer to Buy Real Estate and Acceptance between the City of North Liberty and Interstate Power and Light. After discussion, the vote was: ayes – Smith, Harrington, Hoffman, Wayson, Pollock; nays – none. Motion carried.

### **Comprehensive Plan**

Rusnak presented information on the process of obtaining a consultant for the Comprehensive Plan. Pollock moved, Harrington seconded to approve Resolution Number 2021-91, A Resolution approving the Services Agreement between the City of North Liberty and RDG for Comprehensive Planning Services. After discussion, the vote was: ayes – Smith, Pollock, Wayson, Hoffman, Harrington; nays – none. Motion carried.

### **Dubuque Street, Phase 1 Project**

Lientz provided information on this agenda item. Harrington moved, Hoffman seconded to approve Resolution Number 2021-92, A Resolution Authorizing Settlement Agreement with North Liberty Clinic of Chiropractic, PLC. The vote was: ayes – Harrington, Hoffman, Smith, Wayson, Pollock; nays – none. Motion carried.

### **Hate Crime Ordinance**

At 6:53 p.m., Mayor Donahue opened the Public Hearing regarding proposed Hate Crime Ordinance amendment. An email was received from Erek Sittig relating to this ordinance and will be included with the record. The public hearing was closed.

Wayson moved, Harrington seconded to approve the second consideration of Ordinance Number 2021-15, An Ordinance amending Chapter 42 of the North Liberty Code of Ordinances. After discussion, the vote was: ayes – Wayson, Hoffman, Harrington, Pollock, Smith; nays – none. Motion carried.

**Recordation Ordinance**

Harrington moved, Pollock seconded to approve the third consideration and adoption 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 – Harrington, Wayson, Hoffman, Smith, Pollock; nays – none. Motion carried.

**Old Business**

Councilor Pollock offered additional information regarding Summer Slate and offered thanks to staff, specifically Jillian Miller for planning the events. Councilor Hoffman offered that Summer Slate was a terrific summer pivot and thanked sponsors for making it happen. Council Wayson expressed appreciation for the Ambassador publications. He reminded the public that there is not a way to cut through Golfview Trailer Park during Ranshaw Way closures.

**New Business**

Councilor Smith reported he will be attending the Iowa League of Cities Conference as well as Councilor Hoffman. He thanked Coralville for bringing it local. Smith spoke regarding the conversation with DVIP with their increase in North Liberty residents served and plan to build a new shelter. Mayor Donahue offered additional information regarding his DVIP meeting including that 50% of the clients are children and that they service an eight-county area.

**Adjournment**

Mayor Donahue adjourned the meeting at 7:00 p.m.

**CITY OF NORTH LIBERTY**

By: \_\_\_\_\_  
Terry L. Donahue, Mayor

Attest: \_\_\_\_\_  
Tracey Mulcahey, City Clerk

**CHANGE ORDER**  
For Local Public Agency Projects

No.: 3

Non-Substantial:

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: September 18, 2021

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

A - Description of change to be made:

0050 - DECREASE item for "Exc., CL 10, Roadway and Borrow."

0070 - DECREASE item for "Special Compaction of Subgrade."

0080 - INCREASE item for "Modified Subbase."

8012 - ADD an item for "(Price Adjust) Air Test Deviation."

8013 - ADD an item for "Frontage Road Intake Adjustment." Item includes modifying the back wall of two SW-501 intakes on the frontage road. Method of Measurement: Item will be measured as each. Basis of Payment: Each intake modification complete. Payment is full compensation for all labor, equipment and materials needed to excavate, remove excess material, saw, remove back wall, install rebar, form and pour new intake walls. Work to be completed per field discussions with Shive-Hattery, contractor, and City of North Liberty staff.

8014 - ADD an item for "PC Concrete Wall Added Rebar." Item includes adding (20) #6 footing dowels with leg lengths matching dowels shown on 1/V.06 (24" horizontal leg and 65" vertical leg) in the PC Concrete Retaining walls around the pedestrian tunnel openings. 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 retaining wall footings per ITC-10.

8015 - ADD an item for "Replace Signal Cabinet Foundation." Item includes removing and disposing of existing concrete foundation below traffic signal control cabinet at the NE corner of Westwood Drive intersection (STA 82+06, 78.00 RT), installing new precast foundation at the same location, and reinstalling the existing control cabinet. Contractor to coordinate with Alliant Energy to disconnect and reconnect electrical service and with City of North Liberty to remove and reconnect the existing fiber line to the cabinet. Method of Measurement: Item will not be measured. Basis of Payment: Lump Sum. Payment is full compensation for all labor, equipment and materials needed to remove existing traffic signal cabinet, remove and dispose of existing foundation, install new foundation per Standard Specification 2523 and reinstall traffic signal cabinet. This work to be completed as shown on plan sheets issued with ITC-09.

8016 - ADD an item for "Fairview Lane Traffic Control Signage." Item includes removing the DO NOT ENTER and WRONG WAY signage on the west leg of Fairview Lane as shown in the J-Sheets and replacing them with WEIGHT LIMIT 5 TONS and LOCAL TRAFFIC ONLY signs on the same sign posts. Method of Measurement: Item will not be measured. Basis of Payment: Lump Sum. Payment is full compensation for all labor, equipment and materials needed to remove the originally posted signage and install the new signage.

8017 - ADD an item for "Engineering Fabric." Item includes adding fabric around the granular backfill for the cast-in-place concrete walls, the 10' x 7' box culvert and 14' x 9' box culvert as shown in the updated section details provided with ITC-08. Method of Measurement: Item to be measured in square yards. Basis of Payment: Square yards placed. Payment is full compensation for all labor, equipment and materials needed to install the engineering fabric per ITC-08.

8018 - ADD an item for "Remove and Replace Apron." Item includes removing and reinstalling 18" aprons, backfilling, regrading and spreading topsoil. The additional length of storm sewer pipe to be paid in Item 0550. Method of Measurement: Item will not be measured. Basis of Payment: Lump Sum. Payment is full compensation for all labor, equipment, and materials needed to remove existing aprons, reinstall aprons, backfill, regrade and spread topsoil. Work to be completed in accordance with Standard Specification 2503 as well as plan notes on M.01 that all joints from flared end section apron to nearest structure are to be tied per Iowa DOT Standard Road Plan DR-121, Type 2.

8019 - ADD an item for "Pipe Gasket Deduct." Item includes a price deduct for installing wrapped open joint storm pipe instead of gasketed storm pipe as noted on the plans for pipes S.19 and N.10. Method of Measurement: Item will not be measured. Basis of Payment: Lump Sum. Payment is a price reduction for not installing gaskets on pipe S.19 (30" pipe) and N.10 (24" pipe). Fabric wrapped joints and trench backfilled with gradation 3 rock to a height 6" above top of pipe before placing Class 10 material for final trench backfill as approved by City of North Liberty Staff to be left in place.

8020 - ADD an item for "Added 10' x 7' Culvert Tie Rods." Item includes adding a total of (4) galvanized tie rod connections (two on the west side box culvert extension and two on the east side culvert extension) at the joint between the new and existing 10' x 7' box culvert sections. Method of Measurement: Item will not be measured. Basis of Payment: Lump Sum. Payment is full compensation for all labor, equipment, and materials needed to core drill new holes and install additional tie rods between existing and new 10' x 7' box culvert sections as shown in ITC-11.

8021 - ADD an item for "Cap Abandoned Pipe." Item includes exposing the end of unknown abandoned storm pipe and pouring a concrete cap on the upstream end of the pipe opening. Method of Measurement: Item will not be measured. Basis of Payment: Lump Sum. Payment is full compensation for all labor, equipment and materials needed to excavate around the end of the pipe, pour concrete cap and backfill the area excavated to complete this work.

B - Reason for change:

0050 - Reduce quantity due to extra volume of modified subbase between the pedestrian tunnel and the roadway above.

0070 - Reduce quantity due to extra volume of modified subbase between the pedestrian tunnel and the roadway above.

0080 - Add quantity to provide full depth layer of rock base between the pedestrian tunnel and the roadway above per ITC-08. Change will provide a uniform continuous rock base between the pedestrian tunnel and roadway above.

8012 - On 8/19/21, 34.72 SY of concrete sidewalk was placed with non-compliant air content (see Non-compliance Notice 001)

8013 - The offset for ST-M.20 and ST-M.21 were incorrect on the M-sheets and therefore staked in the wrong location. Field adjustment was necessary and approved by the Owner after the intakes were uncovered to pour throats.

8014 - Item added to provide correct (increased) dowels in retaining wall footings surrounding the pedestrian tunnel opening to properly distribute the load.

8015 - Item added to provide proper conduit sizing for new intersection wiring, lower the signal control cabinet to allow for ADA compliant sidewalk ramps, provide proper foundation bury depth, and provide better access to cabinet.

8016 - Item added to adjust temporary traffic control for the Fairview Lane closure at the Owner's request per observed traffic.

8017 - Item added because engineering fabric was not itemized in the V-sheet tabulations but was intended to be provided as a barrier between granular backfill and soil envelope.

8018 - The offset for (2) pipe aprons were staked incorrectly leaving the storm pipe 6' short of intended locations.

8019 - Contractor installed (2) storm pipe runs without gaskets that were intended to be gasketed per the plans. Owner approved leaving storm pipe installed with wrapped joints in exchange for a deduct for the cost of the gaskets.

8020 - Due to field variations in the angle of the existing and proposed box sections, these angled tie rod connections are being included to provide additional vertical support between the two different boxes.

8021 - An unknown abandoned storm pipe was uncovered during removal of the intake on the SW corner of Westwood Drive intersection. Owner approved installing a concrete cap over the end of the pipe.

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

0050 - Contract Unit Price

0070 - Contract Unit Price

0080 - Contract Unit Price

8012 - Agreed Unit Price Credit

8013 - Agreed Lump Sum

8014 - Agreed Lump Sum

- 8015 - Agreed Lump Sum
- 8016 - Agreed Lump Sum
- 8017 - Agreed Unit Price
- 8018 - Agreed Lump Sum
- 8019 - Agreed Lump Sum Credit
- 8020 - Agreed Lump Sum
- 8021 - Agreed Lump Sum

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

8012 - Pay Adjustment per Tab C1 in the construction Manual Chapter 2 Appendix 2-34(C)

8013 - An agreed upon lump sum price for the work was established. Cost is considered reasonable based on material and labor necessary to modify the SW-501 intake walls, including sawing and removing pre-cast walls and installing rebar and pouring new modified back walls. The cost includes 10% prime contractor markup per Standard Specification 1109.03,B,3.

8014 - An agreed upon lump sum price for the work was established. Cost is considered reasonable based on material and labor necessary to incorporate additional rebar into PC Concrete Retaining Wall.

8015 - An agreed upon lump sum price for the work was established. Cost is considered reasonable based on material and labor necessary to remove the traffic signal cabinet and foundation, install new foundation, reinstall the signal cabinet and reconnect electrical and fiber service. The cost includes 10% prime contractor markup per Standard Specification 1109.03,B,3.

8016 - An agreed upon lump sum price for the work was established. Cost is considered reasonable based on material and labor necessary to remove the temporary traffic control signs previously installed and provide and install updated traffic control signage to open the west leg of Fairview Lane.

8017 - An agreed upon unit price for the work was established. Item has an average bid price of \$3.13 /SY as shown in the September 2020 thru August 2021 IDOT Summary of Awarded Contract Prices. The cost is considered reasonable based on material and labor necessary to provide and install engineering fabric.

8018 - An agreed upon lump sum price for the work was established. Cost is considered reasonable based on material and labor necessary to remove aprons, reinstall aprons, backfill, regrade and spread topsoil.

8019 - An agreed upon lump sum deduct in price was established. Cost is considered reasonable based on the material cost of the gaskets that were not installed.

8020 - An agreed upon lump sum price for the work was established. Cost is considered reasonable based on the material and labor necessary to core (8) holes in the 10' x 7' box culvert and provide and install (4) additional tie rods.

8021 - An agreed upon lump sum price for the work was established. Cost is considered reasonable based on the material and labor necessary to excavate around and pour concrete cap over abandoned RCP pipe. 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: 2.0             Unknown at this time

Justification for selection:

SITE 01 - ADD 1 calendar day to Site 01 for delays caused by underground utility conflicts beyond contractors control.

SITE 03 - ADD 1 calendar day to Site 03 for signal cabinet extra work per ITC-09.

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		0050	2102-2710070: EXC., CL 10, RDWY AND BORROW	\$7.25	-104.000	-\$754.00
x		0070	2109-8225100: SPECIAL COMPACATION OF SUBGRADE	\$550.00	-0.400	-\$220.00
x		0080	2115-0100000: MODIFIED SUBBASE	\$34.00	104.000	\$3,536.00
				Add Row	Delete Row	TOTAL
						\$2,562.00

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		8012	6200-5000031	(PRICE ADJUST) AIR TEST DEVIATION	\$1.00	-954.800	-\$954.80
		8013	2599-9999010	FRONTAGE ROAD INTAKE ADJUSTMENT	\$1,595.00	2.000	\$3,190.00
x		8014	2599-9999010	PC CONCRETE WALL ADDED REBAR	\$1.00	760.000	\$760.00
x		8015	2599-9999010	REPLACE SIGNAL CABINET FOUNDATION	\$1.00	8,318.990	\$8,318.99
x		8016	2599-9999010	FAIRVIEW LANE TRAFFIC CONTROL SIGNAGE	\$1.00	600.000	\$600.00
x		8017	2507-3250005	ENGINEERING FABRIC	\$3.00	1,735.000	\$5,205.00
		8018	2599-9999010	REMOVE AND REPLACE APRON	\$1.00	1,295.300	\$1,295.30
x		8019	2599-9999010	PIPE GASKET DEDUCT	\$1.00	-822.500	-\$822.50
x		8020	2599-9999010	ADDED 10' X 7' CULVERT TIE RODS	\$1.00	600.000	\$600.00
x		8021	2599-9999010	CAP ABANDONED PIPE	\$1.00	600.000	\$600.00
				Add Row	Delete Row	TOTAL	
						\$18,791.99	

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:	4	Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> ENGINEER
				PERIOD TO:	9/18/21	
FROM				PROJECT NO.:	STP-U-5557(622)--70-52	
CONTRACTOR:	Peterson Contractors, Inc. 104 Blackhawk Street, P.O. Box A Reinbeck, Iowa 50669	VIA ENGINEER:	Shive-Hattery, Inc. 2839 Northgate Drive Iowa City, Iowa 52245	CONTRACT ID:	52-5557-622	
				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>46,674.84</u>
3. CONTRACT SUM TO DATE	\$	<u>7,929,553.42</u>
4. TOTAL COMPLETED & STORED TO DATE	\$	<u>2,755,651.67</u>
5. RETAINAGE 3 % of Completed Work & Stored Material	\$	<u>30,000.00</u>
6. TOTAL EARNED LESS RETAINAGE	\$	<u>2,725,651.67</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	<u>1,500,654.28</u>
8. CURRENT PAYMENT DUE	\$	<b><u>1,224,997.39</u></b>
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$	<u>5,203,901.75</u>

(This amount will decrease, as Change Orders do not yet reflect items deleted or decreased in quantity - see summary sheet for est. final totals)

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

CONTRACTOR: Peterson Contractors, Inc.  
By: \_\_\_\_\_ Date: \_\_\_\_\_

State of: \_\_\_\_\_  
County of: \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

Notary Public:  
My Commission expires: \_\_\_\_\_

## ENGINEER'S CERTIFICATE FOR PAYMENT

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

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

ENGINEER:  
By: \_\_\_\_\_ Date: \_\_\_\_\_

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 314,490.60	\$ 289,169.75
Total approved this Month	\$ 24,105.29	\$ 2,751.30
<b>TOTALS</b>	\$ 338,595.89	\$ 291,921.05
NET CHANGES by Change Order	\$ 46,674.84	\$ -



# Mayor Report



# PROCLAMATION

## CAREERS IN CONSTRUCTION MONTH

**WHEREAS,** Careers in Construction Month is an annual month designated to help increase public awareness of the opportunities available in construction trades professions.

**WHEREAS,** during this month, employers, associations and schools are encouraged to conduct job fairs, panel discussions and local community events to inform students of the vast employment opportunities in construction;

**WHEREAS,** the construction industry is one of our nation's largest industries, employing more than 7.4 million individuals in the United States;

**WHEREAS,** we are pleased to honor construction trades professionals and the critical role they play in the development of North Liberty;

**WHEREAS,** through a collaborative effort that reaches policymakers as well as local educators and high school students, our goal is to effectively address some of the issues that have contributed to chronic labor shortages and misperceptions of careers in construction, to develop a skilled workforce for the future;

**WHEREAS,** the National Association of Home Builders (NAHB) Student Chapters program is dedicated to enriching the educational experience of students by offering them first-hand exposure to the real world of the building industry through NAHB membership, educational programming and networking opportunities;

**NOW, THEREFORE,** I, Terry Donahue, Mayor of the City of North Liberty, do hereby proclaim October 2021, as

## CAREERS IN CONSTRUCTION MONTH

in the City of North Liberty, and I urge all citizens to join me in this special observance.

Signed this 28<sup>th</sup> day of September, 2021.

---

Mayor Terry L. Donahue



# PROCLAMATION

## Domestic Violence Awareness Month

**Whereas**, domestic violence, dating violence, and stalking affects women, children, and men of all racial, cultural, and economic backgrounds, causing long-term physical, psychological, and emotional harm; and

**Whereas**, one in three Americans has witnessed an incident of domestic violence; and

**Whereas**, children who experience domestic violence are at a higher risk for failure in school, mental illness, substance abuse, suicide, and may choose violence as a way to solve problems later in life; and

**Whereas**, domestic violence in rural communities exists as a hidden, silent, and often unrecognized crime that is often underreported; and

**Whereas**, through the inspiration, courage, and persistence of victims of domestic violence, their children, and advocates, our communities are learning to recognize the impact of violence in the home and within intimate relationships; and

**Whereas**, the Domestic Violence Intervention Program has worked to end violence in intimate relationships for more than 40 years through the collaborative partnerships of advocates, volunteers, local municipalities, criminal justice, health and human services, faith communities, business leaders, and private citizens; and

**Whereas**, our community's achievements should be commended and we must continue our commitment to respect and support victims of domestic violence and to prevent future violence in our community.

**Now, therefore, be it resolved** that we, The North Liberty city council, do hereby proclaim the month of October 2021 to be:

### Domestic Violence Awareness Month

in North Liberty, and urge all people to work together to eliminate domestic violence, dating violence, and stalking from our community.

Signed this 28<sup>th</sup> day of September, 2021, in North Liberty, Iowa.

---

Mayor Terry L. Donahue



# **Reimbursement Resolution**

**RESOLUTION NO. 2021-93**

**RESOLUTION RELATING TO THE FINANCING OF CERTAIN PROPOSED PROJECTS TO BE UNDERTAKEN BY THE CITY OF NORTH LIBERTY, IOWA; ESTABLISHING COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE**

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

Section 1. Recitals.

(a) The Internal Revenue Service has issued Section 1.150-2 of the Income Tax Regulations (the "Regulations") dealing with the issuance of bonds, all or a portion of the proceeds of which are to be used to reimburse the City for project expenditures made by the City prior to the date of issuance.

(b) The Regulations generally require that the City make a prior declaration of its official intent to reimburse itself for such prior expenditures out of the proceeds of a subsequently issued borrowing and that the borrowing occur and the reimbursement allocation be made from the proceeds of such borrowing within a certain period after the payment of the expenditure or the date the projects are placed in service; and

(c) The City desires to comply with requirements of the Regulations with respect to certain projects hereinafter identified.

Section 2. Official Intent Declaration.

(a) The City proposes to undertake the following projects and to make original expenditures with respect thereto prior to the issuance of bonds, notes or other obligations (the "Bonds") and reasonably expects to issue the Bonds for such projects in the maximum principal amount shown below:

<u>Projects</u>	<u>Maximum Amount of Bonds Expected to be Issued for Projects</u>
Dubuque Street Project	\$3,000,000.00
Off Road Brush Fire Truck	\$270,000.00

Other than (i) expenditures to be paid or reimbursed from sources other than the Bonds or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the

Regulations, no expenditures for the projects have heretofore been made by the City for which the City will seek reimbursement from the proceeds of the Bonds.

(b) This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 3. Budgetary Matters.

As of the date hereof, there are no City funds reserved, allocated on a long term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long term basis or otherwise set aside) to provide permanent financing for the expenditures related to the projects, other than pursuant to the issuance of the Bonds. This resolution, therefore, is determined to be consistent with the City's budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof, all within the meaning and content of the Regulations.

Section 4. Reimbursement Allocations.

The City's financial officer shall be responsible for making the "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the Bonds to reimburse the source of temporary financing used by the City to make payment of the prior costs of the projects. Each allocation shall be evidenced by an entry on the official books and records of the City maintained for the Bonds, shall specifically identify the actual prior expenditure being reimbursed or, in the case of reimbursement of a fund or account, the fund or account from which the expenditure was paid, and shall be effective to relieve the proceeds of the Bonds from any restriction under the bond resolution or other relevant legal documents for the Bonds, and under any applicable state statute, which would apply to the unspent proceeds of the Bonds.

Section 5. Repealer.

All resolutions, parts of resolutions, or actions of the Council in conflict herewith are hereby repealed, to the extent of such conflict.

**APPROVED AND ADOPTED** this 28th day of September, 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



# **Vintage Estates**

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

**STORM WATER MANAGEMENT FACILITY  
MAINTENANCE AGREEMENT AND EASEMENT  
VINTAGE ESTATES PLANNED AREA DEVELOPMENT**

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

**SECTION 1. REQUEST FOR STORMWATER MANAGEMENT FACILITY MAINTENANCE AGREEMENT.**

A. The Owner has requested that the City approve this Storm Water Management Facility Maintenance Agreement and Easement with respect to the real estate situated in North Liberty, Johnson County, Iowa, upon which the stormwater management facilities for the Vintage Estates Planned Area Development will be constructed, said real estate designated as a “Storm Water Detention Easement” and depicted shaded in red on the attached Exhibit “A” (the “Facilities”):

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

1. The Owner has full ownership and control of the real estate described above;
2. The Owner, for the purposes of this Agreement, includes the current owner of the property described above; any successor owners, assigns, and heirs of the original Owner, and any other person or party determined to be a “responsible person” as defined in Chapter 156, City of North Liberty Code of Ordinances, or any successor ordinance thereto.
3. This Agreement is required by and shall be enforced pursuant to Chapter 156, City of North Liberty Code of Ordinances, or any successor ordinance thereto, and the Iowa Storm Water Management Manual, or any successor manual thereto.

**SECTION 2. CONDITIONS OF APPROVAL OF AGREEMENT.**

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

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

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

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

**Maintenance & Repair Plan for Dry and Wet Detention Basins**

<b>ACTIVITY</b>	<b>SCHEDULE</b>	<b>RESPONSIBLE PARTY</b>
Clean and remove debris from the inlet and outlet structures.	Monthly	Developer or HOA
Mow dry basins and side slopes of the pond.	As needed	Developer or HOA
Inspect for unwanted animals such as muskrats, beaver, woodchucks, skunks or other burrowing type animals. Remove pests by a licensed and insured professional.	Annually	Developer or HOA
Inspect for and eradicate woody vegetation around the dam	Annually	Developer or HOA
Inspect for damage, paying particular attention to the outlet.	Annually	Developer or HOA
Check for signs of eutrophic conditions.	Annually	Developer or HOA
Note signs of hydrocarbon build-up and remove appropriately.	Annually	Developer or HOA
Monitor for sediment accumulation in the Facilities. The depth at the deepest part of the pond shall be measured. When pond has reached 50% of capacity, the pond shall be dredged to the design depth. Capacity determination shall be made by a qualified individual acceptable to the City.	Annually	Developer or HOA
Examine to ensure that inlet and outlet devices are free of debris and operational.	Annually	Developer or HOA

Repair undercut or eroded areas.	Annually	Developer or HOA
Storm Sewers; inspect for clogging or collapsed pipe. Clean and repair as needed.	Annually	Developer or HOA
Remove sediment from forebay. The forebay shall be dredged to design depth.	If 50% of volume is lost	Developer or HOA
Monitor sediment accumulations, and remove sediment when the pool volume has been reduced significantly or the pond becomes eutrophic.	If 25% of pool volume is lost	Developer or HOA

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

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

**SECTION 4. MAINTENANCE AND REPAIR; EASEMENT.**

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

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

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

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

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

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

**SECTION 5. INSPECTION OF FACILITIES.**

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

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

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

**SECTION 7. FAILURE TO MAINTAIN STORM WATER MANAGEMENT FACILITIES.**

In the event that the Facilities are not being maintained and repaired as required by this Agreement or the City's ordinances, the City shall notify the Owner in writing. Upon receipt of that notice, the Owner shall have thirty (30) days to effect maintenance and repair of the Facilities in an approved manner. A reasonable extension may be allowed if the work cannot be completed within the thirty days due to weather, unavailability of necessary materials, or other good cause shown by the Owner.

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

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

## **SECTION 8. ENFORCEMENT AND APPEALS.**

A. Building and occupancy permits shall not be issued until the Facilities have been constructed by the Owner and inspected and approved by the City. Any violator may be required to restore land to its undisturbed condition. In the event that restoration is not undertaken within a reasonable time after notice, City may take necessary corrective action, the cost of which shall become a lien upon the property until paid.

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

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

## **SECTION 9. OWNER'S OBLIGATION AND CITY ACTIONS.**

A. The Owner of part or all of the property described above agrees and is fully obligated to perform as provided in this Agreement. The Owner is liable and responsible for each and every obligation agreed to be undertaken pursuant to this Agreement. Failure of any party responsible to perform under this Agreement is not a defense against any action to be taken by the City.

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

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

## **SECTION 10. FEES.**

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

## **SECTION 11. NOTICES.**

Required notices to the Owner shall be in writing and shall either be hand delivered to

the Owner, its agents or employees, or mailed to the Owner by registered mail at the following address:

Harvest Investments, LLC  
2521 Washington Street  
Pella, IA 50219

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

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

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

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

**SECTION 12. SUCCESSORS AND ASSIGNS.**

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

[remainder of page intentionally left blank]

DATED this \_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF NORTH LIBERTY, IOWA

HARVEST INVESTMENTS, LLC

By: \_\_\_\_\_  
Terry L. Donahue, Mayor

By:  \_\_\_\_\_  
its: *owner*

(seal)

ATTEST: \_\_\_\_\_  
Tracey Mulcahey, City Clerk

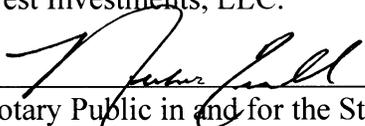
STATE OF IOWA, JOHNSON COUNTY: ss

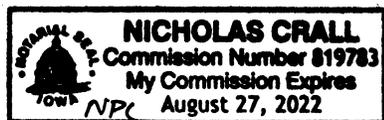
On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City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

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

STATE OF IOWA, MARION COUNTY, ss:

This instrument was acknowledged before me on the 22 day of September 2021, by Jess Ewing as owner of Harvest Investments, LLC.

 \_\_\_\_\_  
Notary Public in and for the State of Iowa  
My Commission Expires: 8/27/2022





**Resolution No. 2021-94**

**RESOLUTION APPROVING THE STORMWATER  
MANAGEMENT FACILITY MAINTENANCE  
AGREEMENT AND EASEMENT BETWEEN THE CITY OF  
NORTH LIBERTY AND HARVEST INVESTMENTS, LLC  
THAT ESTABLISHES THE TERMS AND CONDITIONS  
UNDER WHICH STORMWATER MANAGEMENT  
FACILITIES WILL BE MAINTAINED FOR VINTAGE  
ESTATES PLANNED AREA DEVELOPMENT IN THE  
CITY OF NORTH LIBERTY, IOWA**

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

**WHEREAS**, the terms and conditions for the maintenance of the stormwater management facilities in Vintage Estates Planned Area Development have been set forth in an Agreement between the City of North Liberty ("City") and Harvest Investments, LLC("Owner");

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

**NOW, THEREFORE, BE IT RESOLVED** that that the Storm Water Management Facility Maintenance Agreement and Easement between the City and North Liberty the owner is approved for the development of Vintage Estates Planned Area Development, North Liberty, Iowa.

**APPROVED AND ADOPTED** this 28th day of September, 2021.

CITY OF NORTH LIBERTY:

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TERRY L. DONAHUE, MAYOR

ATTEST:

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

---

TRACEY MULCAHEY, CITY CLERK

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

**PUBLIC ACCESS AND UTILITY INSPECTION EASEMENT AGREEMENT  
VINTAGE ESTATES  
NORTH LIBERTY, IOWA**

In consideration of \$1.00 plus other valuable consideration, Harvest Investments, LLC, (“Owner”) hereby grants and conveys to the City of North Liberty, Iowa (“City”) an easement for the purpose of ingress, egress and inspection over and across portions of Lot 6, Country Pines Subdivision, (“Premises”) as designated on the attached Exhibit A as “50’ Ingress / Egress and Utility Easement,” hereinafter described as “easement area.” Said Public Access and Utility Inspection Easement is granted under the following terms and conditions.

1. The Owner agrees that it will keep the easement area open to allow the free flow of vehicular traffic over the paved portions of the easement area without obstruction.
2. The Owner agrees that it or its successors and assigns, as a covenant running with the land, shall at its expense keep the easement area in good condition and shall repair and maintain the same as maybe appropriate for the purposes for which this easement has been granted. The responsibility for maintenance will include, but is not limited to, keeping the paved portion of the easement area as free as possible of snow, ice, dirt and debris.
3. Notwithstanding the foregoing, the Owner, and its successors and assigns, may form a nonprofit corporation to be an Owner’s Association (“Association”) through which its maintenance obligations contained herein may be fulfilled. Provided further that the Owner, or its successors and assigns, may convey any portion of the real estate over which the easement runs to the Association, which conveyance will be subject to this Agreement as a covenant running with the land.
4. Owner does hereby covenant with the City that it is lawfully seized and possessed of the real estate above described, and Owner has a good and lawful right to convey it, or any part thereof.
5. The interior of the Premises is served by private water, storm water, and sanitary sewer utility services. Nothing in this Agreement shall be construed to impose a requirement on the City to install such improvements within the Premises. Owner shall not be deemed acting as the City’s agent during the original construction and installation of said improvements. The parties agree that the

obligation to install and maintain the improvement(s) herein shall be in accordance with City specifications, and the obligation shall remain on Owner.

6. This Easement includes the following:

a. City service vehicles are granted a means of ingress, egress, and passage over the access easement area. City personnel are authorized to enter onto the easement area to perform such inspections as the City deems appropriate to ensure compliance with applicable Federal, State, and municipal laws pertaining to the connection, maintenance and upkeep of private water, storm water, and sanitary sewer services.

b. The City's police department is authorized to ticket, tow, or cause to be towed, pursuant to the Code of Iowa, as amended, any motor vehicle that has been parked or placed upon the easement area in violation of the parking laws of the City and the State of Iowa. This Agreement shall serve as appropriate notice for such authorization to City's police department under the Code of Iowa, as amended. Owner shall place the easement and agreement of record as its sole obligation to notify all persons who may improperly park on said easement/access areas.

c. City's fire department is granted an easement with the right of access over and across the easement area. Said right of access includes the right of non-emergency access and posting for purposes of enforcing fire safety standards under the International Fire Code, as amended.

7. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the undersigned, and all covenants shall apply to and run with the land and with the title to the land.

[Signature page to follow]

[Signature page to Public Access and Utility Easement Agreement]

Dated this \_\_\_ day of \_\_\_\_\_, 2021.

CITY OF NORTH LIBERTY, IOWA

HARVEST INVESTMENTS, LLC

By: \_\_\_\_\_  
Terry L. Donahue, Mayor

By: \_\_\_\_\_  


(seal)

ATTEST: \_\_\_\_\_  
Tracey Mulcahey, City Clerk

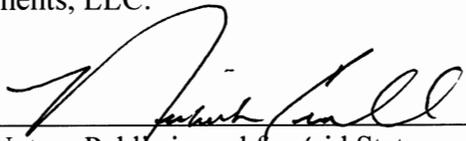
STATE OF IOWA, JOHNSON COUNTY: ss

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

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

STATE OF Iowa, Marion COUNTY, ss:

This instrument was acknowledged before me on the 22 day of September, 2021, by Jess Ewing as owner of Harvest Investments, LLC.

\_\_\_\_\_  
  
Notary Public in and for said State  
My Commission Expires: 8/27/2022

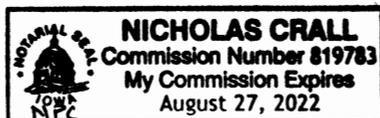


EXHIBIT A

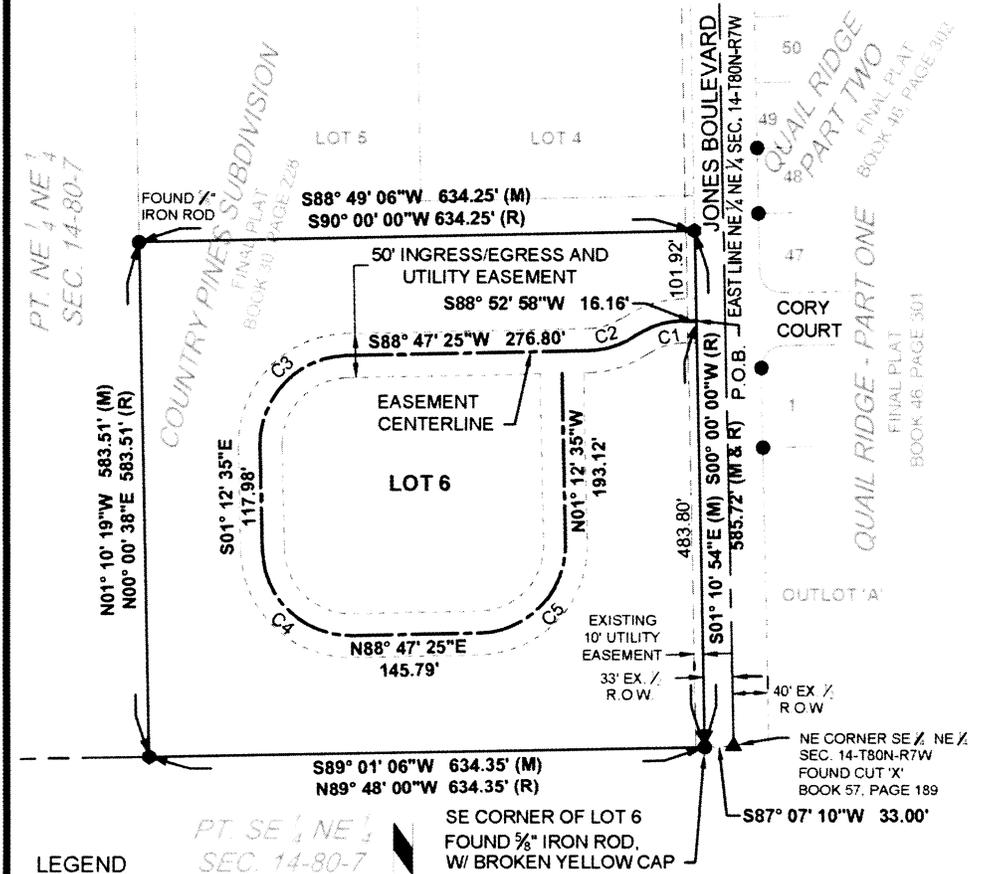
**INDEX LEGEND**

SURVEYOR'S NAME  
 WALTER T. HURLBUTT  
 SNYDER & ASSOCIATES, INC.  
 5005 BOWLING STREET SW, SUITE A  
 CEDAR RAPIDS, IOWA 52404  
 515-964-2020  
 WHURLBUTT@SNYDER-ASSOCIATES.COM  
 SERVICE PROVIDED BY  
 SNYDER & ASSOCIATES, INC.  
 SURVEY LOCATED  
 LOT 6  
 COUNTRY PINES SUBDIVISION  
 REQUESTED BY  
 HARVEST INVESTMENTS LLC  
 RETURN TO  
 WALTER T. HURLBUTT  
 SNYDER & ASSOCIATES, INC.  
 5005 BOWLING STREET SW, SUITE A  
 CEDAR RAPIDS, IOWA 52404

**EXHIBIT A**

**INGRESS/EGRESS AND UTILITY EASEMENT**

LOT 6, COUNTRY PINES SUBDIVISION  
 NORTH LIBERTY, JOHNSON COUNTY, IOWA



**LEGEND**

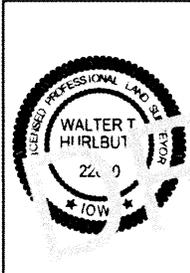
- Section Corner
- Found 1/2" Rebar, Yellow Plastic Cap #22020
- Found Monument as Noted
- Measured Bearing & Distance
- Recorded As
- Calculated from Records
- Calculated from Measurements
- Point of Beginning

- ▲
- 
- M
- R
- CR
- C
- P.O.B.

**DATE OF SURVEY**

JULY 9, 2020

**OWNER/DEVELOPER**  
 HARVEST INVESTMENTS LLC  
 2521 WASHINGTON ST.  
 PELLA, IA 50219



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

Walter T. Hurlbutt, P.L.S.  
 License No. 2209  
 My License Renewal Date is December 31, 2021  
 These sheets covered by this seal:  
 Sheets 1 and 2 of 2



SURVEYED FOR  
 HARVEST INVESTMENTS LLC  
 2521 WASHINGTON ST  
 PELLA, IA 50219

SURVEYED BY  
 SNYDER & ASSOCIATES, INC.  
 5005 BOWLING STREET SW, SUITE A  
 CEDAR RAPIDS, IOWA 52404  
 PHONE: (319) 362-9394  
 www.snyder-associates.com

FN: 119 1037  
 DATE: 01-05-2021  
 REVISIONS:  
 REV1  
 REV2  
 REV3

**SHEET 1 OF 2**

EXHIBIT A

**INGRESS/EGRESS AND UTILITY EASEMENT**  
**LOT 6, COUNTRY PINES SUBDIVISION**  
**NORTH LIBERTY, JOHNSON COUNTY, IOWA**

DESCRIPTION

A 50 FOOT WIDE INGRESS/EGRESS AND UTILITY EASEMENT ON THAT PART OF LOT 6, COUNTRY PINES SUBDIVISION (FINAL PLAT RECORDED IN BOOK 30, PAGE 228, AT THE JOHNSON COUNTY RECORDER'S OFFICE), NORTH LIBERTY, JOHNSON COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE SOUTHEAST CORNER OF SAID LOT 6;

THENCE NORTH 1° 10' 54" WEST 483.80 FEET ALONG THE EAST LINE OF SAID LOT 6 TO THE POINT OF BEGINNING OF THE CENTERLINE HEREIN DESCRIBED;

THENCE SOUTH 88° 52' 58" WEST 16.16 FEET;

THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 100.00 FEET, WHOSE ARC LENGTH IS 56.95 FEET AND WHOSE CHORD BEARS SOUTH 72° 34' 04" WEST 58.18 FEET;

THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 100.00 FEET, WHOSE ARC LENGTH IS 56.79 FEET AND WHOSE CHORD BEARS SOUTH 72° 31' 17" WEST 58.03 FEET;

THENCE SOUTH 88° 47' 25" WEST 276.80 FEET;

THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 100.00 FEET, WHOSE ARC LENGTH IS 157.08 FEET AND WHOSE CHORD BEARS SOUTH 43° 47' 25" WEST 141.42 FEET;

THENCE SOUTH 1° 12' 35" EAST 117.98 FEET;

THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 100.00 FEET, WHOSE ARC LENGTH IS 157.08 FEET AND WHOSE CHORD BEARS SOUTH 46° 12' 35" EAST 141.42 FEET;

THENCE NORTH 88° 47' 25" EAST 145.79 FEET;

THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 100.00 FEET, WHOSE ARC LENGTH IS 157.08 FEET AND WHOSE CHORD BEARS NORTH 43° 47' 25" EAST 141.42 FEET;

THENCE NORTH 1° 12' 35" WEST 193.12 FEET TO THE END OF THE CENTERLINE HEREIN DESCRIBED.

SAID EASEMENT IS TO BE 50 FEET IN WIDTH WITH THE SIDELINES BEING 25 FEET IN PERPENDICULAR DISTANCE RIGHT AND LEFT OF THE ABOVE DESCRIBED CENTERLINE AND ARE TO BE LENGTHENED OR SHORTENED IN ORDER TO MEET AT THE ANGLE POINTS. SAID SIDELINES ARE TO BEGIN AT THE EAST LINE OF SAID LOT 6 AND END AT THE INTERSECTION OF SIDELINES. SAID EASEMENT CONTAINS 66,735 SQUARE FEET (1.53 ACRES) MORE OR LESS.

CURVE TABLE

CURVE #	Δ	ARC LENGTH	RAD.	CHORD	CHORD BEARING
C1	32°37'49"	56.95'	100.00'	56.18'	S72°34'04"W
C2	32°32'16"	56.79'	100.00'	56.03'	S72°31'17"W
C3	90°00'00"	157.08'	100.00'	141.42'	S43°47'25"W
C4	90°00'00"	157.08'	100.00'	141.42'	S46°12'35"E
C5	90°00'00"	157.08'	100.00'	141.42'	N43°47'25"E



SURVEYED FOR:  
 HARVEST INVESTMENTS LLC  
 2521 WASHINGTON ST  
 PELLA, IA 50219

SURVEYED BY:  
 SNYDER & ASSOCIATES, INC.  
 5005 BOWLING STREET SW, SUITE A  
 CEDAR RAPIDS, IOWA 52404  
 PHONE (319)362-9394  
 www.snyder-associates.com

FN: 119.1037  
 DATE 01-05-2021  
 REVISIONS:  
 REV1  
 REV2  
 REV3

SHEET 2 OF 2

**Resolution No. 2021-95**

**RESOLUTION APPROVING THE PUBLIC ACCESS AND UTILITY INSPECTION AGREEMENT BETWEEN THE CITY OF NORTH LIBERTY AND HARVEST INVESTMENTS, LLC THAT ESTABLISHES THE TERMS AND CONDITIONS UNDER WHICH PUBLIC ACCESS WILL BE MAINTAINED AND CITY SERVICES BE AUTHORIZED FOR VINTAGE ESTATES PLANNED AREA DEVELOPMENT IN THE CITY OF NORTH LIBERTY, IOWA**

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

**WHEREAS**, the terms and conditions for the establishment of public access and authorization for certain City services in Vintage Estates Planned Area Development have been set forth in an Agreement between the City of North Liberty (“City”) and Harvest Investments, LLC (“Owner”);

**WHEREAS**, the owner of the property shown in the attachment have executed the Public Access and Utility Inspection Easement Agreement to permit the City to access the property for various items as delineated in the agreement;

**NOW, THEREFORE, BE IT RESOLVED** that that the Public Access and Utility Inspection Easement Agreement between the City and North Liberty the owner is approved for the development of Vintage Estates Planned Area Development, North Liberty, Iowa.

**APPROVED AND ADOPTED** this 28th day of September, 2021.

CITY OF NORTH LIBERTY:

---

TERRY L. DONAHUE, MAYOR

ATTEST:

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

---

TRACEY MULCAHEY, CITY CLERK

Prepared by and return to: Grant D. Lientz, City of North Liberty, 3 Quail Creek Circle, PO Box 77, North Liberty, IA 52317; (319) 626-5766

**WARRANTY DEED**

For the consideration of One Dollar(s) and other valuable consideration, Harvest Investments, LLC, an Iowa limited liability company, does hereby convey to the City of North Liberty, Iowa, the following described real estate in Johnson County, Iowa:

see attached Exhibit A.

Grantor does hereby covenant with Grantee, and successors in interest, that Grantor holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and Grantor covenants to warrant and defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

This deed is exempt from transfer tax pursuant to Iowa Code §428A.2(6).

Dated this 22 day of September, 2021



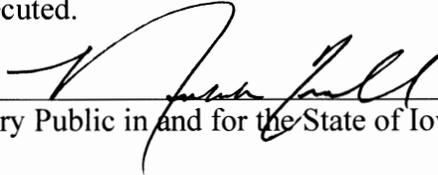
\_\_\_\_\_  
(Grantor)

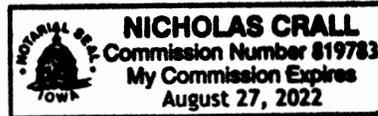
\_\_\_\_\_  
(Grantor)

STATE OF IOWA, JOHNSON COUNTY: ss

On this 22 day of September, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jeff Ewing and

\_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that they are the Owner and \_\_\_\_\_, respectively, of Harvest Investments, LLC, an Iowa limited liability company, and that the instrument was signed on behalf of the company by the authority of its members, and that Jess Ewing and \_\_\_\_\_ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the company, by it and by them voluntarily executed.

  
\_\_\_\_\_  
Notary Public in and for the State of Iowa





**Resolution No. 2021-96**

**A RESOLUTION ACCEPTING THE WARRANTY DEED  
FROM HARVEST INVESTMENTS, LLC TO THE CITY OF  
NORTH LIBERTY FOR THE ESTABLISHMENT OF RIGHT  
OF WAY**

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

**WHEREAS**, the City Council desires to create a right of way on property that is owned by Harvest Investments, LLC; and

**WHEREAS**, a deed from Harvest Investments, LLC to the City of North Liberty has been prepared, copy of said deed is attached hereto and by this reference made a part hereof; and

**WHEREAS**, said deed has been examined and is found to be in proper form.

**NOW, THEREFORE, BE IT RESOLVED** that that the attached Warranty Deed to establish right of way on property owned by Harvest Investments, LLC, is accepted and approved.

**APPROVED AND ADOPTED** this 28th day of September, 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



# **CIPCO Agreement**

## **ELECTRIC FACILITIES CONSTRUCTION AND PAYMENT AGREEMENT**

THIS ELECTRIC FACILITIES CONSTRUCTION, AND PAYMENT AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and among CENTRAL IOWA POWER COOPERATIVE, an Iowa Cooperative with its principal place of business in Cedar Rapids, Iowa ("CIPCO"); The CITY OF NORTH LIBERTY, located in Johnson County, Iowa ("NORTH LIBERTY") and the CITY OF TIFFIN, located in Johnson County, Iowa ("TIFFIN"); collectively referred to as "Parties";

### **WITNESSETH:**

**WHEREAS**, CIPCO is a generation and transmission Cooperative owning electric transmission lines and facilities in Johnson County, Iowa; and

**WHEREAS**, NORTH LIBERTY and TIFFIN (Collectively referred to as "Cities") are neighboring cities located in Johnson County, Iowa; and

**WHEREAS**, CIPCO is involved in a project to construct a new transmission line ("the line") in Johnson County, Iowa; and

**WHEREAS**, subsequent to CIPCO designing the line, obtaining regulatory approval for the line, special ordering materials for the construction of the line, and after acquiring private easement rights in Johnson County, CIPCO was informed that the Cities were working on a project for the extension of Forevergreen Road; and

**WHEREAS**, upon learning of CIPCO's project and its private easement rights in an area that would otherwise interfere with the Cities' road extension plans, the Cities approached CIPCO about modifying its project design plans to accommodate the Cities' plans for the extension of Forevergreen Road; and

**WHEREAS**, in order to accommodate the change in location of CIPCO's transmission line, a significant amount of engineering redesign and modification to ordered materials must be performed by CIPCO and/or its agents; and

**WHEREAS**, in exchange for CIPCO's agreement to redesign and move the line, the Cities agree to pay CIPCO up to \$40,000.00 for its expenses related to redesigning and moving the line to accommodate the Cities' request; and

**WHEREAS**, CIPCO agrees to pay any and all expenses related to the redesign and construction of the line in excess of \$40,000.00; and

**WHEREAS**, the Parties understand and agree that construction is currently in progress and that time is of the essence; and the Cities agree to reimburse CIPCO for any mobilization charges imposed by CIPCO's contractor related to the Cities delay in signing this agreement and that any such mobilization charge will be in addition the \$40,000.00 contemplated by this agreement; and

**WHEREAS**, in exchange for CIPCO's relinquishment of its easement rights in the parcel of land located on private property along the east side of the Southeast Quarter of the Northwest Quarter of Section 22, Township 80 North, Range 7 West of the Fifth Principal Meridian, Johnson County, Iowa, the Cities agree to reimburse CIPCO for any future expenses it may incur should it be required to move the line, which will now be located on public road right-of-way, to accommodate any future project in which the Cities and/or IDOT need the line and any of its structures to be relocated, as if CIPCO had a private easement.

**NOW, THEREFORE, IT IS MUTUALLY AGREED UPON BY AND AMONG THE PARTIES AS FOLLOWS:**

1. CIPCO shall redesign its transmission line to accommodate the Cities' desired expansion of Forevergreen Road in Johnson County, with the first \$40,000.00 in expenses to be paid solely by the Cities. A drawing showing the approximate location of the redesigned and rerouted line is attached hereto as Exhibit "A". The estimated costs of the redesign and reroute are attached hereto as Exhibit "B".
2. The City of North Liberty agrees to advance \$40,000.00 to CIPCO within Twenty (20) days of the full execution of this agreement, for their portion of the estimated expenses necessary for CIPCO to accommodate the Cities' requested reroute of the line to accommodate the extension of Forevergreen Road.
3. The Cities also agree to reimburse CIPCO for any additional mobilization expenses charged by its construction contractor related to the Cities delay in finalizing this agreement and that those mobilization charges, if any, will be in addition to the \$40,000.00 contemplated by this agreement.
4. Upon receipt of the advance payment from the City of North Liberty, CIPCO will work diligently to complete the redesign and construction of the line.
5. If the total costs of the subject redesign and construction of the line is less than the \$40,000.00 advanced by the Cities, CIPCO will refund the City of North Liberty the amount advanced exceeded actual costs.
6. CIPCO agrees to pay any and all expenses, in excess of \$40,000.00, except contractor mobilization fees, if applicable, for the redesign and construction of the portion of the line shown in Exhibit A.
7. The Cities agree to reimburse CIPCO for any future expenses it may incur should it be required to move the line, which will now be located on public road right-of-way, to accommodate any future project in which the Cities and/or IDOT need the line and/or any of its structures to be relocated, as if CIPCO had a private easement across the area shown in Exhibit A. Such repayment shall only be made, if at all, in accordance with the provisions of an agreement entered into among the Cities pursuant to Chapter 28E of the Code of



**CITY OF NORTH LIBERTY:**

Signed: \_\_\_\_\_  
Terry L. Donahue, Mayor

Signed: \_\_\_\_\_  
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. \_\_\_\_\_ of the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

**CITY OF TIFFIN:**

Signed: \_\_\_\_\_  
Steven L. Berner, Mayor

Signed: \_\_\_\_\_  
Abigail Hora, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Steven L. Berner and Abigail Hora, 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 Tiffin, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. \_\_\_\_\_ of the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and that Steven L. Berner and Abigail Hora acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

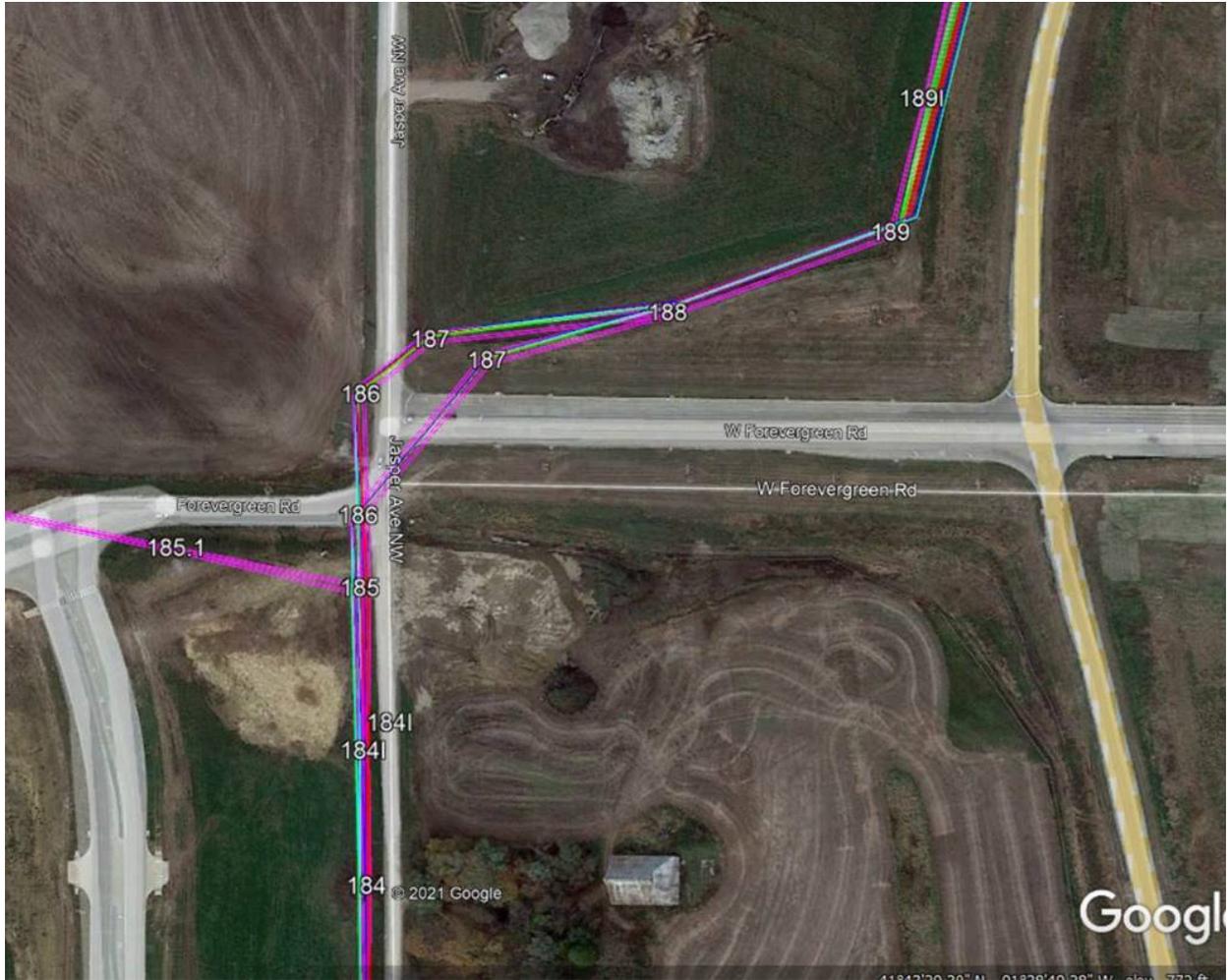
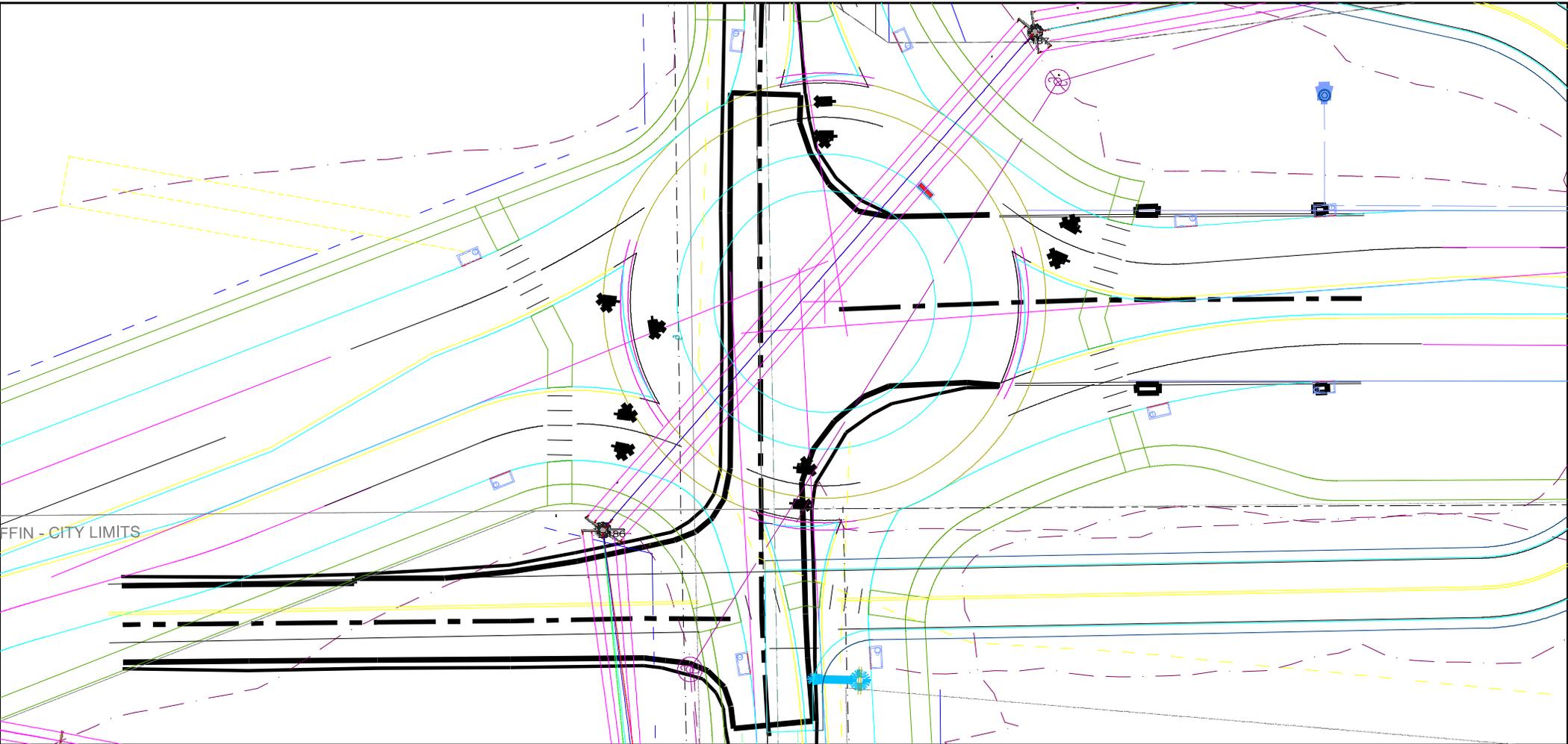


EXHIBIT "A"

Exhibit A

Ulteig Engineers, Inc., Project: "cipco linn county loop\_06-21-21-hill\_johnson tie reroute"  
PLS-CADD Version 16.81, 11:57:55 AM Thursday, September 23, 2021  
Line Title: 'for construction'



50 (ft) 

## Weight Price Summary

Customer: CIPCO  
 Project : Linn County Loop Field Work  
 Meyer Prop. #: 38124T  
 Date: 3/11/2021



	Description	Qty	Structure Unit Weight	Structure Unit Price	Extended Structure Weight	Extended Structure Price
1	Material Requirements (6 PIB, 4 vang on doublers, 2 full wrap connections)	1	3,135	\$19,835	3,135	\$19,835
2	Field Work - detailed on the next page	1		\$20,112		\$20,112
		<b>2</b>			<b>3,135</b>	<b>\$39,947</b>

**Grand Total:      3,135      \$39,947**

Notes:

- |   |   |
|---|---|
| <p>1. Structure Shipment:</p> <p>2. Truck Freight:</p> <p>3. Price Basis:</p> | <p>Schedules are subject to prior sales.</p> <p>Truck Freight F.O.B. Destination to a single location with unloading by others</p> <p>Finish: Galvanized<br/>                 Taxes have not been included in the unit prices unless noted otherwise.</p> |
|---|---|



**Resolution No. 2021-97**

**A RESOLUTION APPROVING AN ELECTRIC FACILITIES CONSTRUCTION AND PAYMENT AGREEMENT REGARDING CONSTRUCTION OF A NEW TRANSMISSION LINE BETWEEN CENTRAL IOWA POWER COOPERATIVE AND CITY OF NORTH LIBERTY AND CITY OF TIFFIN**

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

**WHEREAS**, the Central Iowa Power Cooperative (CIPCO) is installing a power upgrade project, and;

**WHEREAS**, the proposed route will conflict with the City of North Liberty and City of Tiffin future improvement projects, and;

**WHEREAS**, the City of North Liberty, the City of Tiffin and CIPCO have agreed to partner to revise the project with relocation of transmission poles to eliminate the conflict with future city projects; and

**WHEREAS**, it is the parties' desire to agree and establish, in writing, their understanding concerning the relocation of the transmission poles consistent with those terms and conditions including the payment arrangements.

**NOW, THEREFORE, BE IT RESOLVED** that the Electric Facilities Construction and Payment Agreement between the City of North Liberty, the City of Tiffin and CIPCO is approved.

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

**APPROVED AND ADOPTED** this 28th day of September, 2021.

**CITY OF NORTH LIBERTY:**

---

TERRY L. DONAHUE, MAYOR

ATTEST:

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

---

TRACEY MULCAHEY, CITY CLERK

Prepared By / Return To: Grant D. Lientz, City Attorney, PO Box 77, North Liberty, IA 52317, (319) 626-5767

**CHAPTER 28E AGREEMENT BETWEEN THE CITY OF NORTH LIBERTY AND THE CITY OF TIFFIN REGARDING CERTAIN COST OBLIGATIONS FOR THE DESIGN AND RELOCATION OF CENTRAL IOWA POWER COOPERATIVE TRANSMISSION LINE.**

**THIS AGREEMENT** is made by and between the City of North Liberty, Iowa, a municipal corporation (“North Liberty”); and the City of Tiffin, Iowa, a municipal corporation (“Tiffin”). North Liberty and Tiffin are collectively referred to as “the Cities” hereinafter.

WHEREAS, Tiffin and North Liberty wish to efficiently and effectively promote the orderly development of their shared metropolitan area; and

WHEREAS, Tiffin has plans, and is proceeding with its plans, for the extension of and improvement to Forevergreen Road which do not include a roundabout at its intersection with Jasper Avenue/Old Park Road; and

WHEREAS, North Liberty envisions the future construction of a traffic circle roundabout at the intersection of the Cities’ corporate boundaries, substantially as contemplated in the attached Exhibit 1, in furtherance of such orderly development; and

WHEREAS, Central Iowa Power Cooperative (“CIPCO”) holds a private easement which runs through the center of the proposed intersection, and intended to install a new transmission line over and across said easement; and

WHEREAS, the costs of relocating a live transmission line from the intersection via eminent domain are estimated at more than five hundred thousand dollars; and

WHEREAS, CIPCO has agreed to redesign its project to route the transmission line into public right of way, instead of its private easement, at the request of the Cities, and incurred certain costs for doing so, which will not exceed forty thousand dollars; and

WHEREAS, the Cities wish to enter into an agreement to reimburse CIPCO for the relinquishment of certain of its real property rights and costs incurred, and to allocate the costs for compensating CIPCO among themselves.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Purpose. The purpose of the agreement is to allocate the costs and responsibilities arising from the Electric Facilities Construction and Payment Agreement (“CIPCO Agreement”) proffered by CIPCO among and between North Liberty and Tiffin. A copy of the CIPCO Agreement is attached hereto as Exhibit 2.
2. Consideration. The mutual consideration herein is the execution of this Agreement by the parties.
3. No separate legal entity. No separate legal entity is created by this Agreement. The City Administrator of each City will administer the respective Cities’ duties hereunder.
4. Cost sharing. North Liberty shall issue payment to CIPCO as provided in Paragraph 2 of the CIPCO Agreement within twenty (20) days of the execution of this 28E agreement. Tiffin shall reimburse North Liberty 50% of that amount, or \$20,000.00. Tiffin shall issue such reimbursement to North Liberty within 30 days of the execution of this agreement, or within 30 days after confirmation of North Liberty’s payment to CIPCO, whichever is later. Any payment for mobilization fees as provided in Paragraph 3 of the CIPCO agreement shall be paid directly to CIPCO by North Liberty and 50% of that amount shall be reimbursed to North Liberty by Tiffin within 30 days after confirmation of North Liberty’s payment of such mobilization fees to CIPCO. Any reimbursement by CIPCO for overage as provided in Paragraph 5 of the CIPCO agreement shall be timely reimbursed to Tiffin by North Liberty in the pro rata shares set forth above.
5. Future costs. The parties acknowledge that CIPCO will, pursuant to the attached Exhibit 2, effectively relocate its equipment from a previously-negotiated private easement into public right of way. The Cities agree that CIPCO would be compensated for a forced relocation from said private easement under Iowa’s eminent domain laws, but may not otherwise be compensated for the future forced relocation of its equipment out of public right of way. The Cities therefore agree that if such future relocation by CIPCO is required by the Iowa Department of Transportation, then the costs for such relocation shall be allocated among and between the cities in the same pro rata share as set forth in Paragraph 4 above. If such future relocation is instead required by a public improvement project of North Liberty or Tiffin, then the city which causes that particular relocation, and only that city, shall be responsible for bearing 100% of the costs identified in Paragraph 6 of the CIPCO Agreement unless a subsequent cost sharing agreement is executed for said public improvement project.
6. Execution of underlying agreement. The City Administrator of each of the Cities are empowered and directed to execute the CIPCO Agreement concurrently with the execution of this agreement by their corresponding City Council.
7. Liability and third-party rights. Nothing herein is intended to create any obligation for the Cities with respect to the construction of a roundabout as described in Exhibit A or the performance of the CIPCO Agreement included as Exhibit 2, nor is this 28E Agreement intended to create any third-party benefits. Rather, this Agreement is intended solely as a means to

allocate costs between the cities arising from the CIPCO Agreement. Third parties shall have no recourse against the parties to this 28E Agreement.

8. Notices. Any notice by one City to another City is effective by ordinary mail addressed to:

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

City Administrator  
City of Tiffin  
300 Railroad Street  
Tiffin, IA 52340

9. Effective date. This Agreement shall be effective when approved and signed by the North Liberty City Council and the Tiffin City Council, and filed with the Iowa Secretary of State as provided in Section 28E.8 of the Code of Iowa (2021).

10. Cooperation and conflict resolution. The Cities enter into this agreement understanding the importance of working together and acting in good faith in order to provide financial benefits to each City and ultimately their citizens. It is with this in mind that the Cities commit to resolving all issues and, when good cause exists, amending this agreement in order to keep the agreement in place for the foreseeable future.

11. Interpretation and enforcement. Interpretation and enforcement of the Agreement shall be in accordance with Chapter 28E of the Code of Iowa (2021) and statutes respecting the rights and responsibilities of the political subdivisions.

12. Dispute resolution. Matters in dispute or subject to interpretation shall be first submitted to the parties for resolution prior to any party pursuing administrative or judicial remedies. In the event such matters must be submitted to the parties, they shall be submitted specifically to the City Administrator of each city, as representatives for each city, who will make a good faith effort to resolve the dispute.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

[Signature Pages Follow]

SIGNATURE PAGE OF NORTH LIBERTY

Approved by the North Liberty City Council on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Terry L. Donahue, Mayor

ATTEST:

\_\_\_\_\_  
Tracey Mulcahey, City Clerk

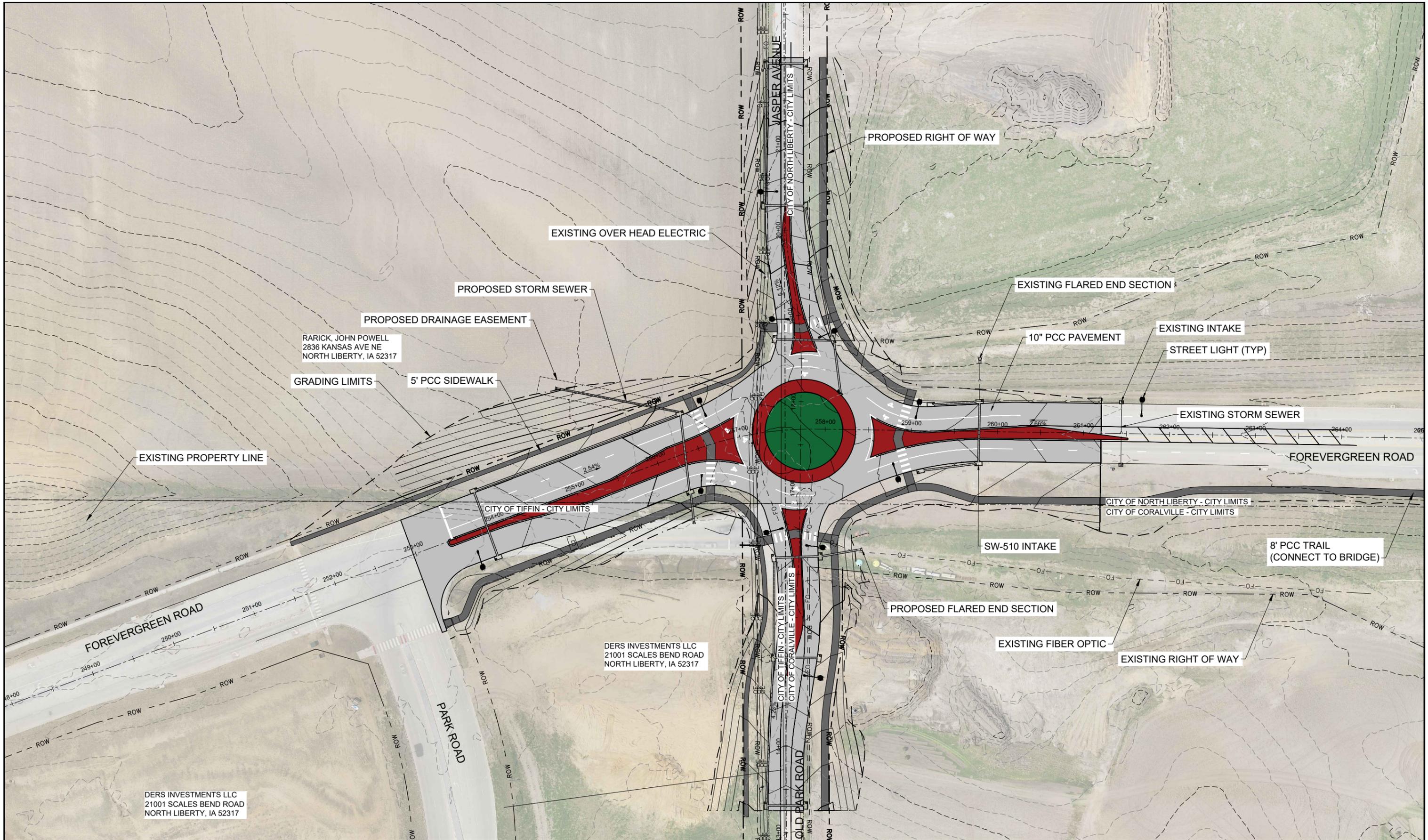
SIGNATURE PAGE OF TIFFIN

Approved by the Tiffin City Council on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Steven L. Berner, Mayor

ATTEST:

\_\_\_\_\_  
Abigail Hora, City Clerk



## ELECTRIC FACILITIES CONSTRUCTION AND PAYMENT AGREEMENT

THIS ELECTRIC FACILITIES CONSTRUCTION, AND PAYMENT AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and among CENTRAL IOWA POWER COOPERATIVE, an Iowa Cooperative with its principal place of business in Cedar Rapids, Iowa ("CIPCO"); The CITY OF NORTH LIBERTY, located in Johnson County, Iowa ("NORTH LIBERTY") and the CITY OF TIFFIN, located in Johnson County, Iowa ("TIFFIN"); collectively referred to as "Parties";

### WITNESSETH:

**WHEREAS**, CIPCO is a generation and transmission Cooperative owning electric transmission lines and facilities in Johnson County, Iowa; and

**WHEREAS**, NORTH LIBERTY and TIFFIN (Collectively referred to as "Cities") are neighboring cities located in Johnson County, Iowa; and

**WHEREAS**, CIPCO is involved in a project to construct a new transmission line ("the line") in Johnson County, Iowa; and

**WHEREAS**, subsequent to CIPCO designing the line, obtaining regulatory approval for the line, special ordering materials for the construction of the line, and after acquiring private easement rights in Johnson County, CIPCO was informed that the Cities were working on a project for the extension of Forevergreen Road; and

**WHEREAS**, upon learning of CIPCO's project and its private easement rights in an area that would otherwise interfere with the Cities' road extension plans, the Cities approached CIPCO about modifying its project design plans to accommodate the Cities' plans for the extension of Forevergreen Road; and

**WHEREAS**, in order to accommodate the change in location of CIPCO's transmission line, a significant amount of engineering redesign and modification to ordered materials must be performed by CIPCO and/or its agents; and

**WHEREAS**, in exchange for CIPCO's agreement to redesign and move the line, the Cities agree to pay CIPCO up to \$40,000.00 for its expenses related to redesigning and moving the line to accommodate the Cities' request; and

**WHEREAS**, CIPCO agrees to pay any and all expenses related to the redesign and construction of the line in excess of \$40,000.00; and

**WHEREAS**, the Parties understand and agree that construction is currently in progress and that time is of the essence; and the Cities agree to reimburse CIPCO for any mobilization charges imposed by CIPCO's contractor related to the Cities delay in signing this agreement and that any such mobilization charge will be in addition the \$40,000.00 contemplated by this agreement; and

**WHEREAS**, in exchange for CIPCO's relinquishment of its easement rights in the parcel of land located on private property along the east side of the Southeast Quarter of the Northwest Quarter of Section 22, Township 80 North, Range 7 West of the Fifth Principal Meridian, Johnson County, Iowa, the Cities agree to reimburse CIPCO for any future expenses it may incur should it be required to move the line, which will now be located on public road right-of-way, to accommodate any future project in which the Cities and/or IDOT need the line and any of its structures to be relocated, as if CIPCO had a private easement.

**NOW, THEREFORE, IT IS MUTUALLY AGREED UPON BY AND AMONG THE PARTIES AS FOLLOWS:**

1. CIPCO shall redesign its transmission line to accommodate the Cities' desired expansion of Forevergreen Road in Johnson County, with the first \$40,000.00 in expenses to be paid solely by the Cities. A drawing showing the approximate location of the redesigned and rerouted line is attached hereto as Exhibit "A". The estimated costs of the redesign and reroute are attached hereto as Exhibit "B".
2. The City of North Liberty agrees to advance \$40,000.00 to CIPCO within Twenty (20) days of the full execution of this agreement, for their portion of the estimated expenses necessary for CIPCO to accommodate the Cities' requested reroute of the line to accommodate the extension of Forevergreen Road.
3. The Cities also agree to reimburse CIPCO for any additional mobilization expenses charged by its construction contractor related to the Cities delay in finalizing this agreement and that those mobilization charges, if any, will be in addition to the \$40,000.00 contemplated by this agreement.
4. Upon receipt of the advance payment from the City of North Liberty, CIPCO will work diligently to complete the redesign and construction of the line.
5. If the total costs of the subject redesign and construction of the line is less than the \$40,000.00 advanced by the Cities, CIPCO will refund the City of North Liberty the amount advanced exceeded actual costs.
6. CIPCO agrees to pay any and all expenses, in excess of \$40,000.00, except contractor mobilization fees, if applicable, for the redesign and construction of the portion of the line shown in Exhibit A.
7. The Cities agree to reimburse CIPCO for any future expenses it may incur should it be required to move the line, which will now be located on public road right-of-way, to accommodate any future project in which the Cities and/or IDOT need the line and/or any of its structures to be relocated, as if CIPCO had a private easement across the area shown in Exhibit A. Such repayment shall only be made, if at all, in accordance with the provisions of an agreement entered into among the Cities pursuant to Chapter 28E of the Code of



**CITY OF NORTH LIBERTY:**

Signed: \_\_\_\_\_  
Terry L. Donahue, Mayor

Signed: \_\_\_\_\_  
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. \_\_\_\_\_ of the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

**CITY OF TIFFIN:**

Signed: \_\_\_\_\_  
Steven L. Berner, Mayor

Signed: \_\_\_\_\_  
Abigail Hora, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Steven L. Berner and Abigail Hora, 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 Tiffin, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. \_\_\_\_\_ of the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and that Steven L. Berner and Abigail Hora acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

**Resolution No. 2021-98**

**A RESOLUTION APPROVING THE 28E AGREEMENT  
BETWEEN THE CITY OF NORTH LIBERTY AND THE CITY OF  
TIFFIN FOR COST OBLIGATIONS FOR THE DESIGN AND  
RELOCATION OF CENTRAL IOWA POWER COOPERATIVE  
TRANSMISSION LINE**

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

**WHEREAS**, the City Councils of North Liberty and Tiffin desire to enter into a 28E Agreement concerning the relocation of Central Iowa Power Cooperative (CIPCO) Transmission Line, and

**WHEREAS**, it is the parties' desire to agree and establish, in writing, their understanding concerning the proposed funding of the revision.

**NOW, THEREFORE, BE IT RESOLVED** that that the attached 28E agreement between the City of North Liberty and the City of Tiffin is approved.

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

**APPROVED AND ADOPTED** this 28th day of September, 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



# **Snowmobile Ordinance**

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING CHAPTER 75 OF THE NORTH LIBERTY CODE OF  
ORDINANCES CONCERNING PERMITTED USES OF SNOWMOBILES WITHIN  
CITY LIMITS**

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

**SECTION 1. AMENDMENT OF CHAPTER 75.05** Chapter 75.05 of the North Liberty Code of Ordinances, entitled Designated Routes and Operation - Snowmobiles, is stricken in its entirety.

~~**75.05 DESIGNATED ROUTES AND OPERATION – SNOWMOBILES.**~~

~~1. Snowmobiles may be operated on public property between the edge of the sidewalk closest to the roadway and the roadway on the designated side of the street, or on the five-foot adjacent shoulder on the designated side of the roadway if there is no sidewalk, for the following designated streets in the City:~~

~~—A. Dubuque Street from the south City limit to the intersection with Cherry Street.~~

~~—B. Front Street from Penn Street north to the north City limit.~~

~~—C. Penn Street from the north Penn Meadows parking lot west to Front Street, and from Highway 965 to Kansas Avenue.~~

~~—D. Scales Bend Road, from Highway 965 to the northernmost City limit.~~

~~—E. Kansas Avenue from Penn Street south to Forevergreen Road.~~

~~—F. Forevergreen Road from Kansas Avenue west to the west City limit.~~

~~—G. Highway 965 from Penn Street to the northernmost City limit.~~

~~2. Snowmobiles may be operated on the designated route through Penn Meadows Park between Dubuque Street and Penn Street.~~

~~3. Snowmobiles may only be operated on the above-referenced designated routes for the purpose of entering or exiting the City or for the purpose of allowing the operator to reach his/her destination but not for general recreational purposes.~~

~~4. Operation of snowmobiles within the City is strictly prohibited between the hours of twelve a.m. and six a.m. on Saturday and Sunday and between the hours of ten-thirty p.m. and six a.m. Sunday through Thursday.~~

~~5. The City Administrator or designee may waive the limitations for designated routes and hours of operation in the event of emergency or exigent circumstances and snowmobiles operators agree to assist the City in specific relief or transportation tasks.~~

**SECTION 2. AMENDMENT OF CHAPTER 75.06** Chapter 75.06 of the North Liberty Code of Ordinances is amended to read as follows:

**75.06-05 MISCELLANEOUS RULES – SNOWMOBILES.**

No person shall operate a snowmobile within the City limits, ~~as specified above,~~ except in compliance with the following rules and regulations:

1. Any person operating a snowmobile within the City shall obey all designated speed limits and other posted traffic signs or traffic-control devices.
2. No person shall operate a snowmobile within the City unless it is currently registered and numbered with the state, as provided in Chapter 321G, Iowa Code.
3. The operator must yield the right-of-way to all motor vehicles.
4. Snowmobiles shall not be operated abreast with one or more other snowmobiles.
5. Snowmobiles operating within the City shall be equipped with at least one headlight and one taillight and the headlight and taillight shall be lighted at all times when operated within the City limits.
6. Snowmobiles shall not be operated without suitable and effective muffling devices as defined in Chapter 321G, Iowa Code.
7. No person shall operate a snowmobile in a careless, reckless or negligent manner so as to endanger any person, including the operator, or the property of another or to cause injury or damage thereto.
8. No person shall operate a snowmobile while under the influence of alcohol or illegal substances as defined in the Iowa Code.
9. Snowmobiles shall not be operated on private property without the express permission of the property owner.
10. Except ~~for city highways which have not been plowed during the snow season,~~ as provided for ~~designated routes in Iowa Code § 321G.9(4)(a),~~ no person shall operate a snowmobile on any public property, including the City parks, within the City.

**SECTION 3. AMENDMENT OF CHAPTER 75.07** Chapter 75.07, entitled ATVs and Other Vehicles Prohibited on Public Property, is renumbered to Chapter 75.06.

**SECTION 4. AMENDMENT OF CHAPTER 75.08** Chapter 75.08, entitled Limitation of Liability, is renumbered to Chapter 75.07.

**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 \_\_\_\_\_, 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. 2021-16**

**AN ORDINANCE AMENDING CHAPTER 75 OF THE NORTH LIBERTY CODE OF ORDINANCES CONCERNING PERMITTED USES OF SNOWMOBILES WITHIN CITY LIMITS**

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

**SECTION 1. AMENDMENT OF CHAPTER 75.05** Chapter 75.05 of the North Liberty Code of Ordinances, entitled Designated Routes and Operation - Snowmobiles, is stricken in its entirety.

**SECTION 2. AMENDMENT OF CHAPTER 75.06** Chapter 75.06 of the North Liberty Code of Ordinances is amended to read as follows:

**75.05 MISCELLANEOUS RULES – SNOWMOBILES.**

No person shall operate a snowmobile within the City limits except in compliance with the following rules and regulations:

1. Any person operating a snowmobile within the City shall obey all designated speed limits and other posted traffic signs or traffic-control devices.
2. No person shall operate a snowmobile within the City unless it is currently registered and numbered with the state, as provided in Chapter 321G, Iowa Code.
3. The operator must yield the right-of-way to all motor vehicles.
4. Snowmobiles shall not be operated abreast with one or more other snowmobiles.
5. Snowmobiles operating within the City shall be equipped with at least one headlight and one taillight and the headlight and taillight shall be lighted at all times when operated within the City limits.
6. Snowmobiles shall not be operated without suitable and effective muffling devices as defined in Chapter 321G, Iowa Code.
7. No person shall operate a snowmobile in a careless, reckless or negligent manner so as to endanger any person, including the operator, or the property of another or to cause injury or damage thereto.
8. No person shall operate a snowmobile while under the influence of alcohol or illegal substances as defined in the Iowa Code.
9. Snowmobiles shall not be operated on private property without the express permission of the property owner.

10. Except for city highways which have not been plowed during the snow season, as provided for in Iowa Code § 321G.9(4)(a), no person shall operate a snowmobile on any public property, including the City parks, within the City.

**SECTION 3. AMENDMENT OF CHAPTER 75.07** Chapter 75.07, entitled ATVs and Other Vehicles Prohibited on Public Property, is renumbered to Chapter 75.06.

**SECTION 4. AMENDMENT OF CHAPTER 75.08** Chapter 75.08, entitled Limitation of Liability, is renumbered to Chapter 75.07.

**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 \_\_\_\_\_, 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



# **Hate Crime Ordinance**

ORDINANCE NO. \_\_\_\_\_

**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 bias-motivated hate crime. "Bias-motivated 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. \_\_\_\_\_ in the North Liberty *Leader* on the \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
TRACEY MULCAHEY, CITY CLERK

## **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.



**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

ORDINANCE NO. \_\_\_\_\_

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

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

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

**42.08: VIOLATION OF INDIVIDUAL RIGHTS - HATE CRIME:**

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

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

**SECTION 3. SCRIVENER'S ERROR.** The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Clerk or the Clerk's designee without further public hearing.

**SECTION 4. SEVERABILITY.** If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

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

First reading on \_\_\_\_\_, 2021.

Second reading on \_\_\_\_\_, 2021.

Third and final reading on \_\_\_\_\_, 2021.

CITY OF NORTH LIBERTY:

\_\_\_\_\_  
TERRY L. DONAHUE, MAYOR

ATTEST:

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

\_\_\_\_\_  
TRACEY MULCAHEY, CITY CLERK

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

\_\_\_\_\_  
TRACEY MULCAHEY, CITY CLERK



**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.<sup>1</sup> 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

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<sup>1</sup> 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.<sup>2</sup> 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 indigent<sup>3</sup> 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

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<sup>2</sup> 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.

<sup>3</sup> 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.<sup>4</sup>

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

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<sup>4</sup> 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

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**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.**

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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

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**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](#)

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**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.**

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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](mailto:ereksittig@gmail.com)

On Mon, Jul 5, 2021 at 8:55 PM Erek Sittig <[ereksittig@gmail.com](mailto: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](mailto: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 bias-motivated hate crime. "Bias-motivated 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 August 24, 2021.

Second reading on September 14, 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



# **Additional Information**



## **North Liberty Planning Commission**

Minutes

September 7, 2021

### **Roll Call**

Josey Bathke called the September 7, 2021 Planning Commission to order at 6:30 p.m. Commission members present: Barry A'Hearn, Jason Heisler, Josey Bathke, and Patrick Staber; absent: David Willer, Rebecca Keogh.

Other Present: Grant Lientz, Ryan Rusnak, Kevin Trom, Derek Blackman, Scott Andersen, Jeff Kellbach and other interested citizens.

### **Approval of the Agenda**

Staber moved, seconded by Heisler, to approve the agenda. The vote was all ayes. Agenda approved.

### **NW corner of West Forevergreen Rd and South Jasper Ave-Preliminary Plat**

#### *Staff Presentation*

Rusnak presented the request of Ders 380 LLC, Moyna North to approve a Preliminary Plat for a 10 lot subdivision on 53.94 acres, more or less, on property located at the northwest corner of West Forevergreen Road and South Jasper Avenue, and forward the request to approve the Preliminary Plat to the City Council with a recommendation for approval.

#### *Applicants Presentation*

Scott Andersen stated he is looking forward to moving this process forward.

#### *Public Comments*

No public comment was offered.

#### *Questions and Comments*

The Commission had no discussion on the application.

Recommendation to the City Council

Staber moved, seconded by Heisler, to approve a 10 lot subdivision on 5.94 acres. The vote was all ayes. Motion carried (4-0).

**Presentation- Johnson County Livable Community for Successful Aging**

Jeff Kellbach, Aging Specialist gave a presentation for a Livable Community Successful Aging services.

Contact information:

Johnson County Social Services

855 S. Dubuque St.

Suite 202 B

Iowa City, IA 52240

Phone: 319-356-6090

*Questions and Comments*

Josey Bathke stated it's about building relationships and sharing important information with others. Kellbach discussed how he keeps people connected during this pandemic. There were a couple more questions and answers.

**Approval of Previous Minutes**

A'Hearn moved, seconded by Staber to approve the minutes of the August 3, 2021 Planning Commission meeting. The vote was all ayes. Minutes approved.

**Old Business**

No old business was presented.

**New Business**

Rusnak stated they interviewed a couple of consultants, have narrowed it down to RDG out of Des Moines/Omaha. Excited to get this presented to city council.

**Adjournment**

At 6:58 p.m. Staber moved, Heisler seconded to adjourn the meeting. All ayes. Meeting adjourned.

Minutes by Stacey House, Deputy City Clerk



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

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

- Locating of City Utilities (384 job tickets) ongoing
  - a. This is an increase of just over 20% from August 2020
- Continued animal control services (4 responses to animal issues)
- Cemetery plot locates (3 in total)
- Projects/Meetings
  - a. Ranshaw Way Phase 5
    - i. Bi-weekly progress meetings
    - ii. Project at 24% complete
    - iii. East side traffic lanes complete from Zeller to Fairview
    - iv. Large amount of preparations for traffic switch and road closure
      - 1. Closure expected from August 31 to November 14th
    - v. Contractor working on west side traffic lanes and pedestrian tunnel area
    - vi. Continued communication with Shive and PCI decision making items discovered as project progresses
    - vii. Continued communication with affected residents and businesses
    - viii. Installation of portable message boards and signs for additional communication for vehicle traffic
  - b. Southwest Growth Project
    - i. Continued progress meetings
    - ii. Continued installation of lift station equipment and working on punch list items
    - iii. Contractor is being assessed liquidated damages daily
  - c. Dubuque St Phase 1
    - i. Working with contractor and Alliant Energy for rewiring of electric utility services
  - d. I380/W Forevergreen Rd Permanent Traffic Signals
    - i. Pre-con meeting with IDOT and contractor
    - ii. Estimated start September 13<sup>th</sup> with completion of late October
- Staff conducted monthly safety inspections for all street equipment and buildings
- Service and maintenance of equipment
- Traffic signal repairs on Alexander Way during weekend

- Staff assisted Police Dept. with traffic control on W Penn St/Ranshaw Way for vehicle accident on August 20<sup>th</sup>
- School 1<sup>st</sup> day preparations
  - a. Programming of all school speed zone signs to match school district calendar for ICCSD elementary and Jr High as well as CCA elementary
  - b. Line of sight clearing of pedestrian signs and traffic controls
  - c. Street painting of crosswalks, symbols, lanes, and stop bars
  - d. Monitoring of first day traffic during drop off and pick up times
- Road Repairs
  - a. Concrete removal and replacement on Willow Ln and Cedar Springs Ct in multiple locations
  - b. Cold patch repairs in various locations in town
- Sanitary Sewer
  - a. Replacement and repairs of damaged lids and castings in Cherry St area
- Street light repairs off Zeller St Bridge
  - a. Parts used off of Ranshaw Way trail lights removed
- Storm Sewer
  - a. Cleared sediment/vegetation from infall and outfall locations in Freedom and Mar Lee Park
  - b. Vegetation clearing by large retaining wall on North Liberty Rd



**Freedom Park in fall after**



**Freedom Park outfall before**



**Freedom Park outfall after**

North Liberty Library Board of Trustees Meeting  
Virtual Meeting

DATE: August 16, 2021 6:30 P.M.

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

ABSENT:

Call to Order

- 1) Additions/Changes to the Agenda
  - a) Elect officers
  - b) Defer Library Director's training presentation until the board meets in person
- 2) Public Comment
  - a) None
- 3) Approval of the Minutes
  - a) June meeting minutes motion to approve by L. Hefley; second J. Beck; approved by voice vote
- 4) Reports
  - a) Budget
    - i) Personnel data not included yet in new reporting system
    - ii) Expenditures are as expected
  - b) Friends
  - c) Director
    - i) Drew from endowment to seed Family Place Libraries activities
    - ii) Rotary Club Coralville-North Corridor donating over \$3000 to the Family Place Libraries activities
    - iii) Endowment continues to grow
    - iv) 2 new hires and 3 new staff openings
      - (1) Refocus on high school candidates with flexibility through job sharing
      - (2) Slow the training process
    - v) Mandating masks
      - (1) Programming outdoors when able
      - (2) Programming indoors masks required and halve capacity
    - vi) Preparing to order outdoor solar powered charging station benches with Wi-Fi using grant monies from American Rescue Plan Act
    - vii) OCLC Realm Project interview reflections on pandemic response
    - viii) Presenting at ASRL Conference
    - ix) Interviewed by NBC for potential story about librarianship
  - d) Staff Reports – Questions
    - i) Amy Golly
      - (1) TRACES Bus-eum on site
      - (2) Resuming homebound delivery services

- ii) Kellee Forkenbrock
  - (1) Writing and submitting grant applications
- 5) Old Business
  - a) None
- 6) New Business
  - a) Slate of officers President Jessica Beck, Vice President Laura Hefley, Secretary Scott Clemons nominated by M. Healy; second L. Hefley approved by voice vote

Adjourn

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

NEXT MEETING DATE: September 20, 2021

*Meeting minutes recorded by S. Clemons*



To **North Liberty Mayor and City Council Members**  
CC **City Administrator Ryan Heiar**  
From **Water Superintendent Greg Metternich**  
Date **September 7, 2021**  
Re **Monthly Report – August 2021**

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In the month of August, we treated a total of 45,744,000 gallons of water, our average daily flow was 1,476,000 gallons, and our maximum daily flow was 1,750,000 gallons. The total amount of water used in the distribution system was 1.21% Lower than August 2020. Overall, the pumpage is 1.54% higher (4.9MG's) than 2020.

We had a busy month with 8,839 accounts read, 41 re-reads, 663 service orders, 57 shut-offs, 66 re-connects for water service, 141 shut-off notices delivered, 8 new meter set inspections, 20-meter change outs, 56 MIU change outs, assisted 10 customers with data logging information, 89 calls for service, and 16 after hour or emergency calls. Our monthly total service work averaged 30 calls per day.

Harn R/O sent a service technician here for two full days as part of our service contract. The technician checked all of the flow meters and online instrumentation, everything was in calibration and functioning as it should, the last part of the contract is reviewing the data we have collected over the last year, he said everything is working as it was designed, but we might be starting to see some fouling in the membranes that could require a maintenance clean. He's going to have one of their engineers review our last three years data and make a recommendation.

Our maintenance staff finished all of our quarterly maintenance at the treatment plant and the booster station, they changed oil in all of the pump's, greased all the electric motors, changed cartridge filters, and changed the chemical feed tubing on all of the chemical feed systems.

T and K Roofing was called in to repair a section of the roof at the treatment plant, I waiting to hear if this will be covered under warranty. This was a section of the roof that was repaired after the derecho last year.

We assisted a homeowner on North George Street that had a service leak. The water main was located under the roadway and a section of the road was removed to replace their service line. We went ahead and replaced an old Iowa Fire Hydrant and installed a new valve while the road was removed.

Water Superintendent  
Greg Metternich

To North Liberty Mayor and City Council Members  
CC Ryan Heiar, City Administrator  
From Brian Platz, Fire Chief  
Date September 23<sup>rd</sup>, 2021  
Re Fire Department Report to Council – September 2021

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Fire Department incident statistics for the year through August are attached. A few areas stand out this month. First, we responded to 159 calls for service during the month of August. This is the highest call volume month of 2021, and only 21 calls short of last August when we experienced the derecho. Second, 87 of our 159 calls were overlapping. What this means is that during 55% of our calls this month, a subsequent call for service was dispatched before we were finished with the original incident. This is a significant uptick from the month prior which was 27%, which is also up from the month prior to that. We will continue to keep our eye on this trend, but this demonstrates the importance of having responders to answer the pager for the next emergency. Third, the turnout time for paid per call decreased from 9:32 in July to 4:45 in August (90<sup>th</sup> percentile). That's a great improvement and it shows that we had responders in the station outside of part time coverage hours more often than we did in July. Lastly, there was one call that went unanswered in August. Coupled with one missed call in July, we are again experiencing the combination of high call volume coupled with a decreasing pool of responders.

For a second year in a row, the department is gearing up to provide the area schools with a fire prevention message via video. This year fire prevention week falls from October 3<sup>rd</sup> through October 9<sup>th</sup>. Trying to find new ways to reach the community with important safety information has been challenging during the pandemic. Thankfully we have the assistance of a talented communications department that is always willing to help out. As a side note, fire prevention week always falls on the anniversary of the Great Chicago Fire which began on October 8<sup>th</sup>, 1871. In 1925, President Calvin Coolidge proclaimed Fire Prevention Week a national observance. The Great Chicago Fire killed more than 250 people, left 100,000 homeless and destroyed more than 17,400 structures. This event is why some refer to the City of Chicago as the "Second City".

This past month has been very truck centric. With the recent resignation of Capt. Matt Messinger, who coordinated all of our truck and equipment issues, we've had to redistribute those duties and pick up where he left off. This past month all the truck engines have been serviced, all the pumps have been serviced and all the pumps have been tested. That along with a few vehicle recall issues, will hopefully ensure our rolling stock is in great shape going into the colder months of the year.

The department was very honored to once again hang the American flag from the aerial ladder on September 11<sup>th</sup>. The truck was positioned over Interstate 380 on the Swan Lake Road overpass. With it being the 20<sup>th</sup> anniversary of 9/11, I suspect all of us reflected on this event in our own way. This was our way of not only reminding those traveling the interstate, but it allowed the department members to put remembrance into action.





# North Liberty Fire Department 2021 Monthly/YTD Response Report

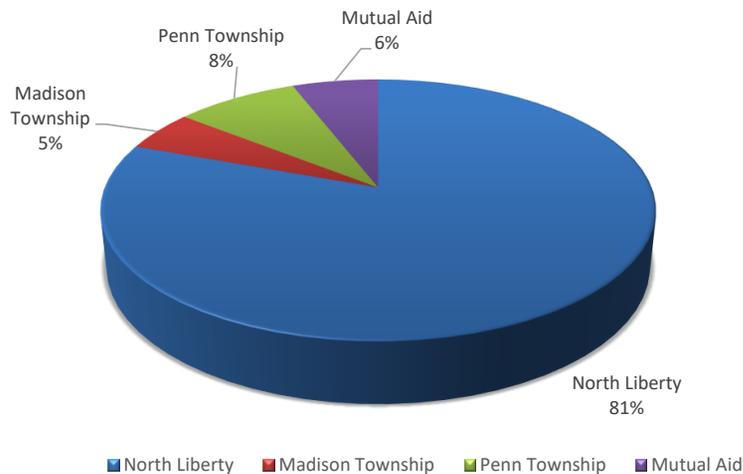
## North Liberty Fire Department Responses By Fire District

	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	129					845	80.55%
Madison Township	4	11	3	7	4	9	9	6					53	5.05%
Penn Township	8	9	5	9	10	15	16	17					89	8.48%
Mutual Aid	4	7	5	6	11	13	9	7					62	5.91%
<b>Total Responses</b>	<b>115</b>	<b>115</b>	<b>114</b>	<b>123</b>	<b>137</b>	<b>147</b>	<b>139</b>	<b>159</b>					<b>1049</b>	

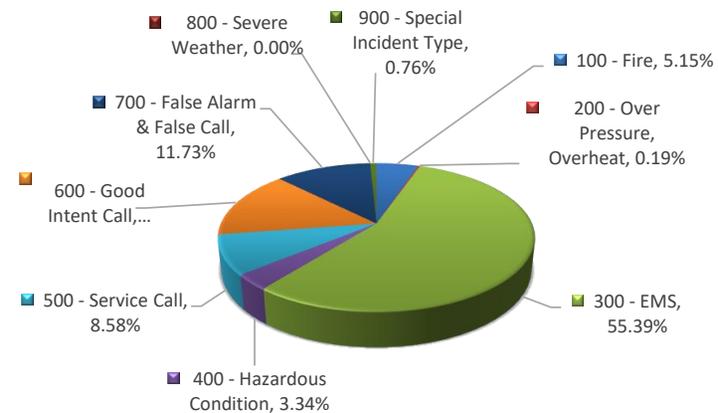
## North Liberty Fire Department Responses By Type of Incident

	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	8					54	5.15%
200 - Over Pressure, Overheat				1	1								2	0.19%
300 - EMS		56	72	75	74	78	73	83					581	55.39%
400 - Hazardous Condition	2	2	3	4	4	10	3	7					35	3.34%
500 - Service Call	16	10	8	9	11	10	9	17					90	8.58%
600 - Good Intent Call	10	22	14	17	22	22	25	24					156	14.87%
700 - False Alarm & False Call	15	19	10	10	16	17	17	19					123	11.73%
800 - Severe Weather														
900 - Special Incident Type	1		1		2		3	1					8	0.76%
<b>Total Responses</b>	<b>115</b>	<b>115</b>	<b>114</b>	<b>123</b>	<b>137</b>	<b>147</b>	<b>139</b>	<b>159</b>					<b>1049</b>	

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
<b>Total Responses for Month</b>	115	115	114	123	137	147	139	159	0	0	0	0	1049		
Average Responders per Incident	5.1	5.3	5.8	6.6	5.5	5.5	5.2	4.3					5.4		
# Incidents with 2 or less Responders	13	15	10	6	15	16	16	27					118		
% Incidents with 2 or less Responders	11.3%	13.0%	8.8%	4.9%	10.9%	10.9%	11.5%	17.0%					11.2%		
# Incidents with No NLFD Response	0	0	0	0	0	0	1	1							
<b># Incidents Cancelled Enroute or Prior to Arrival</b>	7	17	10	14	14	17	20	18					117	11.15%	
# Incidents Cancelled by JCAS	2	2	3	1	3	2	5	6					24	20.51%	
# Incidents Cancelled by JECC	0	3	4	2	2	9	6	5					31	26.50%	
# Incidents Cancelled by Law Enforcement	3	8	0	8	3	4	6	4					36	30.77%	
# Incidents Cancelled by Fire Department	2	4	3	3	6	2	3	3					26	22.22%	

## 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
<b>Total Emergent (Lights &amp; Sirens) Responses for Month</b>	67	68	67	71	74	87	86	91							
# of Incidents with Turnout Time 2 Minutes or Less - PPC/Admin	12	12	21	13	15	16	19	19							
# of Incidents with Turnout Time 2 Minutes or Less - PT	7	9	10	9	9	14	13	21							
# of Incidents with Turnout Time 2 Minutes or Less - Total	19	21	31	22	24	30	32	40							
% Incidents with Turnout Time 2 Minutes or Less	28.4%	30.9%	46.3%	31.0%	32.4%	34.5%	37.2%	44.0%							
90th Percentile Turnout Time - (Minutes) Part-Time	3:46	3:07	2:30	2:07	2:28	2:24	2:18	2:22					2:32		
90th Percentile Turnout Time - (Minutes) Paid Per Call	9:09	6:37	3:30	4:30	7:31	8:01	9:32	4:45					7:47		

\*\*(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	3					17	1.62%	
Auto Aid - Iowa City (52003)				1	2		1	1					5	0.48%	
Auto Aid - Solon (52008)	2	1	1		3	1	1						9	0.86%	
Auto Aid - Swisher (52009)	1	3	2	3	3	7	4	3					26	2.48%	
Auto Aid - Tiffin (52010)							2						2	0.19%	
Mutual Aid - Other Fire Departments			1		1	1							3	0.29%	
<b>Total Responses</b>	4	7	5	6	11	13	9	7	0	0	0	0	62	5.91%	

## 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	3					27	2.57%	
Auto Aid - Iowa City (52003)				1			1	1					3	0.29%	
Auto Aid - Solon (52008)	1	1	3	3	5	3	2	3					21	2.00%	
Auto Aid - Swisher (52009)	2	6	1	4	1	5	3						22	2.10%	
Auto Aid - Tiffin (52010)					1		2						3	0.29%	
Mutual Aid - Other Fire Departments													0	0.00%	
<b>Total Responses</b>	4	8	7	11	12	13	14	7	0	0	0	0	76	7.24%	