



**North Liberty City Council
Regular Session
November 9, 2021**



City Administrator Memo



To **Mayor and City Council**
From **Ryan Heiar, City Administrator**
Date **November 5, 2021**
Re **City Council Agenda November 9, 2021**

Meeting Note

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

Consent Agenda

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

- City Council Minutes (10/26/21)
- Claims
- Liquor License Renewals & Updates
 - J&A Tap
 - Rancho Nuevo
 - Fiesta
 - Fareway
 - LaLa Boutique
- Tobacco Permit – Casey’s General Store (new construction)
- FY21 Street Finance Report
- Change Order #5, Ranshaw Way Phase 5 Improvements Project, Peterson Contractors Inc., \$59,274.71
- Pay Application #6, Ranshaw Way Phase 5 Improvements Project, Peterson Contractors Inc., \$372,935.39
- Pay Application #2, Centennial Loop Driveway Project, All American Concrete Inc., \$202,520.05

Meetings & Events

Tuesday, Nov 9 at 6:30p.m.
City Council

Wednesday, Nov 10 at 6:00p.m.
Planning Commission

Monday, Nov 15 at 7:00p.m.
Library Board

Tuesday, Nov 23 at 6:00p.m.
City Council Budget Work Session
& Meeting

ARPA Funding Discussion

The packet includes a memo and supporting materials to assist the City Council with further discussion regarding use of the \$2.9 million of American Rescue Plan Act funds allocated to North Liberty.

Urban Renewal Plan Amendment

Staff is recommending approval of an updated Urban Renewal Plan to include two upcoming projects: City Hall and N. Jones Boulevard. By updating the plan, it allows the City to borrow general obligation and/or TIF money in the future to fund these projects. The current plan calls for GO borrowing for the City Hall project and TIF borrowing for N.

Jones Boulevard. The agenda includes a resolution setting a hearing for December 14 to approve the Urban Renewal Plan Amendment. When it is time to borrow for these projects, additional public hearings and Council action will be necessary.

Cell Tower Siting Request

US Cellular is proposing a 100' high monopole communications tower at 1302 Progress Street, located on the east side of Progress Street approximately 400 feet north of 240th Street. The property is zoned I-1 Industrial. As such, communications towers are permitted subject to City Ordinances, which in part require Council approval. Staff has performed a technical review of the request and plans and is of the opinion that it achieves consistency with City Ordinances. Staff recommends approval of the request.

North Jones Boulevard Proposal

Staff has been working with a developer on an 80-acre mixed use development between the Maytag facility on Alexander Way and the future extension of N. Jones Boulevard. The initial plan was for the developer to construct N. Jones Boulevard and for the City to reimburse for its share; however, the City Attorney has opined that a reimbursement in this case would be a violation of the public bidding law. As a result, staff is recommending approval of a design contract with Shive Hattery for the extension of Jones Boulevard. The developer's agreement for this 80-acre project, which will be before the Council in the near future, will include a reimbursement provision for 1/3 of the N. Jones Boulevard improvement project.

Miller Conditional Use Permit

Johnson County is requesting the City review a Conditional Use Permit application for property located within unincorporated Johnson County, but within the City's extraterritorial jurisdiction. The request is to approve an exterior maintenance business at 2757 Kansas Ave NE, generally located on the west side of Kansas Ave approximately 600 feet south of Denison Ave. Mr. Miller purchased this property June 2021. Shortly thereafter, City staff noticed several commercial vehicles and equipment on the property. Staff notified the County and the code compliance action resulted in the Conditional Use Permit Application. The application is noticeably lacking in detail with respect to the nature of the business. Correspondence with the applicant revealed that the nature of the business is pressure washing, lawn care, lot sweeping etc., there is one employee (besides the applicant) and that all work will be performed off-site. Staff inquired about the several commercial vehicles and equipment and the applicant indicated that the majority of the equipment will be sold. Staff is concerned about a

business being located on this property. This is a growing area and several developments are being proposed. Additionally, the applicant is indicating a scale of the business that is not reflective of the vehicles and equipment on the property. The Council may recommend approval of the Conditional Use Permit (with or without conditions), recommend denial of the Conditional Use Permit or take no action. At a minimum, staff is recommending approval subject to the condition that all vehicles and equipment related to the business be stored within an enclosed building within six months from the date of the formal approval.

Mickelson's Second Addition Developer's Agreement

Developer MLDC and City Staff have reached agreement for the terms of a Developer's Agreement for Mickelson Second Addition Subdivision. A notable provision within this agreement is the cost sharing provision for Remley Street in the amount of \$291k. The execution of the agreement will allow the developer to move forward with the installation of public improvements and move toward eventual final plat approval. Staff recommends approval.

Deposit Resolution

As the City's deposits grow, it is necessary to update the official Depository Resolution. Currently, the resolution states that Hills Bank can hold \$13 million and Midwest One Bank can house \$7 million. Staff is recommending those amounts increase to \$15 million and \$10 million respectively. With the recent receipt of COVID relief funds as well as the timelining of tax revenue receipts versus annual bond payments, the City's cash on hand has increased.

Snowmobile Ordinance, 3rd Reading & Resolution

At the October 12 Council meeting, the City Council directed staff to find a compromise with the local snowmobile club for routes along Scales Bend Road and connecting Ranshaw Way to Front Street. Staff and club representatives met to discuss viable options and have generally agreed on routes but are still working out the fine details, which includes approval from private property owners. Staff is optimistic that a final map will be ready for review at Tuesday's meeting.

In addition, staff is recommending that Council eliminate route approval from the ordinance and establish the revised routes by resolution. If a route needs to be amended in the future, doing so by resolution will be much more efficient. Further, a resolution will allow for use of a map as an attached exhibit to accurately describe the routes.

Staff is recommending approval of the 3rd reading of the ordinance.

Criminal Penalty Ordinance, 3rd Reading

The State of Iowa has increased its minimum and maximum fines for simple misdemeanors. This ordinance amendment brings the City's code into harmony with state law, so as to promote equitable outcomes. Staff recommends approval.



Agenda



City Council

November 9, 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, October 26, 2021
 - B. Claims
 - C. Liquor License Renewal, J & A Tap
 - D. Liquor License Renewal, Rancho Nuevo
 - E. Liquor License Renewal, Fiesta
 - F. Liquor License Renewal, Fareway
 - G. Liquor License Application, LaLa Boutique
 - H. Tobacco Permit – Casey’s (new construction)
 - I. FY 21 Street Finance Report
 - J. Ranshaw Way Phase 5 Improvements Project, Change Order Number 5, Peterson Contractors, Inc., \$59,274.71 and change in working and calendar days
 - K. Ranshaw Way Phase 5 Improvements Project, Pay Application Number 6, Peterson Contractors, Inc., \$372,935.39
 - L. Centennial Park Loop Road Project, Pay Application Number 2, All American Concrete, \$202,520.05
5. Public Comment
6. City Engineer Report
7. City Administrator Report
8. Mayor Report

9. American Rescue Plan Act
 - A. Discussion and possible action regarding proposal on use of APRA funds
10. Urban Renewal Plan Amendment
 - A. Resolution Number 2021-103, a Resolution setting the date for the Urban Renewal Plan Amendment
11. US Cellular Communications Tower
 - A. Resolution Number 2021-104, A Resolution approving the application for a Communications Tower Installation at 1302 Progress Street for US Cellular
12. County Conditional Use Permit – 2757 Kansas Avenue
 - A. Discussion and possible action regarding proposed conditional use
13. Jones Boulevard
 - A. Resolution Number 2021-105, A Resolution approving the Services Agreement between the City of North Liberty Shive-Hattery, Inc. for the Jones Boulevard Project
14. Mickelson Second
 - A. Resolution Number 2021-106, A Resolution approving the Developer's Agreement for Mickelson Second Addition
15. Depository Resolution
 - A. Resolution Number 2021-107, A Resolution designating Hills Bank and Trust Company, MidWest One, Green State Credit Union, Great Western Bank, Collins Community Credit Union, Two Rivers Bank and Trust and US Bank as depositories for public funds belonging to the City of North Liberty, Iowa
16. Snowmobile Ordinance
 - A. Third consideration and adoption 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
 - B. Resolution Number 2021-108, A Resolution adopting a map designating routes for the operation of snowmobiles within City limits
17. Criminal Penalty Ordinance
 - A. Third consideration and adoption of Ordinance Number 2021-17, An Ordinance amending the standard criminal penalty in Chapter 1.14 of the North Liberty Code of Ordinances
18. Old Business

19. New Business

20. Adjournment



Consent Agenda



City Council
October 26, 2021
Regular Session

Call to order

Mayor Terry Donahue called the October 26, 2021 Regular Session of the North Liberty City Council to order at 6:00 p.m. Councilors present: RaQuishia Harrington, Chris Hoffman, Annie Pollock (via phone), Brent Smith, Brian Wayson; absent – none.

Approval of the Agenda

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

At 6:00 p.m., Mayor Donahue asked Lientz for permission to enter into exempt session. Smith moved, Harrington seconded to move into exempt session. The vote was: ayes- Harrington, Hoffman, Pollock, Smith, Wayson. Motion carried. At 6:02 p.m., Council moved into an exempt session pursuant to Iowa Code Section 20.17 (3).

At 6:40 p.m., Smith moved, Wayson seconded to return to open session. The vote was: ayes – Harrington, Hoffman, Pollock, Smith, Wayson; nays – none. Motion carried. At 6:42 p.m. Council resumed the Regular Session.

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

Consent Agenda

Wayson moved, Pollock seconded to approve the Consent Agenda including the City Council Minutes, Regular Session of October 12, 2021, the attached list of claims, Liquor License Renewal, Rusciano's; Liquor License Update – Casey's ownership; Liquor License Update – Casey's ownership; Ranshaw Way Phase 5 Improvements, Change Order Number 4, Peterson Contractors, Inc., \$14,307.80; Ranshaw Way Phase 5 Improvements, Pay Application Number 5, Peterson Contractors, Inc., \$1,343,923.42; Aquatic Center Pool Water Heater Replacement, Pay Application Number 1, Tricon General Construction, \$193,928.91. The vote was all ayes. Consent Agenda approved.

Public Comment

No public comment was offered.

City Engineer Report

City Engineer Trom provided an update on Ranshaw Way Phase 5. The contractor continues to focus on the November 15 reopening. Other work will continue along the roadway and at the northern end of the project. The contractor for the Centennial Park Loop Road project has

finished paving the roadway and will be working on the other portions including parking bays and permeable pavers. The Dubuque Street Phase 1 Project will be bid in December. The building will be demolished after January 1, 2022. There is no schedule of the delivery of the heat exchanger. The expected date is mid-November at the earliest. The contractor for the Forevergreen Road Trail Project has removed all that needed to be removed and is confident to meet the November 30 deadline.

City Administrator Report

City Administrator Heiar reported that the contractor was working on Forevergreen Road today. The budget goal session in November is scheduled for November 16, the third Tuesday, but can be on the second meeting of November if the agenda is light. Information will be on the November 9 meeting for APRA fund distribution discussion. Today local police agencies hosted a community cookout sponsored by GreenState with Inclusive Culture University. Council discussed the report with Heiar.

Mayor Report

Mayor Donahue reported that the election is next Tuesday and encouraged all to vote.

Iowa City Community School District Agreements

Hoffman moved, Harrington seconded to approve Resolution Number 2021-100, A Resolution approving the Stormwater Management Facilities Agreement and Easement between the City of North Liberty and Iowa City Community School District that establishes the terms and conditions under which stormwater management facilities will be maintained for the Iowa City Community School District North Corridor School Addition in the City of North Liberty, Iowa. The vote was: ayes – Hoffman, Harrington, Pollock, Wayson, Smith; nays – none. Motion carried.

Pollock moved, Harrington seconded to approve Resolution Number 2021-101, A Resolution approving the Stormwater Management Facilities Agreement and Easement between the City of North Liberty and Iowa City Community School District that establishes the terms and conditions under which stormwater management facilities will be maintained for the Iowa City Community School District Christine Grant Elementary in the City of North Liberty, Iowa. The vote was: ayes – Pollock, Harrington, Wayson, Smith, Hoffman; nays – none. Motion carried.

Agreement for On-demand Transportation Services

Heiar presented information on the agreement. Smith moved, Pollock seconded to approve Resolution Number 2021-102, A Resolution approving the Agreement for On-demand Transportation Services between DS Enterprises, L.C. and Yellow Transport IC, LLC and the City of North Liberty. After discussion, the vote was: ayes – Pollock, Smith, Harrington, Wayson, Hoffman; nays – none. Motion carried.

Snowmobile Ordinance

Wayson moved, Smith seconded to remove the snowmobile ordinance from the table. The vote was all ayes. Motion carried.

Lientz presented additional information on the item. Heiar presented information on the amendments. Mike Pickering from the Snow Drifters presented information on the proposed routes. Council discussed the route updates and ordinance amendments.

Smith moved, Pollock seconded to approve the second 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 with acceptance of proposed amendments. The vote was: ayes – Pollock, Hoffman, Harrington, Smith, Wayson; nays – none. Motion carried.

Criminal Penalty Ordinance

Wayson moved, Hoffman seconded to approve the second consideration of Ordinance Number 2021-17, An Ordinance amending the standard criminal penalty in Chapter 1.14 of the North Liberty Code of Ordinances. The vote was: ayes – Harrington, Wayson, Pollock, Smith, Hoffman; nays – none. Motion carried.

Old Business

No old business was presented.

New Business

Councilor Pollock wished everyone a safe and happy Halloween. She encouraged all to go out and vote. Councilor Hoffman reported that a satellite polling place will be at the Library on Saturday from 10 a.m. to 4 p.m. At the CVB meeting last week it was announced that a holiday program called Shop JoCo will be initiated this holiday season. Councilor Smith reported on the Project Better Together Big Sort event. Councilor Harrington agreed that the Big Sort event was great with lots of great ideas generated.

Adjournment

Mayor Donahue adjourned the meeting at 7:07 p.m.

CITY OF NORTH LIBERTY

By: _____
Terry L. Donahue, Mayor

Attest: _____
Tracey Mulcahey, City Clerk

Services <<https://directory.iowa.gov/service/Index?>

[_ga=1.101492737.1604613096.1488473035&ia_slv=1634848338510](https://www.google.com/search?ga=1.101492737.1604613096.1488473035&ia_slv=1634848338510)>

License Application (LC0036492)

Agencies <https://directory.iowa.gov/?ia_slv=1634848338510>

Social <https://directory.iowa.gov/social/Index?ia_slv=1634848338510>

<https://www.iowa.gov/search/google?ia_slv=1634848338510>

▪ Applicant

Name of Legal Entity : J & A Tap Inc

Name of Business(DBA) : J & A Tap

Address of Premises : 440 N Dubuque Street

City : North Liberty

County : Johnson

Zip : 52317

Business : (319) 626-3033

Mailing Address: 440 N Dubuque St

City : North Liberty

State : Iowa

Zip : 52317

▪ Contact Person

Name : John Hruby

Phone : (319) 631-4000

Email : lynnaf22@yahoo.com

- **License Information**

License Number : LC0036492

License/Permit Type : Class C Liquor License

Term : 12 Month

Status : Submitted to Local Authority

Effective Date : 2021-11-01

Expiration Date : 2022-10-31

Sub-Permits/Privileges : Sunday Sales ,Outdoor Service ,Catering

Last Day of Business :

- **Status of Business**

Business Type : Privately Held Corporation

- **Ownership**

John Hruby

City : North Liberty

State : Iowa

Zip : 52317

Position : Owner

% of ownership : 50

U.S. Citizen : Yes

Amanda Lynn-Hruby

City : North Liberty

State : Iowa

Zip : 52317

Position : Owner

% of ownership : 50

U.S. Citizen : Yes

- **Insurance Company Information**

Insurance Company : Illinois Casualty Co

Policy Effective Date : 2021-11-01

Policy Expiration : 2022-10-31

Bond Effective :

Dram Cancel Date :

Outdoor Service Effective :

Outdoor Service Expiration :

Temp Transfer Effective Date :

Temp Transfer Expiration Date :

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-



North Liberty Police Department

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

September 23, 2021

Liquor License Check

Business: J&A Tap
440 N. Dubuque Street
North Liberty, IA 52317

Owners: John Hruby (DOB: 1967)
 Amanda Hruby (DOB: 1962)

The North Liberty Police Department does not have any documented contacts with the owners or premise in conflict with their liquor license.

I recommend the license be granted.

This record check was conducted by Sergeant Mitch Seymour.



State of Iowa ABD approval statement from the following county department

Legal Name of Applicant: _____

Name of Business (DBA): _____

Address of Business: _____

Business Phone: _____

Email: _____

State of Iowa ABD License #: _____

Johnson County Health Department:

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

Name: _____

Title: _____ **Date:** _____

Signature: *James Lacina* _____

Services <<https://directory.iowa.gov/service/Index?>

[_ga=1.101492737.1604613096.1488473035&ia_slv=1635941930799>](https://www.google.com/search?ia_slv=1635941930799)

License Application (LC0046701)

Agencies <https://directory.iowa.gov/?ia_slv=1635941930799>

Social <https://directory.iowa.gov/social/Index?ia_slv=1635941930799>

https://www.iowa.gov/search/google?ia_slv=1635941930799>

▪ Applicant

Name of Legal Entity : RANCHO NUEVO, LLC

Name of Business(DBA) : Rancho Nuevo

Address of Premises : 1295 Jordan St, Suite B7

City : North Liberty

County : Johnson

Zip : 52317

Business : (563) 506-4037

Mailing Address: 22 66th Ave SW

City : Cedar Rapids

State : Iowa

Zip : 52404

▪ Contact Person

Name : Graciela González

Phone : (563) 506-4037

Email : gonzalg.90@gmail.com

- **License Information**

License Number : LC0046701

License/Permit Type : Class C Liquor License

Term : 12 Month

Status : Submitted to Local Authority

Effective Date : 2021-10-28

Expiration Date : 2022-10-27

Sub-Permits/Privileges : Sunday Sales ,Outdoor Service

Last Day of Business :

- **Status of Business**

Business Type : Limited Liability Company

- **Ownership**

Graciela Gonzalez

City : Cedar Rapids

State : Iowa

Zip : 52404

Position : Owner

% of ownership : 100

U.S. Citizen : Yes

- **Insurance Company Information**

Insurance Company : Society Insurance

Policy Effective Date : 2021-10-28

Policy Expiration : 2022-10-28

Bond Effective :

Dram Cancel Date :

Outdoor Service Effective :

Outdoor Service Expiration :

Temp Transfer Effective Date :

Temp Transfer Expiration Date :

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-

From: [Bryan Hardin](#)
To: [Kari Warnstaff](#)
Cc: [Tracey Mulcahey](#); [Tom Palmer](#); [Brian Platz](#); [Grant Lientz](#)
Subject: Rancho Nuevo Inspection Results
Date: Wednesday, September 22, 2021 3:55:46 PM
Attachments: [InspectionResults.pdf](#)
[image001.png](#)

Kari/Tracey,

Please see attached fire inspection report for Rancho Nuevo. They have some serious fire & life safety issues going that they have failed to correct. We would not recommend renewal until they address the major issues, or we can go down the municipal infraction route if that would be better, or both?

Thanks,



BRYAN HARDIN
ASSISTANT CHIEF / FIRE MARSHAL
(319) 626-5709 office
(319) 321-8395 mobile

Messages to and from this account are subject to public disclosure unless otherwise provided by law.

From: donotreply@emergencyreporting.com <donotreply@emergencyreporting.com>
Sent: Wednesday, September 22, 2021 3:52 PM
To: Graciela Gonzalez <gonzalg.90@gmail.com>; Rancho Nuevo <rancho89nuevo@gmail.com>
Cc: Bryan Hardin <bhardin@northlibertyiowa.org>
Subject: [EXTERNAL] Rancho Nuevo Inspection Results

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.

Attached is your Inspection Report.
Provided by North Liberty Fire Department

Please see attached inspection report. There are some major issues regarding the fire alarm system and kitchen hood exhaust fan. I unplugged the extension cord temporarily and the fan stopped working, so the exhaust fan is still being powered by the extension cord which poses a severe fire hazard. I have not been able to verify with Per Mar that the fire alarm system is being monitored. Please correct the items noted immediately and keep me post regarding the completion. Thank you.

North Liberty Fire Department

Occupancy: **Rancho Nuevo**

Occupancy ID: **EGGY01**

Address: **1295 Jordan ST Apt/Suite #8
North Liberty IA 52317**

Inspection Type: **Liquor License Inspection**

Inspection Date: **9/22/2021**

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

Time In: **14:16**

Time Out: **14:49**

Authorized Date: **09/22/2021**

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



Form: General Fire
Inspection Checklist 1.0

Inspection Description:

ORDER TO COMPLY:

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

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

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

Inspection Topics:

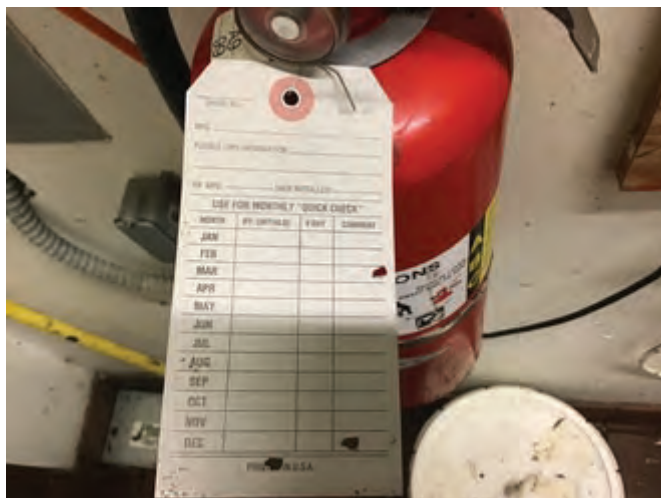
Fire Extinguishers

Fire Extinguisher Monthly Inspection - Initial & Date Tag

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

Status: **FAIL**

Notes: **Complete**



Electrical Rooms / Electrical Wiring

No Extension Cords

605.5 Extension cords. Extension cords and flexible cords shall not be a substitute for permanent wiring. Extension cords and flexible cords shall not be affixed to structures, extended through walls, ceilings or floors, or under doors or floor coverings, nor shall such cords be subject to environmental damage or physical impact. Extension cords shall be used only with portable appliances.

Status: **FAIL**

Notes: **See Misc. section regarding extension cord used to power kitchen hood exhaust fan.**

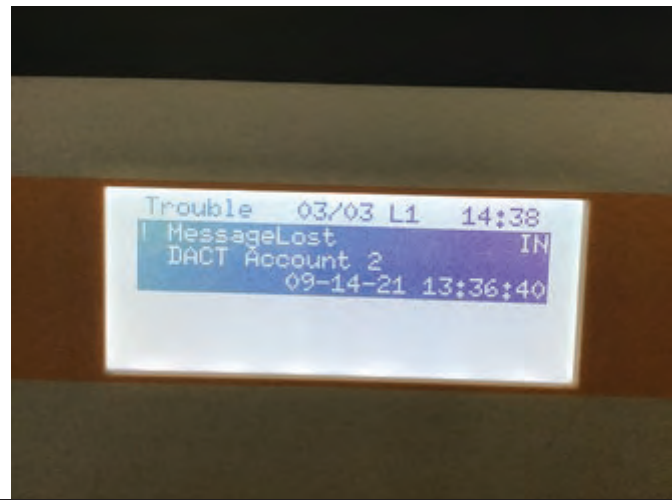
Fire Alarm System

Fire Alarm System Annual Inspection - Current Inspection Tag

901.6.1 Standards. Fire protection systems shall be inspected, tested and maintained in accordance with the referenced standards listed in Table 901.6.1. Fire Alarm Systems shall be inspected annually. A written copy of the inspection report shall be kept on-site and an electronic copy on file with the North Liberty Fire Department through <http://www.thecomplianceengine.com/>.

Status: FAIL

Notes: Fire alarm system currently has three trouble alarms. Contact fire alarm company to correct the issues.



Fire Alarm System Monitored

Section 1103.1.2 Existing fire alarm systems monitoring requirements. Existing fire alarms systems that are currently not monitored by an approved UL listed Central Station shall become monitored within 1 year from receiving notice in accordance with section 907.6.6.

Status: FAIL

Notes: On August 4th, 2021 the Fire Department was notified that the fire alarm monitoring service would be terminated. Email notification was sent to Rancho Nuevo on August 4th and August 27th regarding the requirement to have the fire alarm system monitored without a reply or acknowledgement. As of today, we have not been notified that the fire alarm monitoring is active. Please provide proof of fire alarm monitoring.

Exit Access & Doors

Exits Unobstructed

1031.2 Reliability. Required exit accesses, exits and exit discharges shall be continuously maintained free from obstructions or impediments to full instant use in the case of fire or other emergency where the building area served by the means of egress is occupied. An exit or exit passageway shall not be used for any purpose that interferes with a means of egress.

Status: FAIL

Notes: Back stairwell. Must be kept clear at all times.



Compressed Gas Cylinders / LPG

Compressed Gas Cylinders Secured or Chained

5303.5.3 Securing compressed gas containers, cylinders and tanks. Compressed gas containers, cylinders and tanks shall be secured to prevent falling caused by contact, vibration or seismic activity. Securing of compressed gas containers, cylinders and tanks shall be by one of the following methods: 1. Securing containers, cylinders and tanks to a fixed object with one or more restraints. 2. Securing containers, cylinders and tanks on a cart or other mobile device designed for the movement of compressed gas containers, cylinders or tanks. 3. Nesting of compressed gas containers, cylinders and tanks at container filling or servicing facilities or in sellers' warehouses not accessible to the public. Nesting shall be allowed provided the nested containers, cylinders or tanks, if dislodged, do not obstruct the required means of egress. 4. Securing of compressed gas containers, cylinders and tanks to or within a rack, framework, cabinet or similar assembly designed for such use. Exception: Compressed gas containers, cylinders and tanks in the process of examination, filling, transport or servicing.

Status: FAIL

Notes: Chain all cylinders.



Miscellaneous

No Other Unsafe Conditions

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

Status: FAIL

Notes: During the last kitchen hood exhaust inspection/cleaner, the contractor noted that only one of the two exhaust fans are operating and the one exhaust fan that is operating is plugged into an extension cord. Contact a kitchen exhaust fan company/Electrician to have these issues rectified immediately. Use of extension cord must terminate immediately.



Additional Time Spent on Inspection:

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

Total Additional Time: 0 minutes

Summary:

Overall Result: Correction Notice Issued

Inspector Notes:

Closing Notes:

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

Inspector:

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



Signed on: 09/22/2021 14:48

Signature

Date

Representative Signature:

Signature of: Francisco Gonzalez on 09/22/2021 14:49



Signature

Date



North Liberty Police Department

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

September 23, 2021

Liquor License Check

Business: Rancho Nuevo
North Liberty, IA 52317

Owners: Graciela Gonzalez (DOB: 1990)

The North Liberty Police Department does not have any documented contacts with the owner(s) or premise in conflict with their liquor license.

I recommend the license be granted.

This record check was conducted by Sergeant Chris Shine.





State of Iowa ABD approval statement from the following county department

Legal Name of Applicant: _____

Name of Business (DBA): Rancho Nuevo Mexican Restaurant

Address of Business: _____

Business Phone: _____

Email: _____

State of Iowa ABD License #: _____

Johnson County Health Department:

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

Name: James Lacina

Title: Environmental Health Manager **Date:** 9/15/21

Signature: *James Lacina*

North Liberty Fire Department



Occupancy: **J & A Tap**
Occupancy ID: **BOBS01**
Address: **440 N Dubuque ST Building #612410004**
North Liberty IA 52317

Inspection Type: **Liquor License Inspection**
Inspection Date: **10/21/2021** By: **Hardin, Bryan E (01-1022)**
Time In: **14:21** Time Out: **15:10**
Authorized Date: **10/21/2021** By: **Hardin, Bryan E (01-1022)**
Next Inspection Date: **11/20/2021 Reinspection**

Form: General Fire
Inspection Checklist 1.3

Inspection Description:

ORDER TO COMPLY:
You must correct the violations noted upon receipt of this notice. An inspection to determine compliance with this Notice will be conducted on or after 30 days from the date of inspection.
This initial and the first re-inspection are at no charge. If subsequent re-inspections are needed to ensure compliance, you will be charged the current fee schedule.
If you fail to comply with this notice, you may be liable for the penalties provided for by law for such violations.

Inspection Topics:

Fire Extinguishers

Fire Extinguisher Required Location

906.1 Where required. Portable fire extinguishers shall be installed in the following locations. 1. In new and existing Group A, B, E, F, H, I, M, R-1, R-2, R-4 and S occupancies.

Status: FAIL

Notes: Upstairs, remount missing fire extinguisher.

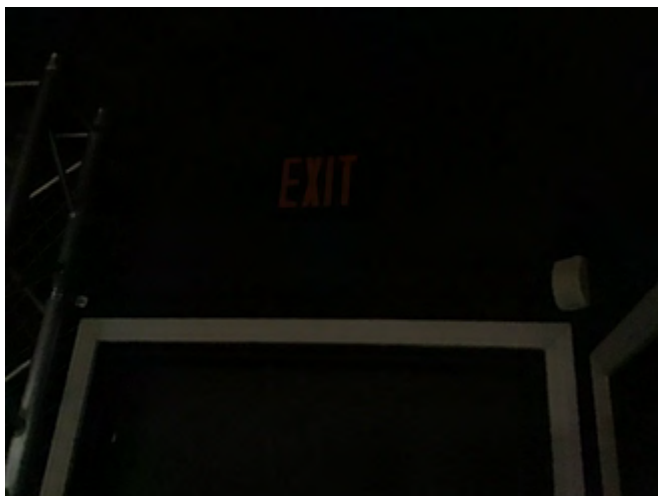
Emergency Lights & Exit Signs

Exit Signs - Illumination

1013.3 Illumination. Exit signs shall be internally or externally illuminated. 1013.5 Internally illuminated exit signs. Electrically powered, self-luminous and photoluminescent exit signs shall be listed and labeled in accordance with UL 924 and shall be installed in accordance with the manufacturer's instructions and Section 604. Exit signs shall be illuminated at all times.

Status: FAIL

Notes: East exit sign is not illuminated.



Fire Sprinkler System

Sprinkler Heads under Obstructions >4 Feet

903.3.3 Obstructed locations. Automatic sprinklers shall be installed with due regard to obstructions that will delay activation or obstruct the water distribution pattern. Automatic sprinklers shall be installed in or under covered kiosks, displays, booths, concession stands or equipment that exceeds 4 feet in width.

Status: FAIL

Notes: Near, large walk-in cooler. Storage space was added. Space appears to be greater than 4'x4', sprinkler protection will need to be added.



Means of Egress & Corridors

Means of Egress Unobstructed

1003.6 Means of egress continuity. The path of egress travel along a means of egress shall not be interrupted by a building element other than a means of egress component as specified in this chapter. Obstructions shall not be placed in the minimum width or required capacity of a means of egress component except projections permitted by this chapter. The minimum width or required capacity of a means of egress system shall not be diminished along the path of egress travel.

Status: FAIL

Notes: Keep stairs clear of storage.



Combustible, General & Outside Storage

Proper Ceiling Clearance - 18"/24"

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

Status: FAIL

Notes: Upstairs, top of storage on shelves not located against the wall must be at least 18" from the ceiling.



Proper Clearance from Heating Appliance

315.3 Storage in buildings. Storage of materials in buildings shall be orderly and stacks shall be stable. Storage of combustible materials shall be separated from heaters or heating devices by distance or shielding so that ignition cannot occur.

Status: FAIL

Notes: Keep clear space around furnace.



Miscellaneous

No Other Unsafe Conditions

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

Status: FAIL

Notes: Kitchen cooking arrangement has changed since last fire inspection. One of the Fryers is located outside the exhaust hood. All cooking appliances have to be located at least 6" inside the exhaust hood.

Additional Time Spent on Inspection:

Category	Start Date / Time	End Date / Time
----------	-------------------	-----------------

Notes: No Additional time recorded

Total Additional Time: 0 minutes

Summary:

Overall Result: Correction Notice Issued

Inspector Notes:

Closing Notes:

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

Inspector:

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



Signed on: 10/21/2021 14:22

Signature

Date

Representative Signature:

Signature of: Monika Barnes on 10/21/2021 14:49



Signature

Date

Services <<https://directory.iowa.gov/service/Index?>

_ga=1.101492737.1604613096.1488473035&ia_slv=1636030120133>

License Application (LC0044005)

Agencies <https://directory.iowa.gov/?ia_slv=1636030120133>

Social <https://directory.iowa.gov/social/Index?ia_slv=1636030120133>

<https://www.iowa.gov/search/google?ia_slv=1636030120133>

▪ Applicant

Name of Legal Entity : Fiesta North Liberty Inc

Name of Business(DBA) : Fiesta Mexican Restaurant

Address of Premises : 720 Pacha Parkway Suite 2 & 3

City : North Liberty

County : Johnson

Zip : 52317

Business : (515) 262-1520

Mailing Address: 720 Pacha Parkway Suite 2 & 3

City : North Liberty

State : Iowa

Zip : 52317

▪ Contact Person

Name : Antonio Berber

Phone : (515) 802-7464

Email : ab@fiestadsm.com

- **License Information**

License Number : LC0044005

License/Permit Type : Class C Liquor License

Term : 12 Month

Status : Submitted to Local Authority

Effective Date : 2021-11-01

Expiration Date : 2022-10-31

Sub-Permits/Privileges : Sunday Sales

Last Day of Business :

- **Status of Business**

Business Type : Privately Held Corporation

- **Ownership**

Antonio Berber

City : Adel

State : Iowa

Zip : 50003

Position : Owner

% of ownership : 100

U.S. Citizen : Yes

- **Insurance Company Information**

Insurance Company : Society Insurance

Policy Effective Date : 2021-11-01

Policy Expiration : 2022-11-01

Bond Effective :

Dram Cancel Date :

Outdoor Service Effective :

Outdoor Service Expiration :

Temp Transfer Effective Date :

Temp Transfer Expiration Date :

-

-



North Liberty Police Department

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

September 23, 2021

Liquor License Check

Business: Fiesta Mexican Restaurant
720 Pacha Parkway Units 2 & 3
North Liberty, IA 52317

Owners: Antonio Berber (DOB: 1985)

The North Liberty Police Department does not have any documented contacts with the owners or premise in conflict with their liquor license.

I recommend the license be granted.

This record check was conducted by Sergeant Mitch Seymour.



North Liberty Fire Department

Occupancy: **Fiesta Mexican Restaurant**

Occupancy ID: **AZUL01**

Address: **720 Pacha PKY Apt/Suite #2-3
North Liberty IA 52317**

Inspection Type: **Liquor License Inspection**

Inspection Date: **10/11/2021**

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

Time In: **14:47**

Time Out: **15:02**

Authorized Date: **10/11/2021**

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



Form: General Fire
Inspection Checklist 1.0

Inspection Description:

ORDER TO COMPLY:

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

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

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

Inspection Topics:

Combustible, General & Outside Storage

Oily Rags Stored in Approved Containers

304.3.1 Spontaneous ignition. Materials susceptible to spontaneous ignition, such as oily rags, shall be stored in a listed disposal container. Contents of such containers shall be removed and disposed of daily.

Status: FAIL

Notes: Obtain metal / non combustible container with lid for greasy rags.

Compressed Gas Cylinders / LPG

Compressed Gas Cylinders Secured or Chained

5303.5.3 Securing compressed gas containers, cylinders and tanks. Compressed gas containers, cylinders and tanks shall be secured to prevent falling caused by contact, vibration or seismic activity. Securing of compressed gas containers, cylinders and tanks shall be by one of the following methods: 1. Securing containers, cylinders and tanks to a fixed object with one or more restraints. 2. Securing containers, cylinders and tanks on a cart or other mobile device designed for the movement of compressed gas containers, cylinders or tanks. 3. Nesting of compressed gas containers, cylinders and tanks at container filling or servicing facilities or in sellers' warehouses not accessible to the public. Nesting shall be allowed provided the nested containers, cylinders or tanks, if dislodged, do not obstruct the required means of egress. 4. Securing of compressed gas containers, cylinders and tanks to or within a rack, framework, cabinet or similar assembly designed for such use. Exception: Compressed gas containers, cylinders and tanks in the process of examination, filling, transport or servicing.

Status: FAIL

Notes: Secure both small cylinders with chain.



Additional Time Spent on Inspection:

Category	Start Date / Time	End Date / Time
----------	-------------------	-----------------

Notes: No Additional time recorded

Total Additional Time: 0 minutes

Inspection Time: 15 minutes

Total Time: 15 minutes

Summary:

Overall Result: Correction Notice Issued

Inspector Notes:

Closing Notes:

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

Inspector:

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



Signed on: 10/11/2021 12:28

Signature

Date

Representative Signature:

Signature of: Cesar Ayala on 10/11/2021 15:02



Signature

Date



State of Iowa ABD approval statement from the following county department

Legal Name of Applicant: _____

Name of Business (DBA): Fiesta Mexican Restaurant

Address of Business: _____

Business Phone: _____

Email: _____

State of Iowa ABD License #: _____

Johnson County Health Department:

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

Name: James Lacina

Title: Environmental Health Manager Date: 11/4/21

Signature: *James Lacina*

U.S. Citizen : Yes

Various Individuals & Trust each holding less than 5%

City : Unknown

State : Iowa

Zip : 55555

Position : Owner

% of ownership : 33.25

U.S. Citizen : Yes

Garrett S. Pklapp

City : Huxley

State : Iowa

Zip : 50124

Position : Owner

% of ownership :

U.S. Citizen : Yes

Fareway Control Trust

City : Boone

State : Iowa

Zip : 50036

Position : Owner

% of ownership : 55.88

U.S. Citizen : Yes

- **Insurance Company Information**

-

-



State of Iowa ABD approval statement from the following county department

Legal Name of Applicant: _____

Name of Business (DBA): Fareway Stores

Address of Business: _____

Business Phone: _____

Email: _____

State of Iowa ABD License #: _____

Johnson County Health Department:

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

Name: James Lacina

Title: Environmental Health Manager Date: 9/15/21

Signature: James Lacina



North Liberty Police Department

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

September 23, 2021

Liquor License Check

Business: Fareway
615 Westwood Dr.
North Liberty, IA 52317

Owners: Garrett Pklapp (DOB: 1981)

The North Liberty Police Department does not have any documented contacts with the owners or premise in conflict with their liquor license.

I recommend the license be granted.

This record check was conducted by Sergeant Mitch Seymour.



License Application

▪ Applicant

Name of Legal Entity : LALA BOUTIQUE LLC

Name of Business(DBA) : LaLa Boutique LLC

Address of Premises : 555 Cameron Way

City : North Liberty

County : Iowa

Zip : 52317

Business : (319) 325-3265

Mailing Address: 965 Olive Court

City : North Liberty

State : Iowa

Zip : 52317

▪ Contact Person

Name : Lashanda Wilks

Phone : (319) 325-3266

Email : shangerdy@yahoo.com

▪ License Information

License Number :

License/Permit Type : Class B Native Wine Permit

Term : 12 Month

Status : Submitted to Local Authority

Effective Date :

Expiration Date :

Sub-Permits/Privileges : Sunday Sales

Last Day of Business :

- **Status of Business**

Business Type : Limited Liability Company

- **Ownership**

LaShanda Wilks

City : North Liberty

State : Iowa

Zip : 52317

Position : Owner

% of ownership : 100

U.S. Citizen : Yes

- **Insurance Company Information**
-
-



North Liberty Police Department

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

October 13, 2021

Liquor License Check

Business: LaLa Boutique
555 Cameron Way #3
North Liberty, IA 52317

Owners: LaShanda Wilks (DOB: 1989)

The North Liberty Police Department does not have any documented contacts with the owner(s) or premise in conflict with their liquor license.

I recommend the license be granted.

This record check was conducted by Sergeant Mitch Seymour.





Zoning Compliance Certificate Application

Fee \$25

Planning Department
319-626-5728
Building Department
319-626-5713

Please provide the following information:

Property Address: 555 Cameron Way #3						
Name of Applying Business: LaLa Boutique LLC				Rents this space <input checked="" type="radio"/> Owns this space <input type="radio"/>		
Applicant Name: <u>LaShanda Wilks</u> Address: <u>965 Olive Ct, North Liberty, IA 52317</u> Phone number(s) cell: <u>319-325-3265</u> alternate phone: _____ Email Address: <u>shangerdy@yahoo.com</u>						
Please indicate proposed uses and NOTE THE SQUARE FOOTAGE FOR EACH USE IN THE APPLICABLE BOX Total height of shelved items is over 12 feet <input type="radio"/> YES <input type="radio"/> NO <input checked="" type="radio"/> Combustible	PERMANENT RETAIL FIREWORKS SALES	TEMPORARY TENT FIREWORKS SALES	RETAIL 1960	SCHOOL	HOME OCCUPATION	DAYCARE
	ENCLOSED VEHICLE STORAGE	MINOR VEHICLE REPAIR	HOTEL/MOTEL	RESTAURANT	RESIDENTIAL	PLACES OF WORSHIP
	EQUIPMENT SALES	MAJOR VEHICLE REPAIR	VEHICLE SALES	PARKING FACILITY	OUTDOOR DISPLAY	OUTDOOR STORAGE
	INCIDENTAL STORAGE OF COMBUSTIBLES	INCIDENTAL STORAGE OF NONCOMBUSTIBLES	INCIDENTAL STORAGE OF HAZARDOUS MATERIAL	SMALL ANIMAL CARE	MEDICAL	OFFICE
	WAREHOUSE STORAGE OF COMBUSTIBLES	WAREHOUSE STORAGE OF NONCOMBUSTIBLES	WAREHOUSE STORAGE OF HAZARDOUS MATERIAL	MANUFACTURER	FUELING STATION	OTHER
Describe IN DETAIL the use or uses of this space: This will be a women's clothing store. Racks will be metal besides the tables.						
Provide Start-up date: <u>May 8th 2021</u> Provide Number of Employees: <u>1</u>						
Will ALL ACTIVITIES associated with the proposed use be within structure(s) or buildings? YES <input checked="" type="radio"/> If no, describe the activity: NO <input type="radio"/>						
Owner's Certifications: By signing or typing your name, you certify that the information contained in this application and on any accompanying documents is true, that you have the permission of the property owner to perform the work herein described, and that you will comply with Code and covenant restrictions for this property. [Note: Separate applications are required for building, electrical, plumbing, heating, cooling, signs, sewer, and water service.] ONE SIGNATURE & DATE REQUIRED Signature of Authorized Agent: _____ Date: _____ Signature of Owner: <u>LaShanda Wilks</u> Date: <u>3/30/21</u>						

ZONING CERTIFICATE

This certificate issued pursuant to the requirements of the zoning code. The owner and tenant agree to maintain zoning code requirements. The City of North Liberty authorizes the following use:

Permit #:20210152

Property Owner: Cameron Way Partners LLC **Address:** 550 Pond View Drive #1 North Liberty, IA 52317

LaLa Boutique **Address:** 555 Cameron Way North Liberty, IA 52317

Certificate Covers: Suite #3- LaLa Boutique

Special Condition of the Certificate:

Issued By: Kari Warnstaff

Date Issued: 04/06/2021

Services <<https://directory.iowa.gov/service/Index?>

[_ga=1.101492737.1604613096.1488473035&ia_slv=1631881293337>](https://www.google.com/search?ia_slv=1631881293337)

License Application (LE0001589)

Agencies <[https://directory.iowa.gov/?ia_slv=1631881293337>](https://directory.iowa.gov/?ia_slv=1631881293337)

Social <[https://directory.iowa.gov/social/Index?ia_slv=1631881293337>](https://directory.iowa.gov/social/Index?ia_slv=1631881293337)

<[https://www.iowa.gov/search/google?ia_slv=1631881293337>](https://www.iowa.gov/search/google?ia_slv=1631881293337)

▪ Applicant

Name of Legal Entity : Fareway Stores, Inc.

Name of Business(DBA) : Fareway Stores, Inc. #993

Address of Premises : 615 Westwood Drive

City : North Liberty

County : Johnson

Zip : 52317

Business : (319) 626-6798

Mailing Address: 2300 Industrial Park Road PO Box 70

City : Boone

State : Iowa

Zip : 50036

▪ Contact Person

Name : Tracey Wilson

Phone : (515) 433-5336

Email : twilson@farewaystores.com

- **License Information**

License Number : LE0001589

License/Permit Type : Class E Liquor License

Term : 12 Month

Tentative Effective Date : 2021-11-16

Tentative Expiration Date : 2022-11-15

Sub-Permits/Privileges :

- **Status of Business**

Business Type : Privately Held Corporation

- **Ownership**

Fred E. Vitt Control Trust

City : Boone

State : Iowa

Zip : 50036

Position : Owner

% of ownership : 10.87

Instructions on the reverse side

For period (MM/DD/YYYY) ____/____/____ through June 30, ____

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA _____

Physical Location Address _____ City _____ ZIP _____

Mailing Address _____ City _____ State _____ ZIP _____

Business Phone Number _____

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP _____

Mailing Address _____ City _____ State _____ ZIP _____

Phone Number _____ Fax Number _____ Email _____

Retail Information:

Types of Sales: Over-the-counter Vending machine

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store

Grocery store Hotel/motel Liquor store Restaurant Tobacco store

Has vending machine that assembles cigarettes Other _____

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) _____

Name (please print) _____

Signature Douglas M. Reed _____

Signature _____

Date _____

Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375



City Street Finance Report

Fiscal Year 2021

Bureau of Local Systems

North Liberty

Ames, IA 50010

11/4/2021 4:24:32 PM

Expenses

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Salaries - Roads/Streets		\$490,671					\$490,671
Benefits - Roads/Streets		\$238,688					\$238,688
Training & Dues		\$1,104					\$1,104
Building & Grounds Maint. & Repair		\$24,430					\$24,430
Vehicle & Office Equip Operation and Repair		\$52,401					\$52,401
Other Utilities		\$24,990					\$24,990
Insurance		\$25,096					\$25,096
Medical		\$1,247					\$1,247
Street Maintenance Expense		\$92,608					\$92,608
Technology Expense		\$7,428					\$7,428
Other Professional Services		\$919					\$919
Other Contract Services		\$999					\$999
Office Supplies		\$2,883					\$2,883
Operating Supplies		\$15,700					\$15,700
Postage & Safety		\$3,640					\$3,640
New Posts & Signs		\$1,773					\$1,773
Replacement Posts & Signs		\$17,530					\$17,530



City Street Finance Report

Fiscal Year 2021

Bureau of Local Systems

North Liberty

Ames, IA 50010

11/4/2021 4:24:32 PM

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Other Supplies	\$603	\$59,195					\$59,798
Vehicles		\$143					\$143
Buildings		\$1,286					\$1,286
Street - Capacity Improvement					\$4,742,977		\$4,742,977
Street - Preservation	\$6,663						\$6,663
Principal Payment				\$3,264,628			\$3,264,628
Interest Payment				\$567,613			\$567,613
Bond Registration Fees				\$3,989			\$3,989
Transfer Out		\$778,294					\$778,294
Street Lighting		\$62,406					\$62,406
Traffic Control/Safety		\$115,689					\$115,689
Snow Removal		\$193,953					\$193,953
Total	\$7,266	\$2,213,073		\$3,836,230	\$4,742,977		\$10,799,546



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2021

North Liberty

11/4/2021 4:24:32 PM

Revenue

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Levied on Property	\$0		\$0	\$3,989			\$3,989
TIF Revenues				\$3,687,801			\$3,687,801
State Revenues - Road Use Taxes		\$2,738,669					\$2,738,669
Charges/fees						\$0	\$0
Contributions	\$7,266						\$7,266
Proceeds from Debt					\$5,600,527		\$5,600,527
Transfer In				\$144,440	\$633,854		\$778,294
Total	\$7,266	\$2,738,669	\$0	\$3,836,230	\$6,234,381	\$0	\$12,816,546



City Street Finance Report

Fiscal Year 2021

Bureau of Local Systems

North Liberty

Ames, IA 50010

11/4/2021 4:24:32 PM

Bonds/Loans

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
2019A GO Corp Purpose	\$7,595,000	\$790,000	\$151,900	\$670,789	\$128,978	\$6,805,000
2017B GO Corp Purpose	\$5,010,000	\$1,180,000	\$104,681	\$1,180,000	\$104,681	\$3,830,000
2018A GO Corp Purpose	\$4,260,000	\$345,000	\$128,883	\$251,439	\$93,931	\$3,915,000
2017A GO Corp Purpose	\$2,465,000	\$415,000	\$73,950	\$83,000	\$14,790	\$2,050,000
2015A GO Corporate Purpose	\$5,540,000	\$920,000	\$110,800	\$294,400	\$35,456	\$4,620,000
2014C GO Corp Purpose	\$1,605,000	\$305,000	\$32,100	\$305,000	\$32,100	\$1,300,000
2013C	\$1,520,000	\$360,000	\$33,338	\$360,000	\$33,338	\$1,160,000
2012A	\$925,000	\$120,000	\$23,840	\$120,000	\$23,840	\$805,000
2020A General Corporate Purpose	\$10,160,000	\$0	\$182,316	\$0	\$100,499	\$10,160,000



City Street Finance Report

Fiscal Year 2021

Bureau of Local Systems

North Liberty

Ames, IA 50010

11/4/2021 4:24:32 PM

Equipment

Description	Model Year	Usage Type	Cost	Purchased Status
C3500 Concrete Saw	2020	Purchased	\$16,000	No Change
RAM 5500 with snow blade	2020	Purchased	\$76,000	No Change
Bobcat T770 skidsteer	2019	Purchased	\$78,000	No Change
H&H 24 ft. tilt trailer	2019	Purchased	\$8,700	No Change
Stanley 656 BReaker	2008	Purchased	\$12,310	No Change
Vermeer Chipper	2007	Purchased	\$25,000	No Change
Speedflo Paint Sprayer	2005	Purchased	\$6,000	No Change
Air Compressor	2001	Purchased	\$11,802	No Change
Tarrant Leaf Vac	1998	Purchased	\$13,200	No Change
John Deere 5115 M Tractor	2019	Purchased	\$67,303	No Change
Ford F-250 Pickup	2003	Purchased	\$3,000	No Change
FL-70 Bucket Truck	2000	Purchased	\$65,000	Traded
18" Concrete Saw	2008	Purchased	\$5,899	No Change
Bobcat E50 Minihoe	2019	Purchased	\$70,000	No Change
Ford Ranger with topper	2011	Purchased	\$22,432	No Change
John Deere 5115 M Tractor	2012	Purchased	\$61,661	Sold
Case 621Gxt Wheel Loader with plow and wing	2018	Purchased	\$185,000	No Change
Brine Trailer	2017	Purchased	\$15,000	No Change
John Deere 5115 M Tractor	2018	Purchased	\$70,000	No Change
Dodge RAM Crew Cab Truck	2017	Purchased	\$34,000	No Change
Dodge RAM 1500 Crew Cab Truck	2017	Purchased	\$34,000	No Change



City Street Finance Report

Fiscal Year 2021

Bureau of Local Systems

North Liberty

Ames, IA 50010

11/4/2021 4:24:32 PM

Description	Model Year	Usage Type	Cost	Purchased Status
Aerial Platform Lift JLG 6605J	2016	Purchased	\$87,000	No Change
Freightliner Dumptruck with snowplow	2017	Purchased	\$170,000	No Change
Freightliner Dumptruck with snowplow	2017	Purchased	\$180,000	No Change
Freightliner Vactor Truck	2016	Purchased	\$250,000	No Change
Case Backhoe Tractor	2013	Purchased	\$50,375	No Change
International Dump/Snowplow Truck	2016	Purchased	\$162,279	No Change
BMY by Harsco Dump truck	1992	Purchased	\$0	Sold
BMY by Harsco Semi tractor	1991	Purchased	\$0	No Change
Dodge 2500 Pickup	2001	Purchased	\$2,000	No Change
Pace America Push Camera & Trailer	2009	Purchased	\$65,981	No Change
Road Groomer	2012	Purchased	\$16,500	No Change
Allied 96" Snowblower	2012	Purchased	\$28,620	No Change
Hurricane 4020 Leaf Vac	2012	Purchased	\$62,760	No Change
Case Road Grader	2007	Purchased	\$93,850	No Change
International Elgin Whirlwind	2015	Purchased	\$226,182	No Change
International Dump/Snowplow Truck	2011	Purchased	\$150,538	No Change
International Dump/Snowplow Truck	2011	Purchased	\$150,539	No Change
International Dump/Snowplow Truck	2011	Purchased	\$150,539	No Change
Ford F-555 Dump/Snow Plow	2015	Purchased	\$77,123	No Change
Ford F-555 Dump/Snow Plow	2013	Purchased	\$74,750	No Change
Crafco Crack Sealer	2010	Purchased	\$47,351	No Change
Bucket Truck	2020	Purchased	\$75,000	New
Military Tanker Trailer	1980	Purchased	\$1,000	New



City Street Finance Report

Fiscal Year 2021

Bureau of Local Systems

North Liberty

Ames, IA 50010

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Description	Model Year	Usage Type	Cost	Purchased Status
Military Flatbed Trailer	1980	Purchased	\$1,000	New
Utility Tilt Trailer	2019	Purchased	\$10,000	New
John Deere HX10 Mower	2019	Purchased	\$10,000	New
Frontier DM 120 Wing Mower	2014	Purchased	\$10,000	New
John Deere 709 Mower	2014	Purchased	\$4,000	New
Bobcat Rotary Cutter Attachment	2020	Purchased	\$6,000	New
Bobcat Forestry Attachment	2019	Purchased	\$10,000	New
Bobcat Power Broom Attachment	2020	Purchased	\$5,000	New
Ebling Backblade	2019	Purchased	\$7,000	New
HLA Snow Wing	2019	Purchased	\$16,000	New
FSESG Easement Machine	2019	Purchased	\$60,000	New
Dodge RAM 3500 Crew Cab 6.4	2021	Purchased	\$55,000	New



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2021

North Liberty

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Street Projects

Project Description	Contract Price	Final Price	Contractor Name
St. Andrews Drive Improvements - Centennial Park to Kansas Ave.	\$2,346,402	\$2,339,045	Metro Pavers



City Street Finance Report

Fiscal Year 2021

Bureau of Local Systems

North Liberty

Ames, IA 50010

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Summary

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Begining Balance	\$0	\$1,839,930	\$0	\$500	\$2,880,405	\$0	\$4,720,835
SubTotal Expenses (-)	\$7,266	\$1,434,779		\$3,836,230	\$4,742,977		\$10,021,252
Transfers Out (-)		\$778,294					\$778,294
Subtotal Revenues (+)	\$7,266	\$2,738,669	\$0	\$3,691,790	\$5,600,527	\$0	\$12,038,252
Transfers In (+)				\$144,440	\$633,854		\$778,294
Ending Balance	\$0	\$2,365,526	\$0	\$500	\$4,371,809	\$0	\$6,737,835

Resolution Number:

Execution Date: Tuesday, November 9, 2021

Signature: Tracey Mulcahey

CHANGE ORDER
For Local Public Agency Projects

No.: 5

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: October 29, 2021

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

A - Description of change to be made:

0230 - Increase item for "Granular Backfill." Refer to ITC-08 posted to the Plans drawer in Doc Express. Add quantity to account for thickened rock base layer below the 10' x 7' and 14' x 9' culvert installations, and added rock backfill for storm sewer pipe S.26 crossing below the roadway.

0240 - Increase item for "Excavation, Class 20." Refer to ITC-08 posted to the Plans drawer in Doc Express. Add quantity to account for thickened rock base layer below the 10'x7' and 14'x9' culvert installations, and added excavation for storm sewer pipe S.26 crossing below the roadway.

0520 - Increase item for "Subdrain Outlet, DR-303." Add quantity to account for additional subdrain outlets due to lower retaining wall drain tile elevations (groundwater collection) per ITC-07.

8024 - ADD an item for "Traffic Signal Footing Rebar Adjustment." Refer to ITC-13 posted to the Plans drawer in Doc Express. Work consists of removing angled rebar hoops as detailed in the 04-21-20 Standard Road Plan TS-102 and replacing with straight overlap rebar hoops as detailed in the 04-17-18 Standard Road Plan TS-102 Perform work per Standard Specification 2525. 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 new rebar hoops in the signal pole footing.

8025 - ADD an item for "PCC Pavement Cold Weather Protection." Perform work per Standard Specification 2301.03,K.,3. Method of Measurement: By Area (Square Yard). Basis of Payment: Per Standard Specification 2301.05,K.,1.

8026 - ADD an item for "Outcropping Wall Subdrain Trench." Refer to ITC-07 posted to the Plans drawer in Doc Express. Work consists of installing deeper drain tile trenches and revised outlet locations behind Rosetta walls to drain high ground water levels below and behind each wall. Lowered ground water elevations provide recommended global stability conditions for long term benefit. Method of Measurement: Item will not be measured separately for payment. Basis of Payment: Lump Sum. Payment is full compensation for all labor, equipment and materials needed to excavate, remove excess excavated material, furnishing and placing subdrain pipe, laterals, elbows, tees, couplings, trench rock, and engineering fabric behind each outcropping wall in accordance with ITC-07 and the revised outcropping wall shop drawings.

B - Reason for change:

0230 / 0240 - Plan quantities accounted for 6-inch rock base below the culverts, but a 12-inch thick rock base layer was excavated and placed for additional support. An added quantity of excavation and rock backfill was used to install storm sewer pipe S.26 crossing below the roadway.

0520 - Quantity was increased to account for additional subdrain outlet connection required due to lower retaining wall drain tile elevations (groundwater collection) per ITC-07.

8024 - The angled rebar hoops shown in the current version of the TS-102 Standard Road Plan would not allow the traffic signal anchor bolts to be installed correctly. Reverting to the previous version of the detail provides a differently shaped rebar hoop that does not cause this conflict. The DOT approved use of the previous detail to address this issue.

8025 - Due to colder nighttime temperatures, cold weather protection is needed to comply with Standard Specification 2301.03,K.,3. The need for use of cold weather protection is weather dependant, therefore an estimated quantity is provided.

8026 - Global stability analysis of the wall system identified a need for lower drain tile elevations at each wall to drain high ground water levels below and provide recommended global stability conditions for long term benefit.

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

- 0230 - Contract Unit Price
- 0240 - Contract Unit Price
- 0520 - Contract Unit Price
- 8024 - Agreed Lump Sum
- 8025 - Agreed Unit Price
- 8026 - Agreed Lump Sum

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

8024 - An agreed upon lump sum price for the work was established. Cost is considered reasonable based on material and labor necessary to remove the angled rebar hoops and obtain and reinstall new rebar hoops. The cost includes \$100.00 minimum prime contractor markup per Standard Specification 1109.03,B.,3.

8025 - Per Standard Specification 2301.05, K., 1.

8026 - An agreed upon lump sum price for the work was established. Cost is considered reasonable based upon a detailed breakdown of material, labor, and equipment costs submitted by the contractor to complete excavation and remove excavated materials for the installation of a deeper drain tile trench behind each outcropping wall. The cost for additional granular trench backfill is comparable to Item 2402-0425031, Granular Backfill, which has an average bid price of \$27.47/Ton as shown in the November 2020 thru October 2021 IDOT Summary of Awarded Contract Prices. The cost for engineering fabric is comparable to Item 2507-3250005, Engineering Fabric, which has an average bid price of \$3.22/SY as shown in the November 2020 thru October 2021 IDOT Summary of Awarded Contract Prices. The labor and equipment hourly rates are consistent with a review of several other eastern Iowa contractor rates submitted to the Iowa DOT over the last year. 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: see below Unknown at this time

Justification for selection:

SITE 00 - ADD 12.0 working days to Site 00 for extra work associated with deeper drain tile installations behind each row of outcropping walls per ITC-07.

SITE 04 - ADD 1.0 calendar day to Site 04 for extra work associated with additional excavation and rock backfill work below each culvert and for the installation of storm sewer pipe S.26 crossing below the roadway.

The time being added to the above sites of work are based upon the Engineer's estimate of time impacts caused by the extra work.

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		0230	2402-0425030: GRANULAR BACKFILL	\$56.40	97.000	\$5,470.80
x		0240	2402-2720000: EXCAVATION, CLASS 20	\$21.00	97.000	\$2,037.00
x		0520	2502-8221303: SUBDRAIN OUTLET, DR-303	\$302.00	3.000	\$906.00
				Add Row	Delete Row	TOTAL
						\$8,413.80

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		8024	2599-9999010	TRAFFIC SIGNAL FOOTING REBAR ADJUSTMENT	\$1.00	720.680	\$720.68
x		8025	6100-2301010	PCC PAVEMENT COLD WEATHER PROTECTION	\$2.00	4,000.000	\$8,000.00
x		8026	2599-9999010	OUTCROPPING WALL SUBDRAIN TRENCH	\$1.00	42,140.230	\$42,140.23
				Add Row	Delete Row	TOTAL	
						\$50,860.91	

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:	6	Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> ENGINEER
FROM				PERIOD TO:	10/30/21	
CONTRACTOR:	Peterson Contractors, Inc. 104 Blackhawk Street, P.O. Box A Reinbeck, Iowa 50669	VIA ENGINEER:	Shive-Hattery, Inc. 2839 Northgate Drive Iowa City, Iowa 52245	PROJECT NO.:	STP-U-5557(622)--70-52	
				CONTRACT ID:	52-5557-622	
				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.

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

1. ORIGINAL CONTRACT SUM	\$	<u>7,882,878.58</u>
2. Net Change by Change Orders	\$	<u>120,257.35</u>
3. CONTRACT SUM TO DATE	\$	<u>8,003,135.93</u>
4. TOTAL COMPLETED & STORED TO DATE	\$	<u>4,472,510.48</u>
5. RETAINAGE 3 % of Completed Work & Stored Material	\$	<u>30,000.00</u>
6. TOTAL EARNED LESS RETAINAGE	\$	<u>4,442,510.48</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	<u>4,069,575.09</u>
8. CURRENT PAYMENT DUE	\$	<u>372,935.39</u>

CONTRACTOR: Peterson Contractors, Inc.
 By: [Signature] Date: 11/3/21

State of:
 County of:
 Subscribed and sworn to before me this 3rd day of November 2021

Notary Public: Jennifer R Wissler
 My Commission expires: 1/4/22



9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 3,560,625.45
 (This amount will decrease, as Change Orders do not yet reflect items deleted or decreased in quantity - see summary sheet for est. final totals)

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.)

\$ 372,935.39

ENGINEER: [Signature]
 By: _____

Date: 11/03/2021

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 352,903.69	\$ 291,921.05
Total approved this Month	\$ 59,274.71	\$ -
TOTALS	\$ 412,178.40	\$ 291,921.05
NET CHANGES by Change Order	\$ 120,257.35	\$ -

PAYMENT APPLICATION

TO: City of North Liberty, Iowa 3 Quail Creek Circle North Liberty, Iowa 52317 Attn:	PROJECT NAME AND LOCATION: NL Centennial Park Loop Drive NL Centennial Park Loop Drive Improvements North Liberty, Iowa 52317	APPLICATION # 2 PERIOD THRU: 10/28/2021 PROJECT #s: 1191820 DATE OF CONTRACT: 08/18/2021	Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> <input type="checkbox"/>
FROM: All American Concrete, Inc. 1489 Highway 6 West Liberty, IA. 52776	ARCHITECT: Shive Hattery, Inc. 2839 Northgate Drive Iowa City, Iowa 52245		
FOR: North Liberty Centennial Park Loop Drive Improvements			

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

1. CONTRACT AMOUNT	\$514,900.00
2. SUM OF ALL CHANGE ORDERS	\$10,019.00
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$524,919.00
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$379,749.00
5. RETAINAGE:	
a. 5.00% of Completed Work (Columns D + E on Continuation Page)	\$18,987.45
b. 0.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$18,987.45
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$360,761.55
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$158,241.50
8. PAYMENT DUE	\$202,520.05
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$164,157.45

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$10,019.00	\$0.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$10,019.00	\$0.00
NET CHANGES	\$10,019.00	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: All American Concrete, Inc.

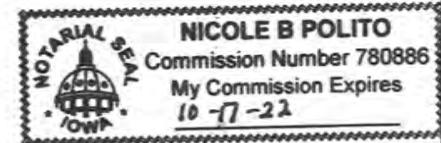
By: Jodi Simon Date: 10-28-21
Jodi Simon

State of: Iowa

County of: Muscatine

Subscribed and sworn to before me this 28th day of Oct. 2021

Notary Public: Nicole Polito
My Commission Expires: 10/17/22



ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT..... \$202,520.05

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT: Chris Whitten
By: _____ Date: 10/29/2021

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.



American Rescue Plan Act Funds Discussion



To **North Liberty Mayor & Council**
 From **Ryan Heiar, City Administrator**
 Date **November 4, 2021**
 Re **American Rescue Plan Act (ARPA) Funds, Discussion #2**

At the August 24 City Council meeting, the Council was presented with a memo (attached) highlighting the recently approved administrative rules for spending the \$2.9 million in ARPA funds allocated and partially distributed to North Liberty. In addition, the City Council discussed high level ideas and concepts on how this money could be allocated. A summary of takeaways from the discussion is as follows:

- Consider working with local social service agencies to expand and/or fill service gaps;
- Consider supporting affordable housing through partnerships with local agencies and developers;
- Consider water, wastewater and/or storm water projects with the intent to keep rates steady;
- Not interested in direct payments to residents; rather, work through social service agencies who can better provide direct support to those in need;
- Consider spending money immediately; "do not want to hold onto funds."

Since the August meeting, the Mayor and staff have had conversations with local social service providers and have researched the other high-level ideas offered by the City Council. The information and ideas below are provided in order to dig deeper into the conversation and decision making of how to invest the ARPA money. The discussion does not have to be limited to the ideas below; rather, they should be considered a starting point; a way to move the discussion forward. At this point, nothing – other than what is illegal according to the ARP Act – should be considered off the table.

Since the pandemic began, the City has received or been awarded nearly \$3.5 million in state and/or federal financial aid:

Emergency Childcare Grant	\$9,243.26
Summer Lunch Grant	\$11,348.47
FEMA Reimbursement	\$15,403.79
CARES Act Funds	\$463,471.78
ARPA Funds	\$2,906,110.44
Recreation Center Revenue Recovery Grant	<u>\$63,839.28</u>
	\$3,469,417.02

The focus of this conversation is on the \$2.9 million in ARPA funds.

The chart below offers further refinement of the ideas previously discussed by the City Council.

<p>Affordable Housing Program</p>	<p>\$350,000</p>	<p>In a conversation with the Johnson County Housing Trust Fund (JCHTF) Director, Ellen McCabe outlined several options for an affordable housing project in North Liberty. In summary, the City would assist in developing parameters for a project (i.e. income eligibility requirements, owner-occupied vs. rental, loan vs. grant, etc.). Once a project scope is approved by the City Council, JCHTF would administer the program until the funds are exhausted. If funding is still available after the initial project, the scope and applicant pool could be expanded, or the City could reallocate the funds to another eligible project.</p>
<p>Workforce Housing Program</p>	<p>\$100,000</p>	<p>The State of Iowa offers a workforce housing tax credit program that requires City participation of \$1,000/unit. Earmarking funds in anticipation that developers would apply for and receive state approval will encourage construction of workforce housing in North Liberty. Substantial job growth is projected for North Liberty over the next few years and many of those employees will need housing in North Liberty.</p>
<p>Social Service Support</p>	<p>\$300,000</p>	<p>There are many local and highly efficient social service agencies providing services to area residents. Financial assistance to one or more of these agencies will help expand and/or fill gaps in service areas. For example, the North Liberty Community Food Pantry is finalizing a strategic plan that calls for more work to be done in other areas such as availability of toiletries, educational opportunities and mental health (see attached memo from Mayor Donahue). ARPA funding, coupled with the use of free office space at the newly renovated Ranshaw House, will have a significant impact on social service offerings in North Liberty.</p>
<p>Water & Sewer Projects</p>	<p>\$1,500,000</p>	<p>If the City Council has interest in using a portion of the ARPA funds to offset project costs within the enterprise funds, as part of the FY23 budget preparation, staff will evaluate which potential projects would have the most significant impact on user rates over the next couple of years. The idea behind this approach is to supplement user fees with ARPA money to minimize potential rate increases within the utility funds.</p>

Stormwater GIS Program	\$200,000	The City has completed GIS mapping of water and wastewater infrastructure and the result is very impressive. This tool will allow public works staff to quickly and accurately locate utilities from any web-based device, store and access detailed information and specifications for all utilities in one central location, implement real time map updates and much more. The remaining piece of this project, which is the most expensive piece because there are so many data points, is mapping the stormwater infrastructure. Once the existing infrastructure is mapped, staff can collect new data points as projects are constructed, resulting in real time updates to the maps.
Centennial Park Splash Pad	\$456,110	The ARP Act includes language and a formula that allows cities to capture revenue lost during the pandemic. Using this formula, staff has calculated a revenue loss of over \$600k. These dollars have minimal restrictions compared to the remaining ARPA funds. One idea is to invest in a project that has a long-term benefit for residents. The future splash pad (and accompanying amphitheater/shelter) will offer free community entertainment for many years in North Liberty.
TOTAL	\$2,906,110	

In summary, the ideas and dollar amounts listed above are meant to spur discussion and generate thoughts as to how the City Council would like to spend ARPA funds. The City can begin spending this money immediately and has until December 2026 to exhaust all \$2.9 million. The intent of Tuesday's conversation is not necessarily to allocate all of the funds; rather to take another step forward in identifying programs and projects.



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

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

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

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

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

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

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

1. Support public health expenditures

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

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

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

3. Replace lost public sector revenue

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

4. Provide premium pay for essential workers

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

5. Invest in water, sewer, and broadband infrastructure

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

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

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

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

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

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

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

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

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

North Liberty Pantry Interview

With Kaila Rome

August 30, 2021

An interview was held with the above named to understand the needs of the organization.

Key Points:

- 1) The key item for the pantry is space. They believe there is a need for an additional 2500 Sq. ft. Reasons are the pantry cannot add additional help for the program. Areas are limited as to food storage with which nearly 500,000 pounds are distributed per year. Staff have no privacy areas in which to talk with patrons who request such. Now they need to talk in an open waiting room.
- 2) Covid has forced to serve minimal persons at one time in the facility. The number is 2 until 1 in/one out. Any other persons must wait outside or in their vehicles until their turn comes up.
- 3) Rent/utility assistance. In light of these needs, the local churches can help some. The bigger issue is persons must go to Iowa City for information, making applications, submitting necessary proof of need. Proof includes prior or current pay stubs, other financial help they are getting such as Social Security, SSI. The pantry is willing to provide help in these areas to cut down on the number of trips which may be needed if provided the capabilities.
- 4) Families are cutting their food budget to pay for outside needs. Pantry staff are endeavoring to teach clients to bulk up on foods, etc., in order available at the pantry to have a better buffer to better address outside costs.
- 5) Food has been available on a no-cost basis at this from HACAP and other agencies. How long this will last is uncertain. If start losing this, an additional \$1000 per week would have to be paid out of the pantry's budget.
- 6) SNAP Benefits. The benefits have increased in terms of additional money being added to SNAP cards. This is only temporary and may be taken away in September or soon thereafter. The added benefits has helped persons in need to provide a bridge for family costs.

Page 2 – NL Pantry Interview

- 7) Toiletries are in high demand. These include personal hygiene products, diapers especially. A limit on diapers must be invoked from time to time because of limited supply. When the pantry tries to buy diapers, there are no allowances made by local vendors for decreased pricing. Everyone pays market price.
- 8) Internet affordability. The reasons for non-use include price for the service, available computers. The library has picked some of the slack. Need is increasing because persons must complete job applications, applications for various services and school work.
- 9) Gas vouchers. There is call upon the pantry to provide some funding for gasoline vouchers. These could be limited to one voucher per month for \$10-15 controlled/monitored by the pantry.
- 10)
Work attire program. Persons who have obtained a job which calls for a specific type of uniform and work shoes would be helpful. Persons do not have the money to buy such right away and be employment ready.
- 11)
The pantry would like to start or restart a community meal to be held one time per month or quarter. Apparently Coralville has done this and averages about 500 persons. The meal is open to all.

These notes are for your use in deliberating future fund requests.



Urban Renewal Plan Amendment

SET DATE FOR HEARING ON
DESIGNATION OF EXPANDED URBAN
RENEWAL AREA AND URBAN RENEWAL
PLAN AMENDMENT

421033-86

North Liberty, Iowa

November 9, 2021

The City Council of the City of North Liberty, Iowa, met on November 9, 2021, at _____ o'clock, ____m., at the _____, in the City, for the purpose of setting a date for a public hearing on the designation of an expanded urban renewal area and on a proposed urban renewal plan amendment. The Mayor presided and the roll being called, the following members of the Council were present and absent:

Present: _____

Absent: _____.

The Mayor announced that an amendment to the boundaries of the North Liberty Urban Renewal Area had been prepared, along with an amendment to the urban renewal plan for the area, and that it was now necessary to set a date for a public hearing on the proposed amended area and proposed amendment to the urban renewal plan. Accordingly, Council Member _____ moved the adoption of the following resolution entitled "Resolution Setting Date for a Public Hearing on Designation of the Expanded North Liberty Urban Renewal Area and on Urban Renewal Plan Amendment," and the motion was seconded by Council Member _____. Following due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as follows:

Resolution No. 2021-103

RESOLUTION SETTING DATE FOR PUBLIC HEARING ON DESIGNATION OF THE EXPANDED NORTH LIBERTY URBAN RENEWAL AREA AND ON URBAN RENEWAL PLAN AMENDMENT

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

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

WHEREAS, this City Council is desirous of obtaining as much information as possible from the residents of the City before making this decision; and

WHEREAS, an amendment (the "Amendment") to the Plan has been prepared which (1) covers the addition of the Property to the Urban Renewal Area; and (2) authorizes the undertaking of new urban renewal projects in the Urban Renewal Area consisting of (a) constructing, furnishing and equipping a new City Hall; and (b) using tax increment financing to pay the costs of extending North Jones Boulevard; and

WHEREAS, it is now necessary that a date be set for a public hearing on the designation of the expansion of the Urban Renewal Area and on the Amendment;

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

Section 1. This City Council will meet at the Council Chambers, North Liberty, Iowa, on December 14, 2021, at 6:30 p.m., at which time and place it will hold a public hearing on the designation of the expanded Urban Renewal Area described in the preamble hereof and on the Amendment.

Section 2. The City Clerk shall publish notice of said hearing, the same being in the form attached hereto, which publication shall be made in a legal newspaper of general circulation in North Liberty, which publication shall be not less than four (4) and not more than twenty (20) days before the date set for hearing.

Section 3. Pursuant to Section 403.5 of the Code of Iowa, the City Administrator and/or the Assistant City Administrator are hereby designated as the City's representatives in connection with the consultation process which is required under that section of the urban renewal law. It is hereby directed that representatives of Johnson County, the Iowa City Community School District and the Clear Creek Amana Community School District be invited to participate in the consultation.

Section 4. The proposed Amendment is hereby submitted to the City's Planning and Zoning Commission for review and recommendations, as required by Section 403.5, Code of Iowa.

Passed and approved November 9, 2021.

Mayor

Attest:

City Clerk

NOTICE OF PUBLIC HEARING ON DESIGNATION OF EXPANDED NORTH LIBERTY URBAN RENEWAL AREA AND ON PROPOSED URBAN RENEWAL PLAN AMENDMENT

Notice Is Hereby Given: That at 6:30 p.m. at the Council Chambers North Liberty, Iowa, on December 14, 2021, the City Council of the City of North Liberty will hold a public hearing on the question of amending the urban renewal plan (the "Plan") for the North Liberty Urban Renewal Area and designating expanded North Liberty Urban Renewal Area (the "Urban Renewal Area"), pursuant to Chapter 403, Code of Iowa, by adding certain real property situated in the City of North Liberty, Johnson County, State of Iowa described as follows:

The east 40 feet of the Northeast Quarter of Section 11, Township 80 North, Range 7 West of the 5th P.M., Johnson County, Iowa. Area: 2.4 acres more or less; and

That part of the Northwest Quarter of Section 12, Township 80 North, Range 7 West of the 5th P.M., North Liberty, Johnson County, Iowa, including the easterly 33 feet of Lot 107 of Inter-City Industrial Park, Part Two (Final Plat recorded in Plat Book 32, Page 64 at the Johnson County Recorder's Office), described as follows:

Beginning at the Southwest Corner of said Northwest Quarter;

thence North 0°41'14" West 2656.06 feet along the west line of said Northwest Quarter (assumed bearing for this description only) to the Northwest Corner of said Northwest Quarter;

thence South 89°45'42" East 33.00 feet along the north line of said Northwest Quarter;

thence South 0°41'14" West 2524.09 feet along a line parallel with and 33 feet in perpendicular distance east of the west line of said Northwest Quarter to a point of intersection with the north line of a boundary survey recorded in Plat Book 37, Page 89 at the Johnson County Recorder's Office;

thence North 89°25'34" West 3.00 feet along said north line;

thence South 0°41'14" East 132.16 feet along a line parallel with and 30 feet in perpendicular distance east of the west line of said Northwest Quarter to a point of intersection with the south line of said Northwest Quarter;

thence North 89°25'34" West 30.01 feet along said south line to the point of beginning and containing an area of 2.0 acres more or less.

The proposed amendment to the Plan brings the property described above under the Plan and makes it subject to the provisions of the Plan. The amendment includes the authorization of new urban renewal projects in the Urban Renewal Area consisting of (1) constructing, furnishing

and equipping a new City Hall; and (2) using tax increment financing to pay the costs of extending North Jones Boulevard.

At said hearing any interested person may file written objections or comments and may be heard orally with respect to the subject matters of the hearing.

Tracey Mulcahey
City Clerk

.....

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

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

Certain real property situated in the City of North Liberty, Johnson County, State of Iowa, described as follows:

The east 40 feet of the Northeast Quarter of Section 11, Township 80 North, Range 7 West of the 5th P.M., Johnson County, Iowa. Area: 2.4 acres more or less; and

That part of the Northwest Quarter of Section 12, Township 80 North, Range 7 West of the 5th P.M., North Liberty, Johnson County, Iowa, including the easterly 33 feet of Lot 107 of Inter-City Industrial Park, Part Two (Final Plat recorded in Plat Book 32, Page 64 at the Johnson County Recorder's Office), described as follows:

Beginning at the Southwest Corner of said Northwest Quarter;

thence North 0°41'14" West 2656.06 feet along the west line of said Northwest Quarter (assumed bearing for this description only) to the Northwest Corner of said Northwest Quarter;

thence South 89°45'42" East 33.00 feet along the north line of said Northwest Quarter;

thence South 0°41'14" West 2524.09 feet along a line parallel with and 33 feet in perpendicular distance east of the west line of said Northwest Quarter to a point of intersection with the north line of a boundary survey recorded in Plat Book 37, Page 89 at the Johnson County Recorder's Office;

thence North 89°25'34" West 3.00 feet along said north line;

thence South 0°41'14" East 132.16 feet along a line parallel with and 30 feet in perpendicular distance east of the west line of said Northwest Quarter to a point of intersection with the south line of said Northwest Quarter;

thence North 89°25'34" West 30.01 feet along said south line to the point of beginning and containing an area of 2.0 acres more or less.

STATE OF IOWA
JOHNSON COUNTY
CITY OF NORTH LIBERTY

SS:

I, the undersigned, City Clerk of the City of North Liberty do hereby certify that pursuant to the resolution of its City Council fixing a date of public hearing on the question of designating the expanded North Liberty Urban Renewal Area for the City and on a proposed urban renewal plan amendment, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City, and copies were sent to the county and school district.

WITNESS my hand this ____ day of _____, 2021.

City Clerk

(Attach here publisher's affidavit of publication of notice.)

(PLEASE NOTE: This certificate must not be dated until the publication has been made and you have reviewed it to be sure that the notice was published on the date indicated in the attached affidavit.)

STATE OF IOWA
JOHNSON COUNTY
CITY OF NORTH LIBERTY

SS:

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

WITNESS my hand this ___ day of _____, 2021.

City Clerk

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

December, 2021

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

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

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

A.

Name of Project: City Hall Project

Name of Urban Renewal Area: North Liberty Urban Renewal Area

Date of Council Approval of the Project: December 14, 2021

Description of Project and Project Site: The City Hall Project will consist of the construction, furnishing and equipping of a new city hall situated at 360 North Main Street in the Urban Renewal Area.

The completed City Hall Project will have a direct, positive impact on increased and improved commerce and development in the Urban Renewal Area through the provision of enhanced municipal services and municipal facilities.

Description of Use of TIF for the Project: The City will use its urban renewal authority to aid in the authorization of general obligation bonds (the “Bonds”) in an approximate principal amount not to exceed \$9,300,000 to finance the City Hall Project. The City does not intend to apply incremental property tax revenues to the repayment of the Bonds. If the City determines to apply incremental property tax revenues to the repayment of the Bonds in the future, the City will amend the Plan to reflect the required analysis under Section 403.5(2)(b)(1) of the Code of Iowa prior to the issuance of such Bonds.

B.

Name of Project: North Jones Boulevard Street Extension Project

Name of Urban Renewal Area: North Liberty Urban Renewal Area

Date of Council Approval of Project: December 14, 2021

Description of Project and Project Site: The North Jones Boulevard Street Extension Project will consist of the extension of North Jones Boulevard from its intersection with Penn Street on the south and continuing north to 240th Street and will include street paving; the construction of sanitary sewer, water and storm water drainage system improvements; the construction of sidewalk and curb and gutter improvements; the installation of street lighting and signage; and the incidental utility, landscaping, site clearance and cleanup work related thereto.

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

Description of Use of TIF for the Project: It is anticipated that the City will pay for the North Jones Boulevard Street Extension Project with borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In any case, the City’s obligations (the “Obligations”) will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City’s use of incremental property tax revenues for the North Jones Boulevard Street Extension Project will not exceed \$4,000,000, plus any interest expense incurred on the Obligations.

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

Constitutional debt limit of the City:	<u>\$94,691,097</u>
Outstanding general obligation debt of the City:	<u>\$42,495,000</u>
Proposed TIF debt to be incurred under the December, 2021 Amendment:	<u>\$ 4,000,000</u>

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

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thence North 89°25'34" West 30.01 feet along said south line to the point of beginning and containing an area of 2.0 acres more or less.



**US Cellular
Communications Tower**

SCOPE OF WORK

PROJECT DESCRIPTION
 PROJECT TYPE: 100' MONOPOLE
 EQUIPMENT: OUTDOOR LTE CABINET(S) ON CONC. EQUIP. PAD
 LEASE AREA: 50' x 50'

RF DESCRIPTION (VERIFY WITH RFDS)
 PRO. ANTENNA C/L: 95' A.G.L.
 ANTENNAS: (6) PRO. PANEL ANTENNA(S)
 CABLES: (2) PRO. HYBRID LINE(S)
 (1) PRO. POWER LINE(S)
 EQUIPMENT: (3) PRO. SURGE PROTECTOR(S)
 (9) PRO. REMOTE RADIO UNIT(S)



**PENN LANDING (7601155)
 NORTH LIBERTY, IOWA
 MODERNIZATION NEW SITE BUILD DRAWINGS
 DX112-RRU4478: E// B71/B12 / B2/B66 / (2T4R OR 4T4R) B5
 100' MONOPOLE**

CONSULTANT:

 624 WATER STREET
 PRAIRIE DU SAC, WI 53578
 608.544.1445 VOICE
 608.444.1549 FAX
 www.edgeconsul.com

CLIENT:

 U.S. CELLULAR
 8410 W. BRYN MAWR AVE.
 SUITE 700
 CHICAGO, IL 60631

**TITLE SHEET
 PENN LANDING (7601155)
 NORTH LIBERTY, IOWA**

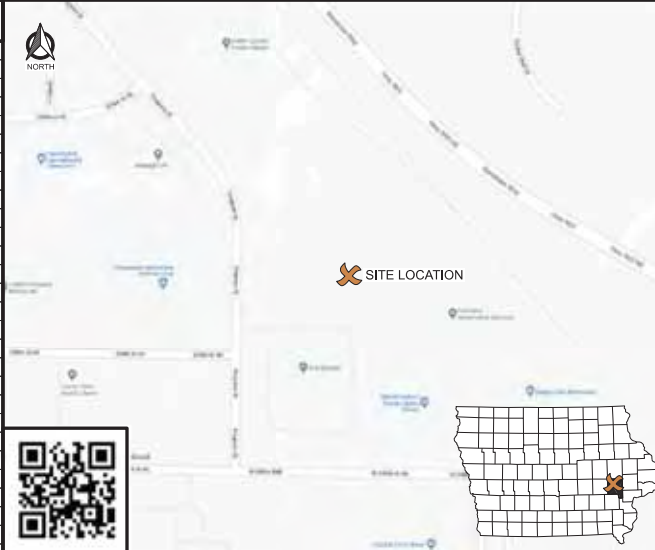
INT.	DATE:	DESCRIPTION:
LMK	02/26/21	REV. A
JSM	06/23/21	REV. 0
JLM	08/04/21	REV. 1
LMK	10/29/21	REV. 2

CHECKED BY:	DCL
PLOT DATE:	11/11/2021
PROJECT NUMBER:	28277
SET TYPE:	FINAL
SHEET NUMBER:	G-001

SHEET INDEX

NO.:	SHEET TITLE
G-001	TITLE SHEET
G-002	GENERAL SPECIFICATIONS
G-003	GENERAL SPECIFICATIONS
G-004	GENERAL SPECIFICATIONS
C-101	SITE PLAN
C-102	ENLARGED SITE PLAN
C-103	GRADING PLAN
C-501	CONSTRUCTION DETAILS
C-502	FENCE DETAILS
C-503	MUNICIPALITY DRIVEWAY DETAILS
L-101	LANDSCAPE PLAN
A-001	EQUIPMENT PAD NOTES
A-002	EQUIPMENT CABINET SPECIFICATIONS
A-101	EQUIPMENT PAD PLAN
A-102	EQUIPMENT PAD PLAN
A-201	EQUIPMENT PAD ELEVATIONS
A-501	EQUIPMENT PAD DETAILS
T-001	ANTENNA SPECIFICATIONS
T-002	EQUIPMENT SPECIFICATIONS
T-003	MOUNTING SPECIFICATIONS
T-201	SITE ELEVATION
T-301	ANTENNA CONFIGURATION
T-501	INSTALLATION DETAILS
T-502	CABLE DETAILS
T-503	CABLE BANDING DETAILS
T-504	ICE BRIDGE DETAILS
T-505	PLUMBING DIAGRAM
E-101	GROUNDING PLAN
E-501	GROUNDING DETAILS
E-502	GROUNDING DETAILS
E-503	UTILITY DETAILS
E-504	UTILITY RACK DETAILS

SITE LOCATION MAP



DIRECTORY

CLIENT:
 U.S. CELLULAR
 800 CORNERSTONE DRIVE
 KNOXVILLE, TN 37932
 CONTACT: MARK HEET

ENGINEERING COMPANY:
 EDGE CONSULTING ENGINEERS, INC.
 624 WATER STREET
 PRAIRIE DU SAC, WI 53578
 CONTACT: DAVID LYSHEK

SITE ACQUISITION:
 FIRST AMERICAN SITE ACQUISITION
 PO BOX 481
 RIVERSIDE, IA 52327
 CONTACT: JULIE SHEBEK

SURVEYOR:
 MERIDIAN SURVEYING, LLC
 N8774 FIRELANE 1
 MENASHA, WI 54952
 CONTACT: CRAIG KEACH
 PHONE: 920,993,0881

CONSTRUCTION MANAGER:
 GSS, INC.
 311 109TH STREET
 URBANDALE, IA 50322
 CONTACT: VINCENT ABBEN

PROJECT INFO

SITE LOCATION:
 1280 PROGRESS STREET NW
 NORTH LIBERTY, IA 52317

E911 ADDRESS:
 1302 PROGRESS STREET
 NORTH LIBERTY, IA 52317

SITE #: 7601155

FCC #: (IF APPLICABLE)

PROPERTY OWNER:
 ROBERT & ROBIN SCHULTY
 1645 120TH STREET
 WELLMAN, IA 52356
 PHONE: 319,530,4604

TOWER OWNER:
 U.S. CELLULAR
 8410 W. BRYN MAWR AVE.; SUITE 700
 CHICAGO, IL 60631

SITE COORDINATES (PER 1-A CERTIFICATE):
 AT TOWER BASE
 LAT: 41°45'-39.29"
 LONG: 91°36'-45.62"
 GROUND ELEVATION (NAVD 88): 795.2'

PLSS INFORMATION:
 PART OF SW1/4 OF
 SECTION 1, T.80N., R.7W.,
 CITY OF NORTH LIBERTY,
 JOHNSON COUNTY
 IOWA

TAX KEY NUMBER:
 0601370001

UTILITY INFORMATION

ELECTRIC SERVICE PROVIDER
 LINN COUNTY REC
 CONTACT:
 PHONE: 800-332-5420

FIBER BACKHAUL
 UP/N DARK FIBER TO
 SWAN LAKE (760398)



TO OBTAIN LOCATION OF PARTICIPANTS' UNDERGROUND FACILITIES BEFORE YOU DIG IN IOWA, CALL DIGGER'S HOTLINE

TOLL FREE: 1-800-292-8989
 FAX A LOCATE: 1-319-322-2400

IOWA STATUTE 480.4 (1993) REQUIRES MIN. OF 2 WORK DAYS NOTICE BEFORE YOU EXCAVATE

ENGINEER SEAL:



I HEREBY CERTIFY THAT THIS PLAN SET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION OTHER THAN THE EXCEPTIONS NOTED IN THE SHEET INDEX, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE:

DATE: 11-01-21

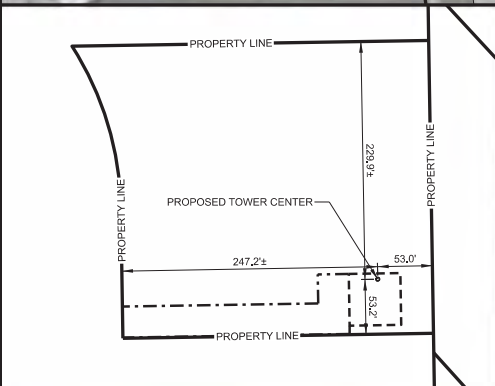
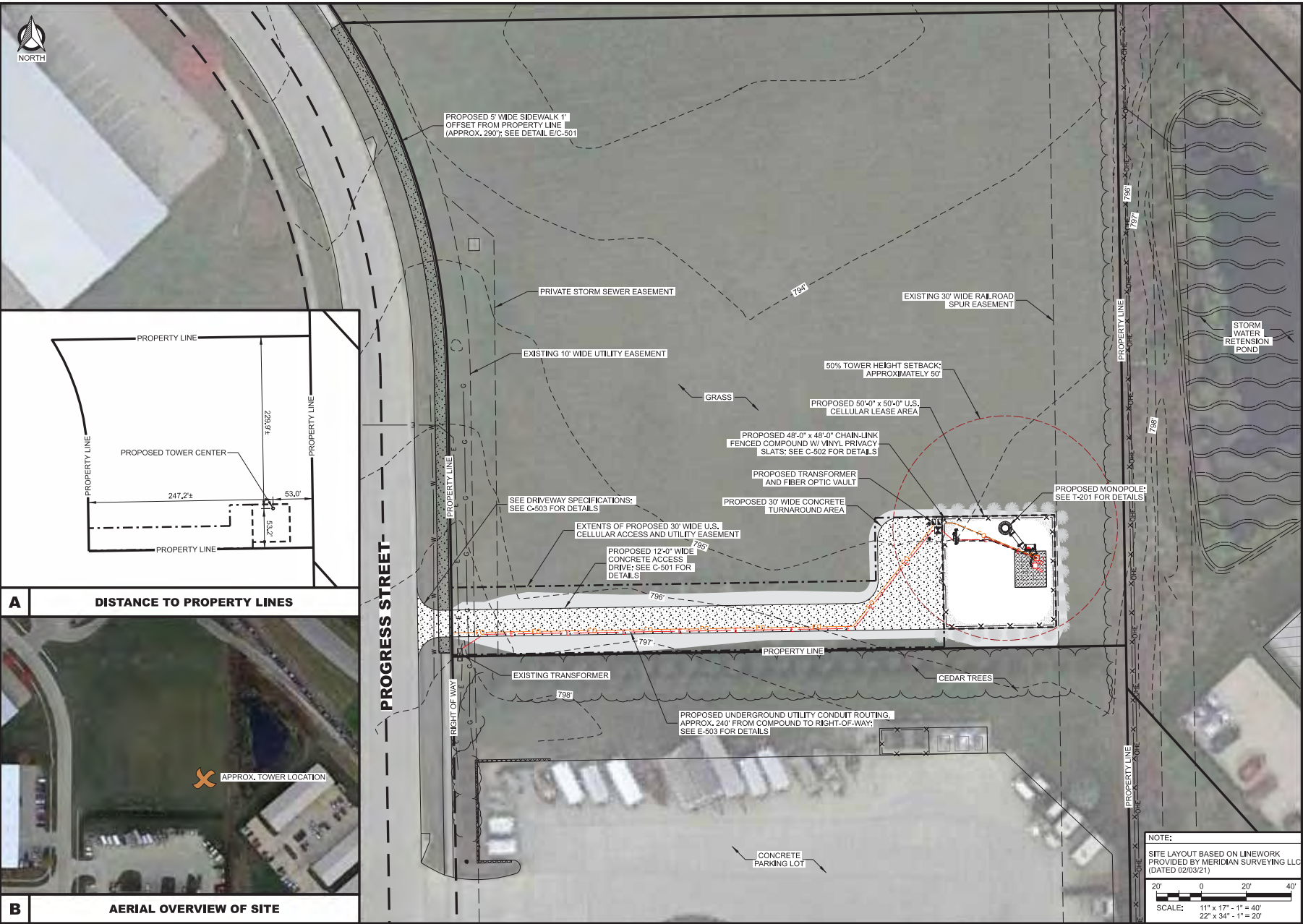


Edge
 Consulting Engineers, Inc.
 624 WATER STREET
 PRINCETON, NJ 08542-3515
 609.544.1449 VOICE
 609.544.1540 FAX
 www.edgecon.com

CLIENT:

 U.S. CELLULAR
 8410 W. BERRY MAVER AVE.
 SUITE 700
 CHICAGO, IL 60631

SITE PLAN
 PENN LANDING (7601455)
 NORTH LIBERTY, IOWA



A DISTANCE TO PROPERTY LINES



B AERIAL OVERVIEW OF SITE

SUBMITTAL:

INT. LMK	DATE	DESCRIPTION
	02/26/21	REV. A
JSM	06/23/21	REV. 0
JLM	08/24/21	REV. 1
LMK	10/29/21	REV. 2

CHECKED BY:	DCL
PLOT DATE:	11/1/2021

PROJECT NUMBER:	28277
SET TYPE:	FINAL
SHEET NUMBER:	C-101

NOTE:

SITE LAYOUT BASED ON LINENWORK PROVIDED BY MERIDIAN SURVEYING LLC (DATED 02/03/21)

20' 0' 20' 40'

SCALE: 11" x 17" - 1" = 40'
 22" x 34" - 1" = 20'

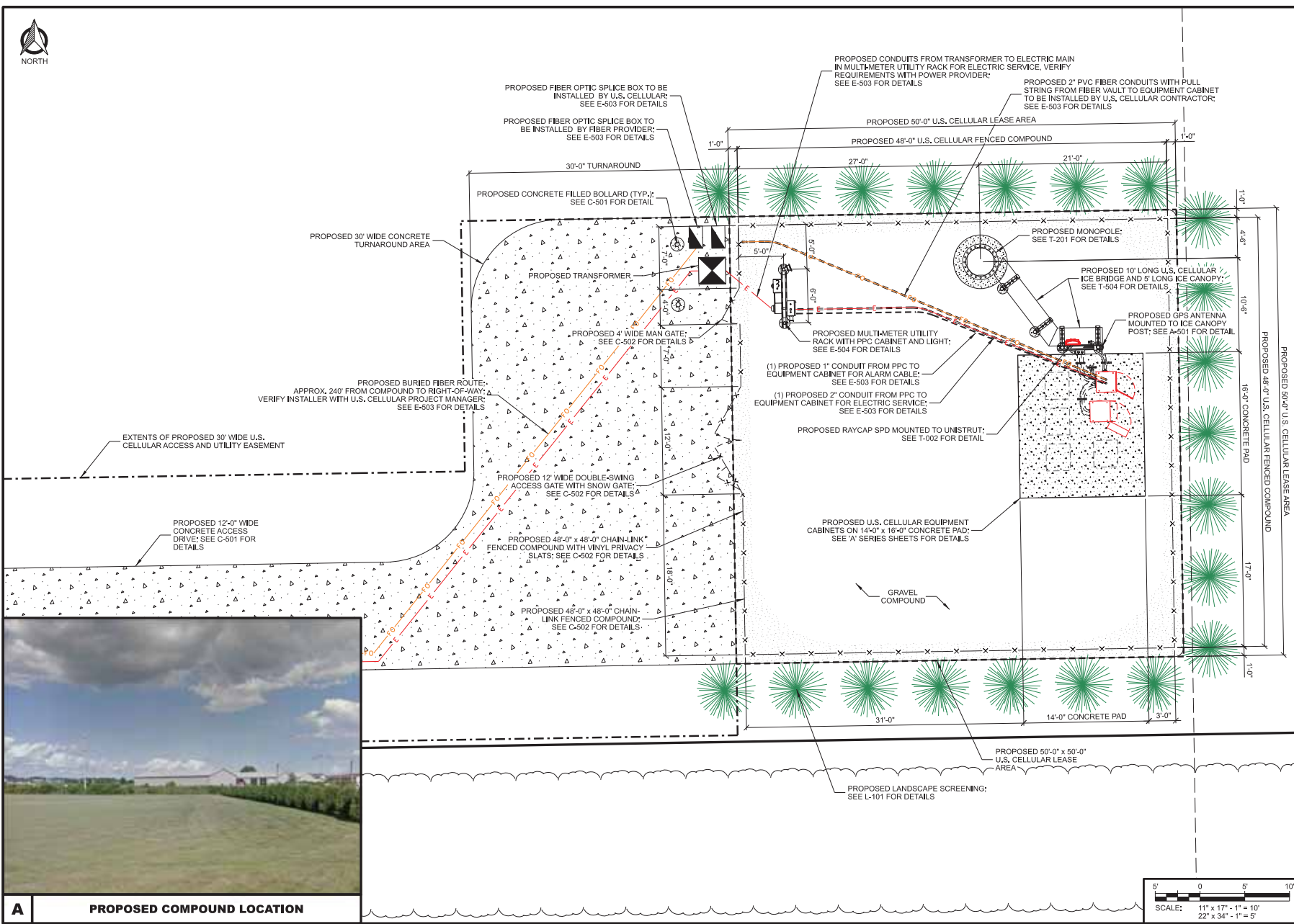
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CONSULTANT:
Edge
 Consulting Engineers, Inc.
 624 WATER STREET
 PRAIRIE DU SAC, WI 53578
 608.844.1445 VOICE
 608.844.1549 FAX
 www.edgecon.com

CLIENT:
uscellular
 U.S. CELLULAR
 8410 W. BORN MANN AVE.
 SUITE 700
 CHICAGO, IL 60631

ENLARGED SITE PLAN
PENN LANDING (7601455)
NORTH LIBERTY, IOWA

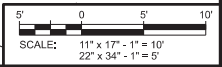


A PROPOSED COMPOUND LOCATION

SUBMITTAL:

INT.	DATE:	DESCRIPTION:
LWK	02/26/21	REV. A
JSM	06/23/21	REV. 0
JLM	08/24/21	REV. 1
LWK	10/29/21	REV. 2

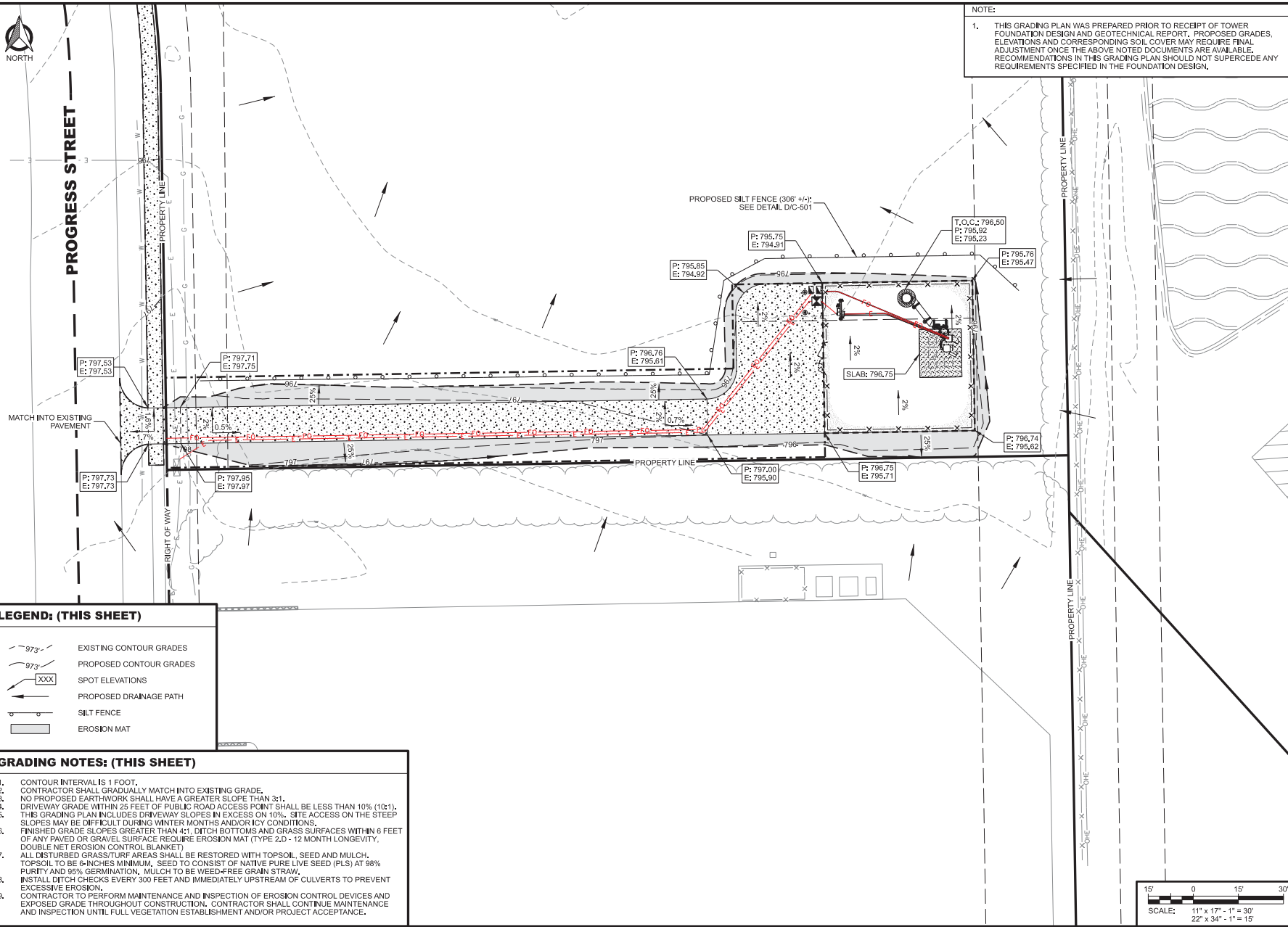
CHECKED BY:	DCL
PLOT DATE:	11/1/2021
PROJECT NUMBER:	28277
SET TYPE:	FINAL
SHEET NUMBER:	C-102





NORTH

PROGRESS STREET



LEGEND: (THIS SHEET)

- 973' - EXISTING CONTOUR GRADES
- 973' - PROPOSED CONTOUR GRADES
- SPOT ELEVATIONS
- PROPOSED DRAINAGE PATH
- SILT FENCE
- EROSION MAT

GRADING NOTES: (THIS SHEET)

1. CONTOUR INTERVAL IS 1 FOOT.
2. CONTRACTOR SHALL GRADUALLY MATCH INTO EXISTING GRADE.
3. NO PROPOSED EARTHWORK SHALL HAVE A GREATER SLOPE THAN 3:1.
4. DRIVEWAY GRADE WITHIN 25 FEET OF PUBLIC ROAD ACCESS POINT SHALL BE LESS THAN 10% (10:1).
5. THIS GRADING PLAN INCLUDES DRIVEWAY SLOPES IN EXCESS ON 10%. SITE ACCESS ON THE STEEP SLOPES MAY BE DIFFICULT DURING WINTER MONTHS AND/OR Icy CONDITIONS.
6. FINISHED GRADE SLOPES GREATER THAN 4:1, DITCH BOTTOMS AND GRASS SURFACES WITHIN 6 FEET OF ANY PAVED OR GRAVEL SURFACE REQUIRE EROSION MAT (TYPE 2.D - 12 MONTH LONGEVITY, DOUBLE NET EROSION CONTROL BLANKET).
7. ALL DISTURBED GRASS/TURF AREAS SHALL BE RESTORED WITH TOPSOIL, SEED AND MULCH. TOPSOIL TO BE 6-INCHES MINIMUM, SEED TO CONSIST OF NATIVE PURE LIVE SEED (PLS) AT 98% PURITY AND 95% GERMINATION, MULCH TO BE WEED-FREE GRASS STRAW.
8. INSTALL DITCH CHECKS EVERY 300 FEET AND IMMEDIATELY UPSTREAM OF CULVERTS TO PREVENT EXCESSIVE EROSION.
9. CONTRACTOR TO PERFORM MAINTENANCE AND INSPECTION OF EROSION CONTROL DEVICES AND EXPOSED GRADE THROUGHOUT CONSTRUCTION. CONTRACTOR SHALL CONTINUE MAINTENANCE AND INSPECTION UNTIL FULL VEGETATION ESTABLISHMENT AND/OR PROJECT ACCEPTANCE.

NOTE:
 1. THIS GRADING PLAN WAS PREPARED PRIOR TO RECEIPT OF TOWER FOUNDATION DESIGN AND GEOTECHNICAL REPORT. PROPOSED GRADES, ELEVATIONS AND CORRESPONDING SOIL COVER MAY REQUIRE FINAL ADJUSTMENT ONCE THE ABOVE NOTED DOCUMENTS ARE AVAILABLE. RECOMMENDATIONS IN THIS GRADING PLAN SHOULD NOT SUPERCEDE ANY REQUIREMENTS SPECIFIED IN THE FOUNDATION DESIGN.

CONSULTANT:

 624 WATER STREET
 PRAIRIE DU SAC, WI 53578
 608.644.1445 VOICE
 608.644.1549 FAX
 www.edgeconsul.com

CLIENT:

 U.S. CELLULAR
 8410 W. BROWN MAVER AVE.
 SUITE 700
 CHICAGO, IL 60631

GRADING PLAN
PENN LANDING (7601155)
NORTH LIBERTY, IOWA

INT.	DATE	DESCRIPTION
LWK	02/26/21	REV. A
JSM	06/23/21	REV. 0
JLM	08/04/21	REV. 1
LWK	10/29/21	REV. 2

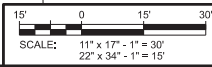
CHECKED BY: DCL

PLOT DATE: 11/1/2021

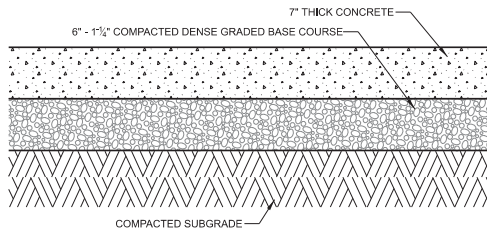
PROJECT NUMBER: 28277

SET TYPE: FINAL

SHEET NUMBER: **C-103**



I:\28277\28277.dwg

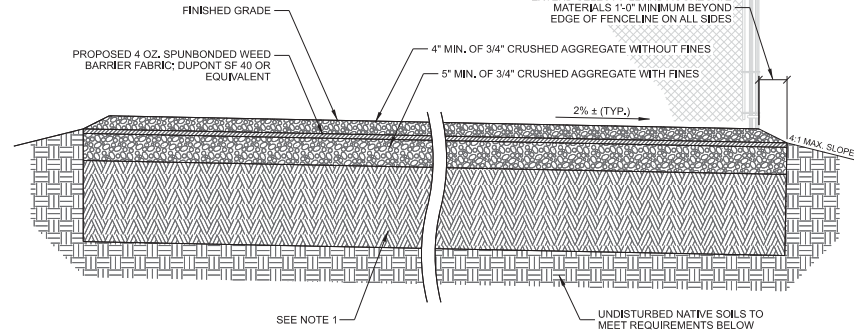


NOTES:

1. CONCRETE TO BE 4,000 PSI @ 28 DAYS
2. AIR ENTRAINED TO BE 6% AIR CONTENT MIN.
3. APPLY 2 COATS OF HIGH SOLIDS CURING COMPOUND (ASTM C309)
4. JOINT SPACING TO BE 12' MAX & RECTANGULAR IN SHAPE (NO SHARP ANGLES)
5. JOINT DEPTH SHALL BE 1/4" DEEP PER INCH OF PAVEMENT THICKNESS
6. DO NOT SEAL JOINTS
7. MEDIUM BROOM FINISH

A CONCRETE PAVEMENT SECTION
SCALE: NTS

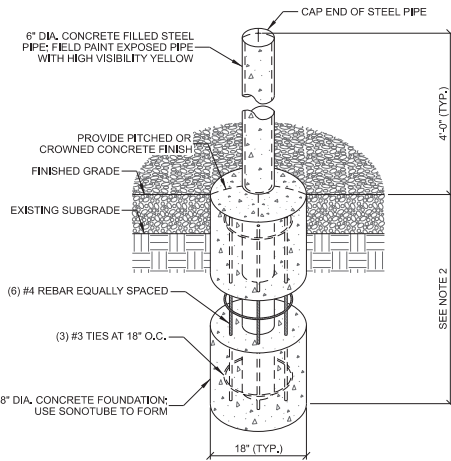
SEE NOTE #1 BELOW;
MINIMUM 1'-6" OF TOPSOIL
ANTICIPATED ALONG PROPOSED
ACCESS DRIVE AT THIS SITE



NOTES:

1. REMOVE ALL TOPSOIL, ORGANIC MATERIAL AND WET OR POOR SOILS WITHIN COMPOUND AREA, CONTRACTOR TO REVIEW SITE CONDITIONS AND CONSULT GEOTECHNICAL REPORT FOR ANTICIPATED DEPTH OF SOILS THAT WILL REQUIRE REMOVAL, IF POOR SOILS ARE ENCOUNTERED SELECT FILL AND/OR SUBGRADE STABILIZATION MAY BE REQUIRED, CONTACT CONSTRUCTION MANAGER FOR GUIDANCE.
2. FINAL TOWER FOUNDATION DESIGN RECOMMENDATIONS TO SUPERCEDE GRADING PLAN OR SITE PLAN ELEVATIONS.

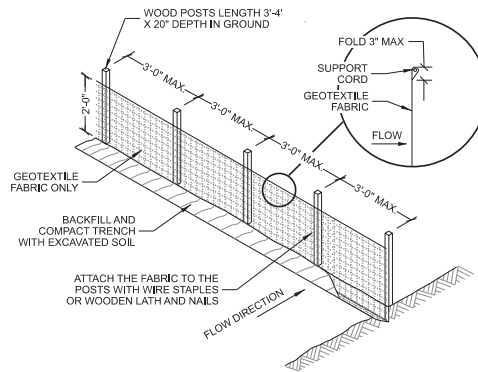
B COMPOUND CROSS SECTION



NOTES:

1. MAINTAIN 3" MINIMUM REBAR COVER IN ALL DIRECTION
2. PIER FOUNDATION DEPTH TO BE A MINIMUM OF 48" DEPTH TO EXCEED LOCAL FROST DEPTH
3. CONCRETE TO BE A MINIMUM OF 3,500 PSI AT 28 DAYS

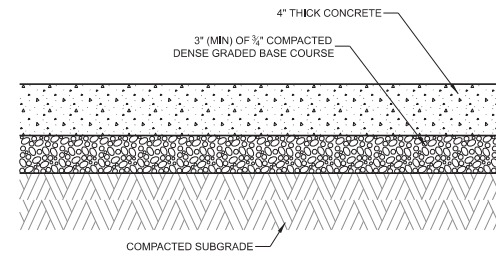
C PIPE BOLLARD



NOTES:

1. TRENCH SHALL BE A MINIMUM OF 4" WIDE & 6" DEEP TO BURY AND ANCHOR THE GEOTEXTILE FABRIC, FOLD MATERIAL TO FIT TRENCH AND BACKFILL & COMPACT TRENCH WITH EXCAVATED SOIL.
2. WOOD POSTS SHALL BE A MINIMUM SIZE OF 1" X 1" OF HICKORY OR OAK.
3. 8'-0" POST SPACING ALLOWED IF WOVEN GEOTEXTILE FABRIC IS USED.
4. ADDITIONAL POST DEPTH OR TIE BACKS MAYBE REQUIRED IN UNSTABLE SOILS.

D SILT FENCE DETAIL
SCALE: NTS



NOTES:

1. CONCRETE TO BE 4,000 PSI @ 28 DAYS
2. AIR ENTRAINED TO BE 6% AIR CONTENT MIN.
3. APPLY 2 COATS OF HIGH SOLIDS CURING COMPOUND (ASTM C309)
4. JOINT SPACING TO BE 12' MAX & RECTANGULAR IN SHAPE (NO SHARP ANGLES)
5. JOINT DEPTH SHALL BE 1/4" DEEP PER INCH OF PAVEMENT THICKNESS
6. DO NOT SEAL JOINTS
7. MEDIUM BROOM FINISH
8. ISOLATION JOINTS OF 1/2" PERFORMED EXPANSION JOINTS SHALL BE INSTALLED EVERY 100' AND AT EVERY PROPERTY LINE.

E CONCRETE SIDEWALK SECTION
SCALE: NTS

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Edge
Consulting Engineers, Inc.
624 WATER STREET
PRairie DU SAC, WI 53578
608.544.1445 VOICE
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www.edgeconsul.com

CLIENT:

uscellular
U.S. CELLULAR
8410 W. BERN MARV AVE.
SUITE 700
CHICAGO, IL 60631

CONSTRUCTION DETAILS
PENN LANDING (7601155)
NORTH LIBERTY, IOWA

SUBMITTAL:

INT. DATE:	DESCRIPTION:
LWK 02/26/21	REV. A
JSM 06/23/21	REV. 0
JLM 08/06/21	REV. 1
LWK 10/29/21	REV. 2

CHECKED BY:

DCL

PLOT DATE:

11/1/2021

PROJECT NUMBER:

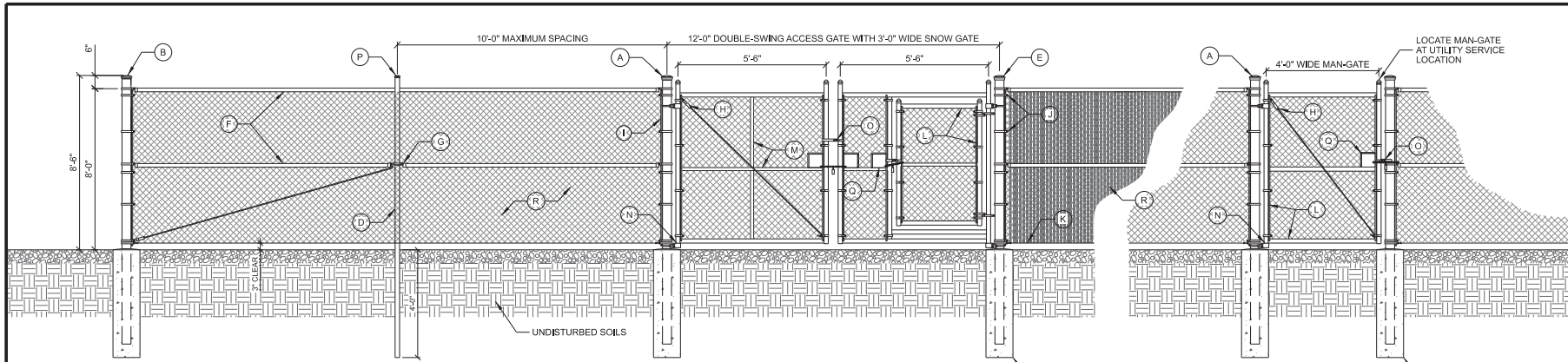
28277

SET TYPE:

FINAL

SHEET NUMBER:

C-501



CONSULTANT:
Edge
 Consulting Engineers, Inc.
 624 WATER STREET
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 608.344.1549 FAX
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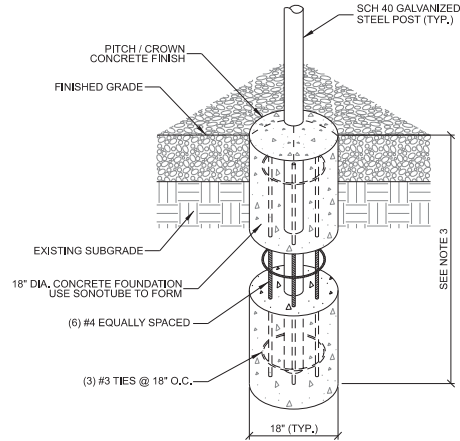
CLIENT:
uscellular
 U.S. CELLULAR
 8410 W. BORN MOUNTAIN AVE.
 SUITE 700
 CHICAGO, IL 60631

REFERENCE NOTES: (THIS SHEET)

- | | | |
|---|---|---|
| (A) 4" (4-1/2" O.D.) SCH. 40 GALV. STEEL GATE POST | (G) OFFSET BRACE RAIL ENDS FOR MID BRACE RAIL | (N) MALLEABLE BUTT HINGES (TYP.) |
| (B) 4" (4-1/2" O.D.) SCH. 40 GALV. STEEL CORNER POST | (H) 5/16" O.D. TRUSS ROD WITH TRUSS TIGHTENER ASSEMBLY | (O) GATE LATCH- VERIFY REQUIREMENTS WITH FENCE MANUFACTURER |
| (C) CONCRETE PIER FOUNDATION AT CORNERS AND GATE: SEE DETAIL BELOW | (I) 3/16" x 3/4" STRETCHER BAR; TO EXTEND FULL HEIGHT OF FENCE FABRIC | (P) #9 GAUGE GALV. CHAIN LINK FENCE FABRIC WITH TWISTED TOP SELVAGE AND KNUCKELD BOTTOM SELVAGE |
| (D) 2" (2-3/8" O.D.) SCH. 40 GALV. STEEL INTERMEDIARY LINE POSTS: LINE POSTS SHALL BE EQUALLY SPACED AT MAXIMUM 10'-0" O.C. | (J) 3/4" TENSION BAND (TYP.) | (Q) 6" x 6" HANDHOLE FOR CHAIN LINK |
| (E) FENCE POST CAP (SIZE VARIES) | (K) TENSION WIRE | (R) VINYL PRIVACY SLATS (TYP.) (MID-RAIL REQUIRED) |
| (F) 1-1/4" (1.66" O.D.) TOP RAIL & MID BRACE RAIL PIPE | (L) 1-1/2" (1.9" O.D.) SCH. 40 GALV. STEEL FENCE GATE FRAME | |
| | (M) 1-1/4" (1.66" O.D.) SCH. 40 GALV. STEEL HORIZONTAL AND VERTICAL GATE BRACES | |

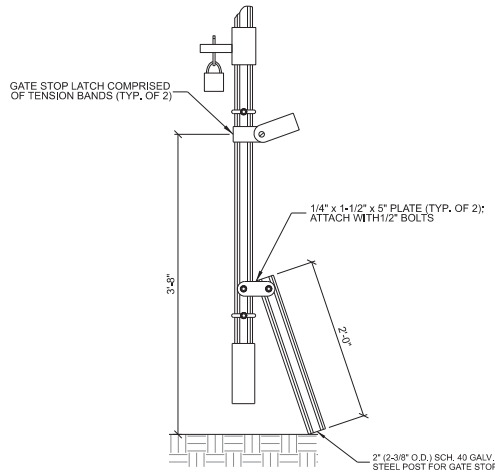
A COMPOUND FENCE

**FENCE DETAILS
 PENN LANDING (7601155)
 NORTH LIBERTY, IOWA**

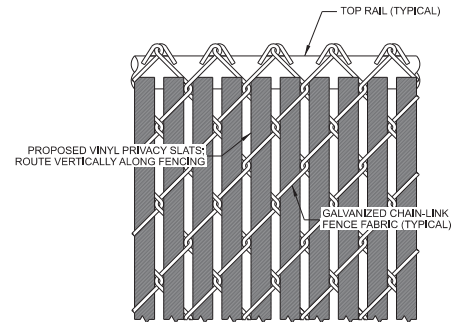


- NOTES:**
1. MAINTAIN 3" MINIMUM REBAR COVER WITH CONCRETE IN ALL DIRECTIONS.
 2. CONCRETE MIX TO BE 3,500 PSI @ 28 DAYS.
 3. FOUNDATION DEPTH TO EXCEED LOCAL FROST DEPTH, OR 48" MINIMUM.

B FENCE POST PIER FOUNDATION



C GATE STOP



- NOTES:**
1. VINYL PRIVACY SLATS TO BE INSTALLED ON ALL PROPOSED FENCE SECTIONS TO ACHIEVE ADEQUATE SCREENING OF INTERIOR COMPOUND GROUND EQUIPMENT.
 2. CONTRACTOR TO VERIFY LENGTH OF SLATS PRIOR TO INSTALLATION.
 3. VINYL SLATS TO BE BEIGE IN COLOR UNLESS STATED OTHERWISE.

D VINYL PRIVACY SLATS

SUBMITTAL:	
INT. DATE:	DESCRIPTION:
LWK 02/26/21	REV. A
JSM 06/23/21	REV. 0
JLM 08/06/21	REV. 1
LWK 10/29/21	REV. 2

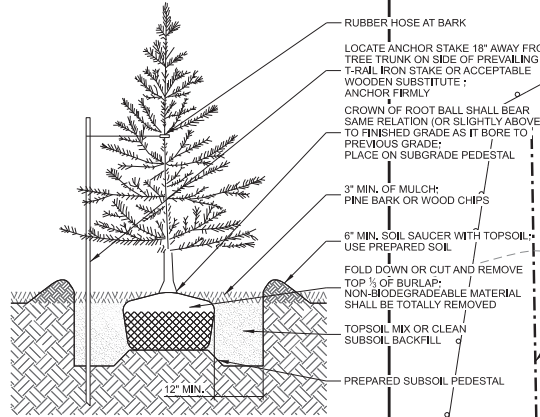
CHECKED BY: DCL
 PLOT DATE: 11/1/2021
 PROJECT NUMBER: 28277

SET TYPE: FINAL
 SHEET NUMBER: **C-502**

LEGEND: (THIS SHEET)



(12) DARK GREEN ARBORVITAE
Thuja occidentalis 'Nigra'
MIN. PLANTING SIZE = 5' Height



A CONIFEROUS TREE PLANTING

NOTES: (THIS SHEET)

1. PLANT CONTAINER OR BALLED-AND-BURLAPED PLANTS IN SPRING OR FALL.
2. PLANT ON A RAISED BED TO ENSURE PROPER DRAINAGE.
3. ALL EXPOSED AREAS SHALL BE PROTECTED AGAINST WASHOUTS AND SOIL EROSION.
4. MINIMIZE DISTURBANCE TO EXISTING SITE TREES, PLANTS AND NATURAL ROCK OUT AS MUCH AS POSSIBLE FOR PROPOSED CONSTRUCTION.
5. ALL PROPOSED LANDSCAPE TREES AND SHRUBS SHALL BE PURCHASED FROM A LOCAL NURSERY WITH PLANT STOCK THAT ARE ACCLIMATED TO THE CLIMATIC VARIATION OF THE LOCAL REGION.
6. BEFORE LANDSCAPE TREES ARE PLANTED, APPROPRIATE UTILITY COMPANIES SHOULD BE CONTACTED, FOR EXACT LOCATION OF UNDERGROUND UTILITIES. CONTACT DIGGERS HOT LINE LISTED ON G-001.
7. ALL DISTURBED SOILS LOCATED ADJACENT TO THE COMPOUND AND/OR WITHIN THE PLANTING AREAS SHALL BE LOOSENED PRIOR TO ALL LANDSCAPE PLANTING.
8. AMEND NATIVE SOIL AS REQUIRED WITH ORGANIC MATTER SUCH AS PEAT MOSS AND/OR MANURE TO ENSURE ROOT ESTABLISHMENT OF NEWLY PLANTED TREES IF THE NATIVE SOIL CONSISTS OF SANDY LOAMS OR CLAYEY SOILS.
9. A ROOT STIMULATOR SUCH AS HYIELD OR EQUIVALENT SHALL BE UTILIZED PER THE MANUFACTURERS RECOMMENDATIONS AT THE TIME OF PLANTING.
10. MAINTENANCE TO INCLUDE WATERING OF NEWLY PLANTED TREES AT MINIMUM ONCE PER WEEK WITH A HOSE ON TRICKLE AT THE BASE OF THE TRUNK FOR A MIN. 30 MINUTES PER PLANT UNTIL FINAL ROOT ESTABLISHMENT, AND DURING DROUGHT CONDITIONS; AND SHEARING/ PRUNING OF LANDSCAPE TREES TO PROVIDE ACCESS AROUND COMPOUND AND TO THE ADJACENT DRAINAGE AREA.

GRADING NOTES: (THIS SHEET)

1. CONTOUR INTERVAL IS 1 FOOT.
2. CONTRACTOR SHALL GRADUALLY MATCH INTO EXISTING GRADE.
3. NO PROPOSED EARTHWORK SHALL HAVE A GREATER SLOPE THAN 3:1.
4. DRIVEWAY GRADE WITHIN 25 FEET OF PUBLIC ROAD ACCESS POINT SHALL BE LESS THAN 10% (10:1).
5. THIS GRADING PLAN INCLUDES DRIVEWAY SLOPES IN EXCESS ON 10%. SITE ACCESS ON THE STEEP SLOPES MAY BE DIFFICULT DURING WINTER MONTHS AND/OR BY CONDITIONS.
6. FINISHED GRADE SLOPES GREATER THAN 4:1, DITCH BOTTOMS AND GRASS SURFACES WITHIN 6 FEET OF ANY PAVED OR GRAVEL SURFACE REQUIRE EROSION MAT (TYPE 2D - 12 MONTH LONGEVITY, DOUBLE NET EROSION CONTROL BLANKET).
7. ALL DISTURBED GRASS/TURF AREAS SHALL BE RESTORED WITH TOPSOIL, SEED AND MULCH. TOPSOIL TO BE 6-INCHES MINIMUM, SEED TO CONSIST OF NATIVE PURE LIVE SEED (PLS) AT 98% PURITY AND 95% GERMINATION, MULCH TO BE WEED-FREE GRASS STRAW.
8. INSTALL DITCH CHECKS EVERY 300 FEET AND IMMEDIATELY UPSTREAM OF CULVERTS TO PREVENT EXCESSIVE EROSION.
9. CONTRACTOR TO PERFORM MAINTENANCE AND INSPECTION OF EROSION CONTROL DEVICES AND EXPOSED GRADE THROUGHOUT CONSTRUCTION. CONTRACTOR SHALL CONTINUE MAINTENANCE AND INSPECTION UNTIL FULL VEGETATION ESTABLISHMENT AND/OR PROJECT ACCEPTANCE.

PROPOSED SILT FENCE (110') SEE C-501 FOR DETAILS

PROPOSED 30' WIDE CONCRETE TURNAROUND AREA

(21) PROPOSED LANDSCAPE SCREENING TREES: SEE THIS PAGE FOR PLANTING DETAIL.

PROPOSED 50'-0" x 50'-0" U.S. CELLULAR LEASE AREA

E: 795.25
P: 795.75
(SEE TOWER PLANS FOR T.O.C.)

EXTENTS OF PROPOSED 30' WIDE U.S. CELLULAR ACCESS AND UTILITY EASEMENT

GRAVEL COMPOUND

PROPOSED 48'-0" x 48'-0" FENCED COMPOUND W/ VINYL PRIVACY SLATS: SEE C-502 FOR DETAILS

PROPERTY LINE



CONSULTANT:
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SUITE 700
CHICAGO, IL 60631

**LANDSCAPE PLAN
PENN LANDING (7601455)
NORTH LIBERTY, IOWA**

SUBMITTAL:	
INT. DATE:	DESCRIPTION:
LMK 02/26/21	REV. A
JSM 06/23/21	REV. 0
JLM 08/04/21	REV. 1
LMK 10/29/21	REV. 2

CHECKED BY: DCL

PLOT DATE: 11/1/2021

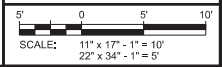
PROJECT NUMBER: 28277

SET TYPE: FINAL

SHEET NUMBER: **L-101**

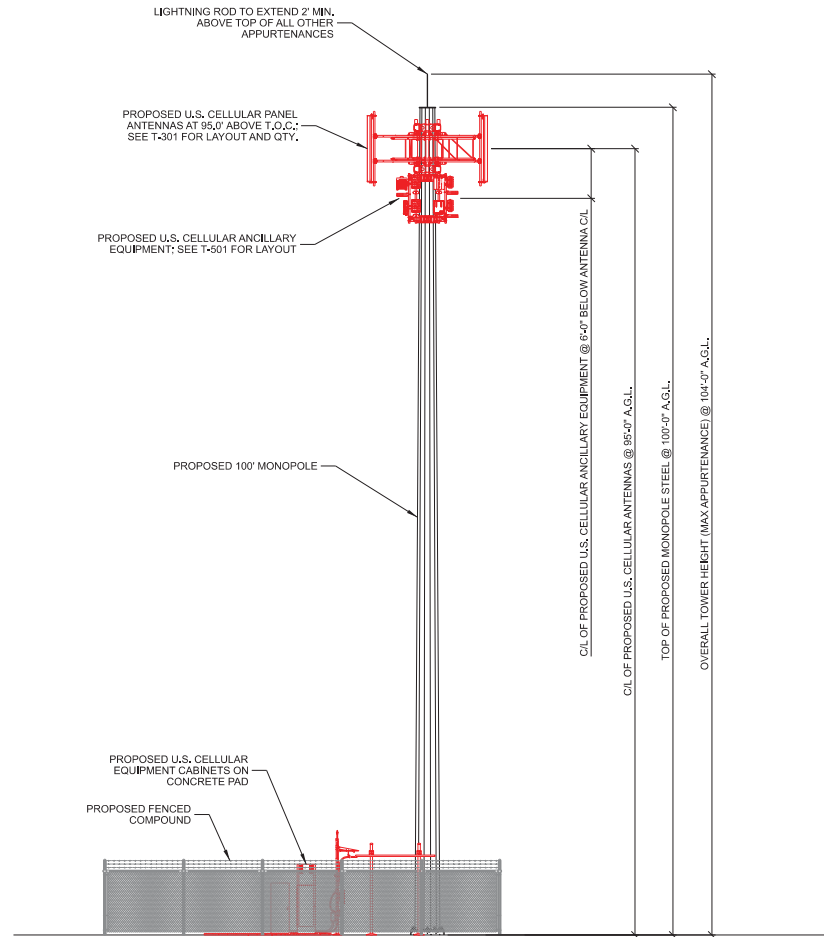
GRADING LEGEND

- 96.3' = EXISTING CONTOURS
- E: XX = EXISTING ELEVATION
- P: XX = PROPOSED ELEVATION
- TOC: XX' = TOP OF CONC. ELEVATION



12/26/2021 10:27:04am C:\02\28277\DWG\101.dwg

1/26/2021 08:27:00am j:\cadd\28277\T-201.dwg



A SITE ELEVATION
 SCALE: 11" x 17" - 1" = 15'-0"
 22" x 34" - 1" = 7'-6"

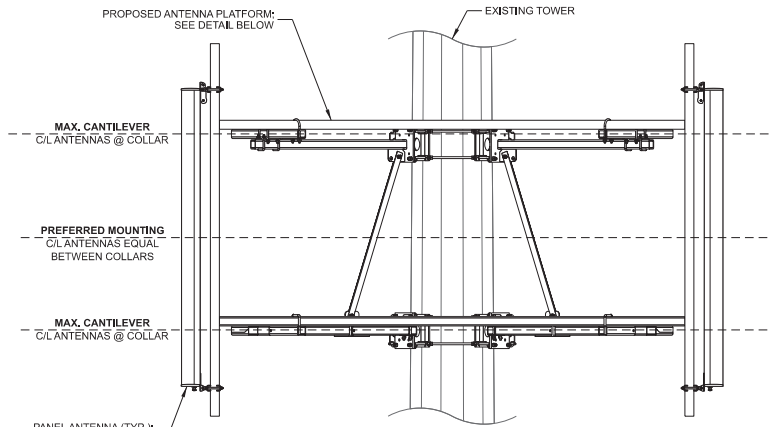
Edge
 Consulting Engineers, Inc.
 624 WATER STREET
 PRINCETON, NJ 08540
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 609.944.1549 FAX
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 CHICAGO, IL 60631

**SITE ELEVATION
 PENN LANDING (7601155)
 NORTH LIBERTY, IOWA**

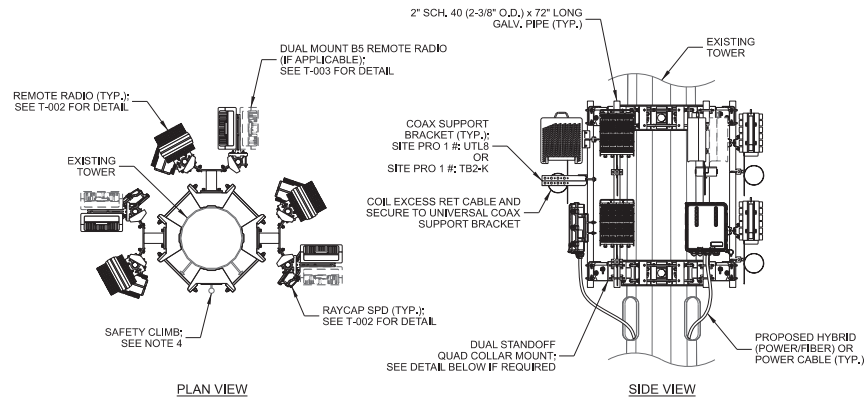
SUBMITTAL:		
INT.	DATE	DESCRIPTION
LWK	02/26/21	REV. A
JSM	06/23/21	REV. 0
JLM	08/04/21	REV. 1
LWK	10/29/21	REV. 2

CHECKED BY	DCL
PLOT DATE	11/1/2021
PROJECT NUMBER	28277
SET TYPE	FINAL
SHEET NUMBER	T-201



NOTE:
 1. ROUTE CABLES ALONG ROUND MEMBERS ON TOWER STANDOFFS OR TRAP BOXES AND SNAP-IN HANGERS; SEE T-502 FOR DETAIL.

A ANTENNA MOUNTING

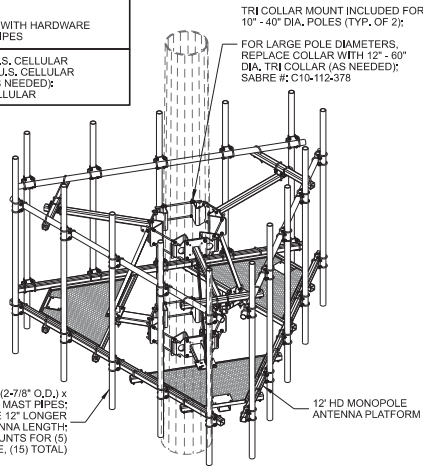


NOTE:
 1. THIS DETAIL IS A GENERAL SCHEMATIC. SEE ANTENNA CONFIG. FOR ACTUAL TOWER ORIENTATION AND EQUIPMENT QUANTITIES.
 2. ROUTE CABLES ALONG ROUND MEMBERS ON TOWER STANDOFFS OR TRAP BOXES AND SNAP-IN HANGERS; SEE CABLE DETAILS SHEET.
 3. ROUTE POWER AND FIBER CABLES FROM RAYCAP SPD TO REMOTE RADIOS IN 1/4\"/>

B ERICSSON RADIO EQUIPMENT LAYOUT SCHEMATIC

MANUFACTURER: SABRE
 MODEL: C10-855-731C
 12\"/>

PLATFORM; SUPPLIED BY U.S. CELLULAR
 MAST PIPES; SUPPLIED BY U.S. CELLULAR
 LARGE DIA. TRI COLLAR (AS NEEDED);
 SUPPLIED BY U.S. CELLULAR



NOTE:
 1. CONTRACTOR TO VERIFY POLE DIAMETER AND SUITABILITY OF PROPOSED MOUNT FOR SITUATION. IF AN ALTERNATIVE SOLUTION IS PROPOSED, NOTIFY ENGINEER AND OWNER PRIOR TO PROCEEDING.

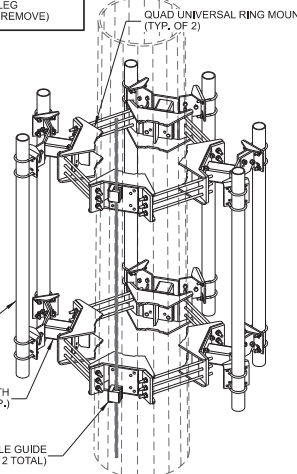
C MONOPOLE ANTENNA PLATFORM

MANUFACTURER: SITE PRO 1
 MODEL: CWT8
 DUAL PIPE MOUNT WITH 14\"/>

MANUFACTURER: SITE PRO 1
 MODEL: UQB4
 QUAD UNIVERSAL RING MOUNT
 FOUR SIDED RING MOUNT ASSEMBLY
 FITS 12\"/>

MANUFACTURER: PERFECT VISION
 MODEL: 115-317-6
 STUD MOUNT CABLE GUIDE WITH
 6\"/>

MOUNT: SUPPLIED BY CONTRACTOR
 STAND-OFF: SUPPLIED BY U.S. CELLULAR
 CLIMB GUIDE: SUPPLIED BY CONTRACTOR
 MAST PIPES: SUPPLIED BY CONTRACTOR



D DUAL STANDOFF QUAD COLLAR MOUNT

CONSULTANT:
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 624 WATER STREET
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CLIENT:
uscellular
 U.S. CELLULAR
 8410 W. BROWN AVE.
 SUITE 700
 CHICAGO, IL 60631

INSTALLATION DETAILS
PENN LANDING (7601455)
NORTH LIBERTY, IOWA

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INT.	DATE	DESCRIPTION
LWK	02/26/21	REV. A
JSM	06/23/21	REV. 0
JLM	08/04/21	REV. 1
LWK	10/29/21	REV. 2

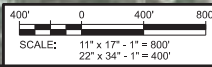
CHECKED BY	DCL
PLOT DATE	11/1/2021
PROJECT NUMBER	28277
SET TYPE	FINAL
SHEET NUMBER	T-501

PHOTO LOCATION DESCRIPTION:

- PHOTO SIM 1
- TAKEN FROM THE INTERSECTION OF W 240TH ST NE AND JONES BLVD
APPROXIMATE DISTANCE TO PROPOSED TOWER: 1,350'
- PHOTO SIM 2
- TAKEN FROM W 240TH ST NE
APPROXIMATE DISTANCE TO PROPOSED TOWER: 2,755'
- PHOTO SIM 3
- TAKEN FROM JONES BLVD
APPROXIMATE DISTANCE TO PROPOSED TOWER: 2,675'
- PHOTO SIM 4
- TAKEN FROM THE INTERSECTION OF PHEASANT LN AND SCALES BEND RD NE
APPROXIMATE DISTANCE TO PROPOSED TOWER: 2,545'
- PHOTO SIM 5
- TAKEN FROM THE INTERSECTION OF FOX RUN AND VIKEN LN
APPROXIMATE DISTANCE TO PROPOSED TOWER: 2,545'
- PHOTO SIM 6
- TAKEN FROM THE INTERSECTION OF FOX RUN AND SCALES BEND RD NE
APPROXIMATE DISTANCE TO PROPOSED TOWER: 1,415'
- PHOTO SIM 7
- TAKEN FROM THE INTERSECTION OF BLACK BEAR BEND AND CUB DR
APPROXIMATE DISTANCE TO PROPOSED TOWER: 1,385'
- PHOTO SIM 8
- TAKEN FROM THE END OF OTTER LN
APPROXIMATE DISTANCE TO PROPOSED TOWER: 1,235'
- PHOTO SIM 9
- TAKEN FROM THE END OF FISHER TRAIL
APPROXIMATE DISTANCE TO PROPOSED TOWER: 715'
- PHOTO SIM 10
- TAKEN FROM THE END OF TIMBER WOLF DR
APPROXIMATE DISTANCE TO PROPOSED TOWER: 600'
- PHOTO SIM 11
- TAKEN FROM A PARKING LOT ENTRANCE ON HWY 965
APPROXIMATE DISTANCE TO PROPOSED TOWER: 2,650'
- PHOTO SIM 12
- TAKEN FROM THE INTERSECTION OF TIMBER WOLF TRAIL AND GROUSE CT
APPROXIMATE DISTANCE TO PROPOSED TOWER: 3,975'

PHOTO SIMULATION NOTES:

- THESE PHOTO SIMULATIONS ARE AN INTERPRETATION OF THE GENERAL APPEARANCE OF THE PROPOSED INSTALLATION. EACH PHOTO SIMULATION IS BASED ON THE SCALING CRITERIA OR ASSUMPTIONS IDENTIFIED
- THE FINAL TOWER DESIGN AND DIMENSIONS WERE NOT AVAILABLE AT THE TIME THE PHOTO SIMULATION WAS PREPARED, THEREFORE, A TYPICAL TOWER ANTENNA OF SIMILAR SIZE WAS UTILIZED FOR SIMULATION PURPOSES
- WAS FLOWN AT THE PROPOSED TOWER LOCATION TO MATCH THE TOP OF THE TOWER TO AID IN DETERMINING SITE LOCATION AND ELEVATION
- IF THE HORIZON LINE AT THE PROPOSED TOWER BASE IS NOT VISIBLE: A HORIZON LINE HAS BEEN ESTIMATED AT THE TOWER BASE FOR THE PHOTO SIMULATIONS
- PHOTO SIMULATIONS GENERATED USING A SIMILAR TOWER OF SIMILAR HEIGHT AT A SIMILAR DISTANCE; ARTISTIC INTERPRETATIONS UTILIZED TO ESTIMATE THE APPROXIMATE TOWER SIZE AND APPEARANCE
- THE DIFFERENCE IN ELEVATION BETWEEN THE PHOTOGRAPH LOCATION AND TOWER LOCATION HAS BEEN TAKEN INTO CONSIDERATION
- THE TOPOGRAPHICAL FEATURES BETWEEN THE PHOTOGRAPH LOCATION INTERPRETED AS BEST AS POSSIBLE. THE VISIBILITY OF THE TOWER WILL BE DRASTICALLY REDUCED WITHIN AREAS OF MATURE VEGETATION AND VALLEYS AND INCREASED WITHIN LARGE OPEN FIELDS AND AT HIGHER ELEVATIONS



CONSULTANT:

 624 WATER STREET
 PRAIRIE DU SAC, WI 53578
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CLIENT:

 U.S. CELLULAR
 8410 W. BROWN AVE.
 SUITE 700
 CHICAGO, IL 60631

TITLE SHEET
PENN LANDING (760932)
NORTH LIBERTY, IOWA

SUBMITTAL:	
INT. DATE:	DESCRIPTION:
NAT 02/25/21	PHOTO SIMS - REV. A
NAT 10/06/21	PHOTO SIMS - REV. B

CHECKED BY:	DCL
PLOT DATE:	10/6/2021
PROJECT NUMBER:	28277
SET TYPE:	DRAFT
SHEET NUMBER:	T-1

I:\2020\28277\Drawings\Photosim\CD\T-1.dgn



**ACTUAL PHOTOGRAPH
BEFORE SIMULATION**

1281001028770.dwg/PhotoSim/CA01PS-1.dwg

CONSULTANT:

 624 WATER STREET
 PRAIRIE DU SAC, WI 53578
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**PHOTO SIMULATION 1
 PENN LANDING (760932)
 NORTH LIBERTY, IOWA**

SUBMITTAL:

INT.	DATE:	DESCRIPTION:
NAT	02/25/21	PHOTO SIMS - REV. A
NAT	10/06/21	PHOTO SIMS - REV. B

CHECKED BY	DCL
PLOT DATE	10/6/2021
PROJECT NUMBER	28277
SET TYPE	DRAFT
SHEET NUMBER	PS-1



PROPOSED 100' MONOPOLE:
PRIMARILY SCREENED BY TREES



**ACTUAL PHOTOGRAPH
BEFORE SIMULATION**

12816000282770warpPhotoSim-CAD1PS-2.dgn

CONSULTANT:
 **Edge**
 Consulting Engineers, Inc.
 624 WATER STREET
 PRAIRIE DU SAC, WI 53578
 608.844.1445 VOICE
 608.844.1549 FAX
 www.edgeconsul.com

CLIENT:
 **uscellular**
 U.S. CELLULAR
 8410 W. BROWN AVE.
 SUITE 700
 CHICAGO, IL 60631

PHOTO SIMULATION 2
PENN LANDING (760932)
NORTH LIBERTY, IOWA

SUBMITTAL:	
INT. DATE:	DESCRIPTION:
NAT 02/25/21	PHOTO SIMS - REV. A
NAT 10/06/21	PHOTO SIMS - REV. B

CHECKED BY:	DCL
PLOT DATE:	10/6/2021
PROJECT NUMBER:	28277
SET TYPE:	DRAFT
SHEET NUMBER:	PS-2



**ACTUAL PHOTOGRAPH
BEFORE SIMULATION**

I:\28100108277\Drawings\PhotoSim\CAD\PS-3.dwg

Edge
Consulting Engineers, Inc.
624 WATER STREET
PRAIRIE DU SAC, ILL 62578
618.244.1445 VOICE
618.244.1540 FAX
www.edgeconsul.com

uscellular
U.S. CELLULAR
8410 W. BROWN AVE.
SUITE 700
CHICAGO, IL 60631

**PHOTO SIMULATION 3
PENN LANDING (760932)
NORTH LIBERTY, IOWA**

SUBMITTAL:	
INT. DATE:	DESCRIPTION:
NAT 02/25/21	PHOTO SIMS - REV. A
NAT 10/06/21	PHOTO SIMS - REV. B

CHECKED BY:	DCL
PLOT DATE:	10/6/2021
PROJECT NUMBER:	28277
SET TYPE:	DRAFT
SHEET NUMBER:	PS-3



CONSULTANT:
 **Edge**
 Consulting Engineers, Inc.
 624 WATER STREET
 PRAIRIE DU SAC, WI 53578
 608.844.1445 VOICE
 608.844.1540 FAX
 www.edgeconsul.com

CLIENT:
 **uscellular**
 U.S. CELLULAR
 8410 W. BERN MARSH AVE.
 SUITE 700
 CHICAGO, IL 60631

PHOTO SIMULATION 4
PENN LANDING (760932)
NORTH LIBERTY, IOWA

SUBMITTAL:	
INT.	DATE: DESCRIPTION:
NAT	02/25/21 PHOTO SIMS - REV. A
NAT	10/06/21 PHOTO SIMS - REV. B

CHECKED BY	DCL
PLOT DATE	10/6/2021
PROJECT NUMBER	28277
SET TYPE	DRAFT
SHEET NUMBER	PS-4

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PROPOSED 100' MONOPOLE NOT VISIBLE FROM THIS LOCATION

I:\2020\28277\Drawings\PhotoSim\CAD\PS-5.dgn

Edge
 Consulting Engineers, Inc.
 624 WATER STREET
 PRAIRIE DU SAC, WI 53578
 608.844.1445 VOICE
 608.844.1540 FAX
 www.edgecon.com

uscellular
 U.S. CELLULAR
 8410 W. BERN MARSH AVE.
 SUITE 700
 CHICAGO, IL 60631

**PHOTO SIMULATION 5
 PENN LANDING (760932)
 NORTH LIBERTY, IOWA**

SUBMITTAL:	
INT. DATE:	DESCRIPTION:
NAT 02/25/21	PHOTO SIMS - REV. A
NAT 10/06/21	PHOTO SIMS - REV. B

CHECKED BY:	DCL
PLOT DATE:	10/6/2021
PROJECT NUMBER:	28277
SET TYPE:	DRAFT
SHEET NUMBER:	PS-5



**ACTUAL PHOTOGRAPH
BEFORE SIMULATION**

I:\06\00002877\Drawings\PhotoSim\CAD\PS-6.dgn

Edge
Consulting Engineers, Inc.
624 WATER STREET
PRairie DU SAC, WI 53578
608.844.1445 VOICE
608.844.1540 FAX
www.edgeconsul.com

uscellular
U.S. CELLULAR
8410 W. BERN MARSH AVE.
SUITE 700
CHICAGO, IL 60631

**PHOTO SIMULATION 6
PENN LANDING (760932)
NORTH LIBERTY, IOWA**

SUBMITTAL:	
INT.	DATE: DESCRIPTION:
NAT	02/25/21 PHOTO SIMS - REV. A
NAT	10/06/21 PHOTO SIMS - REV. B

CHECKED BY	DCL
PLOT DATE	10/6/2021
PROJECT NUMBER	28277
SET TYPE	DRAFT
SHEET NUMBER	PS-6



CONSULTANT:

Edge
 Consulting Engineers, Inc.
 624 WATER STREET
 PRAIRIE DU SAC, ILL 55578
 608.244.1445 VOICE
 608.244.1540 FAX
 www.edgeconsul.com

CLIENT:

 U.S. CELLULAR
 8410 W. BERN MARSH AVE.
 SUITE 700
 CHICAGO, IL 60631

PHOTO SIMULATION 7
PENN LANDING (760932)
NORTH LIBERTY, IOWA

SUBMITTAL:	
INT. DATE:	DESCRIPTION:
NAT 02/25/21	PHOTO SIMS - REV. A
NAT 10/06/21	PHOTO SIMS - REV. B

CHECKED BY:	DCL
PLOT DATE:	10/6/2021
PROJECT NUMBER:	28277
SET TYPE:	DRAFT
SHEET NUMBER:	PS-7

I:\28277\28277\Drawings\Photosim\CAD\PS-7.dgn



PROPOSED 100' MONOPOLE



**ACTUAL PHOTOGRAPH
BEFORE SIMULATION**

I:\06\000028277\Drawings\PhotoSim\CAD\PS-8.dwg

Edge
Consulting Engineers, Inc.
624 WATER STREET
PRairie DU SAC, WI 53578
608.844.1445 VOICE
608.844.1540 FAX
www.edgeconsul.com

uscellular
U.S. CELLULAR
8410 W. BERN MARSH AVE.
SUITE 700
CHICAGO, IL 60631

**PHOTO SIMULATION 8
PENN LANDING (760932)
NORTH LIBERTY, IOWA**

SUBMITTAL:	
INT. DATE:	DESCRIPTION:
NAT 02/25/21	PHOTO SIMS - REV. A
NAT 10/06/21	PHOTO SIMS - REV. B

CHECKED BY	DCL
PLOT DATE	10/6/2021
PROJECT NUMBER	28277
SET TYPE	DRAFT
SHEET NUMBER	PS-8



PROPOSED 100' MONOPOLE:
PRIMARILY SCREENED BY TREES



**ACTUAL PHOTOGRAPH
BEFORE SIMULATION**

I:\2020\28277\Drawings\Photos\sim\CAD\PS4.dgn

Edge
Consulting Engineers, Inc.
624 WATER STREET
PRAIRIE DU SAC, ILL 53578
608.844.1445 VOICE
608.844.1549 FAX
www.edgeconsul.com

CLIENT:
uscellular
U.S. CELLULAR
8410 W. BORN MARRS AVE.
SUITE 700
CHICAGO, IL 60631

**PHOTO SIMULATION 9
PENN LANDING (760932)
NORTH LIBERTY, IOWA**

SUBMITTAL:	
INT. DATE:	DESCRIPTION:
NAT 02/25/21	PHOTO SIMS - REV. A
NAT 10/06/21	PHOTO SIMS - REV. B

CHECKED BY	DCL
PLOT DATE	10/6/2021
PROJECT NUMBER	28277
SET TYPE	DRAFT
SHEET NUMBER	PS-9



PROPOSED 100' MONOPOLE



**ACTUAL PHOTOGRAPH
BEFORE SIMULATION**

I:\2020\28277\Drawings\Photos\sim\CAD\PS-10.dgn

Edge
Consulting Engineers, Inc.
624 WATER STREET
PRAIRIE DU SAC, ILL 55578
608.244.1445 VOICE
608.244.1540 FAX
www.edgeconll.com

CLIENT:
uscellular
U.S. CELLULAR
8410 W. BERN MARSH AVE.
SUITE 700
CHICAGO, IL 60631

**PHOTO SIMULATION 10
PENN LANDING (760932)
NORTH LIBERTY, IOWA**

SUBMITTAL:	
INT. DATE:	DESCRIPTION:
NAT 02/25/21	PHOTO SIMS - REV. A
NAT 10/06/21	PHOTO SIMS - REV. B

CHECKED BY:	DCL
PLOT DATE:	10/6/2021
PROJECT NUMBER:	28277
SET TYPE:	DRAFT
SHEET NUMBER:	PS-10



**ACTUAL PHOTOGRAPH
BEFORE SIMULATION**

I:\2020\28277\Drawings\Photos\sim\CAD\PS-11.dgn

CONSULTANT:

 624 WATER STREET
 PRAIRIE DU SAC, ILL 55578
 608.644.1445 VOICE
 608.644.1540 FAX
 www.edgeconsul.com

CLIENT:

 U.S. CELLULAR
 8410 W. BERN MARSH AVE.
 SUITE 700
 CHICAGO, IL 60631

**PHOTO SIMULATION 11
 PENN LANDING (760932)
 NORTH LIBERTY, IOWA**

SUBMITTAL:

INT. NAT	DATE	DESCRIPTION
	02/25/21	PHOTO SIMS - REV. A
	10/06/21	PHOTO SIMS - REV. B

CHECKED BY	DCL
PLOT DATE	10/6/2021
PROJECT NUMBER	28277
SET TYPE	DRAFT
SHEET NUMBER	PS-11



**ACTUAL PHOTOGRAPH
BEFORE SIMULATION**

I:\2020\28277\Drawings\Photos\sim\CAD\PS-12.dgn

Edge
Consulting Engineers, Inc.
624 WATER STREET
PRAIRIE DU SAC, ILL 62578
618.244.1445 VOICE
618.244.1540 FAX
www.edgeconll.com

uscellular
U.S. CELLULAR
8410 W. BERN MARSH AVE.
SUITE 700
CHICAGO, IL 60631

**PHOTO SIMULATION 12
PENN LANDING (760932)
NORTH LIBERTY, IOWA**

SUBMITTAL:	
INT. DATE:	DESCRIPTION:
NAT 02/25/21	PHOTO SIMS - REV. A
NAT 10/06/21	PHOTO SIMS - REV. B

CHECKED BY:	DCL
PLOT DATE:	10/6/2021
PROJECT NUMBER:	28277
SET TYPE:	DRAFT
SHEET NUMBER:	PS-12

First American Site Acquisition, Inc.

JULIE SHEBEK

P.O. Box 481

Riverside, IA 52327

Phone: 319-721-0411

September 8, 2021

City of North Liberty
Attn: Ryan Rusnak
3 Quail Creek Circle
North Liberty, Iowa 52317

Mr. Rusnak,

This letter is written to seek approval to allow USCOC of Greater Iowa, LLC to construct a telecommunication tower on the east side of Progress Street, North Liberty, Iowa. The leased land is owned by Robert and Robin Schuly.

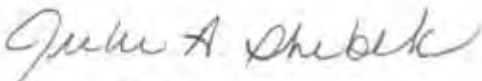
The proposed 100' monopole telecommunication tower is needed to help improve service to North Liberty.

Please consider this letter as part of the zoning application.

If you have any questions, or need additional information please contact me at 319-721-0411, or julie@firstamericansite.com.

Thank you for your time and attention.

Sincerely,



Julie A. Shebek

First American Site Acquisition, Inc.

On behalf of USCOC of Greater Iowa, LLC



**SWORN STATEMENT OF JEFF BANASZEK
IN SUPPORT OF NEW TOWER CONSTRUCTION PURSUANT TO IOWA STAT. 8C.3**

LINN COUNTY)
) ss.
STATE OF IOWA)

JEFF BANASZEK, being first duly sworn on oath, deposes and says that:

1. I am an adult resident of the State of Iowa and serve as a Radio Frequency Engineer with US Cellular.
2. My job duties include responsibility over the placement of the mobile service support structure being proposed on the east side of Progress Street, North Liberty, Iowa. The land is owned by Robert and Robin Schuly.
3. This sworn statement is made pursuant to Iowa Stat. 8C.3
4. The US Cellular proposal is being submitted because collocation within the search ring for the area covered by the proposal is infeasible due to not being able to obtain the correct height on existing tower located at N Bend Road. The water tower located at W 240th Street is infeasible due to the inability to weld, and the cost associated when the water tower needs to be painted.
5. The proposed tower must be located at the proposed site to meet the coverage Requirements.

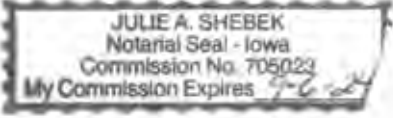
Jeff Banaszek

Subscribed and sworn to before me
this day of Sept. 1, 2021

Julie A. Shebek

Notary Public, State of Iowa

My commission: Sept 16, 2024



August 6, 2021

Vince Abben
GSS, Inc.
3311 109th Street
Urbandale, IA 50322

RE: Proposed 100' Sabre Monopole for Penn Landing, IA (22-1186-TJH-R1)

Dear Mr. Abben,

Upon receipt of order, we propose to design and supply the above-referenced Sabre monopole for an Basic Wind Speed of 109 mph without ice and 40 mph with 1.5" ice, Structure Classification II, Exposure Category C, and Topographic Category 1, in accordance with the Telecommunications Industry Association Standard ANSI/TIA 222-H-2017 "Structural Standard for Antenna Supporting Structures and Antennas".

When designed according to this standard, the wind pressures and steel strength capacities include several safety factors. Therefore, it is highly unlikely that the monopole will fail structurally in a wind event where the design wind speed is exceeded within the range of the built-in safety factors.

Should the wind speed increase beyond the capacity of the built-in safety factors, to the point of failure of one or more structural elements, the most likely location of the failure would be within the monopole shaft, above the base plate. Assuming that the wind pressure profile is similar to that used to design the monopole, the monopole will buckle at the location of the highest combined stress ratio within the monopole shaft. This is likely to result in the portion of the monopole above leaning over and remaining in a permanently deformed condition. This would effectively result in a fall radius of 50% of the pole's height. **Please note that this letter only applies to the above-referenced monopole designed and manufactured by Sabre Industries.**

Sincerely,

David Hill, P.E.
Design Engineer II





Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2021-ACE-5104-OE

Issued Date: 08/17/2021

Cathryn West
US Cellular Corporation - NH
10 Corporate Dr., Suite 210
Bedford, NH 03110

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Monopole 7601155 Penn Landing
Location:	North Liberty, IA
Latitude:	41-45-39.29N NAD 83
Longitude:	91-36-45.62W
Heights:	795 feet site elevation (SE) 105 feet above ground level (AGL) 900 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M.

This determination expires on 02/17/2023 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (816) 329-2508, or vee.stewart@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2021-ACE-5104-OE.

Signature Control No: 484242108-491717772

(DNE)

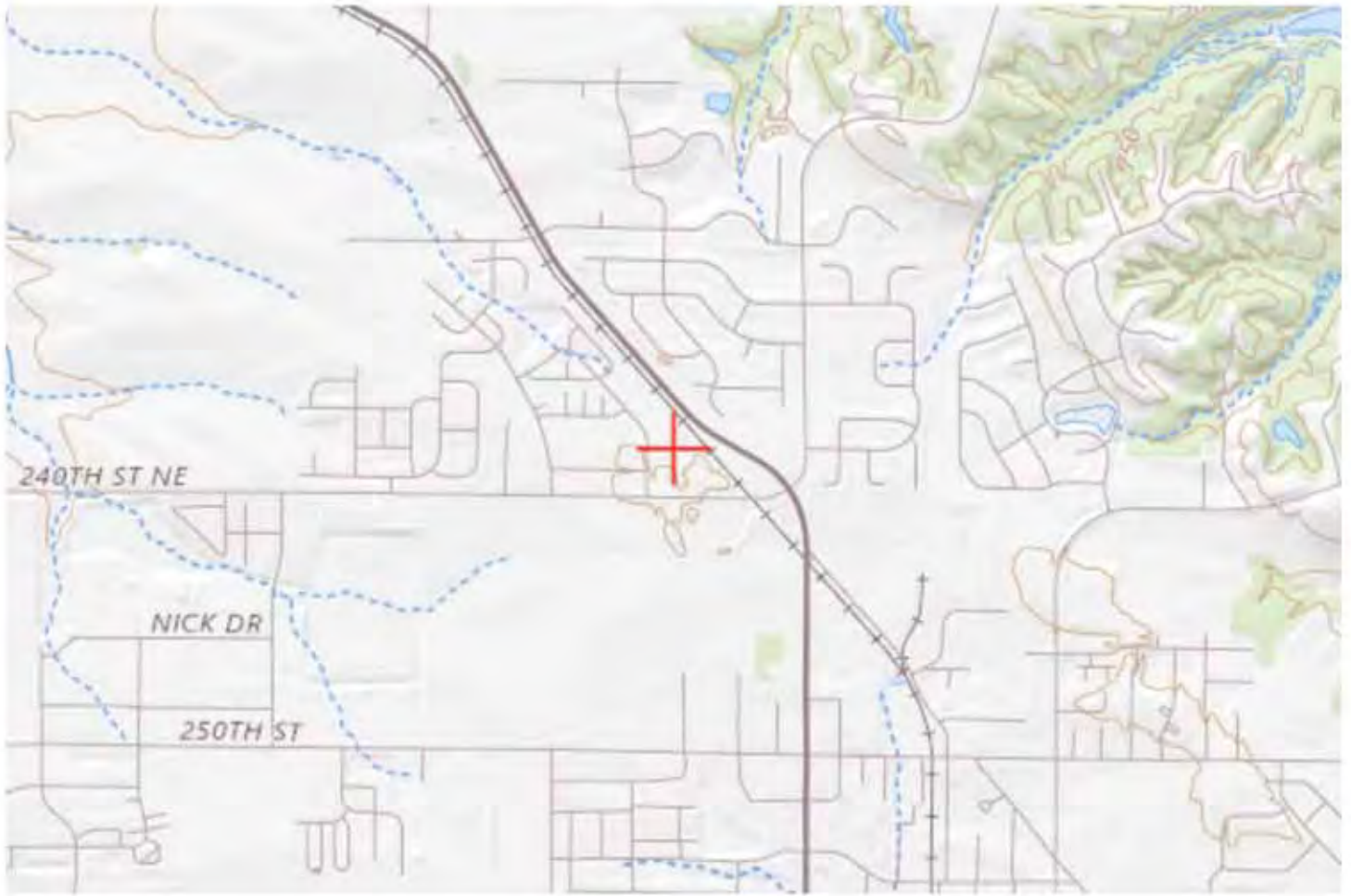
Vee Stewart
Specialist

Attachment(s)
Frequency Data
Map(s)

cc: FCC

Frequency Data for ASN 2021-ACE-5104-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
6	7	GHz	55	dBW
6	7	GHz	42	dBW
10	11.7	GHz	55	dBW
10	11.7	GHz	42	dBW
17.7	19.7	GHz	55	dBW
17.7	19.7	GHz	42	dBW
21.2	23.6	GHz	55	dBW
21.2	23.6	GHz	42	dBW
614	698	MHz	1000	W
614	698	MHz	2000	W
698	806	MHz	1000	W
806	901	MHz	500	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
929	932	MHz	3500	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1670	1675	MHz	500	W
1710	1755	MHz	500	W
1850	1910	MHz	1640	W
1850	1990	MHz	1640	W
1930	1990	MHz	1640	W
1990	2025	MHz	500	W
2110	2200	MHz	500	W
2305	2360	MHz	2000	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W
2496	2690	MHz	500	W





Resolution No. 2021-104

**RESOLUTION APPROVING THE APPLICATION FOR A
COMMUNICATIONS TOWER INSTALLATION AT 1302
PROGRESS STREET FOR US CELLULAR**

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

WHEREAS, the owners, Robert & Robin Schulty, and the applicant, U.S. Cellular, have filed with the City Clerk an application for the installation of a communications tower at 1302 Progress Street;

WHEREAS, said application is found to conform with the Code of Ordinances of the City of North Liberty; and

WHEREAS, said application has been examined by City staff Commission, which offered the opinion that it achieves consistency with City Ordinances.

NOW, THEREFORE, BE IT RESOLVED that the City Council of North Liberty, Iowa, does hereby approve the application for a communications tower at 1302 Progress Street.

APPROVED AND ADOPTED this 9th day of November, 2021.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

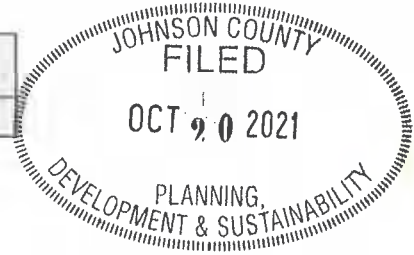
I, Tracey Mulcahey, City Clerk of the City of North Liberty, hereby certify that at a meeting of the City Council of said City, held on the above date, among other proceedings, the above was adopted.

TRACEY MULCAHEY, CITY CLERK



County Conditional Use Permit

Office Use Only	10.21.21	\$250 ⁻	BOA-21-28136
	Date Filed	Fee	Application Number



JOHNSON COUNTY, IOWA

APPLICATION FOR: CONDITIONAL USE PERMIT

Application is hereby made for approval of a (official use as listed in the Johnson County UDO, and *briefly* describe the proposed use [e.g. Home Industry for Antique shop, Special Events for Corn Maze, etc.]):
 A pressure washing/ exterior maintenance business homebase. Business services are not conducted on site.

Address of Location: 2757 Kansas Avenue, North Liberty, 52317

Subdivision name and lot number (if applicable): _____

Current Zoning: A Parcel Number: 0615476003

PLEASE PRINT OR TYPE

The undersigned affirms that the information provided herein is true and correct. If applicant is not the owner, applicant affirms that the owner(s) of the property described on this application consent to this application being submitted, and said owners hereby give their consent for the office of Johnson County Planning, Development, and Sustainability to conduct a site visit and photograph the subject property.

Alistair Miller

Name of Owner

Name of Applicant (if different)

2757 Kansas Avenue, North Liberty, IA 52317

Applicant Street Address (including City, State, Zip)

319-333-9169

amiller@mm.solutions

Applicant Phone

Applicant Email


Applicant Signature

See back page for Application Submittal Requirements and Checklist

To whom it may concern,

I currently live at 2757 Kansas Ave NE, North Liberty, IA, 52317 and am requesting Conditional Use Permit to be able to run my exterior maintenance business out of the building adjacent to my house on my property. I currently have one full time employee. All of our business services are conducted offsite, so no members of the public would be entering the property for business services. Our pressure washers are either truck or trailer mounted. The house of operation vary depending on projects as some could be overnight due to job site access, though these are at the customers locations and not on the 2757 Kansas Ave NE premises.

Best Regards,

Alistair Miller

Building & Parking Area





— Kansas Ave

Mailing Address

Watts Group Development Inc
425 E Oakdale Blvd #101
Coralville IA 52241

Mailing Address

Linn County Rec Association
PO Box 69
Marion IA 52302-0069

Mailing Address

Smalley Property 270 LLC
325 Waconia CT SW
Cedar Rapids IA 52404

Mailing Address

Grace Community Church Of North Liberty Iowa
2707 Dubuque St NE
North Liberty IA 52317

Mailing Address

James M & Beverly A Seelman
2790 Kansas Ave NE
North Liberty IA 52317

The following items must be submitted for the application to be complete. Incomplete applications will be returned and will not be considered until the next submission deadline. If working with an engineer who can provide CAD or GIS line work, electronic submissions should be submitted in accordance with the PDS department's electronic submission guidelines (see below). Preference is that electronic submission is provided prior to hard copy submission, or the day after the posted submission deadline.

Initial each item below to confirm that you are aware of the submittal requirements for an application to be considered complete.

am A letter of intent explaining the proposed use including but not limited to the number of employees, parking facilities, days and hours of operation, estimate of maximum number of public expected on site an any one time, provisions for water and wastewater, type of equipment to be used, signage, etc.

am A location map for the proposed site showing County roads serving the site as well as surrounding properties.

am Three (3) copies of the required site plan identifying the access, any structure(s) for the proposed use, parking areas, signage location, and any Supplemental Conditions as required by Chapter 8:1.23.

am The names and addresses of owners of all property within five hundred (500) feet of the parent property or parcel.

am Application Fee (\$250) is due at the time of submittal.

For uses which are required by Chapter 8:1.23 to comply with Environmental Standards (found in Chapter 8:3), the application must include the following (if not required, write N/A):

_____ **Either** one (1) copy of the Sensitive Areas Analysis in compliance with the Sensitive Areas Ordinance **OR** an approved Sensitive Areas waiver.

_____ **Either** one (1) copy of the Stormwater Management Plan (including soil erosion and sediment control) in compliance with the Stormwater Management regulations **OR** an approved Stormwater Management waiver.

am Official comment or waiver from any City located within two (2) miles of the proposed use.

- For applications located within two (2) miles of any city, the applicant must obtain official comment or waiver from the City Council (or the Council's duly authorized representative) before the Johnson County Board of Adjustment will hear the request.

am Proof of application to the Johnson County Health Depart for a Public Health Zoning Application.

(Optional) Electronic Submission Requirements – If an electronic submission of a building site plan or other line work related to a Conditional Use Permit is being submitted, it should conform with the following:

_____ Electronic or digitized copy (CAD line work or GIS geodatabase) of proposed plat in .dwg format (.dxf is also acceptable if .dwg is not an option. No .zip files will be accepted).

- Submission must be saved in AutoCAD 2007 or older format.
- Submissions must use Coordinate System: NAD_1983_StatePlane_Iowa_South_FIPS_1402_Feet
- If applicable, submission should include existing structures (if any), property lines, road right-of-way lines, required setback lines, and requested setback lines.
- Submission should NOT include legends, legal descriptions, location maps, signature blocks, etc.

Ryan Rusnak

From: Alistair Miller <amiller@mm.solutions>
Sent: Wednesday, November 03, 2021 9:47 AM
To: Ryan Rusnak
Subject: Re: [EXTERNAL] Re: Request for Conditional Use Permit

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.

The reason I purchased the property is with the view to future growth, you and I spoke last year regarding the property on scales bend road with the larger barn and smaller garages scattered all over the place. I've tried to call you a couple of times over the last few weeks to discuss ideas, I just don't leave voicemails.

My plan is to develop it commercially in some form, if the business I have is still in existence when it is time to pull the trigger on a development project or simple sale of the property, then it would move. MMS is definitely in a maintain vs grow stage. There is no value in me keeping the equipment that sits here now, or desire for me to do so. It's in my interest to sell it given I've no intent on using it.

Get [Outlook for iOS](#)

From: Ryan Rusnak <rrusnak@northlibertyiowa.org>
Sent: Wednesday, November 3, 2021 9:38:40 AM
To: Alistair Miller <amiller@mm.solutions>
Subject: RE: [EXTERNAL] Re: Request for Conditional Use Permit

Email correspondence if fine.

So how do we as a City provide an opinion on a business with the hope that a lot of equipment is going to be removed in the future?

We expect a lot of growth in that area so I'm concerned about the compatibility with the area now and in the future.



RYAN RUSNAK, AICP
PLANNING DIRECTOR
(319) 626-5747 office

Messages to and from this account are subject to public disclosure unless otherwise provided by law.

From: Alistair Miller [mailto:amiller@mm.solutions]
Sent: Wednesday, November 03, 2021 9:34 AM

To: Ryan Rusnak <rrusnak@northlibertyiowa.org>
Subject: Re: [EXTERNAL] Re: Request for Conditional Use Permit

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.

Ok, Do you need it in a doc form or just email?

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Get [Outlook for iOS](#)

From: Ryan Rusnak <rrusnak@northlibertyiowa.org>
Sent: Wednesday, November 3, 2021 9:25:04 AM
To: Alistair Miller <amiller@mm.solutions>
Subject: RE: [EXTERNAL] Re: Request for Conditional Use Permit

We can chat, but ultimately I need to have something in writing, so I can forward it to our City Council.



RYAN RUSNAK, AICP
PLANNING DIRECTOR
(319) 626-5747 office

Messages to and from this account are subject to public disclosure unless otherwise provided by law.

From: Alistair Miller [<mailto:amiller@mm.solutions>]
Sent: Wednesday, November 03, 2021 9:24 AM
To: Ryan Rusnak <rrusnak@northlibertyiowa.org>
Subject: Re: [EXTERNAL] Re: Request for Conditional Use Permit

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I tried to call but it goes straight to voicemail. Can I give you a call this afternoon?

A lot of that equipment will be sold in the near future as I've scaled things back significantly.

On Nov 3, 2021, at 9:22 AM, Ryan Rusnak <rusrnak@northlibertyiowa.org> wrote:

Great. Are you able to provide more detail on the nature of the business?

What you submitted for your County application is not very descriptive.

There looks to be a fair amount of vehicles/equipment out there.

<image001.png>

RYAN RUSNAK, AICP
PLANNING DIRECTOR
(319) 626-5747 office

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From: Alistair Miller [<mailto:amiller@mm.solutions>]
Sent: Wednesday, November 03, 2021 9:19 AM
To: Ryan Rusnak <rusrnak@northlibertyiowa.org>
Subject: [EXTERNAL] Re: Request for Conditional Use Permit

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Hi Ryan,

I can make it then.

I was also curious if you knew what the markers on my property by the Kansas Avenue are for. Seemed they've staked around 15-20feet in from the REC property down to inline with where they did the work going under the interstate.

Thanks,

Alistair

On Nov 2, 2021, at 8:26 AM, Ryan Rusnak <rusrnak@northlibertyiowa.org> wrote:

Alistair,

The County forwarded your request to provide an opportunity for the City to provide a recommendation.

My intent is for this to be placed on the November 9, 2021 City Council agenda.

The meeting begins at 6:30 pm. Would you be able to attend this meeting?

<image001.png>

RYAN RUSNAK, AICP

PLANNING DIRECTOR

(319) 626-5747 office

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Ryan Rusnak

From: Alistair Miller <amiller@mm.solutions>
Sent: Wednesday, November 03, 2021 7:08 PM
To: Ryan Rusnak
Subject: RE: [EXTERNAL] Re: Request for Conditional Use Permit

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Hi Ryan,

Can you send me over the agenda for the meeting, please.

Thanks,

Sent from [Mail](#) for Windows

From: Ryan Rusnak <rrusnak@northlibertyiowa.org>
Sent: Wednesday, November 3, 2021 9:38:40 AM
To: Alistair Miller <amiller@mm.solutions>
Subject: RE: [EXTERNAL] Re: Request for Conditional Use Permit

Email correspondence if fine.

So how do we as a City provide an opinion on a business with the hope that a lot of equipment is going to be removed in the future?

We expect a lot of growth in that area so I'm concerned about the compatibility with the area now and in the future.



RYAN RUSNAK, AICP
PLANNING DIRECTOR
(319) 626-5747 office

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From: Alistair Miller [mailto:amiller@mm.solutions]
Sent: Wednesday, November 03, 2021 9:34 AM
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<image001.png>

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Jones Boulevard

PROPOSAL FOR SERVICES

TO: City of North Liberty

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

PROJECT NAME: North Liberty Jones Boulevard Improvements

DATE: November 1, 2021

PROJECT DESCRIPTION: Design, bidding and construction phase services for Jones Boulevard and Penn Street improvements from 240th Street to Penn Street. Exhibits of the project location/concept improvements and concept phase project cost opinion are included with this proposal as attachments. The Concept Phase cost opinion for this project is \$2,650,000.

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

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

1. **Design Phase:** Design phase shall include the following services.
 - a. Topographic Survey: We will provide a topographic survey for the project including surface features, topographic information, utilities as located by One-Call, easements, and right-of-way. The survey will be used as the base map for the design plans.
 - b. Geotechnical investigation: We will provide an estimated eight soil borings and geotechnical engineering report related to topsoil depths and recommended pavement section. This work shall be completed by a subconsultant (Terracon Consultants).
 - c. Design Services: We will provide design services for the street improvement project including construction phasing and traffic control plans. The design process/approach will include regular meetings with City staff and coordination with private utility companies and the adjacent developer.
 - d. Permitting: We will prepare and submit a DNR NPDES permit application and DNR watermain construction permit application.
 - e. Acquisitions and Easements: We will prepare necessary temporary and permanent easement and property acquisition legal descriptions and exhibits as needed for the project.
 - e. Construction Documents: Construction documents will consist of preparing complete plans for public bidding and construction. The package will be reviewed and approved by City staff prior to authorization for public hearing and distribution to bidders.
 - f. Cost Opinion: We will prepare opinions of probable construction costs for the project. Updated cost opinions will be prepared and reviewed with City staff as a deliverable with each preliminary and final design phase submittal package.



- g. Project Manual: We will prepare a project manual including bidding documents, construction contract, and technical project specifications for the project.
- 2. **Bidding Phase**: Services include preparation of bid documents, distribution of contract documents to potential bidders, provide clarification of documents and answer contractor questions, issue addenda as needed, attend bid opening, prepare tabulation of bids, and provide recommendation to the Owner regarding award of contract.
- 3. **Construction Phase**: Services include the following based upon an estimated six-month construction period.
 - a. Prepare and distribute construction contract and Notice to Proceed.
 - b. Review form of contract, bonds, and insurance.
 - c. Schedule and facilitate a preconstruction meeting to communicate schedule and the administrative details of the project.
 - d. Provide construction staking.
 - e. Provide construction testing including subgrade compaction and concrete testing.
 - f. Provide construction observation at appropriate intervals to determine if the work is proceeding in general conformance with the contract documents.
 - g. Facilitate and participate with weekly construction progress meetings.
 - h. Review contractor submittals. Issue clarifications and authorize changes to the contract documents. Negotiate and prepare change orders as needed.
 - i. Review payment applications and provide recommendation to Owner for payment.
 - j. Provide final review of work to determine if work has been completed satisfactorily. Prepare list of deficient items to the contractor as needed. Review final payment application, bonds, and provide recommendation to Owner for final acceptance.
 - k. Prepare Construction Record Drawings as provided by the Contractor and submit to the Owner.

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

- 1. Participation at design review meetings and review of design phase submittals. Provide authorization to proceed with final design and bid letting.
- 2. Schedule and conduct informational meeting(s) with property owners and the public as deemed necessary.
- 3. Negotiate and acquire the necessary right-of-way and/or easements as required for construction of the project. Schedule and meet with affected property owners to discuss easements required for the project.
- 4. Provide daily construction observation services to monitor progress of the project and provide on-site communications with the Contractor, engineer and adjacent property owners.

SCHEDULE: We will begin our services immediately after execution of this Agreement. The services will be completed in a timely manner. A preliminary project schedule is included with this proposal as an attachment.

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

Design & Bidding Phase	\$ 183,000	Lump Sum
Construction Phase	\$ 92,000	Hourly (estimated)
Reimbursable Expenses	<u>\$ 7,000</u>	As incurred (estimated)
Total	\$ 282,000	

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

ADDITIONAL SERVICES: Additional services requested that are not included in the Scope of Services will be provided at standard hourly rates.

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

ACKNOWLEDGEMENT OF OFFER AND ACCEPTANCE:

Proposal accepted and work is authorized to proceed:

THE CITY OF NORTH LIBERY, IOWA

SHIVE-HATTERY, INC.

BY: _____



Kevin P. Trom, P.E.
Project Manager

TITLE: _____

DATE ACCEPTED: _____

KPT/bad

- Enc.: Standard Terms and Conditions
- Jones Boulevard Concept Improvements Exhibit
- Jones Blvd COP
- Penn Street COP
- Preliminary Schedule

STANDARD TERMS AND CONDITIONS

PARTIES

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

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

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

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

INDEMNIFICATION

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

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

HAZARDOUS MATERIALS - INDEMNIFICATION

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

STANDARD OF CARE

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

BETTERMENT

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

Project.

RIGHT OF ENTRY

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

PAYMENT

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

TERMINATION

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

INFORMATION PROVIDED BY OTHERS

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

UNDERGROUND UTILITIES

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

CONTRACTOR MATTERS

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

SHOP DRAWING REVIEW

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

OPINIONS OF PROBABLE COST

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

CONSTRUCTION OBSERVATION

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

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

OTHER SERVICES

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

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

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

DISPUTE RESOLUTION

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

EXCUSABLE EVENTS

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

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

ASSIGNMENT

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

SEVERABILITY, SURVIVAL AND WAIVER

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

GOVERNING LAW

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

EQUAL EMPLOYMENT OPPORTUNITY

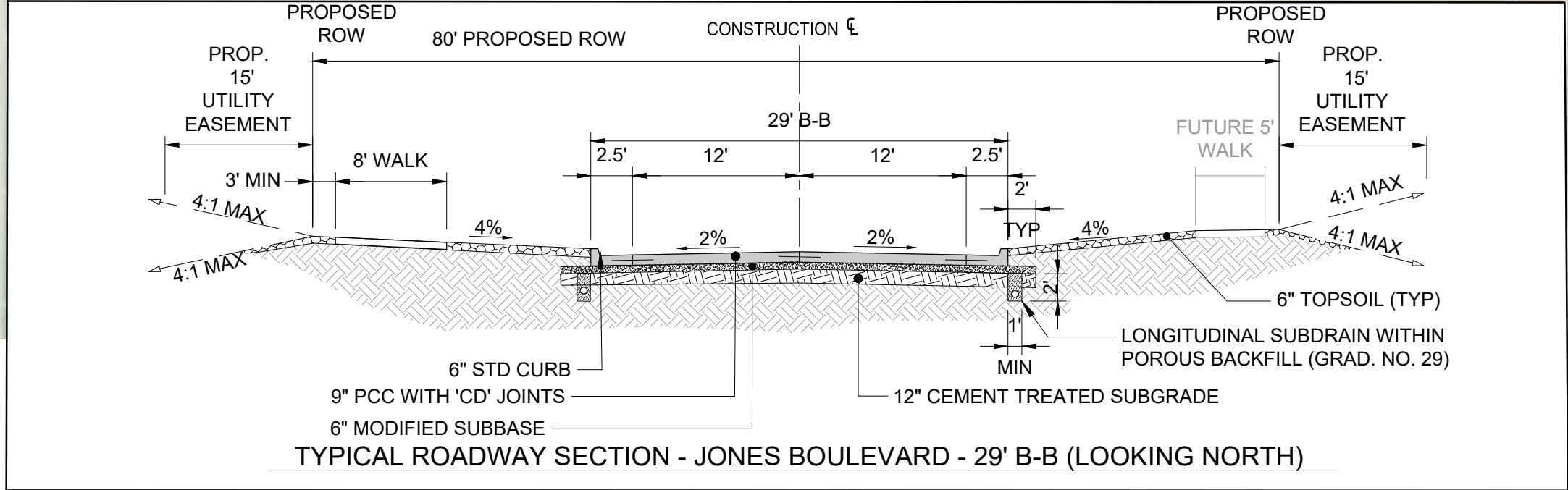
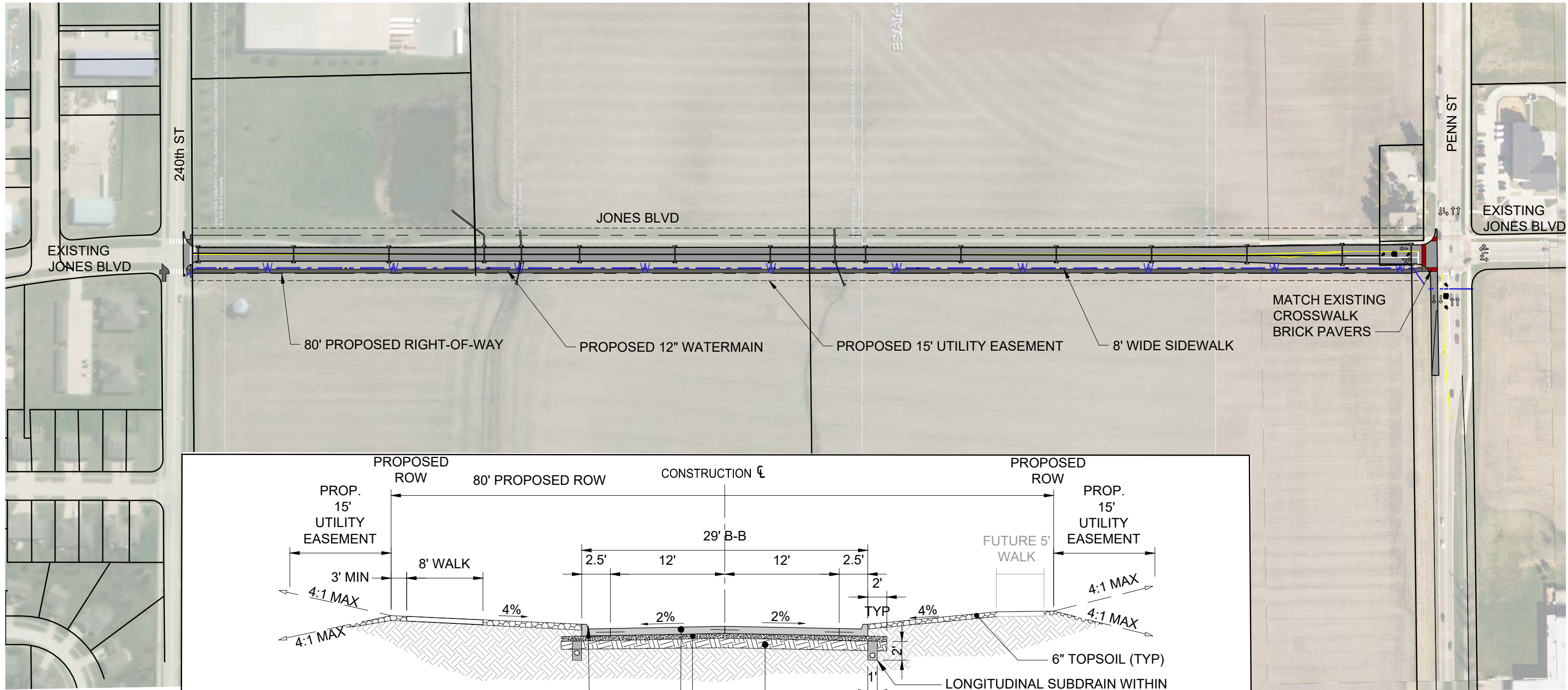
It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA),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

COMPLETE AGREEMENT

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

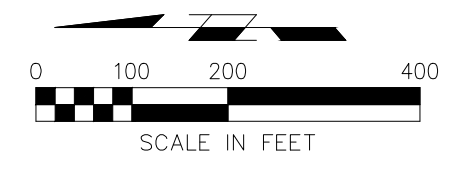
ACCEPTANCE

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



JONES BOULEVARD EXTENSION

8/20/2021



DESCRIPTION: 29-foot wide urban section PCC Roadway extension from Penn Street to 240th Street (approx. 2600-feet). Also included is 8-ft walk connections, watermain and stormsewer. Assume 80-foot wide ROW needed. (Penn St Improvements not included)

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED COST
1	CLEARING & GRUBBING	ACRE	1	\$ 5,000.0	\$ 5,000
2	EXCAVATION, CL 10, ROADWAY AND BORROW	CY	9,800	\$ 12.0	\$ 117,600
3	TOPSOIL, STRIP, SALVAGE & SPREAD	CY	3,000	\$ 8.0	\$ 24,000
4	MODIFIED SUBBASE	CY	1,773	\$ 38.0	\$ 67,374
5	STANDARD OR SLIP FORM PCC PAVEMENT, CLASS C, CLASS 3 DURABILITY, 9 IN.	SY	8,873	\$ 50.0	\$ 443,650
6	APRONS, CONCRETE	EACH	2	\$ 2,500.0	\$ 5,000
7	INTAKE, SW-509	EACH	32	\$ 5,500.0	\$ 176,000
8	AREA INTAKE, SW-512	EACH	3	\$ 4,500.0	\$ 13,500
9	SUBDRAIN, LONGITUDINAL	LF	5,200	\$ 12.0	\$ 62,400
10	SUBDRAIN OUTLETS	EACH	54	\$ 350.0	\$ 18,900
11	STORM SEWER, RCP, 200D (CIII)	LF	2,720	\$ 75.0	\$ 204,000
12	REVTMENT, CLASS E	TON	200	\$ 50.0	\$ 10,000
13	REMOVAL OF PAVEMENT	SY	35	\$ 10.0	\$ 350
14	REMOVAL OF SIDEWALK	SY	2,400	\$ 8.0	\$ 19,200
15	SUBGRADE STABILIZATION	SY	10,640	\$ 8.5	\$ 90,440
16	SIDEWALK, P.C. CONCRETE	SY	2,485	\$ 50.0	\$ 124,250
17	DETECTABLE WARNINGS	SF	160	\$ 75.0	\$ 12,000
18	REMOVAL OF FENCE, FIELD	LF	2,500	\$ 5.0	\$ 12,500
19	SIGNAGE	LS	1	\$ 3,000.0	\$ 3,000
20	PAINTED PAVEMENT MARKINGS, DURABLE	STA	65	\$ 295.0	\$ 19,175
21	TRAFFIC CONTROL	LS	1	\$ 5,000.0	\$ 5,000
22	MOBILIZATION	LS	1	\$ 92,000.0	\$ 92,000
23	EROSION CONTROL AND SEEDING	ACRE	5	\$ 9,000.0	\$ 45,000
24	WATER MAIN, TRENCHED, PVC, 12 IN.	LF	2,600	\$ 50.0	\$ 130,000
25	WATER MAIN, TRENCHLESS, PVC, 12 IN.	LF	150	\$ 120.0	\$ 18,000
26	FITTINGS BY COUNT, DUCTILE IRON, 12 IN.	EACH	5	\$ 700.0	\$ 3,500
27	FIRE HYDRANT ASSEMBLY, WM-201	EACH	9	\$ 5,000.0	\$ 45,000
28	VALVE, GATE, DIP, 12 IN.	EACH	5	\$ 2,500.0	\$ 12,500
29	CONTINGENCY (15%)	LS	1	\$ 267,000.0	\$ 267,000

Sub-Total Construction	\$ 2,047,000
Engineering, Legal, Administration (15%)	\$ 307,050
Linn Co. Rec Relocation and Underground Conversion	\$ 120,000

***TOTAL \$ 2,475,000**

*Does not include costs for right-of-way, easements or environmental mitigation, if required.

West side developer cost	\$ 825,000
East side developer cost	\$ 825,000
City cost	\$ 825,000

Right-of-Way Acquisitions (4.6-ac @ 65k)	\$ 299,000
Utility Easement Acquisitions (1.9 -ac @ 65K)	\$ 123,500

DESCRIPTION: Connect Jones Blvd Improvements to Penn Street intersection. Includes extension of westbound lane, paver crosswalks and signal heads.

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED COST
1	EXCAVATION, CL 10, ROADWAY AND BORROW	CY	270	\$ 12.0	\$ 3,240
2	TOPSOIL, STRIP, SALVAGE & SPREAD	CY	96	\$ 8.0	\$ 768
3	MODIFIED SUBBASE	CY	115	\$ 38.0	\$ 4,370
4	STANDARD OR SLIP FORM PCC PAVEMENT, CLASS C, CLASS 3 DURABILITY, 9 IN.	SY	510	\$ 60.0	\$ 30,600
5	REMOVAL OF PAVEMENT	SY	211	\$ 10.0	\$ 2,110
6	SUBGRADE STABILIZATION	SY	692	\$ 8.5	\$ 5,882
7	SIDEWALK, P.C. CONCRETE	SY	13	\$ 100.0	\$ 1,300
8	DETECTABLE WARNINGS	SF	32	\$ 70.0	\$ 2,240
9	SIGNAGE	LS	1	\$ 1,000.0	\$ 1,000
10	PAINTED PAVEMENT MARKINGS, DURABLE	STA	10	\$ 295.0	\$ 2,950
11	TRAFFIC CONTROL	LS	1	\$ 5,000.0	\$ 5,000
12	MOBILIZATION	LS	1	\$ 7,000.0	\$ 7,000
13	EROSION CONTROL AND SEEDING	ACRE	0.2	\$ 9,000.0	\$ 1,800
14	UNIT PAVERS W/ SLAB	SY	67	\$ 175.0	\$ 11,725
15	TRAFFIC SIGNAL HEADS	LS	1	\$ 50,000.0	\$ 50,000
16	CONTINGENCY (15%)	LS	1	\$ 20,000.0	\$ 20,000
				Sub-Total Construction	\$ 150,000
				Engineering, Legal, Administration (15%)	\$ 22,500
				*TOTAL	\$ 173,000

*Does not include costs for environmental mitigation, if required.

NL Jones Boulevard
Project Schedule *Updated 10-29-21*

<u>Milestones</u>	<u>Date</u>
Approve Engineering Proposal	Nov 9, 2021
Survey / Base Map Completed	Nov 26, 2021
Coordination meeting Quarter Moon (Snyder)	Dec 3, 2021 (tbd)
Coordination meeting Linn County REC	Dec 10, 2021 (tbd)
Complete soil borings investigation	Dec 22, 2021
30% Submittal (Plans/Specs/Costs)*	Dec 22, 2021
Owner Review Meeting	Jan 3, 2022 (tbd)
Coordination meeting Quarter Moon (Snyder)	Jan 10, 2022 (tbd)
Receive geotechnical report	Jan 17, 2022
Identify constraints/easement needs**	Jan 24, 2022
70% Submittal (Plans/Specs/Costs)*	Feb 7, 2022
Owner Review Meeting	Feb 14, 2022 (tbd)
Submit easement & acquisition legals & exhibits**	Feb 14, 2022
Coordination meeting Quarter Moon (Snyder)	Feb 16, 2022 (tbd)
Coordination meeting Linn County REC	Feb 18, 2022 (tbd)
100% Submittal (Plans/Specs/Costs)*	Mar 7, 2022
Owner Review Meeting	Mar 11, 2022 (tbd)
Coordination meeting Quarter Moon (Snyder)	Mar 15, 2022 (tbd)
Issue Bid Documents	March 25, 2022
Public Hearing (Council Meeting)	April 12, 2022
Approve Acquisitions / Easements (Council Meeting)**	April 12, 2022
Bid Opening (City Hall)	April 19, 2022
Award Construction Contract (Council Meeting)	April 26, 2022



Begin Construction***	May 2022
Substantial Completion	September 2022 +/-
Final Completion	October 2022 +/-

*Owner review meetings typically one week following submittal

**Easements & acquisitions are unknown at this time

***Construction schedule assumes utility relocations are completed prior to start of roadway construction May 2022. Supply chain issues are currently affecting Linn County REC and their ability to commit to timelines related to power relocation and new power

Resolution No. 2021-105

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

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

WHEREAS, the City Council desires to conduct the Jones Boulevard Improvements Project;

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

NOW, THEREFORE, BE IT RESOLVED that the agreement presented by Shive-Hattery is approved for Design, Bidding, and Construction services relating to the Jones Boulevard Improvements Project Services Agreement at a lump sum fee of \$282,000 plus costs of expenses is hereby approved as set forth therein.

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

APPROVED AND ADOPTED this 9th day of November, 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



Mickelson Second Developer's Agreement

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

**DEVELOPER'S AGREEMENT
MICKELSON SECOND ADDITION**

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

SECTION 1. REQUEST FOR PLAT APPROVAL.

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

A PORTION OF AUDITOR'S PARCEL 2017115 IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 80 NORTH, RANGE 7 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, JOHNSON COUNTY, IOWA, DESCRIBED AS FOLLOWS:

Beginning at the Northeast Corner of Auditor's Parcel 2017115 in the City of North Liberty, Iowa, in accordance with the Plat thereof Recorded in Plat Book 61 at Page 274 of the Records of the Johnson County Recorder's Office, said Corner being the Northeast Corner of Section 23, Township 80 North, Range 7 West, of the Fifth Principal Meridian; Thence S00°46'27"E, along the East Line of said Auditor's Parcel 2017115, a distance of 66.00 feet; Thence S88°28'17"W, along said East Line, 323.35 feet; Thence S00°46'17"E, along said East Line, 606.39 feet; Thence S89°13'43"W, along said East Line, 604.15 feet; Thence N00°46'17"W, 177.73 feet; Thence S89°13'43"W, 0.26 feet; Thence N00°46'17"W, 240.26 feet; Thence N01°31'43"W, 246.39 feet, to a Point on the North Line of said Auditor's Parcel 2017115; Thence N88°28'17"E, along said North Line, 931.06 feet, to the Point of

Beginning. Said Mickelson Second Addition contains 9.77 Acres, and is subject to easements and restrictions of record.

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

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

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

1. The final plat conforms to the preliminary plat, excluding lots 26 through 37, lots 55 through 62, and lots 68 through 71 which are referenced on the preliminary plat but not included on the final plat, and excepting for the construction of an 8' wide sidewalk on the north side of Remley Street;

2. The construction plans have been submitted and approved;

3. The public improvements have been constructed and accepted by the City or, in the event the Developer requests and the City agrees to the construction of the public improvements after final plat approval, the Developer has complied with the security requirements set forth in Section 180.11(2)(A) of the Code of Ordinances and Section 8 of this Agreement; and

4. The Developer enters into and abides by this Agreement.

B. The Developer further agrees that this Agreement shall be a covenant running with the land and shall be binding on the present and future owners of the property.

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

1. This Agreement has been fully executed by the Developer, filed with the City Clerk, and approved by the City Council;

2. The Developer has complied with the erosion control and grading provisions set forth in Section 5 of this agreement;

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

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

SECTION 3. DEVELOPMENT REQUIREMENTS AND PROPERTY IMPROVEMENTS.

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

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

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

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

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

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

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

5. The Developer shall submit a storm water management plan that will identify the drainage of this development and specify the manner in which storm water, drainage and runoff will be accommodated. The Developer agrees to dispose of all storm water through the approved storm water and drainageway system as set forth in the storm water management plan. The design and construction of the storm water detention basin, if required by the City for this development, shall be in compliance with the City's current storm water management ordinances and policies. The Developer shall have a duty to

continue the drainage across the property, and, in no event, shall the Developer create an undue hardship on the adjoining property owners in the manner in which storm water runoff and drainage is managed.

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

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

8. A Stormwater Management Facility Maintenance Agreement (or BMP Agreement) shall be required to be approved before or at the time of final plat approval, which shall include terms and conditions related to off-site maintenance and repair responsibilities as agreed upon by the parties. City understands, acknowledges and approves that the Developer will assign this obligation to the homeowners association. See also Paragraph E of this section.

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

1. The Developer shall pay the following costs:

- a. \$ 12,077.33 (\$1,229.00 per acre over 9.77 acres) for West Trunk sewer tap-on fee per Preliminary Plat Agreement Section 5(1).
- b. Fifty percent (50%) of the actual, reasonable costs of the construction of Remley Street, in satisfaction of Preliminary Plat Agreement Section 5(2). Said costs are estimated at \$ 290,814.00 as of the date of this Agreement, and such estimated costs are agreed and understood by the parties to be reasonable under all the facts which are presently known or knowable. The City will pay to the Developer the remaining fifty percent (50%) of said actual, reasonable costs after construction is completed, contemporaneously with final plat approval. The Developer or the City may elect to set off the balance of any sums contemplated to be paid under this Agreement only with the written permission of the other party.
- c. \$ 24,768.00 for the Developer's portion of the costs of the future construction of an 8' wide sidewalk on the north side of Remley Street. Notwithstanding the Preliminary Plat Agreement or any related cost-sharing agreements, Developer is not otherwise responsible for construction of said sidewalk.
- d. \$ 68,032.00 for the Developer's portion of the 18" sewer main to be installed along Remley Street as described in Section 3(D)(2) below.

These costs shall be submitted to the City in full prior to Council approval of that final plat.

2. The City shall install an 18” sewer main along Remley Street as part of a public works project that will, in part, benefit Developer. The Developer shall coordinate construction and development within the subdivision with the City to the extent necessary to facilitate the City’s installation of said sewer line.

3. The Developer will ensure the construction of two emergency vehicle turnarounds, one at the West end of Isabelle Lane, and one on the south side of Remley Street, west of Lot 38, as approved by the City. The emergency vehicle turnaround shall be designed and constructed to support at least 75,000 lbs. and with width and turnaround provisions that meet the standards set out in Table D103.4, 2018 IFC. Notwithstanding the requirements of this paragraph, the Developer may use a stone surface or gravel material temporarily only if the following conditions are met:

- a. The temporary emergency vehicle turnaround areas are designed to carry 75,000 pounds,
- b. The Developer agrees to maintain the stone surface or gravel material,
- c. The stone surface or gravel material may be used for no more than three (3) years after approval of the final plat,
- d. The Developer provides proof of its right of use of this property, whether by ownership or easement, for the temporary emergency vehicle turnaround areas prior to construction permits being issued,
- e. The temporary emergency vehicle turnaround areas conform to all other fire code requirements,
- f. The Developer provides the City with security (letter of credit or cash escrow) in the amount of \$21,111.25. The Developer shall execute a security agreement approved by the City Attorney and provided at the same time the security is provided, which shall allow the City to install permanent turnarounds and use the security to cover the costs thereof in the event the Developer defaults on its obligations pursuant to this Paragraph 3.

In the event a stone surface or gravel material is used but one or more of these terms or conditions is not met, the Developer shall install hard surface turnarounds in accordance with applicable City ordinances and design standards within sixty (60) days after the City sends a notice requiring said hard surface to be installed.

4. The provisions of Section 3(D)(3)(c) of the Developer’s Agreement for Mickelson First Addition Subdivision, as set forth in Book 5763, Page 488 of the office of the Johnson County Recorder’s Office, Johnson County, Iowa, are hereby modified so as to terminate within three (3) years after approval of the final plat of Mickelson’s Second Addition subdivision.

E. Homeowners Association. The Developer agrees that a homeowners association, hereinafter referred to as "HOA," has been created and shall be subject to the following requirements.

1. The City shall have the opportunity to review and approve all documentation related to the initial formation and organization of the HOA, which shall then be recorded at the Developer's expense. The City shall thereafter be provided notices concerning any reorganization of the HOA, dissolution of the HOA, changes in membership in the HOA, or proposed changes in any duties or responsibilities of the HOA that directly affect the City.

2. Said HOA shall include the owners of all buildable lots within the underlying preliminary plat, excluding lots 26 through 37, lots 55 through 62, and lots 68 through 71 which are referenced on the preliminary plat but not included on the final plat.

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

4. The HOA shall own in perpetuity and be responsible for the maintenance of all outlots within the boundaries of the preliminary plat (excluding lots 26 through 37, lots 55 through 62, and lots 68 through 71 which are referenced on the preliminary plat but not included on the final plat), including but not limited to stormwater management facilities and landscape buffers, consistent with all terms and conditions set out in this Agreement.

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

SECTION 4. PUBLIC UTILITIES.

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

SECTION 5. EROSION CONTROL AND GRADING.

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

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

SECTION 6. PHASED DEVELOPMENT.

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

SECTION 7. PUBLIC IMPROVEMENTS AND ASSESSMENT WAIVER.

A. If all the public improvements and facilities except for sidewalk construction deferred in accordance with Section 3(C)(4) as provided in this Agreement are not installed and accepted by the City prior to approval of the final plat, the Developer is required to either deposit in escrow or file a surety bond with the City in the amount equal to the estimated costs of the public improvements and facilities except for sidewalk construction deferred in accordance with Section 3(C)(4), plus ten (10) percent prior to the approval of the final plat, as set forth in Section 180.11(8)(A)(2) of the Code of Ordinances.

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

that this requirement to construct said public improvements, facilities and sidewalks is and shall remain a lien from the date of execution of this Agreement until properly released as hereinafter provided.

C. The Developer acknowledges and agrees that all lots of the subdivision are specifically benefited by the public improvements, facilities and sidewalks, and the cost of such public improvements, facilities and sidewalks need not meet the requirements of notice, benefit or value as provided by the law of the State of Iowa for assessing such improvements and facilities.

SECTION 8. ENGINEERING ADMINISTRATION AND CONSTRUCTION OBSERVATION.

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

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

SECTION 9. RELEASE.

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

SECTION 10. DEVELOPER'S OBLIGATION AND DEFAULT.

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

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

SECTION 11. AUTHORIZATION TO ENTER PREMISES.

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

SECTION 12. FEES.

The Developer agrees to record this Agreement and to pay all necessary recording and filing fees that accrue as a result of any work that is performed under this Agreement or made necessary as a result of this subdivision project. A copy of this recorded Agreement will be provided to the City.

SECTION 13. TIME OF PERFORMANCE.

Developer shall install all required public improvements, except for sidewalk construction deferred in accordance with Section 3(C)(4), within two (2) years from the date of City approval of this Agreement. In the event that the Developer fails to install the required public improvements within the above-referenced time, authorization to proceed with the development shall cease, and the Developer shall be required to seek reauthorization and approval of this development. Developer may, however, request an extension of time from the City. If an extension is granted, it may be conditioned upon updating any security posted by the Developer or requiring the Developer to provide security to reflect cost increases and extended completion date.

SECTION 14. MISCELLANEOUS.

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

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

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

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

E. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers must be in writing, signed by both parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or a release.

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

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

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

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

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

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

SECTION 15. NOTICES.

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

Kevin Digmann
MLDC, Inc.
711 S. Gilbert Street
Iowa City, IA 52240

Notices to the City shall be in writing, or via email (so long as receipt is acknowledged via email) and shall be either hand delivered to the City Administrator or mailed to the City by registered mail in care of the City Administrator at the following address:

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

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

SECTION 16. SUCCESSORS AND ASSIGNS.

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

DATED this ____ day of _____, 2021.

CITY OF NORTH LIBERTY, IOWA

MLDC, INC.

By: _____
Terry L. Donahue, Mayor

By:  _____
Kevin Digmann, Vice President

ATTEST: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

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 _____, 2020; and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

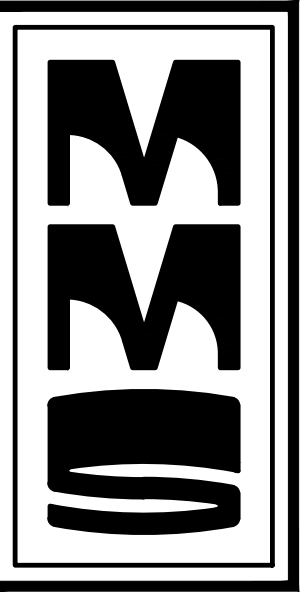
Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

This instrument was acknowledged before me on this 29th day of July, 2021, by Kevin Digmann, as Vice President of MLDC LLC.

Denise Rohm
Notary Public in and for the State of Iowa





CIVIL ENGINEERS
 LAND PLANNERS
 LAND SURVEYORS
 LANDSCAPE ARCHITECTS
 ENVIRONMENTAL SPECIALISTS
 1917 S. GILBERT ST.
 IOWA CITY, IOWA 52240
 (319) 351-8282
www.mmsconsultants.net

DEVELOPER'S AGREEMENT EXHIBIT EXHIBIT "A" MICKELSON SECOND ADDITION TO NORTH LIBERTY, JOHNSON COUNTY, IOWA

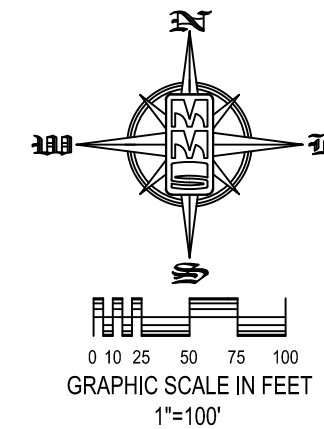
LOCATION: A PORTION OF AUDITOR'S PARCEL 2017115 IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 80 NORTH, RANGE 7 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, JOHNSON COUNTY, IOWA	SUBDIVIDER: MLDC INC 711 SOUTH GILBERT ST IOWA CITY, IOWA 52240
LAND SURVEYOR: RICHARD R. NOWOTNY P.L.S MMS CONSULTANTS INC. 1917 SOUTH GILBERT STREET IOWA CITY, IOWA, 52240 PHONE: 319-351-8282	DEED HOLDER: MLDC INC 711 SOUTH GILBERT ST IOWA CITY, IOWA 52240
DATE OF SURVEY: 10-08-2019	DOCUMENT RETURN INFORMATION: ATTORNEY SUBDIVIDER'S ATTORNEY: TIMOTHY J. KRUMM 122 SOUTH LINN STREET IOWA CITY, IOWA 52240

FOR COUNTY RECORDER'S USE

EASEMENT IDENTIFICATION TABLE	
LABEL	DESCRIPTION
①	15.0' WIDE PUBLIC UTILITY EASEMENT
②	20.0' WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT

CURVE SEGMENT TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BEARING
C1	89°14'34"	20.00'	31.15'	19.74'	28.10'	N43°51'00"E
C2	90°45'26"	20.00'	31.68'	20.27'	28.47'	N46°09'00"W
C3	90°00'00"	20.00'	31.42'	20.00'	28.28'	N44°13'43"E
C4	90°00'00"	20.00'	31.42'	20.00'	28.28'	N45°46'17"W

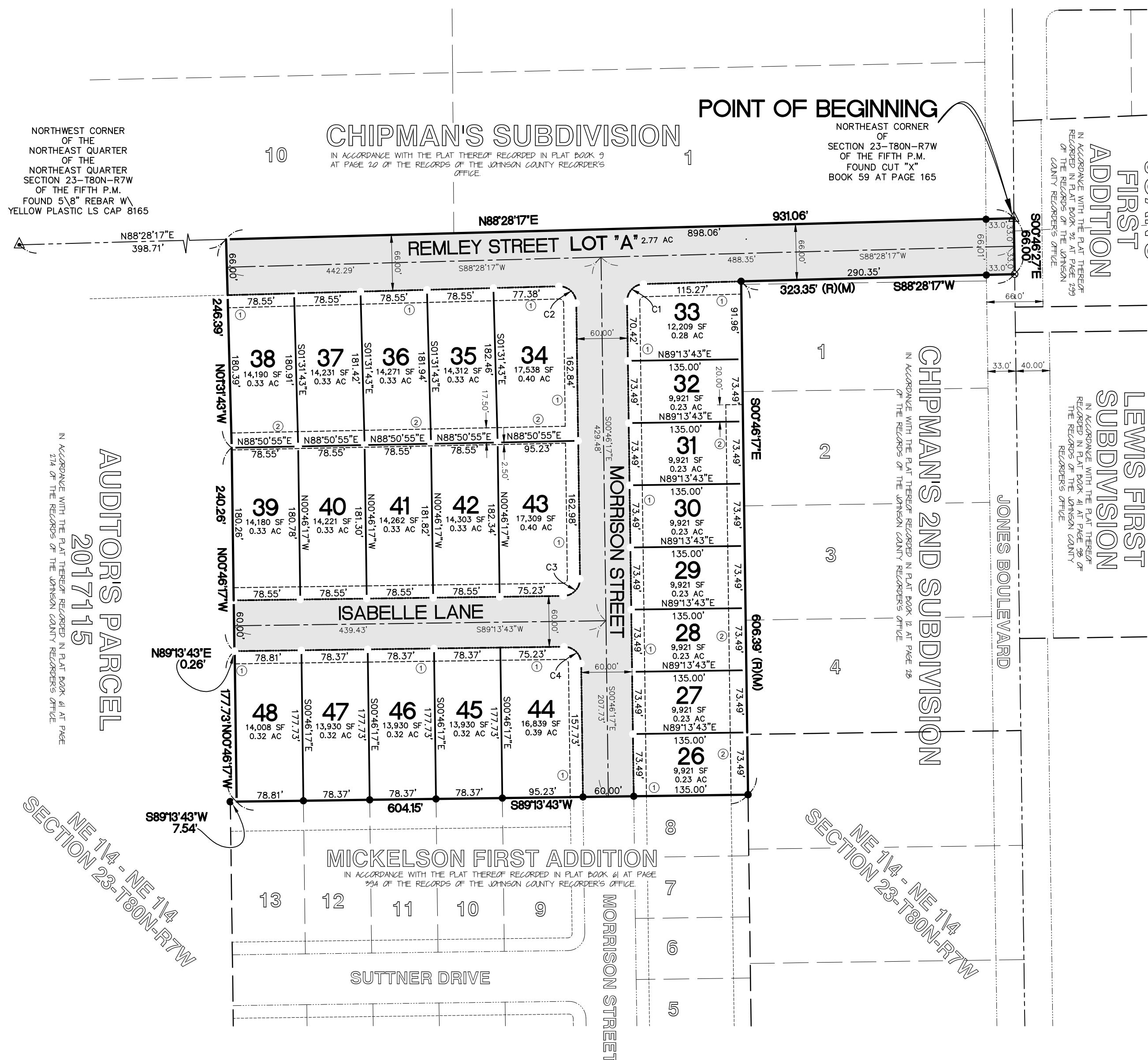
LOT "A" CONTAINS 2.81 ACRES, AND IS TO BE DEDICATED TO THE CITY OF NORTH LIBERTY FOR PUBLIC RIGHT-OF-WAY FOR JONES BOULEVARD, REMLEY STREET, MORRISON STREET, AND ISABELLE LANE.



LEGEND AND NOTES

- ▲ CONGRESSIONAL CORNER, FOUND
- PROPERTY CORNER(S), FOUND (as noted)
- PROPERTY CORNERS SET (5/8" Iron Pin w/ yellow, plastic LS Cap embossed with "MMS")
- ⊗ CUT "X"
- PROPERTY &/or BOUNDARY LINES
- - - CONGRESSIONAL SECTION LINES
- - - RIGHT-OF-WAY LINES
- - - CENTER LINES
- - - LOT LINES, INTERNAL
- - - LOT LINES, PLATTED OR BY DEED
- - - EASEMENT LINES, WIDTH & PURPOSE NOTED
- - - EXISTING EASEMENT LINES, PURPOSE NOTED
- - - MINIMUM BUILDING SETBACK LINES
- (R) RECORDED DIMENSIONS
- (M) MEASURED DIMENSIONS
- C22-1 CURVE SEGMENT NUMBER

UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS



DESCRIPTION - MICKELSON SECOND ADDITION

I HEREBY CERTIFY THAT DURING THE MONTH OF OCTOBER, 2019, AT THE DIRECTION OF MLDC INC., A SURVEY WAS MADE UNDER MY SUPERVISION OF A PORTION OF AUDITOR'S PARCEL 2017115 IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 80 NORTH, RANGE 7 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, JOHNSON COUNTY, IOWA, DESCRIBED AS FOLLOWS:

Beginning at the Northeast Corner of Auditor's Parcel 2017115 in the City of North Liberty, Iowa, in accordance with the Plat thereof Recorded in Plat Book 61 at Page 274 of the Records of the Johnson County Recorder's Office, said Corner being the Northeast Corner of Section 23, Township 80 North, Range 7 West, of the Fifth Principal Meridian; Thence S00°46'27"E, along the East Line of said Auditor's Parcel 2017115, a distance of 66.00 feet; Thence S88°28'17"W, along said East Line, 323.35 feet; Thence S00°46'17"E, along said East Line, 606.39 feet; Thence S89°13'43"W, along said East Line, 604.15 feet; Thence N00°46'17"W, 177.73 feet; Thence N89°13'43"E, 0.26 feet; Thence N00°46'17"W, 240.26 feet; Thence N01°31'43"W, 246.39 feet, to a Point on the North Line of said Auditor's Parcel 2017115; Thence N88°28'17"E, along said North Line, 931.06 feet, to the Point of Beginning. Said Turnstone Acres - Part One contains 9.77 Acres, and is subject to easements and restrictions of record.

DEVELOPER'S AGREEMENT EXHIBIT

EXHIBIT "A"
 A PORTION OF AUDITOR'S PARCEL 2017115 IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 80 NORTH, RANGE 7 WEST, OF THE FIFTH PRINCIPAL MERIDIAN

NORTH LIBERTY
 JOHNSON COUNTY
 IOWA
 MMS CONSULTANTS, INC.

Date:	10-31-19
Designed by:	PVA
Field Book No.:	1095
Drawn by:	RLW
Scale:	1"=100'
Checked by:	JEL
Sheet No.:	1
Project No.:	10493-001
IOWA CITY	
of:	1

Resolution No. 2021-106

A RESOLUTION APPROVING THE DEVELOPER'S AGREEMENT FOR MICKELSON SECOND ADDITION

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

WHEREAS, the terms and conditions for the development of Mickelson Second Addition have been set forth in an Agreement between the City of North Liberty and MLDC, Inc. and

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

NOW, THEREFORE, BE IT RESOLVED that that the Development Agreement between the City of North Liberty and MLDC, Inc. is approved Mickelson Second Addition, North Liberty, Iowa

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

APPROVED AND ADOPTED this 9th day of November, 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



Depository Resolution

RESOLUTION DESIGNATING HILLS BANK & TRUST COMPANY, MIDWEST ONE, GREEN STATE CREDIT UNION, GREAT WESTERN BANK, COLLINS COMMUNITY CREDIT UNION, TWO RIVERS BANK & TRUST, AND US BANK AS DEPOSITORIES FOR PUBLIC FUNDS BELONGING TO THE CITY OF NORTH LIBERTY, IOWA

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

WHEREAS, the City of North Liberty is desirous to name the Hills Bank & Trust Company, Midwest One, University of Iowa Community Credit Union, Great Western Bank, Collins Community Credit Union, Two Rivers Bank & Trust, and US Bank as Depositories of Public Funds.

NOW, THEREFORE, BE IT RESOLVED that the City of North Liberty will utilize the services of Green State Credit Union, Great Western Bank, Collins Community Credit Union, Two Rivers Bank & Trust and US Bank or coming into its possession, pursuant to the duly executed Agreements to Receive and Repay Deposits of public Funds. The maximum amount which may be thus deposited in each of the above-named depositories without further approval of the City Council and the Treasurer of State is \$7,000,000.

BE IT FURTHER RESOLVED that the City of North Liberty will utilize the services of the MidWest One or coming into its possession, pursuant to the duly executed Agreements to Receive and Repay Deposits of public Funds. The maximum amount which may be thus deposited in each of the above-named depositories without further approval of the City Council and the Treasurer of State is \$10,000,000.

BE IT FURTHER RESOLVED that the City of North Liberty will utilize the services of the Hills Bank & Trust Company or coming into its possession, pursuant to the duly executed Agreements to Receive and Repay Deposits of public Funds. The maximum amount which may be thus deposited in each of the above-named depositories without further approval of the City Council and the Treasurer of State is \$15,000,000.

BE IT FURTHER RESOLVED that the Mayor, Mayor Pro Tem, Treasurer, and Deputy Clerk are hereby authorized and directed to execute and deliver signature authorization cards to the Depositories and to execute all drafts, checks and other documents and correspondence regarding any accounts of the City of North Liberty at Depository; and the Library Director is authorized to execute and deliver a signature

authorization card to Midwest One and to execute all drafts, checks, and other documents and correspondence regarding the Library Fundraising accounts.

BE IT FURTHER RESOLVED that the City Clerk is directed to forward a certified copy of this Resolution to the above-named Depositories and any other parties which may request it for purposes of effectuating the deposit of public funds authorized hereunder or any security therefor, together with a certificate attesting to the names and signatures of the present incumbents of the offices described above and that the Clerk is further directed to certify to Depositories or other parties from time to time the signatures of any successors in office of any of the present incumbents.

APPROVED AND ADOPTED this 9th day of November, 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 is amended to read as follows:

75.05 DESIGNATED ROUTES AND OPERATION – SNOWMOBILES.

1. The City Council may from time to time, by resolution, designate routes for the operation of snowmobiles on public property within City limits. A map of such designated routes shall be published on the City's official web site, and a copy made available at the office of the City Clerk.

12. Snowmobiles may be operated on ~~public property~~the routes designated in accordance with paragraph 1 above 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 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 in Iowa Code § 321G.9(4)(a), and as provided~~ for designated routes in Chapter 75.05, no person shall operate a snowmobile on any public property, including the City parks, within the City.

SECTION 3. REPEALER. All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 4. 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 5. 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 6. 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

RESOLUTION NO. 2021-108

**ADOPTING A MAP DESIGNATING ROUTES FOR THE OPERATION OF
SNOWMOBILES WITHIN CITY LIMITS**

WHEREAS, Ordinance 2021-16 amends Chapter 75.05(1) of the North Liberty Code of Ordinances to provide for the designation of routes for the operation of snowmobiles on public property within City limits by resolution; and

WHEREAS, the North Liberty City Council finds that the map attached hereto as Exhibit A designates snowmobile routes that satisfy the City's interests in preserving public safety while allowing meaningful ingress and egress for snowmobiles.

BE IT THEREFORE RESOLVED BY THE CITY OF NORTH LIBERTY, IOWA that the snowmobile routes depicted on the map attached hereto as Exhibit A are adopted and designated as the only snowmobile routes permitted over and across public property, in accordance with Chapter 75.05(1) of the City Code. Such routes are to take effect when Ordinance 2021-16 is published.

BE IT FURTHER RESOLVED that the map of designated routes so approved shall be published on the City's official web site, and a copy made available for inspection in the office of the City Clerk.

APPROVED AND ADOPTED this 9th day of November, 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

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 in Iowa Code § 321G.9(4)(a), and for designated routes in Chapter 75.05, no person shall operate a snowmobile on any public property, including the City parks, within the City.

SECTION 3. REPEALER. All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 4. 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 5. 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 6. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on September 28, 2021.
Second reading on October 26, 2021.
Third and final reading on _____, 2021.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. 2021-16 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 is amended to read as follows:

75.05 DESIGNATED ROUTES AND OPERATION – SNOWMOBILES.

1. The City Council may from time to time, by resolution, designate routes for the operation of snowmobiles on public property within City limits. A map of such designated routes shall be published on the City's official web site, and a copy made available at the office of the City Clerk.
2. Snowmobiles may be operated on the routes designated in accordance with paragraph 1 above 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.
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 MISCELLANEOUS RULES – SNOWMOBILES.

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

Exhibit A





Criminal Penalty Ordinance

ORDINANCE NO. 2021-17

AN ORDINANCE AMENDING THE STANDARD CRIMINAL PENALTY IN CHAPTER 1.14 OF THE NORTH LIBERTY CODE OF ORDINANCES

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

SECTION 1. AMENDMENT OF ORDINANCE. Chapter 1.14 of the North Liberty Code of Ordinances is amended to read as follows:

1.14 STANDARD CITY CRIMINAL PENALTY.

Unless another penalty is expressly provided by this Code of Ordinances for violation of any particular provision, section or chapter, any person failing to perform a duty required by this Code of Ordinances or violating any provision of this Code of Ordinances or any rule or regulation adopted herein by reference shall, upon conviction of a simple misdemeanor, be subject to a fine of at least one hundred five dollars (\$105.00) but not to exceed eight hundred fifty-five dollars (\$855.00).

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 October 12, 2021.

Second reading on October 26, 2021.

Third and final reading on _____, 2021.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. 2021-17 in the North Liberty *Leader* on the ____ day of _____, 2021.

TRACEY MULCAHEY, CITY CLERK

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE STANDARD CRIMINAL PENALTY IN
CHAPTER 1.14 OF THE NORTH LIBERTY CODE OF ORDINANCES**

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

SECTION 1. AMENDMENT OF ORDINANCE. Chapter 1.14 of the North Liberty Code of Ordinances is amended to read as follows:

1.14 STANDARD CITY CRIMINAL PENALTY.

Unless another penalty is expressly provided by this Code of Ordinances for violation of any particular provision, section or chapter, any person failing to perform a duty required by this Code of Ordinances or violating any provision of this Code of Ordinances or any rule or regulation adopted herein by reference shall, upon conviction of a simple misdemeanor, be subject to a fine of at least ~~sixty-one hundred~~ five dollars (\$~~610~~5.00) but not to exceed ~~six-eight~~ hundred ~~twenty-fifty~~-five dollars (\$~~628~~55.00).

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



Additional Information

To **Mayor and City Council**
CC **City Administrator**
From **Tom Palmer, Building Official**
Date **11/7/2021**
Re **Monthly Report**

October Permits:

92 permits were issued in October with estimated construction value of 11.6 million dollars. 41 residential unit permits were issued with construction value of 10.7 million dollars. Staff completed 468 inspections during the month of October.

Rental/Code Compliance Cases:

Seven new rental permit applications received in October. A total of 21 code compliance cases were processed in October.

Scooters Coffee Project:

Less than four months ago construction started on a new drive-thru coffee shop called Scooters. The owner Mark Holtkamp will open the coffee shop to the public early November.





October Permit Tally Report

	Permit Type		Construction Value	Total Fees
Group: Underground Storage Tanks Storage Tank for Motor Vehicle Fuel Dispensing				
			\$130,000.00	\$100.00
Group Total: 1				
Group: Accessory Structure				
			\$25,100.00	\$0
Group Total: 2				
Group: Commercial Alteration				
			\$387,000.00	\$4,205.25
Group Total: 6				
Group: Deck				
			\$9,500.00	\$190.75
Group Total: 2				
Group: Display of Fireworks				
			\$0.00	\$200.00
Group Total: 1				
Group: Driveway				
			\$11,512.50	\$75.00
Group Total: 3				
Group: Fence				
			\$13,671.00	\$150.00
Group Total: 6				
Group: Fire Alarm & Detection Equipment				
			\$1,261.26	\$79.00
Group Total: 1				
Group: Mechanical Electrical Plumbing (MEP)				
			\$57,538.90	\$1,100.55
Group Total: 11				
Group: New Single Family Dwelling				
			\$6,059,301.00	\$55,306.03
Group Total: 17				
Group: New Single Family Dwellings Attached				
			\$3,330,346.00	\$38,899.92
Group Total: 16				
Group: New Townhouse				
			\$1,440,000.00	\$17,514.00
Group Total: 8				
Group: Permanent Sign				
			\$12,000.00	\$100.00

October Permit Tally Report

Group Total: 2

Group: Residential Addition

			\$16,725.00	\$313.35
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Group Total: 2

Group: Residential Alteration

			\$58,296.00	\$1,048.19
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Group Total: 9

Group: Right of Way

			\$10,000.00	\$48.50
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Group Total: 2

Group: Swimming pools, spas and hot tubs

			\$8,000.00	\$23.50
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Group Total: 1

Group: Utility Service

			\$66,220.00	\$23.50
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Group Total: 1

Group: Zoning Certificate

			\$0.00	\$25.00
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Group Total: 1

			\$11,636,471.66	\$119,402.54
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Total Records: 92



Permit Summary Report Inspection Type

Schedule Date 01/01/2021 TO 10/31/2021

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Row	Total
Inspection request	7	1	17	22	15	10	10	8	15	16	0	0		121
Re-inspection	20	22	55	46	63	37	69	46	34	61	0	0		453
1st SWPPP	1	3	11	11	10	9	5	8	19	16	0	0		93
Above Suspended Ceiling	1	0	1	1	0	1	0	0	0	1	0	0		5
Backflow Preventer	0	0	1	0	0	0	0	1	1	0	0	0		3
Building Sewer	0	0	0	1	0	0	1	0	1	1	0	0		4
Commercial Final	1	1	6	2	3	2	1	0	1	1	0	0		18
Commercial Photovoltaic (PV) Solar System	0	0	0	0	0	0	0	0	0	1	0	0		1
Commercial Rough-In	0	5	5	2	3	0	1	1	1	1	0	0		19
Deck, Porch, Sunroom Footings	3	0	15	10	13	24	7	12	18	10	0	0		112
Final	12	4	4	6	18	17	12	13	12	12	0	0		110
Fire - Automatic Sprinkler System	1	0	6	5	2	2	0	0	0	1	0	0		17
Fire - Automatic Sprinkler System - Preconcealment	0	5	0	0	0	0	0	0	1	2	0	0		8
Fire - Fire Alarm Installation	1	0	4	0	1	1	0	2	0	1	0	0		10
Fire - Fire Alarm Installation (Rough-In)	0	0	0	0	0	0	0	0	0	2	0	0		2
Fire - Fire Dept. Acceptance	1	0	4	0	2	0	0	1	0	1	0	0		9
Fire - Fire Pump Installation	0	0	0	0	0	0	0	1	0	0	0	0		1
Fire - LP-Gas (Temporary Installation)	2	0	0	0	0	0	0	0	0	0	0	0		2
Fire - Retail Sales of Fireworks	0	0	0	0	0	4	0	0	0	0	0	0		4
Fire - Vehicle Exhaust Ventilation Equipment	0	0	0	0	0	0	0	0	0	1	0	0		1
Footings/Slabs	3	4	10	14	15	13	10	14	21	19	0	0		123
Foundation Dampproofing	0	2	5	5	14	0	9	8	8	16	0	0		67
Foundation Wall	3	3	8	15	13	10	14	14	16	24	0	0		120
Framing	0	0	0	1	0	0	0	0	0	3	0	0		4
Gas service release	5	3	24	5	2	15	5	15	22	23	0	0		119
Grading	0	1	5	6	8	7	10	7	5	7	0	0		56
Manufactured Home	0	0	0	1	0	0	1	0	0	0	0	0		2
Meeting	0	0	0	1	0	4	2	1	2	3	0	0		13
Notice of Termination CSR	2	1	0	1	0	0	2	6	5	8	0	0		25
Other	0	0	0	0	4	2	10	1	0	46	0	0		63
Out of the office	0	0	0	0	0	0	0	0	0	2	0	0		2
Permanent Electric Service Release	9	10	10	17	12	9	19	16	22	21	0	0		145
Plumbing below slab	6	3	13	8	21	4	20	14	11	21	0	0		121
Pool Final (residential)	0	0	0	0	0	1	0	0	0	1	0	0		2
Rental	0	99	112	4	0	0	48	51	21	25	0	0		360
Residential final (New Construction)	3	6	14	13	21	13	19	11	7	11	0	0		118
Residential Photovoltaic (PV) Solar System	3	1	3	2	2	6	4	5	5	2	0	0		33
Residential Rough-in (New Construction)	1	14	9	11	8	9	12	19	17	21	0	0		121
Rough-in	6	4	2	5	3	4	3	8	5	7	0	0		47
Sanitary Sewers	0	0	0	1	0	1	0	0	0	0	0	0		2
Sewer & Water Service	3	0	8	24	15	17	14	17	16	23	0	0		137
Sidewalk Release	2	2	3	4	10	6	10	7	2	6	0	0		52
Sump Pump Discharge Line	0	0	11	8	6	15	9	8	5	12	0	0		74
Temporary Electric Service	3	2	9	12	7	14	8	15	17	13	0	0		100
Water Heater	0	0	0	0	1	0	0	0	0	4	0	0		5
Water Main and Appurtenance	1	0	0	0	0	1	0	0	0	0	0	0		2
Water Service	0	0	1	1	0	3	0	0	4	2	0	0		11
Witness air pressure test and piping inspection	2	16	13	12	15	10	15	21	16	20	0	0		140
Totals:	102	212	389	277	307	271	350	351	330	468	0	0		3057



Certificate of Occupancy Monthly Report

Applicant	Parcel Address	Project Description	Permit Type	Date C.O. Issued
Mark Troutt	197 Parkview Ct	2022 Rental Permit	Residential Rental	10/18/2021
Alex Place	417 Washington Ave	2022 Rental Permit	Residential Rental	10/27/2021
Milder Construction	1665 Redbud Circle	Finish most of basement storage	Building	10/8/2021
Ty Waters	880 W. Zeller St.	2021 Rental Permit	Residential Rental	10/21/2021
Caleb Shield	777 River Bend Lane	New Zero Lot Line	Building	10/27/2021
Caleb Shield	782 River Bend Lane	New Zero Lot Line	Building	10/27/2021
Caleb Shield	780 River Bend Lane	New Zero Lot Line 1721 Townhome	Building	10/20/2021
Robson Homes Inc.	1065 Harrison Street	New single family dwelling	Building	10/15/2021
Robson Homes Inc.	1055 Harrison Street	New single family dwelling	Building	10/22/2021
Grand Rail Development	2901 Stoner Court Unit 14	Tenant Improvement	Building	10/8/2021
K&A Homes	1215 Salm Drive	New Home Construction	Building	10/18/2021
Roger Harbaugh	502 Penn Court	Finish preroughed in basement bathroom	Building	10/13/2021
Watts Group	505 N. Madison Avenue	Junge Auto Body Building	Building	10/14/2021
Robson Homes	1540 Franklin Street	New residential home	Building	10/8/2021
Jimmy Casas	1010 240th St #6	2022 Rental Permit	Residential Rental	10/15/2021
Landon Smith	155 Parkview Ct	2022 Rental Permit	Residential Rental	10/14/2021

Total Records: 16

Code Compliance Report

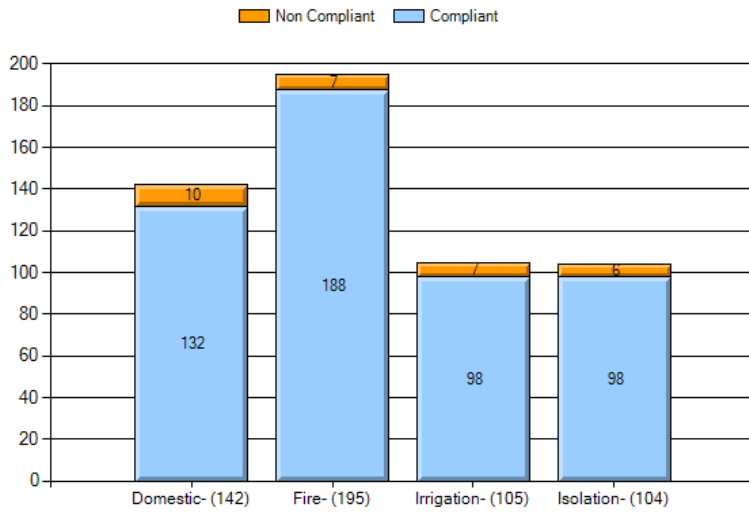
10/1/2021 - 10/31/2021

Case Date	Case #	Status	Complaint	Reporting Code
10/5/2021	20210162	Open	Tree Trimming	Zoning Code
10/5/2021	20210163	Open	Tree trimming	Zoning Code
10/5/2021	20210164	Open	Maintaining Fence	Zoning Code
10/5/2021	20210165	Open	Prohibited Fence	Zoning Code
10/6/2021	20210166	Closed	past due annual backflow preventer test report	City Code
10/6/2021	20210167	Closed	past due annual backflow preventer test report	City Code
10/6/2021	20210168	Open	past due annual backflow preventer test report	City Code
10/6/2021	20210169	Closed	Improper Parking	Zoning Code
10/6/2021	20210170	Closed	past due annual backflow preventer test report	City Code
10/6/2021	20210171	Open	past due annual backflow preventer test report	City Code
10/14/2021	20210172	Open	no rental permit	Housing Code
10/20/2021	20210173	Open	Tree in Right of Way	Zoning Code
10/20/2021	20210174	Closed	Weeds and Grass	Zoning Code
10/20/2021	20210175	Open	Storage of Junk	Zoning Code
10/20/2021	20210176	Open	Improper Location of Shed	Zoning Code
10/21/2021	20210177	Open	past due annual backflow preventer test report	City Code
10/21/2021	20210178	Open	past due annual backflow preventer test report	City Code
10/26/2021	20210179	Open	Improper Parking	Zoning Code
10/28/2021	20210180	Open	Improper Parking	Zoning Code
10/28/2021	20210181	Open	Improper Parking	Zoning Code
10/29/2021	20210182	Open	Storage of Junk	Zoning Code

[< Back](#)

Breakdown of Backflow Preventer Compliance

Utility Water System Show All ▼



Categories

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

Compliance	%	Compliant	Category Total
Domestic	93%	132	142
Fire	96%	188	195
Irrigation	93%	98	105
Isolation	94%	98	104
Totals	95%	516	546

Click a category in the chart above to view the details for that category or-
 Click one of the buttons below to view the details for all compliant/ non compliant hazards.

*Categories with high counts will take a little longer to view/ download.

- [Print Chart](#)
- [View All Compliant](#)
- [View All Non Compliant](#)
- [View All](#)



To **Mayor, City Council, Communications Advisory Commission**
CC **City Administrator Ryan Heiar**
From **Communications Director Nick Bergus**
Date **Oct. 29, 2021**
Re **Communications Staff Report**

COVID-19

The pandemic continues to be part of our messaging and planning, though we're planning to bring back some more regular programs and events in the coming year. We continue to amplify messaging from our public health partners and to reiterate our current policies around masking.

Outreach & Equity Coordinator

We have hired Micah Ariel James as our new — and first — Outreach & Equity Coordinator. She was most recently the associate director of education and community engagement at Hancher Auditorium, has a long work history of community engagement and outreach while working with diverse populations. She starts on Nov. 1.

We had more than 60 applicants for this position. A committee of eight staff, from Communications, Recreation, Library and Administration, reviewed and scored materials blindly, and a committee of four, including Communications, Recreation and Library staff, interviewed six candidates.

This position will work in close collaboration with Community Center staff to develop, execute, and support engagement and programs for targeted populations such as seniors, low-income households, non-native English speakers and communities of color; perform outreach to these populations; and develop and implement equity initiatives here at the Community Center. Further, the Outreach & Equity Coordinator will coordinate outreach across Community Center departments and develop and implement ways to make Community Center access more equitable and inclusive. This position helps social service agencies better serve residents in and of North Liberty through support and partnerships, works with other Communications Department staff to prioritize and produce communication originating from the Community Center, and helps with general functions of the Communications Department.

Communications Assistant

We have extended a conditional offer to hire a Communications Assistant, with a tentative start date of Nov. 1. Our plan is to keep this position very focused on producing public meetings and, if that goes well and there is mutual interest, to offer additional production opportunities as they arise. The role will still be limited in hours each week, but being able to take back some of Derek's time for other projects will be welcome.

Blues & BBQ, Beat the Bitter and a Slate of Events

This fall, at the urging of Administration, we've been looking at how we produce, support and market community events, incorporating lessons learned from the Summer Slate of 2021. And so, Jillian is working on sponsorships for next year's Blues & BBQ, Beat the Bitter and other City-produced events in a different way and all at once. Sponsorship opportunities are available for Blues & BBQ and Beat the Bitter, of course, but we're also asking sponsors to consider a slate opportunity, which will help support larger, free, quality-of-life community programs throughout the year and incorporate the types of events we hosted this past summer while also helping to support our tent-pole destination events of Blues & BBQ and Beat the Bitter. The response has been positive both internally, with programmers thinking about what this support can add to existing events as well as new possibilities, and with partners, some who sponsored the Summer Slate and some who are brand new. The Communications team liked how the Slate umbrella offered a rhythm for marketing events and would adapt the playbook for this year. This umbrella also offers increased incentive and reason to collaborate across departments. The goal is to raise \$175,000 in total sponsor dollars for 2022 community events.

Great Neighborhoods

We hosted the Neighborhood Ambassadors for the Quarter 4 meeting at the fire station. We were joined by Planning Technician Sara Doermann who took them through an activity related to the Comp Plan revision to get Ambassadors thinking about the future of North Liberty. The Ambassadors offered up ideas encompassing increasing access through public transit, community event spaces, pedestrian and bicycle connectivity and more. We also recapped the year and solicited and discussed ideas for the program's coming year. We plan to do a survey before the end of the year and will share feedback after its completion.

Social Service Highlights

Derek has been working closely with library staff to produce a series of videos with local social service agencies. This videos will be used in a variety of ways, including highlighting an agency-of-the-month and on social media.

Other Items

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

Staff represented the city at the Business Partnership's City Connection coffee, at the UIHC's groundbreaking, at the Iowa League of Cities bike tour in Coralville and North Liberty and at Better Together's Big Sort strategic planning workshop.

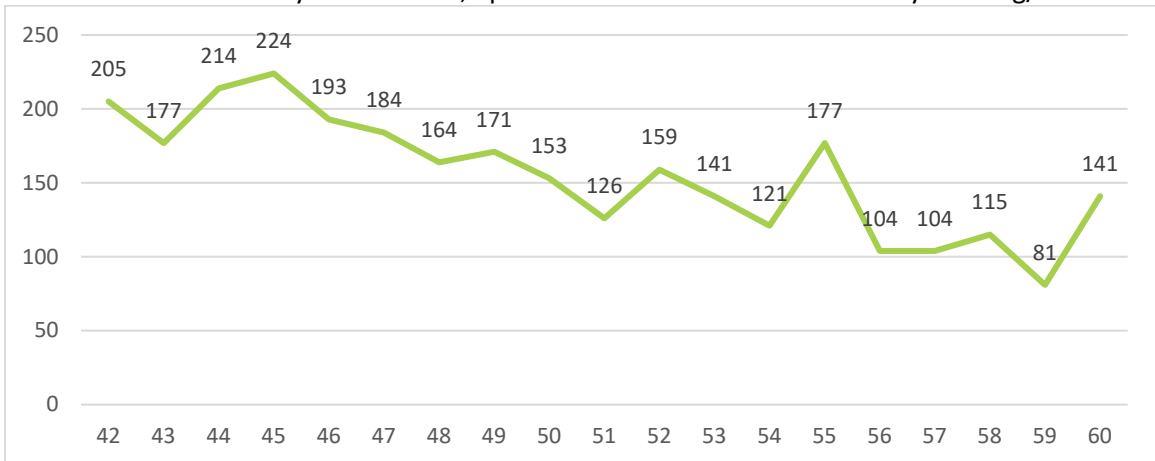
We posted news releases about upcoming programs, Halloween events, pool closures, hate crime ordinance and voting.

Completed Videos

Title	Requested By	Completed	Duration
Social: Derecho Tree Planting	Parks	Oct. 6	0:02
Candidate: Ereik Sittig	Communications	Oct. 7	0:03
Candidate: Chris Hoffman	Communications	Oct. 7	0:04
Candidate: Mike Mbanza	Communications	Oct. 7	0:004
Candidate: Brian Wayson	Communications	Oct. 7	0:03
Good Neighbor Meeting	Planning	Oct. 7	0:31
Parks and Recreation Commission	Administration	Oct. 7	0:36
City Council	Administration	Oct. 12	0:51
Library Board of Trustees	Administration	Oct. 18	0:42
Eye on North Liberty: Brian Platz	Communications	Oct. 25	0:18
City Council	Administration	Oct. 26	0:26
Total completed productions: 11	Duration of new video: 3.5 hours		

52317 Podcast

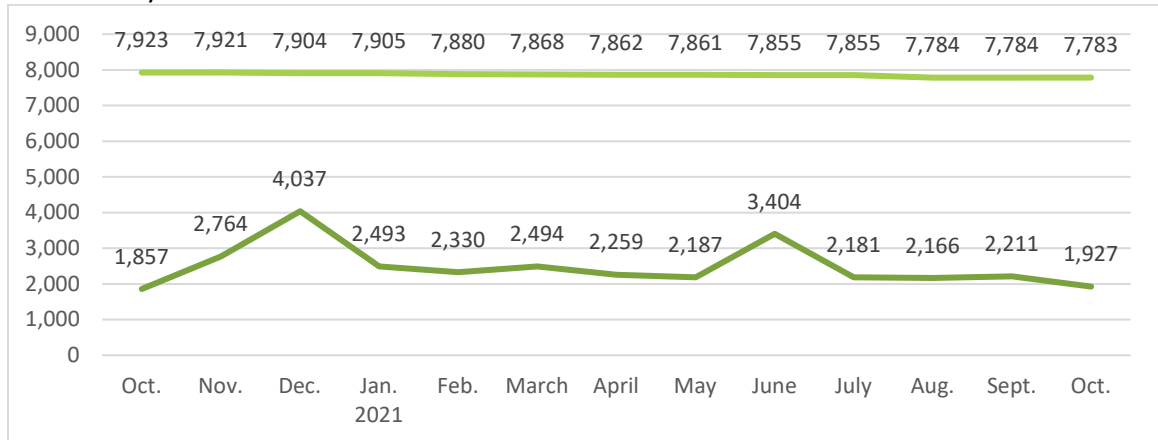
Release schedule is every three weeks; episodes can be found at northlibertyiowa.org/52317.



Downloads is the number times the podcast file was downloaded to a player, including a podcast client, webpage-embedded player or other device since its publication. Numbers are as reported by service provider LibSyn as of the date of this report. **Episodes** 60: Flip Salon & Spa; 59: Rock Valley Physical Therapy; 58: NASA; 57: Animal Kingdom; 56: Concha Audiology; 55: Silver Rooster Tattoo; 54: Aero Performance and Physical Therapy; 53: Beathe; 52: Meadowlark Psychiatric Services; 51: Psychiatric Associates; 50: Letter B; 49: Fryvecind Voice Studio; 48: A Chocolate Studio; 47: Corridor Rentals; 46: MixHomeMercantile; 45: The Lounge; 44: Debut Dance; 43: Ice Cube Press; 42: Brown's School of Martial Arts

North Liberty Bulletin Email Newsletters

In October, an update to Apple's Mail app made measuring opens more difficult and may impact the accuracy in the future.

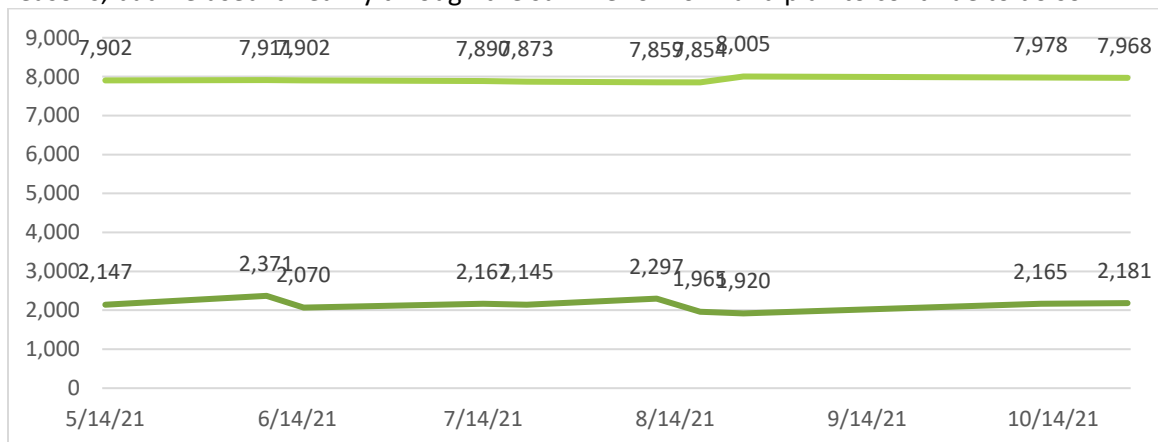


Recipients is the number of email addresses to which an issue of the Bulletin was sent and is represented by the top line. **Opens** is the number of unique recipients who opened the Bulletin and is represented by the bottom line; the standard open rate for government is 25.4%. Numbers are as reported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

Subject lines Oct: Pumpkin spice spooky decorative gourd season; Sept: My fall plans vs; Aug: Summer send-off 🌸
 July: My dog hates fireworks; June: Magical world of normal-ism; May: It's no walk in the park; April: Anything dirty or dingy or dusty; March: A really weird lion; Feb: Hi, neighbor 🐾; Jan: Storms ☁️; Dec: To new traditions 🧑‍🎄; Nov: Kindness Matters; Oct: Get your trebuchet ready.

Know Before You Go Emails

We developed and began sending "Know Before You Go" emails at the end of 2019 for community events that could accommodate large numbers of attendees without registration as a way to leverage the city's email list. The format didn't get a lot of use in 2020 for obvious reasons, but we used it heavily through the summer of 2021 and plan to continue to do so.



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

Events: Mega Kites; Concert in the Park (June); Drive-in Movies (June); Drive-in Movies (July); Inflatables Day; Eastern Iowa Circus; Concert in the Park and fireworks; Playground Crawl; Moonlight Walk; Haunted Happenings

Social Media

Month	Facebook		Twitter		Instagram	Nextdoor
	New likes	Reach	New follows	Impressions	Followers	Members
Oct 2021	50	35,617	2	20,600	2,537	5,279
Sept 2021	60	26,516	11	21,900	2,521	5,237
Aug 2021	59	26,710	15	40,100	2,497	5,178
July 2021	80	21,523	3	34,600	2,471	5,114
June 2021	72	25,066	-4	45,400	2,456	5,076
May 2021	73	23,940	-19	42,200	2,418	5,018
April 2021	33	24,980	19	49,800	2,381	4,959
March 2021	72	100,455	18	61,600	2,342	4,900
Feb 2021	96	24,756	22	48,700	2,305	4,818
Jan 2021	55	19,163	-4	32,500	2,276	4,760
Dec 2020	43	10,064	0	23,000	2,266	4,712
Nov 2020	37	9,978	20	50,600	2,242	4,684
Oct 2020	75	28,920	6	35,000	2,216	4,657

Facebook new likes is the net number of new users liking the city's Facebook page; it does not include new *followers*. **Facebook reach** is the number of unique users who saw any of the city's Facebook content, reported on a 28-day period. **Twitter new follows** is the net number of new users following the city on Twitter. **Twitter impressions** is the total number of times a tweet from the city was shown to a user. **Instagram new follows** is the net number of new users liking the city's Instagram account. **Nextdoor members** is the number of verified North Liberty residents who are users and able to receive our agency messages.

Website Statistics

Month	Sessions	Users	Pageviews	Pgs/Session	Avg Session
Oct 2021	17,041	13,190	32,858	1.93	1:10
Sept 2021	22,849	14,800	44,285	1.94	1:16
Aug 2021	29,557	21,990	54,762	1.85	1:12
July 2021	32,559	24,967	63,686	1.96	1:11
June 2021	22,840	19,955	64,284	2.03	1:28
May 2021	24,221	17,537	49,636	2.05	1:24
April 2021	22,452	13,855	44,847	1.37	1:24
March 2021	23,993	14,861	46,159	1.92	1:15
Feb 2021	27,228	20,540	47,047	1.73	1:06
Jan 2021	20,264	13,628	39,600	1.95	1:11
Dec 2020	16,287	12,267	32,867	2.02	1:18
Nov 2020	19,249	11,438	36,266	1.88	1:07
Oct 2020	26,779	19,448	47,929	1.79	1:10

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



TO: Johnson County Board of Supervisors
FROM: Jennie Garner, Library Director
DATE: Nov 3, 2021
SUBJECT: Monthly Library Report

Library News

We recently received a grant from the North Liberty Community Fund through the Community Foundation of Johnson County. The \$5200 grant will allow the library to purchase 15 iPads for library users to check out. We're very excited to begin offering this service and honored that the library was awarded these grant funds. We are waiting news about other grants will aid us in adding hotspots for patrons to take home to help people connect if they don't have Internet access at home.

As the weather gets colder, we're shifting some programming to inside and using our meeting rooms to hold storytimes and other programs but we still wanted to host our big annual Trunk or Treat event. It looked a bit different this year in order to keep things safer and a little more spread out we did Trick or Treat Trail along the trail just east of the Community Center. (see photos in program highlights). We had approximately 160 kiddos and their adults (guesstimate of about 400 people all told). The feedback for the walkabout was very positive despite a really chilly, gray fall day. The Children's Museum brought games and the Rec Center staff offered a less scary version of their Haunted Happenings in the Gerdin Conference Center after the trail walk.

One of our interactive programs this month was for patrons to make a piece of art that created part of a larger mural. called *The Flower Carrier*, modeled after Diego Rivera, a well-known Mexican muralist. His interest in the rights and well-being of indigenous people and poor workers in Mexico is often reflected in his works. Patrons could take a square and draw a piece of the mural. Some chose to create very literal renditions while others took a lot of creative liberties (note Harry Potter art in the upper right corner)! The result was a great piece of collaborative art that is currently being displayed in the library. Below is a picture of the mural we used and the design made by patrons of all ages:



The library once again hosted satellite voting on Oct. 30 and had over 400 people come in to vote that day.

I mentioned our current artist, Liona Rocca, on our art wall display last month. Her art has received rave reviews. Her mother told one of our staff that she received a commission and sold some of her prints from our display. This is thrilling news. Liona, a junior at Solon High School, writes: "I have found a love of calling out the inner hero in people through my comic style portraiture in digital art, water color, and mixed media. I spend hours sketching, practicing compositions, body poses and working with color theory principles to create original characters from every day photos."

Here are a couple shots of her work:



Space makes for great events! The Webb-O-Lantern and More Event on Oct 28 was open to 3rd graders to adults and drew 25 inquisitive people. Ashkbiz Danehkar, a NASA Subject Matter Expert from the University of Michigan, gave an informative virtual presentation about the launch of the James Webb Space Telescope. Everyone who attended took home a pumpkin, donated by Colony Pumpkin Patch, and telescope templates for carving as a fun take-home craft. Activity books, stickers, and pictures of the telescope were given out as well.

I was recently elected Vice President/President Elect of the Association for Rural & Small Libraries and feel so privileged to take a leadership role in this dynamic, growing and represent North Liberty on a national level in the process. Additionally, I was elected for a term to the Iowa Library Association Executive Board. I'm honored to serve both of these outstanding professional library associations.



Just a fun picture of our October book display created by our talented team.

Scroll for October Program Highlights

Raptor Center Program at the library



Weiner mobiles, Creepy Carrots (see the book!), tunnels of terror, haunted happenings, fire trucks, police cars, and goats. Who could ask for more for a day of Trick or Treat Fun.





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

From **Guy Goldsmith, Director of Parks, Building and Grounds**
Date **October 30, 2021**
Re **Monthly Report**

We performed various building maintenance tasks as needed this month. We continue to work with Shive Hattery and Contractors regarding the Pool Heater Project.

We continue to pick up park and trail trash receptacles and pet waste stations as needed this month.

We performed equipment repair and preventative maintenance on equipment as needed this month. We have begun servicing and installing winter equipment as time permits preparing for the upcoming season.

We maintained ball fields, soccer fields and facilities at Penn Meadows Park this month. The season has recently ended so we have winterizing all park facilities including all turf irrigation systems.

We winterized the water fountain at Liberty Centre Pond/Park.

We finished mowing and trimming all City parks and grounds for the season. All native prairie areas have been cut down for the season.

We performed ground and landscaping maintenance. All landscaping areas have been winterized for the season. It now takes staff approximately three weeks to cut down and winterize roundabouts and all other landscaping areas due to increasing inventory of landscaping.

We prepared and painted soccer lines at Penn Meadows Park in support of the soccer program. The season is now over.

We continue to meet with Shive Hattery regarding the Centennial Park Loop Road Project and Forevergreen Road Trail Improvement Project. We reviewed plans for the upcoming Dubuque Street Improvements Project as well as the future City Administration building plans. We continue to move forward with asbestos and hazardous material testing and future demolition of the property associated with the Dubuque Street Project. Park staff removed landscaping and other items called out to be removed ahead of the Dubuque Street Project.

We met with the Snowdrifters snowmobile club on multiple occasions to address concerns with the old route and helped establish a safer alternative route in North Liberty.

On October 2nd the Parks Department along with the IDNR hosted a free tree care workshop at Centennial Park. Residents learned about tree selection, how to plant a tree, care for new trees and common tree ailments, including the Emerald Ash Borer. After the workshop residents along with the IDNR and Parks Staff planted trees at Centennial Park, Broadmoor Pond, Penn Meadows Park, Beaver Kreek Park, Fox Run Pond and the Meade Barn property. The city received 32 trees through an Iowa Department of Natural Resources grant to help replace trees destroyed or seriously damaged by the August 10, 2020, Derecho.

Parks Staff attended the Aquatic, Forest, and Roadside Pest Management Re-Certification Applicator Class on October 20th at the Johnson County Extension Office. This is required annually to maintain our state pesticide and herbicide licenses.

We assisted the IDNR Fishery Management team with the release of 2000 rainbow trout on October 27th at Liberty Centre Pond. The trout arrived from the state hatchery near Manchester, Iowa. The trout stocking will give anglers winter long fishing opportunities at Liberty Centre Pond. All IDNR fishing regulations will be enforced.

We continue to work on the proposed FY2223 Parks operating budget and capital improvement plan to prepare for the next fiscal year.

The last of our Seasonal Park Maintenance Workers have finished working for the season. We had a great seasonal crew this year and couldn't have accomplished what we do without them.



Derecho Community Forestry Grant trees.



October 2nd tree care work shop and tree plant.



October 27th Rainbow trout delivery.



October 27th Rainbow trout delivery.



North Liberty Police Monthly Report October 2021

Training:

- Members attended monthly training for canine, bomb squad, tactical team, honor guard training, and dive team. (56 hours)
- All sworn members completed 1 day of bi-annual firearms training and tactical medical training, as well as 1 day of taser, felony traffic stops, scenario-based training, and drive training at Hawkeye Downs. (336 hours).
- Two members completed a week-long training with the joint tactical team put on by a national recognized presenter. (80 hours)
- A tactical team member attended Shield training in Cedar Rapids (8 hours).
- Our Drug Recognition Expert (DRE) was recertified in Des Moines. (8 hours)
- Chief attended the State Iowa Opioid Conference in Cedar Rapids (8 hours)
- The canine team attended training and was recertified (16 hours)
- One member attended free online training from the Homeland Security National Training program through Louisiana State University for site-protection and document inspection of terrorist organizations/threats. (8 hours)
- Our investigator attended training at MTTU-IV on Cyber-Bullying, and Sexting investigations through social media in Moline, Ill. (16 hours)
- The records staff attended the LE Admin Conference in West Des Moines. (16 hours)
- All officers completed the Visual Drone Spotter course online. This provides a second set of eyes for the drone pilot for any operation and for training. (23 hours)

Traffic Contacts	192
Parking Contacts	35
Vehicle Inspections	19
Vehicle Unlocks	19
Crash Investigations	39
Public Assists	367
Assist other Agency	131
Crimes Against Persons Report	10
Crimes Against Property Report	15
Other Reports	17
Arrests	19
Warrants	1
Alcohol/Narcotics Charges	14
Crimes Against Persons Charges	6
Crimes Against Property Charges	2
Other Charges	4
Animal Calls	66
Total Calls for Service	1815
*Total Calls for Service for the year	18298

Public Relations:

- We hosted our first HS mini-Police Academy through Kirkwood Learning Connection. We had an 8-hour day planned for being a police officer and working for NLPD. (Topics included, drone, canine, field sobriety testing, drunk goggles, simunitions, hiring process, investigation, drug task force, tactical team training and hiring expectations).



- Officer Burma attended the City's Halloween Walk at Liberty Park.



- Staff participated in a couple of Trunk or Treat events. One of them being the annual one put on by the city.



- 60 Pounds of Prescription Narcotics were turned in for the National Prescription Drug Take Back and properly disposed of by the DEA.
- Several Officers attended a meet and greet at Green State Credit Union and organized by Inclusive Cultural University (ICU) to foster better relationships with law enforcement. This event was very well attended by the students and area law enforcement. Thank you, ICU and Green State, for the invite and hosting.



- Worked the Light the Night event at Green State Credit Union. This overtime is paid by the Leukemia and Lymphoma Society.
- Officers continued to work U of I sporting events and Liberty High School athletic and Homecoming events at their request. Overtime is paid by those entities.
- 3 Child Safety Seat inspections were completed this month.
- Joel Miller assisted with Bomb Squad training for University of Iowa Criminal Justice program at the Joint Emergency Communication Center.

Equipment:

- Ordered and received Police Wall Art, for the Law Enforcement Memorial, was purchased for our training room and a conference room.
- We are still finishing items around the PD. Last week we had the handicap button at the front door worked on. It had not worked consistently since we have moved in.
- We received 3 portable defibrillators from a State of Iowa grant. These will be used for patrol purposes.

Enforcement/Crime:

- Reports were filed for a couple of individuals who had their windows smashed, and purses taken while at Debut Dance. We were not the only area where this happened. Other departments in the corridor have reported similar activity. We are conducting extra patrol in certain areas and remind people to hide or remove any valuables.
- A vehicle was stolen from 3 Lions Drive and later recovered in Cedar Rapids. During the follow-up investigation, the defendant was identified and arrested. The vehicle was returned to the owner.

Department Admin:

- Paid intern, Aubri Turnage, is continuing her internship through the University of Iowa. She will be with us until December. She has been helping with records as well as riding with patrol.
- Evidence team members organized evidence and obtained a destruction letter which is signed by a judge. This allows the department to remove and destroy narcotics related material. These cases, that involved drugs and drug paraphernalia, have already been disposed of in the court system or were abandoned property.
- Chief attended the quarterly Iowa Law Enforcement Council Meeting.
- Officer Justin Jacobi is halfway through his training at the police academy at Camp Dodge.
- Held a meeting with our Alliant Energy Account Manager and Tracey Mulcahey to look at our electric usage and making a change from the General Service Tariff to the Large General Service Tariff account plan based on our usage. This will result in a savings on our utility bill.
- Applications were dropped off at the NL Pantry and posted online for our first Thanksgiving Bountiful Feast event. In partnership with Z's Catering, families can sign up for a free dinner for their family. Hy-Vee has also graciously offered to donate the rolls. Applications are being accepted until November 5th.
- We are still working with Global/Tac10 to get certified for National Incident Base Reporting System (NIBRS) submission. This is the old Uniform Crime Reports (UCR) submission. We need to have all 2021 data to the FBI by March 2022. Certification means that we will be able to apply for government provided grants.
- We were notified that we were awarded a grant that covers a portion of our bulletproof vests.
- Chief attended a close session with NL City Council to discuss the Union proposals and current trends.
- Chief is working on the FY2024 budget proposal.
- NLPD/Chief also hosted the monthly department head meeting in our training room on the topic of hiring and training police officers.



Parks & Recreation Commission
November 4, 2021, 7:00pm
City Council Chambers, 1 Quail Creek Circle, North Liberty, Iowa

This meeting may be accessed live by the public in person or on the internet at northlibertyiowa.org/live, on Facebook at facebook.com/northliberty or on YouTube at youtube.com/c/northliberty. Meetings are rebroadcast on cable and available on-demand on northlibertyiowa.org.

1. Call to Order
2. Welcome newest board member, Gwen Johnson
3. Approval of Minutes
 - a. October 7, 2021
4. Reports
 - a. Parks Report
 - b. Recreation/Pool Report
 - c. Questions, Concerns, Updates
5. New Business
6. Old Business
7. Next Meeting
 - a. Thursday, December 2, 2021 at 7:00pm.
Shelly will be absent; Guy/Brian to lead meeting.
8. Adjourn



Board Meeting Minutes

Date: October 7, 2021

Present: Amy Chen, Kevin Stibal, Jeremy Parrish

Absent: Richard and Marcia

Others Present: Shelly Simpson, Brian Motley, Tim Hamer

1. Call to Order
2. Approval of Minutes
 - a. September 2, 2021
 - b. Motion to approve minutes: Kevin Stibal
 - c. Second to approve minutes: Jeremy Parrish
3. Reports
 - a. Parks Report
 1. Ranshaw House close to completion
 1. Turf grass required supplemental watering
 2. Picked up trash receptacles and pet stations weekly
 3. Maintained equipment, starting on winter soon
 4. Performed ground and landscape maintenance
 5. Planted a bunch of new trees last week
 1. Supported by a \$5k derecho grant
 6. Turf grass mowing minimal due to dry weather
 7. Continued ballfield maintenance
 8. Painted soccer lines and program about to conclude
 9. Additional seeding in Forevergreen Rd
 10. Centennial Park loop road
 1. New road will blend in nicely post-grading
 2. South side residents concerned about traffic and speed
 3. Considered speed bumps but engineering said not advisable
 4. Paving will start next week
 5. Dormant seed (for extra spring boost) and grading later this fall
 6. Loop road will be a two-way with roll-over curb for events
 7. Sidewalks will be connected into the park
 8. No lights on the loop road due to resident concerns
 9. Future plans: performance hall, splash pad, 3 shelters (2 South/1 North), gazebo near pod with a possible veteran's memorial, ADA-style swing set

1. Timing depends on fundraising
2. Amphitheatre and splash pad will be going first together (one building; provides restrooms)
3. Plan is not yet available to the public

11. New LED lights at tennis court

12. PrideFest support in Coralville

13. Tennis court project nearing completion

1. Surface done, lines next week, then will cure
2. West side is where the ice-skating rink will go
3. Relocate ice skating this year due to warranty

14. Iowa Fishery management: 100s of new catfish on September 22

1. Redone every two years
2. Catfish do not reproduce well in a pond

b. Recreation/Pool Report

1. September is busy for sports
2. Staffing is lower after summer staff to year-around staff + pandemic issues, still a little short-handed
3. Pools shut down for pool heater replacement project
 1. Closed September 10 for pool heater replacement project
 2. Will open first week in November or late October
4. Building maintenance issues
 1. Approved gas line
 1. Fix will hopefully will go forward soon
 2. Snow rails
 1. Due back on October 15, then award
 2. Snow gems faulty
 3. Library north gutter
 1. Sent out 5 RFPs, only got one back
 2. Need more than one bid for the price
 3. Will ask the pool heater company to provide a quote
5. Rec desk database
 1. +214 people
6. Aqua programs
 1. Shut down since September 10
 2. Registration for programs in November
 3. Staff shortage with swim lessons
7. League sports
 1. Three weeks of flag football and volleyball left
 2. No COVID-19 issues

3. Youth competitive basketball starts next week
4. Co-ed volleyball and men's basketball going forward
5. Official shortage
 1. Some long-timers lowering commitment
 2. Raised pay doesn't work
 3. Need certification
 4. Three cities all pulling from the same pool of candidates
8. Before and after school program
 1. Morning has low enrollment
 2. Evening at regular level
9. Land fitness classes ongoing
 1. Not as popular as aquatic exercise classes
 2. Contract instructors use this as a part-time job
10. Peewee sports programs
 1. Football past month, good turnout, had a waitlist
11. Senior Connections lunches every Friday
 1. Rec and library staff assist
 2. 3 dates in September, hit max of 24 participants once
 3. Following social distancing guidelines
- c. Questions, Concerns, Updates
 1. No unexpected repairs with pool
 2. Did not have to drain the entire pool
 3. Excited to see disc golf program
4. New Business
 - a. No new business
5. Old Business
 - a. Board Vacancy
 1. Appointment at October city council meeting
 2. Application form submitted to mayor and then the mayor chooses
6. Next Meeting
 - a. Thursday, November 4, 2021 at 7:00 PM
7. Adjourn
 - a. Motion to Adjourn: Jeremy Parrish
 - b. Second: Amy Chen



To **Park & Recreation Commission Board Members**
CC **Mayor, City Council, City Administrator**
From **Shelly Simpson**
Date **November 1, 2021**
Re **Monthly Report – October 2021**

October is a busy month for special events. We offered Pumpkin Carving/Painting, Halloween Moonlight Walk and 3 Halloween Walk-throughs; a revamp to Haunted Happenings. Sport leagues for both kids and adults continued. The Indoor Pool remains shut down as a key part, the water exchange unit has been delayed enroute. We do not have a re-opening date at this time. We also continue to try to complete many building maintenance projects such as Library gutter, fascia, downspouts; roof gas line replacement and snow rails prior to first snow fall. Staff flu shots were provided on Oct 18 and we are busy planning programs for January-April, 2022.

Recdesk Database:

Reviewing our Recdesk database; we have 9,494 residents (65%) and 5,213 non-residents (35%) totaling 14,707 individuals. Increase of 193 from last month.

Aqua Programs:

November class session will not be held due to the delay of the water exchanger, we will most likely have to refund class participants. Aqua Program revenue totaled \$667.

Swim Lessons:

Swim lessons planned to begin November 15 will mostly likely have to be canceled due to delay in water exchanger, with refunds to follow, swim lesson revenue totaled \$65.

Leagues/Sports:

Some adult and youth leagues continue this month
Youth Competitive Basketball Leagues began in October.
This month, no league revenue was collected.

BASP: We are back offering both Before and After School program. Before School – 13 participants, After School – 50 participants. We also offered an All-Day on Oct 4th.
This month, BASP revenue totaled \$10,625.40.

Rec Programs:

Body Blast – 4 participants; Body Sculpt – 2 participants; Bootcamp – 1 participant; Cardio Pump – 6 participants; Senior CBS – 5 participants.

Pee Wee Sports – Soccer Kyle continues to conduct these classes.
 AM class had 10 participants; PM classes totaled 30 participants

Tippi Toes Dance classes include Baby Ballet - 6 participants; Ballet Tap Jazz – 12 participants, and Hip Hop Jazz – 8 participants.

Senior Connections Lunches, in-person gatherings restarted this month, held every Friday. Oct 1 – 20 participants; Oct 8 – 14 participants; Oct 15 – 15 participants; Oct 22 – 13 participants; Oct 29 – 17 participants.
This month Classes/Programs revenue totaled \$9,222.

Pools:

Indoor Pool remains shut down as a key part, the water exchange unit has been delayed enroute. Re-opening delayed, water exercise classes canceled and November swim lessons may need to be canceled as well – TBD. Ashley and I interviewed two candidates for our PPT, 29 hrs per week Aquatics Coordinator position.

Season Pool Pass revenue this month: \$495; Daily Pool Fees revenue this month: \$4.
Pool Concessions revenue this month: \$-0-; Pool Rentals revenue for month: \$90.

Weight & Exercise Area / Track:

Weight fee revenue this month: \$7,117; Split membership revenue for the month: \$525.

Offsite Programs: We have limited part-time staff to cover additional facilities, so offsite uses are very limited at this time.

Gymnasiums:

Gymnasium Rentals revenue this month: \$1,195.

Rentals:

Community Center Rental revenue this month: \$1,885.63; Shelter rental revenue this month: \$155; Field Rental revenue this month: \$1,173.75.

Revenues:

Revenue for the month totaled \$33,174.33

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

Revenue By Period - GL Account Summary

Start Date: **10/1/2021 12:00 AM** End Date: **10/31/2021 11:59 PM**

Payment Methods: **CA, CK, CC, IC, EC, CR**

User(s)/Cashier(s): **- All -**

Regular Revenue

		DEBITS									CREDITS	
<u>**Gross</u>	<u>**Net</u>	<u>Cash</u>	<u>Check</u>	<u>CC (Gross)</u>	<u>CC (Net)</u>	<u>ACH (Gross)</u>	<u>ACH (Net)</u>	<u>Internal CC</u>	<u>Acct Credit</u>	<u>Other</u>	<u>Refunds</u>	<u>Other</u>
000 - Household Credit Account												
-366.05	-366.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	89.00	0.00	-455.05
001-0000-4310-01 - Pool Rentals												
90.00	90.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	90.00	0.00	0.00	0.00
001-0000-4310-02 - Community Center Rentals (Room Rental)												
1,885.63	1,839.79	175.63	182.50	1,527.50	1,481.66	0.00	0.00	0.00	0.00	0.00	0.00	0.00
001-0000-4310-03 - Gymnasium Rentals												
1,195.00	1,166.34	0.00	240.00	955.00	926.34	0.00	0.00	0.00	0.00	0.00	0.00	0.00
001-0000-4310-04 - Park/Special Event Fees												
15.00	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15.00	0.00	0.00	0.00
001-0000-4310-04 - Shleter Rental												
140.00	135.95	0.00	0.00	135.00	130.95	0.00	0.00	0.00	5.00	0.00	0.00	0.00
001-0000-4310-05 - Field Rentals/Tennis Courts												
1,173.75	1,167.78	22.50	952.50	198.75	192.78	0.00	0.00	0.00	0.00	0.00	0.00	0.00
001-0000-4500-10 - Weight Fees												
7,117.00	6,941.77	1,046.00	234.00	5,841.00	5,665.77	0.00	0.00	0.00	45.00	0.00	-49.00	0.00
001-0000-4500-11 - Class/Programs												
9,222.00	8,941.99	528.00	82.00	9,262.25	8,982.24	0.00	0.00	0.00	184.75	0.00	-835.00	0.00
001-0000-4500-13 - Before/After School												
10,951.00	10,625.40	0.00	0.00	10,853.20	10,527.60	0.00	0.00	0.00	97.80	0.00	0.00	0.00

Revenue By Period - GL Account Summary

Start Date: 10/1/2021 12:00 AM End Date: 10/31/2021 11:59 PM

Payment Methods: CA, CK, CC, IC, EC, CR

User(s)/Cashier(s): - All -

001-0000-4500-19 - Season Pool Pass												
495.00	480.15	0.00	0.00	495.00	480.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00
001-0000-4500-20 - Daily Pool Fees												
4.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
001-0000-4500-21 - Swim Lessons												
65.00	63.05	0.00	0.00	65.00	63.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00
001-0000-4500-22 - Aquatic Program/Classes												
667.00	646.94	0.00	0.00	667.50	647.44	0.00	0.00	0.00	17.50	0.00	-18.00	0.00
NONE - Unassigned												
-5.00	-5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-5.00	0.00
Split - Membership - Black & Gold												
525.00	509.25	0.00	0.00	525.00	509.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00
33,174.33	32,256.36	1,776.13	1,691.00	30,525.20	29,607.23	0.00	0.00	\$0.00	455.05	89.00	-907.00	-455.05

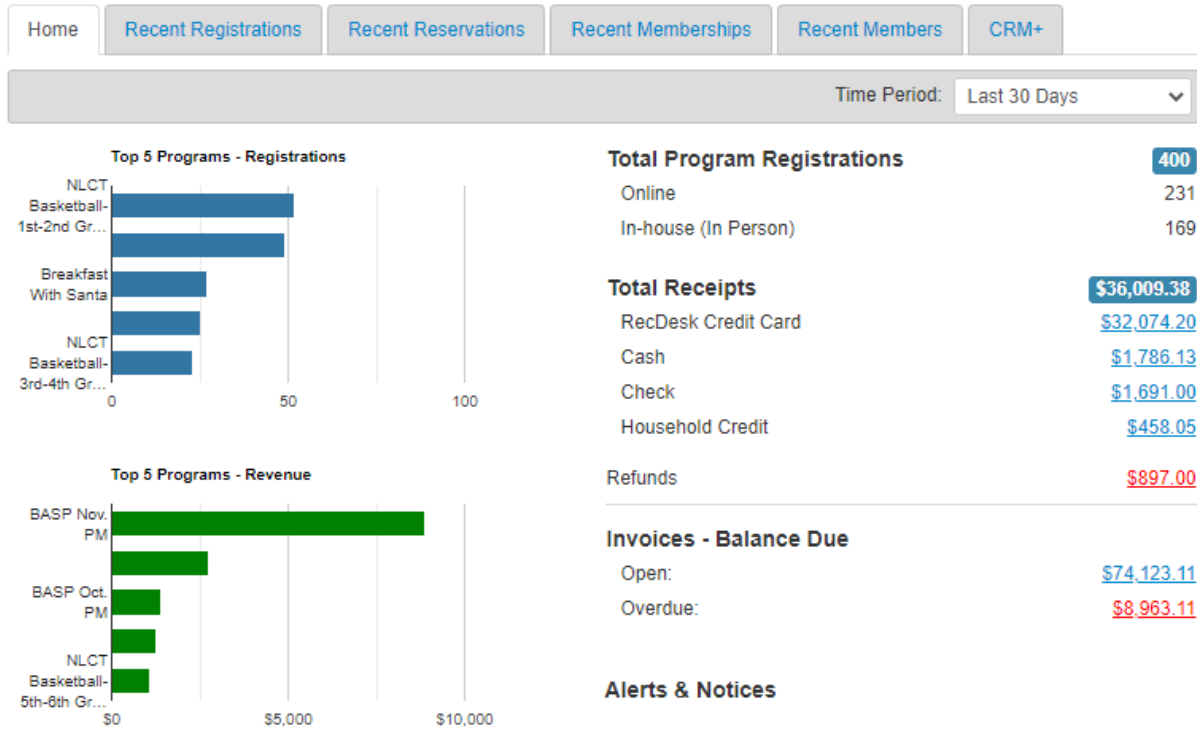
** Difference between GROSS and NET calculation is that NET uses CC (Net) value instead of CC (Gross) value

Sales Tax

		DEBITS									CREDITS	
**Gross	**Net	Cash	Check	CC (Gross)	CC (Net)	ACH (Gross)	ACH (Net)	Internal CC	Acct Credit	Other	Refunds	Other
		0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	0.00		0.00

** Difference between GROSS and NET calculation is that NET uses CC (Net) value instead of CC (Gross) value

Dashboard Summary; October, 2021:



Organization Activity; October, 2021:

Time Period: Last 30 Days

[Export to Excel](#)

Organization Activity

From 10/2/2021 to 11/1/2021

	Registrations	Reservations	Memberships	Check-Ins	Profiles Created	POS Transactions
All	396	54	260	2757	259	264
Resident	269	32	188	2021	149	
Non-Resident	127	22	72	736	110	
No Residency Set	0	0	0	0	0	
Demographics						
< 18	280	1	67	326	113	
18 - 65	48	50	165	1565	134	
65+	68	3	28	864	12	
Male	198	17	154	1896	119	
Female	198	37	106	861	139	
Other Genders	0	0	0	0	1	
Online vs In-House						
Online	227	0	38	N/A	194	
In-Person	169	54	222	N/A	65	

Memberships Counts; October, 2021:

Membership Counts (By Period)

Time Range	From Date	To Date
Custom Date Range <input type="button" value="v"/>	10/01/2021	10/31/2021

Summary By Month

	Oct, 2021
New Primaries	136
All New	176
Primary Renewals	57
All Renewals	84
Active Primaries	1200
All Active	1726



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

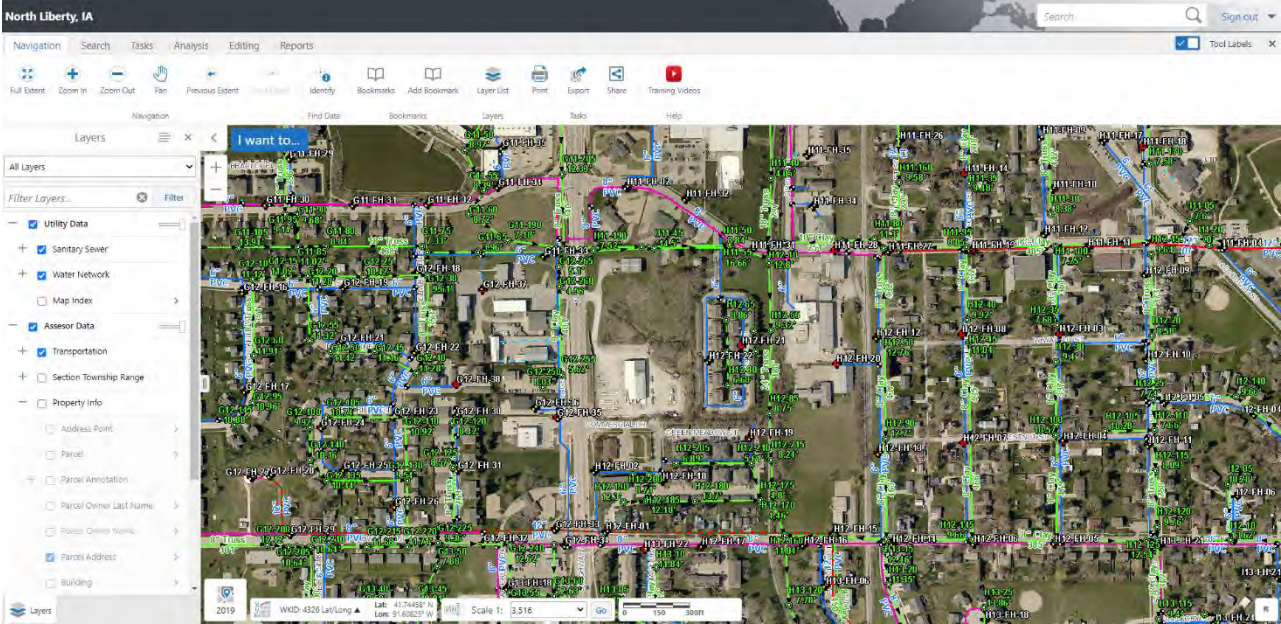
The following items took place in the month of **October** that involved the Streets Department.

- Locating of City Utilities (356 job tickets) ongoing
 - a. This is a decrease of just over 3% from October 2020
- Continued animal control services (10 responses to animal issues)
- Cemetery plot locates (2 in total)
- Projects/Meetings
 - a. Ranshaw Way Phase 5
 - i. Bi-weekly progress meetings
 - ii. Project at 57% complete
 - iii. Contractor continues working on west side traffic lanes
 - iv. Pedestrian tunnel has been installed and now working on retaining walls
 - v. Storm structure install, backfill, and paving continue
 - vi. Continued communication with Shive and PCI on decision making items discovered as project progresses
 - vii. Continued communication with affected residents and businesses
 - viii. Currently still on schedule to open Ranshaw Way on November 15th
 - b. Southwest Growth Project
 - i. Contractor continues completing punch list items while accruing liquidated damages
 - c. Dubuque St Phase 1
 - i. Final owner review meeting with Shive
 - ii. Continued information gathering for Shive on utilities
 - iii. Alliant Energy finished service conduit and now pulling wire to various residents and businesses
 - iv. Street staff completed tree removals in area before next year construction begins
 - d. I380/W Forevergreen Rd Permanent Traffic Signals
 - i. Installation of permanent and removal completed on temporary signals
 - e. Forevergreen Trail Project located by the Fox Valley Subdivision
 - i. Contractor removed trail and has been installing drainage pipe
 - ii. Weekly progress meetings held
 - iii. Project expected to be complete the week of November 8th
- I380 Penn St bridge design meeting with DOT, Shive, and City Staff

- GIS/GPS database of water and sanitary sewer infrastructure completed and is now being used by City Staff
- Traffic Controls Committee meeting to address public requests and make recommendations
- City Staff met with local snowmobile club leaders after determining best route options in North Liberty
- Installation and repair of various street signs including Heartland Way
- Street staff painted Fire Department pavement markings
- Street light repairs on Zeller St bridge
- Staff conducted monthly safety inspections for all street equipment and buildings
- Service and maintenance of equipment
- Supervisor meet with representative of the Iowa League of Women Voters of Johnson County to give information about the City of North Liberty's purchasing policy
- Staff transported 8 pallets (19,488 bottles) of hand soap to public works campus at request of Johnson County Emergency Management
 - a. Local schools and social organizations picked up various amounts for free to be used in their various organizations
- Training
 - a. Staff completed confined space training on Target Solutions
- Road Repairs
 - a. Street curb repair on E Weston Dr
 - b. Penn Ct street remove and replacement of damaged sections
 - c. Restoration of sights completed with dirt, seed, fertilizer and cover
- Traffic Control Operations
 - a. Staff provided emergency traffic control at Forevergreen closure during gas main break on the University of Iowa build site
 - b. Staff provided traffic control on various routes in North Liberty during closure of I380 northbound during emergency DOT road repair
- Sanitary Sewer
 - a. Additional replacement and repairs of damaged lids and castings in Cedar Springs subdivision from hydrogen sulfide sewer gases
 - b. Final phase of West Trunk pipe lining started
- Storm sewer drain repair on Dubuque St
- Budgetary planning/organizing for next fiscal year and 5-year CIP list
- Fall leaf collection began October 11th and will continue until November 19th
- Winter Operations
 - a. Staff installed 90% of snow equipment on machines
 - b. Winterization of fuel pumps, equipment, and buildings
- Staff participated in Truck or Treat event



Ranshaw Way concrete pour on west side in front of Fareway



New GIS/GPS platform site



Pallets of soap transported for local agencies



Trunk or Treat tunnel created by street staff from old shipping containers



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

1. All scheduled preventative maintenance at the plant and lift stations was completed. Staff stayed very busy with numerous operational jobs throughout the month.
2. This month's staff safety meeting was on Fire Prevention/Fire Safety. Staff completed target solutions online training as well as reviewed safety training topics as a group.
3. Staff performed in-house training on the portable generator connect/disconnect to various lift station control panels and went through the procedures for power interruption at each location.
4. All city operated generators now have an updated emissions permit or exemption with the IDNR for operation. Several generators will start/continue to track runtime and emissions for future IDNR reporting.
5. Maintenance staff increased the plumbing size to all of the recirculation pump seals. Old ½" plumbing was not able to produce enough volume to additional pumps in operation so everything was increased to 1". All seal flushing systems operate with better pressure and are now stable as additional pumps startup.
6. Operations staff performed quarterly quality assurance/ quality control sampling and testing. All blind and split samples were tested with acceptable results. Staff has been cross training all laboratory duties for lab backup positions for operational redundancy.
7. Staff performed a confined space entry into the WAS valve vault to replace a gearbox on an electric actuated valve. All safety gear was properly used and the task went smoothly.
8. The SW Growth Lift Station Project has had a final punch-list issued to the contractors. City staff is working with engineers to follow up with all of the final details for this project.

Drew Lammers - WPCP Superintendent



To **North Liberty Mayor and City Council Members**
CC **City Administrator Ryan Heiar**
From **Water Superintendent Greg Metternich**
Date **November 3, 2021**
Re **Monthly Report – October 2021**

In the month of October, we treated a total of 39,352,000 gallons of water, our average daily flow was 1,269,000 gallons, and our maximum daily flow was 1,575,000 gallons. The total amount of water used in the distribution system was 3.11% lower than October 2020.

We had a busy month with 8,861 accounts read, 24 re-reads, 100 service orders, 81 shut-offs, 58 re-connects for water service, 190 shut-off notices delivered, 13 new meter set inspections, 11-meter change outs, 35 MIU change outs, assisted 3 customers with data logging information, 77 calls for service, and 8 after hour or emergency calls. Our monthly total service work averaged 18 calls per day.

Our maintenance staff is nearly finished flushing every hydrant in the distribution system including privately owned hydrants. We have two subdivisions left, and a few hydrants near the construction on Ranshaw Way. During this process we have found two hydrants in need of repairs and one hydrant on Birch Court that had to be replaced immediately after operating it. This hydrant was installed in 1977 and was on our replacement list.

We have been working on a new 9' X 9' building for our bulk water fill station. The building is located on the City's storage area on Golfview Drive. We are currently using a hydrant located on the City's Public Works Campus. This will allow us to have the meter and backflow setup in a heated space and keep the traffic out of the Public Works Campus.

We had some issues with Well #4 again. Northway Well and Pump pulled the well because it was not pumping at capacity and losing water pressure. They found that after the well was re-cased the new stainless steel check valves were larger in diameter than the cast-iron, and while they did fit in the casing, they pinched the electrical wire and caused a short. Northway made a couple of reducers and used a two-inch valve instead of the three-inch and replaced the electrical wire. The Well had be flushed, tested, and put back into service.

We hosted our local 5th graders from Heritage School on a field trip October 29th. They had just finished learning about salts and solutions. The 5th graders were able to see how we remove salts and learn about how the local water system works.

Water Superintendent
Greg Metternich

Joint Meeting Minutes

Johnson County Board of Supervisors, University of Iowa, Iowa City Community School District Board, Clear Creek
Amana Community School District Board, Coralville, Hills, Iowa City, Lone Tree, North Liberty, Oxford, Shueyville,
Solon, Swisher, Tiffin, and University Heights
Monday, October 18, 2021,
Meeting via Zoom

View Meeting Recording at: <https://youtu.be/S56axl-8qcc>

Present:

Coralville City Council Members:, Laurie Goodrich, Meghann Foster, Hai Huynh, Jill Dodd,

Iowa City City Council Members: Mayor Bruce Teague, Janice Weiner, John Thomas, Laura Bergus, Pauline Taylor

Iowa City Community School District: JP Clausen, Shawn Eyestone, Charlie Eastham, Lisa Williams

Johnson County Board of Supervisors: Jon Green , Lisa Green-Douglass, Pat Heiden, Royceann Porter

North Liberty City Council Members: Mayor Terry Donohue, RaQuishia Harrington,

Tiffin City Council Members: Skyler Limkemann

University Heights: Mayor Louise From

Staff: Geoff Fruin, Kelly Hayworth, Ryan Haier, Kellie Fruehling, Cami Rasmussen, Sam Jarvis, Brad Kunkle, Donna Brooks,
Ray Forsythe, Allison Wells, Rachel Kilburg, Ellen Habel, Mike Haverkamp

Guests: Adam Sullivan, Phil Hemingway

Call to Order

Louise From called the meeting to order at 4:30 pm.

Welcome and Introductions

From welcomed everyone and asked for introductions.

Federal ARPA Planning, Discuss opportunities for collaboration (City of Iowa City, Johnson County)

Donna Brooks, Johnson County grants coordinator introduced herself, and reviewed County plans for public input, and encouraged all to share the survey link for public input. Assistant Iowa City manager Rachel Kilburg, reviewed Iowa City's steps so far, identifying two initial categories: emergent needs, and strategic investments. Mayor Donohue shared North Liberty's need for replacement funds and are assessing needs. Daycare is a crucial need. Winter heating could also be considered. Mayor From thanked County for their support, as they consider options and would welcome working with Iowa City going forward. ICCSD said their bus drivers asked for funding, but they are not direct employees so that is ongoing.

COVID-19 update (Johnson County, City of University Heights)

Sam Jarvis provided a COVID-19 update for Johnson County.

COVID-19 update

- o Delta variant predominant in County, majority cases unvaccinated individuals.
- o Thanks to municipalities for being Test Iowa at Home Pickup Sites
- o Johnson County 18+ vaccination rate 74.78%, 64.3% total population
- o Info regarding Moderna and Johnson boosters should be coming soon
- o Covid booster and Flu shot can be taken together
- o Under 12 vaccination FDA consideration has been set for November 2-3, 2021

Mayor From asked if other entities' council meeting were being held in in bigger spaces or other measures to taken for Covid prevention.

Iowa City: Bigger, Coralville: masks, NL: masks, Tiffin: masks.

Update from ICCSD on Federal relief dollars planning and any plans for rapid COVID testing offerings (City of Iowa City)

Superintendent Degner shared how they spent funding on staffing, with nearly 80 additional positions created. Other uses included summer school, technology, and mental health support.

Rapid Covid testing: ICCSD has submitted to be a rapid test site, have had test kits available through family resource centers. As of last Friday, ICCSD had their lowest level of cases since the second day of school. Mask mandates are helping to drop rates.

November PPEL and SAVE Votes (ICCSD)

Superintendent shared that the November ballot will include \$1.34 PPEL levy that has to be passed by majority of voters, for physical plant and equipment needs. The SAVE measure allows 1 cent sales tax dollars to be spent for operational costs. SAVE is frequently known as ICCSD Revenue Purpose Statement. These both relieve pressures on general fund expenses. This are both extensions of existing levies, they are not new taxes. JP Claussen reminded everyone they need to flip their ballot over to vote for SAVE.

Degner also shared that as the ICCSD finishes Facilities Master Plan 1, they are starting to plan for FMP 2, next steps for schools.

Next Meeting

Johnson County will host the next meeting, but the 3rd Monday is MLK Day with offices closed. Mayor From asked if 4th Monday would work. Consensus was "yes." **Next meeting will be January 24, 2022**

Other Business

Janice Weiner asked all to encourage everyone to turn out for the municipal and school elections.

Adjournment

The meeting adjourned at 5:13 pm.



For Immediate Release: July 1, 2021

Contact: Tara Wachendorf, 319-248-5865

tarawachendorf@greenstate.org

GreenState Partners with Inclusive Cultural University to Help Unify Iowans
Campaign of Consciousness Launching to Strengthen Community – Police Relations

Iowa City, IA – Starting this month, Inclusive Cultural University (ICU), in partnership with GreenState Credit Union, will begin the Campaign of Consciousness – IA City. ICU workshops will take place with surrounding Iowa City law enforcement agencies, University of Iowa student athletes, and interested citizens of the Iowa City Community. Participating law enforcement agencies include Coralville PD, Iowa City PD, Johnston County Sheriff's Office, North Liberty PD, University Heights PD, and the University of Iowa PD.

Inclusive Cultural University is an organization, commonly referred to as ICU (I See You). The ICU vision is founded on a simple message of substance – “I see you, I respect you, I acknowledge you” – and locating the individuals, schools, organizations, corporations, and law enforcement institutions that connect with this lifestyle. The ICU “eye” is the company emblem being positioned as the universal symbol of respect, and what brings this innovative concept to life through brand connectivity. ICU has already anchored with ten Iowa police agencies, with officers and sheriffs ready to use the framework to connect with citizens.

“When meeting with the ICU team Jon and Del Marion, we immediately felt energized by the passion and unity they embody. Inclusive Cultural University is truly about bringing people together, understanding where we have come from, and working towards a common goal of respect. GreenState is thrilled to help them expand their presence in this area, and eventually statewide,” states Tara Wachendorf, Public Relations Director for GreenState Credit Union.

“The Inclusive Cultural University (ICU) was built to directly address issues that have plagued our society. Improving relationship between the community and law enforcement is huge,” says Jonnell Marion – Founder and President of ICU. “Also, establishing clearly defined safe zones in our communities, especially at our educational institutions where young minds are being shaped to be leaders in our world. We need to be proactive in reinforcing value and respect for one another. I am encouraged by the support from GreenState toward the ICU vision, it’s a testament to their standards as a company, and I know this is just the beginning of great things to come. This will be the blueprint on how to reach solutions for our country.”

For more details on the upcoming community workshops and forums, please visit www.icuworldwide.com.

About Inclusive Cultural University (ICU): The mission of Inclusive Cultural University (ICU) is to empower each person with the consciousness of the part they play to promote an inclusive, safe, and equitable

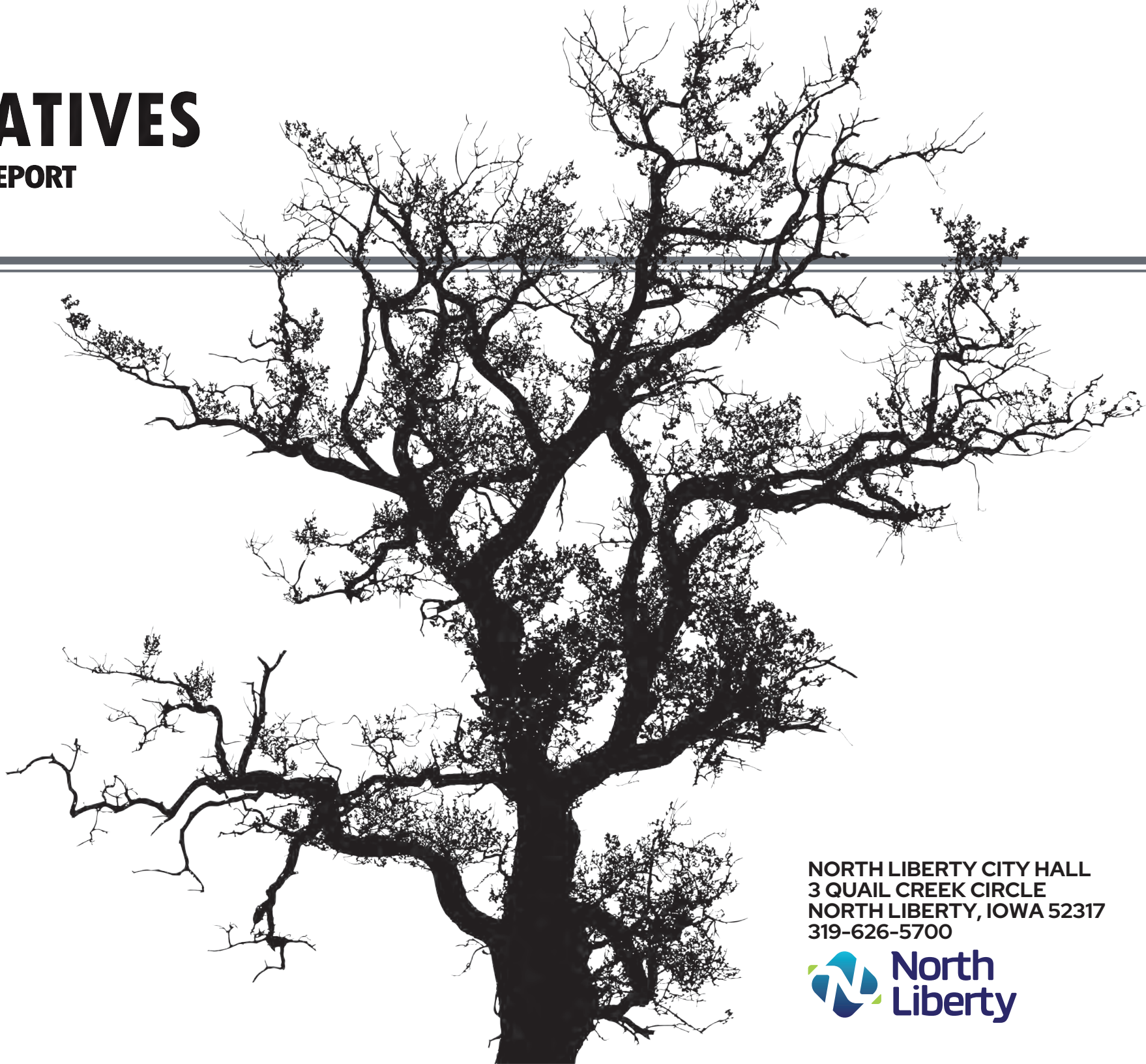
society. ICU workshops facilitate conscious conversations where rules of engagement are introduced, constructed on ways we can respect others as individuals. The vision is to take ICU worldwide.

##end##

INITIATIVES

PROGRESS REPORT

2020 - 2022



NORTH LIBERTY CITY HALL
3 QUAIL CREEK CIRCLE
NORTH LIBERTY, IOWA 52317
319-626-5700



CITY OF NORTH LIBERTY, IOWA

DEPARTMENT HEADS (JANUARY 2020)

ELECTED OFFICIALS (JANUARY 2020)

Mayor Terry Donahue

Councilor RaQuishia Harrington

Councilor Chris Hoffman

Councilor Annie Pollock

Councilor Brent Smith

Councilor Brian Wayson



- City Administrator Ryan Heiar
- Assistant City Administrator Tracey Mulcahey
- Building Official Tom Palmer
- City Attorney Grant Lientz
- Communications Director Nick Bergus
- Fire Chief Brian Platz
- Human Resources Director Debra Hilton
- Library Director Jennie Garner
- Parks, Buildings & Grounds Director Guy Goldsmith
- Planning Director Ryan Rusnak
- Police Chief Diane Venenga
- Recreation Director Shelly Simpson
- Streets Superintendent Michael Pentecost
- Waste Water Superintendent Drew Lammers
- Water Superintendent Greg Metternich



NEW PRIORITY PROJECTS 2020-2022



Contents

1	PRIORITY 1: DETERMINE ROLE IN ECONOMIC DEVELOPMENT
2	PRIORITY 2: PLAN TO COMPLETE CENTENNIAL PARK
3	PRIORITY 3: UPDATE THE COMPREHENSIVE PLAN
4	PRIORITY 4: PLAN FOR A CIVIC CAMPUS
5	PRIORITY 5: ASSEMBLE A YOUTH COUNCIL
6	PRIORITY 6: CONSIDER A FRANCHISE FEE/TAX FOR PARKS & RECREATION PROJECTS
7	PRIORITY 7: ADD AN INFORMATION TECH (IT) PROFESSIONAL & IMPLEMENT SECURITY
9	PRIORITY TIMELINE EXHIBIT
11	APPENDICES

The City of North Liberty contracted with Midwest Municipal Consulting, LLC (MMC) of Ankeny, Iowa for goal setting facilitation. MMC agreed to coordinate a process that involved the following steps:

1. Solicit recent accomplishments, issues/trends/concerns, potential new initiatives/programs/policies, and suggestions to improve organizational effectiveness

2. Conduct a preliminary session with Department Heads;
3. Conduct a goal-setting session with Elected Officials; and
4. Prepare a final report.

City Elected Officials held a goal setting work session facilitated by MMC President Elizabeth Hansen on Wednesday, March 4, 2020. In attendance and participating at

this meeting were Mayor Terry Donahue and City Council Members RaQuishia Harrington, Chris Hoffman, Annie Pollock, Brent Smith, and Brian Wayson. Also in attendance and participating in this session were City Administrator Ryan Heiar and Special Projects Coordinator Angela McConville.

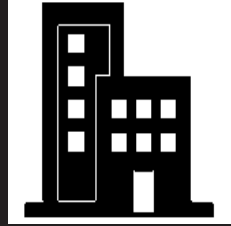
Prior to the council's goal setting session, a preliminary session with Department Heads was held on Wednesday, February,

26, 2020. In attendance and participating in this session were City Administrator Ryan Heiar, Assistant City Administrator Tracey Mulcahey, Building Official Tom Palmer, City Attorney Grant Lientz, Communications Director Nick Bergus, Fire Chief Brian Platz, Human Resources Director Debra Hilton, Library Director Jennie Garner, Parks, Buildings & Grounds Director Guy Goldsmith, Planning Director Ryan Rusnak, Police Chief Diane Venenga, Recreation Director Shelly Simpson, Special Projects Coordinator Angela McConville, Streets Superintendent Michael Pentecost, Waste Water Superintendent Drew Lammers, Water Superintendent Greg Metternich.

This document was adopted by the North Liberty City Council via resolution on September 8, 2020.

introduction

DETERMINE ROLE IN ECONOMIC DEVELOPMENT



BACKGROUND

North Liberty's Economic Development Strategy is outlined on the City's website. The City has also consistently supported the Iowa City Area Development Group (ICAD), the Iowa City UNESCO City of Literature, and the Entrepreneurial Development Center (EDC) of Iowa out of the General Fund and the Iowa City/Coralville Area Convention and Visitors Bureau (dba Think Iowa City) out of the Hotel/Motel Fund. These organizations have the expertise to strategically impact and improve the regional economy through collaboration with administrative staff from North Liberty and surrounding municipalities.

A prosperous city has burgeoning economic capital in the form of modern infrastructure, a quality education system, effective public safety, a variety of common spaces (parks), capacity for growth, and ample commerce that satisfies all the wants and sustains the needs of its residents. This foundation facilitates a high multiplier economic climate where outside money is brought into the city and circulates within. North Liberty already successfully fronts many of these facets. During the strategic planning process, City Council weighed adding an internal role in business development & incubation.

PROGRAM

Task 1.1: REVIEW EXISTING STRATEGY: 2021 Summer - Winter

Consult local organizations with existing North Liberty relationships on options, pursue learning opportunities, and review the economic development efforts of comparable Iowa entities.

Task 1.2: PRESENT UPDATED STRATEGY: 2022 Spring

CITY OF NORTH LIBERTY, IOWA

ESTIMATED COST

In-house.

STATUS UPDATES

2021 summer: met with ICAD, working on draft Economic Development strategy.

EXPECTED COMPLETION

2022 Spring



NEW PRIORITY PROJECTS 2020-2022

BACKGROUND

Parks are classified using a set national standard, with "Community Parks" being one type; defined as a large park with parking and diverse use subareas, serving the North Liberty community as a whole with a broader purpose than neighborhood parks. According to the National Recreation and Park Association (NRPA) & defined the North Liberty Parks Plan, they range in size from 30 - 50 acres, with the recommended one Community Park per 3 mile radius and 5 acres per 1,000 people, meaning - despite being walkable - most people have to drive to these destination parks. North Liberty has two Community Parks: Penn Meadows Park (40.7 acres) & Centennial Park (40.2 acres). To handle the nature of scarcity - limited resources for limitless wants - cities are required to plan for large, expected expenses in a 5-Year Plan, thereby prioritizing capital improvement projects, but also acknowledging that projects may be bumped for emergency expenses. Between the master plan and 2020, Centennial Park projects have been consistently pushed to future years. Serving as an impetus to complete the park, City Council prioritized it.

PROGRAM

Task 2.1: REVIEW MASTER PLAN, PRIORITIZE & PHASE: Nov - Feb

Work with Parks & Recreation Commission & staff during the Fiscal Year Budgeting process each year.

Task 2.2: EARMARK FUNDING & FUNDRAISE: ongoing

Utilize the 5-Year Capital Improvements Plan to dedicate funds to the improvements projects. Potential fund sources are: fundraising, TIF Bonding, franchise fee revenue, Hotel/Motel tax revenue, & the general fund.

ESTIMATED COST OF PROJECTS NOT YET COMPLETED

Complete Park Road: \$620,000 (FY22 Funds - TIF Bond)

Restrooms, performance venue & splash pad: \$3,500,000 (FY23 - TIF Bond & fundraising)

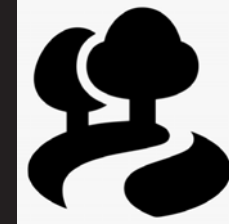
Shelters (3): \$240,000 (1 \$80K FY23, 2 \$160K TBD)

Bio Cell Repair: \$165,000 (Phase 1 \$55K FY23, 2 \$55K FY24, 3 \$55K FY25 - Storm Sewer Fund)

Honorarium, gazebo & garden: \$500,000 (FY24 - TIF Bond)

Special needs playground equipment: \$60,000 (TBD)

PLAN TO COMPLETE CENTENNIAL PARK



PROJECT STATUS UPDATES

2010 - Acquired 40 acre (a quarter-quarter section) property [\$815,000 (FY11 TIF Bond)].

2012 - "West Side Park" Master Plan approved and grading & seeding completed [\$50,000 (FY12 TIF Bond)].

2013 - "Centennial Park" named. Driveway & parking lot phase 1 & pond completed [\$300,000 (\$200K FY13 TIF Bond & \$100K FY13 State funds)].

2016 - Driveway & parking lot phase 2, bio swales (~ 2.3 acres) & perimeter trail (3/4 mile) completed [\$1,800,000 (\$900K FY16 State Revolving Fund & \$900K TIF Bond)].

2018 - Traditional playground with trail [\$220,000 (TIF Bond)] & climbing rock playground with trail [\$160,000 (TIF Bond)] installed.

2020 - Tot lot installed [\$80,000 (TIF Bond)].

2021 Feb - City Council approved 5-Year Capital Improvements Plan for FY22, which included funds to complete the road loop & parking for future south side shelters.

2021 Mar - Virtual Project Open House on parks improvements.

EXPECTED COMPLETION

The Centennial Park concept plan is complete. The financing plan is annually reviewed through the CIP process and will be updated for FY23, including discussion about franchise fee revenue.



priority 2

UPDATE THE COMPREHENSIVE PLAN



BACKGROUND

A Comprehensive Plan is a planning document that outlines a strategic approach to growth & change - specific to the City for which it is written - and provides the rational foundation for decision-making when it comes to land use and resource distribution. The most recent Comprehensive Plan update was adopted in 2005; however, several micro updates have since been implemented. In addition, other parallel plans - such as the Parks Plan - are not neatly amalgamated into the existing Comprehensive Plan. A new plan would contain practical policies which will promote the physical development of the community in a coordinated, consistent manner and which will be embraced by community decision-makers and subsequently adopted officially.

PROGRAM

Task 3.1: DEVELOP SCOPE: 2021 Spring

Planning staff to work on initial visioning with other Dept Head staff.

Task 3.2: SELECT CONSULTANT: 2021 May - Aug

Use RFP process to interview and contract with a consultant.

Task 3.3: ENGAGE STAKEHOLDERS & COMMUNITY: 2021 Dec - 2022 Feb

Ongoing staff & stakeholder input and solicit citizen input.

Task 3.4: ASSEMBLE & ANALYZE DATA, SYNTHESIZE INPUT: 2022 Mar - Aug

Foster consultant progress by continuing input efforts and feedback.

Task 3.5: RECEIVE DRAFT FOR REVIEW: 2022 Aug

CITY OF NORTH LIBERTY, IOWA

Task 3.6: CONDUCT OPEN HOUSE & SOLICIT FEEDBACK: 2022 Oct

Task 3.7: REVEAL FINAL DELIVERABLE: 2022 Dec

Task 3.8: CONSIDER APPROVAL: 2023

Task 3.9: IMPLEMENTATION: Ongoing

ESTIMATED COST

Consultant: \$118,000 (FY20 Surplus)

STATUS UPDATES

2021 May - Request for Proposals issued to solicit a consulting firm. Description & intended content of plan developed and shared.

2021 Sept - Contract approved with RDG Planning & Design (Des Moines/Omaha).

EXPECTED COMPLETION

2023



NEW PRIORITY PROJECTS 2020-2022

BACKGROUND

The concept of a Civic Campus - a clustering of municipal functions in proximate space for the efficient provision of government services - has remained a delayed goal of North Liberty leaders and administrators for some time, as originated in a facilities plan from early 2007. Currently, Administrative, Planning, Building, Legal, and Human Resources employees work in a rental unit two miles from the center of town where the Community Center, Police, and Fire are headquartered along Cherry Street. With the construction of the new Police Station (completed in 2020), an opportunity presented itself - adjacent land - to make progress on the idea and during the 2020 Strategic Planning process, Council solidified it as a priority.

PROGRAM

Task 4.1: COMPLETE SITE STUDY: 2020 Feb - May

Hire neutral consultant to analyze the space needs, pros/cons & cost difference between purchasing/retrofitting the current leased building & construction of a new facility.

Task 4.2: SELECT & CONTRACT WITH A DESIGN FIRM: 2021 Jan

Task 4.3: SITE DESIGN & INITIAL COST PROJECTION & BEGIN PUBLIC ENGAGEMENT: 2021 Mar

Task 4.4: BUILDING DESIGN, ESTIMATED COST & CONTINUE ENGAGEMENT: 2021 Jun

Task 4.5: COMPLETE BID DOCUMENTS: 2022 Spring

Task 4.6: ADVANCE DOCUMENTS FOR BID & AWARD CONSTRUCTION CONTRACT: 2022 Fall

ESTIMATED COST

Site Study: \$10,000 (FY21)

Design: \$600,000 (\$300K FY20 Surplus; \$300K future borrowing)

PLAN FOR A CIVIC CAMPUS



STATUS UPDATES

2020 May - Shive-Hattery (S-H) presented the City Hall Study, which compared building new on Cherry Street and purchasing/renovating currently leased building. City Council decided to move ahead with a new building.

2020 Aug - Police Station construction completed.

2021 Jan - S-H was contracted to prepare the architectural renderings, landscape, and site design. Architects, designers & administrative staff begin process of examining whether to connect City Hall to the Police Station or build a free-standing facility.

2021 Mar - Virtual Project Open House public presentation on history & site.

2021 Jun - S-H presentation to impacted staff & City Council on building architecture and landscape design.

EXPECTED COMPLETION

2022



ASSEMBLE A YOUTH COUNCIL



BACKGROUND

Is North Liberty serving the needs of youth? Is North Liberty providing programs & services that match their wants? No better way to find out than to bring those questions directly to young people, providing meaningful opportunities for them to be engaged in civic decision-making and community leadership. A Youth Council is not a new concept; therefore, a well-vetted framework exists. But first, the City needs an internal advocate to assemble and coordinate this effort. This project requires collaboration from multiple City departments to craft a council-appointed working group of youths who will make recommendations to City Council.

PROGRAM

Task 5.1: ASSIGN INITIATING & LIAISING DUTIES: 2021 Apr

Task 5.2: RESEARCH & EXPLORE: 2021 Spring - Summer

Task 5.3: VISIONING & PLANNING: 2022 Spring

Task 5.4: OUTREACH & ASSEMBLE COUNCIL: 2022 Fall

ESTIMATED COST

In-house.

CITY OF NORTH LIBERTY, IOWA

STATUS UPDATES

2020 Aug - Establishment of a Mayor's Youth Leadership Council added to the City's Social Equity goals.

2021 Feb - New equity position added to the FY22 budget.

2021 Apr - Outreach & Equity Coordinator job description developed, working under the Communications Dept. Added Youth Council to the list of essential functions & duties.

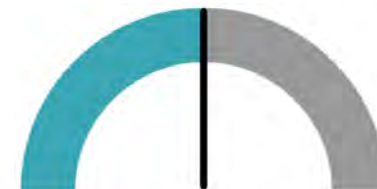
2021 Summer - Library summer intern prepared a report on inclusion of under-served populations and development of Youth Councils.

2021 Oct - Advertised open position and began interview process with selection of top candidates.

2021 Nov - Hired Micah Ariel James as Outreach & Equity Coordinator.

EXPECTED COMPLETION

2023



NEW PRIORITY PROJECTS 2020-2022

BACKGROUND

Private utilities, such as gas and electric providers, use the public right-of-way to deliver their energy. The State of Iowa allows municipalities to charge up to 5% on the revenue these providers make in North Liberty. Resulting City funds are used for inspecting and regulating each franchise. Excess funds are limited to specific expenditures, as outlined in Iowa Code (2021) 384.3A.

PROGRAM

Task 6.1: RESEARCH FRANCHISE FEE: 2020 - 2021 Spring

Internal staff to explore fee options, potential revenue & implementation.

Task 6.2: PRESENT OPTIONS TO CITY COUNCIL FOR DECISION MAKING & BEGIN PUBLIC NOTICE: 2021 Spring

Task 6.3: RESOLUTION & ORDINANCE: 2021 Spring

If City Council decides to go forward with a franchise fee, they would outline allowable expenditures for the franchise fee revenue. Then, they would need to pass an Ordinance to amend the franchise agreements with the energy companies. Public notice of this change continues with Iowa Code publication requirements.

Task 6.4: IF ADOPTED, IMPLEMENTATION: 2021 Spring

Franchise fees go into effect upon adoption of the ordinance.

ESTIMATED COST

In-house.

CONSIDER A FRANCHISE FEE/TAX FOR PARKS & RECREATION PROJECTS



STATUS UPDATES

2019 Fall - City Council started discussing franchise fees

2020 Spring - City Council identified franchise fees as a priority

2021 Mar - City Council agreed to a 2% Franchise Fee, then voted to adopt an Ordinance - with three readings - establishing the franchise agreements and concurrently voted on a Revenue Purpose Statement, via Resolution, identifying parks and trails projects as those eligible for the use of franchise fee funds. Resulting revenue is deposited in a new General Fund account.

2021 May - News page on the North Liberty website explaining how parks and recreation maintenance, expansion, and improvements are funded, which now includes franchise fees.

COMPLETED

2021 May



ADD AN INFORMATION TECHNOLOGY (IT) PROFESSIONAL & IMPLEMENT SECURITY



BACKGROUND

In January 2020, the City worked with ProCircular to conduct an IT security assessment of the City's hardware/software, hazard mitigation strategies, and information administration. Vulnerability points were identified and recommendations were given. The scope of the required work exceeded the capabilities of existing staff. City Council determined that it is a priority to hire a new employee with the necessary specialized skill set.

PROGRAM

Task 7.1: DEVELOP & COMPLETE JOB DESCRIPTION: 2020 Dec

Task 7.2: ADVERTISE, INTERVIEW & SELECT: 2021 Feb

Task 7.3: IMPLEMENT CYBERSECURITY RECOMMENDATIONS: 2021 Mar - ongoing

ESTIMATED COST

Employee: Salary range \$64,917 to \$74,776/annual, plus benefits package

Cybersecurity Investment: \$70,000 (FY20 Surplus)

STATUS UPDATES

2021 Mar - Chris Nelson hired as Information Technology Coordinator

Select (non-confidential) accomplishments: created help desk portal, began formal asset management & software catalogue, drafted Disaster Recovery Plan, added Unknown IP address detection to emails, among many other items.

COMPLETED

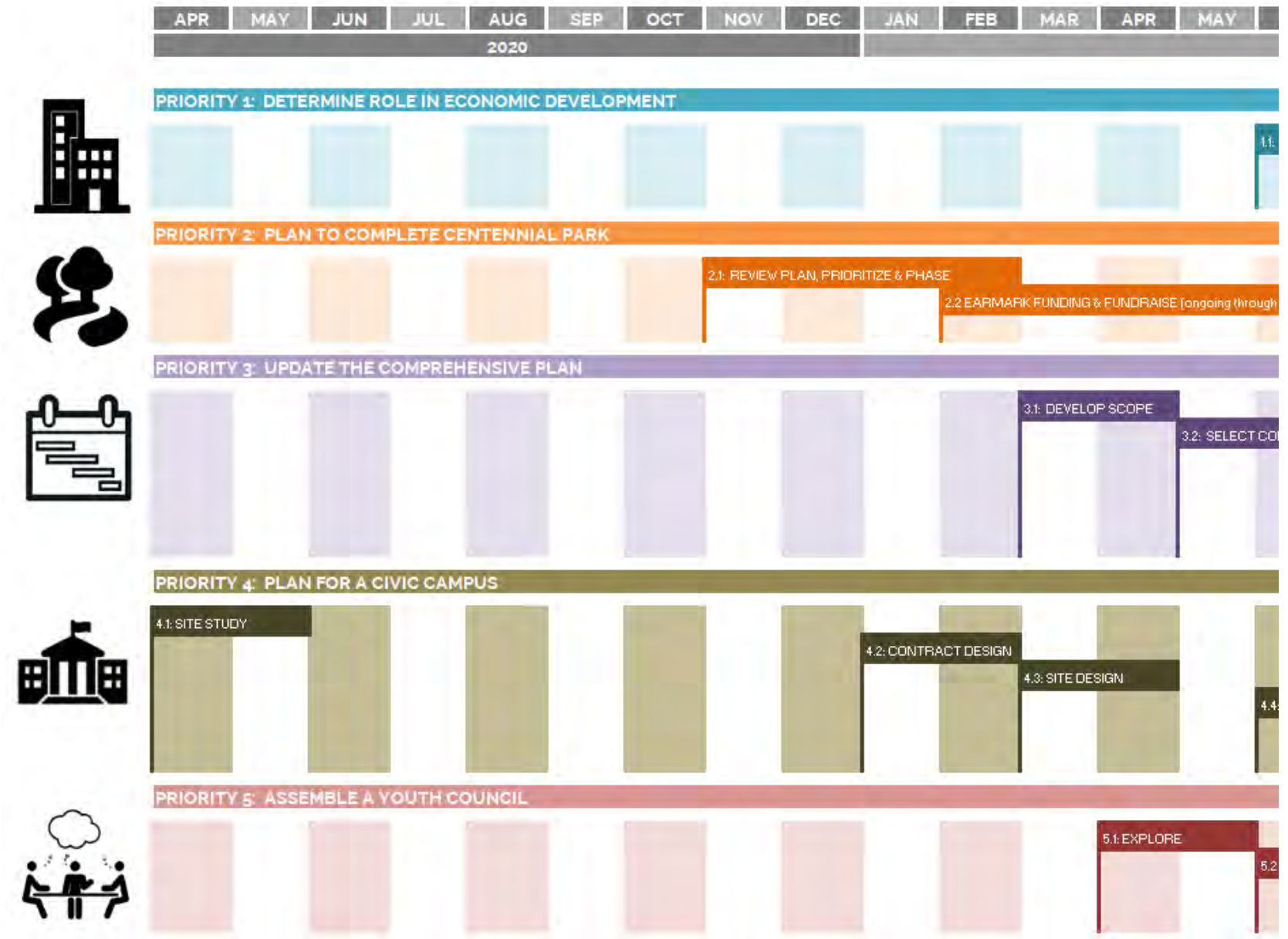
2021 Mar

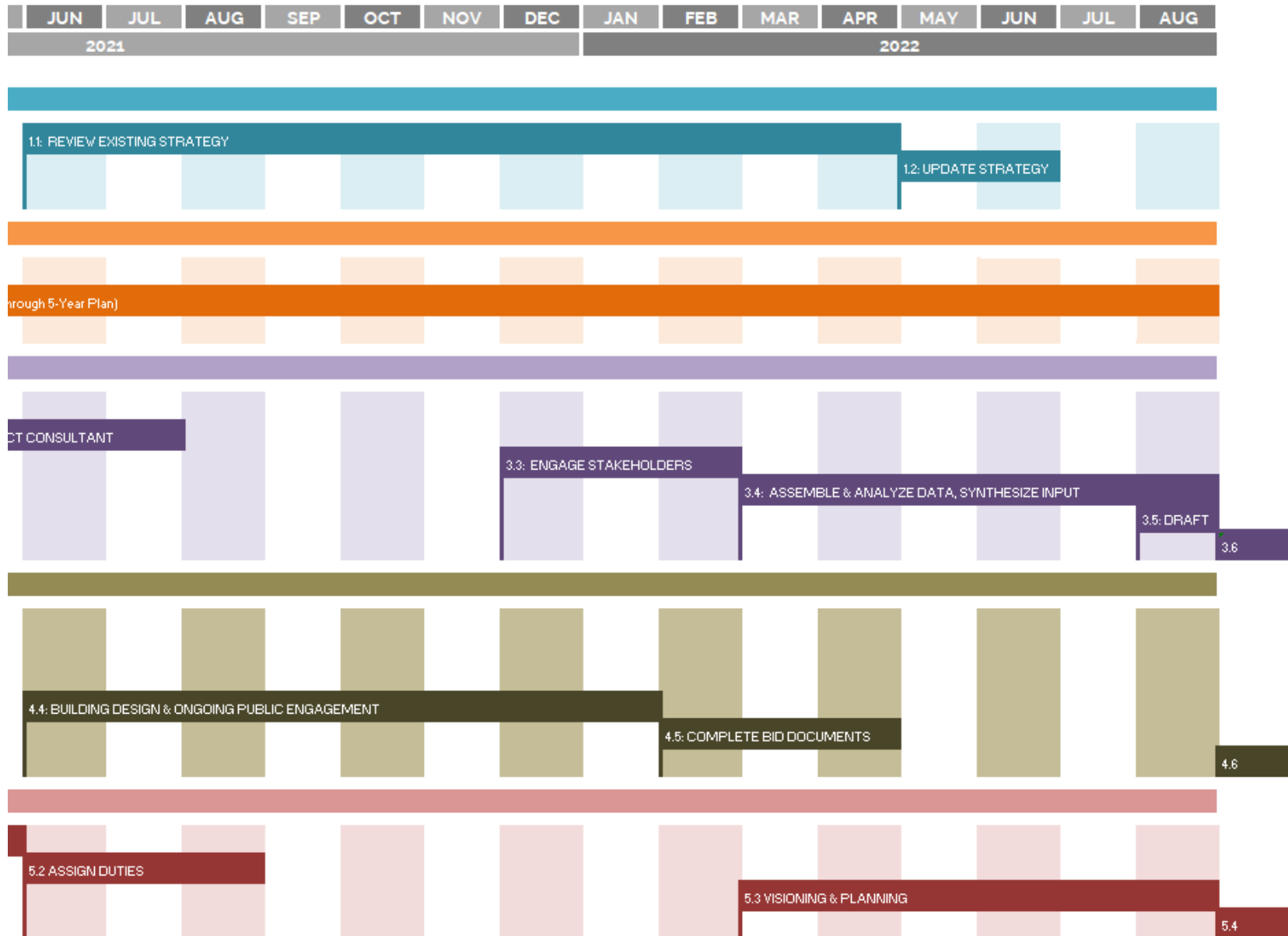
NEXT STEPS

A baseline information technology security assessment was done in early 2020; the City will repeat that process on a regular schedule and as improvements are made. Technology is ever-changing and requires continued evaluation and upgrades, with periodic vulnerability and gap assessments.

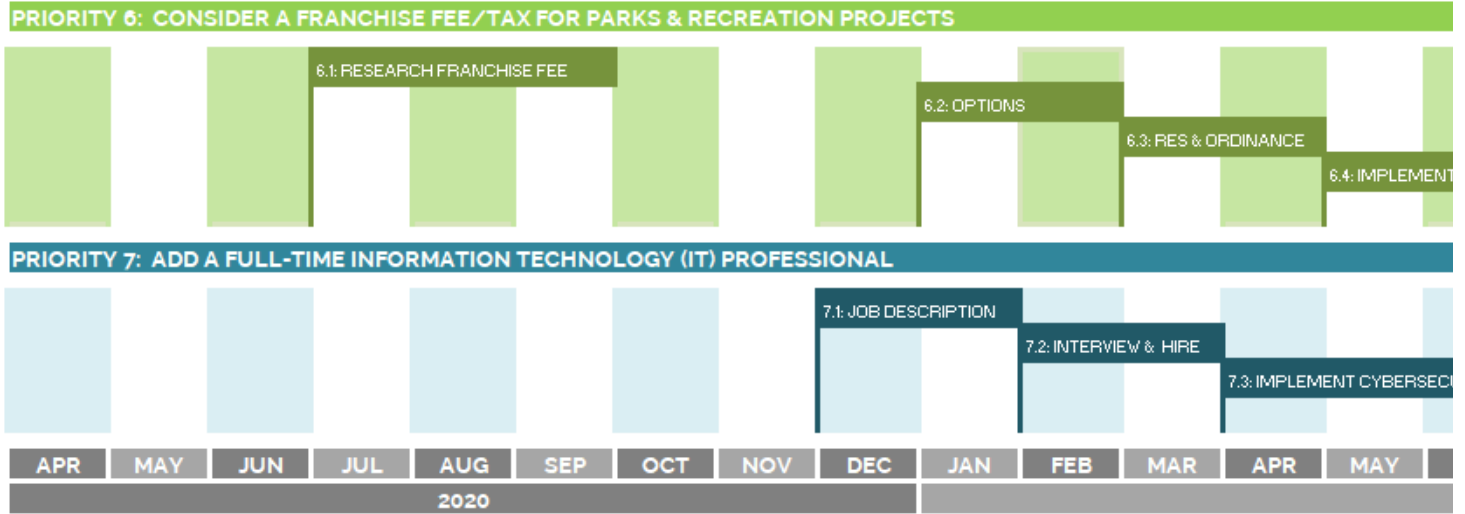


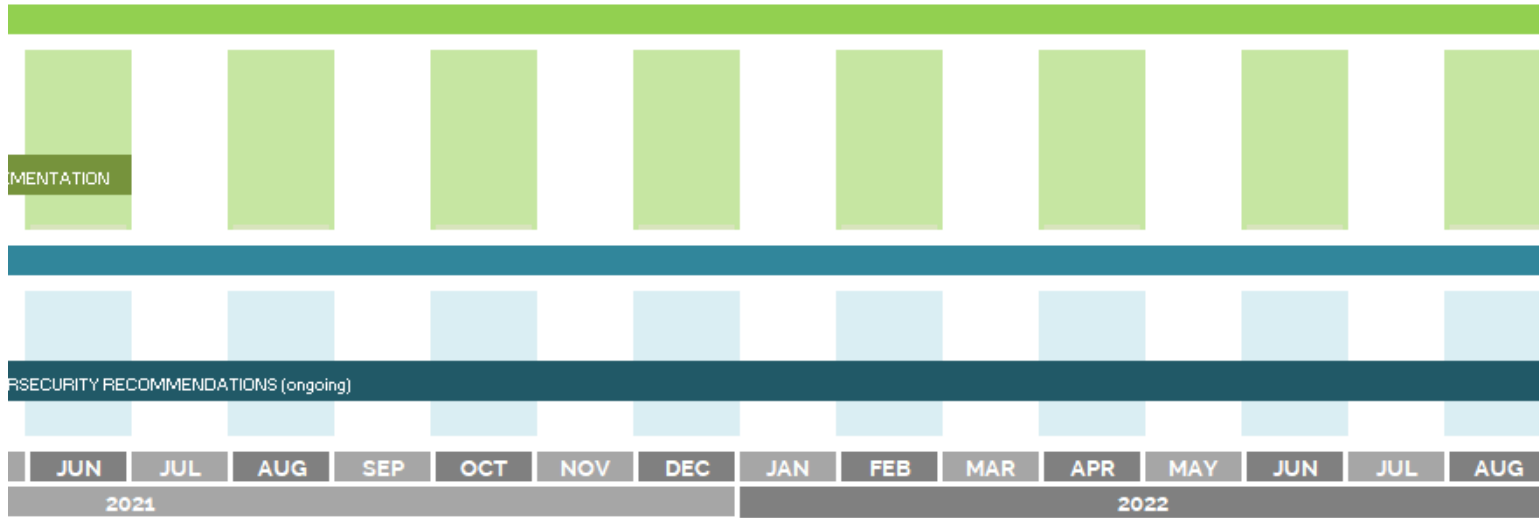
timeline





timeline





appendices

- APPENDIX A:** **New Initiatives or Programs Considered**
- APPENDIX B:** **City Projects Queued, Underway, or Completed**

**New Initiatives or Programs Considered
(parentheses indicate number of votes received)**

- Determine the City's role in economic development. (5)
- Develop a plan to complete Centennial Park. (5)
- Update the Comprehensive Plan. (5)
- Move forward with plans for Civic Campus. (3)
- Assemble a youth council. (2)
- Consider a franchise fee/tax to assist in funding parks & recreation projects. (2)
- Consider hiring a full-time Information Technology (IT) professional and continue to implement cybersecurity recommendations. (2)
- Continue to engage with developers to plan and identify property for park land. (1)
- Expand on fire department staffing plan to build a crew of three 24/7 responders. (1)
- Staff support of the School Resource Officer program in schools. (1)
- Update Storm Water billing structure to resemble a utility. (1)
- Conduct a staffing study - with an outside consultant - for current trends and create a plan to add staff where necessary. (0)
- Create a building pre-plan with existing businesses for the benefit of fire and emergency response. (0)
- Create a department or ad hoc crew for targeting, locating, and resolving underground infrastructure issues, such as sewer inflow and infiltration. (0)
- Create a North Liberty Home Owner's Association (HOA) consortium. (0)
- Establish a public art program. (0)
- Implement GIS purchase and programming. (0)
- Install more basketball hoops. (0)
- Offer an Employee Assistance (and Wellness) Program (EAP). (0)
- Partner with Coralville or Iowa City on animal control. (0)
- Plan for regular training for supervisory staff to develop further as managers and leaders. (0)
- Stay competitive with surrounding communities regarding wage. (0)

City Projects Queued, Underway, or Completed

January 2020 - December 2022

Improve North Liberty Transportation Assistance Program & add Yellow Transport.	Ongoing	Began fall 2019	
Implement IT and cybersecurity improvements.	Ongoing	Began spring 2020	
Create & maintain Neighborhood Ambassador Program.	Ongoing	Began fall 2020	
Clean out weeds & other maint of bio cells at Centennial Park, Penn Meadows & Ranshaw Way.	Ongoing		
Execute "quick win" accessible programming.	Ongoing		
Install LED trail lighting throughout North Liberty.	Ongoing		
Rehabilitate aging and deteriorating manholes.	Ongoing		
Sewer Main Preservation Pilot Project at West Lake and Progress Park lift stations.	Ongoing		
Update collateral to match new branding.	Ongoing		
Complete branding, streetscape, and visioning project.	Completed		Completed February 2020
Hold 2020 Beat the Bitter Festival.	Completed	Began January 2020	Completed February 2020
Stabilize Muddy Creek.	Completed		Completed spring 2020
Clean out Beaver Kreek and install rip rap rock.	Completed		Completed spring 2020
Replace Community Center's aging sprinkler & paging systems.	Completed		Completed spring 2020
Resurface the parking lot of the Community Center.	Completed		Completed spring 2020
Add trail to east side of Kansas Avenue from Penn Street to existing trail.	Completed		Completed spring 2020
Add trail to south side of West Zeller Street from North Jones Blvd to Ranshaw Way.	Completed		Completed spring 2020
Install concrete border around playground with ADA ramp and trail at Community Center.	Completed		Completed spring 2020
Hold virtual 2020 Blues & BBQ Festival.	Completed		Completed June 2020
Design and construct a new Police Headquarters.	Completed		Completed July 2020
Clean all lift station valve pits (confined space entries).	Completed	Began spring 2020	Completed summer 2020
New landscaping at West Penn Street lift station.	Completed	Began spring 2020	Completed summer 2020
Paint the interior of the Community Center.	Completed	Began spring 2020	Completed summer 2020
Reconstruct St. Andrews Drive from South Jones Boulevard to Kansas Avenue.	Completed	Began April 2020	Completed November 2020
Replace 40 older City fire hydrants (20 in 2019 and 20 in 2020).	Completed		Completed fall 2020
Regrade and rock cover two large storm drains at Waste Water Treatment Facility.	Completed	Began spring 2020	Completed fall 2020
Design Dubuque Street Phase 1, including the intersection of Dubuque, Cherry, and Front St.	Completed	Began spring 2020	Completed December 2020
Collect post-Derecho wood & contract out wood chipping.	Completed	Began August 2020	Completed December 2020
Improve Dog Park property by grading/seeding; add fencing, parking, benches & trash receptacles.	Completed		Completed December 2020

City Projects Queued, Underway, or Completed

January 2020 - December 2022

Added secure entryway and security glass at City Hall front desk.
 Hold 2021 Beat the Bitter Festival.
 Refinish Ranshaw House interior trim & baseboards.
 Replace hail damaged roofs at Penn Meadows Park.
 Hold annual Spring Clean Up event.
 Host virtual infrastructure/capital improvements open house, make recordings available online.
 Develop Red Fern Dog Park rules and pass purchase process.
 Add network storage and off site redundancy.
 Connect 8" water main from 230th Street to Highway 965/Ranshaw Way.
 Perform repair work on the interior of Water Tower #3.
 Repaint both indoor & outdoor pools.
 Replace Dectron dehumidification system at the Aquatic Center.
 Tuckpoint the Community Center.
 Add ballfield lighting to Penn Meadows Fields #3 & #4.
 Replace Fox Run Park playground equipment & add concrete border with ADA ramp.
 Add trail to south side of East Penn Street, north of Penn Meadows Park to connect trail.
 Install flag pole with solar lighting at Freedom Park.
 Upgrade the 45 Community Center parking lot lights to LED & replace 34 light poles.
 Re-shingle Fire Station after Derecho & hail damage, replace south fence & reinstall solar panels.
 Replaced one of two foot bridges at Beaver Kreek Park.
 Added 10 new trash receptacles along trail funded by donation.
 Add security system with cameras to Public Works Storage Area.
 Create Summer Slate series of free, safe programs through multi-departmental collaboration.
 Move bulk water fill station from Public Works Campus to Public Works Storage Area.
 Add additional storage and off-site redundancy for the shared media archive.
 Install LED lighting at Penn Meadows tennis court parking lot.
 Resurface Penn Meadows tennis courts & convert two courts to six pickleball courts.
 Paint Ranshaw House exterior.
 Grade & reseed Ranshaw House site.

Completed	Began December 2020	Completed January 2021
Completed	Began January 2021	Completed February 2021
Completed	Began December 2020	Completed March 2021
Completed	Began March 2021	Completed April 2021
Completed		Completed April 2021
Completed		Completed April 2021
Completed	Began summer 2020	Completed spring 2021
Completed	Began fall 2020	Completed spring 2021
Completed	Began fall 2020	Completed spring 2021
Completed	Began fall 2020	Completed spring 2021
Completed	Began fall 2020	Completed spring 2021
Completed	Began fall 2020	Completed spring 2021
Completed	Began fall 2020	Completed spring 2021
Completed	Began fall 2020	Completed spring 2021
Completed	Began fall 2020	Completed spring 2021
Completed	Began fall 2020	Completed spring 2021
Completed	Began fall 2020	Completed spring 2021
Completed	Began June 2021	Completed June 2021
Completed	Began July 2021	Completed July 2021
Completed		Completed July 2021
Completed	Began July 2021	Completed July 2021
Completed	Began July 2021	Completed July 2021
Completed	Began April 2021	Completed August 2021
Completed	Began July 2021	Completed August 2021
Completed	Began summer 2020	Completed summer 2021
Completed	Began spring 2021	Completed summer 2021
Completed	Began July 2021	Completed September 2021
Completed		Completed September 2021
Completed	Began September 2021	Completed October 2021

City Projects Queued, Underway, or Completed

January 2020 - December 2022

Construct new City services to the SW Growth Area (water and sewer) adding 530 acres.	Underway	Began May 2020	Complete October 2021
Regrade and replace section of Forevergreen Road trail west of Keystone Place.	Underway	Begin August 2021	Complete October 2021
Add permanent intersection lights at new I-380 overpass at Forevergreen Road.	Underway	Began September 2021	Complete October 2021
Replace pool heaters (may need to construct separate building to house equipment).	Underway	Began September 2021	Complete October 2021
Improve Hwy 965/Ranshaw Way with a full build out between Zeller St and Hawkeye Dr.	Underway	Began September 2020	Complete November 2021
Transition staff to New World financial software and complete data transfer & portal setup.	Underway	Began spring 2021	Complete winter 2021
Line the 24" west trunk sewer main with a repairing and protective coating.	Underway	Began fall 2018	Complete spring 2022
Replace 12 membrane train cassettes at the Waste Water Treatment Plant.	Underway	Began fall 2020	Complete spring 2022
Drain, clean, and inspect 750,000 gallon ground water storage tank.	Underway	Began summer 2021	Complete spring 2022
Incorporate a fire station alerting system into the existing fire station.	Underway	Began summer 2021	Complete spring 2022
Install concrete border to Penn Meadows playground with ADA ramp & sidewalk connection.	Underway	Began summer 2021	Complete spring 2022
Repaint exterior of Community Center.	Underway	Began summer 2021	Complete spring 2022
Replace Johnson Controls HVAC Metasys Building Automation System in Community Center.	Underway	Began summer 2021	Complete spring 2022
Replace underwater lights in outdoor pool.	Underway	Began summer 2021	Complete spring 2022
Complete Centennial Park Road & seed throughout, as needed.	Underway	Began fall 2021	Complete spring 2022
Update job descriptions for all City employees.	Underway		Complete spring 2022
Reconstruct Dubuque Street Phase 1 to urban cross-section from Main Street to Cherry Street.	Underway	Began October 2021	Complete 2022
Design a new City Hall.	Underway	Began spring 2021	Complete fall 2022
Hire consultant to coordinate an overhaul of North Liberty's Comprehensive Plan.	Underway	Began spring 2021	Complete winter 2022
Add new utility GIS mapping for sanitary sewer, storm sewer, and water networks.	Underway	Began fall 2020	Complete spring 2023
Replace bridge over I-380 at Penn Street.	In Queue		
Purchase land for second fire station.	In Queue		
Install outdoor solar powered charging station benches with WiFi at Library.	In Queue		
Replace gutters & fascia on Library roof.	In Queue	Begin October 2021	Complete December 2021
Engineer & install permanent signage for Red Fern Dog Park.	In Queue	Begin fall 2021	Complete spring 2022
Replace Aquatics Center acoustic ceiling tiles.	In Queue	Begin spring 2022	Complete spring 2022
Line 8", 10" & 12" ductile iron sewer main Ranshaw Way crossings with a protective coating.	In Queue	Begin summer 2022	
Construct pavilion, outdoor performance venue & 5,000 sq ft splash pad at Centennial Park.	In Queue	Begin summer 2022	
Add lighting & security cameras to Red Fern Dog Park.	In Queue	Begin summer 2022	

City Projects Queued, Underway, or Completed

January 2020 - December 2022

Add ballfield lighting to north and/or south Penn Meadows ballfield 4plex.	In Queue	Begin summer 2022	Complete spring 2023
Construct a 65' x 50' heated equipment storage building.	In Queue	Begin summer 2022	Complete spring 2023
Construct a building to house chemical feed equipment & electronics for West Lake lift station.	In Queue	Begin summer 2022	Complete spring 2023
Construct a concrete pad, road & hydrant for new Fire training facility.	In Queue	Begin summer 2022	Complete spring 2023
Construct a shelter at Centennial Park.	In Queue	Begin summer 2022	Complete spring 2023
Dredge north point and repair pond stone at Liberty Centre Pond.	In Queue	Begin summer 2022	Complete spring 2023
Improve Babe Ruth ballfield backstop due to the orientation of the new parking lot.	In Queue	Begin summer 2022	Complete spring 2023
Improve Parks Shop access by adding a concrete driveway.	In Queue	Begin summer 2022	Complete spring 2023
Increase Fox Run warning siren coverage area.	In Queue	Begin summer 2022	Complete spring 2023
Install accessible outdoor fitness equipment at Ranshaw House.	In Queue	Begin summer 2022	Complete spring 2023
Install chemical treatment equipment at the Waste Water Plant for total phosphorus reduction.	In Queue	Begin summer 2022	Complete spring 2023
Install clean-outs, repair tile & replant Penn Meadows bio cell.	In Queue	Begin summer 2022	Complete spring 2023
Pave shoulders of Ranshaw Way, 4' edge of road, from 240th Street to north corporate limits.	In Queue	Begin summer 2022	Complete spring 2023
Reconstruct West Penn Street, from Herky Street to west city limits.	In Queue	Begin summer 2022	Complete spring 2023
Refurbish outdoor pool slides.	In Queue	Begin summer 2022	Complete spring 2023
Remodel Aquatic bathrooms.	In Queue	Begin summer 2022	Complete spring 2023
Remove silted-in debris and vegetation under and around three Muddy Creek bridges.	In Queue	Begin summer 2022	Complete spring 2023
Repair/resurface and add lighting to Penn Meadows north parking lot.	In Queue	Begin summer 2022	Complete spring 2023
Replace aging roof gas line at Community Center.	In Queue	Begin summer 2022	Complete spring 2023
Replace aging snow guards on Community Center roof with Snow Gems.	In Queue	Begin summer 2022	Complete spring 2023
Replace monitors, other hardware and software used for internal, aging digital signage.	In Queue	Begin summer 2022	Complete spring 2023
Replace remaining foot bridge at Beaver Kreek Park.	In Queue	Begin summer 2022	Complete spring 2023
Replace roof of the former Water Treatment Plant building.	In Queue	Begin summer 2022	Complete spring 2023
Upgrade or replace restrooms/concessions/storage building at Babe Ruth Field.	In Queue	Begin summer 2022	Complete spring 2023
Widen North Kansas Avenue trail from North Madison Avenue to West Lake Road.	In Queue	Begin summer 2022	Complete spring 2023
Install clean-outs, repair tile & replant Ranshaw Way bio cells.	In Queue	Begin summer 2022	Complete spring 2025
Install clean-outs, repair tile & replant Centennial Park bio cells.	In Queue	Begin summer 2022	Complete spring 2025
Construct a new City Hall.	In Queue	Begin spring 2023	Complete spring 2024