



**North Liberty City Council  
Regular Session  
March 22, 2022**



# **City Administrator Memo**



To **Mayor and City Council**  
From **Ryan Heiar, City Administrator**  
Date **March 18, 2022**  
Re **City Council Agenda March 22, 2022**

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### Meeting Note

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

### Consent Agenda

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

- City Council Minutes (03/08/22)
- Claims
- Pay Application #5 and Project Acceptance, Ranshaw House Project, Wolfe Contracting, Inc., \$32,767.53
- Change Order 3, SW Growth Area Water & Sanitary Sewer Extensions, Boomerang Corporation, (\$200,965.79)
- Pay Application 13 and Project Acceptance, SW Growth Area Water & Sanitary Sewer Extensions, Boomerang Corporation, \$107,107.06

### Meetings & Events

Tuesday, March 22 at 6:30p.m.  
City Council

Wednesday, March 23 at 4:00p.m.  
Council Goal Setting

Monday, Apr 4 at 6:00p.m.  
Communications Commission

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

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

Tuesday, Apr 12 at 6:30p.m.  
City Council

### Inclusive Economic Development Plan in Johnson County

Asmita Poudel with Astig Planning will be at Tuesday's meeting to talk about an inclusive economic development plan that is being worked on in collaboration with ICAD, the Business Partnership and Green State Credit Union. Included in the packet is the slide deck that will be presented Tuesday.

### Matnic Rezoning

Matnic, LLC – located at the northeast corner of North Front Street and Jaro Way – is requesting a rezoning from RS-3 Single-Unit Residence District to RM-21 Multi-Unit Residence District. The applicant has indicated that the rezoning is to facilitate redevelopment of the property with two 12-unit multi-family buildings and a detached garage. There is RM-21 zoning to the north and west and RM-8 to the east and south. The RM-8 was recently approved by the City Council for the property to the east and south. The RM-8 zoned development contains 20 units on 4.10 acres. The applicant is part owner of this development and is not able to combine this and subject property due to

the ownership structure. However, when analyzed from a density perspective, the density of the two developments would be 44 units on 5.58 acres or 7.89 units to the acre. There have been some concerns expressed of the demolition of the existing residence. This property is not listed on the National Register of Historic Places. Even if it were, the property owner would be entitled under Federal and City regulations to demolish the building. Staff has received one objection from the property owner located at 110 Jefferson Lane. The property owner expressed that he would like for the property to be developed with single-unit residences. A good neighbor meeting was held on February 10, 2022. Two people attended the meeting and had general questions about the proposed development. The Planning Commission unanimously recommended approval of the request at 3/1/2022 meeting. Staff recommends approval as well.

### Scanlon & Penn Township Annexation

Scanlon Family, LLC and Penn Township Annexation – located at the southeast corner of North Liberty Road and Oak Lane NE – is seeking voluntary annexation of 23.3 acres of property. Staff has been working with the Scanlon Family on a concept for development, which will include vehicular access to the Alt Wein Cemetery. City water service is immediately available and sanitary sewer service is being designed to be extended to the east side of North Liberty Road. All other typical city services will be provided upon annexation, including street maintenance (already managed by the City), police, fire, refuse pickup, building inspections and enforcement, and others. Notably, Oak Lane NE will remain a private, county roadway. Due to topography, up to three lots will have Oak Lane NE as its primary access. Staff is requiring that these three lots share in the maintenance costs of the roadway. All required notifications have been made and no objections to the annexation have been received. Staff is recommending approval of the annexation.

### Alliant Electric Service Agreement

Staff has been working with Alliant Energy to explore ways to reduce energy costs at the new police station. While it was anticipated that electric costs would be higher in the much larger facility, the monthly electric costs average \$5,800. The proposed agreement with Alliant would modify our General Service tariff to the Large General Service tariff, saving approximately \$20k annually. If approved, the agreement and billing will be retroactive, effective from October 2021. Staff recommends approval of the agreement.

### Community Center Roof Replacement Project

The agenda includes a public hearing for the plans and specification for the community center roof replacement project, followed by a resolution approving the plans and



specifications. Staff recommends approval of the resolution. Bids for this project are due by April 7 and a recommendation for award of a contract is anticipated to be on the April 26 Council agenda.

## The Preserve, Part 1 Escrow Agreement

Watts Group Development has requested a release from the sidewalk and erosion control requirements of the Developer's Agreement for Lot 1 of the Preserve Part 1, to allow condominium units on that lot to be sold free of title objections. They have placed money in escrow with the City to ensure that the sidewalk and sod will be timely installed. Staff recommends approval of the agreement.

## SW Growth Utilities Project

During the Southwest Growth Area Utility Project, a City contractor damaged a fence on property owned by Jim and Beverly Seelman. Staff has negotiated an agreement with the Seelmans for the replacement of the fence. The balance of the settlement payment is being set off from the final payment to the City's contractor. Staff recommends approval of the agreement.

## Commercial Drive Extension

Staff has reached an agreement with the William Simmons Estate in the amount of \$157,800 to secure the purchase of the necessary real estate for the Commercial Drive Extension Project, which will extend Commercial Drive to West Zeller Street. If approved, the previously scheduled condemnation hearing will be canceled. Staff recommends approval of the purchase.

## Solomon Holdings, LLC, Easement Acquisitions and Rezoning, Second Reading

The agenda includes permanent easements for storm sewer, drainage and underground utilities, and an acquisition, all necessary for the North Jones Boulevard extension project. Staff recommends approval of the easements and acquisition.

Solomon Holdings, LLC is requesting a zoning map amendment to two residential districts and one commercial district on 71.48 acres, situated north of Penn Street, south of 240<sup>th</sup> Street, and west of future North Jones Boulevard.

The rezoning will allow development of a variety of housing types and unspecified commercial uses:

- The RS-9 Single-Unit Dwelling District was created in 2017 to allow smaller

lots. 50' wide lots would be toward the north end of the property and 60' wide lots would be more toward the interior. If approved, this would be the first RS-9 zoned subdivision in the City.

- The RM-21 Multiple-Unit Dwelling District portion would facilitate a higher-end apartment development with amenities such as a clubhouse with a pool, walking trails and a pier. The concept plan depicts 420 units in nine buildings, so this would be a large development that would take several years to build out. Staff is requiring a traffic study to analyze the traffic distribution and to ensure there are no traffic safety concerns.
- The W. Penn Street frontage would contain four C-2-A zoned lots. There would be a public street between the commercial and multi-family development, which would allow access for both developments.

Construction of the roadway, multi-use trail and utilities is anticipated to begin in the spring. The applicant is working on the design of the preliminary subdivision plat for the overall development and preliminary site plan for the multi-family development. Recently approved Zoning Code amendments regarding submission requirements for preliminary site plans has facilitated an "entire property approach" to the design because fully engineered construction plans are not required at this stage of the process.

From a land use perspective, it is staff's opinion that this is an ideal location for a high-intensity development as the only residentially-zoned properties are to the north, across 240<sup>th</sup> Street. Considering there is a need for park space in the northwest portion of the City, staff has begun a dialogue with the property owner regarding the acquisition of park space east of future N. Jones Blvd. Approximately 15 people attended the January 27, 2022 good neighbor meeting. Neighbors in attendance had general questions regarding the style of development. One attendee expressed concern over conflict points with the multi-use trail and the accesses into the development. Staff notes that no lot would have direct access to N. Jones Boulevard.

Staff and the Planning Commission are recommending approval subject to the preliminary plat and preliminary site plan being approved at the third and final reading of the rezoning. Again, the plan submittal requirements are lessened, and this would help ensure the development is consistent with what has been presented. It is anticipated that the Planning Commission would consider the preliminary plat and preliminary site plan at the April 5, 2022 meeting.

## Nicotine Product Free Places Ordinance, Second Reading

Johnson County Public Health recommended an amendment of the Smoke-free Air Act to the Park Board on January 6. The Park Board has in turn recommended the Council adopt an amendment to the City Code designating City parks and trails as tobacco and nicotine-free places.



# **Agenda**



### City Council

March 22, 2022

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, March 8, 2022
  - B. Claims
  - C. Ranshaw House Project, Wolfe Contracting, Inc., Pay Application Number 5, \$32,767.53
  - D. Ranshaw House Project, Wolfe Contracting, Inc., Project Acceptance
  - E. SW Growth Area Water & Sanitary Sewer Extensions, Boomerang, Change Order Number 3, (\$200,965.79)
  - F. SW Growth Area Water & Sanitary Sewer Extensions, Boomerang, Pay Application Number 13, \$107,107.06
  - G. SW Growth Area Water & Sanitary Sewer Extensions, Boomerang, Project Acceptance
5. Public Comment
6. City Engineer Report
7. City Administrator Report
8. Mayor Report
  - A. Proclamation of April as Child Abuse Prevention Month
9. Council Reports
10. Inclusive Economic Development Plan in Johnson County
  - A. Presentation and discussion
11. Matnic Rezoning
  - A. Staff and Commission Recommendations
  - B. Applicant presentation

- C. First consideration of Ordinance Number 2022-08, An Ordinance amending Chapter 167 of the North Liberty Code of Ordinances by amending the use regulations on property located at 10 Jaro Way located in North Liberty, Iowa to those set forth in the Municipal Code for the RM-21 Multiple-Unit Residential District
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- 12. Scanlon & Penn Township Annexation
    - A. Public Hearing regarding proposed annexation
    - B. Resolution Number 2022-22, A Resolution approving annexation of certain property to the City of North Liberty, Iowa
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- 13. Electric Service Agreement
    - A. Resolution Number 2022-23, A Resolution approving the Electric Service Agreement between Interstate Power and Light Company and the City of North Liberty
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- 14. Community Center Roof Replacement Project
    - A. Public Hearing on plans, specifications, and estimate of cost for the Community Center Roof Replacement Project
    - B. Resolution Number 2022-24, A Resolution approving and confirming plans, specifications, and estimate of cost for the Community Center Roof Replacement Project
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- 15. The Preserve Part 1
    - A. Resolution Number 2022-25. A Resolution approving the Escrow Agreement for Lot 1, The Preserve Part One between the City of North Liberty and Watts Group Development, Inc.
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- 16. SW Growth Area Water & Sanitary Sewer Extension Project
    - A. Resolution Number 2022-26, A Resolution approving the Settlement Agreement and Release between the City of North Liberty and James M. Seelman and Beverly A. Seelman
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- 17. Commercial Drive Extension
    - A. Resolution Number 2022-27, A Resolution approving the Settlement Agreement and accepting the Warranty Deed between the City of North Liberty and the Estate of William Simmons

18. Solomon Holdings, LLC

- A. Resolution Number 2022-28, A Resolution approving the Easement Agreements and accepting the Warranty Deed between the City of North Liberty and Solomon Holdings, LLC
- B. Second consideration of Ordinance Number 2022-07, An Ordinance amending Chapter 167 of the North Liberty Code of Ordinances by amending the use regulations on property located on the north side of West Penn Street west of North Jones Boulevard as extended northerly from West Penn Street to 240<sup>th</sup> Street located in North Liberty, Iowa to those set forth in the Municipal Code for the RS-9 Single-Unit Residence District, RM-21 Multiple-Unit Residence District and C-2-A Highway Commercial District

19. Nicotine Product Free Places

- A. Second consideration of Ordinance Number 2022-06, An Ordinance Amending Chapter 49 of the North Liberty Code of Ordinances to prohibit Nicotine Products in Parks and on Trails

20. Old Business

21. New Business

22. Adjournment



# **Consent Agenda**





**City Council**  
March 8, 2022  
Regular Session

**Call to order**

Mayor Chris Hoffman called the March 8, 2022 Regular Session of the North Liberty City Council to order at 6:30 p.m. Councilors present: RaQuishia Harrington, Erek Sittig, Brent Smith, Brian Wayson; absent –none.

Others present: Ryan Heiar, Tracey Mulcahey, Ryan Rusnak, Kevin Trom, Grant Lientz, Shelly Simpson, Susan Vileta, Ed St. John, Brandon Pratt, Manny Galvez, Heather Ropp and other interested parties.

**Approval of the Agenda**

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

**Consent Agenda**

Smith moved, Harrington seconded to approve the Consent Agenda including the City Council Minutes from the Regular Session on February 22, 2022; the attached list of claims; the liquor license renewal for Quail Creek Golf Course and the liquor license renewal for Blue Bird Café. The vote was all ayes. Consent Agenda approved.

**Public Comment**

Manny Galvez, Juniper Court, requested that Council consider providing support for excluded workers in North Liberty.

**City Engineer Report**

City Engineer Trom reported that the preconstruction meeting for the Dubuque Street Phase 1 project was held last week. Private utility work continues. The contractor plans to start about march 28. Staff met with impacted businesses. Two Zoom meetings are scheduled for March 11 for adjacent property owners to obtain information about the project. The Ranshaw House Project is complete. The final design review was held for the Jones Boulevard extension project. The project is expected to start construction in May. Council discussed the report with Trom.

**City Administrator Report**

City Administrator Heiar reminded Council of the Goal Setting session on March 23. Staff had their session last week. Staff's results will be provided to Council at their meeting. The Steindler CON permit was approved yesterday. Council discussed the report with Heiar.

**Mayor Report**

Mayor Hoffman proclaimed March 30, 2022 as Honey Bee Day in North Liberty. Hoffman reported last Friday was the monthly coffee connection at Spotix with the Iowa City Area Business Partnership. With a home of historical context being brought forward, the Mayor and staff are looking to form a historical preservation group. Hoffman reminded all that next Tuesday is the special election with voting for all of the city at the Recreation Center from 7 a.m. – 8 p.m. He thanked law enforcement and fire department for all that they did last week. Mayor Hoffman offered information on mental illness as a silent issue. It is ok to not be ok.

### **Council Reports**

Councilor Sittig attended the Affordable Housing Coalition meeting. He reported on a documentary shown at FilmScene on 4/28 at 7 p.m. called a Decent Home.

### **Stiltner Site Plan Amendment**

Rusnak presented the Stiltner site plan amendment request. He reported that staff and the Planning Commission recommend approval of the amendment.

Kevin Kuhn, MMS Consultants, was present on behalf of the applicant and offered additional information and answered questions.

Wayson moved, Harrington seconded to approve Resolution Number 2022-19, A Resolution approving the Amended Development Site Plan for Lot 2 Resubdivision of Lot 10, I-380 Industrial Park, North Liberty, Iowa. After discussion, the vote was: ayes – Wayson, Harrington, Smith, Sittig; absent – none. Motion carried.

Harrington moved, Smith seconded to approve Resolution Number 2022-20, A Resolution approving the Stormwater Management Facilities Maintenance and Easement between the City of North Liberty and TSS Investments, LLC that establishes the terms and conditions under which storm water management facilities will be maintained for the Stiltner Electric Development in the City of North Liberty, Iowa. The vote was: ayes – Harrington, Wayson, Smith, Sittig; nays – none. Motion carried.

### **Annual Budget and Capital Improvements Plan FY 2023**

Mayor Hoffman opened the public hearing regarding proposed annual budget for fiscal year 2023 at 6:53 p.m. No oral or written comments were received. The public hearing was closed.

Harrington moved, Wayson seconded to approve Resolution Number 2022-21, A Resolution adopting the Annual Budget and Capital Improvements Plan for the Fiscal Year ending June 30, 2023 for the City of North Liberty, Iowa. After discussion, the vote was: ayes – Smith, Harrington, Wayson; nays – Sittig. Motion carried.

### **Solomon Holdings, LLC Zoning Map Amendment**

Rusnak presented the Solomon Holdings Zoning Map amendment request. He reported that staff and the Planning Commission recommend approval of the application.

Brandon Pratt, the applicant, was present and offered additional information on the proposal. Council discussed the application with the applicant.

At 7:06 p.m., Mayor Hoffman opened the Public Hearing regarding proposed zoning map amendment. No oral or written comments were received. The public hearing was closed.

Smith moved, Harrington seconded to approve the first consideration of Ordinance Number 2022-07, An Ordinance amending Chapter 167 of the North Liberty Code of Ordinances by amending the use regulations on property located on the north side of West Penn Street west of North Jones Boulevard as extended northerly from West Penn Street to 240<sup>th</sup> Street located in North Liberty, Iowa to those set forth in the Municipal Code for the RS-9 Single-Unit Residence District, RM-21 Multiple-Unit Residence District and C-2-A Highway Commercial District. The vote was: ayes – Wayson, Harrington, Sittig, Smith; nays – none. Motion carried.

### **Tobacco Free Places**

At 7:08 p.m., Mayor Hoffman opened the public hearing regarding proposed amendment regarding smoking in parks and on trails. No oral or written comments were received. The public hearing was closed.

Sittig moved, Smith seconded to approve the first consideration of Ordinance Number 2022-06, An Ordinance Amending Chapter 49 of the North Liberty Code of Ordinances to prohibit smoking in parks and on trails as amended. After discussion, the vote was: ayes- Sittig, Smith, Wayson, Harrington; nays – none. Motion carried.

### **Vintage Estates PAD Amendment**

Wayson moved, Harrington seconded to approve the second consideration of Ordinance Number 2022-05, An Ordinance amending the Vintage Estates RS-4 PAD Single-Unit Residence Planned Area Development by reducing the rear yard setback from 30 feet to 25 feet adjacent to the north and west property line on property located on the west side of South Jones Boulevard west of western terminus of Cory Court located in North Liberty, Iowa. The vote was: ayes – Smith, Wayson, Sittig, Harrington; nays – none. Motion carried.

Wayson moved, Harrington seconded to suspend the rules regarding the requirement to have an ordinance read on three separate dates. The vote was: ayes – Wayson, Harrington, Smith; nays – Sittig. Motion carried.

Harrington moved, Smith seconded to approve the third consideration and adoption of Ordinance Number 2022-05, An Ordinance amending the Vintage Estates RS-4 PAD Single-Unit Residence Planned Area Development by reducing the rear yard setback from 30 feet to 25 feet adjacent to the north and west property line on property located on the west side of South Jones Boulevard west of western terminus of Cory Court located in North Liberty, Iowa. The vote was: ayes – Smith, Sittig, Wayson, Harrington; nays – none. Motion carried.

### **Old Business**

No old business was presented.

**New Business**

Councilor Harrington in honor of International Women's Day thanked all women for doing amazing things to impact us and out communities. Councilor Wayson encouraged the public to check out the City's website for project updates, the City Slate page and other great information.

**Adjournment**

Sittig moved, Harrington seconded to adjourn at 7:18 p.m. The vote was all ayes. Meeting adjourned.

**CITY OF NORTH LIBERTY**

By: \_\_\_\_\_  
Chris Hoffman, Mayor

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

Wolfe Contracting, Inc  
Pay Application

Customer: Shive-Hattery Inc.  
2839 Northgate Dr  
Iowa City, IA 52245

Project: Ranshaw House Phase 2  
Contract #

Contractor: Wolfe Contracting, Inc  
2200 Grandview Avenue  
Muscatine, IA 52761

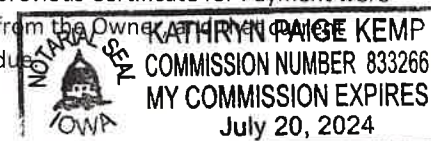
Application #: 5  
Application Date: 2/25/2022  
Period To: 8/18/2021 - 2/25/2022  
Contract Date: 9/30/2020  
WCI Project No: 1420

**Contractor's Application For Payment**

1. Original Contract Sum:	\$	420,000.00
2. Net change by Change Orders:	\$	(11,691.74)
3. Contract Sum to Date:	\$	408,308.26
4. Total Completed & Stored to Date:	\$	408,308.26
5. Retainage:	\$	20,415.41
a. 5% of Completed Work:	\$	20,415.41
b. 5% of Stored Material:	\$	-
6. Total Earned Less Retainage:	\$	375,540.73
7. Less Previous Certificate for Payment:	\$	408,308.26
<b>8. Current Payment Due:</b>	<b>\$</b>	<b>32,767.53</b>
9. Balance to Finish, Including Retainage:	\$	-

Change Order Summary	Additions	Deductions
CAR 1	\$ -	\$ 32,325.81
CAR 2	\$ 4,532.21	\$ -
CAR 3	\$ 3,024.52	\$ -
CAR 4	\$ 13,629.34	\$ -
CAR 5	\$ -	\$ 552.00
CAR 6	\$ -	\$ -
CAR 7	\$ -	\$ -
CAR 8	\$ -	\$ -
CAR 9	\$ -	\$ -
CAR 9	\$ -	\$ -
CAR 10	\$ -	\$ -
TOTALS	\$ 21,186.07	\$ 32,877.81
NET CHANGES by Change Orders	\$	(11,691.74)

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 Certificate for Payment were issued and payments received from the Owner, and that the payment shown herein is now due.



**Contractor:**

By:

*Rusty Wolfe*

Date:

*2/25/2022*

State of: *IOWA*

County of:

*MUSCATINE*

Subscribed and sworn to before me this day:

*2/25/2022*

Notary Public:

*Kathryn Paige Kemp*  
*July 20, 2024*

My commission expires:

**Architect's Certificate for Payment**

In accordance with Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect'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: \$32,767.53

Architect:

*Tandi Brannaman*

By:

Tandi Brannaman

Date:

3/7/2022

## Continuation Sheet

Based on AIA Document G703

Application No.

Pay App 5

Application Date:

2/25/2022

B	C	D	E	F	G	H	I
Description of Work	Scheduled Value	Work Completed from Previous Application(s) (D=E)	Work Completed This Period	Materials Presently Stored (Not in D or E)	Total Completed and Stored to Date (D+E+F)	Balance to Finish (C-G)	Retainage (If Variable Rate)
<b>Mobilization/Bonding</b>	\$ 12,000.00	\$ 12,000.00	\$ -		\$ 12,000.00	\$ -	\$ 600.00
<b>Wolfe Contracting Inc.</b>	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
Siding Material	\$ 10,250.00	\$ 10,250.00	\$ -		\$ 10,250.00	\$ -	\$ 512.50
Siding Labor	\$ 30,750.00	\$ 30,750.00	\$ -		\$ 30,750.00	\$ -	\$ 1,537.50
Window Material	\$ 14,325.00	\$ 14,325.00	\$ -		\$ 14,325.00	\$ -	\$ 716.25
Window Labor	\$ 21,675.00	\$ 21,675.00	\$ -		\$ 21,675.00	\$ -	\$ 1,083.75
Interior finishes material	\$ 26,000.00	\$ 26,000.00	\$ -		\$ 26,000.00	\$ -	\$ 1,300.00
Interior finishes labor	\$ 48,000.00	\$ 48,000.00	\$ -		\$ 48,000.00	\$ -	\$ 2,400.00
<b>Hagerty Earthworks</b>	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
Concrete prep & demo	\$ 20,160.00	\$ 20,160.00	\$ -		\$ 20,160.00	\$ -	\$ 1,008.00
Concrete drive/sidewalk/sub base	\$ 58,075.00	\$ 58,075.00	\$ -		\$ 58,075.00	\$ -	\$ 2,903.75
Pavers/sub base	\$ 18,575.00	\$ 18,575.00	\$ -		\$ 18,575.00	\$ -	\$ 928.75
HDPE Piping	\$ 15,870.00	\$ 15,870.00	\$ -		\$ 15,870.00	\$ -	\$ 793.50
Excavation for basement drainage	\$ 10,500.00	\$ 10,500.00	\$ -		\$ 10,500.00	\$ -	\$ 525.00
<b>ADA Ramp</b>	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
Materials	\$ 18,750.00	\$ 18,750.00	\$ -		\$ 18,750.00	\$ -	\$ 937.50
Labor	\$ 14,173.00	\$ 14,173.00	\$ -		\$ 14,173.00	\$ -	\$ 708.65
<b>JR Painting &amp; Decorating</b>	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
Labor	\$ 49,000.00	\$ 49,000.00	\$ -		\$ 49,000.00	\$ -	\$ 2,450.00
Materials	\$ 36,000.00	\$ 36,000.00	\$ -		\$ 36,000.00	\$ -	\$ 1,800.00
<b>Neumiller Electric</b>	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
Labor	\$ 1,325.00	\$ 1,325.00	\$ -		\$ 1,325.00	\$ -	\$ 66.25
Materials	\$ 2,972.00	\$ 2,972.00	\$ -		\$ 2,972.00	\$ -	\$ 148.60
<b>Renoux Flooring</b>	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
Labor	\$ 1,300.00	\$ 1,300.00	\$ -		\$ 1,300.00	\$ -	\$ 65.00
Materials	\$ 1,500.00	\$ 1,500.00	\$ -		\$ 1,500.00	\$ -	\$ 75.00
<b>Top Shelf</b>	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
Labor	\$ 4,500.00	\$ 4,500.00	\$ -		\$ 4,500.00	\$ -	\$ 225.00
Materials	\$ 4,300.00	\$ 4,300.00	\$ -		\$ 4,300.00	\$ -	\$ 215.00
<b>CO # 1</b>	\$ (32,325.81)	\$ (32,325.81)	\$ -		\$ (32,325.81)	\$ -	\$ (1,616.29)
<b>CO # 2</b>	\$ 4,532.21	\$ 4,532.21	\$ -		\$ 4,532.21	\$ -	\$ 226.61
<b>CO # 3</b>	\$ 3,024.52	\$ 3,024.52	\$ -		\$ 3,024.52	\$ -	\$ 151.23
<b>CO # 4</b>	\$ 13,629.34	\$ 13,629.34	\$ -		\$ 13,629.34	\$ -	\$ 681.47
<b>CO # 5</b>	\$ (552.00)	\$ -	\$ (552.00)	\$ -	\$ (552.00)	\$ -	\$ (27.60)
<b>TOTALS</b>	\$ 408,308.26	\$ 408,860.26	\$ (552.00)	\$ -	\$ 408,308.26	\$ -	\$ 20,415.41

Date of Issuance: 3/2/2022

Effective Date:

Owner: City of North Liberty

Owner's Contract No.:

Contractor: Boomerang

Contractor's Project No.:

Engineer: FOX Engineering Associates, Inc.

Engineer's Project No.: 2489-18A

Project: SW Growth Area Water &amp; Sanitary Sewer Extensions

Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: Adjustment Quantities for Work Completed and Set-Off for Work to be Corrected/Completed;  
Set off for Liquidated Damages; Work Change Directive #5.

**Item 1** Bid Item 1.4 – Submittal Management Website Fee (Allowance): Contract included an allowance of \$5,000. Quote from New Forma was for \$4,000. Deduct = \$5,000 - \$4,000 = \$1,000.00.

**Item 2** Bid Item 1.5 – Fiber Optic Communications (Allowance): Contract included an allowance of \$15,000 for fiber optic work. City paid for that work directly. Deduct = \$15,000.00.

**Item 3** Bid Item 3.1 – Trench Foundation: Contract included 200 tons for trench foundation stabilization. None of this material was used on the project. Deduct = (200 tons x \$30/ton) = \$6,000.00.

**Item 4** Bid Item 3.2 – Special Backfill: Contract included 200 tons of special backfill material. None of this material used on the project. Deduct = (200 tons x \$20/ton) = \$4,000.00.

**Item 5** Bid Item 4.2 – Sanitary Sewer, 4-Inch Service: Contract included 517 LF of 4" sanitary sewer service lines. The plan quantity was changed by Field Order No. 1 to 370 LF, which was the installed quantity. Deduct = (517 LF – 370 LF) x \$75/LF = \$11,025.00.

**Item 6** Bid Item 9.1 – Hydraulic Seeding, Fertilizing, And Mulching - Type 1: Contract included 1.27 acres of Type 1 seeding, fertilizing, and mulching. Type 1 seeding per the specifications and contract requirements was completed on 0.15 acres. Additional areas where Type 1 seeding was applied did not conform to the Contract Documents and will not be paid. Deduct = (1.27 Acres – 0.15 Acres) x \$3,400/Acre = \$3,808.00.

**Item 7** Bid Item 9.2 – Hydraulic Seeding, Fertilizing, And Mulching - Type 2: Contract included 2.2 acres of Type 2 seeding, fertilizing, and mulching. Type 2 seeding per the specifications and contract requirements was completed on 1.37 acres. Additional areas where Type 2 seeding was applied did not conform to the Contract Documents and will not be paid. Deduct = (2.2 Acres – 1.37 Acres) x \$3,000/Acre = \$2,490.00.

**Item 8** Bid Item 9.3 – Hydraulic Seeding, Fertilizing, And Mulching - Native: Contract included 0.29 acres of native seeding, fertilizing, and mulching. Native seeding per the specifications and contract requirements was completed on 0.17 acres. Additional areas where native seeding was applied did not conform to the Contract Documents and will not be paid. Deduct = (0.29 Acres – 0.17 Acres) x \$4,000/Acre = \$480.00.

**Item 9** Bid Item 9.4 – Bonded Fiber Matrix: Contract included 500 SY of bonded fiber matrix. None of this material was used on the project. Deduct = (500 SY x \$5/SY) = \$2,500.00.

**Item 10** Bid Item 9.7 – Field Fence, 4 ft: Contract included replacement of 100 LF of farm field fence. Actual quantity of farm field fence replaced was 50 LF. Deduct = (100 LF – 50 LF) x \$20/LF = \$1,000.00.

**Item 11** Bid Item 9.9 – Temporary Fence, 4 ft: Contract included 600 LF of temporary fence. Actual quantity of temporary fence installed was 204 LF. Deduct = (600 LF – 204 LF) x \$6/LF = \$2,376.00.

**Item 12** Bid Item 9.10 – Temporary Construction Access: Contract included 70 tons of rock for constructing temporary construction access. Actual quantity of rock installed was 24 tons. Deduct = (70 tons – 24 tons) x \$30/ton = \$1,380.00.

**Item 13** Bid Item 9.11 – Erosion Control Measures: Contract included 1,540 LF of silt fence or filter sock. Actual quantity installed was 93 LF. Deduct = (1,540 LF – 93 LF) x \$2/LF = \$2,894.00.

**Item 14** Set-off against payment due to correct defective or incomplete work – See attached itemized list.  
Deduct = \$22,403.36.

**Item 15** Set-off against payment for liquidated damages for failure to achieve substantial and final completion within the contract dates:

Contract Substantial Completion Date:	May 13, 2021
Actual Substantial Completion Date:	September 8, 2021
Days Past Substantial Completion:	118 days
Liquated Damages for Substantial Completion:	\$750/day x 118 days = \$88,500

Contract Final Completion Date:	May 30, 2021
Substantial Completion Achieved:	September 8, 2021
Contract Termination Date:	January 31, 2022
Days Past Substantial Completion:	135 days
Liquated Damages for Substantial Completion:	\$250/day x 145 days = \$36,250

Total Liquated Damages \$124,750

**Item 16** Modify controls programing to include alarm for rate of chemical use. See Work Change Directive (WCD) 5. Add \$140.57

Attachments: Set of Amounts for Remaining Work to be Corrected/Completed and Work Paid by City (1 page);  
Work Change Directive #5 (5 pages).

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price:  \$ 3,163,963.00	Original Contract Times: Substantial Completion: <u>April 1, 2021</u> Ready for Final Payment: <u>May 31, 2021</u>
Increase from previously approved Change Orders No. <u>1</u> to No. <u>2</u> :  \$ 24,381.96	Increase from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : Substantial Completion: <u>42 days</u> Ready for Final Payment: <u>0 days</u>
Contract Price prior to this Change Order:  \$ 3,188,344.96	Contract Times prior to this Change Order: Substantial Completion: <u>May 13, 2021</u> Ready for Final Payment: <u>May 31, 2021</u>
Decrease of this Change Order:  \$ (200,965.79)	Increase of this Change Order: Substantial Completion: <u>0 days</u> Ready for Final Payment: <u>0 days</u>
Contract Price incorporating this Change Order:  \$ 2,987,379.17	Contract Times with all approved Change Orders: Substantial Completion: <u>May 13, 2021</u> Ready for Final Payment: <u>May 31, 2021</u>

RECOMMENDED:  
By: Steven J. Hozer  
Engineer (if required)  
Title: Project Manager  
Date: 3-7-2022

ACCEPTED:  
By: \_\_\_\_\_  
Owner (Authorized Signature)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ACCEPTED:  
By: [Signature]  
Contractor (Authorized Signature)  
Title: Project Coordinator  
Date: 3/9/2022

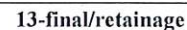


**SW Growth Area Water & Sanitary Sewer Extensions**  
**North Liberty, Iowa**  
**FOX PN 2489-18A.680**

**Change Order No. 3 Attachment**

**Set Off Amounts for Remaining Work to be Corrected/Completed and Work Paid by City**

Punch List Item No. 9 - Replace 50 ft of wire fence	\$	(179.00)
Punch List Item No. 14 - Seelman Fence Repair	\$	(17,650.00)
Punch List Item No. 42 - Motar on Vault Hatches	\$	(1,200.00)
Punch List Item No. 43 - Wet Well Hatche Warped	\$	(400.00)
Punch List Item No. 44 - Wet Well & Vault Hatch Handles	\$	(400.00)
Punch List Item No. 100 - Removal of Erosion Control Measures	\$	(200.00)
Fiber/duct repair work completed by Neumiller Electric; paid directly by City	\$	(694.36)
Replace Seelman Property Pin	\$	(1,500.00)
Renewal of General Permit #2	\$	(180.00)
	\$	<u>(22,403.36)</u>



# Engineer's Statement of Completion

Project: SW Growth Area Water & Sanitary Sewer Extensions	Date of Contract: April 14, 2020
Owner: City of North Liberty	Owner's Contract No.:
Engineer: FOX Strand	Engineer's Project No.: 2489-18A
Contractor: Boomerang Corp.	

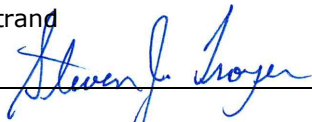
I hereby state that the construction of the SW Growth Area Water & Sanitary Sewer Extensions project by a Contract dated April 14, 2020 has been satisfactorily completed in general compliance with the terms, conditions, and stipulations of said Contract.

The work was completed on February 25, 2022. The Contract completion date was May 31, 2021.

I further state that the total amount due to the Contractor for the fulfillment of said Contract is \$ 2,987,379.17. The derivation of this total amount is tabulated on the attached sheet.

A total of \$ 2,880,272.11 has been paid previously, leaving \$ 107,107.06 due as of the date of this document. The remaining \$ 107,107.06 is retainage that shall be paid no sooner than thirty (30) days following formal acceptance of the construction by the City Council provided that no unpaid claims exist in connection with this Contract. The Contractor will receive interest on any unpaid balance at the maximum legal rate from and after thirty (30) days following acceptance of the project by the City Council.

## Signed:

FOX Strand  
By:   
Iowa Registration No.: 14665  
Date: March 7, 2022  
FOX PN: 2489-11A

## Distribution:

Engineer  
Contractor  
Owner  
IDNR

## Accepted by:

Owner: \_\_\_\_\_  
Resolution: \_\_\_\_\_  
Date: \_\_\_\_\_  
Date  
Signed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Attest: \_\_\_\_\_



# **Mayor Report**



# PROCLAMATION

## Child Abuse Prevention Month APRIL 2022

**Whereas**, children are vital to North Liberty's future success, prosperity, and quality of life; and

**Whereas**, all children deserve to have the safe, stable, nurturing homes and communities they need to foster healthy growth and development; and

**Whereas**, Iowa is leading research efforts to better understand the negative long-term outcomes of child abuse and neglect among adults through the Adverse Childhood Experiences study (ACEs), which shows that poor physical health, mental health, and financial health in adulthood is attributed to adverse experiences in childhood, including abuse and neglect; and

**Whereas**, research shows that the presence of just one caring relationship in a child's life builds resilience and mitigates negative outcomes, especially in a child with a high ACEs score; and

**Whereas**, child abuse and neglect are a community responsibility and can be reduced by making sure each family has the support it needs to raise children in a healthy environment; and

**Whereas**, effective child abuse prevention programs succeed because of partnerships created among the courts, social service agencies, schools, civic organizations, law enforcement agencies, and the business community; and

**Whereas**, effective youth-serving programs – like those offered by the North Liberty Summer Lunch & Fun Program, North Liberty Library, North Liberty Recreation Department, North Liberty Unity Coalition, and United Action for Youth – offer positive alternatives for young people and encourage youth to develop strong ties to their community; and

**Whereas**, the North Liberty Mayor and City Council members recognize the need for community awareness of local child abuse prevention efforts and healthy parenting education & support, from organizations like Johnson County Community Partnerships for Protecting Children and Prevent Child Abuse, and encourage families to attend the **North Liberty Kites for Kids Festival** on Saturday, April 2, 2022, from 12:00 PM to 2:00 PM in the Liberty High School parking lot.

**Now, therefore, be it resolved** that I, Chris Hoffman, Mayor of North Liberty, do hereby recognize April 2022, as

### Child Abuse Prevention Month

in North Liberty, Iowa and call upon citizens, community agencies, medical facilities, and businesses to increase efforts to prevent child abuse, thereby strengthening the community in which we live.

**Signed in North Liberty, Iowa, this 22nd day of March, 2022.**

---

**Chris Hoffman, Mayor**  
**City of North Liberty, Iowa**



# **Inclusive Economic Development Plan**

# Inclusive Economic Development Plan



March 22<sup>nd</sup>, 2022

ASTIG  
PLANNING



1

The Project

2

Outreach and Engagement

3

Next Steps

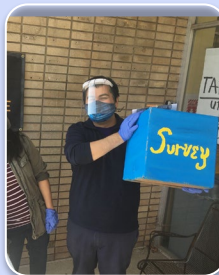
4

Our Ask



**Plans Identified**

- Johnson County Economic Dev Plan
- Delaware County Economic Dev Plan
- Equitable Economic Development Playbook
- Remsey County Economic Competitiveness and Inclusion Plan
- Racial Equity Survey and Summary Analysis
- Racial Healing in the CFOD Region Toolkit
- METROPOLITAN AREA PLANNING COUNCIL: Comprehensive Metro - Strategic plan to advance racial equity, diversity and incl
- EQUITY AND SOCIAL JUSTICE STRATEGIC PLAN
- Advancing Racial Equity and Transforming Government
- Coraville Community Plan
- Toolkit for STORY GATHERING - RACIAL HEALING
- Racial Social Justice Initiative COMMUNITY SURVEY
- Race and Social Justice Initiative Three-Year Plan
- How to Boost Economic Equity by Supporting the Informal Econ
- Grow Black Owned
- UNIVERSITY OF IOWA: JOHN PAPPALARDI ENTREPRENEUR
- Small Business Resources
- IC Business Assistance
- On Business
- Iowa Pollinators
- Direct Cash Transfer as a Vehicle for Speed, Inclusivity, and Eq
- Opportunities for Research on Transportation and Equity 2021
- RACIAL EQUITY ADDENDUM TO CRITICAL ISSUES IN TRANS
- List of the Best Second Chance Banks and Credit Unions in the
- Toolkit to Start/Grow a small business
- TYPE: RACIAL EQUITY ADDENDUM AND VOICE



## Research

Identified over 25 Economic Development Plans/ Racial Equity Plans from across the country at every level, city/county/state

## Survey

Evaluated targeted outreach surveys to organize and assess specific inclusive economic language and relevant questions based on the different sectors and perspectives (online & phone)

## Focus Groups/Circles

Working with Angie Jordan we will be hosting focus groups that utilize Restorative Justice Circles to discuss economic development with specific organizations/ groups

## Interviews

One-on-one interviews with current under-estimated business owners, entrepreneurs, lenders to gain a human-centered understanding of barriers and opportunities present

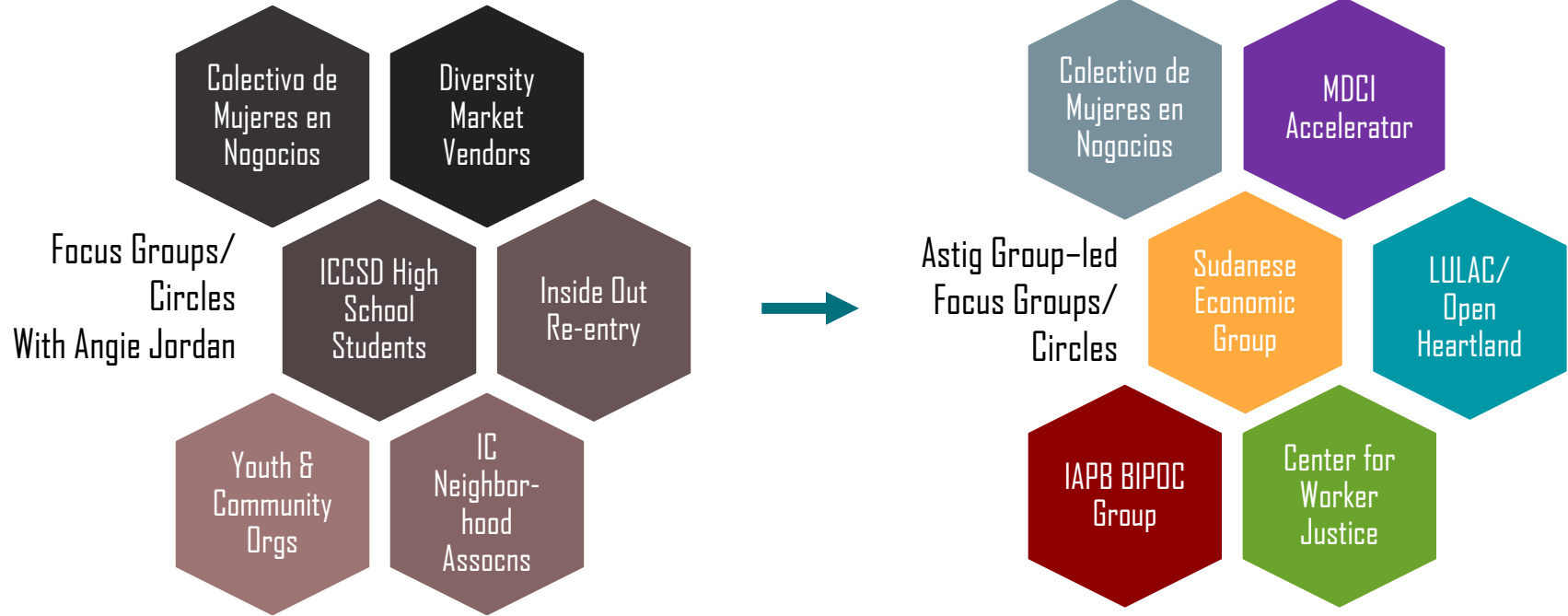
## Strategic Doing Sessions

Two half-day sessions co-led with Angie Jordan to bring together business owners, lenders, city/county leaders to create pathway forward. 30-day check-ins!

## Strategic Doing Sessions

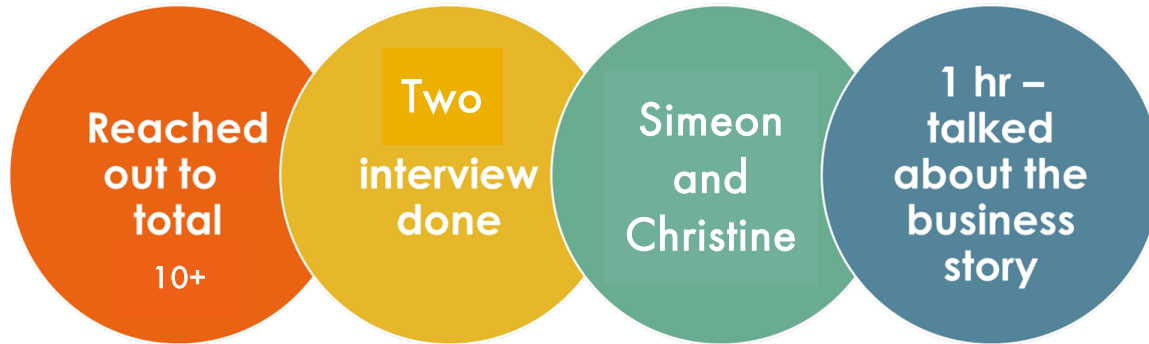
### May 2022





All focus groups will include a \$500 stipend to the organization/leader conducting the session, food, childcare, and transportation

## Interviews

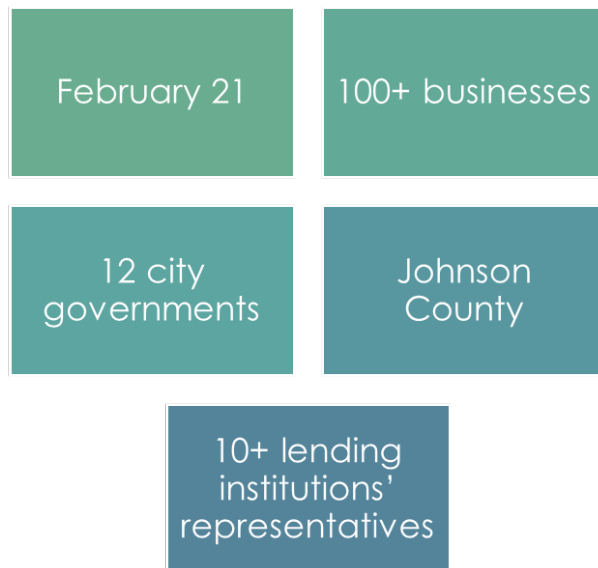


**\*The outreach was done through various lists of BIPOC businesses provided by ICAD, ICABP, Iowa Targeted Small Business Directory, and Grow Black Owned story map.**

## Outreach

Iowa City
North Liberty
Coralville
Oxford
Lone Tree
Solon
Tiffin
Shueyville
Swisher
Hills
University Heights

## Survey Distribution



## Survey Responses



**\*The survey will be closing on April 22nd.**

**As our community continues to grow, and more people invest time, energy, and money into improving commercial areas throughout our region, it is imperative we have both the private and public sectors plan for preventing gentrification. If we don't, improvements will be made on the backs of hardworking local independent business owners and they will be the first to be victims of higher rent and property taxes. This will disproportionately effect BIPOC businesses.**

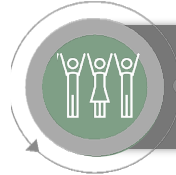
## Stories Shared

**I'm a General Contractor who has Worked here in the Eastern Iowa Corridor for well over 20 years. I have not received any help or support from any Banks or financial Institutions in this Area. No one will give me a loan and probably never will.**

# Next Steps



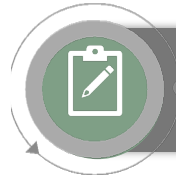
Reach out to local institutions  
and expand survey outreach



Conduct Interviews



Outreach to Focus Group  
Leaders



Continue Collaborations

If you are an Underestimated  
Community Member who owns  
a business or wants to open a  
business,

OR

If you are a support  
institution for small  
businesses in the Johnson  
County,

**For Interviews**

**For Strategic  
Doings**

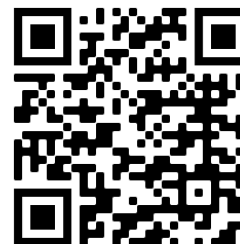
**For Focus  
Groups**

We want your support  
We will be reaching out  
But if you want to reach out, please  
contact [asmita@astigplanning.com](mailto:asmita@astigplanning.com)  
Or  
319-855-9949

**For Survey**

**For Sharing  
Anonymous  
Story**

<https://www.astigplanning.com/basic-01>





**THANK YOU !**

**QUESTIONS?**



# **Matnic Rezoning**



March 1, 2022

Chris Hoffman, Mayor  
City of North Liberty  
3 Quail Creek Circle  
North Liberty IA 52317

Re: Request of Matnic, LLC for a zoning map amendment (rezoning) on approximately 1.48 acres from RS-3 Single-Unit Residence District to RM-21 Multiple-Unit Residence District on property located at 10 Jaro Way.

Mayor Hoffman:

The North Liberty Planning Commission considered the above-reference request at its March 1, 2022 meeting. The Planning Commission took the following action:

**Findings:**

1. The proposed zonings would be consistent the North Liberty Comprehensive Plan Land Use Plan; and
2. The proposed use and density of the development would be compatible with the area.

**Recommendation:**

The Planning Commission accept the two listed findings and forward the request of Matnic, LLC for a zoning map amendment (rezoning) 1.48 acres from RS-3 Single-Unit Residence District to RM-21 Multiple-Unit Residence District to the City Council with a recommendation for approval.

The vote for approval was 6-0.

Becky Keogh, Chairperson  
City of North Liberty Planning Commission



To **City of North Liberty Planning Commission**  
From **Ryan Rusnak, AICP**  
Date **February 25, 2022**  
Re **Request of Matnic, LLC for a zoning map amendment (rezoning) on approximately 1.48 acres from RS-3 Single-Unit Residence District to RM-21 Multiple-Unit Residence District on property located at 10 Jaro Way.**

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

Ryan Heiar, City Administrator

Tracey Mulcahey, Assistant City Administrator

Grant Lientz, City Attorney

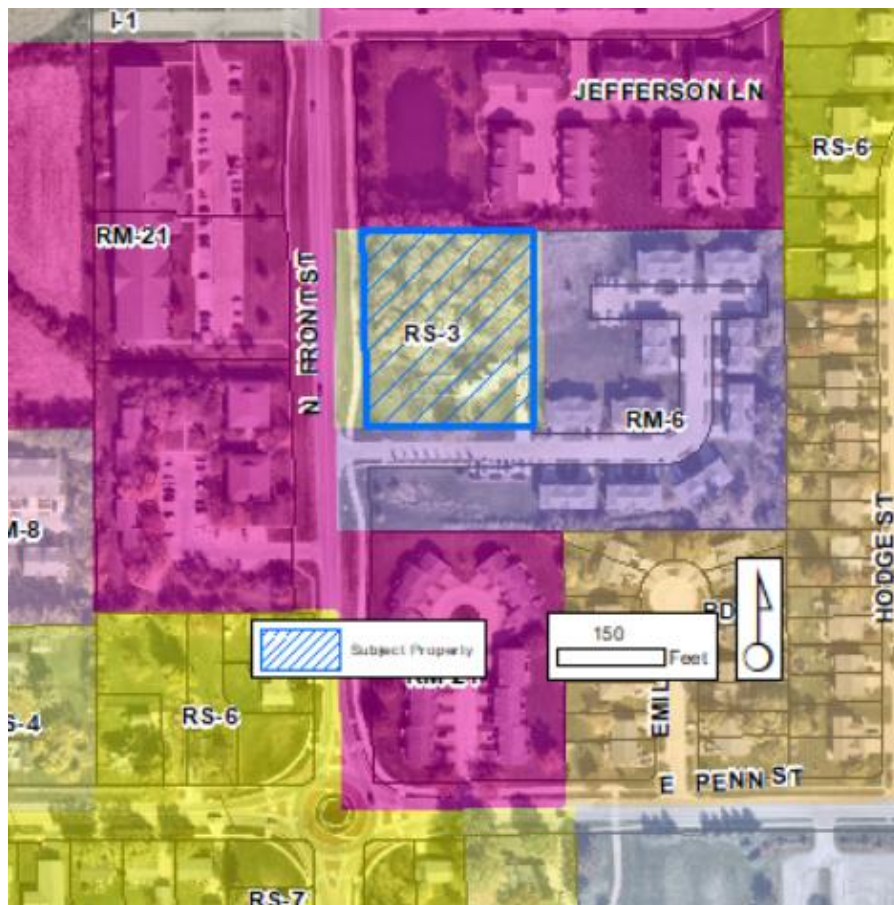
Tom Palmer, City Building Official

Kevin Trom, City Engineer

Ryan Rusnak, Planning Director

### 1. Current Zoning:

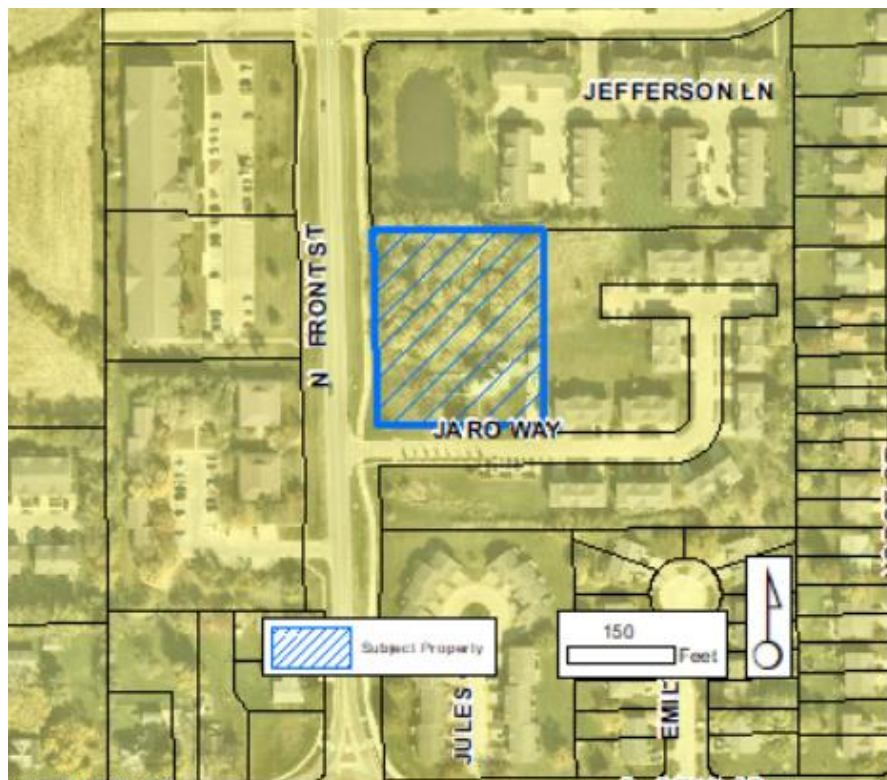
The property is currently zoned RS-3 Single-Unit Residence District.



## 2. Proposed Zoning:

The applicant is requesting a rezoning to the RM-21 Multi-Unit Residence District. The RM-21 District is intended to provide and maintain high-density, multiple-unit housing residential neighborhoods. Limited non-residential uses that are compatible with the surrounding residential neighborhoods may be permitted in the RM-21 District.

## 3. Comprehensive Plan Future Land Use Map Designation: Residential.



The North Liberty Comprehensive Plan articulates the following regarding residential uses:

The plan promotes the development of a diversified housing stock that is affordable to a wide range of incomes. Even though general planning goals include limiting residential uses along arterials and in some cases even collector streets, the miles of such frontages within the City make strict adherence to those goals impractical, and landscape buffers, limited access, and smart neighborhood street layouts are utilized to minimize traffic impacts. Higher density residential development is considered to be somewhat of a transitional buffer between office/commercial development and lower density residential neighborhoods, in part because it is practical to locate the greater numbers of residents found in the higher density developments closer to the commercial services they need.



### Relevant Comprehensive Plan Policies Related to Land Use:

- Establish and maintain an advantageous property tax situation and pursue a strengthened and sound tax base through a diversification of land uses, including commercial and industrial development, as well as a variety of residential options.
- Concentrate higher density, apartment-type housing in proximity to areas that offer a wide range of existing supportive services, commercial and recreational facilities.

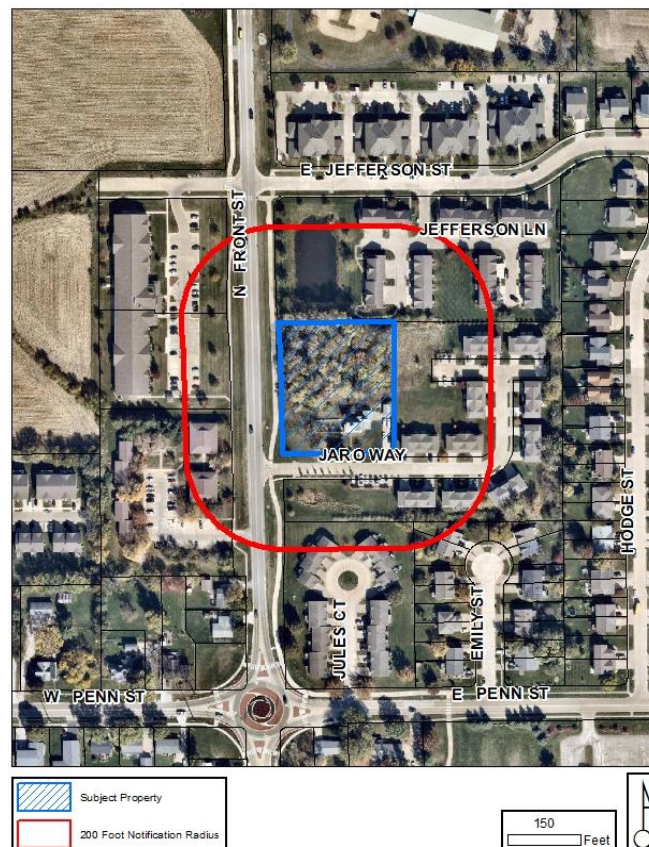
It is staff's opinion that the proposed zoning would be consistent with the Future Land Use Map.

### 4. Public Input:

Letters were sent to property owners within 200 feet of the subject property notifying them of the February 10, 2022 good neighbor meeting. The map below shows the notice boundary.

Two people attended the meeting and just had general questions about the proposed development.

To date, staff has received one objection from the property owner located at 110 Jefferson Lane. The property owner expressed that he would like for the property to develop with single-unit residences.



## 5. Analysis of the Request:

The applicant has indicated that the rezoning is to facilitate redevelopment of the property with two 12-unit multi-family buildings and a detached garage. Below is a concept of how the development could be arranged. Please note that preliminary site plan approval (reviewed by Planning Commission, approved by City Council) would be required prior to development of the property.



City design standards for multi-family development are as follows:

- (1) Buildings must be designed with consistent materials and treatments that wrap around all building elevations. There must be a unifying architectural theme for the entire multi-unit development, utilizing a common vocabulary of architectural forms, elements, materials, or colors in the entire structure.
- (2) Building facades must include windows, projected or recessed entrances, overhangs, and other architectural features. Three-dimensional elements, such as balconies and bay windows, are encouraged to provide dimensional elements on a facade.
- (3) Minimum required masonry on front and corner side yard building elevations is 25%,
- (4) A 15% minimum transparency requirement applies to any facade facing a street and is calculated on the basis of the entire area of the facade.

Additionally, the garage would not be permitted to be located between the building and the street.

There is RM-21 zoning to the north and west and RM-8 to the east and south. The RM-8 was recently approved by the City Council for the property to the east and south. The RM-8 zoned development contains 20 units on 4.10 acres. The applicant is part owner of this development and is not able to combine this and subject property due to the ownership structure. However, when analyzed from a density perspective, the density of the two developments would be 44 units on 5.58 acres or 7.89 units to the acre.

Therefore, it is staff's opinion that the proposed RM-21 zoning would be compatible with the area.

#### **6. Additional Considerations:**

Staff recognizes that the existing Victorian home on the property would be demolished to accommodate the proposed development. While this would be a loss the historical fabric of North Liberty, there is no effective barrier to preventing its demolition.

Below is the residential unit count in North Liberty, which does not include the proposed development.

SFR	2FR	MFR	MFR w/Comm	MH	Total
3224	1598	2896	230	470	8418
38.30%	18.98%	34.40%	2.73%	5.58%	

As part of the Comprehensive Plan update data collection, staff documented the housing construction over the past 11 years:

SFR	2FR	TH	MF	MFR w/Comm	MH	Total
1,127	568	513	602	72	0*	8418
39.88%	20.10%	18.15%	21.30%	2.55%		

\* Not included as there haven't been any manufactured housing park expansions, just replacement units.

It is staff's opinion that the residential unit count data should be further broken down to have townhouses separate from multi-family (apartment style). In that light, staff anticipates the amount of apartment style multi-family units to be relatively low.



## **7. Recommendation:**

### **Findings:**

1. The proposed zonings would be consistent the North Liberty Comprehensive Plan Land Use Plan; and
2. The proposed use and density of the development would be compatible with the area.

Staff recommends the Planning Commission accept the two listed findings and forward the request of Matnic, LLC for a zoning map amendment (rezoning) on approximately 1.48 acres from RS-3 Single-Unit Residence District to RM-21 Multiple-Unit Residence District on property located at 10 Jaro Way to the City Council with a recommendation for approval.

### **Suggested motion:**

I move that the Planning Commission accept the two listed findings and forward the zoning map amendment with the two listed conditions recommended by City staff to the City Council with a recommendation for approval.

**GENERAL NOTES**  
ALL GROUND MOUNTED MECHANICAL UNITS SHALL BE SCREENED WITH LANDSCAPING

**LIGHTING**

- FREE STANDING LIGHT POLES NOT TO EXCEED 25 FEET.
- PARKING LIGHTS TO BE NON-ADJUSTABLE.
- DOWNLIGHTS.
- WALL MOUNTED LIGHTS NOT TO BE FORWARD THROWING.
- MAXIMUM WATTAGE = 250 WATTS.
- LIGHT SPREAD SHALL NOT IMPACT BEYOND PROPERTY LIMITS.

**Ordinance No. 2022-08**

**AN ORDINANCE AMENDING CHAPTER 167 OF THE NORTH LIBERTY CODE OF ORDINANCES BY AMENDING THE USE REGULATIONS ON PROPERTY LOCATED AT 10 JARO WAY LOCATED IN NORTH LIBERTY, IOWA TO THOSE SET FORTH IN THE MUNICIPAL CODE FOR THE RM-21 MULTIPLE-UNIT RESIDENTIAL DISTRICT**

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

**SECTION 1. AMENDMENT.** Chapter 167 of the North Liberty Code of Ordinances (2013) is hereby amended by amending the zoning for 1.48 acres, more or less, of property located at 10 Jaro Way. The property is more particularly described as follows:

Lot 1, Front Street Place, North Liberty, Iowa, according to the plat thereof recorded in Book 59, Page 102, Plat Records of Johnson County, Iowa. Said tract of land contains 1.48 acres, and is subject to easements and restrictions of record.

**SECTION 2. CONDITIONS IMPOSED.** At the March 1, 2022 meeting the Planning Commission accepted the two listed findings (1. The proposed zoning would be consistent with the North Liberty Comprehensive Plan Land Use Plan and 2. The proposed use and density of the development would be compatible with the area.) and forwards the request for a zoning map amendment to the City Council with a recommendation for approval with no conditions.

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

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

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

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

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

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

First reading on \_\_\_\_\_.

Second reading on \_\_\_\_\_.

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

**CITY OF NORTH LIBERTY:**

---

CHRIS HOFFMAN, 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. 2022-08 in *The Gazette* on the \_\_\_\_ of \_\_\_\_\_, 2022.

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TRACEY MULCAHEY, CITY CLERK



# **Scanlon & Penn Township Annexation**

**Resolution No. 2022-22**

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

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

**WHEREAS**, the owner of property generally located on the east side of North Liberty Road on the east central boundary of the City has applied for annexation to the City of North Liberty;

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

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

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

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

**APPROVED AND ADOPTED** this 8th day of February, 2022.

**CITY OF NORTH LIBERTY:**

---

CHRIS HOFFMAN, MAYOR

**ATTEST:**

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

---

TRACEY MULCAHEY, CITY CLERK

## **Exhibit A – Legal Description of Property**

### **SCANLON FAMILY, L.L.C.**

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 80 NORTH, RANGE 6 WEST OF THE 5TH/ PRINCIPAL MERIDIAN, JOHNSON COUNTY, IOWA.

EXCEPT

THAT PART OF AUDITOR'S PARCEL NO. 2021024 LYING WITHIN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 80 NORTH, RANGE 6 WEST OF THE 5TH/ PRINCIPAL MERIDIAN AS RECORDED IN BOOK 64, PAGE 353 IN THE OFFICE OF THE JOHNSON COUNTY, IOWA RECORDER.

AND EXCEPT

THAT PART OF NORTH LIBERTY ROAD RIGHT OF WAY IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 80 NORTH, RANGE 6 WEST OF THE 5TH/ PRINCIPAL MERIDIAN AS RECORDED IN BOOK 5351, PAGE 996 IN THE OFFICE OF THE JOHNSON COUNTY, IOWA RECORDER.

AND EXCEPT

THAT PART OF NORTH LIBERTY ROAD RIGHT OF WAY IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 80 NORTH, RANGE 6 WEST OF THE 5TH/ PRINCIPAL MERIDIAN AS RECORDED IN BOOK 5479, PAGE 466 IN THE OFFICE OF THE JOHNSON COUNTY, IOWA RECORDER.

AND EXCEPT

THE SOUTH 500 FEET THEREOF, PREVIOUSLY ANNEXED TO THE CITY OF NORTH LIBERTY, IOWA AS RECORDED IN BOOK 5229, PAGE 278 AND BOOK 5231, PAGE 691 IN THE OFFICE OF THE JOHNSON COUNTY, IOWA RECORDER.

SAID PROPERTY CONTAINS 22.2 ACRES, MORE OR LESS.

### **THE TRUSTEES OF PENN TOWNSHIP (ALT WEIN CEMETERY)**

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 80 NORTH, RANGE 6 WEST, THENCE SOUTH 27 ½ DEGREES WEST 48 RODS AND 16 LINKS TO A STONE, THENCE SOUTH 10 DEGREES EAST 14 RODS TO A STONE, THENCE EAST 16 RODS TO A STONE, THENCE NORTH 8 RODS TO A STONE, THENCE NORTHWESTERLY TO THE PLACE OF BEGINNING, COUNTING 176 RODS TOGETHER WITH THE RIGHT-OF-WAY FOR WAGONS AND CARRIAGES FROM THE BANE ROAD TO THE NORTHWEST CORNER OF SAID LOT. THE SAID LAND TO BE USED FOR CEMETERY PURPOSES AND TO BE MAINTAINED AS SUCH.

SAID PROPERTY CONTAINS 1.10 ACRES, MORE OR LESS.

## **Map of Proposed Annexation:**



SCANLON FAMILY, L.L.C.  
CITY OF NORTH LIBERTY

S.W. 1/4-S.W. 1/4  
SECTION 8, T80N, R6W

SCANLON FAMILY, L.L.C.  
JOHNSON COUNTY

S.E. 1/4-S.W. 1/4  
SECTION 8, T80N, R6W

OAK LANE N

RIGHT OF WAY

OAK LANE

RIGHT OF WAY

ASPEN ROAD N.E.

IOWA CITY COMMUNITY  
SCHOOL DISTRICT  
CITY OF NORTH LIBERTY

N.W. 1/4-N.W. 1/4  
SECTION 17, T80N, R6W

NORTH LIBERTY ROAD N.E.

NORTH LINE OF THE  
N.E. 1/4-N.W. 1/4

SCANLON FAMILY, L.L.C.  
CITY OF NORTH LIBERTY

EAST LINE OF THE  
N.E. 1/4-N.W. 1/4

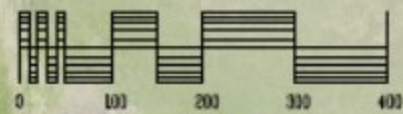
LOT 1  
JENNIFER L BURKE  
JOHNSON COUNTY

FIORDS NORTH ADDITION  
TO JOHNSON COUNTY, IOWA

LOT 2  
REED E AND  
TRACY A TRNTTIN  
JOHNSON COUNTY

FIORDS NORTH ADDITION  
TO JOHNSON COUNTY, IOWA

LOT 3  
BRIAN D DENNIS AND  
JENNIFER J HAGGE  
JOHNSON COUNTY



GRAPHIC SCALE IN FEET  
SCALE: 1"=200'



NORTH LINE OF THE  
SOUTH 500 FEET  
N.E. 1/4-N.W. 1/4

ALT WEIN CEMETERY  
THE TRUSTEES OF PENN TOWNSHIP  
JOHNSON COUNTY

SCANLON FAMILY, L.L.C.  
CONTRACT HOLDER  
GREENBELT TRAIL, LLC  
CITY OF NORTH LIBERTY

WEST LINE OF THE  
N.E. 1/4-N.W. 1/4

SCANLON FAMILY, L.L.C.  
CITY OF NORTH LIBERTY

SOUTH 500' ANNEXED BOOK 5831 PAGES 412-415

N.E. 1/4-N.W. 1/4



# **Electric Service Agreement**

**ELECTRIC SERVICE AGREEMENT  
INTERSTATE POWER AND LIGHT  
COMPANY**

Account No. **0880442667**

This agreement made this 16th day of February, 2022 by and between Interstate Power and Light Company (a wholly owned subsidiary of Alliant Energy Corporation), an Iowa corporation headquartered at 200 First Street SE, Cedar Rapids, Iowa, (hereinafter referred to as the "Company") and City of North Liberty, a corporation/partnership/proprietorship with principal offices at 3 Quail Creek Circle, North Liberty, IA, (hereinafter referred to as the "Customer"):

That for and in consideration of the mutual covenants of the parties set forth, and the performance thereof, it is agreed by and between the said parties as follows:

**THE COMPANY HEREBY AGREES THAT:**

1. It will furnish to the Customer at the Customer's premises located at 340 N Main St in North Liberty, Iowa, through one point of delivery, alternating current electricity (hereinafter called "electric service") for all electrical energy requirements of the Customer.
2. The electric service furnished hereunder will be approximately 120/208 volts, and 3 phase, 60 Hertz, and na volts, single phase, 60 Hertz, and metered at na volts.

**THE CUSTOMER HEREBY AGREES THAT:**

3. It will take from the Company, through one point of delivery, electric service for all electrical energy requirements at the premises identified in Paragraph 1 hereof, and it will observe the rules and regulations of the Company pertaining to electric service.
4. It will not create a demand for electric service in excess of 1800 KVA without first notifying the Company in writing of such increase in demand and giving the Company sufficient time in which to provide additional line capacity and other electrical equipment if required.
5. It chooses ☒ does not choose ☐ (circle one) Interruptible Service. If the Customer chooses Interruptible Service, it will curtail its demand for electrical service pursuant to Attachment A to this agreement.

**IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS THAT:**

6. The Company shall furnish electric service and the Customer shall use and pay for such service in accordance with the terms and conditions of this Agreement and the rates set out in Rate Schedule 447 attached hereto and made a part hereof, or such other applicable rate schedule as hereafter at any time may be established for this class of service within the authority of the Iowa Utilities Board or such other regulatory authority having jurisdiction. Notwithstanding any other provision of this Agreement, all rates and charges contained in this Agreement may be modified at any time by a subsequent filing made pursuant to the provisions of Chapter 476 of the Code of Iowa. At the time of signing of this Agreement, the excess facilities is \$0.00; in the

event the demand of the Customer set forth in Paragraph 4 above shall be increased, the monthly excess facilities shall be increased appropriately.

7. It is understood by the Customer that, if at any future time it should elect to accept service under some other available electric service rate that might prove more advantageous, any expense brought about by necessary wiring changes on its premises shall be borne by the Customer.
8. The electric service furnished under this Agreement includes only that which is incidental to the Customer and no part of the said electric service shall be sold by the Customer to any other parties.
9. The Company will use due diligence in the operation and maintenance of its plants and system pertinent to this Agreement so as to render efficient economic service, but the Company shall not be liable to the Customer for any loss or damages suffered by the Customer through the inability of the Company to furnish said electric service in accordance with this Agreement.
10. The Customer shall hold the Company harmless for any damage to persons or property arising out of the use upon the Customer's premises of the electric service furnished to it by the Company. Nothing herein contained shall be construed as relieving the Company from any liability to its own employees while upon the property of the Customer in the performance of their duty and by the direction of the Company, or as relieving the Company from any liability to the Customer due to the Company's act of negligence.
11. This Agreement shall continue for a period of (a) one (1) year, commencing October 11, 2021, and ending October 10, 2022, and thereafter, or (b) three (3) years in the case in which Customer chooses Interruptible Service under paragraph 5, commencing na, 20 , and ending na, 20 , and may be terminated by either party giving to the other written notice at least ninety (90) days prior to the date upon which it desires to terminate the same; whereupon this Agreement shall terminate on said date. All contracts, agreements and understandings between the parties hereto, whether oral or written, pertaining to the subject matter hereof, heretofore made and entered into, shall hereby become null and void and of no further force and effect whatsoever.
12. This Agreement shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns; but the assignment of this Agreement by either party shall not relieve such party, without the written consent of the other, from any of the obligations hereof.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

City of North Liberty  
(Customer)

Interstate Power and Light Company  
(Company)

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

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

Title:

Title:

(Officer-Partner-Owner)

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_




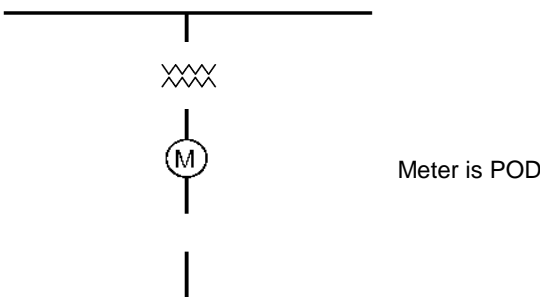

## INTERSTATE POWER AND LIGHT BILLING AUTHORIZATION

Page 1 of 2

Name <b>City of North Liberty</b>		Address <b>340 N Main St</b>	
City <b>North Liberty</b>		State <b>IA</b>	Zip Code <b>52317</b>
Effective Date <b>10/11/21</b>		Account No. <b>0880442667</b>	
Rate Code <b>447</b>	Work Request No.	Meter No. (s) <b>502038598</b>	
Delivery Voltage <b>120/208</b>		<input type="checkbox"/> Single Phase	<input checked="" type="checkbox"/> 3 Phase

ESTIMATE PROVISIONS		FINAL INSTALLED COST	
Proposed Description			
Major Equipment to be installed (e.g., cable, xformer, switchgear)		Major Equipment installed	
Total Estimate of Installation		Actual Cost of Installation	
Excess Facilities Charge	1.60%	Excess Facilities Charge	1.60%
Est. Monthly Excess Facilities Charge		Monthly Excess Facilities Charge	
<b>Note: Final material inventory and electric service (oneline) diagram(s) must be attached.</b>			
Estimate: Customer Signature		Title	Date
Installed Cost: Customer Signature		Title	Date

ADJUSTMENTS TO EXISTING PRIMARY SERVICE INSTALLATION			
Date of Original Installation		Original Excess Facilities Charge	
Date of Retirement of Original Equipment (if applicable)		<u>Reductions</u>	
Equipment Removed	Cost	Total Costs Removed	
		Excess Facilities	1.60%
		Reduction to Change	
Date of Equipment Additions (attach Nubies support doc.)		<u>Additions</u>	
Equipment Added	Cost	Total Costs of Equipment Added	
		Excess Facilities	1.60%
		Addition to Change	
		Original - reduction in charge + addition to change	
		Total New Excess Fac. Charge	
Customer Signature		Title	Date

ATTACH: DETAIL ITEMIZATION TO SUPPORT EXCESS FACILITY CHARGE (INCLUDE NUBIES REPORTS).		
All accounts with percentage adjustments must have a completed electric service (oneline) diagram(s).		
Meter 		
Transformer		
Point of Delivery POD		
If primary metered; show all voltages, transformers, and transformer ownership (attach additional sheets if needed).		
IPL Company Representative Signature 	IPL Company Representative Name (printed) <b>Josh McKnight</b>	Date <b>02/15/22</b>



Name <b>City of North Liberty</b>	Address <b>340 N Main St</b>	
City <b>North Liberty</b>	State <b>IA</b>	Zip Code <b>52317</b>
Effective Date <b>10/11/21</b>	Account No. <b>0880442667</b>	

EXCESS FACILITIES BILLING ADJUSTMENTS								
Billing Summary				Add		Remove		
Charge Type	Charge Description	IA & MN Provision	Bill Print Desc	Qty	Actual Cost	Date	Qty	Cost
2	Ex Fac - Transformer	0.016	Transformer (TRFM)					
3	Ex Fac - Poles	0.016	Pole (POLE)					
4	Ex Fac - Conductor	0.016	Conductor (CONDTR)					
5	Ex Fac - Metering	0.016	Meter (METR)					
6	Ex Fac - Pipe	0.016	Pipe (PIPE)					
7	Ex Fac - 3Phase	45 each	3Phase (3PH)					
8	Ex Fac - Equipment	0.016	Equip (EQUIP)					
Monthly Excess Facility Billing TOTAL					\$ <b>0.00</b>			

BILLING PROVISIONS		
<b>IA Accounts Only</b> <input type="checkbox"/> -2% Meter not at Point of Delivery (primary metering/secondary voltage delivery) <input type="checkbox"/> +2% Meter not at Point of Delivery (secondary metering/primary voltage delivery) <input type="checkbox"/> 4.42% Primary service discount (4,160 to 15V) <input type="checkbox"/> 7.5% Primary service discount (34.5 and above)  * <input type="checkbox"/> Interruptible account * <input type="checkbox"/> Total Monthly excess facilities charge \$ <b>0.00</b> * <input type="checkbox"/> Total demand is 1000 KW or greater * <input type="checkbox"/> Primary metered account * <b>Service Agreement needed if LGS Customer.</b>	<b>MN Accounts Only</b> <input type="checkbox"/> Primary metering discount <input type="checkbox"/> Transmission service discount <input type="checkbox"/> Primary service discount  <input type="checkbox"/> Customer Owned System <input type="checkbox"/> Alliant Energy Owned System Applies to equip. beyond metering point.	
Customer Signature		Title
IPL Company Representative Signature <i>Josh McKnight</i>	IPL Company Representative Name (printed) <b>Josh McKnight</b>	Date <b>02/15/22</b>

ROUTING: Business Resource Center, Cedar Rapids GO 8th Floor, businesscenter@alliantenergy.com, 866-ALLIANT

**Resolution No. 2022-23**

**A RESOLUTION APPROVING THE ELECTRIC SERVICE  
AGREEMENT BETWEEN THE CITY OF NORTH LIBERTY AND  
INTERSTATE POWER AND LIGHT COMPANY**

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

**WHEREAS**, the city constructed a new Police Department building;

**WHEREAS**, the electricity used by the new building was significantly increased from previous usage;

**WHEREAS**, the City of North Liberty reviewed options for possibly saving on future electricity bills;

**WHEREAS**, Interstate Power and Light Company provided the attached agreement in response to those discussions;

**WHEREAS**, it is the parties' desire to agree and establish, in writing, their understanding as in the attached agreement.

**NOW, THEREFORE, BE IT RESOLVED** that the Electric Service Agreement between the City of North Liberty and the Interstate Power and Light Company is approved.

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

**APPROVED AND ADOPTED** this 22nd day of March, 2022.

**CITY OF NORTH LIBERTY:**

---

CHRIS HOFFMAN, 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





# **Community Center Roof Replacement Project**

## **Resolution No. 2022-24**

### **RESOLUTION FINALLY APPROVING AND CONFIRMING PLANS, SPECIFICATIONS, AND ESTIMATE OF COST FOR THE COMMUNITY CENTER ROOF REPLACEMENT PROJECT**

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

**WHEREAS**, a hearing has been held on the Contract Documents on March 22, 2022;

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

Section 1. The City Council will receive bids for the Project on April 7, 2022 at 10:00 a.m. At such time and place the City Clerk will open such bids received and announce the results thereof. The City Council will consider bids received at the City Council meeting to be held on April 26, 2022 at 6:30 p.m. in Council Chambers at 1 Quail Creek Circle, North Liberty, Iowa.

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

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

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

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

**APPROVED AND ADOPTED** this 22nd day of March, 2022.

**CITY OF NORTH LIBERTY:**

---

CHRIS HOFFMAN, MAYOR

ATTEST:

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

---

TRACEY MULCAHEY, CITY CLERK



# **The Preserve Part 1**

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

**ESCROW AGREEMENT**  
**LOT 1, THE PRESERVE PART ONE**

THIS ESCROW AGREEMENT is made this 4th day of March, 2022, by and between the City of North Liberty, Iowa ("City") and Watts Group Development, Inc. ("Developer").

RECITALS

A. Developer and the City originally entered into a Developer's Agreement for The Preserve Part 1, which includes the real estate described in Exhibit "A" ("Property").

B. Pursuant to Section 3 of the Developer's Agreement, the Developer was required to complete certain site improvements at Developer's sole cost and expense, and subject to the City's approval thereof. The parties further acknowledge that the obligation to install public improvements is deemed a covenant running with the land and with title to the land.

C. All public improvements required under Section 3 for the Property have been installed by Developer except for sidewalks and erosion control, estimated to cost \$23,000.00 ("Escrow Items").

D. As a condition of releasing requirements in Section 3 of the Developer's Agreement with respect to the Property, the City has required Developer to deposit the sum of Twenty-Three Thousand Dollars (\$23,000.00) ("Escrow Amount") with the City in escrow pending Developer's obligation to complete the Escrow Items.

F. In consideration of the City's release of its lien on the Property, Developer and City agree that the lien on the Property shall be transferred to and shall immediately attach to the escrow for this Property, and that this lien shall remain attached to the escrow until such time as the Escrow Item has been completed.

### TERMS AND CONDITIONS

In consideration of the Recitals and the mutual covenants set out below, it is agreed as follows:

1. Prior to the issuance of any occupancy permit, the Developer will deposit the Escrow Amount with the City to be held in escrow and disbursed to Developer upon completion of the Escrow Item in accordance with the plans approved by the City. The City shall provide a written receipt acknowledging receipt of the Escrow Amount.

2. The Escrow Items shall be constructed and installed by the Developer according to the plans and specifications approved by the City, who shall have the right to make occasional inspection of the work in progress. Such inspections shall not relieve or release the Developer from its responsibility to construct said Escrow Items in accordance with the approved plans and specifications. Further, said inspections shall not create a duty or warranty on the part of the City that the construction of said Escrow Items is in compliance with said plans and specifications.

3. Upon satisfaction of the terms as outlined in Paragraph 2, the City shall promptly distribute the Escrow Amount to the Developer.

4. After installation and acceptance by the City, the Developer, or the applicable homeowner's association, shall have the obligation for maintenance or management of said Escrow Items.

5. The Developer agrees to complete the Escrow Items on or before August 1, 2022 ("Construction Deadline").

6. In the event the Escrow Items are not complete by the Construction Deadline, the City may, but shall not be required to, utilize the Escrow Amount to complete the Escrow Item.

7. In the event the Escrow Amount is insufficient to pay for the Escrow Item, the Developer shall pay for the excess costs incurred.

8. Except as specifically provided above, nothing in this Agreement shall be construed to impose a requirement on the City to install the public improvement herein, nor shall the Developer be deemed to be acting as the City's agent during the construction and installation of the above-described improvement.

9. In the event of a dispute between the Developer and the City as to the satisfactory completion of the Escrow Items, the City may deposit the Escrow Amount with the Clerk of Court for the Johnson County District Court. Either party may thereafter make application to the Court for distribution of such funds.

10. This Agreement shall not be considered a lien on the Property.

*[Signature Pages to Follow]*

*[Signature Page to Escrow Agreement]*

Dated this 4<sup>th</sup> day of March, 2022.


**DEVELOPER**

Watts Group Development, Inc.

By:   
Gary D. Watts, President

STATE OF IOWA, COUNTY OF JOHNSON) ss:

This instrument was acknowledged on the 4<sup>th</sup> day of March, 2022, before me, by Gary D. Watts., as President of Watts Group Development, Inc.

  
Notary Public in and for said State





*[Signature Page to Escrow Agreement]*

**CITY OF NORTH LIBERTY, IOWA**

By: \_\_\_\_\_  
Chris Hoffman, Mayor

**ATTEST:**

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

STATE OF IOWA, COUNTY OF JOHNSON) ss:

On this \_\_\_\_ day of March, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Chris Hoffman 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 \_\_\_\_\_, 2022; and that Chris Hoffman and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

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

**EXHIBIT "A"**  
**Legal Description**

Lot 1, The Preserve Subdivision, as depicted in Plat Book 63, Page 170 of  
the office of the Recorder for Johnson County, Iowa.

Preserve Part 1 Lot 1 - sidewalk escrow

length	510 ft
width	5 ft
	2550 SF
	283 SY
unit price \$	50
PCC paving \$	14,167
grading & backfilling \$	4,000
seeding & restoration (.5 ac) \$	2,500
subtotal \$	20,667
10% contingency \$	2,067
	<u>\$ 22,733</u>
	<u>\$ 23,000</u>

Prepared by: City of North Liberty, P.O. Box 77, North Liberty, IA 52317  
319-626-5713

Return to: City of North Liberty, P.O. Box 77, North Liberty, IA 52317

**RELEASE**

Date: March 4, 2022

**LET IT BE KNOWN**

That the City of North Liberty, Iowa, states that the following described property:

**Lot 1, The Preserve Part One, North Liberty, IA.**

is encumbered by a Developer's Agreement entered into between the Developer of said subdivision and the City of North Liberty, Iowa, said agreement is dated **October 4, 2018** and recorded in the office of the Johnson County Recorder on **October 24, 2018**, in Book **5849** Page/Document No. **143**. The above-described Developer's Agreement imposes certain duties and restrictions upon the Developer and requires that certain improvements be made to the property and creates a lien or cloud upon the title to the property contained in the subdivision.

The City of North Liberty hereby releases the following described requirements imposed by said Developer's Agreement: **Sidewalk & Erosion Control.**

CITY OF NORTH LIBERTY

By: \_\_\_\_\_  
Tom Palmer, Building Official

STATE OF IOWA                    )  
  )       ss:  
JOHNSON COUNTY)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tom Palmer to me personally known, who, being by me duly sworn, did say that he is the Building Official for the City of North Liberty, Iowa, a municipal corporation; that the instrument was signed and sealed on behalf of the municipal corporation; and Tom Palmer acknowledged the execution of the instrument as his voluntary act and deed of the City.

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

**Resolution No. 2022-25**

**A RESOLUTION APPROVING THE ESCROW AGREEMENT FOR  
LOT 1, THE PRESERVE PART ONE BETWEEN THE CITY OF  
NORTH LIBERTY AND WATTS GROUP DEVELOPMENT, INC.**

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

**WHEREAS**, construction on Lot 1, The Preserve Part One is nearing completion;

**WHEREAS**, sidewalks and erosion control are not complete for the development;

**WHEREAS**, the City of North Liberty requires completion of all improvements prior to the issuance of any occupancy permit;

**WHEREAS**, the estimate for completion of the unfinished improvements is \$23,000 and the developer has provided that amount to the city;

**WHEREAS**, it is the parties' desire to agree and establish, in writing, their understanding as in the attached agreement.

**NOW, THEREFORE, BE IT RESOLVED** that the Escrow Agreement between the City of North Liberty and Watts Group Development, Inc. is approved.

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

**APPROVED AND ADOPTED** this 22nd day of March, 2022.

**CITY OF NORTH LIBERTY:**

---

CHRIS HOFFMAN, 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



# **SW Growth Area Water & Sanitary Sewer Extension Project**

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Settlement Agreement") is entered into by and between James M. Seelman and Beverly A. Seelman, husband and wife, (hereinafter referred to as "Seelman," which expression shall include, his, her, or their heirs, agents, successors or assigns) and the City of North Liberty, Iowa (hereinafter "the City"). Seelman and the City are collectively referred to as "the Parties."

### I. RECITALS

A. As part of a public works project relating to the extension of sanitary sewer services to the southwest area of North Liberty (the "Project"), the City contracted with Boomerang Corp. to perform excavation and grading work adjacent to property owned by Seelman.

B. During its work, Boomerang Corp. damaged a boundary fence owned by Seelman and situated along the property line adjacent to the project area.

C. The Parties wish to avoid the prospect of litigation and expense, and wish to settle fully and finally differences among them and compromise any and all claims and issues that have been raised or could have been raised by any party in relation to the facts recited herein.

D. It is the intent of the Parties to fully and finally settle and withdraw any and all claims, counterclaims, charges, civil actions, and grievances of any kind whatsoever that they may have against one another relating to the matters above that may have arisen between the parties.

### II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Settlement Agreement.

2. **Consideration.** Upon execution of this Settlement Agreement by all Parties and upon approval of the Settlement Agreement by the City's council, the City shall pay Seelman the sum of Seventeen Thousand Six Hundred Thirty-seven Dollars and Fifty Cents (\$17,637.50).

3. **Release.** In exchange for the full payment of the consideration set forth in paragraph 2 above, Seelman shall irrevocably and unconditionally release and forever discharge the City, and its representatives, attorneys, insurers, successors, administrators, assigns and agents, specifically including Boomerang Corp., individually and collectively, from any and all actions or claims of any nature whatsoever related to matters set forth in Section I. above, in law or in equity, which Seelman ever had, now has or may have against the City arising from the subject matter set forth in Section I. above.

Parties also covenant not to sue any party or the representatives of any party to this Settlement Agreement or named in the Settlement Agreement relating to any of the claims released by this Settlement Agreement.

4. **Contingencies.** This Settlement Agreement is contingent upon the following:

a. Approval of the Settlement Agreement by the City's council on \_\_\_\_\_, 2022.

b. Execution of the Settlement Agreement by Seelman prior to the City's council meeting of \_\_\_\_\_, 2022.

- c. Payment to be made available by the City to Seelman in the sum of \$17,637.50 by 5:00 PM on \_\_\_\_\_, 2022.

If any of the contingencies set forth in this paragraph are not fulfilled within the time limits set forth in this paragraph, this Settlement Agreement becomes null and void without any further action by either party and shall not be admissible in any court of law or administrative proceeding.

5. **Admission of Wrongdoing.** The Parties enter into this Settlement Agreement in order to avoid further delay and the expense associated with litigating their claims in court. Nothing contained herein constitutes an admission of wrongdoing by any Party hereto.

6. **Mutual Non-Disparagement.** Upon execution of this agreement by both parties, neither Seelman nor the City shall make any oral or written statement about the other party which is intended or reasonably likely to disparage the other party, or otherwise degrade the other party's reputation.

7. **Interpretation.** The language of all parts of this Settlement Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Settlement Agreement is made and entered into, and shall be subject to, governed by, and interpreted in accordance with, the laws of the State of Iowa.

8. **Severability.** Should any provision of this Settlement Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Settlement Agreement.

9. **Entire Agreement.** This Settlement Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

10. **Counterparts.** This Settlement Agreement shall be executed in one or more counterparts and by facsimile or other electronic means, each counterpart shall, for all purposes, be deemed an original, and all counterparts shall constitute the same instrument.

11. **Careful Review and Understanding.** All Parties represent and certify they have carefully read and fully understand all of the provisions and effects of this Settlement Agreement, that they have had the opportunity to thoroughly discuss all aspects of this Settlement Agreement with an attorney, that they are voluntarily entering into this Settlement Agreement, and that neither the opposing party nor any agents, representatives, or attorneys made any representations concerning the terms or effects of this Settlement Agreement other than those contained herein.

12. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Settlement Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Settlement Agreement.

13. **Attorney's Fees.** If any dispute arises over this Settlement Agreement, including the resort to litigation, the prevailing party shall be entitled to recover the reasonable and necessary attorney's fees and expenses incurred in enforcing this Settlement Agreement.



14. **No Assignment.** The Parties warrant and represent that they have not made any assignment or transfer of any contract, right, claim, demand, cause of action, or other matter covered by the releases set forth herein.

15. **Right to Enforce This Agreement.** Notwithstanding any provision set forth in this Settlement Agreement, the Parties to this Settlement Agreement retain the right to enforce this Settlement Agreement.

16. **Drafting.** This Settlement Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Settlement Agreement, such ambiguity is not to be construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

17. **Captions.** The captions or headings of the sections in this Settlement Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Settlement Agreement.

18. **Scope of Promises, Representations, and Inducements.** Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Settlement Agreement and that the releases above in this Settlement Agreement are executed without reliance on any statements or any representations not contained herein. Each of the Parties knowingly waives:

- a. Any claim that this Settlement Agreement was induced by any misrepresentation or nondisclosure, and
- b. Any right to rescind or void this Settlement Agreement based upon presently existing facts, known or unknown.

19. **Survival.** The provisions of this Settlement Agreement, including without limitation to, the representations, warranties, covenants and releases made herein shall survive the execution of this Settlement Agreement and the performances by the Parties of their respective obligations under this Settlement Agreement.


20. **Successors and Assigns.** This Settlement Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

21. **Modifications.** No part or provision of this Settlement Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Settlement Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Settlement Agreement.

22. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

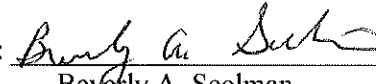
IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement and Release effective on the last date set forth below.

**JAMES M. SEELMAN**

By:   
James M. Seelman

Date of Signature: 3/17/2022

**BEVERLY A. SEELMAN**

By:   
Beverly A. Seelman

Date of Signature: 3/17/2022

**THE CITY OF NORTH LIBERTY, IOWA**

By: \_\_\_\_\_  
Chris Hoffman, Mayor

Date of Signature: \_\_\_\_\_

**Resolution No. 2022-26**

**A RESOLUTION APPROVING THE SETTLEMENT AGREEMENT AND RELEASE BETWEEN THE CITY OF NORTH LIBERTY AND JAMES M. SEELMAN AND BEVERLY A. SEELMAN**

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

**WHEREAS**, the City contracted with Boomerang Corp for the SW Growth Area Water and Sanitary Sewer Utility Expansion Project;

**WHEREAS**, Boomerang Corp. damaged a fence owned by the Seelmans;

**WHEREAS**, the City of North Liberty negotiated a settlement agreement with the Seelmans; and

**WHEREAS**, it is the parties' desire to agree and establish, in writing, their understanding as in the attached agreement and release.

**NOW, THEREFORE, BE IT RESOLVED** that the Settlement Agreement and Release between the City of North Liberty and James M. Seelman and Beverly A. Seelman is approved.

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

**APPROVED AND ADOPTED** this 22nd day of March, 2022.

**CITY OF NORTH LIBERTY:**

---

CHRIS HOFFMAN, 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



# **Commercial Drive Extension**

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the Estate of William Simmons (“the Owner”) and the City of North Liberty, Iowa (“North Liberty”).

### RECITALS

WHEREAS, the Owner holds title to the real property situated at 460 W. Zeller Street and 470 W. Zeller Street, North Liberty, Johnson County, Iowa legally described as follows:

Commencing at a point on the south line of Section 12, Township 80 North, Range 7 West of the 5<sup>th</sup> P.M., which point is 884.2 feet west of the west line of the right of way of the Cedar Rapids-Iowa City Railway and Light Company, thence west along the south line of Section 12, 100 feet, thence north 140 feet, thence east 100 feet, thence south 140 feet to the place of beginning;

and

Beginning at a point on the south line of Section 12, in Township 80 North, Range 7 West of the 5<sup>th</sup> P.M. which point is 984.2 feet west of the west line of the right of way of the Cedar Rapids and Iowa City Railway and Light Company, thence west along the south line of said Section 12, 60 feet, thence north 140 feet, thence east 60 feet, thence south 140 feet to the place of beginning.

(“the Property”); and

WHEREAS, North Liberty is in the process of acquiring the Property pursuant to the exercise of its power of eminent domain; and

WHEREAS, the Owner and North Liberty have arrived at a mutually acceptable resolution of the acquisition of the Owner’s interest in the Property; and

WHEREAS, the Owner and North Liberty wish to memorialize their agreement in writing.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. The above recitals are true and correct.
2. North Liberty agrees to pay the Owner One Hundred Fifty-Seven Thousand Eight Hundred Dollars (\$157,800) for its interest in the Property. All payments shall be made to the Meardon, Sueppel & Downer P.L.C Trust Account. The parties agree that the sum of One Hundred Fifty-Seven Thousand Eight Hundred Dollars (\$157,800) represents all acquisition payments related to the Owner's interest.
3. The Owner agrees to execute a Warranty Deed transferring interest substantially in the form of Exhibit A attached.
4. This Agreement is negotiated under threat of condemnation.
5. The Owner voluntarily waives the right, if any, to further appraisals, relocation assistance, preferences under Iowa law related to the Property or other compensation based on the above-mentioned acquisitions.
6. This Agreement constitutes the entire understanding among the parties hereto and shall not be altered, amended or modified unless done so in writing. In the event any party hereto must commence an action to enforce any obligation hereunder, the prevailing party shall be entitled to recover all costs associated therewith, including reasonable attorney fees. This Agreement shall be binding on the heirs, successors and assigns of the parties hereto.

[signature pages follow]

ESTATE OF WILLIAM SIMMONS

By \_\_\_\_\_

By \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of March, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that he/she is the co-executor of the Estate of William Simmons, executing the within and foregoing instrument; and acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the Estate, by it and by him/her voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said State

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of March, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that he/she is the co-executor of the Estate of William Simmons, executing the within and foregoing instrument; and acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the Estate, by it and by him/her voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said State

CITY OF NORTH LIBERTY, IOWA

By \_\_\_\_\_  
Chris Hoffman, Mayor

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

STATE OF IOWA                    )  
  )  
COUNTY OF JOHNSON        )       ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Chris Hoffman and Tracey Mulcahey, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. \_\_\_\_\_ passed by the City Council, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, and that Chris Hoffman 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 voluntarily executed.

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



## **Exhibit A**

460 W. Zeller Street and 470 W. Zeller Street, North Liberty, Iowa

Commencing at a point on the south line of Section 12, Township 80 North, Range 7 West of the 5<sup>th</sup> P.M., which point is 884.2 feet west of the west line of the right of way of the Cedar Rapids-Iowa City Railway and Light Company, thence west along the south line of Section 12, 100 feet, thence north 140 feet, thence east 100 feet, thence south 140 feet to the place of beginning;

and

Beginning at a point on the south line of Section 12, in Township 80 North, Range 7 West of the 5<sup>th</sup> P.M. which point is 984.2 feet west of the west line of the right of way of the Cedar Rapids and Iowa City Railway and Light Company, thence west along the south line of said Section 12, 60 feet, thence north 140 feet, thence east 60 feet, thence south 140 feet to the place of beginning.

**Prepared by and Return to:** Grant D. Lientz, City of North Liberty, PO Box 77, North Liberty, IA 52317 (319) 626-5767  
**Address Tax Statement:** City of North Liberty, Iowa, PO Box 77, North Liberty, IA 52317

### **WARRANTY DEED**

For the consideration of One Dollar(s) and other valuable consideration, the Estate of William R. Simmons, does hereby convey to the City of North Liberty, Iowa, a municipal corporation, for right-of-way purposes, the following described real estate in Johnson County, Iowa:

Commencing at a point on the south line of Section 12, Township 80 North, Range 7 West of the 5<sup>th</sup> P.M., which point is 884.2 feet west of the west line of the right of way of the Cedar Rapids-Iowa City Railway and Light Company, thence west along the south line of Section 12, 100 feet, thence north 140 feet, thence east 100 feet, thence south 140 feet to the place of beginning;

and

Beginning at a point on the south line of Section 12, in Township 80 North, Range 7 West of the 5<sup>th</sup> P.M. which point is 984.2 feet west of the west line of the right of way of the Cedar Rapids and Iowa City Railway and Light Company, thence west along the south line of said Section 12, 60 feet, thence north 140 feet, thence east 60 feet, thence south 140 feet to the place of beginning.

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

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Pamela Sue VandeVoort  
on behalf of the Estate of William R. Simmons

Dated: \_\_\_\_\_

\_\_\_\_\_  
Lynda Kaye Pierce  
on behalf of the Estate of William R. Simmons

STATE OF IOWA, \_\_\_\_\_ COUNTY: ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, personally appeared Pamela Sue VandeVoort, to me known to be the persons named in and who executed the foregoing instrument in her capacity as co-executor for the Estate of William R. Simmons, and acknowledged that she executed the same as her voluntary act and deed.

\_\_\_\_\_  
Notary Public in and for said State

STATE OF MICHIGAN, \_\_\_\_\_ COUNTY: ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, personally appeared Lynda K. Simmons-Pierce, to me known to be the person named in and who executed the foregoing instrument in her capacity as co-executor for the Estate of William R. Simmons, and acknowledged that she executed the same as her voluntary act and deed.

\_\_\_\_\_  
Notary Public in and for said State

**Resolution No. 2022-27**

**A RESOLUTION APPROVING THE SETTLEMENT  
AGREEMENT AND ACCEPTING THE WARRANTY DEED  
BETWEEN THE CITY OF NORTH LIBERTY AND THE ESTATE  
OF WILLIAM SIMMONS**

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

**WHEREAS**, the City of North Liberty is planning for the extension of Commercial Drive;

**WHEREAS**, the property owned by the Estate of William Simmons is necessary for the extension;

**WHEREAS**, the City of North Liberty negotiated a settlement agreement with the Estate of William Simmons; and

**WHEREAS**, it is the parties' desire to agree and establish, in writing, their understanding as in the attached agreement and Warranty Deed.

**NOW, THEREFORE, BE IT RESOLVED** that the Settlement Agreement and Warranty Deed between the City of North Liberty and The Estate of William Simmons is approved and accepted.

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

**APPROVED AND ADOPTED** this 22nd day of March, 2022.

**CITY OF NORTH LIBERTY:**

---

CHRIS HOFFMAN, 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



**Solomon Holdings, LLC**

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

### **STORM SEWER AND DRAINAGE EASEMENT**

For the sum of one dollar plus other valuable consideration, the receipt of which is hereby acknowledged, the undersigned owner (hereinafter "Owner") grants the City of North Liberty, Iowa (the "City") a perpetual easement upon, over, under, along and across the areas designated as "Permanent Drainage Easement #1" and "Permanent Drainage Easement #2" and legally described on the attached Exhibit A (together, the "Easement Areas").

The City shall have the right to excavate, install, replace, maintain and use such water lines, pipes, mains, and conduits as the City shall from time to time elect for conveying water, and such drainageway storm sewer lines and storm water drainage culverts as the City shall from time to time elect for conveying storm water, and all necessary appliances and fittings for use in connection with said lines, together with adequate protection thereof, and also a right-of-way with right of ingress and egress thereto, over and across the Easement Areas.

The City shall also have the following rights in connection with the above:

1. The right of grading said Easement Areas for the full width thereof, and the right to extend the cuts and fills for such grading into and on said land alongside and outside of said Easement Areas, to such extent as the City may find reasonably necessary.
2. The right from time to time to trim, cut down and clear away all trees and brush on the said Easement Areas, and on either side of said Easement Areas which now or hereafter in the opinion of the City may be a hazard to said areas or may interfere with the exercise of the City's rights hereunder in any manner.

The Owner may use said Easement Areas for purpose which will not interfere with the City's full enjoyment of its rights granted herein; provided that the Owner shall not erect or construct any building, fence, retaining wall or other structure, plant any trees, or construct any reservoirs or other obstruction on said Easement Areas, or diminish or substantially add to the ground cover over said Easement Area. Owner may place trees and/or fences in the Easement Areas upon the written approval of the City. However, fences or trees placed in the Easement Areas, with or without City approval, may be removed by the City without obligation, compensation, or replacement.

The owner hereby covenants that they are lawfully seized and possessed of the real estate above described, and that they have good and lawful right to convey it or any part thereof.

The provisions of this Agreement shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall be deemed to apply to and run with the title to the land.

[Signature page to follow]

SOLOMON HOLDINGS, LLC

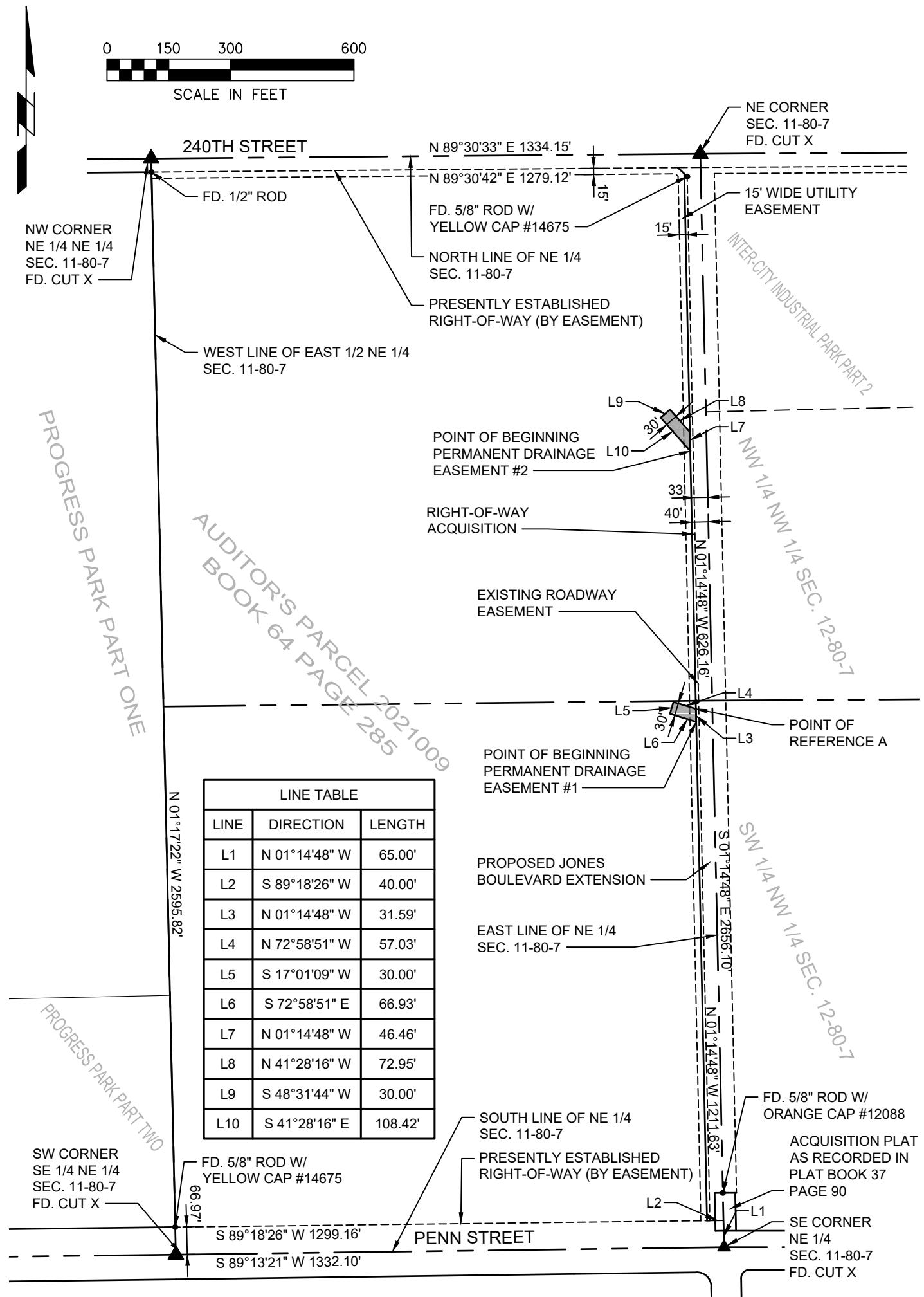
By:  Brandon Pratt (Mar 17, 2022 17:39 EDT)  
Brandon Pratt, Member and Manager

STATE OF IOWA                    )  
  ) ss:  
COUNTY OF JOHNSON         )

This instrument was acknowledged before me on this \_\_\_\_ day of March, 2022, By  
Brandon Pratt, as Member and Manager of Solomon Holdings, LLC.



EASEMENT EXHIBIT  
PERMANENT DRAINAGE EASEMENT  
A PART OF AUDITOR'S PARCEL 2021009  
NORTH LIBERTY, JOHNSON COUNTY, IOWA



EASEMENT EXHIBIT  
PERMANENT DRAINAGE EASEMENT  
A PART OF AUDITOR'S PARCEL 2021009  
NORTH LIBERTY, JOHNSON COUNTY, IOWA

DESCRIPTION  
PERMANENT DRAINAGE EASEMENT #1

A 30 feet wide permanent drainage easement on that part of Auditor's Parcel 2021009 (Plat of Survey recorded in Plat Book 64 Page 285 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa described as follows:

Commencing as a point of reference at the Southeast Corner of the Northeast Quarter of Section 11, Township 80 North, Range 7 West of the 5th. P.M., North Liberty, Johnson County, Iowa;

thence North 1°14'48" West 65.00 feet along the east line of said Northeast Quarter (assumed bearing for this description only);

thence South 89°18'26" West 40.00 feet to a point of intersection with the proposed westerly right-of-way line of Jones Boulevard;

thence North 1°14'48" East 1211.63 feet along a line parallel with and 40.00 feet in perpendicular distance to the east line of said Northeast Quarter to the point of beginning of Drainage Easement #1;

thence continuing North 1°14'48" West 31.59 feet along a line parallel with and 40.00 feet in perpendicular distance to said east line to Point of Reference A;

thence North 72°58'51" West 57.03 feet;

thence South 17°01'09" West 30.00 feet;

thence South 72°58'51" East 66.93 feet to the point of beginning and containing 1860 square feet more or less.

DESCRIPTION  
PERMANENT DRAINAGE EASEMENT #2

A 30 feet wide permanent drainage easement on that part of Auditor's Parcel 2021009 (Plat of Survey recorded in Plat Book 64 Page 285 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa described as follows:

Commencing at Point of Reference A as described in the Drainage Easement #1 description;

thence North 1°14'48" West 626.16 feet along a line parallel with and 40.00 feet in perpendicular distance to the east line said Northeast Quarter (assumed bearing for this description only) to the point of beginning of Drainage Easement #2;

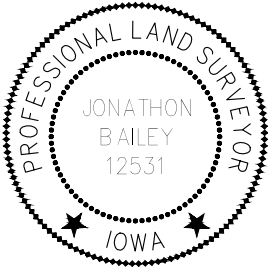
thence continuing North 1°14'48" West 46.46 feet along a line parallel with and 40.00 feet in perpendicular distance to the east line of said Northeast Quarter;

thence North 41°28'16" West 72.95 feet;

thence South 48°31'44" West 30.00 feet;

thence South 41°28'16" East 108.42 feet to the point of beginning of Drainage Easement #2 and containing 2720 square feet more or less.

ONLY THESE COPIES OF THIS DOCUMENT SIGNED AND DATED IN CONTRASTING INK COLOR ARE TO BE CONSIDERED CERTIFIED OFFICIAL COPIES PER IOWA ADMINISTRATION CODE 193C-6.1(5)



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: \_\_\_\_\_  
NAME: **JONATHON BAILEY**  
DATE: \_\_\_\_\_ LICENSE NUMBER: **12531**  
MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2022  
PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: **1 of 2, 2 of 2**

**SHIVEHATTERY**  
ARCHITECTURE + ENGINEERING

2839 Northgate Drive | Iowa City, Iowa 52245  
319.354.3040 | www.shive-hattery.com  
Iowa | Illinois | Indiana Illinois Firm Number: 184-000214

DRAINAGE EASEMENT EXHIBIT  
A PART OF AUDITOR'S PARCEL 2021009  
NORTH LIBERTY, JOHNSON COUNTY, IOWA

DATE	2/22/2022	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	--
APPROVED	JSB	REVISION	

PROJECT NO.  
121985-0

SHEET NO.

2 of 2

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

## **UNDERGROUND UTILITY EASEMENT**

For the sum of one dollar plus other valuable consideration, the receipt of which is hereby acknowledged, the undersigned owner (hereinafter "Grantor") grants MidAmerican Energy Co., Mediacom, Linn County R.E.C., South Slope Cooperative Telephone Co, City of North Liberty, Iowa and their successors (hereinafter collectively "Grantees") a perpetual easement upon, over, under, along and across the area designated as "15' Wide Permanent Utility Easement" and legally described on the attached Exhibit A.

The Grantees of this easement shall have the right to install, lay, construct, reconstruct, renew, operate, maintain and remove conduits, cables, pipes, electric lines below the surface of the ground, and other equipment or appurtenances above the surface of the ground as may be necessary for the purpose of providing electricity, gas, communication, water and sewer service; the right to trim, cut down and remove such trees, brush, saplings and bushes as may interfere with the proper construction, maintenance, operation or removal of said facilities, equipment and appurtenances; and the right of ingress and egress for all of the purposes aforesaid. Grantees shall promptly backfill any trench made by them, and repair any damages caused by them within the easement areas.

Grantor, its successors in interest and assigns, reserves the right to use said easement areas for purposes which will not interfere with the Grantees' full enjoyment of rights hereby granted; provided that Grantor shall not erect or construct any reservoir, retaining wall or other obstruction on said areas, or diminish or substantially add to the ground cover over said easement areas.

No permanent dwellings or trees shall be placed on the areas so designated for utility easement but, with advance written authorization from the Grantees' representatives, the same may be used for gardens, shrubs, minor landscaping and other purposes that do not then or later interfere with the aforesaid uses or the rights herein granted. Grantees' rights, however, include the right to remove and/or clear away any such gardens, shrubs, minor landscaping, bushes and plantings within the easement area without compensation to Grantor or its successors in interest.

[Signature page to follow]

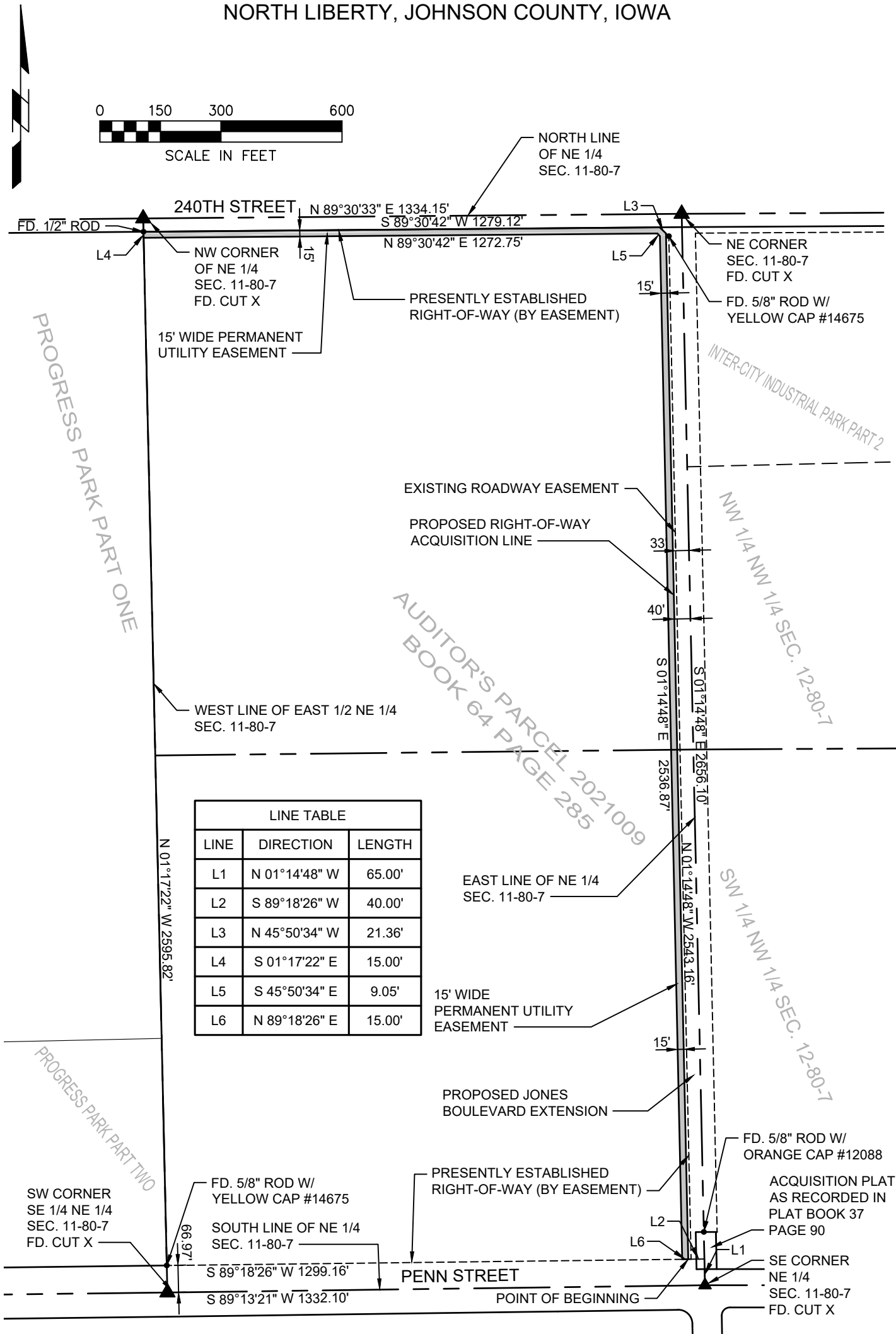
SOLOMON HOLDINGS, LLC

By:  Brandon Pratt (Mar 17, 2022 17:39 EDT)  
Brandon Pratt, Member and Manager

STATE OF IOWA                    )  
  ) ss:  
COUNTY OF JOHNSON         )

This instrument was acknowledged before me on this \_\_\_\_ day of March, 2022, By  
Brandon Pratt, as Member and Manager of Solomon Holdings, LLC.

EASEMENT EXHIBIT  
PERMANENT UTILITY EASEMENT  
A PART OF AUDITOR'S PARCEL 2021009  
NORTH LIBERTY, JOHNSON COUNTY, IOWA



SHIVE-HATTERY

ARCHITECTURE+ENGINEERING

2839 Northgate Drive | Iowa City, Iowa 52245

319.354.3040 | www.shive-hattery.com

Iowa | Illinois | Indiana

ILLINOIS FIRM NUMBER: 184-000214

UTILITY EASEMENT EXHIBIT			
A PART OF AUDITOR'S PARCEL 2021009			
NORTH LIBERTY, JOHNSON COUNTY, IOWA			
DATE	2/22/2022	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	--
APPROVED	JSB	REVISION	

PROJECT NO.  
121985-0

SHEET NO.  
1 of 2

EASEMENT EXHIBIT  
PERMANENT UTILITY EASEMENT  
A PART OF AUDITOR'S PARCEL 2021009  
NORTH LIBERTY, JOHNSON COUNTY, IOWA

DESCRIPTION

A 15 feet wide permanent utility easement on that part of Auditor's Parcel 2021009 (Plat of Survey recorded in Plat Book 64 Page 285 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa described as follows:

Commencing as a point of reference at the Southeast Corner of the Northeast Quarter of Section 11, Township 80 North, Range 7 West of the 5th P.M.;

thence North 1°14'48" West 65.00 feet along the east line of said Northeast Quarter (assumed bearing for this description only);

thence South 89°18'26"" West 40.00 feet to the point of beginning;

thence North 1°14'48" West 2543.16 feet along a line parallel with and 40.00 feet in perpendicular distance to the east line of said Northeast Quarter;

thence North 45°50'34" West 21.36 feet to a point of intersection with the southerly right-of-way line of 240th Street;

thence South 89°30'42" West 1279.12 feet to a point of intersection with the west line of the Northeast Quarter of the Northeast Quarter of said Section 11;

thence South 1°17'22" East 15.00 feet along said west line;

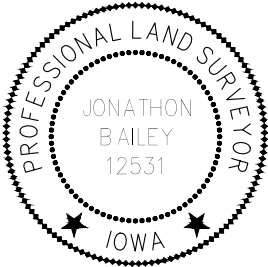
thence North 89°30'42" East 1272.15 feet;

thence South 45°50'34" East 9.05 feet;

thence South 1°14'48" East 2536.87 feet to a point of intersection with the northerly right-of-way line of Penn Street;

thence North 89°18'26" East 15.00 feet along the northerly right-of-way line of Penn Street to the point of beginning and containing 1.32 acres more or less.

ONLY THESE COPIES OF THIS DOCUMENT SIGNED AND DATED IN CONTRASTING INK COLOR ARE TO BE CONSIDERED CERTIFIED OFFICIAL COPIES PER IOWA ADMINISTRATION CODE 193C-6.1(5)



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: \_\_\_\_\_

NAME: **JONATHON BAILEY**

DATE: \_\_\_\_\_ LICENSE NUMBER: **12531**

MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2022

PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: **1 of 2, 2 of 2**

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Iowa | Illinois | Indiana Illinois Firm Number: 184-000214

UTILITY EASEMENT EXHIBIT  
A PART OF AUDITOR'S PARCEL 2021009  
NORTH LIBERTY, JOHNSON COUNTY, IOWA

DATE	2/22/2022	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	--
APPROVED	JSB	REVISION	

PROJECT NO.  
121985-0

SHEET NO.

2 of 2

**Prepared by and Return to:** Grant D. Lientz, City of North Liberty, PO Box 77, North Liberty, IA 52317 (319) 626-5767  
**Address Tax Statement:** City of North Liberty, Iowa, PO Box 77, North Liberty, IA 52317

### **WARRANTY DEED**

For the consideration of One Dollar(s) and other valuable consideration, Solomon Holdings, LLC, does hereby convey to the City of North Liberty, Iowa, a municipal corporation, for right-of-way purposes, the following described real estate in Johnson County, Iowa:

See attached Exhibit A.

This deed is exempt from real estate transfer tax in accordance with Iowa Code § 428A.2(6).

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

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

Dated: Mar 17, 2022

  
Brandon Pratt (Mar 17, 2022 17:39 EDT)

Brandon Pratt, Manager  
Solomon Holdings, LLC

STATE OF IOWA, JOHNSON COUNTY: ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Brandon Pratt, to me personally known, who, being by me duly sworn, did say that he is the Manager of Solomon Holdings LLC, an Iowa Limited Liability Company, and that the instrument was signed on behalf of the company by the authority of its members, and that Brandon Pratt acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the company, by it

and by him voluntarily executed.

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Notary Public in and for the State of Iowa



# EXHIBIT A

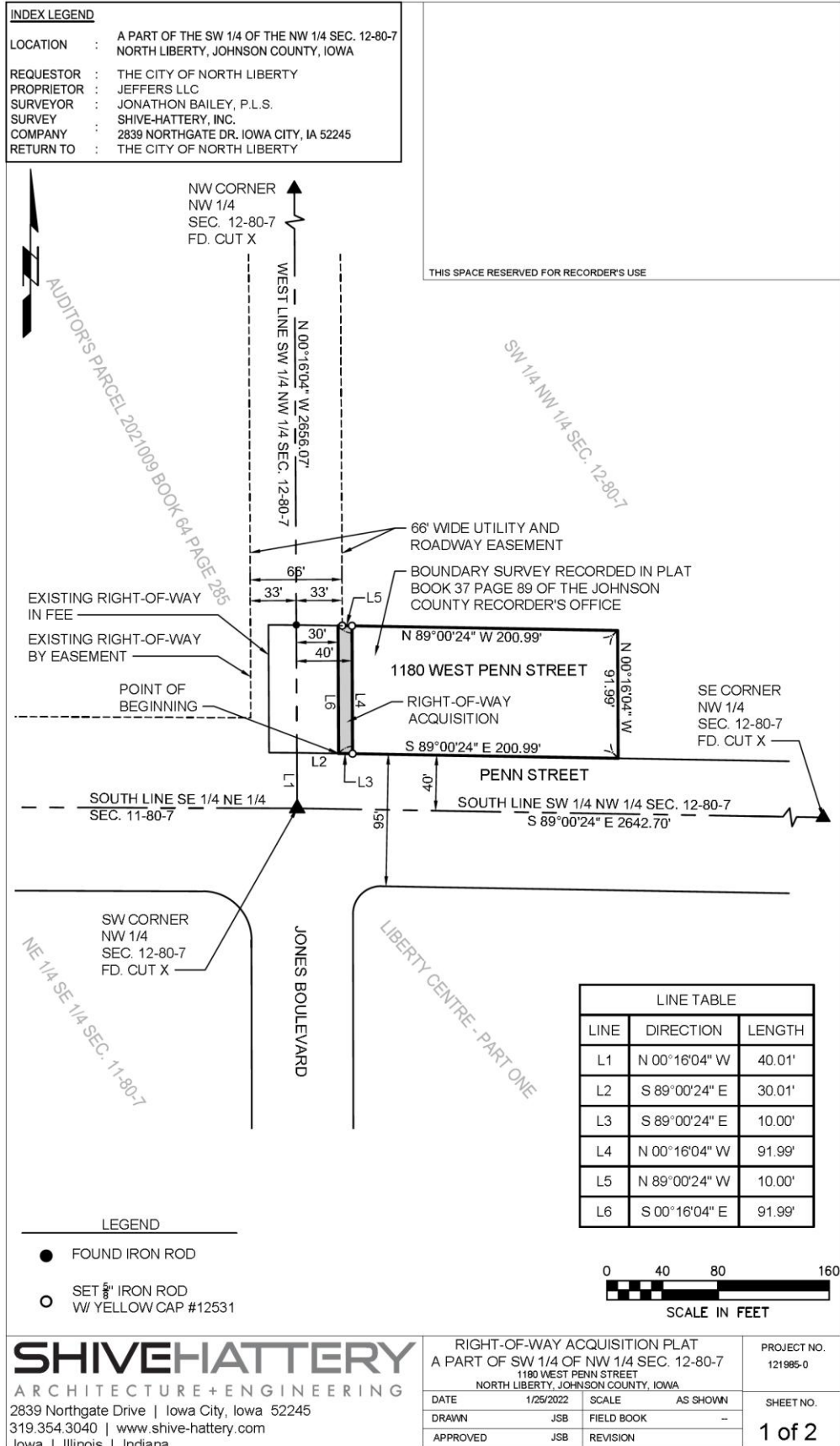


EXHIBIT A

**RIGHT-OF-WAY ACQUISITION PLAT**  
A PART OF THE SW 1/4 OF THE NW 1/4 SECTION 12-80-7  
NORTH LIBERTY, JOHNSON COUNTY, IOWA

DESCRIPTION

That part of the Southwest Quarter of the Northwest Quarter of Section 12, Township 80 North, Range 7 West of the 5th P.M., North Liberty, Johnson County, Iowa described as follows:

Commencing as a point of reference at the Southwest corner of said Southwest Quarter

thence North 0°16'04" West 40.01 feet along the west line of said Southwest Quarter (assumed bearing for this description only);

thence South 89°00'24" East 30.01 feet to a point of intersection with the easterly right-of-way line of Jones Boulevard said point being the point of beginning;


thence continuing South 89°00'24" East 10.00 feet along the northerly right-of-way line of Penn Street;

thence North 0°16'04" West 91.99 feet;

thence North 89°00'24" West 10.00 feet to a point of intersection with the existing right-of-way of said Jones Boulevard;

thence South 0°16'04" East 91.99 feet along said existing right-of-way to the point of beginning and containing 920 square feet more or less.

ONLY THESE COPIES OF THIS DOCUMENT SIGNED AND DATED IN CONTRASTING INK COLOR ARE  
TO BE CONSIDERED CERTIFIED OFFICIAL COPIES PER IOWA ADMINISTRATION CODE 193C-6.1(5)

	I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.	
	SIGNATURE: _____	
	NAME: <b>JONATHON BAILEY</b>	
	DATE: _____	LICENSE NUMBER: <b>12531</b>
	MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2022	
PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: <b>1 of 2, 2 of 2</b>		

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RIGHT-OF-WAY ACQUISITION PLAT A PART OF SW 1/4 OF NW 1/4 SEC. 12-80-7 1180 WEST PENN STREET NORTH LIBERTY, JOHNSON COUNTY, IOWA			PROJECT NO. 121985-0
DATE 1/25/2022	SCALE AS SHOWN	SHEET NO. 2 of 2	
DRAWN JSB	FIELD BOOK --		
APPROVED JSB	REVISION		

**Resolution No. 2022-28**

**A RESOLUTION APPROVING THE EASEMENT AGREEMENTS  
AND ACCEPTING THE WARRANTY DEED BETWEEN THE CITY  
OF NORTH LIBERTY AND SOLOMON HOLDINGS, LLC**

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

**WHEREAS**, Solomon Holdings is developing property adjacent to Penn Street, 240<sup>th</sup> Street and the Jones Boulevard extension;

**WHEREAS**, the City needs right-of-way and easements to provide streets and utility services to the subdivision;

**WHEREAS**, utility providers need access to install the necessary utilities; and

**WHEREAS**, it is the parties' desire to agree and establish, in writing, their understanding as in the attached agreements and Warranty Deed.

**NOW, THEREFORE, BE IT RESOLVED** that the Easement Agreements and Warranty Deed between the City of North Liberty and Solomon Holdings, LLC is approved and accepted.

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

**APPROVED AND ADOPTED** this 22nd day of March, 2022.

**CITY OF NORTH LIBERTY:**

---

CHRIS HOFFMAN, 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



To **City of North Liberty Planning Commission**  
From **Ryan Rusnak, AICP**  
Date **February 25, 2022**  
Re **Request of Solomon Holdings, LLC for a zoning map amendment (rezoning) on approximately 71.48 acres from ID Interim Development District to RS-9 Single-Unit Residence District, RM-21 Multiple-Unit Residence District and C-2-A Highway Commercial District. The property is located on the north side of West Penn Street west of North Jones Boulevard as extended northerly from West Penn Street to 240<sup>th</sup> Street.**

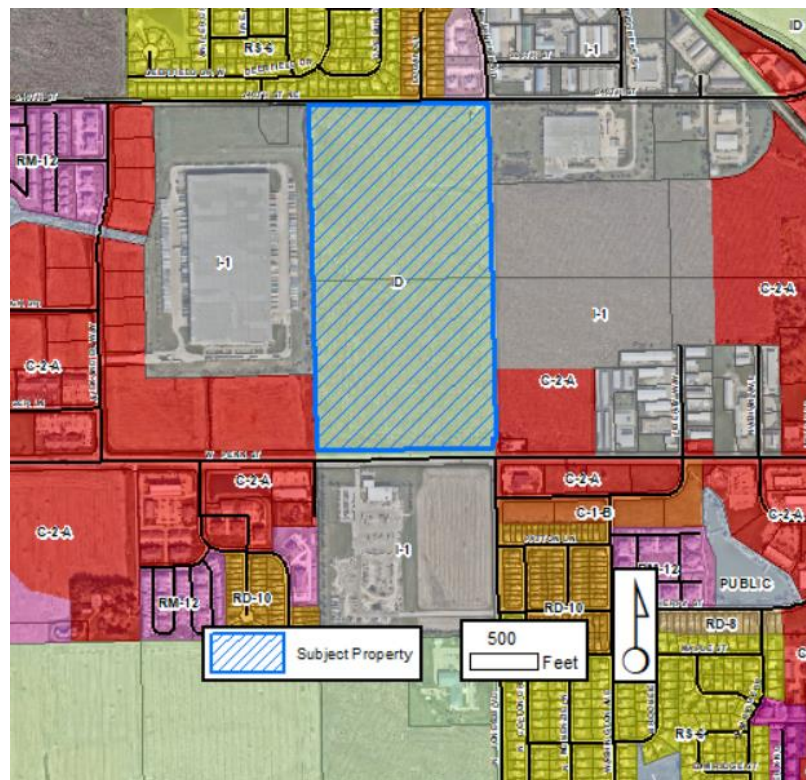
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North Liberty City staff has reviewed the subject submission, and offer comments presented in this memo. The staff review team includes the following personnel:

Ryan Heiar, City Administrator  
Tracey Mulcahey, Assistant City Administrator  
Grant Lientz, City Attorney  
Tom Palmer, City Building Official  
Kevin Trom, City Engineer  
Ryan Rusnak, Planning Director

### 1. Current Zoning:

The property is currently zoned ID Interim Development District.



## 2. Proposed Zoning:

The applicant is requesting a rezoning to RS-9 Single-Unit Residence District on 34.56 acres, RM-21 Multiple-Unit Residence District on 26.85 acres and C-2-A Highway Commercial District on 24.87 acres

The RS-9 District is intended to provide for and maintain high-density single-unit residential neighborhoods. Limited non-residential uses that are compatible with the surrounding residential neighborhoods may be permitted in the RS-9 District.

RM-21 Multi-Unit Residence District. The RM-21 District is intended to provide and maintain high-density, multiple-unit housing residential neighborhoods. Limited non-residential uses that are compatible with the surrounding residential neighborhoods may be permitted in the RM-21 District.

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

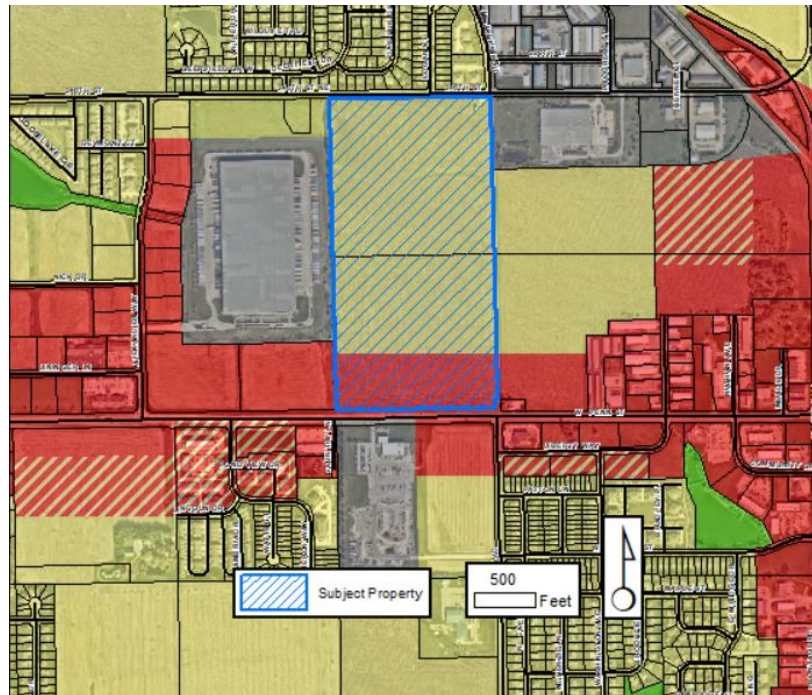
The northeast portion of the property (6 acres) would remain as ID Interim Development as there are no imminent development plans.



Preliminary concept plan with the location of proposed zoning districts.



### 3. Comprehensive Plan Future Land Use Map Designation: Residential and Commercial.



The North Liberty Comprehensive Plan articulates the following regarding residential uses:

The plan promotes the development of a diversified housing stock that is affordable to a wide range of incomes. Even though general planning goals include limiting residential uses along arterials and in some cases even collector streets, the miles of such frontages within the City make strict adherence to those goals impractical, and landscape buffers, limited access, and smart neighborhood street layouts are utilized to minimize traffic impacts. Higher density residential development is considered to be somewhat of a transitional buffer between office/commercial development and lower density residential neighborhoods, in part because it is practical to locate the greater numbers of residents found in the higher density developments closer to the commercial services they need.

The North Liberty Comprehensive Plan articulates the following regarding commercial uses:

The highest densities of more locally-oriented commercial uses are generally planned along Penn Street and along Highway 965. Interstate-related large scale office and mixed-use developments are planned for the Kansas Avenue corridor, especially between Kansas and I-380 and near the planned Forevergreen Road interchange. High visibility from the I-380 corridor presents an excellent opportunity to introduce high-quality office and commercial uses in this “front door” area that may serve both the external demand associated with the I-380 proximity and access and the internal demand generated by substantial recent and planned residential development in the area.

### Relevant Comprehensive Plan Policies Related to Land Use:

- Establish and maintain an advantageous property tax situation and pursue a strengthened and sound tax base through a diversification of land uses, including commercial and industrial development, as well as a variety of residential options.
- Support high density and medium density housing in close proximity to commercial and service centers to provide intensity-of-use buffers for low density residential uses.
- Concentrate higher density, apartment-type housing in proximity to areas that offer a wide range of existing supportive services, commercial and recreational facilities.

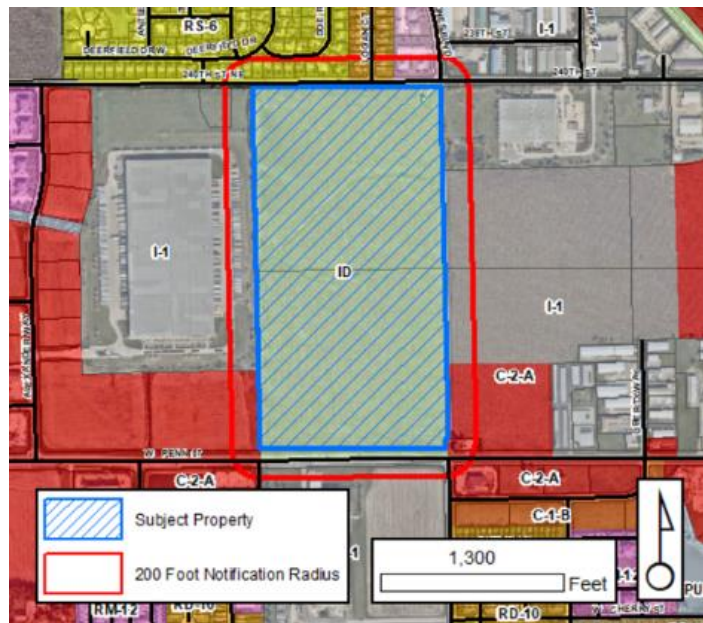
It is staff's opinion that the proposed zoning districts would be consistent with the Future Land Use Map. The Commercial Land Use Designation will need to be adjusted from a depth of 450' to 330'. If approved, staff would propose a "clean-up" Land Use Map amendment at a later date.

### 4. Public Input:

Letters were sent to property owners within 200 feet of the subject property notifying them of the January 27, 2022 good neighbor meeting. The map below shows the notice boundary.

Approximately 15 people attended the meeting and had general questions about the proposed development. The applicant did not request a rezoning at the northeast corner of the property due to the concerns about compatibility and not having a potential end-user at that location. Also, one user of the City's multi-use trail networks expressed a concern over the number of vehicular access points to North Jones Boulevard.

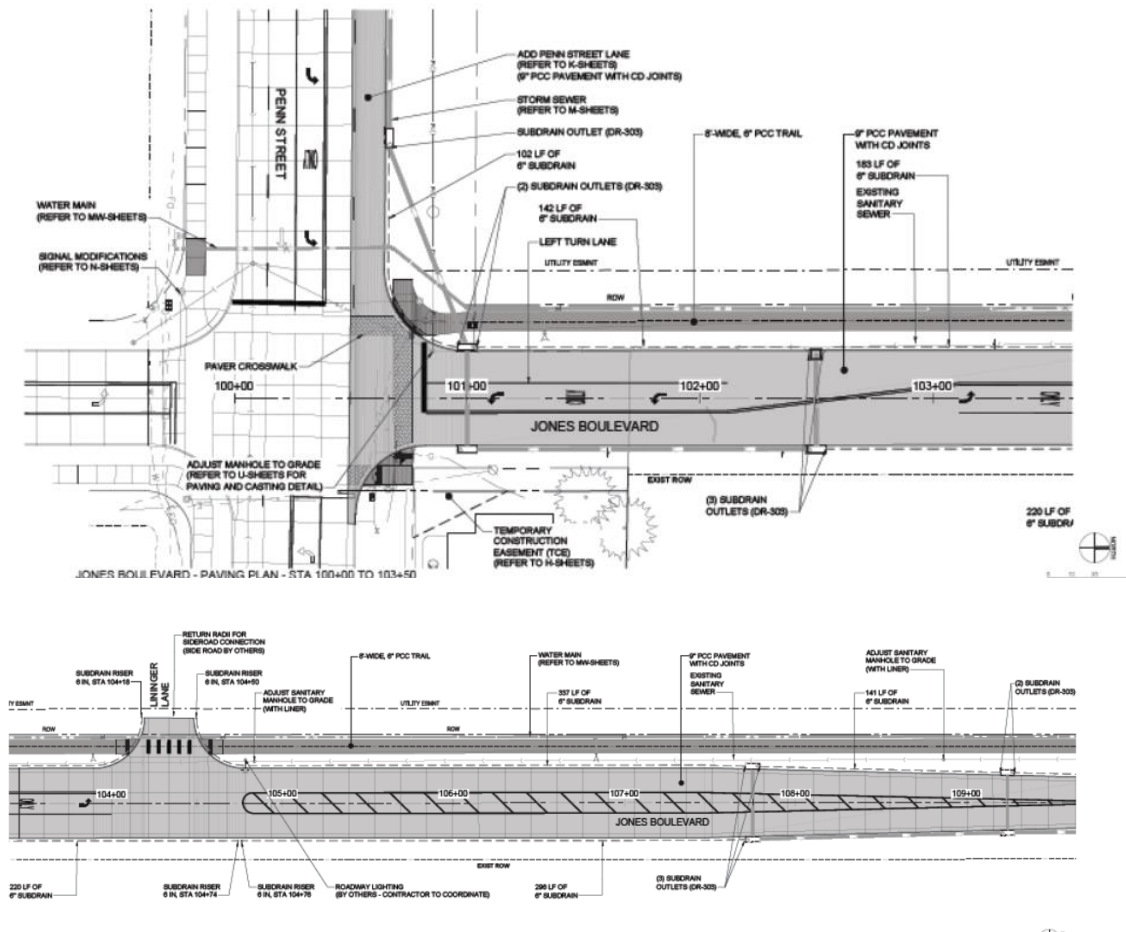
To date, staff has not received any objections to the request.



## 5. Analysis of the Request:

### In General:

Staff has been working with the applicant for approximately two years in regards to developing this property. Now that development of the property is anticipated, the City has authorized the design of North Jones Boulevard. This will be a two-lane urban road with turn lanes onto West Penn Street and the planned street between the commercial and multi-family developments. Westbound West Penn Street will be widened to two full lanes west of the North Jones Boulevard intersection and there will be a left turn onto North Jones Boulevard. Also planned is an 8-foot wide multi-use path along the west side of the street. Overhead utilities in the area of the proposed road and along 240<sup>th</sup> Street would be relocated underground. Construction is anticipated to begin in the spring.



There is a need for park space in the northwest portion of the City. The City had initially hoped to acquire some park space within this development. However, the amount of land available for a park was not adequate for the City's needs. Staff is working with the land owner on the east side of future North Jones Boulevard to acquire 40+ acres for a City park.



**RS-9 Single-Unit Residence District on 34.56 acres:**

The preliminary concept plan depicts 110 single-unit dwelling lots. The RS-9 District allows for 40' wide lots and a lot area of 4,500 square feet. The RS-9 District was created in 2017 to allow for some additional flexibility for development. If approved, this would be the first RS-9 zoned development in the City. The preliminary concept plan depicts 50' wide lots at the north end of the property and 65' wide lots toward the interior. Considering the price of new construction, the applicant is intending to facilitate the availability of more affordable homes.

Initially, the applicant planned for the preliminary plat to be considered at the same meeting as the rezoning. However, staff ask that it be delayed to the April 1, 2022 meeting as technical details are still being worked on. It is anticipated that the preliminary plat will be very similar to the preliminary concept plan.

One concern staff had with smaller lots is that the front elevation can be dominated by front-facing car garages. The large Zoning Code amendment recently reviewed by the Planning Commission and approved by City Council in part addresses this concern. Approved design standards for single-unit dwelling are as follows (underlined text are additional regulations):

- (1) The structure must contain 24 feet of width at its largest dimension.
- (2) The structure must contain a minimum living area of 660 square feet.
- (3) The structure must be located on a frost-protected perimeter foundation.
- (4) Every room within a dwelling unit must be accessible from every other room within the dwelling via a completely internal route within the envelope of the dwelling structure.
- (5) Minimum required masonry on front and corner side yard building elevations is 25%, with the following exceptions:
  - (a) No masonry is required in the RS-7 and RS-8 districts.
  - (b) In lieu of the required masonry on the façade facing the corner side yard, one of the two following options may be selected:
    - (i) Two, two-inch caliper trees planted in the corner side yard. Existing trees of adequate size in the corner side yard may satisfy this requirement.
    - (ii) Architectural relief on the façade facing the corner side yard, such that the wall contains more than two offsets, which may consist of wall corners, bay or bowed windows, or other means approved by the Code Official.
- (6) The front entry must be an integral part of the structure, using features such as porches, raised steps and stoops with roof overhangs, or decorative railings to articulate the front facade.
- (7) A 5% minimum transparency requirement applies to the front facade and is calculated on the basis of the area of the facade below the roofline.
- (8) A dwelling with a front-facing attached three-car garage shall have one of the garages offset one foot from the other garages.

- (9) Front-facing garages shall not exceed 16' or 50% the width of the front building line, whichever is greater. Garage width is measured between the edges of the garage door; in the case of garages designed with multiple garage doors, the distance is measured between the edges of the outermost doors.

**RM-21 Multi-Unit Residence District on 26.85 acres:**

The preliminary concept plan depicts 420 multi-units in nine buildings with surface and garage parking. Staff has been in discussions with a higher-end multi-family developer. Considering the number of units, this would be a phased development. It is anticipated that the preliminary site plan will be considered by the Planning Commission at its April 1, 2022 meeting.



The proposed development would be similar in style to this development in Altoona.



Staff recognizes that the proposed development is on the higher end of residential density for North Liberty. Certainly, this density wouldn't be appropriate in all locations within the City. However, staff advocates that the proposed development would be appropriate for this location. Considering the surrounding zoning districts (I-1 Light Industrial to the west and east, proposed C-2-A Highway Commercial to the south and proposed RS-9 Single-Unit Residence District to the north), the proposed multi-family development would be compatible with the area.

It's worth repeating that one Comprehensive Plan policy is to concentrate higher density, apartment-type housing in proximity to areas that offer a wide range of existing supportive services, commercial and recreational facilities. The proposed development would have direct access to the City's multi-use trail network and would be in close proximity to commercial development, the Liberty Centre Pond and the Community Center.

City design standards for multi-family development are as follows:

- (1) Buildings must be designed with consistent materials and treatments that wrap around all building elevations. There must be a unifying architectural theme for the entire multi-unit development, utilizing a common vocabulary of architectural forms, elements, materials, or colors in the entire structure.
- (2) Building facades must include windows, projected or recessed entrances, overhangs, and other architectural features. Three-dimensional elements, such as balconies and bay windows, are encouraged to provide dimensional elements on a facade.
- (3) Minimum required masonry on front and corner side yard building elevations is 25%,
- (4) A 15% minimum transparency requirement applies to any facade facing a street and is calculated on the basis of the entire area of the facade.

Additionally, garages are not permitted to be located between the building and a public street.

The City is requiring traffic study to provide trip generation and distribution assumptions for the proposed development and to determine what intersection geometric and traffic control improvements would be anticipated to be needed for the various phased construction of the Quarter Moon development. The study will also determine any anticipated impacts to the West Penn Street & North Jones Boulevard intersection based on the traffic generated from the proposed development.

The following is vehicular traffic data collected on February 16, 2022:

West Penn Street & Country Lane (2022 Volumes)

West Approach = 12,200 vehicles/day

East Approach = 12,200 vehicles/day

South Approach = 260 vehicles/day

West Penn Street & North Jones Boulevard (2022 Volumes)

West Approach = 12,300 vehicles/day

East Approach = 10,800 vehicles/day

South Approach = 3,700 vehicles/day

ITE's Trip Generation Manual for mid-rise multi-family is 5.44 average vehicle trips per day per dwelling unit. The proposed development would generate approximately 2,284 vehicle trips per day. This would be spread out over the four access points and throughout the day. It is not anticipated that the proposed development would cause any capacity deficiencies to West Penn Street or North Jones Boulevard.

Recommendations provided in the traffic study will help finalize the forthcoming preliminary plat and preliminary site plan.

**C-2-A Highway Commercial District on 24.87 acres:**

It is staff's opinion that the location of the proposed commercial zoning is in the proper location. The traffic study will provide a recommendation on the driveway access (if allowed) to West Penn Street.

**6. Additional Considerations:**

Below is the residential unit count in North Liberty, which does not include the proposed development.

SFR	2FR	MFR	MFR w/Comm	MH	Total
3224	1598	2896	230	470	8418
38.30%	18.98%	34.40%	2.73%	5.58%	

As part of the Comprehensive Plan update data collection, staff documented the housing construction over the past 11 years:

SFR	2FR	TH	MF	MFR w/Comm	MH	Total
1,127	568	513	602	72	0*	8418
39.88%	20.10%	18.15%	21.30%	2.55%		

\* Not included as there haven't been any manufactured housing park expansions, just replacement units.

It is staff's opinion that the residential unit count data should be further broken down to have townhouses separate from multi-family (apartment style). In that light, staff anticipates the amount of apartment style multi-family units to be relatively low.

## **7. Recommendation:**

### **Findings:**

1. The proposed zonings would be consistent the North Liberty Comprehensive Plan Land Use Plan; and
2. The proposed use and density of the development would be compatible with the area.

Staff recommends the Planning Commission accept the two listed findings and forward the request of Solomon Holdings, LLC for a zoning map amendment (rezoning) 71.48 acres from ID Interim Development District to RS-9 Single-Unit Residence District, RM-21 Multiple-Unit Residence District and C-2-A Highway Commercial District to the City Council with a recommendation for approval subject to the following conditions:

1. That the preliminary plat be approved at the time of the rezoning.
2. The preliminary site plan for the RM-21 portion of the development be approved at the time of the rezoning.

### **Suggested motion:**

I move that the Planning Commission accept the two listed findings and forward the zoning map amendment with the two listed conditions recommended by City staff to the City Council with a recommendation for approval.

**Ordinance No. 2022-06**

**AN ORDINANCE AMENDING CHAPTER 167 OF THE NORTH LIBERTY CODE OF ORDINANCES BY AMENDING THE USE REGULATIONS ON PROPERTY LOCATED ON THE NORTH SIDE OF WEST PENN STREET WEST OF NORTH JONES BOULEVARD AS EXTENDED NORTHERLY FROM WEST PENN STREET TO 240<sup>TH</sup> STREET LOCATED IN NORTH LIBERTY, IOWA TO THOSE SET FORTH IN THE MUNICIPAL CODE FOR THE RS-9 SINGLE-UNIT RESIDENCE DISTRICT, RM-21 MULTIPLE-UNIT RESIDENCE DISTRICT AND C-2-A HIGHWAY COMMERCIAL DISTRICT**

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

**SECTION 1. AMENDMENT.** Chapter 167 of the North Liberty Code of Ordinances (2013) is hereby amended by amending the zoning for 71.48 acres, more or less, of property located on the north side of West Penn Street west of North Jones Boulevard as extended northerly from West Penn Street to 240<sup>th</sup> Street. The property is more particularly described as follows:

- A. ID Interim Development District to RS-9 Single-Unit Residence District on 34.56 acres. The property is more particularly described as follows:

THAT PART OF AUDITOR'S PARCEL 2021009 ACCORDING TO THE PLAT OF SURVEY RECORDED IN BOOK 64, PAGE 285 AT JOHNSON COUNTY RECORDER'S OFFICE, DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE EAST QUARTER CORNER OF SECTION 11, TOWNSHIP 80 NORTH, RANGE 7 WEST OF THE 5<sup>TH</sup> P.M.; THENCE NORTH 89° 34' 14" WEST 20.00 FEET (ASSUMED BEARING FOR THIS DESCRIPTION ONLY) ALONG THE SOUTH LINE OF SAID AUDITOR'S PARCEL; THENCE NORTH 0° 02' 23" WEST 132.00 FEET ALONG A EAST LINE OF SAID AUDITOR'S PARCEL; THENCE SOUTH 89° 22' 53" WEST 20.00 FEET ALONG A LINE OF SAID AUDITOR'S PARCEL; THENCE NORTH 0° 02' 23" WEST 1,186.76 FEET ALONG A EAST LINE OF SAID AUDITOR'S PARCEL TO THE POINT OF BEGINNING; THENCE SOUTH 89° 57' 37" WEST 515.00 FEET; THENCE NORTH 80° 55' 04" WEST 101.46 FEET; THENCE NORTH 68° 08' 49" WEST 51.76 FEET; THENCE SOUTH 18° 07' 42" WEST 88.07 FEET; THENCE SOUTH 83° 29' 06" WEST 646.39 FEET TO THE WEST LINE OF SAID AUDITOR'S PARCEL; THENCE NORTH 00° 04' 56" WEST 1,443.20 FEET ALONG SAID WEST LINE TO THE SOUTH RIGHT-OF-WAY OF 240<sup>TH</sup> STREET; THENCE SOUTH 89° 16' 53" EAST 499.72 FEET ALONG SAID SOUTH RIGHT-OF-WAY OF 240<sup>TH</sup> STREET; THENCE SOUTH 58° 32' 35" EAST 151.33 FEET; THENCE SOUTH 34° 13' 05" EAST 151.44 FEET; THENCE SOUTH 00° 05' 52" WEST 141.00 FEET; THENCE NORTH 89° 58' 00" EAST 100.00 FEET; THENCE SOUTH 00° 02' 00" EAST 130.00 FEET; THENCE NORTH 89° 57' 36" EAST 520.57 FEET TO THE EAST LINE OF SAID AUDITOR'S PARCEL; THENCE SOUTH 00° 02' 23" EAST 840.05 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING AND CONTAINING 34.56 ACRES MORE OR LESS.

- B. ID Interim Development District to RM-21 Multi-Unit Residence District on 26.85 acres. The property is more particularly described as follows:

THAT PART OF AUDITOR'S PARCEL 2021009 ACCORDING TO THE PLAT OF SURVEY RECORDED IN BOOK 64, PAGE 285 AT JOHNSON COUNTY RECORDER'S OFFICE, DESCRIBED AS FOLLOWS: COMMENCING AS A POINT OF REFERENCE AT THE EAST QUARTER CORNER OF SECTION 11, TOWNSHIP 80 NORTH, RANGE 7 WEST OF THE 5TH P.M.; THENCE NORTH 89° 34' 14" WEST 20.00 FEET (ASSUMED BEARING FOR THIS DESCRIPTION ONLY) ALONG THE SOUTH LINE OF SAID AUDITOR'S PARCEL; THENCE NORTH 0° 02' 23" WEST 132.00 FEET ALONG A EAST LINE OF SAID AUDITOR'S PARCEL; THENCE SOUTH 89° 22' 53" WEST 20.00 FEET ALONG A LINE OF SAID AUDITOR'S PARCEL; THENCE NORTH 0° 02' 23" WEST 263.49 FEET ALONG A EAST LINE OF SAID AUDITOR'S PARCEL TO THE POINT OF BEGINNING; THENCE NORTH 89° 30' 05" WEST 1,332.41 FEET TO THE WEST LINE OF SAID AUDITOR'S PARCEL; THENCE NORTH 00° 04' 56" WEST 789.57 FEET ALONG SAID WEST LINE; THENCE NORTH 83° 29' 06" EAST 646.39 FEET; THENCE NORTH 18° 07' 42" EAST 88.07 FEET; THENCE SOUTH 68° 08' 49" EAST 51.76 FEET; THENCE SOUTH 80° 55' 04" EAST 101.46 FEET; THENCE NORTH 89° 57' 37" EAST 515.00 FEET TO THE EAST LINE OF SAID AUDITOR'S PARCEL; THENCE SOUTH 00° 02' 23" EAST 923.27 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING AND CONTAINING 26.85 ACRES MORE OR LESS.

- C. ID Interim Development District to C-2-A Highway Commercial District on 24.87 acres. The property is more particularly described as follows:

THAT PART OF AUDITOR'S PARCEL 2021009 ACCORDING TO THE PLAT OF SURVEY RECORDED IN BOOK 64, PAGE 285 AT JOHNSON COUNTY RECORDER'S OFFICE, DESCRIBED AS FOLLOWS: COMMENCING AS A POINT OF REFERENCE AT THE EAST QUARTER CORNER OF SECTION 11, TOWNSHIP 80 NORTH, RANGE 7 WEST OF THE 5TH P.M.; THENCE NORTH 89° 34' 14" WEST 20.00 FEET (ASSUMED BEARING FOR THIS DESCRIPTION ONLY) ALONG THE SOUTH LINE OF SAID AUDITOR'S PARCEL; THENCE NORTH 0° 02' 23" WEST 65.03 FEET ALONG A EAST LINE OF SAID AUDITOR'S PARCEL TO THE NORTH RIGHT-OF-WAY OF PENN STREET, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 89° 29' 08" WEST 1,312.17 FEET ALONG SAID NORTH RIGHT-OF-WAY OF PENN STREET TO THE WEST LINE OF SAID AUDITOR'S PARCEL; THENCE NORTH 00° 04' 56" WEST 330.05 FEET ALONG SAID WEST LINE; THENCE SOUTH 89° 30' 05" EAST 1,332.41 FEET TO THE EAST LINE OF SAID AUDITOR'S PARCEL; THENCE SOUTH 00° 02' 23" EAST 263.49 FEET ALONG SAID EAST LINE; THENCE NORTH 89° 22' 53" WEST 20.00 FEET ALONG A LINE OF SAID AUDITOR'S PARCEL; THENCE SOUTH 00° 02' 23" EAST 66.97 FEET ALONG A EAST LINE OF SAID AUDITOR'S PARCEL TO THE POINT OF BEGINNING AND CONTAINING 10.07 ACRES MORE OR LESS.

**SECTION 2. CONDITIONS IMPOSED.** At the March 1, 2022 meeting the Planning Commission accepted the two listed findings (1. That the preliminary plat be approved at the time of the rezoning and 2. The preliminary site plan for the RM-21 portion of the

development be approved at the time of rezoning.) and forwards the request for a zoning map amendment to the City Council with a recommendation for approval with no conditions.

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

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

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

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

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

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

First reading on March 8, 2022.

Second reading on \_\_\_\_\_.

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

**CITY OF NORTH LIBERTY:**

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CHRIS HOFFMAN, 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.

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TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. 2022-06 in *The Gazette* on the \_\_\_\_ of \_\_\_\_\_, 2022.

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TRACEY MULCAHEY, CITY CLERK



# **Nicotine Product Free Places**

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

AMENDING CHAPTER 49 OF THE NORTH LIBERTY CODE OF  
ORDINANCES TO PROHIBIT CERTAIN NICOTINE PRODUCTS IN PARKS AND  
ON TRAILS

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

**SECTION 1. AMENDMENT.** Chapter 49.03 of the North Liberty Code of Ordinances is amended to read as follows:

**49.03 DEFINITIONS.**

For the purposes of this chapter:

- ~~1.~~ 1. All definitions set out in Section 142D.2, Code of Iowa are incorporated herein.
2. "Park" means any City-owned property primarily adapted for public recreation, including, but not limited to, any area identified as a park in the City of North Liberty Parks Plan, as adopted by the City Council.
3. "Prohibited Nicotine Product" means all types of tobacco, nicotine, vape, and electronic smoking device products, except nicotine products approved by the Food and Drug Administration for the cessation of nicotine intake.
- ~~1.4.~~ 4. "Trail" means any off-road trail or wide sidewalk dedicated for public use and maintained by the City of North Liberty, measuring 8 feet or wider, including, but not limited to, trails and 8-foot sidewalks identified in the City of North Liberty Trails Network Plan, as adopted by the City Council.
- ~~2.5.~~ 5. "Vapor product" means any noncombustible product, which may or may not contain nicotine, that employs a heating element, power source, electronic circuit, or other electrical, chemical or mechanical means, regardless of shape or size, that can be used to produce vapor from a solution of other substance. "Vapor Product" includes any electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device, and any cartridge or other container of a solution or other substance, which may or may not contain nicotine, that is intended to be used with or in an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe or similar product or device. "Vapor Product" does not include any product regulated as a drug or device by the United States Food and Drug Administration, under Chapter V of the federal Food, Drug and Cosmetic Act.

**SECTION 2. AMENDMENT.** Chapter 49.04 of the North Liberty Code of Ordinances is amended to read as follows:

**49.04 PROHIBITION.**

It shall be unlawful for any person to use any vapor product in any place where ~~cigarettes are smoking is~~ prohibited ~~to be used~~ pursuant to ~~Section Chapter~~ 142D:2 of the Smokefree Air Act, Code of Iowa.

**SECTION 3. NEW SECTION.** Chapter 49.06 of the North Liberty Code of Ordinances is enacted as follows:

**49.06 PARKS AND TRAILS PROTECTED.**

It shall be unlawful for any person to smoke or use any Prohibited Nicotine Product on the grounds of any City park or trail at any time. There shall be no designated areas for the use of Prohibited Nicotine Products on the grounds of any City park or trail.

**SECTION 4. REPEALER.** All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**SECTION 5. 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 6. 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 7. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on \_\_\_\_\_, 2022.

Second reading on \_\_\_\_\_, 2022.

Third and final reading on \_\_\_\_\_, 2022.

CITY OF NORTH LIBERTY:

\_\_\_\_\_  
CHRIS HOFFMAN, 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.

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TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. \_\_\_\_\_ in the North Liberty *Leader* on the \_\_\_\_ day of \_\_\_\_\_, 2022.

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TRACEY MULCAHEY, CITY CLERK

**From:** [Kelly Sittig](#)  
**To:** [City Council](#)  
**Subject:** [EXTERNAL] Tobacco- and nicotine-free parks and trails  
**Date:** Tuesday, February 22, 2022 7:49:36 PM

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

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**Please consider Iowa's Open Meetings laws, and contact other council members by means other than email. Remember to use discretion when receiving emails from outside the City, and to never share personal or business information with an unknown source. Thank you.**

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Hi, Councilors,

Reaching out today to express my support and enthusiasm for a comprehensive tobacco- and nicotine-free policy for our city parks and our trails. As I'm sure you know, [cigarette smoking is the leading cause of preventable death in the U.S.](#) If we also consider the [alarming rates at which young people use e-cigarettes/vape products](#) and the [risks associated](#), it's pretty clear that establishing a *comprehensive* (tobacco- AND nicotine-free for parks AND trails) policy is the right thing to do for North Libertarians.

Thank you so much!

Kelly W. Sittig  
Call or text: 319-321-9390

## ORDINANCE NO. 2022-07

### AMENDING CHAPTER 49 OF THE NORTH LIBERTY CODE OF ORDINANCES TO PROHIBIT CERTAIN NICOTINE PRODUCTS IN PARKS AND ON TRAILS

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

**SECTION 1. AMENDMENT.** Chapter 49.03 of the North Liberty Code of Ordinances is amended to read as follows:

#### **49.03 DEFINITIONS.**

For the purposes of this chapter:

1. All definitions set out in Section 142D.2, Code of Iowa are incorporated herein.
2. "Park" means any City-owned property primarily adapted for public recreation, including, but not limited to, any area identified as a park in the City of North Liberty Parks Plan, as adopted by the City Council.
3. "Prohibited Nicotine Product" means all types of tobacco, nicotine, vape, and electronic smoking device products, except nicotine products approved by the Food and Drug Administration for the cessation of nicotine intake.
4. "Trail" means any off-road trail or wide sidewalk dedicated for public use and maintained by the City of North Liberty, measuring 8 feet or wider, including, but not limited to, trails and 8-foot sidewalks identified in the City of North Liberty Trails Network Plan, as adopted by the City Council.
5. "Vapor product" means any noncombustible product, which may or may not contain nicotine, that employs a heating element, power source, electronic circuit, or other electrical, chemical or mechanical means, regardless of shape or size, that can be used to produce vapor from a solution of other substance. "Vapor Product" includes any electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device, and any cartridge or other container of a solution or other substance, which may or may not contain nicotine, that is intended to be used with or in an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe or similar product or device. "Vapor Product" does not include any product regulated as a drug or device by the United States Food and Drug Administration, under Chapter V of the federal Food, Drug and Cosmetic Act.

**SECTION 2. AMENDMENT.** Chapter 49.04 of the North Liberty Code of Ordinances is amended to read as follows:

**49.04 PROHIBITION.**

It shall be unlawful for any person to use any vapor product in any place where smoking is prohibited pursuant to Chapter 142D of the Smokefree Air Act, Code of Iowa.

**SECTION 3. NEW SECTION.** Chapter 49.06 of the North Liberty Code of Ordinances is enacted as follows:

**49.06 PARKS AND TRAILS PROTECTED.**

It shall be unlawful for any person to smoke or use any Prohibited Nicotine Product on the grounds of any City park or trail at any time. There shall be no designated areas for the use of Prohibited Nicotine Products on the grounds of any City park or trail.

**SECTION 4. REPEALER.** All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**SECTION 5. 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 6. 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 7. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on March 8, 2022.

Second reading on \_\_\_\_\_, 2022.

Third and final reading on \_\_\_\_\_, 2022.

CITY OF NORTH LIBERTY:

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CHRIS HOFFMAN, 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.

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TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. \_\_\_\_\_ in the North Liberty *Leader* on the \_\_\_\_ day of \_\_\_\_\_, 2022.

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TRACEY MULCAHEY, CITY CLERK



## **Additional Information**



To North Liberty Mayor and City Council Members  
CC Ryan Heiar, City Administrator  
From Brian Platz, Fire Chief  
Date March 17<sup>th</sup>, 2022  
Re Fire Department Report to Council – March 2022

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As indicated by our annual report, the department tracks various statistics related to response. As we evaluate our data, we look for ways to adjust in an effort to decrease response times, bolster response numbers, create new ways to coordinate with our neighboring fire agencies, etc. These reflective efforts help us approach the next budget preparation process as well as question certain aspects of how we do things. After a deliberate look at how many paid per call members respond to each call, coupled with the number of times we have a subsequent call for service, we plan to attempt a new program.

After a number of internal meetings and a few external conversations, we are going to explore the idea of a core group of EMS **only** responders. As you all aware, EMS is a significant portion of our calls for service. We believe that there are a number of EMS certified personnel within our community that would be willing to help if they didn't have to also commit to fire suppression duties. As an experimental program, we are going to seek four to six personnel that are at the EMT level or higher. To get started, this group will require minimal training, require limited PPE and it's a pool of community members that we haven't tapped into. In other words, this is a fairly inexpensive attempt to potentially fill some of our gaps.

Some program specifics would include response to EMS, public assists, 2nd out truck on vehicle accidents and rehab at fire scenes. These personnel would not be allowed to respond to fire alarms, any fire situations or investigations. They would be required to give us 24 hours of "on call" each month, reside in town and be a BLS/CPR instructor (to assist with training). Largely, we see these responders assisting during the weekends when part timers are not scheduled or during the weekdays when administrative staff are committed to meetings or other events.

As we start the program, we certainly anticipate some unknowns. As an example, we aren't sure how many people might be interested in such a program. That's the first step which is why we are embarking on a recruitment process to determine that initial answer. Additionally, we continue to be hyper vigilant to avoid any segregation within our department. Please know that we will make every attempt to not let that occur. As a side note, we are not considering a program for personnel to be "fire only".

I've spoken with a number of fire chiefs that have done this with success. Depending how you look at the statistics, between 50-70% of our calls would be categorized in which EMS only members could respond. Additionally, many of our subsequent calls (more than one call at a time) are EMS incidents. Our evaluation period will be six months at which time we will see if it's working well, should be expanded or should be discontinued. We know going into this that the most important aspect is identifying the right people to fill these positions.

I wanted to bring this to your attention to assure you that as we bolster our paid personnel, we are also making attempts to increase our paid per call group.



# North Liberty Fire Department 2022 Monthly/YTD Response Report

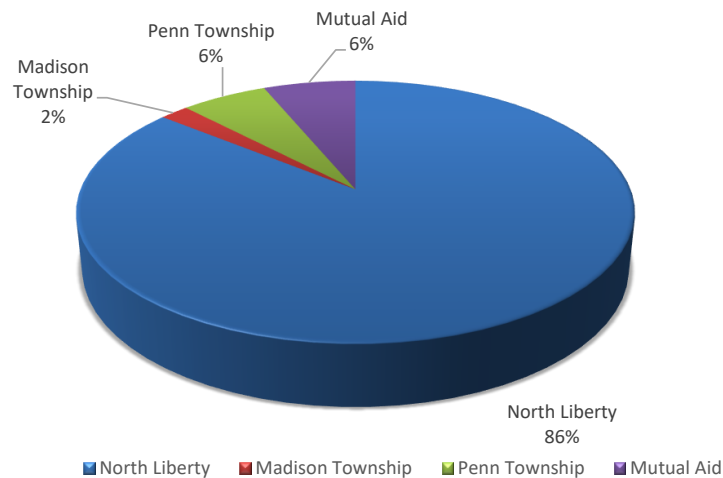
## North Liberty Fire Department Responses By Fire District

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
North Liberty	106	112											218	85.83%
Madison Township	3	2											5	1.97%
Penn Township	7	8											15	5.91%
Mutual Aid	8	8											16	6.30%
<b>Total Responses</b>	<b>124</b>	<b>130</b>											<b>254</b>	

## North Liberty Fire Department Responses By Type of Incident

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
100 - Fire	3	6											9	3.54%
200 - Over Pressure, Overheat	1	1											2	0.79%
300 - EMS	77	77											154	60.63%
400 - Hazardous Condition	3	2											5	1.97%
500 - Service Call	10	8											18	7.09%
600 - Good Intent Call	14	25											39	15.35%
700 - False Alarm & False Call	15	11											26	10.24%
800 - Severe Weather														
900 - Special Incident Type	1												1	0.39%
<b>Total Responses</b>	<b>124</b>	<b>130</b>											<b>254</b>	

2022 District Responses YTD  
(Rounded Percentage)



2022 Type of Incidents YTD  
(Percentage)

