



**North Liberty City Council
Regular Session
April 26, 2022**



City Administrator Memo



To **Mayor and City Council**
From **Ryan Heiar, City Administrator**
Date **April 22, 2022**
Re **City Council Agenda April 26, 2022**

Consent Agenda

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

- City Council Minutes (04/12/22)
- Claims
- March 2022 Revenues
- Pay Application # 1, Dubuque Street Phase 1 Project, All American Concrete, \$120,576.47
- Pay Application # 12, Ranshaw Way, Phase 5 Project, Peterson Contractors, Inc., \$132,457.13

Meetings & Events

Tuesday, Apr 26 at 6:30p.m.
City Council

Saturday, April 30 7:00 – 11:00 a.m.
City Clean Up Day

Tuesday, May 3 at 6:30p.m.
Planning Commission

Thursday, May 5 at 7:00p.m.
Parks and Recreation Commission

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

Jones Boulevard Extension Project

Bids for the project were accepted on April 19. Four bids were received for the project. The engineer’s estimate for the project was \$2,328,991.25. The low bid was \$2,238,571.48 from Schrader Excavating and Grading. Previously, this contractor completed the Main Street Project for the City. Staff and Shive-Hattery recommend award of the contract to Schrader Excavating and Grading.

Community Center Roof Replacement Project

The City received nine bids on April 7 for the Community Center Roof Replacement Project. The low bidder was T & K Roofing with Base Bid 1 amount \$274,600 and Base Bid 2 amount \$264,000. This bid is below the engineer’s estimate for the project. There were several irregularities with several bids. With advisement from the City Attorney, the irregularities were deemed immaterial. Staff and Shive-Hattery recommend award of the contract to T & K Roofing.

Liberty Centre Easement

As part of the development of Penn Street Landing on Community Drive, a storm water drainage easement needs to be relocated to run between the buildings being erected. This agreement contemplates the granting of a new drainage easement to the City, and the transfer of the City’s existing easement back to the owner, dissolving it. Staff recommends approval.

Storm Water GIS Project

In October 2020, the City entered into a contract with SAM, LLC for GPS Mapping and GIS Development relating to the water and sewer utility systems. In the recently approved FY 2023 budget, the next phase of the GPS/GIS program was approved. SAM, LLC has offered a proposal for Storm Water GPS Mapping and GIS Development in the amount of \$190,000. This will complete GIS mapping of existing infrastructure city wide. This project does not pertain to the City's impervious surface mapping effort, which is a separate project. City staff has fully embraced the mapping already completed and uses it with much more convenience and ease.

The Preserve Part 2A

The developer for the Preserve Part 2A has requested a reduction in the size of developed area for this phase of the project. This reduction means that the acreage and costs for development have changed, which requires the execution of a different Developer's Agreement. This Amended and Restated agreement will replace the existing agreement already approved by Council. Staff recommends approval.

The public improvements for The Preserve, Part 2A, which includes 11 single-unit zero lot line lots (22 units) adjacent to St. Andrews Drive, have been completed and inspected. The final plat is consistent with the approved preliminary plat. Staff recommends approval of the final plat.

Liberty Villas Rezoning

Daniel & Rhonda Bernacki Revocable Trust is requesting a zoning map amendment from C-2-A Highway Commercial District and I-1 Light Industrial District to RS-6 Single-Unit Residence District (19.73 acres) and RM-12 PAD Multi-Unit Residence District Planned Area Development (5.91 acres) – east side of North Dubuque Street approximately 185' south of Scales Bend Road – to facilitate development as a residential subdivision. The PAD is being sought is allow the townhomes within the multi-family portion of the development to construct individual curb cuts along a public street, which is not currently permitted in the Off-Street Parking Ordinance. It is staff's opinion that residential development would be more compatible with the area due to the residential and school development that has occurred after Centro, Inc. since 1990. City staff is requesting that the Comprehensive Plan Future Land Use be amended from Commercial and Industrial to Residential so the requested zoning would achieve consistency with the Future Land Use Map. As the new Comprehensive Plan gets developed, the Industrial Future Land Use and industrial zoning west of Ranshaw Way will be more closely examined as well. Two good neighbor meetings were held on February 14, 2022 and March 22, 2022. Several concerns were noted and are contained in the Planning Commission staff report. There is one verbal objection to the request. Staff is cognizant that "fitting the last piece of the puzzle" is important and the feedback received will need to be considered when the subdivision is designed. Staff is committed to maintaining an open dialog with surrounding property owners should the rezoning be approved. The Planning Commission unanimously recommended approval of the request at its April 5, 2022 meeting. Staff recommends approval as well.

Reprecincting Ordinance

The Office of the Secretary of State has final oversight concerning the drawing of municipal voting precincts, and has chosen to impose certain changes to the voting precinct plans established by several cities in Johnson County, including North Liberty. The changes to North Liberty's precincts relate to the fact that a portion of the City west of Interstate 380 is situated in a different state legislative district than the rest of the City, and that several of the census blocks created by the Census Bureau did not properly account for annexations. The changes imposed will mean that certain voters situated in Johnson County will cast ballots for County offices at North Liberty voting precincts. The management of the ballots and precincts will continue to be handled by the County Auditor's office. State law requires that the City enter into an agreement with the County to formalize this arrangement, and to enact the ordinance amendments imposed as quickly as is practicable. Staff accordingly recommends approval of the amendment and

the agreement, including waiver of the standard requirement of two meetings before final action.

Zoning Ordinance Amendment, Second Reading

This minor amendment to the Zoning Code proposed by City staff addresses oversights and scrivener errors discovered after the most recent large Zoning Code update. Specifically, the amendments address overhead doors, residential garage size and corrects two code references. These mini-amendments are common with large updates and staff anticipates there will be subsequent requested changes. The Planning Commission unanimously recommended approval of the Ordinance at its April 5, 2022 meeting. Staff recommends approval as well.

Matnic Rezoning, Third and Final Reading

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 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.



Agenda



City Council

April 26, 2022

6:30 p.m.

Regular Session

Council Chambers

1 Quail Creek Circle

1. Call to order
2. Roll call
3. Closed Session
 - A. Proposed Closed Session according to Iowa Code Section 21.5(1)(c) to discussion strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation
4. Approval of the Agenda
5. Consent Agenda
 - A. City Council Minutes, Regular Session, April 12, 2022
 - B. Claims
 - C. March Revenues
 - D. Dubuque Street Phase 1 Project, All American Concrete, Pay Application Number 1, \$120,576.47
 - E. Ranshaw Way Phase 5 Improvements, Peterson Contractors, Inc., Pay Application Number 12, \$132,457.16
6. Public Comment
7. City Engineer Report
8. City Administrator Report
9. Mayor Report
 - A. Proclamation of Arbor Day
 - B. Proclamation of Bike Month and Bike to Work Week
10. Council Reports

11. Highway 965 Phase 2 Project
 - A. Resolution Number 2022-38, A Resolution regarding the settlement of legal claim

12. Jones Boulevard Extension Project
 - A. Resolution Number 2022-39, A Resolution accepting the Bid and authorizing execution of the Contract for the Jones Boulevard Improvements Project, North Liberty, Iowa

13. Community Center Roof Replacement
 - A. Resolution Number 2022-40, A Resolution accepting the Bid and authorizing execution of the Contract for the Community Center Roof Replacement Project, North Liberty, Iowa

14. Liberty Centre Easement
 - A. Public hearing regarding proposed vacation of easement
 - B. Resolution Number 2022-41, A Resolution vacating an Easement being a part of the Final Plat of Liberty Centre, Part One, North Liberty, Iowa
 - C. Resolution Number 2022-42, A Resolution approving the Drainage and Storm Sewer Easement Agreement between NLCD Lot 12 LC and the City of North Liberty

15. Storm Water GIS Project
 - A. Resolution Number 2022-43, A Resolution approving the Professional Services Agreement between SAM, LLC and the City of North Liberty for Storm Water GPS Mapping and GIS Development

16. The Preserve Part 2A
 - A. Resolution Number 2022-44, A Resolution approving the Amended and Restated Developer's Agreement for The Preserve – Part Two A North Liberty, Iowa
 - B. Resolution Number 2022-45, A Resolution Approving the Final Plat and Accepting Improvements for The Preserve – Part Two A North Liberty, Iowa

17. Liberty Villas Rezoning

- A. Public Hearing regarding proposed rezoning amendment
- B. Staff and Commission recommendations
- C. Applicant presentation
- D. Resolution Number 2022-46, A Resolution approving the Amendment of the Comprehensive Plan Land Use Map
- E. First consideration of Ordinance Number 2022-10, An Ordinance amending Chapter 167 of the North Liberty Code or Ordinances by amending the use on regulations on property located in North Liberty, Iowa to those set forth in North Liberty, Iowa to those set forth in the Municipal Code for the RS-6 Single-Unit Residence District and RM-12 PAD Multi-Unit Residence District Planned Area Development

18. Reprecincting Ordinance

- A. Public Hearing regarding proposed amended precincts
- B. Proposed suspension of requirement for consideration of ordinance amendment at two council meetings before final passage
- C. Consideration and adoption of Ordinance Number 2022-11, An Ordinance amending Voting Precincts within Chapter 6.07 of the North Liberty Code of Ordinances
- D. Resolution Number 2022-47, A Resolution approving the Letter of Agreement regarding Voting Precinct Assignments for certain portions of North Liberty between the City of North Liberty and the Johnson County Board of Supervisors

19. Zoning Ordinance Amendment

- A. Second consideration of Ordinance Number 2022-09, An Ordinance amending Section 167.01 regarding the definition of "Masonry, Required", Section 168.07(27)(9) regarding design standards for attached garages and Sections 168.07(76) and 168.07(77) correcting scrivener's errors

20. Matnic Rezoning

- A. Third 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

21. Old Business

22. New Business

23. Adjournment



Consent Agenda

City Council
April 12, 2022
Regular Session

Call to order

Mayor Chris Hoffman called the April 12, 2022 Regular Session of the North Liberty City Council to order at 6:30 p.m. Councilors present: Ashley Bermel, RaQuishia Harrington, Erek Sittig, Brent Smith, Brian Wayson; absent –none.

Others present: Ryan Heiar, Tracey Mulcahey, Ryan Rusnak, Kevin Trom, Grant Lientz, Kirsten Frey, Mike Bails, Drew Lammers, Dean Colony, Katie Colony, Steve Troyer and other interested parties.

Approval of the Agenda

Harrington moved; Smith 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 March 22, 2022; City Council Minutes from the Special Session on March 23, 2022; the attached list of Claims; the Liquor License Renewal for Smokin' Joes; the Liquor License Renewal for The Depot; the Liquor License Application for Revitalize U; Ranshaw Way Phase 5 Project, Change Order Number 8, PCI, \$4,100; and Ranshaw Way Phase 5 Project, Pay Application Number 11, PCI, \$69,104.80. The vote was all ayes. Consent Agenda approved.

Public Comment

No public comment was offered.

City Engineer Report

City Engineer Trom reported that the contractor working on the Ranshaw Way Phase 5 project is working along the sides of the road and in the medians. Dubuque Street Phase 1 project is progressing with storm water improvement work. A change order will be coming for an underground box culvert that was an unexpected find. The Jones Boulevard extension project bid opening is April 19 with the award coming to Council at the next meeting. The Community Center Roof Project award will be on the next agenda, as well. The Community Center Facility Plan will be submitted to City staff next week for review.

City Administrator Report

City Administrator Heiar reminded Council that Monday is the Joint Government meeting. An ARPA work session is planned in May. Heiar is having conversations with organizations to bring information to the meeting.

Mayor Report

Hoffman thanked all the staff for all their weekend work in past few weeks and overall. Mayor Hoffman proclaimed April 22-28 as Housing Trust Fund Week. Kirsten Frey, HTFJC Board member, was present and offered additional information on affordable housing in North Liberty and Johnson County.

Council Reports

Councilor Harrington attended the Better Together 2030 Visioning Steering Committee. The Committee is finalizing initiatives. Councilor Wayson reported on Muddy Creek Clean Up Day. Councilor Smith reported on Penn Meadows Park baseball field clean-up day. Councilor Bermel reported on a film at Film Scene on April 28 featuring a North Liberty community. Councilor Sittig and Councilor Wayson attended the MPOJC meeting. The MPOJC discussed the proposed federal money swap and alternative uses of CRANDIC right of way other than railroad use.

Archies Brake and Lube Site Plan

Rusnak presented information on the site plan and the staff and Commission recommendations. The Planning Commission recommended approval with no conditions.

Adrienne Bricker, Axiom Consultants, was present on behalf of the applicant and offered to answer questions.

Harrington moved, Wayson seconded to approve Resolution Number 2022-29, A Resolution approving the Development Site Plan for Lot 2 Liberty Centre – Part One, North Liberty, Iowa. After discussion, the vote was: ayes – Smith, Wayson, Bermel, Harrington, Sittig; nays – none. Motion carried.

Forevergreen Estates

Rusnak presented information on the application and the staff and Commission recommendations. The Commission recommended approval with two conditions, one of which has been met.

Chris Thompson, MMS Consultants, was present on behalf of the applicant and offered to answer any questions regarding the application. Council discussed the application.

Smith moved, Sittig seconded to approve Resolution Number 2022-30, A Resolution approving the Preliminary Plat for Forevergreen Estates, North Liberty, Iowa. After discussion, the vote was: ayes – Wayson, Smith, Sittig, Harrington; nays – none; abstain – Bermel. Motion carried.

Colony Annexation

Rusnak presented information on the application. Smith moved, Sittig seconded to approve Resolution Number 2022-08, A Resolution approving annexation of certain property to the City of North Liberty. After discussion, the vote was: ayes – Smith, Wayson, Sittig, Bermel, Harrington; nays – none. Motion carried.

Lientz presented information on the agreement. Harrington moved, Bermel seconded to approve Resolution Number 2022-09, A Resolution approving the Wildlife Conservation and Depredation Agreement between the City of North Liberty and Colony 1927, LLC. After discussion, the vote was: ayes – Harrington, Bermel, Sittig, Wayson, Smith; nays – none. Motion carried.

CMW Properties, LLC Annexation

Rusnak presented information on the application. Bermel moved, Sittig seconded to approve Resolution Number 2022-31, A Resolution approving annexation of certain property to the City of North Liberty. After discussion, the vote was: ayes – Harrington, Sittig, Smith, Wayson, Bermel; nays – none. Motion carried.

Commercial Drive Extension

Harrington moved, Wayson seconded to approve Resolution Number 2022-32, A Resolution relating to the financing of certain proposed projects to be undertaken by the City of North Liberty, Iowa; establishing compliance with Reimbursement Bond Regulations under the Internal Revenue Code. After discussion, the vote was: ayes – Wayson, Smith, Sittig, Harrington, Bermel; nays – none. Motion carried.

Jones Boulevard Extension Project

At 7:07 p.m., Mayor Hoffman opened the Public Hearing regarding proposed plans, specifications, and estimate of cost. No oral or written comments were received. The public hearing was closed.

Harrington moved, Wayson seconded to approve Resolution Number 2022-33, A Resolution finally approving and confirming plans, specifications, and estimate of cost for the Jones Boulevard Extension Project. After discussion, the vote was: ayes – Bermel, Sittig, Harrington, Wayson, Smith; nays – none. Motion carried.

Waste Water Treatment Plant Facility Plan Update

Bermel moved, Sittig seconded to approve Resolution Number 2022-34, A Resolution approving Task Order Number 7037.011 between the City of North Liberty and Fox Strand Engineering for the 2022 Wastewater Treatment Plant Facility Plan. After discussion, the vote was: ayes – Harrington, Sittig, Smith, Bermel, Wayson; nays – none. Motion carried.

Goose Lake Owner's Association Agreement

Smith moved, Harrington seconded to approve Resolution Number 2022-35, A Resolution approving the Indemnification Agreement and Consent between the City of North Liberty and Goose Lake Estates Condominiums Owners Association, Inc. The vote was: ayes – Harrington, Wayson, Sittig, Smith, Bermel; nays – none. Motion carried.

Zoning Ordinance Amendment

At 7:15 p.m., Mayor Hoffman opened the Public Hearing regarding proposed Zoning Ordinance amendments. No oral or written comments were received. The public hearing was closed.

Harrington moved, Sittig seconded to approve the first consideration of Ordinance Number 2022-09, An Ordinance amending Section 167.01 regarding the definition of "Masonry, Required", Section 168.07(27)(9) regarding design standards for attached garages and Sections 168.07(76) and 168.07(77) correcting scrivener's errors. The vote was: ayes – Sittig, Bermel, Harrington, Smith, Wayson; nays – none. Motion carried.

Solomon Holdings, LLC

Bermel moved, Smith seconded to approve the third consideration and adoption 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 240th 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. After discussion, the vote was: ayes – Smith, Sittig, Bermel, Harrington, Wayson; nays – none. Motion carried.

Rusnak presented information on the plat and the site plan and the staff and Commission recommendations the preliminary plat. The Planning Commission recommended approval of the preliminary plat with three conditions. Council discussed the applications with Rusnak.

Brandon Pratt, the applicant, was present and offered to additional information and offered to answer any questions regarding the applications.

Harrington moved, Wayson seconded to approve Resolution Number 2022-36, A Resolution approving the Preliminary Plat for Solomon's Landing, North Liberty, Iowa. The vote was: ayes – Bermel, Smith, Sittig, Wayson, Harrington; nays – none. Motion carried.

Rusnak presented additional information on the application. The Planning Commission recommended approval of The Emory Site Plan with one condition.

Zach Ludwig, Insite Construction & Haverkamp Properties, was present on behalf of the applicant and offered to answer questions.

Harrington moved, Bermel seconded to approve Resolution Number 2022-37, A Resolution approving the Development Site Plan for Solomon's Landing Apartments, North Liberty, Iowa. The vote was: ayes – Harrington, Smith, Sittig, Bermel, Wayson; nays – none. Motion carried.

Nicotine Product Free Places

Sittig moved, Wayson seconded to approve the third consideration and adoption 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. After discussion, the vote was: ayes – Wayson, Smith, Harrington, Sittig, Bermel; nays – none. Motion carried.

Matnic Rezoning

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

Old Business

No old business was presented.

New Business

Councilor Sittig spoke regarding the Long-Range Transportation Plan that was presented at the MPOJC meeting. He encouraged all to review the plan. Mayor requested a presentation of the plan to the Council. Staff will reach out to the MPOJC. Councilor Bermel asked about conversation with the school district about adding a significant number of units in their district. Councilor Wayson reported on the CRANDIC marathon coming through North Liberty on April 24. Rusnak reported that the Comprehensive Plan consultants are coming in next week for community design workshops. On April 21, the workshops will be held at 11:30 a.m. and 5:30 p.m.

Adjournment

Harrington moved, Wayson seconded to adjourn at 7:36 p.m. The vote was all ayes. Meeting adjourned.

CITY OF NORTH LIBERTY

By: _____
Chris Hoffman, Mayor

Attest: _____
Tracey Mulcahey, City Clerk

March 2022 Revenues by Fund

001-General	767,255.77
002-Fire Capital	(9,625.00)
003-Library Capital	134.97
004-Recreation Capital	1,978.90
005-Police Capital	1,024.82
010-Drug Task Force	864.89
012-Hotel/Motel Tax	23,227.72
110-Road Use Tax	127,897.17
112-Trust and Agency	107,734.36
125-TIF	287,288.48
200-Debt Service	90,845.12
305-Park Capital	11,147.75
600 - Water Fund	322,750.68
601-Customer Deposits	9,920.00
610- Sewer Fund	389,121.19
740 - Stormwater Fund	19,873.76
Total	<u>2,151,440.58</u>

PAYMENT APPLICATION

TO: City of North Liberty, Iowa 3 Quail Creek Circle North Liberty, Iowa 52317 Attn:	PROJECT NAME AND LOCATION: Dubuque St. Phase 1--N.Liberty Dubuque Street Phase 1 North Liberty, Iowa 52317	APPLICATION # 1 PERIOD THRU: 04/18/2022 PROJECT #s:	Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> <input type="checkbox"/>
FROM: All American Concrete, Inc. 1489 Highway 6 West Liberty, IA. 52776	ARCHITECT: Shive Hattery, Inc. 2839 Northgate Drive Iowa City, Iowa 52245	DATE OF CONTRACT: 01/27/2022	
FOR: Dubuque St. Phase 1			

CONTRACTOR'S SUMMARY OF WORK

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

1. CONTRACT AMOUNT	\$2,341,680.00
2. SUM OF ALL CHANGE ORDERS	\$0.00
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$2,341,680.00
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$126,922.60
5. RETAINAGE:	
a. 5.00% of Completed Work (Columns D + E on Continuation Page)	\$5,616.13
b. 5.00% of Material Stored (Column F on Continuation Page)	\$730.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$6,346.13
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$120,576.47
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$0.00
8. PAYMENT DUE	\$120,576.47
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$2,221,103.53

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

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

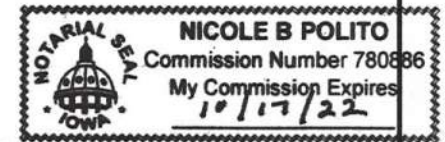
CONTRACTOR: All American Concrete, Inc.

By: Jodi Simon Date: 4-18-22
Jodi Simon

State of: Iowa
County of: Muscatine

Subscribed and sworn to before me this 19TH day of April 2022

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



ARCHITECT'S CERTIFICATION

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

CERTIFIED AMOUNT..... \$120,576.47

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

ARCHITECT: [Signature]
By: _____ Date: 4/19/2022

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

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: City of North Liberty 3 Quail Creek Circle P.O. Box 77 North Liberty, Iowa 52317	PROJECT: Ranshaw Way Phase 5 Improvements STP-U-5557(622)--70-52	APPLICATION NO: 12 PERIOD TO: 4/16/22 PROJECT NO.: STP-U-5557(622)--70-52 CONTRACT ID: 52-5557-622 LETTING DATE: 4/20/21	Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> ENGINEER
FROM CONTRACTOR: Peterson Contractors, Inc. 104 Blackhawk Street, P.O. Box A Reinbeck, Iowa 50669	VIA ENGINEER: Shive-Hattery, Inc. 2839 Northgate Drive Iowa City, Iowa 52245		

CONTRACT FOR: Ranshaw Way Phase 5 Improvements

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM	\$	<u>7,882,878.58</u>	
2. Net Change by Change Orders	\$	<u>121,667.56</u>	
3. CONTRACT SUM TO DATE	\$	<u>8,004,546.14</u>	
4. TOTAL COMPLETED & STORED TO DATE	\$	<u>6,062,757.67</u>	
5. RETAINAGE 3 % of Completed Work & Stored Material	\$	<u>30,000.00</u>	
6. TOTAL EARNED LESS RETAINAGE	\$	<u>6,032,757.67</u>	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	<u>5,900,300.51</u>	
8. CURRENT PAYMENT DUE	\$	<u>132,457.16</u>	

CONTRACTOR: Peterson Contractors, Inc.
 By: [Signature] Date: 4/20/22

State of:
 County of:
 Subscribed and sworn to before me this 20th day of April, 2022

Notary Public: Jennifer R Wissler
 My Commission expires: 1/4/25



9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 1,971,788.47
 (This amount will decrease, as Change Orders do not yet reflect items deleted or decreased in quantity - see summary sheet for est. final totals)

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ **132,457.16**
 (Attach explanation if amount certified differs from the the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER: [Signature]
 By: _____ Date: 04/20/22

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 462,462.18	\$ 340,794.62
Total approved this Month	\$ -	\$ -
TOTALS	\$ 462,462.18	\$ 340,794.62
NET CHANGES by Change Order	\$ 121,667.56	\$ -



Mayor Report



PROCLAMATION

Arbor Day

Whereas, trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife; and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas and beautify our community; and

Whereas, the City of North Liberty has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting practices; and

Whereas, each year Arbor Day is observed by the people of North Liberty, Iowa, with special attention paid to the care and planting of trees; and

Whereas, trees – wherever they are planted – are a source of joy and spiritual renewal;

Now, therefore, be it resolved: I, Chris Hoffman, Mayor of the City of North Liberty, Iowa, do hereby proclaim April 29, 2022, to be

ARBOR DAY

in North Liberty, Iowa, and encourage all North Liberty citizens to participate in tree planting and nurture, protect and wisely use Iowa's natural wonder of trees so that we will ensure a more beautiful city and state, promoting the well-being of this and future generations.

Mayor Chris Hoffman



PROCLAMATION

Bike Month and Bike to Work Week

Whereas, the bicycle is an economical, environmentally sound, and effective means of transportation, recreation, and fitness; and

Whereas, the bicycle is considered a legitimate vehicle in all 50 states and is entitled to legal and responsible use of all public roads in Iowa, except interstate highways; and

Whereas, increased use of the bicycle will benefit all citizens by improving air quality, reducing traffic congestion and noise, decreasing use of and dependence upon finite energy resources and will foster healthy lifestyles; and

Whereas, the City of North Liberty has an ongoing commitment to encourage bicycling as a viable mode of transportation and recreation; and

Whereas, the League of American Bicyclists has established the month of May as National Bicycle Month.

Now, therefore, I, Chris Hoffman, Mayor of the City of North Liberty, Iowa, do hereby proclaim

May as Bike Month and May 16-22 as Bike to Work Week.

in North Liberty, IA, and encourage all residents to ride their bicycles to work, to the store, to the park, to school, and with friends and family to promote the many benefits achieved from bicycling.

Mayor Chris Hoffman



Highway 965, Phase 2 Project

Resolution No. 2022-38

A RESOLUTION REGARDING THE SETTLEMENT OF LEGAL CLAIM

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

WHEREAS the City of North Liberty (the "City") has brought suit in Johnson County Case No. LACV081921 (the "Lawsuit") against McClure Engineering Company ("MEC") and Kevin Bailey ("Bailey") asserting contract and tort claims, and seeking restitution for certain deobligated federal funds related to the Highway 965 Phase 2 Project (the "Deobligated Funds"), and

WHEREAS the parties agreed to mediate their dispute on April 13, 2022, and

WHEREAS at the mediation the parties agreed to resolve the dispute by entering into a settlement agreement under certain terms, subject to approval of the City Council, and

WHEREAS the City Council of North Liberty wishes to finalize the acceptance of those terms,

BE IT THEREFORE RESOLVED that the City Administrator and City Attorney are authorized to enter into a settlement agreement to resolve the Lawsuit whereby the City will recover \$815,000.00, MEC and Bailey will be released of further liability for the Deobligated Funds, and containing a mutual non-disparagement clause.

APPROVED AND ADOPTED this 26th day of April, 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



Jones Boulevard Extension Project

April 20, 2022

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

RE: Jones Boulevard Improvements

Dear Mr. Heiar:

On April 19, 2022, at 10:00 am in the North Liberty City Administration building four bids were received and opened for the above-referenced project. At the bid opening, the apparent low bid was received from Schrader Excavating & Grading. Upon checking over the unit price extensions for each bidder, one math error in the Maxwell Construction bid was discovered. The error did not affect the outcome of the bids results.

After review, the low base bid was received from Schrader Excavating & Grading of Walford, Iowa, in the amount of \$2,238,571.48. The design professional's estimate was \$2,328,991.25.

Subject to submitting acceptable bonds, insurance and the Agreement, we recommend award of contract to Schrader Excavating & Grading based upon their lowest responsible, responsive bid. Upon City Council approval of this award we will proceed with issuing the Notice of Award and begin administration of the construction contract.

Please contact our office if you have questions.

Sincerely,

SHIVE-HATTERY, INC.



Michael J. Janecek, PE

MJJ/bad

Enc. Bid Tabulation

Copy: Michael Pentecost, Streets Superintendent
Tracey Mulcahey, Assistant City Administrator
Kevin Trom, S-H



Resolution No. 2022-39

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING EXECUTION
OF THE CONTRACT FOR THE JONES BOULEVARD IMPROVEMENTS
PROJECT, NORTH LIBERTY, IOWA**

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

WHEREAS, the City Council sought bids for the Jones Boulevard Improvements Project;

WHEREAS, four contractors submitted bids for the project; and

WHEREAS, the low bid for the project was from Schrader Excavating and Grading., in the amount of \$2,238,571.48; and

NOW, THEREFORE, BE IT RESOLVED that the Jones Boulevard Improvements Project is authorized and the bid from Schrader Excavating & Grading is hereby accepted and approved for the project at an amount of \$2,238,571.48 as set forth therein.

BE IT FURTHER RESOLVED that the Contract between the Owner and the Contractor is approved and that the City Administrator is authorized to execute said agreement.

APPROVED AND ADOPTED this 26th day of April, 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

April 11, 2022

Ryan Heiar
City of North Liberty
3 Quail Creek Circle
North Liberty, IA 52317

RE: City of North Liberty Community Center Roof Replacement

Dear Mr. Heiar:

Nine (9) bids were received on April 07, 2022 for the above-referenced project.

We have reviewed the bids provided to us. Our review did discover irregularities in the bid submitted by T & K Roofing, for the bid items stated below. The irregularity consisted of T & K Roofing not recognizing Addendum No. 2. After a discussion with the Contractor, a 2 Year Maintenance Warranty outlined in Addendum #2 was included in their bid but was not identified on their bid form. We recommend that the City of North Liberty proceed with your award process. This award may be subject to submittal of acceptable bonds, insurance, and other requirements of the City of North Liberty.

Other Irregularities that did not affect low bidder were:

- West Branch and Tipton Roofing Co did not acknowledge Addendum No. 1 and No. 2, and the total for Base Bid 2 should have been \$308,717.00.
- Jim Giese Commercial Roofing did not acknowledge Addendum No. 1 and No. 2.

T & K Roofing

BASE BID 1 – Roof Section A – Public Services Building 2022 Roof Improvements	\$274,600.00
BASE BID 2 – Roof Section B – Public Services Building 2022 Roof Improvements	<u>\$264,000.00</u>
PROJECT TOTAL	\$538,600.00

Please contact our office of the award decision, and we will proceed with obtaining the agreement, bonds, and insurance.

We look forward to working with you and the City of North Liberty on this project. Please call our office if you have any questions or comments regarding the above project.

Sincerely,

SHIVE-HATTERY, INC.

Mike Mollenhauer
Building Envelope Consultant



TABULATION OF BIDS

Owner: City of North Liberty Iowa	4/7/2022
Project Name: City of North Liberty Community Center Roof Replacement	City of North Liberty Iowa
S-H Project #: 2112201050	3 Quail Creek Circle, North Liberty, IA 1 of 1

NAME AND ADDRESS OF BIDDER	T&K Roofing Company 101 T&K Drive, Ely, IA 52227	Dryspace Inc. 707 66th Avenue SW, Cedar Rapids, IA 52404	Black Hawk Roof Co 619 E 19th St, Cedar Falls, IA 50613	West Branch and Tipton Roofing Co Inc. 323 E College St, West Branch, IA 52358
Bid Security - 5%	YES	YES	YES	YES
Bidder Status Form 00 4100.01	YES	YES	YES	YES
Addendum 1	YES	YES	YES	NO**
Addendum 2	NO*	YES	YES	NO**

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED	UNIT PRICE	EXTENDED	UNIT PRICE	EXTENDED	UNIT PRICE	EXTENDED
BASE BID 1 - Section A - Public Services Building 2022 Roof Improvements										
1	REMOVE EXISTING SINGLE-PLY MEMBRANE DOWN TO INSUALTION SUBSTRATE. INSTALL NEW PVC ROOF SYSTEM OVER EXISTING INSUALTION SUBSTRATE. - Approx 30,952/SF	Lump Sum	Lump Sum	\$ 272,000.00	Lump Sum	\$ 292,917.00	Lump Sum	\$ 294,700.00	Lump Sum	\$ 299,748.00
1	REMOVE AND REPLACE WET INSULATION.	4000 / SF	\$3.00/SF	\$ 1,200.00	\$2.50/SF	\$ 10,000.00	\$5.50/SF	\$ 22,000.00	\$5.00/SF	\$ 20,000.00
1	REPAIR DETERIORATED METAL ROOF DECK.	100 / SF	\$14.00/SF	\$ 1,400.00	\$25.00/SF	\$ 2,500.00	\$12.00/SF	\$ 1,200.00	\$6.50/SF	\$ 650.00
TOTAL BASE BID 1				\$ 274,600.00		\$ 305,417.00		\$ 317,900.00		\$ 320,398.00
BASE BID 2 - Section B - Public Services Building 2022 Roof Improvements										
1	REMOVE EXISTING ROOF SYSTEM DOWN TO CONCRETE DECK AND INSTALL NEW PVC INSULATED ROOF SYSTEM. Approx 16,524/SF	Lump Sum	Lump Sum	\$ 262,000.00	Lump Sum	\$ 310,617.00	Lump Sum	\$ 304,000.00	Lump Sum	\$ 308,317.00
1	REPAIR DETERIORATED CONCRETE DECK.	100 / SF	\$20.00/SF	\$ 2,000.00	\$50.00 /SF	\$ 5,000.00	\$20.00/SF	\$ 2,000.00	\$4.00/SF	\$ 400.00
TOTAL BASE BID 2				\$ 264,000.00		\$ 315,617.00		\$ 306,000.00		\$ 348,317.00 **



TABULATION OF BIDS

Owner:	City of North Liberty Iowa	4/7/2022
Project Name:	City of North Liberty Community Center Roof	City of North Liberty Iowa
S-H Project #:	2112201050	3 Quail Creek Circle, North Liberty, IA 1 of 1

NAME AND ADDRESS OF BIDDER	Poly Vinyl Roofing Inc. 785 Elbow Creek Rd, Mt Vernon, IA 52314	Advance Builders Corp 325 Waconia Court SW, Cedar Rapids, IA 52404	Cedar Service Company 714 66th Ave SW, Cedar Rapids, IA 52406	For Sure Roofing & Sheet Metal, LLC 6545 NE 14th St, Des Moines, IA 50313	Jim Giese Commercial Roofing 4 Lincoln Ave, Eldridge, IA 52748
Bid Security - 5%	YES	YES	YES	YES	YES
Bidders Status Form 00 4100.01	YES	YES	YES	YES	YES
Addendum 1	YES	YES	YES	YES	NO***
Addendum 2	YES	YES	YES	YES	NO***

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED	UNIT PRICE	EXTENDED	UNIT PRICE	EXTENDED	UNIT PRICE	EXTENDED		
BASE BID 1 - Section A - Public Services Building 2022 Roof Improvements												
1	REMOVE EXISTING SINGLE-PLY MEMBRANE DOWN TO INSUALTION SUBSTRATE. INSTALL NEW PVC ROOF SYSTEM OVER EXISTING INSUALTION SUBSTRATE. - Approx 30,952/SF	Lump Sum	Lump Sum \$	306,827.00	Lump Sum \$	324,000.00	Lump Sum \$	350,719.00	Lump Sum \$	358,539.00	Lump Sum \$	420,920.00
1	REMOVE AND REPLACE WET INSULATION.	4000 / SF	\$4.37/SF	\$ 17,480.00	\$5.00/SF	\$ 20,000.00	\$4.00/SF	\$ 16,000.00	\$7.75/SF	\$ 31,000.00	\$8.00/SF	\$ 32,000.00
1	REPAIR DETERIORATED METAL ROOF DECK.	100 / SF	\$6.00/SF	\$ 600.00	\$25.00/SF	\$ 2,500.00	\$14.00/SF	\$ 1,400.00	\$12.00/SF	\$ 1,200.00	\$16.00/SF	\$ 1,600.00
TOTAL BASE BID 1			\$	324,907.00	\$	346,500.00	\$	368,119.00	\$	390,739.00	\$	454,520.00
BASE BID 2 - Section B - Public Services Building 2022 Roof Improvements												
1	REMOVE EXISTING ROOF SYSTEM DOWN TO CONCRETE DECK AND INSTALL NEW PVC INSULATED ROOF SYSTEM. Approx 16,524/SF	Lump Sum	Lump Sum \$	345,957.00	Lump Sum \$	392,000.00	Lump Sum \$	370,055.00	Lump Sum \$	358,855.00	Lump Sum \$	407,850.00
1	REPAIR DETERIORATED CONCRETE DECK.	100 / SF	\$5.00/SF	\$ 500.00	\$30.00/SF	\$ 3,000.00	\$20.00/SF	\$ 2,000.00	\$26.00/SF	\$ 2,600.00	\$35.00/SF	\$ 3,500.00
TOTAL BASE BID 2			\$	346,457.00	\$	395,000.00	\$	372,055.00	\$	361,455.00	\$	411,350.00

Irregaular Bids

*T&K Roofing did not acknowledge Addendum 2

**West Branch and Tipton Roofing Co Did not acknowledge Addendum 1 & 2 and the total for BASE BID 2 should be \$308,717.00

***Jim Giese Coimmercial Roofing Did not acknowledge Addendum 1 & 2



Resolution No. 2022-40

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING EXECUTION
OF THE CONTRACT FOR THE COMMUNITY CENTER ROOF
REPLACEMENT PROJECT, NORTH LIBERTY, IOWA**

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

WHEREAS, the City Council sought bids for the Community Center Roof Replacement Project;

WHEREAS, nine contractors submitted bids for the project; and

WHEREAS, the low bid for the project was from T & K Roofing, in the amount of \$538,600.00; and

NOW, THEREFORE, BE IT RESOLVED that the Community Center Roof Replacement Project is authorized and the bid from T & K Roofing is hereby accepted and approved for the project at an amount of \$538,600.00 as set forth therein.

BE IT FURTHER RESOLVED that the Contract between the Owner and the Contractor is approved and that the City Administrator is authorized to execute said agreement.

APPROVED AND ADOPTED this 26th day of April, 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



Liberty Centre Easement

Resolution No. 2022-41

A RESOLUTION VACATING AN EASEMENT BEING A PART OF THE FINAL PLAT OF LIBERTY CENTRE PART ONE, NORTH LIBERTY, IOWA

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

WHEREAS, NLCD, Lot 12 LC (the "Petitioner") filed with the City Clerk a request to vacate A 15 FOOT WIDE ACCESS, STORM SEWER AND DRAINAGE EASEMENT ON THAT PART OF LOT 2, LIBERTY CENTRE PART 1B, A SUBDIVISION OF LOT 13, LIBERTY CENTRE - PART ONE (FINAL PLAT RECORDED IN BOOK 52, PAGE 308 AT THE JOHNSON COUNTY RECORDER'S OFFICE) AND THAT PART OF LOT 12, LIBERTY CENTRE - PART ONE (FINAL PLAT RECORDED IN BOOK 47, PAGE 107 AT THE JOHNSON COUNTY RECORDER'S OFFICE) BEING CENTERED ON THE CENTERLINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 2, SAID CORNER ALSO BEING THE SOUTHEASTERLY CORNER OF SAID LOT 12;

THENCE SOUTH 54° 07' 30" WEST 285.60 FEET ALONG THE NORTHERLY LINE OF SAID LOT 2, SAID LINE ALSO BEING THE SOUTHERLY LINE OF SAID LOT 12 TO THE NORTHWEST CORNER OF SAID LOT 2, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 12.

THE SIDELINES OF SAID 15 FOOT WIDE ACCESS, STORM SEWER AND DRAINAGE EASEMENT ARE 7.5 FEET IN PERPENDICULAR DISTANCE RIGHT AND LEFT OF SAID CENTERLINE AND ARE TO BE LENGTHENED OR SHORTENED TO MEET AT THE ANGLE POINTS. SAID SIDELINES ARE TO BEGIN AT THE EASTERLY LINES OF SAID LOT 2 AND SAID LOT 12 AND END AT THE WESTERLY LINES OF SAID LOT 2 AND SAID LOT 12. SAID EASEMENT CONTAINS 4,265 SQUARE FEET (0.10 ACRE) MORE OR LESS, and

WHEREAS, the City held a public hearing on April 26, 2022 regarding the proposed vacation with no objections presented.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City, following notice and public hearing, pursuant to authority vested in the Council, approves the vacation of the 15' Storm Sewer and Drainage Easement shown on the final plat for the Subdivision as illustrated on the attached Exhibit "A."

2. That the Mayor and City Clerk are hereby authorized to execute this Resolution, the Release of Easement, and the Quit Claim Deed.
3. That Petitioner is responsible for transmitting this Resolution, the Release of Easement, and the Quit Claim Deed to the Recorder of Johnson County, Iowa, on behalf of the parties; payment of the costs for said recording; and providing confirmation of said recording to the City of North Liberty, Iowa.

APPROVED AND ADOPTED this 26th day of April, 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

Preparer: Ryan J. Prahm, Pugh Hagan Prahm PLC, 425 Oakdale Blvd, Suite 201, Coralville, IA 52241
Taxpayer: NLCD Lot 12 LC, 115 Iowa Ave, Iowa City, IA 52240

QUIT CLAIM DEED

For the consideration of One Dollar(s) and other valuable consideration, City of North Liberty, Iowa, a municipal corporation, does hereby Quit Claim to NLCD Lot 12 LC, all right, title, interest, estate, claim and demand in the following described real estate in Johnson County, Iowa:

see attached Exhibit A.

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 this ____ day of April 2022.

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 April, 2022, before me, the undersigned, a Notary Public in and for said County and State, 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 Iowa City, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and the instrument was signed and sealed on behalf of the corporation by authority of its City Council, and the said Mayor and City Clerk did acknowledge 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 said State

Exhibit A

A 15 FOOT WIDE ACCESS, STORM SEWER AND DRAINAGE EASEMENT ON THAT PART OF LOT 2, LIBERTY CENTRE PART 1B, A SUBDIVISION OF LOT 13, LIBERTY CENTRE - PART ONE (FINAL PLAT RECORDED IN BOOK 52, PAGE 308 AT THE JOHNSON COUNTY RECORDER'S OFFICE) AND THAT PART OF LOT 12, LIBERTY CENTRE - PART ONE (FINAL PLAT RECORDED IN BOOK 47, PAGE 107 AT THE JOHNSON COUNTY RECORDER'S OFFICE) BEING CENTERED ON THE CENTERLINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 2, SAID CORNER ALSO BEING THE SOUTHEASTERLY CORNER OF SAID LOT 12;

THENCE SOUTH 54° 07' 30" WEST 285.60 FEET ALONG THE NORTHERLY LINE OF SAID LOT 2, SAID LINE ALSO BEING THE SOUTHERLY LINE OF SAID LOT 12 TO THE NORTHWEST CORNER OF SAID LOT 2, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 12.

THE SIDELINES OF SAID 15 FOOT WIDE ACCESS, STORM SEWER AND DRAINAGE EASEMENT ARE 7.5 FEET IN PERPENDICULAR DISTANCE RIGHT AND LEFT OF SAID CENTERLINE AND ARE TO BE LENGTHENED OR SHORTENED TO MEET AT THE ANGLE POINTS. SAID SIDELINES ARE TO BEGIN AT THE EASTERLY LINES OF SAID LOT 2 AND SAID LOT 12 AND END AT THE WESTERLY LINES OF SAID LOT 2 AND SAID LOT 12. SAID EASEMENT CONTAINS 4,265 SQUARE FEET (0.10 ACRE) MORE OR LESS.

Prepared by and after recording return to:

Ryan J. Prahm
Pugh Hagan Prahm PLC

425 E. Oakdale Blvd., Suite 201
Coralville, Iowa

(319) 351-2028
facsimile (319) 351-1102

DRAINAGE AND STORM SEWER EASEMENT AGREEMENT

RE: Lots 12 and 13, Liberty Centre- Part One, as recorded in Book 47, Page 107, of Johnson County Recorder's Office, Johnson County, Iowa (the "Lots").

THIS DRAINAGE AND STORM SEWER EASEMENT AGREEMENT is entered into this _____ day of April 2022, by and between the City of North Liberty, Iowa (the "City") and NLCD Lot 12 LC ("Owner").

WHEREAS, pursuant to a Storm Sewer and Drainageway Easement Agreement filed in Book 3708, Page 250 and shown on the Final Plat of Liberty Centre – Part One, recorded in Book 47, Page 107, of the Records of Johnson County, Iowa (the "Original Easement"), the City was granted an easement for the purposes of excavating, for and the installation, replacement, maintenance and use of such storm water lines, pipes, mains, conduits and drainageways for conveying storm water, in such areas designated on the Final Plat of Liberty Centre -Part One, North Liberty, Iowa, hereinafter referred to as "Original Easement Area"; and

WHEREAS, the City contemporaneously herewith has provided Owner a quit claim deed to the Original Easement Area, to effectuate the termination of the Original Easement; and

WHEREAS, Owner desires to make improvements on one or more of the Lots establish a new easement for the purposes of excavating, for and the installation, replacement, maintenance and use of such storm water lines, pipes, mains, conduits and drainageways for conveying storm water, in the area depicted on Exhibit "A" (the "Storm Sewer and Drainage Easement") and desires to convey the same to the City; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. The undersigned Owner grants to the City a perpetual easement upon, over, under, along and across the area designated and described as a STORM SEWER AND DRAINAGE EASEMENT on the attached Exhibit A (the "Storm Sewer and Drainage Easement"). 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 Storm Sewer and Drainage Easement area.

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

A. The right of grading said easement for the full width thereof, and to the extend the cuts and fills for such grading into and onto said lands along and outside of said easement area, to such extent as the City may find reasonably necessary.

B. The right from time to time to trim, to cut down and clear away any and all trees and brush on said easement area, and also to trim and cut down and clear away any trees on either side of said strip which now or hereafter in the opinion of the City may be a hazard to said easement areas or which may interfere with the exercise of the City's rights hereunder in any manner. The City shall promptly backfill any trench made by it, and repair and damages caused by the City in the easement area. The City shall indemnify the Owner against unreasonable loss or damage which may occur in the negligent exercise of the easement rights by the City. Except as expressly provide herein, the City shall have no responsibility for maintaining the easement area.

Owner reserves the right to use said easement area for purposes which will not interfere with the City's full enjoyment of the rights hereby granted; provided that the Owner shall not erect or construct any building, fence or other structure, plant any trees, drill or operate any well, or construct any reservoir or other obstruction on said area, or diminish or substantially add to the ground cover over said easement areas.

Owner does hereby covenant with the City that it is lawfully seized and possessed of the real estate described in Exhibit A and that it has a good and lawful right to convey it, or any part thereof.

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

3. This Agreement shall inure to the benefit and bind the successors and assigns of the respective parties hereto and shall be construed as a covenant running with the title to the Lots.

[Signature pages to follow]

Dated this ____ day of April 2022.

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 April, 2022, before me, the undersigned, a Notary Public in and for said County and State, 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 Iowa City, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and the instrument was signed and sealed on behalf of the corporation by authority of its City Council, and the said Mayor and City Clerk did acknowledge 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 said State

Dated this ____ day of April, 2022.

OWNER
NLCD Lot 12 LC

By: _____

STATE OF IOWA, COUNTY OF JOHNSON) ss:

This instrument was acknowledged before me on this _____ day of April 2022, by
_____ as Manager of NLCD Lot 12 LC.

Notary Public in and for said State

INDEX LEGEND

SURVEYOR'S NAME:
 WALTER T. HURLBUTT
 SNYDER & ASSOCIATES, INC.
 5005 BOWLING STREET SW, SUITE A
 CEDAR RAPIDS, IOWA 52404
 515-964-2020
 WHURLBUTT@SNYDER-ASSOCIATES.COM
 SERVICE PROVIDED BY:
 SNYDER & ASSOCIATES, INC.
 SURVEY LOCATED:
 LOT 2, LIBERTY CENTRE PART 1B
 AND PART OF LOT 12, LIBERTY CENTRE - PART ONE
 REQUESTED BY:
 NLCD LOT 12 LC
 RETURN TO:
 WALTER T. HURLBUTT
 SNYDER & ASSOCIATES, INC.
 5005 BOWLING STREET SW, SUITE A
 CEDAR RAPIDS, IOWA 52404

DESCRIPTION

A STORM SEWER AND DRAINAGE EASEMENT ON THAT PART OF LOT 2, LIBERTY CENTRE PART 1B, A SUBDIVISION OF LOT 13, LIBERTY CENTRE - PART ONE (FINAL PLAT RECORDED IN BOOK 52, PAGE 308 AT THE JOHNSON COUNTY RECORDER'S OFFICE) AND THAT PART OF LOT 12, LIBERTY CENTRE - PART ONE (FINAL PLAT RECORDED IN BOOK 47, PAGE 107 AT THE JOHNSON COUNTY RECORDER'S OFFICE) BEING CENTERED ON THE CENTERLINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 2, SAID CORNER ALSO BEING THE SOUTHEASTERLY CORNER OF SAID LOT 12, AT WHICH POINT THE EASEMENT IS 15 FEET IN WIDTH;

THENCE SOUTH 54° 07' 30" WEST 67.41 FEET ALONG THE NORTHERLY LINE OF SAID LOT 2, SAID LINE ALSO BEING THE SOUTHERLY LINE OF SAID LOT 12, AT WHICH POINT THE EASEMENT CHANGES IN WIDTH FROM 15 FEET TO 25 FEET;

THENCE NORTH 54° 55' 08" WEST 21.88 FEET;

THENCE SOUTH 77° 51' 03" WEST 56.00 FEET;

THENCE SOUTH 72° 22' 32" WEST 109.50 FEET;

THENCE SOUTH 16° 00' 59" EAST 82.41 FEET TO SAID NORTHERLY LINE OF SAID LOT 2 AND SAID SOUTHERLY LINE OF SAID LOT 12;

THENCE SOUTH 54° 07' 30" WEST 27.80 FEET ALONG SAID NORTHERLY LINE OF SAID LOT 2 AND SAID SOUTHERLY LINE OF SAID LOT 12 TO THE NORTHWEST CORNER OF SAID LOT 2, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 12.

THE SIDELINES OF SAID 15 FOOT AND 25 FOOT WIDE STORM SEWER AND DRAINAGE EASEMENT ARE 7.5 FEET AND 12.5 FEET, RESPECTIVELY, IN PERPENDICULAR DISTANCE RIGHT AND LEFT OF SAID CENTERLINE AND ARE TO BE LENGTHENED OR SHORTENED TO MEET AT THE ANGLE POINTS, CONTAINING 8,397 SQUARE FEET (0.19 ACRE) MORE OR LESS.

REFERENCES

- R1 LIBERTY CENTRE - PART ONE (BOOK 47, PAGE 107)
- R2 LIBERTY CENTRE PART 1B, A SUBDIVISION OF LOT 13 LIBERTY CENTRE PART ONE (BOOK 52, PAGE 308)

DATE OF SURVEY

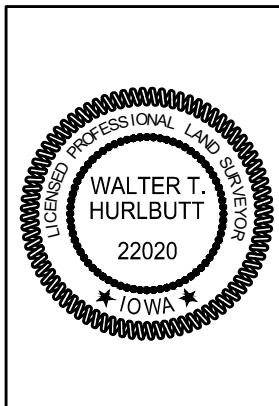
NOVEMBER 11, 2020

LEGEND

<u>Survey</u>	<u>Found</u>	<u>Set</u>
1/2" Rebar, Yellow Plastic Cap #22020 (Unless Otherwise Noted)	●	○
Measured Bearing & Distance	M	
Recorded As	R	

OWNER

NLCD LOT 12 LC
 115 IOWA AVENUE
 IOWA CITY, IA 52240



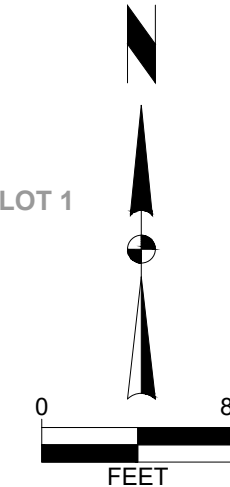
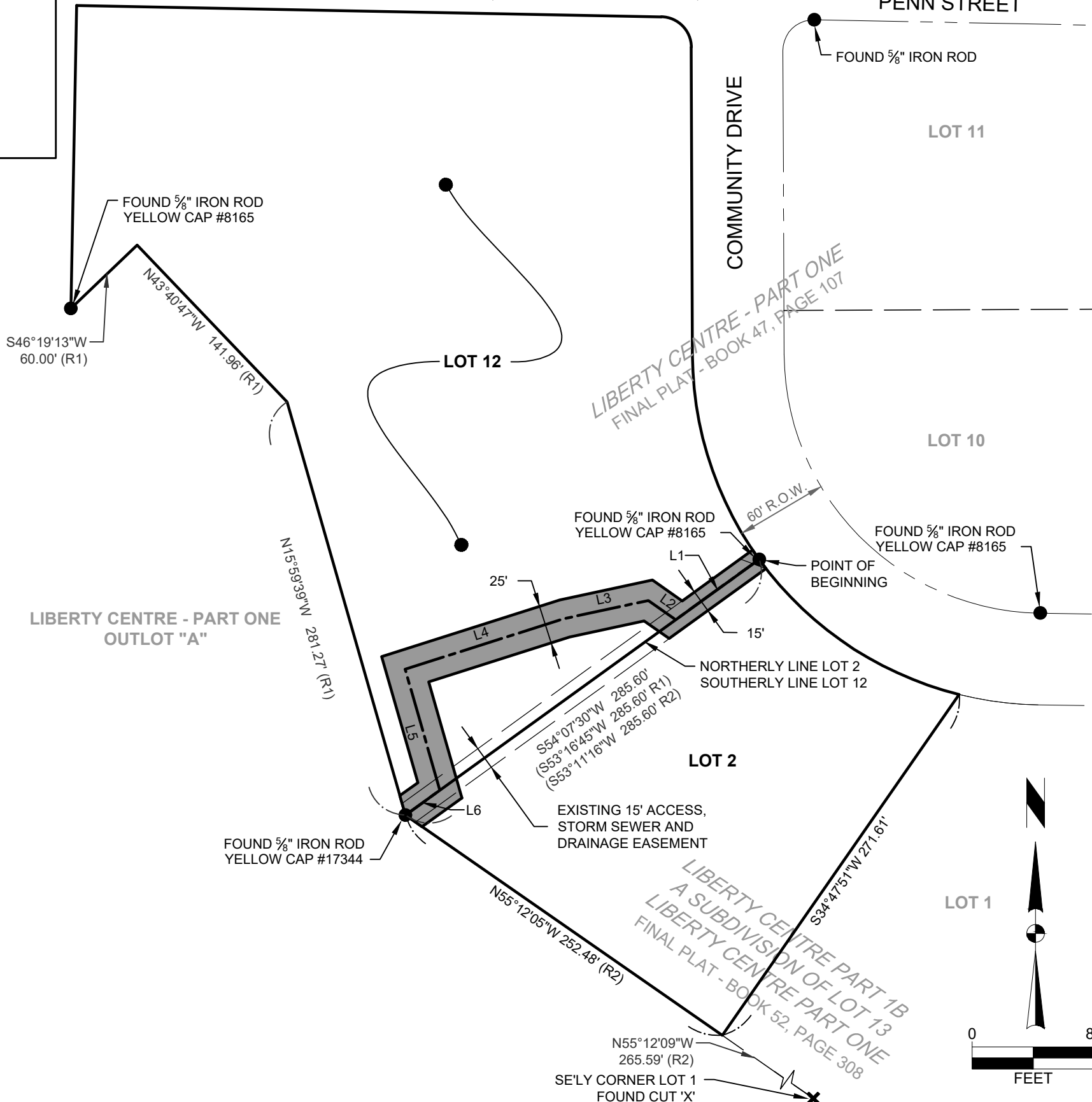
I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Walter T. Hurlbutt 1/5/2022
 Date
 Walter T. Hurlbutt, PLS
 License Number 22020
 My License Renewal Date is December 31, 2023
 Pages or sheets covered by this seal:
 SHEET 1 OF 1.

LINE TABLE		
LINE #	BEARING	DIST. (FT)
L1	S54°07'30"W	67.41'
L2	N54°55'08"W	21.88'
L3	S77°51'03"W	56.00'
L4	S72°22'32"W	109.50'
L5	S16°00'59"E	82.41'
L6	S54°07'30"W	27.80'

EASEMENT EXHIBIT

**STORM SEWER AND DRAINAGE EASEMENT
 LOT 2, LIBERTY CENTRE PART 1B, A SUBDIVISION OF LOT 13 LIBERTY CENTRE - PART ONE
 AND PART OF LOT 12, LIBERTY CENTRE - PART ONE
 NORTH LIBERTY, JOHNSON COUNTY, IOWA**



MARK	REVISION	DATE	BY
#	#	#	#
#	#	#	#
#	#	#	#
#	#	#	#

Checked By: WTH
 Date: 1-5-2022
 Engineer: WTH
 Technician: WTH
 Scale: 1" = 100'
 T-R-S: #####
 Project No: 120.1068
 Sheet 1 OF 1

EASEMENT EXHIBIT
 LOT 2, LIBERTY CENTRE PART 1B & PART OF LOT 12 LIBERTY CENTRE PART ONE NORTH LIBERTY, JOHNSON COUNTY, IOWA
SNYDER & ASSOCIATES, INC.
 5005 BOWLING STREET S.W.
 CEDAR RAPIDS, IOWA 52404
 319-362-6994 | www.snyder-associates.com

Project No: 120.1068
 Sheet 1 OF 1

I:\Projects\2020\120.1068\07\SURVEY\201068_EASE_S1\ORV_L1018.dwg WALTER HURLBUTT 2:24:34 EXHIBIT 1 2022/01/05 10:35 AM ANSYS FULL BLEED B (17.00 X 11.00 INCHES)

Resolution No. 2022-42

**A RESOLUTION APPROVING THE DRAINAGE AND STORM
SEWER EASEMENT AGREEMENT BETWEEN NLCD LOT 12 LC
AND THE CITY OF NORTH LIBERTY**

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

WHEREAS, a Drainage and Storm Sewer Easement is required for the installation, maintenance, removal of equipment, lines and other needed items for storm sewer and drainage;

WHEREAS, it is the parties' desire to agree and establish, in writing, their understanding concerning the easement.

NOW, THEREFORE, BE IT RESOLVED that the attached agreement between the City of North Liberty and NLCD L is approved for the property legally described as follows:

A STORM SEWER AND DRAINAGE EASEMENT ON THAT PART OF LOT 2, LIBERTY CENTRE PART 1B, A SUBDIVISION OF LOT 13, LIBERTY CENTRE - PART ONE (FINAL PLAT RECORDED IN BOOK 52, PAGE 308 AT THE JOHNSON COUNTY RECORDER'S OFFICE) AND THAT PART OF LOT 12, LIBERTY CENTRE - PART ONE (FINAL PLAT RECORDED IN BOOK 47, PAGE 107 AT THE JOHNSON COUNTY RECORDER'S OFFICE) BEING CENTERED ON THE CENTERLINE DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 2, SAID CORNER ALSO BEING THE SOUTHEASTERLY CORNER OF SAID LOT 12, AT WHICH POINT THE EASEMENT IS 15 FEET IN WIDTH; THENCE SOUTH 54° 07' 30" WEST 67.41 FEET ALONG THE NORTHERLY LINE OF SAID LOT 2, SAID LINE ALSO BEING THE SOUTHERLY LINE OF SAID LOT 12, AT WHICH POINT THE EASEMENT CHANGES IN WIDTH FROM 15 FEET TO 25 FEET; THENCE NORTH 54° 55' 08" WEST 21.88 FEET; THENCE SOUTH 77° 51' 03" WEST 56.00 FEET; THENCE SOUTH 72° 22' 32" WEST 109.50 FEET; THENCE SOUTH 16° 00' 59" EAST 82.41 FEET TO SAID NORTHERLY LINE OF SAID LOT 2 AND SAID SOUTHERLY LINE OF SAID LOT 12; THENCE SOUTH 54° 07' 30" WEST 27.80 FEET ALONG SAID NORTHERLY LINE OF SAID LOT 2 AND SAID SOUTHERLY LINE OF SAID LOT 12 TO THE NORTHWEST CORNER OF SAID LOT 2, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 12. THE SIDELINES OF SAID 15 FOOT AND 25 FOOT WIDE STORM SEWER AND DRAINAGE EASEMENT ARE 7.5 FEET AND 12.5 FEET, RESPECTIVELY, IN PERPENDICULAR DISTANCE RIGHT AND LEFT OF SAID CENTERLINE AND ARE TO BE LENGTHENED OR SHORTENED TO MEET AT THE ANGLE POINTS, CONTAINING 8,397 SQUARE FEET (0.19 ACRE) MORE OR LESS.

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

APPROVED AND ADOPTED this 26th day of April, 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



Storm Water GIS Project

SAM, LLC.
PROFESSIONAL SERVICES AGREEMENT

For

NORTH LIBERTY, IOWA

PROJECT NAME
Storm Water GPS Mapping and GIS
Development

Prepared for:

Tracey Mulcahy
Assistant City Administrator/City Clerk
City of North Liberty
1 Quail Creek Circle
North Liberty, IA 52317

By:

Kirk Larson, Director of GIS Operations
SAM, LLC.
501 N Market Street
Maryville, MO 64468
(660)562-0050

Submittal Date:
April 14, 2022

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT made and entered into by and between the City of North Liberty, (hereafter referred to as “CLIENT”) and SAM, LLC, whose principal place of business is located at 501 North Market, Maryville, Missouri, (hereafter referred to as the “COMPANY”).

PURPOSE AND INTENT

This agreement covers the data collection, creation and construction of a utility GIS program for The City of North Liberty, including the development of utility features in accordance with the attached Scope of Services in ATTACHMENT A for a GIS Implementation Program.

WITNESSETH

WHEREAS, the COMPANY shall provide all qualified personnel and materials as required for the implementation of a utility GIS program for the CLIENT, and;

WHEREAS, the COMPANY has prior experience in this and/or other related mapping projects and therefore has a complete understanding of the needs and purpose of this utility GIS program and;

WHEREAS, the CLIENT desires to utilize the GIS services of the COMPANY;

NOW HEREWITH, the COMPANY agrees to execute this program and provide the services as outlined in the attached specifications known as ATTACHMENT A, herein made a part of this agreement.

SECTION ONE- GENERAL PROVISIONS

- I.1 Whenever the term “CLIENT” is used, it shall mean The City of North Liberty.
- I.2 Whenever the term “COMPANY” is used, it shall mean SAM, LLC.
- I.3 Whenever the term “GIS” is used, it shall mean Geographic Information System.
- I.4 Whenever the term “ATTACHMENT A” is used, it shall mean the ATTACHMENT A – Scope of Services Document dated April 14, 2022.
- I.5 This contract between The City of North Liberty and SAM, LLC shall be deemed an Iowa contract and shall be governed by the Laws of the State of Iowa. It is specifically understood by the parties that this contract is not a contract with the State of Iowa. The COMPANY shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or any resulting agreement or its rights, title, or interest therein, or its power to execute such agreement, to any other person, COMPANY, or corporation, without the previous written approval of the CLIENT.
- I.6 At the conclusion of this contract or in the event this agreement terminates, all work products of any kind and description shall become the property of the CLIENT.

- 1.7 Whenever the term “AGREEMENT”, is used, it shall mean this document and all attachments and addendum and shall constitute the full agreement and complete contract between the parties except as amended according to Section 10.
- 1.8 COMPANY agrees to save and hold harmless the CLIENT and its agents, servants, and employees of, and from, any and all liabilities, expenses, causes of action, damages and attorney’s fees resulting, or to result, from any of the COMPANY’s business or operations resulting from any act or omission of the COMPANY’s agents, servants or employees.
- 1.9 COMPANY shall comply with all applicable laws, ordinances, codes, and regulations, including all applicable OSHA regulations, in the performance of this contract. If the COMPANY is contacted by any federal, state, county, or CLIENT agency, or any private agency, regarding any aspect of this AGREEMENT, the COMPANY shall promptly contact the CLIENT and shall not respond to the agency without being expressly authorized by the CLIENT to do so.

SECTION TWO - ADDITIONAL PROVISIONS

- 2.1 The Assistant City Administrator/City Clerk shall designate the employees to be trained on the GIS program. Training provided by the COMPANY shall be sufficient to familiarize the CLIENT’S designated employees to operate and work within the GIS program.
- 2.2 The COMPANY shall, at the request of the CLIENT, prepare and present to the CLIENT, a progress report for each phase of the project.
- 2.3 During the term of this agreement and at all times COMPANY provides services to CLIENT, COMPANY shall have in effect commercial general liability insurance, automobile liability insurance and workers compensation and employers' liability insurance in those amounts set forth on the Certificate of Liability Insurance attached hereto.
- 2.4 COMPANY shall provide to the CLIENT, as Certificate Holder, a current certificate of insurance reflecting those coverage's set forth on the attached certificate that will remain in effect at all times COMPANY provides services to the CLIENT under this AGREEMENT.

SECTION THREE - SCOPE OF SERVICES

- 3.1 COMPANY agrees to perform the Scope of Services outlined in Attachment A of this AGREEMENT. Attachment A is hereby incorporated into this AGREEMENT.

SECTION FOUR - PROSECUTION OF WORK AND COMPLETION

- 4.1 The COMPANY shall commence the work to be performed under ATTACHMENT A of this AGREEMENT after acceptance and project schedule approval by the CLIENT and COMPANY.
- 4.2 The COMPANY shall carry on the GIS Implementation program without interruption and shall make available to the CLIENT all work that has been completed and approved by the CLIENT to be used by the CLIENT during and at the completion of this contract agreement.
- 4.3 Final delivery of all approved items for each phase as identified in ATTACHMENT A shall be made to the CLIENT by the COMPANY within five (5) months from the commencement date defined in the project schedule.

- 4.4 No extension time shall be granted to the COMPANY unless the request for an extension is made in writing fifteen (15) days prior to the expiration date of this contract. The request must be approved by the CLIENT and must be based on one or more of the following:
 - 4.4.1 Acts of nature that directly affects the COMPANY's ability to perform.
 - 4.4.2 Acts of government agencies that may affect the COMPANY'S performance.
 - 4.4.3 Circumstances beyond the control of the COMPANY and not due to any negligence on the part of the COMPANY or its employees (fire, floods, emergencies, or delay brought about by others, etc.)

SECTION FIVE – FEES FOR SERVICE AND METHOD OF PAYMENT

- 5.1 For the performance of the AGREEMENT by the COMPANY, the CLIENT shall pay the COMPANY the rate as listed below for the scope of work and deliverables in ATTACHMENT A of this agreement on a maximum of 3,800 storm water structures. This agreement has a not to exceed cost of \$190,000.00. Structures in excess of 3,800 will require a separate or supplemental agreement between the COMPANY and CLIENT. Fee Schedule will be itemized as follows:
 - 5.1.1 Storm Sewer Network \$50/per structure
- 5.2 CLIENT reserves the right to request additional work and changes where unforeseen conditions require changes and work beyond the scope of services in ATTACHMENT A. Additional work requested by CLIENT or recommended by the COMPANY, that is not part of ATTACHMENT A of the AGREEMENT shall require a supplemental agreement and must be approved by both the CLIENT and COMPANY prior to performing any additional work or changes, or incurring any additional costs therefore.
- 5.3 Any change in compensation shall be covered in the supplement agreement. COMPANY shall not be compensated for additional work beyond ATTACHMENT A when the CLIENT has not given prior written approval to the COMPANY.
- 5.4 All work performed under this AGREEMENT will be invoice by the COMPANY to the CLIENT on a monthly basis throughout the duration of the project. The CLIENT shall remit payment on invoices submitted by the COMPANY within 30 calendar days.
- 5.5 Invoices unpaid after 45 days may be subject to a monthly service charge of 1.5% on the unpaid balance. In the event any portion of an account remains unpaid 120 days after the invoice date, COMPANY may institute collection action and CLIENT shall pay all costs of collection, including reasonable attorney's fees.

SECTION SIX - OWNERSHIP AND DISTRIBUTION OF MATERIAL

- 6.1 Ownership of all data and materials created for the performance of this agreement as identified in ATTACHMENT A involved herein shall belong to the CLIENT.
- 6.2 No copyright of any nature shall be granted to the COMPANY by the CLIENT relative to any material or product resulting from this agreement and GIS Implementation program.
- 6.3 One-Time or subsequent requests for electronic data files and/or web-based GIS access will not be provided or distributed to any third party without the CLIENT'S written consent. COMPANY

reserves the right to charge any third party for time and materials associated with preparation and delivery of the CLIENT'S data.

SECTION SEVEN - CLIENT RESPONSIBILITIES

- 7.1 CLIENT will be responsible for public communication to citizens within the project's geographical boundaries. Prior to commencement of the project, CLIENT will provide to the COMPANY with a document signed by an authorized CLIENT agent briefly explaining the project and stating the appropriate contact method for the CLIENT.
- 7.2 CLIENT will be responsible for ensuring all desired employees are present for the project kick-off meeting when the COMPANY'S Project Manager comes on-site for the Kick-Off Meeting. It is the CLIENT'S responsibility to communicate to any employees not present at the Kick-Off meeting.
- 7.3 CLIENT will designate the employees who will receive training on the GIS program and will ensure they are present for the four (4) hours of training provided by the COMPANY. Additional or Subsequent training requests are considered supplemental services.
- 7.4 CLIENT will be responsible for any and all costs associated with obtaining GIS data from 3rd parties for the purpose of integrating into the GIS program developed by the COMPANY.
- 7.5 CLIENT shall, at the request of the COMPANY, uncover and provide access to features documented in the report provided by the COMPANY within 90 days of notification by the COMPANY. In the event the CLIENT does not uncover or make accessible those features within 90 days of notification by the COMPANY, the COMPANY reserves the right to treat additional field work as it pertains to the features listed in the report provided by the COMPANY, as supplemental services complying with the guidelines in Section 5 of this agreement. COMPANY reserves the right to adjust the final deliverable date as defined in Section 4 in accordance with any delays on the part of the CLIENT in excess of 90 days.
- 7.6 CLIENT will be responsible for completing and returning draft and check plot maps to the COMPANY within 45 days of receipt. COMPANY reserves the right to adjust the final deliverable date as defined in Section 4 in accordance with any delays on the part of the CLIENT in returning draft and check plot maps to the COMPANY.
- 7.7 CLIENT will be responsible for hardware and software updates and set-up to CLIENT-end personal computers, tablets, and smart phones as COMPANY'S maintenance and development responsibilities to the CLIENT only apply to server-end (COMPANY-end) software and systems. CLIENT responsibilities include making necessary web browser updates and general device maintenance to maximize the performance of the CLIENT'S web-based GIS program.
- 7.8 CLIENT designates the Assistant City Administrator/City Clerk as the internal staff member who will serve as the main project contact for the COMPANY, oversee and accept the completed work by the COMPANY for the CLIENT as work proceeds and is completed under this AGREEMENT.

SECTION EIGHT – COMPANY PERSONNEL AND RESPONSIBILITIES

- 8.1 The COMPANY shall use competent employees in the performance of this contract. All employees must have sufficient skill and experience to properly perform the work assigned.
- 8.2 COMPANY Employees with the responsibility of carrying out highly technical portions of this contract shall have sufficient education, training or experience in such work to perform it properly and satisfactorily in the manner outlined in these specifications.
- 8.3 It is understood and agreed that all personnel, except as provided elsewhere in this agreement, shall be employees of the COMPANY. It is understood and agreed that the CLIENT may require the COMPANY to remove from the project any person the CLIENT considers being incompetent or negligent in the performance of his or her duties or who is guilty of misconduct, and such person shall not be re-employed on the project.
- 8.4 The COMPANY assigns Ethan Herbek, as the project manager for this project. The project manager will administer the scope of services as defined in ATTACHMENT A, schedule the installation of the GIS for the CLIENT, confirm that the utility GIS mapping system is operational, and provide training.

SECTION NINE - TERMINATION OF CONTRACT

- 9.1 If, for any reason, the COMPANY shall fail to fulfill its obligation in a timely and proper manner under this contract, or, if the COMPANY shall violate any of the covenants, agreements, or stipulations of this contract, or, if a petition in bankruptcy or for reorganization under the Bankruptcy Code is filed by or against the COMPANY, or an order is entered adjudicating the COMPANY bankrupt or insolvent, or a trustee, receiver or custodian is appointed for the COMPANY, or an assignment for the benefit of creditors of the COMPANY is made, the CLIENT shall thereupon have the right to terminate this agreement on ten (10) days written notice by the CLIENT.

SECTION TEN - CONTRACT AMENDMENTS OR ADDITIONS

- 10.1 No amendments or additions shall be made to these technical specifications without a written and signed agreement by both the CLIENT and the principal or principals of the COMPANY under this AGREEMENT.
- 10.2 Matt Sorensen and Kirk Larson are the appointed individuals with the COMPANY that have the authority to make amendments or additions to the AGREEMENT.
- 10.3 The Assistant City Administrator/City Clerk will oversee and accept the completed work by the COMPANY for the CLIENT as work proceeds under this AGREEMENT.

SAM, LLC AND NORTH LIBERTY, IOWA PROFESSIONAL SERVICE AGREEMENT

This **AGREEMENT** is approved and accepted by the **CLIENT** and **COMPANY** upon both parties signing and dating the **AGREEMENT**. The effective date of the **AGREEMENT** shall be the last date entered below.

THE CITY OF NORTH LIBERTY, IOWA

APPROVED BY: _____

Printed/Typed Name: _____

Title: _____ Date: _____

Attest: _____

SAM, LLC

APPROVED BY: _____ 

Printed/Typed Name: _____ Kirk Larson

Title: _____ Director of GIS Operations Date: _____ April 14, 2022

Attachment A: SAM, LLC

April 14, 2022



Surveying & Mapping, LLC (SAM)

April 14, 2022

SUBMITTED TO:
North Liberty, Iowa

PROPOSAL FOR:
Utility GIS Mapping & Data Collection

Proposal Contact: Erin Allen
Office: 660.562.0050 | Direct: 660.215.7091 | erin.allen@sam.biz

SAM, LLC GIS Office
www.sam.biz | 501 North Market | Maryville, MO 64468
Office: 660.562.0050

Surveying And Mapping, LLC

Founded in Austin, Texas in 1994 and celebrating 28 years of providing quality services and deliverables, **Surveying And Mapping, LLC (SAM)** has expanded from its initial offering of professional land surveying services, to providing a complete suite of geospatial solutions and specialized construction phase services. With a guiding principle of providing only the highest quality services to our clients, SAM continually looks for opportunities to expand our geographic reach, introduce additional services and broaden the markets we serve.

To achieve this goal, SAM has acquired some of the most experienced and professional consulting firms across the United States. One of our most recent additions to the SAM family of companies, **Midland GIS Solutions**, a full-service GIS development firm. Over the last 20 years, Midland GIS has grown through a vision that long-term GIS success is dependent on the highest level of accuracy, proper database design and the ability to ensure each and every department within an organization can benefit from their GIS.

Today, delivering GIS services as a single company, SAM has established a technical infrastructure to support and maintain web-based and mobile asset management programs, along with custom GIS applications. With these tools, SAM ensures that every client, regardless of size and resources, can implement an enterprise GIS program to manage everything from land parcels, transportation infrastructure and utility assets to workorders in a secure, user-friendly website built on the latest Esri® technology.

SAM's complete geospatial approach gives us the tools and skills to develop efficient and customized solutions for projects of any scale. This gives our clients the benefit of a single point of contact for a comprehensive set of GIS, surveying and mapping products. The size of our available workforce means we are able to use these tools effectively to accomplish even large-scale projects on accelerated schedules. With our focus on quality and timely delivery, we are proud to have a high rate of repeat business and positive client referrals.

GIS Services

SAM specializes in geospatial services for water & sewer, electric utilities and transportation infrastructure. With specialized teams of full-time, trained GPS field technicians, utilizing precision-accurate GPS equipment and cutting-edge Esri software, our staff is dedicated to accurately locating assets and completing inspections and condition assessments for the sole purpose of GIS data integration. Our geospatial services include:

- GPS Field Mapping
- Utility/Infrastructure Data Collection
- Asset Management Programs
- Utility Inspections
- GIS Data Development
- Data Conversion
- Consulting
- SL-RAT Sewer Acoustic Inspection
- GIS Mapping
- Custom Programming
- Web-Based, Mobile GIS Programs
- Maintenance & Support
- Parcel Mapping
- Specialized Training
- 911 (NG911) GIS Services
- Vegetation Management

Professional Services



Geographic Information System (GIS) Services



Professional Land Surveying



Building Information Modeling (BIM)



Aerial Mapping & Photogrammetry



Subsurface Utility Engineering & Utility Coordination



Airborne, Mobile & Terrestrial LiDAR



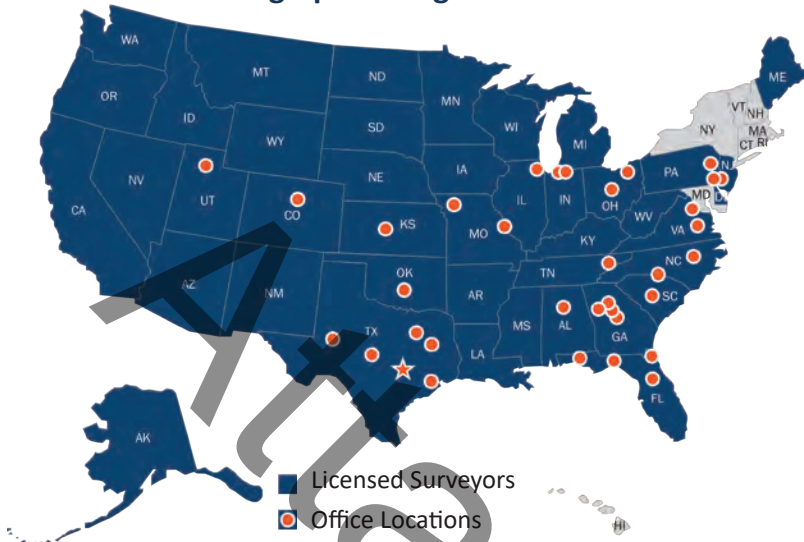
Construction Phase Services

Attachment A: SAM, LLC

Firm Profile | North Liberty, Iowa

Geographic Range of SAM

Office Locations



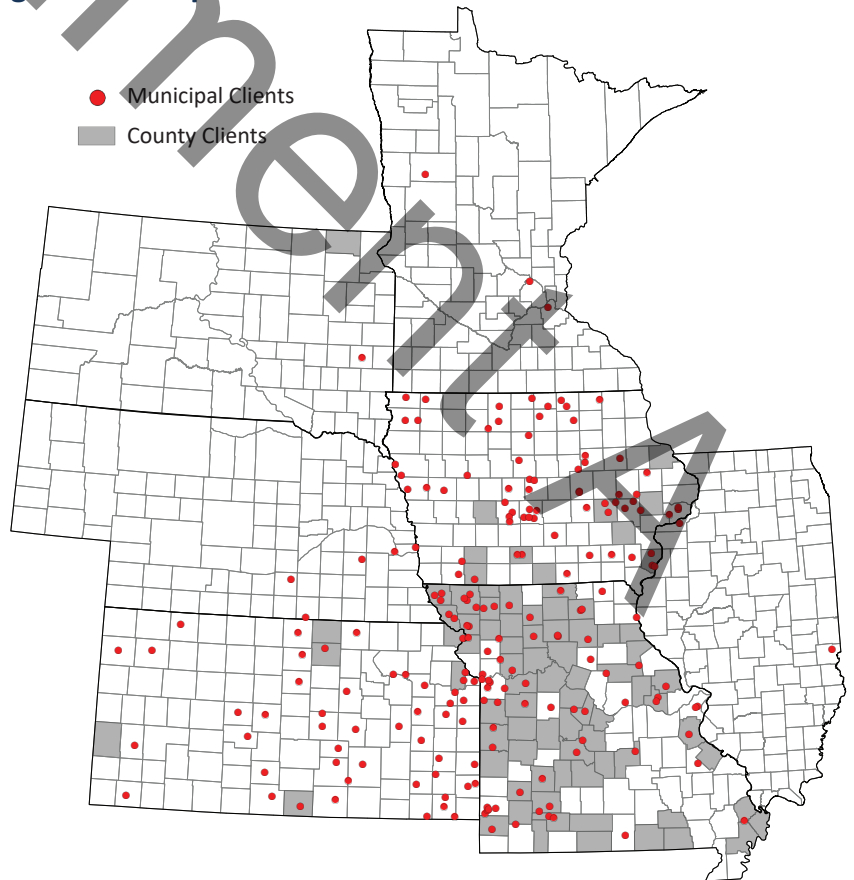
- Austin, TX (Headquarters)
- Atlanta, GA (2)
- Birmingham, AL
- Brodheadsville, PA
- Charlotte, NC
- Chicago, IL
- Chipley, FL
- Columbia, SC
- Columbus, OH (2)
- Dallas, TX
- Denver, CO
- Elkhart, IN
- Gainesville, VA (NoVA)
- Great Bend, KS
- Houston, TX
- Jacksonville, FL
- Knoxville, TN
- Macon, GA
- Mason, TX
- Maryville, MO
- McDonough, GA
- Midland, TX
- Moorestown, NJ
- New Carlisle, IN
- Niceville, FL
- Orlando, FL
- Philadelphia, PA
- Purcell, OK
- Raleigh, NC
- Richmond, VA
- St. Louis, MO
- Salt Lake City, UT
- Tallahassee, FL
- Tyler, TX
- Youngstown, OH



SAM is pleased to be a part of the Esri Partner Network. Although we focus most of our GIS development, customization, and implementation efforts on Esri-based applications, we can easily handle data from, interface with, and deliver data to other GIS and CAD systems.

Regional GIS Experience

The inset map shows the 7-state region that the SAM GIS office regularly serves and is a testament to our experience in GIS and GPS mapping, data development and utility asset management solutions throughout the Country. Whether a community of 500, or a metropolitan city of 150,000+, SAM has the experience, equipment and manpower to serve you. SAM has designed and implemented over 225 successful utility GIS projects in this area, many of which are maintained on the Integrity GIS platform.



Attachment A: SAM, LLC

North Liberty, Iowa | Statement of Qualifications

For over 20 years, SAM has designed reliable GIS programs on a foundation of the highest accuracy possible and our philosophy of **"Everything GIS. Done Right."**. This ensures every project is uniquely designed to accommodate individual client needs and future plans. SAM is consistently hired by clients based on qualifications, as demonstrated by our long-standing experience.

CAPACITY TO ACCOMPLISH WORK

SAM has teams of full-time, trained GPS field technicians, each led by a GPS field crew chief, dedicated to accurately locating utilities and completing inspections for the sole purpose of GIS data integration. GPS field crews at SAM travel throughout the Country providing GPS utility collection services on a daily basis. With crews stationed across the country, mobilization can be done quickly to meet any project budget and schedule.

All GPS field and technical staff at SAM are highly trained in all areas of GPS field collection and utility inspections and utilize precision-accurate GPS equipment and cutting-edge Esri software. Additionally, field staff have completed OSHA and Federal Traffic Safety training.

In addition to our knowledgeable field staff, SAM also maintains the professional staff and capacity to provide technical support to more than 100 clients on an annual basis. We provide service and support to our clients long after the implementation of their GIS data and software solutions. Municipal and utility clients also rely on SAM to periodically maintain their utility GIS program with GPS field updates. We are confident in our ability to provide exceptional GIS data collection services on projects of all sizes and complexities, while providing timely and outstanding technical support to each and every client.



Attachment A: SAM, LLC

Statement of Qualifications | North Liberty, Iowa

TECHNOLOGY

Since 2005, SAM has been an Esri Silver Business Partner. This partnership ensures that our staff is trained and experienced in the latest GIS software available. Esri is the worldwide leader in GIS software and we are proud to employ these technologies to develop every GIS program with the SAM name on it. Our professional staff specializes in a wide-range of GIS technologies, Esri software and integration with third-party applications.

GPS field crews at SAM are experts in data collectors and Global Positioning Systems (GPS), both Real-Time Kinematic (RTK) survey-grade and mapping-grade technologies. Our GPS data collection division boasts a fleet of state-of-the-art, reliable technologies to support the efforts of our crews.

Our programmers and technicians are skilled in numerous programming languages specific to spatial data and asset management functionality. SAM personnel routinely take advantage of the latest training opportunities for GIS software and GPS technology, all significant steps toward efficiency in GIS data collection and development. This commitment to providing the very best in GIS has earned SAM the trust of countless organizations, and an extensive list of references and supporters around the region. This diverse technology expertise additionally ensures our team can consult on compatibility and integration issues with third-party software platforms and external data sources.



WEB SERVICE INFRASTRUCTURE

Above and beyond the in-house technology for GIS development and GPS data collection, SAM has a significant back-end server infrastructure at our office in Maryville, Missouri. This system is designed to support the maintenance of hundreds of web-based and mobile GIS mapping programs. The GIS team at SAM securely maintains hundreds of independent web-based GIS and asset management programs for clients across the Midwest.

SAM maintains a secured, climate-controlled server room with a dedicated fiber connection. Websites consume ArcGIS Online services and are hosted in a virtual VMware ESXi environment run on a cluster of Dell PowerEdge R640 web servers and a Dell SAN SC4020 storage array. The server room is connected to a gas-powered generator to keep web servers up and running in case of a power outage. Our top priority is to ensure 24/7/365 access to the GIS system.

Programming Expertise

- SQL
- Visual Basic
- .NET
- HTML
- Java
- JavaScript
- C#
- Python
- Geocortex®

GPS Technology

- Sokkia
- Topcon
- Trimble
- Leica
- Carlson
- Juniper
- Allegro
- Collector for ArcGIS

Esri Technology

- ArcGIS 10.x
- ArcGIS Pro
- ArcGIS Enterprise
- ArcGIS Extensions
- ArcGIS Online

Attachment A: SAM, LLC

North Liberty, Iowa | Statement of Qualifications

COST CONTROL & TIME MANAGEMENT

With over 250 successful data collection projects, the management team at SAM takes pride in our ability to consistently set costs and project schedules for our clients. Additionally, every project has been delivered to our clients by the negotiated deadlines. This is only possible with leadership that has decades of combined experience and a strong team of professionals who routinely develop and deploy state-of-the-art GIS programs.

With the extensive capacity of data our team consistently processes, efficiency is paramount.

Our professionals constantly weigh the benefits of building automated programs to improve and streamline GIS development tasks, while avoiding those automated pitfalls that reduce or hinder our staff's ability to effectively recognize issues in the construction of good, clean spatial data.

Cost control issues are very important to our clients and SAM has a unique understanding of the skill set, technology and level of effort necessary to provide our clients with successful solutions. The use of the latest in GPS technology and software programs, research, development efforts, field standards and protocols enables SAM to deliver **everything GIS, done right** the first time.



Attachment A: SAM, LLC

Statement of Qualifications | North Liberty, Iowa

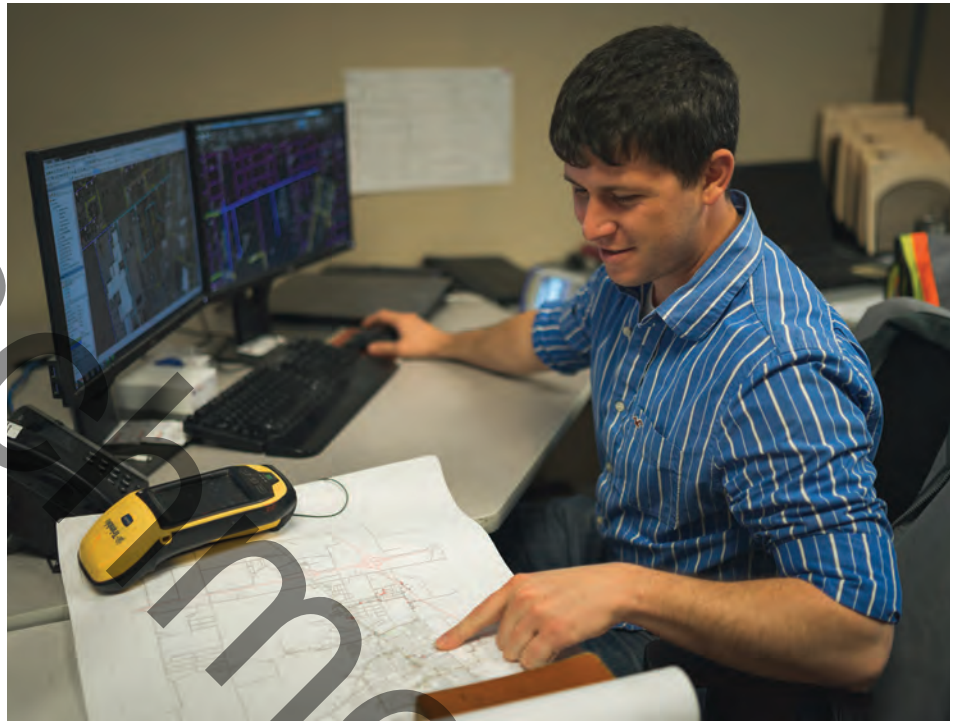
QUALITY ASSURANCE / QUALITY CONTROL

Effective Quality Assurance and Quality Control (QA/QC) procedures are crucial to the success and overall integrity of every project. Through the combined efforts of our project team, an emphasis on QA/QC is always a priority and each task executed has a system of checks and balances established for all personnel to follow. Elements of QA/QC can range from data collection checklists and GPS tolerance controls to analyzing network connectivity within the software environment.

As part of the QA/QC process, SAM will conduct a redundancy check on five (5) percent of the features previously shot during the project. After GPS locating the features a second time, SAM will compile and process the results against all data sets and verify that the required accuracy tolerance is being met.

Check plots are a crucial and unique step required in all SAM projects.

Although every effort is made to investigate, locate and properly map each asset, the input and feedback of the utility personnel is imperative to the approval of final data. Our project management team works with client staff to ensure we handle each piece of data properly and clients have the final say in how data is represented. Our efforts to ensure the highest quality products and services include:



- Custom QA/QC ArcGIS tools
- “Heads-up” QA/QC against base data or aerial photography
- Digital and hard-copy checks against field notes and as-built drawings
- Five (5)% redundancy check of all GPS collected data
- Printed check plots for review by the city
- Assurance that end product shows complete connectivity

Attachment A: SAM, LLC

North Liberty, Iowa | Specialized Experience

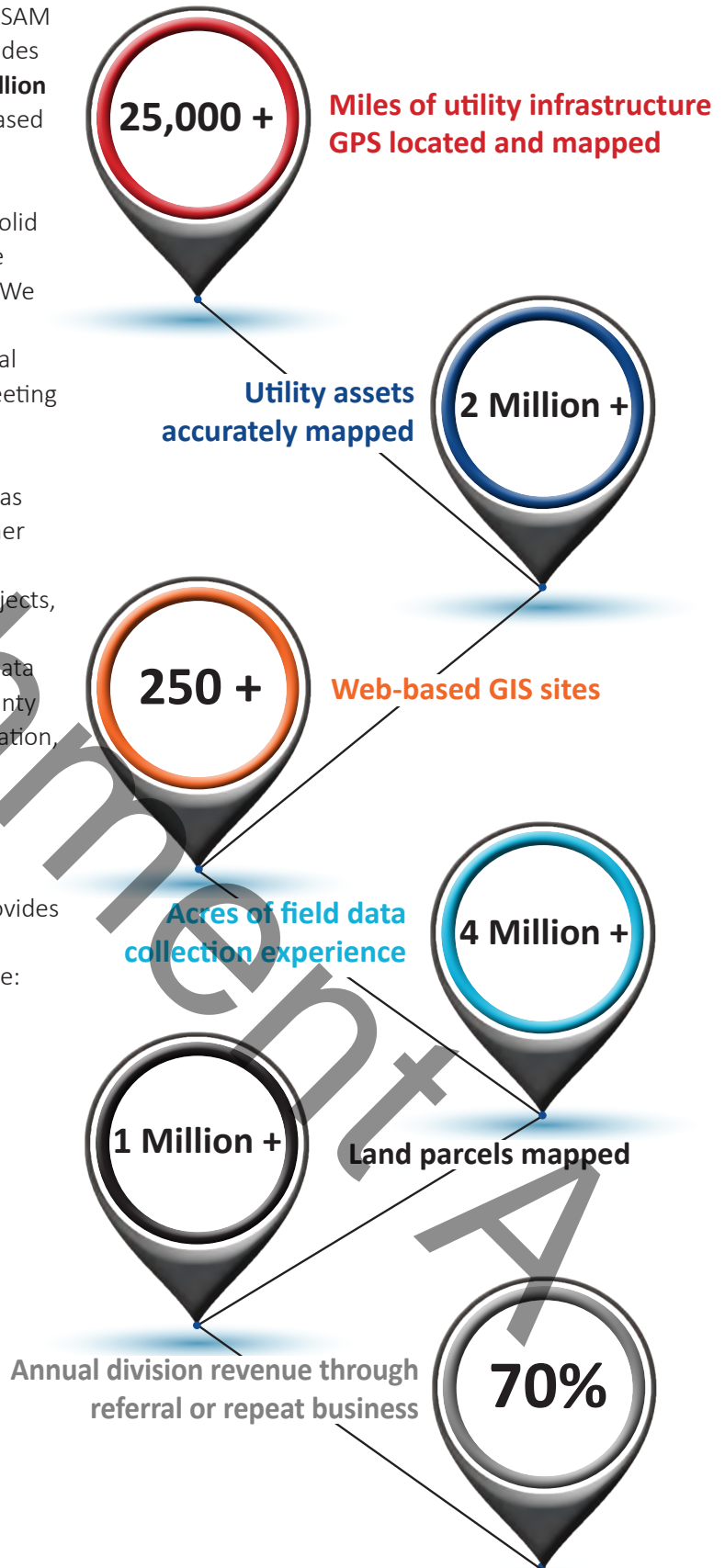
In the last five (5) years alone, the expert field crews of SAM have GPS mapped more than **822,000 assets**. This includes over **11,000 miles** of utility infrastructure across **2.4 million acres** of land. We have also built more than 200 web-based asset management and GIS programs.

As a full-service professional GIS firm, SAM provides a solid geospatial foundation for all of our clients to ensure the accuracy, integrity and longevity of their GIS programs. We provide exceptional GPS data collection on all projects, completing them on schedule with outstanding technical support. SAM is unsurpassed for project quality and meeting aggressive deadlines.

In addition to specializing in GPS data collection, SAM has worked with more counties in the Country than any other firm to accurately map over **one (1) million parcels** for countywide GIS development. On GIS development projects, our trained staff integrates the best aerial photography available into the digital mapping program. For utility data collection projects, our skilled technicians integrate county parcel and ownership data, planning and zoning information, state layers and much more.

The successful outcome of any GIS project requires a “**field to finish**” approach that starts with accurately collecting field data and leads to a GIS program that provides long-term solutions. SAM has set best practices for the following project-related activities in which we specialize:

- GPS data collection
- GIS mapping
- Parcel development
- Aerial photography integration
- Safety and procedures
- Establishing work sectors and timelines
- Public notification
- Geodatabase design
- Website maintenance
- Quality assurance and quality control
- Project status reports
- Inspections and condition assessment



Attachment A: SAM, LLC

Project Experience | North Liberty, Iowa

BURLINGTON, IOWA

POPULATION 24,974
2019



UTILITY &
INFRASTRUCTURE
DATA COLLECTION



GIS DATA
DEVELOPMENT &
MAPPING

After attempting GPS mapping internally, management in Burlington's utility department recognized a need for assistance in the development of a storm water GIS program. It was important to the city to obtain a high degree of accuracy for staff and contractor navigation in the field, have complete data to utilize in the capital improvement and engineering process, and to facilitate asset management and regulatory compliance. City staff were



working with incomplete data and updates were not being in a timely manner to support operations. Unhappy with the incomplete GIS data and inefficiencies it caused, Burlington selected SAM in 2019 based on qualifications to GPS locate, inspect and map the storm water network and ensure the final data was compatible with the City's GIS investment already in use and could be seamlessly integrated.

PROJECT CONTACT

Jesse Howe | City Engineer
howej@burlingtoniowa.org
319.753.8176

Burlington contracted SAM to map half of the storm water infrastructure, with plans to contract with SAM to complete the second half at a later time. Breaking the projects into two phases enabled the city to more easily budget the capital project. SAM's specialized utility GIS field crews utilized RTK survey-grade GPS to map all storm water features in the city. Beyond the horizontal and vertical GPS locations, every structure lid was opened and SAM crews performed a top-side condition assessment and inspection in order to support the city's regulatory compliance efforts. Based on the geodatabase designed for this project, SAM crews inventoried each structure, and collected attributes including depth, invert elevations, flow direction, pipe size, type, material and grate measurement. This process enables SAM clients to receive a turnkey data set that is ready for asset management and engineering.

With the ability to deliver data compatible across multiple platforms, SAM worked in conjunction with Burlington city staff and the Des Moines County GIS staff to design a dataset unique to the city's needs. The data assembled within GIS is a continuous network demonstrating the flow within this system that is located along the Mississippi River.

- Storm Water GIS Development
- Inventory & Inspection of all Utility Features
- RTK Survey-grade GPS Data Collection
- Web-based Integrity™ GIS Implementation
- Web-based Asset Management

WAVERLY, IOWA

POPULATION 10,094
2019-2021



UTILITY & INFRASTRUCTURE DATA COLLECTION



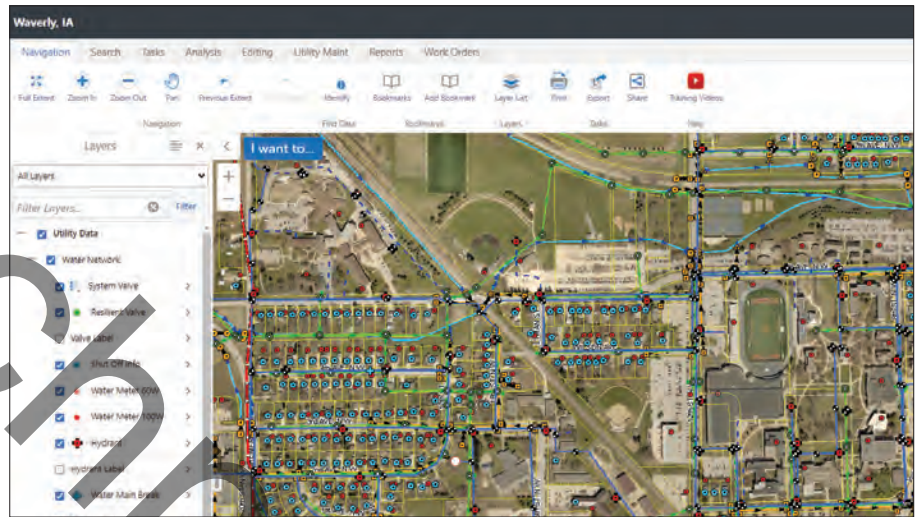
GIS DATA DEVELOPMENT & MAPPING



WEB-BASED, MOBILE GIS & ASSET MANAGEMENT

PROJECT CONTACT

James Bronner
City Administrator
319-352-9211
jwbronner@ci.waverly.ia.us



The City of Waverly, Iowa is a steadily growing community within the Waterloo-Cedar Falls metropolitan area. The city is responsible for water distribution, storm water and sanitary sewer utility infrastructure, utilizing CAD data in the field for navigating the systems. Staff turnover made updating utility data more difficult and the public works department was in search of a solution that would allow multiple staff to make updates from the office and in the field. SAM was selected based on qualifications to map the city's water, sanitary sewer and storm water networks.

SAM utilized RTK survey-grade technology to map all features in the utility networks, conducting in-field inspections of all attributes resulting in asset management capabilities for the city. When the data collection was complete, SAM built the GIS database in Integrity™, a web-based asset management and GIS solution for municipalities and utility companies developed and hosted by SAM.

Integrity's web-based framework allows a multi-user environment across any platform, including mobile devices. Any authorized user can access the geodatabase from anywhere, both online and offline. Those same authorized users can view, edit, manage and analyze the mapping data that is seamlessly updated for all users. SAM professionals also integrated the city's existing tree data layers into the GIS to enable custom searches for any tree maintained by the city.

Today, Waverly has a complete geodatabase with built-in features that allow the city to run custom queries, add and edit features within their utility data layers, conduct hydrant flow tests or valve exercises, run water main or hydrant reports all with pinpoint GPS accuracy and the most up-to-date aerial photography available to the city.

- RTK Survey-grade GPS Data Collection
- Inventory / Inspection of all Utility Attributes
- Utility Network GIS Development
- Web-based Integrity™ GIS implementation
- Additional Layers for County & City Tree Data

Attachment A: SAM, LLC

Project Experience | North Liberty, Iowa

TIFFIN, IOWA

POPULATION 3,361
2017, 2018, 2019



UTILITY &
INFRASTRUCTURE
DATA COLLECTION



GIS DATA
DEVELOPMENT &
MAPPING



WEB-BASED,
MOBILE GIS & ASSET
MANAGEMENT

PROJECT CONTACT

Doug Boldt
City Administrator / Clerk
dboldt@southslope.net
319.545.2572

The City of Tiffin, Iowa had been dealing with a combination of incomplete hard-copy maps and inaccurate CAD data for years leading up to 2017. Part of the Iowa City metropolitan area, it was important for the growing city to have their utility infrastructure completely mapped for maintenance and maintaining purposes. The City of Tiffin is responsible for the sanitary sewer, storm water and water distribution infrastructures.

Tiffin
Crossroads of the Heartland.

In search of a solution, Tiffin City Administration came across GIS and how a digitized geodatabase can provide many benefits to the city-owned utilities moving forward. Tiffin sent out requests for bids, and SAM was selected in 2017 based on qualifications and experience to begin a multi-year, multi-utility project.

In 2017, SAM began work on the water distribution network. RTK GPS methods were utilized by SAM to locate the city's water utility network. GPS surveys were referenced to the Iowa State Plane Coordinate System to allow for direct insertion into the GIS program developed for Tiffin. Horizontal (x,y) coordinates were obtained in the field for all utility features. In 2018 the sanitary sewer network was mapped in the same method, as was the storm water network in 2019, with the addition of vertical (z) elevations for both utilities.

Field inspections of all features provide condition ratings and attribute data collection for asset management capabilities moving forward. All collected data will be built into a geodatabase hosted through Integrity™, a web-based and mobile software solution that allows Tiffin to edit, maintain and analyze all of their GIS data. With built-in workflows for daily operations and utility asset management for municipal government, Tiffin can quickly access their mapping data on any computer or mobile device. This increases efficiencies in communication throughout various departments and to constituents, making for a user-friendly and cost-effective tool for Tiffin to access and update their GIS data in a multi-user environment.

- Multi-Year Project
- RTK Survey-Grade GPS Collection Methods
- Inventory & Inspection of all Utility Features
- Web-based Integrity™ GIS Implementation
- Web-based Asset Management & Workorders

Attachment A: SAM, LLC

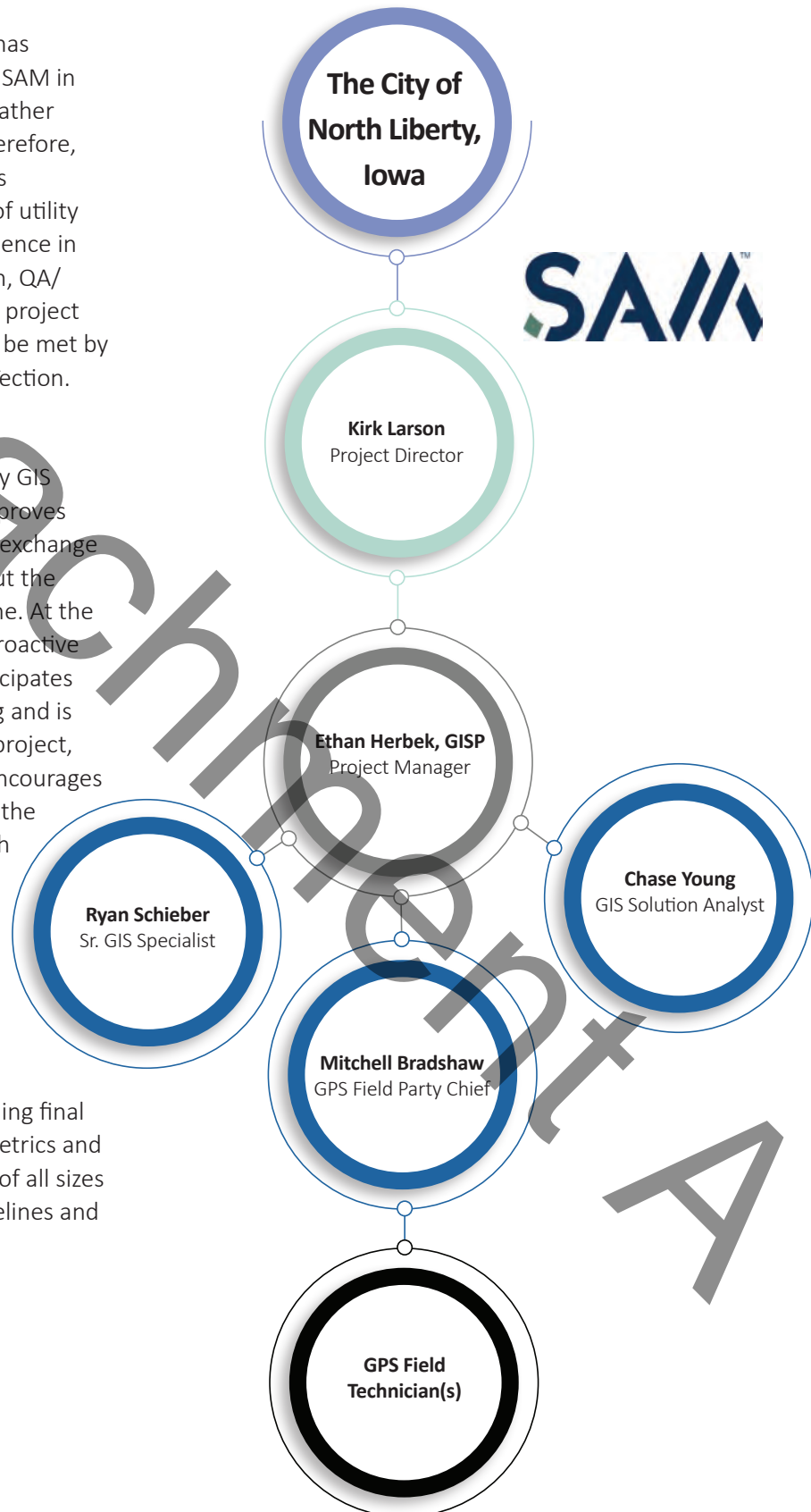
North Liberty, Iowa | Key Personnel

The “client-focused” approach and experience in project management has been the cornerstone of success for SAM in a market that does not expect, but rather demands, a high level of service. Therefore, the proposed team members for this project have a unique combination of utility infrastructure knowledge and experience in project management, data collection, QA/QC procedures and GIS mapping. All project requirements and specifications will be met by the key personnel identified in this section.

PROJECT MANAGEMENT

The completion of hundreds of utility GIS projects by SAM across the country proves the firm’s dedication to information exchange and open communication throughout the project to reach a successful outcome. At the foundation of this approach is our proactive management philosophy, which anticipates challenges, revolves around listening and is committed to partnering. On every project, SAM utilizes a team approach and encourages open communication channels with the client and their stakeholders to reach a successful outcome.

Project Manager, Ethan Herbek, will oversee all aspects of this data collection and GIS mapping project. This includes the kick-off meeting and geodatabase design, establishing cost controls and providing final deliverables and training. Internal metrics and procedures are in place for projects of all sizes and complexities to ensure that timelines and budgets are met.



Attachment A: SAM, LLC

Key Personnel | North Liberty, Iowa

Kirk Larson • Project Director • KIRK.LARSON@SAM.BIZ

EXPERIENCE

- SAM: 17 years
- Professional: 29 years

EDUCATION

B.S. Geography, NWMSU -
Maryville, MO

PROJECT MANAGEMENT

- 200+ municipal & utility GPS projects
- Coordinates resources & project schedules
- Administers cost controls
- Serves as contract administrator

Kirk Larson is a Director of GIS Operations at SAM. Since 2005, Kirk has overseen the development and implementation of more than 200 municipal and utility GPS projects. His experience includes working in local government as a GIS Coordinator and in the private sector in various project management roles.

As Project Director, Kirk is responsible for working closely with various levels of client personnel and stakeholders to solidify the scope of work and contractual obligations. On a daily basis, Kirk assists with project management tasks and ensures that project staff, technical planning, project schedules, budgeting, client communication and quality control expectations are being met and/or exceeded.

Kirk's unique understanding and knowledge of utility asset management and GPS field collection positions him as an expert in those fields. To share this expertise and successful approach to similar projects, Kirk attends and presents at numerous industry events on an annual basis that focus on sustaining and growing municipalities and utility companies throughout the Country.

Ethan Herbek, GISP • Project Manager • ETHAN.HERBEK@SAM.BIZ

EXPERIENCE

- SAM: 18 years
- Professional: 18 years

EDUCATION

B.S. Geography/GIS Minor,
NWMSU- Maryville, MO

CERTIFICATIONS

- GIS Professional (GISP) #71950
- National Association of Sewer Service Companies (NASSCO) – Completed Pipeline, Lateral and Manhole Assessment Certification Programs
- OSHA Certified in Occupational Safety and Health Training & Confined Spaces and Traffic Control for Field Engineering & Surveying

Ethan Herbek is experienced in GIS data development and GPS field data collection, serving in multiple management roles that include Municipal Project Supervisor, Field Supervisor, Utility GIS Specialist and Quality Control Manager. Ethan is capable of supervising and conducting all aspects of municipal GIS projects, from geodatabase design and GPS field data collection to GIS data integration and training.

On a daily basis, Ethan coordinates and manages GPS field personnel and GIS technicians. Ethan is also responsible for final geodatabase design to ensure that all aspects of GPS data and attribute collection are synchronized with the overall project plan. Ethan oversees and monitors all safety procedures and supervises day-to-day quality control during the GIS data creation portion of each data collection and asset inventory project.

As Project Manager, Ethan is responsible for the overall daily management of field data collection and GPS field personnel. Ethan ensures that all aspects of GPS data and attribute collection are synchronized with the overall project plan. He leads or attends all on-site project meetings, integrates new data within the existing geodatabase and ensures that any web services are updated as well.

Ryan Schieber • Sr. GIS Specialist • RYAN.SCHIEBER@SAM.BIZ

EXPERIENCE

- SAM: 20 years
- Professional: 20 years

EDUCATION

B.S. Geography & GIS, NWMSU - Maryville, MO

TECHNICAL EXPERTISE

- Esri ArcGIS Desktop, Pro, Enterprise
- Parcel fabric
- Geocortex®
- E911 addressing
- Geodatabase design
- Software installation and training
- Manages on-site & off-site backups

Ryan Schieber has more than 20 years of experience at SAM and provides a wide range of GIS development and conversion services. As Sr. GIS Specialist, Ryan manages the geodatabase design and coordinates the data development of all projects, oversees and assists with quality control procedures and provides technical support to clients on a daily basis. He is trained in the latest ArcGIS software and applications.

Ryan will use his vast experience in GIS data integration and development in overseeing the GIS program development portion of the project while assisting with any technical support issues, not providing technical support issues.

Chase Young • GIS Solution Analyst • CHASE.YOUNG@SAM.BIZ

EXPERIENCE

- SAM: 8 years
- Professional: 8 years

EDUCATION

B.S. GIS, NWMSU - Maryville, MO

TECHNICAL EXPERTISE

- GPS hardware and software knowledge and support
- Quality control / technical support protocols
- Geodatabase design / maintenance
- Esri ArcGIS Desktop and Pro

Chase Young serves as the GIS Solution Analyst on data development of secondary municipal layers and utility data. Chase has served in multiple capacities since joining SAM including GPS field technician, crew chief and Phase Manager. Chase is responsible for GIS mapping assets and utilities, data conversion and integration, quality control and quality assurance and provides technical support to clients on a daily basis.

Throughout every project, Chase works with the GIS Project Manager and GPS field staff to accurately map field collected data and attribute information into the city's GIS mapping program.

Mitchell Bradshaw • GPS Field Crew Chief

EXPERIENCE

- SAM: 8 years
- Professional: 8 years

TECHNICAL EXPERTISE

- RTK survey-grade GPS- Sokkia GRX1 and GRX 2, Topcon HiPer SR
- Mapping-grade GPS – Trimble Geo7X and R2
- Carlson SurvCE & PC, Collector, ArcPAD

Mitchell Bradshaw has more than eight (8) years of GPS field data collection and utility inspection experience with SAM. His knowledge in GPS data collection procedures and quality control measures ensures accuracy and efficiency on every project. As GPS Field Crew Chief, Mitchell trains all GPS Field Technicians in utilizing RTK survey-grade and mapping-grade GPS equipment. He is knowledgeable at identifying key components of all utility networks. Knowing critical asset types is essential in developing a clean and accurate geodatabase.

Mitchell will lead a GPS field crew to collect utility infrastructure data for the project. He will oversee data collection and inspections and field check all collected data prior to processing that information in the office. Mitchell will maintain communication with city staff when providing on-site GPS and GIS services.

Attachment A: SAM, LLC

Project Approach | North Liberty, Iowa

Project Kick-off

SAM will provide an on-site kick-off meeting and geodatabase design workshop with the City of North Liberty to start the project. The kick-off meeting is essential to developing open communication with the client and will help establish the guidelines and procedures of SAM for coordinating the project. The following important topics will be discussed and determined at the kick-off meeting:

COLLECT EXISTING DATA

SAM will acquire copies of existing and available mapping records, such as relevant GIS data, AutoCAD drawings, hard-copy utility maps, as-built information and historical utility drawings for use as reference during the project. All hard-copy maps will be scanned and returned to the city in a timely manner.

SAFETY AND PROCEDURES

SAM will review safety and field procedures during the kick-off meeting to ensure the safety of field staff, city staff and the citizens of North Liberty throughout the data collection phase of the project. SAM follows a strict safety and procedures manual and requires all SAM employees to attend internal quarterly safety meetings to review procedures and concerns.

At all times, field staff will be wearing the required Class II traffic safety vests and all field vehicles will be clearly marked with company information and have the required safety lights for operation while in public right-of-way. GPS field personnel have acquired OSHA training and certification for "Traffic Control for Field Engineering & Surveyors" and "Confined Spaces". Proper traffic control signage will be utilized when necessary while operating in public right-of-way. If required, due to traffic concerns, SAM will operate during non-peak hours to obtain field locates and inspections. If SAM staff has concerns about their safety, the appropriate city staff or local law enforcement will be contacted.



PROJECT TIMELINE AND MILESTONES

SAM will review and discuss the anticipated project timeline and milestones with the City of North Liberty during the kick-off meeting. Any level of responsibility required of the city (i.e. providing existing data, pre-locating utilities, etc.) will be discussed and taken into consideration when finalizing the overall project timeline. Internal and external cost controls, along with any modifications to the proposed project schedule at the request of the city will be discussed during the kick-off meeting.

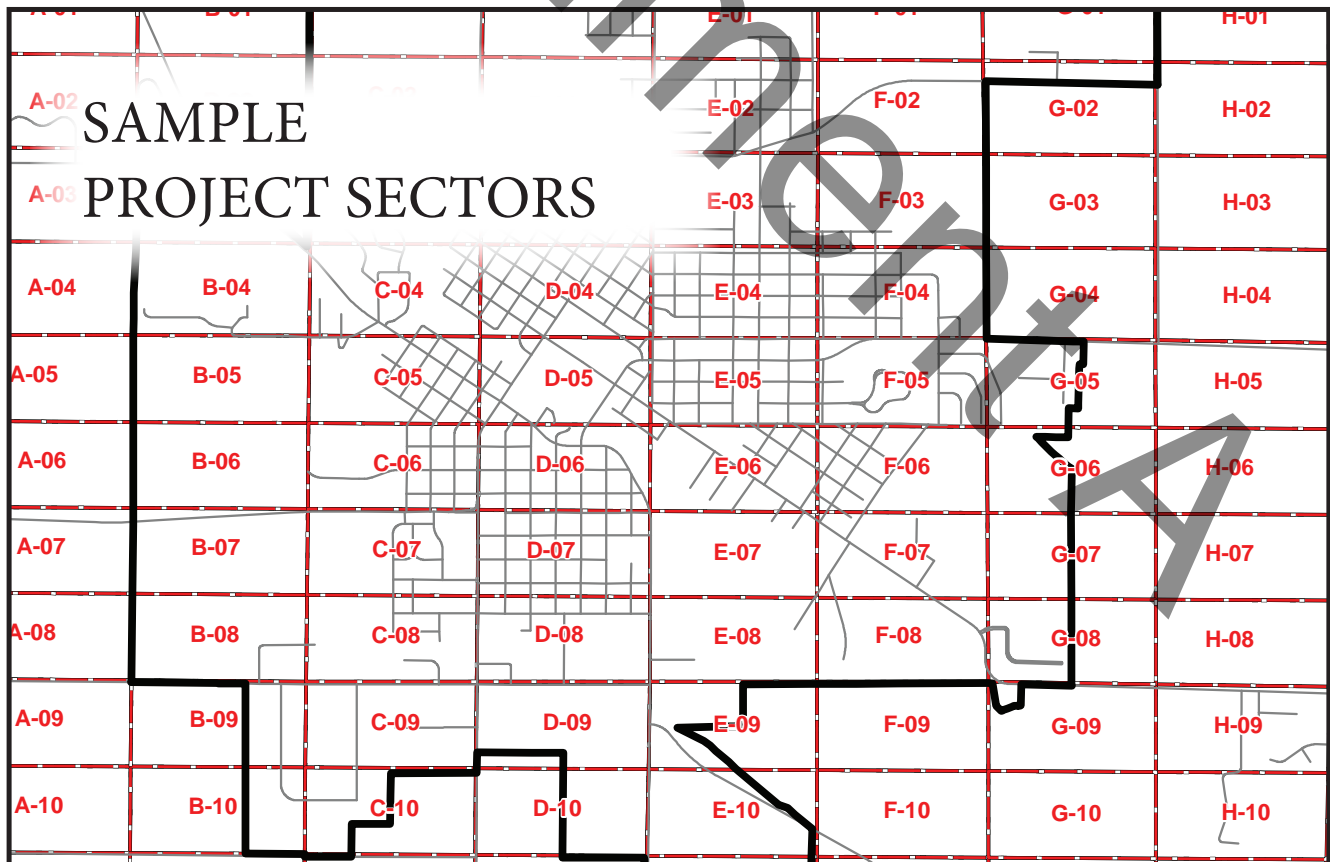
WORK SECTOR DEFINITION

SAM will work with city staff to define a grid and identify work sectors for the entire project area. The creation of these work sectors serves two very distinct and important roles during the project. First, the project sectors will be utilized by SAM field staff as a quality measure. Field staff will work within each sector and complete all locates and inspections required prior to moving on to the next sector. This allows for an efficient method of data collection and translates into cost savings and overall project quality.

Another benefit of working within project sectors is to provide city staff with an effective method to track progress and know exactly what part of the city SAM field staff is working in. The work sectors also facilitate preplanning during morning meetings for traffic control, city staff assistance and project reports to North Liberty.

PUBLIC NOTIFICATION

SAM will work with city staff to ensure proper citizen notification. It has been our experience on similar projects that informing citizens about the field work will help to alleviate any concerns local residents may have. Notifications at City Hall, utility billing offices and the local newspaper or public access channel (if available) is highly recommended. SAM field staff will carry an informational letter on letterhead from the City of North Liberty describing the project and the proper contact information in the event there are concerns from the public. It is also recommended that local law enforcement be notified about the project and that SAM field staff will be working in the area.



Attachment A: SAM, LLC

Technical Work Plan | North Liberty, Iowa

GEODATABASE DESIGN WORKSHOP

The most critical aspect of developing a functional GIS program is the development of the geodatabase. A geodatabase is a logical single-file format for organizing spatial data and corresponding datasets.

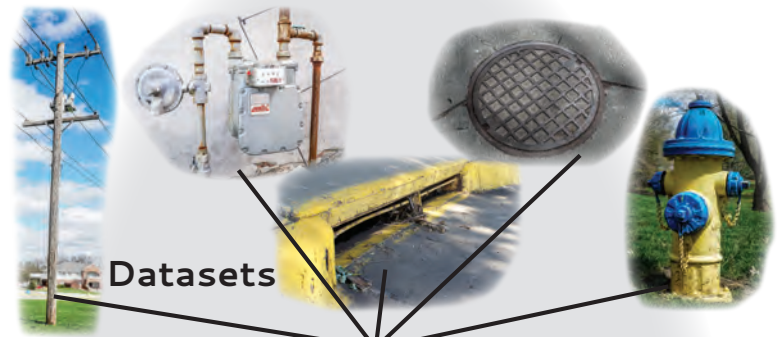
When creating the overall design of the geodatabase for North Liberty, SAM will take into consideration the best model and structure to meet the needs of the city. The geodatabase will also be based on previous models from SAM, the published Esri utility model and future GIS needs, as identified by North Liberty. Developing an accurate and functional geodatabase will enable users to:

- Store all GIS-related data in a centralized location
- Apply rules and relationships to the data
- Create a consistent and accurate spatial database
- Define relationship classes
- Define topological enforcement rules
- Ensure multi-user access and editing capabilities

Custom domains (pre-defined menus) will be built for each layer during the geodatabase design. These domains will be added to the custom field inspection application from SAM to ensure that field staff will collect clean and consistent data throughout the utility project. These domains will also be utilized by city staff for future management of the geodatabase to help simplify the editing and data management processes.

The upfront design process by SAM enables field personnel to collect data in a rule-based environment. This minimizes field coding errors by predefining attribute tables used in the field and maintains consistency in the data collection process.

Geodatabase Design



Build the Geodatabase



GPS Data Collection



Final Data



GPS Data Collection

SAM routinely utilizes Real-Time Kinematic (RTK) survey-grade and mapping-grade GPS technologies to locate utility infrastructure. RTK survey-grade technology is utilized for locating utility assets associated with sanitary sewer, storm water, gas and water features, resulting in centimeter-level accuracy (+/- 2 centimeters) and accurate elevations for sanitary sewer and storm water. Mapping-grade GPS equipment is utilized for locating electric and fiber utility infrastructure and provides decimeter-level accuracy (+/- 4 inches).



For this project, SAM will utilize RTK survey-grade GPS methods to locate the city's storm water utility network contained in the defined project limits. GPS surveys will be referenced to the Iowa State Plane Coordinate System to allow for direct insertion into the GIS program developed for North Liberty. Horizontal (x,y) and vertical (z) coordinates will be obtained in the field for all utility features. Captured features through GPS surveys will include all features designated by North Liberty during the planning phase of the project.

After thorough investigation by SAM field staff, a report containing all utility features to be located that were not found, or determined to be inaccessible, will be submitted to the City of North Liberty. SAM will work with city staff to locate utility features during the clean-up phase of the project. This will allow SAM to collect features in a quicker and more efficient manner, translating into cost savings for North Liberty and minimizing the impact on city staff.

DATA CONSISTENCY

SAM will employ our customized data collection field application that has been successfully used on other similar projects. All field data will be predefined for field staff to ensure accurate and consistent attribute collection. Field staff will run the custom application on the GPS controller unit to allow for quick and easy identification and navigation of the utility features.

DATA SECURITY & BACK UP

SAM will download and process the GPS field data for insertion into the project geodatabase. All data will be downloaded, transferred and backed up nightly via the internet to the SAM GIS office in Maryville, MO.

Every safeguard has been implemented to ensure that hardware or software failure does not interfere or risk our accurate data collection efforts in the field.



GPS REDUNDANCY CHECK

SAM will GPS locate five (5) percent of the features previously shot during the project. This process is part of the SAM standard field protocol and will be employed during the North Liberty project. SAM will compile and process the results against the original dataset and verify the required accuracy tolerance is being met.

Attachment A: SAM, LLC

Technical Work Plan | North Liberty, Iowa

Storm Water Network GPS Data Collection

Horizontal (x,y) coordinates and vertical (z) elevations will be obtained in the field for the storm water facilities. Aboveground utility features will be collected at sub-centimeter horizontal and vertical accuracies.

STORM WATER STRUCTURES TO BE LOCATED:

- Manholes
- Boxes
- Inlets
- Outfalls
- Junctions

Inlets that are inaccessible by GPS due to tree cover or satellite visibility will be noted and shot utilizing traditional survey methods. All data will be coded in reference to method of collection.

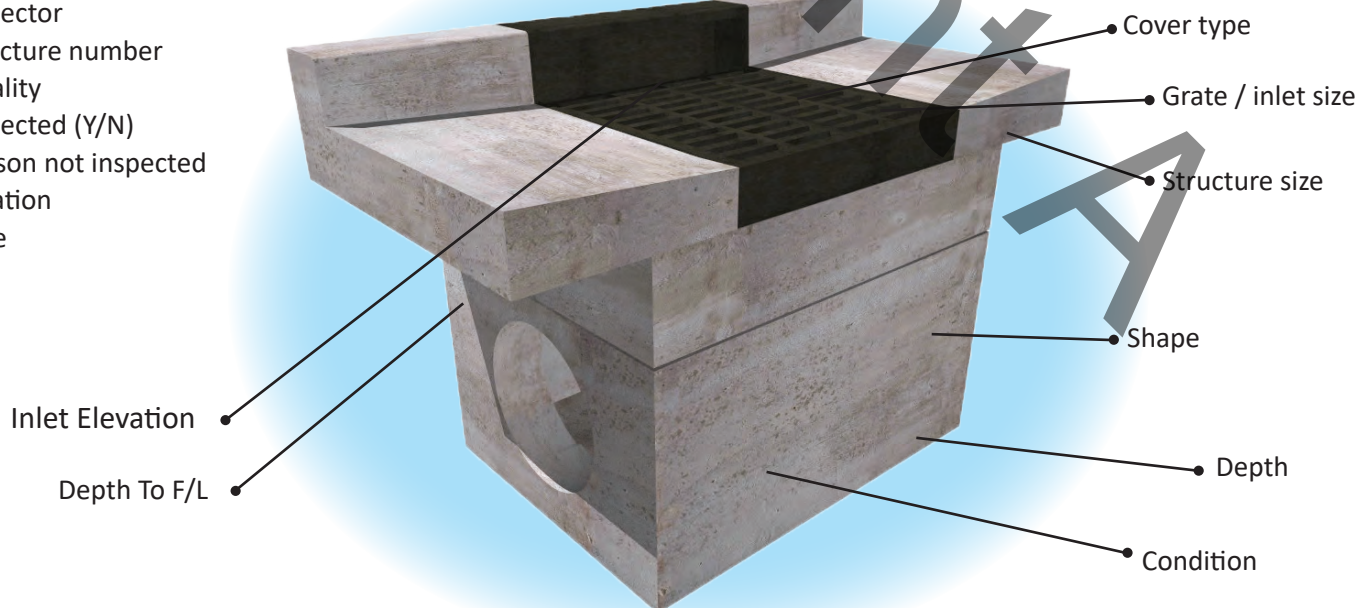
STORM WATER FIELD ATTRIBUTE COLLECTION

SAM will collect the storm water attribute data during this phase of the project. Any storm water structures that require further assistance in opening or gathering attribute data will be noted and SAM will work with city staff to gain access to the identified storm water structures.

The storm water features to be collected will be defined in preliminary meetings with the city. Storm water features will be opened, inspected and attribute data will be collected. Attribute features to be collected will correlate with the required attribute fields to allow for seamless integration with the Esri ArcGIS software.

STORM WATER ATTRIBUTES TO BE COLLECTED INCLUDE:

- Date
- Inspector
- Structure number
- Locality
- Inspected (Y/N)
- Reason not inspected
- Location
- Type



Attachment A: SAM, LLC

North Liberty, Iowa | GIS Dev. / Deliverables / Fee Schedule

GIS Development

An essential step in the process of implementing a utility GIS program is integrating field data into a GIS mapping program and properly drawing the utility system to show network connectivity and a high-level overview of the city's infrastructure. SAM specializes in this "field to finish" approach for utility network development.

MAP AND DATA DEVELOPMENT

Storm water line segments will be created utilizing custom, in-house editing tools developed by the SAM development team. These tools will incorporate inspection data collected by field staff and will auto-generate storm water line segments illustrating flow direction, slope and exact length measurements. Quality assurance warnings have been built into these tools to verify positive slopes and to check for inconsistencies with pipe material and diameter.

The completion of all data collected and mapped by SAM personnel will not be final until approved by the City of North Liberty. The QA/QC process listed in the Statement of Qualifications will provide appropriate communication and collaboration between the city and SAM to achieve accurate finalized data that the city can rely on.



Deliverables

After the staff at the City of North Liberty has reviewed and approved all GPS located and attributed data, SAM will present a full set of deliverables to the city. All collected and mapped storm water data will be uploaded into the city's geodatabase and also integrated into the city's Integrity GIS website. The following deliverables will be provided:

- Esri ArcGIS Geodatabase containing datasets for storm water utility features.
- Esri map documents (.mxd)
 - 11x17 truck book map documents
 - 36x36 100-scale map documents
- Two (2) sets of bound 11x17 truck books
- One (1) full system wall map

Fee Schedule

GPS DATA COLLECTION & GIS DEVELOPMENT

Storm Water Utility Network

\$50.00 / Structure

**SAM recommends a budget of \$190,000.00*

Resolution No. 2022-43

A RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN SAM, LLC AND THE CITY OF NORTH LIBERTY FOR STORM WATER GPS MAPPING AND GIS DEVELOPMENT

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

WHEREAS, the City has determined a need for GIS services and programming;

WHEREAS, the City contracted with SAM LLC in October, 2020 for the first round of GIS implementation for water and wastewater infrastructure;

WHEREAS, now SAM, LLC presented a proposal specific to Storm Water GPS Mapping and GIS Development; and

WHEREAS, it is the parties' desire to agree and establish, in writing, their understanding concerning the agreement for provision of services relating to the establishment storm water network for \$190,000.00.

NOW, THEREFORE, BE IT RESOLVED that that the attached agreement between the City of North Liberty and SAM, LLC is approved.

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

APPROVED AND ADOPTED this 26th day of April, 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 2A

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

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

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

SECTION 1. REQUEST FOR PLAT APPROVAL.

Developer has requested that the City approve the proposed final plat, attached hereto as Exhibit A and incorporated herein by reference, for a subdivision known as The Preserve – Part Two A (referred to herein as the "plat") for the real estate situated in North Liberty, Johnson County, Iowa, legally described as follows: This Amended and Restated Developer's Agreement replaces in its entirety the Developer's Agreement recorded August 23, 2021, in Book 6276, Page 881, of the Records of Johnson County, Iowa, which shall be null and void and of no force and effect upon the recording of this instrument.

Beginning at the Southeast Corner of The Preserve, Part One, to North Liberty, Iowa, in accordance with the Plat thereof Recorded in Plat Book 63 at Page 170 of the Records of the Johnson County Recorder's Office; Thence N00°51'44"W, along the East Line of said The Preserve, Part One, a distance of 198.28 feet; Thence S89°08'16"W, along said East Line, 20.14 feet; Thence N00°51'44"W, along said East Line, 367.52 feet; Thence N89°08'16"E, along said East Line, 320.00 feet; Thence S00°51'44"E, 367.52 feet; Thence N89°08'16"E, 11.29 feet; Thence S00°51'44"E, 197.05 feet, to a Point on the North Line of Auditor's Parcel 2019013, in accordance with the Plat thereof Recorded in Plat Book 63 at Page 61 of the Records of the Johnson County Recorder's Office; Thence S88°44'24"W, along said North Line, 207.43 feet; Thence S89°15'31"W, along said North Line, 103.71 feet, to the Point of Beginning. Said The Preserve - Part Two A contains 4.11 Acres, and is subject to easements and restrictions of record.

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

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

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

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

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

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

1. This Agreement has been fully executed by the Developer, filed with the City Clerk, and approved by the City Council;
2. The Developer has complied with the erosion control and grading provisions set forth in Section 5 of this agreement;
3. All permits required by local, state, and federal law have been applied for and issued by the appropriate authority; and
4. Contingent upon the permitting requirements set forth in Paragraph 3 of this section being met, all necessary construction permits have been applied for and issued by the City.

SECTION 3. DEVELOPMENT REQUIREMENTS AND PROPERTY IMPROVEMENTS.

A. Development Standards. The subdivision shall be developed according to the preliminary and final subdivision plats as approved by the City and according to the plans and specifications as approved by the City. All plans shall be approved before the commencement of

any work in accordance with the subdivision plat. There shall be no variance from the subdivision plats, or from the construction plans and specifications, unless approved in writing by the City.

B. Public Improvement Standards.

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

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

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

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

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

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

4. At such time as building construction occurs on a lot, but in no event later than five (5) years from the date the subdivision plat is recorded, the Developer shall

install sidewalks in said subdivision abutting said lots per the widths approved on the preliminary plat, in accordance with the plans and specifications of the City, and subject to inspections by the City Engineer or designate, unless otherwise shown on the plat or otherwise specified in this agreement.

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

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

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

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

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

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

2. West Trunk Sewer Tap-on Fees. A sewer tap-on fee in the amount of \$5,051.19 (\$1,229 per acre) shall be paid prior to final plat approval.

3. Watermain Tap on Fee. A water tap-on fee in the amount of \$1,915.22 (\$465.99 per acre) shall be paid prior to final plat approval.

4. St. Andrews Drive Road Fees. A St. Andrews Drive road construction fee of \$15,180.61 (\$3,693.58 per acre) shall be paid prior to final plat approval.

5. Sanitary Sewer Service Stub. A fee for the sanitary sewer service stub in the amount of \$1,319.31 (\$321.00 per acre) shall be paid prior to final plat approval.

6. Kansas Avenue Road Fees. A Kansas Avenue road construction fee of \$4,652.85 (\$1,132.08 per acre) shall be paid prior to final plat approval.

7. Apportionment of Fees. This Subdivision is a part of a multi-phased project. The development fees set out above represent the proportionate costs based on the acreage of this phase relative to the total acreage of all phases of The Preserve (4.11 acres out of a total 69.65 acres, or 5.90% of the final costs).

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

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

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

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

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

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

F. Developer's Obligations. Nothing in this Agreement shall be construed to impose a requirement on the City to install the original public improvements at issue herein, nor shall the

Developer be deemed to be acting as the City's agent during the original construction and installation of the above-described improvements. The parties agree that the obligation to install the above-described public improvements herein shall be in accordance with the plans and specifications drafted by the Developer and subject to the approval of the City. Furthermore, the obligations shall remain on the Developer until completion by the Developer and until acceptance by the City, as provided by law.

SECTION 4. PUBLIC UTILITIES.

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

SECTION 5. EROSION CONTROL AND GRADING.

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

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

SECTION 6. PHASED DEVELOPMENT.

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

SECTION 7. PUBLIC IMPROVEMENTS AND ASSESSMENT WAIVER.

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

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

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

SECTION 8. ENGINEERING ADMINISTRATION AND CONSTRUCTION OBSERVATION.

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

B. The Developer shall pay all costs of engineering administration, which will include review of the Developer's final construction plans and specifications, monitoring of construction,

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

SECTION 9. RELEASE.

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

SECTION 10. DEVELOPER'S OBLIGATION AND DEFAULT.

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

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

SECTION 11. AUTHORIZATION TO ENTER PREMISES.

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

SECTION 12. FEES.

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

SECTION 13. TIME OF PERFORMANCE.

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

SECTION 14. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

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

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

SECTION 15. NOTICES.

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

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

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

North Liberty City Administrator
P.O. Box 77
North Liberty, IA 52317

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

SECTION 16. SUCCESSORS AND ASSIGNS.

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

[Signature page to follow]

DATED this ____ day of March, 2022.

CITY OF NORTH LIBERTY, IOWA
INC.

By: _____
Chris Hoffman, Mayor

WATTS GROUP DEVELOPMENT,

By: *Gary D. Watts*
Gary D. Watts, President and Secretary

ATTEST: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

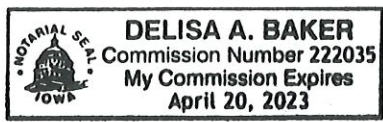
On this ____ day of March, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Chris Hoffman and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, 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 March, 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

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this 1st day of March, 2022, by Gary D. Watts as President and Secretary of Watts Group Development, Inc.

Delisa A. Baker
Notary Public in and for the State of Iowa



Prepared by:
Michael J. Pugh
Pugh Hagan Prahm, PLC

425 E. Oakdale Blvd., Ste. 201
Coralville, IA 52241

Phone (319) 351-2028
FAX (319) 351-1102

OWNER'S CERTIFICATE AND DEDICATION

**THE PRESERVE – PART TWO A
NORTH LIBERTY, IOWA**

KNOW ALL MEN BY THESE PRESENTS:

Watts Group Development, Inc., does hereby certify and state that it is the owner of the following described real estate situation in Johnson County, Iowa, to-wit:

See Exhibit "A"

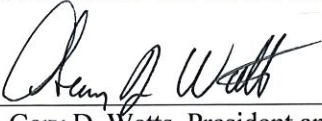
Watts Group Development, Inc., does further state that the subdivision of said real estate as it appears on the Final Plat of The Preserve – Part Two A to which this certification and dedication is attached, is with its free consent and in accordance with the desire of said proprietor.

The streets (Lot "A") and easements in the subdivision, hereinafter known and designated as The Preserve – Part Two A, Johnson County, Iowa, are hereby dedicated to the public, as provided by Chapter 354 of the 2021 Code of Iowa, as amended.

IN WITNESS WHEREOF, the undersigned owner has caused these presents to be signed on this 1st day of March, 2022.

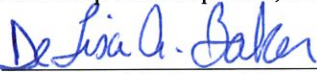
[Signature pages to follow]

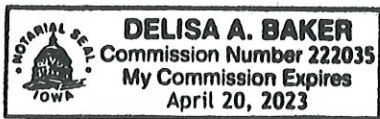
WATTS GROUP DEVELOPMENT, INC.

By: 
Gary D. Watts, President and Secretary

STATE OF IOWA, COUNTY OF JOHNSON) ss:

This instrument was acknowledged before me on this 1st day of March, 2022, by Gary D. Watts, as President and Secretary of Watts Group Development, Inc.


Notary Public in and for said State



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 said County and State, 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 corporation, and the instrument was signed and sealed on behalf of the corporation by authority of its City Council, and the said Mayor and City Clerk did acknowledge 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 said State

EXHIBIT "A"

Legal Description

**THE PRESERVE – PART TWO A
NORTH LIBERTY, JOHNSON COUNTY, IOWA**

Beginning at the Southeast Corner of The Preserve, Part One, to North Liberty, Iowa, in accordance with the Plat thereof Recorded in Plat Book 63 at Page 170 of the Records of the Johnson County Recorder's Office; Thence N00°51'44"W, along the East Line of said The Preserve, Part One, a distance of 198.28 feet; Thence S89°08'16"W, along said East Line, 20.14 feet; Thence N00°51'44"W, along said East Line, 367.52 feet; Thence N89°08'16"E, along said East Line, 320.00 feet; Thence S00°51'44"E, 367.52 feet; Thence N89°08'16"E, 11.29 feet; Thence S00°51'44"E, 197.05 feet, to a Point on the North Line of Auditor's Parcel 2019013, in accordance with the Plat thereof Recorded in Plat Book 63 at Page 61 of the Records of the Johnson County Recorder's Office; Thence S88°44'24"W, along said North Line, 207.43 feet; Thence S89°15'31"W, along said North Line, 103.71 feet, to the Point of Beginning. Said The Preserve - Part Two A contains 4.11 Acres, and is subject to easements and restrictions of record.

INDEMNIFICATION AGREEMENT AND CONSENT

This Indemnification Agreement and Consent (“Agreement”) is entered into by and between Goose Lake Estates Condominiums Owners Association, Inc. (hereinafter the “HOA” which expression shall include, its agents, successors or assigns) and the City of North Liberty, Iowa (hereinafter “the City”). HOA and the City are collectively referred to as “the Parties.”

I. RECITALS

- A. The City is the owner of real property situated at 1101 Alexander Way, North Liberty, Iowa, and otherwise identified as Johnson County Iowa Parcel No. 0611228001 (the “Property”), said Property largely adhering to the contours of Goose Lake Pond (the “Pond”).
- B. The HOA administers and maintains a condominium regime adjacent to the Property, and wishes to perform certain maintenance activity along the perimeter of the Pond to limit erosion (the “Project”) at its own expense.
- C. The City wishes to allow HOA to proceed with the Project subject to certain limitations and conditions.
- D. The Parties wish to reduce their agreement to writing as described herein.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.
2. **Authorization.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City’s council, the HOA is authorized to perform such work as may be required by the Project, entirely at the HOA’s expense, and subject to the conditions herein.
3. **Project Oversight.** In exchange for the authorization to proceed with the Project, HOA agrees that the plans for the Project are subject to review and approval by the City Engineer, and that the Project shall be subject to inspection and final approval by City Staff, which final approval shall not be unreasonably withheld.
4. **Relationship of the Parties.** Notwithstanding said review, inspection and approval by City of the Project in Paragraph 3 above, the parties shall be independent contractors in their performance under this Agreement, and nothing contained in this Agreement shall be deemed to constitute any party as the employer, employee, agent or representative of any other party, or the parties as joint venturers or partners for any purpose.
5. **Compliance with Laws; Assumption of Risk.** At all times during the construction of the Project, HOA shall comply with all applicable federal, state, or local laws, ordinances, rules, regulations, and notices. Notwithstanding the issuance of a permit or license, HOA assumes all risks associated with the construction of the Project.
6. **Indemnification.** HOA agrees to defend, indemnify, and hold harmless the City and its directors, officers, employees, subcontractors, and agents from and against all third-party claims, suits, causes of action, damages, costs (including reasonable and documented attorneys’ fees),

judgments, and other expenses arising out of or related to (i) HOA's breach of this Agreement; (ii) allegations of negligence or misconduct of HOA and its employees or agents; and (iii) HOA's violation of applicable law.

7. **Insurance.** During the construction of the Project, HOA shall maintain in force, at HOA's own expense, at least the following insurance coverages, placed with insurers authorized to do business in the State of Iowa and that have an A.M. Best's Rating of no less than A-:
 - a. Workers' Compensation Insurance in accordance with state statutory laws, including Employers' Liability with minimum limits of \$1,000,000 each Accident.
 - b. Commercial General Liability Insurance with coverages including, but not limited to: bodily injury and death; assault; personal injury; property damage liability; product and completed operations; and contractual liability coverage with minimum limits of \$1,000,000 Each Occurrence and \$2,000,000 General Aggregate.

All insurance policies, with the exception of Workers' Compensation insurance, shall name the City, its officers, elected officials, employees, agents, and volunteers as additional insured(s) via blanket endorsement for the liability policies noted above, and HOA shall provide to the City a copy of all Additional Insured endorsements. All policies maintained shall be written as primary policies, not contributing with coverage the City may carry, and will contain a waiver of any subrogation claims against the City and its insurance carrier(s) with respect to all obligations assumed by HOA under this agreement. The insurance policies listed herein shall not be cancelled or materially reduced without thirty (30) days' prior written notice to the City. In no event shall the limits of any policy be considered as limiting the liability of the HOA under the Agreement. The fact that HOA has obtained the insurance required hereunder shall in no manner lessen or otherwise affect such HOA's other obligations or liabilities set forth in this Agreement.

It is understood that HOA intends to contract with an independent contractor to perform the work for the Project. For so long as HOA has no employees which perform any function pursuant to this agreement in furtherance of the Project, HOA shall be exempted from the requirements of Subparagraph 7(a) above.

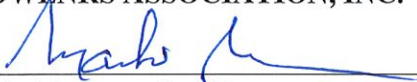
8. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY CLAIM FOR ANY INDIRECT, WILLFUL, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES, FOR LOSS OF GOODWILL, FOR LOSS OF BUSINESS PROFITS, FOR DAMAGES FOR LOSS OF BUSINESS, FOR LOSS OR INACCURACY OF DATA OF ANY KIND, OR OTHER INDIRECT ECONOMIC DAMAGES, WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.
9. **Interpretation.** The language of all parts of this 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 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.

10. **Severability.** Should any provision of this 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 Agreement.
11. **Entire Agreement.** This 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.
12. **Counterparts.** This 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.
13. **Careful Review and Understanding.** All Parties represent and certify they have carefully read and fully understand all of the provisions and effects of this Agreement, that they have had the opportunity to thoroughly discuss all aspects of this Agreement with an attorney, that they are voluntarily entering into this Agreement, and that neither the opposing party nor any agents, representatives, or attorneys made any representations concerning the terms or effects of this Agreement other than those contained herein.
14. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the 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 Agreement.
15. **Right to Enforce This Agreement.** Notwithstanding any provision set forth in this Agreement, the Parties to this Agreement retain the right to enforce this Agreement.
16. **Drafting.** This 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 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 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 Agreement.
18. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.
19. **Modifications.** No part or provision of this 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 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 Agreement.

20. **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 Indemnification Agreement and Consent effective on the last date set forth below.

**GOOSE LAKE ESTATES CONDOMINIUMS
OWENRS ASSOCIATION, INC.**



Mark Iverson, President

Date of Signature: 4/5/2022

THE CITY OF NORTH LIBERTY, IOWA

Chris Hoffman, Mayor

Date of Signature: _____

Resolution No. 2022-44

**A RESOLUTION APPROVING THE AMENDED AND RESTATED
DEVELOPER'S AGREEMENT FOR THE PRESERVE – PART
TWO A NORTH LIBERTY, IOWA**

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

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

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

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

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

APPROVED AND ADOPTED this 26th day of April, 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

Resolution No. 2022-45

RESOLUTION APPROVING THE FINAL PLAT AND ACCEPTING IMPROVEMENTS FOR THE PRESERVE – PART TWO A NORTH LIBERTY, IOWA

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

WHEREAS, the owner and developer, Watts Group Development, Inc., have filed with the City Clerk a final plat for the property described in Exhibit A, which is attached hereto and made a part hereof;

WHEREAS, said real estate is owned by the above-named parties and the subdivision is being made with the free consent and in accordance with the desires of the owners;

WHEREAS, said final plat is found to conform with Chapter 354 of the Code of Iowa and ordinances of the City of North Liberty;

WHEREAS, the requirements for property improvements have been installed in accordance with the design standards and Municipal Code requirements of the City of North Liberty except for those included in the escrow agreement.

NOW, THEREFORE, BE IT RESOLVED that the final plat of The Preserve – Part Two A, as shown on the final plat, and that Property Improvements, except for sidewalks, are hereby approved and accepted.

BE IT FURTHER RESOLVED that all parcels shown on said plat to be dedicated to the City of North Liberty are hereby accepted.

APPROVED AND ADOPTED this 26th day of April, 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



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

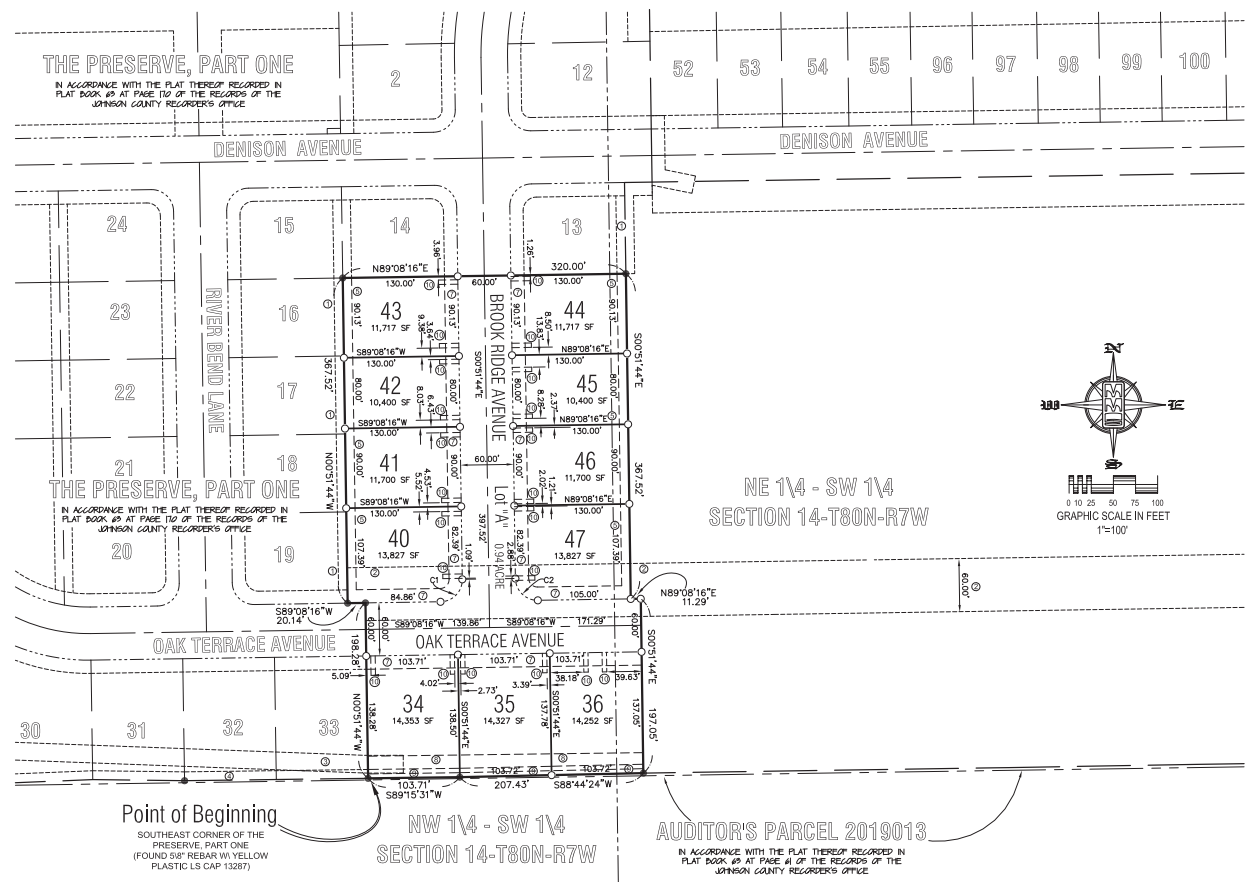
FINAL PLAT

THE PRESERVE - PART TWO A

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

LOCATION: A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER ALL OF SECTION 14, TOWNSHIP 80 NORTH, RANGE 7 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, IOWA.	SUBDIVIDER: WATTS GROUP DEVELOPMENT INC. 425 E OAKDALE BOULEVARD #101 CORALVILLE, IOWA, 52241
LAND SURVEYOR: GLEN D. MEISNER P.L.S. MMS CONSULTANTS INC. 1917 SOUTH GILBERT STREET IOWA CITY, IOWA, 52240 PHONE: 319-351-8282	SUBDIVIDER'S ATTORNEY: MICHAEL J. PUGH 425 E OAKDALE BLVD, #201 CORALVILLE, IOWA, 52241
DATE OF SURVEY: 05-22-2021	PROPRIETOR OR OWNER: WATTS GROUP DEVELOPMENT INC. 425 E OAKDALE BOULEVARD #101 CORALVILLE, IOWA, 52241
	DOCUMENT RETURN INFORMATION: LAND SURVEYOR

FOR COUNTY RECORDER'S USE



LEGEND AND NOTES	
	- CONGRESSIONAL CORNER, FOUND
	- CONGRESSIONAL CORNER, REESTABLISHED
	- CONGRESSIONAL CORNER, RECORDED LOCATION
	- PROPERTY CORNER(S), FOUND (as noted)
	- PROPERTY CORNERS SET (5/8" Iron Pin w/ yellow, plastic LS Cap embossed with "MMS")
	- CUT "M"
	- PROPERTY &/or BOUNDARY LINES
	- CONGRESSIONAL SECTION LINES
	- RIGHT-OF-WAY LINES
	- CENTER LINES
	- LOT LINES, INTERNAL
	- LOT LINES, PLATTED OR BY DEED
	- EASEMENT LINES, WIDTH & PURPOSE NOTED
	- EXISTING EASEMENT LINES, PURPOSE NOTED
	- RECORDED DIMENSIONS
	- MEASURED DIMENSIONS
	- CURVE SEGMENT NUMBER
(R)	0 10 25 50 75 100
(M)	
C22-1	

UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS

EASEMENT IDENTIFICATION TABLE	
⊙	EXISTING 100 FOOT WIDE STORM SEWER AND DRAINAGE EASEMENT
⊙	EXISTING 400 FOOT WIDE TEMPORARY OVERLAND DRAINAGE EASEMENT (TO BE RELEASED)
⊙	EXISTING 10 FOOT WIDE STORM SEWER AND DRAINAGE EASEMENT
⊙	EXISTING 10 FOOT WIDE UTILITY EASEMENT
⊙	10.0 FOOT WIDE STORM SEWER AND DRAINAGE EASEMENT
⊙	15 FOOT WIDE PUBLIC UTILITY EASEMENT
⊙	20 FOOT WIDE STORM SEWER AND DRAINAGE EASEMENT
⊙	10 FOOT WIDE PUBLIC UTILITY EASEMENT
⊙	5.0 FOOT X 22.0' WATER SERVICE EASEMENT

LOT A CONTAINS 0.94 ACRE, AND IS TO BE DEDICATED TO THE CITY OF NORTH LIBERTY FOR PUBLIC RIGHT-OF-WAY FOR BROOK RIDGE AVENUE AND OAK TERRACE AVENUE.

AREA SUMMARY TABLE	
1/4 - 1/4	AREA
NE - SW	0.29 ACRE
NW - SW	3.82 ACRES
TOTAL	4.11 ACRES

CURVE SEGMENT TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BEARING
C1	90°00'00"	25.00'	39.27'	25.00'	35.36'	N44°08'16"E
C2	90°00'00"	25.00'	39.27'	25.00'	35.36'	N45°51'44"W

Date	Revision
01-06-2022	PER GDM REVIEW - RLV
03-21-2022	ADDED WATER SERVICE EASEMENTS-RLV

FINAL PLAT

THE PRESERVE - PART TWO A

DESCRIPTION - "THE PRESERVE - TWO A"

Beginning at the Southeast Corner of The Preserve, Part One, to North Liberty, Iowa, in accordance with the Plat thereof Recorded in Plat Book 63 at Page 170 of the Records of the Johnson County Recorder's Office; Thence N00°51'44"W, along the East Line of said The Preserve, Part One, a distance of 198.28 feet; Thence S89°08'16"W, along said East Line, 20.14 feet; Thence N00°51'44"W, along said East Line, 367.52 feet; Thence N89°08'16"E, along said East Line, 320.00 feet; Thence S00°51'44"E, 367.52 feet; Thence N89°08'16"E, 11.29 feet; Thence S00°51'44"E, 197.05 feet, to a Point on the North Line of Auditor's Parcel 2019013, in accordance with the Plat thereof Recorded in Plat Book 63 at Page 61 of the Records of the Johnson County Recorder's Office; Thence S88°44'24"W, along said North Line, 207.43 feet; Thence S89°15'31"W, along said North Line, 103.71 feet, to the Point of Beginning. Said The Preserve - Part Two A contains 4.11 Acres, and is subject to easements and restrictions of record.

PLAT/PLAN APPROVED BY: CITY OF NORTH LIBERTY	DATE:
CITY CLERK	
UTILITY EASEMENTS APPROVED BY:	DATE:
MIDAMERICAN ENERGY	
MEDIACOM	DATE:
LINN COUNTY R.E.C.	DATE:
SOUTH SLOPE COOPERATIVE TELEPHONE CO.	DATE:

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 Professional Land Surveyor under the laws of the State of Iowa.

GLEN D. MEISNER
P.L.S. No. 6165
My license renewal date is September 31, 20__.

Page 1 of 2 sheets covered by this seal.

SEAL

Signed before me this ___ day of ___, 20__.

Notary Public, In and for the State of Iowa,

NORTH LIBERTY
JOHNSON COUNTY
IOWA
MMS CONSULTANTS, INC.

Date: 01-04-2021

Designed by: KJB Field Book No: 1202

Drawn by: RLV Scale: 1"=100'

Checked by: RRR Sheet No: 1

Project No: 1331-619 of 1



Liberty Villas Rezoning



To **City of North Liberty Planning Commission**
 From **Ryan Rusnak, AICP**
 Date **April 1, 2022**
 Re **Request of the City of North Liberty to amend the Comprehensive Plan Future Land Use Map on 25.64 acres, more or less, on property located on the east side of North Dubuque Street approximately 185' south of Scales Bend Road from Commercial and Industrial to Residential.**

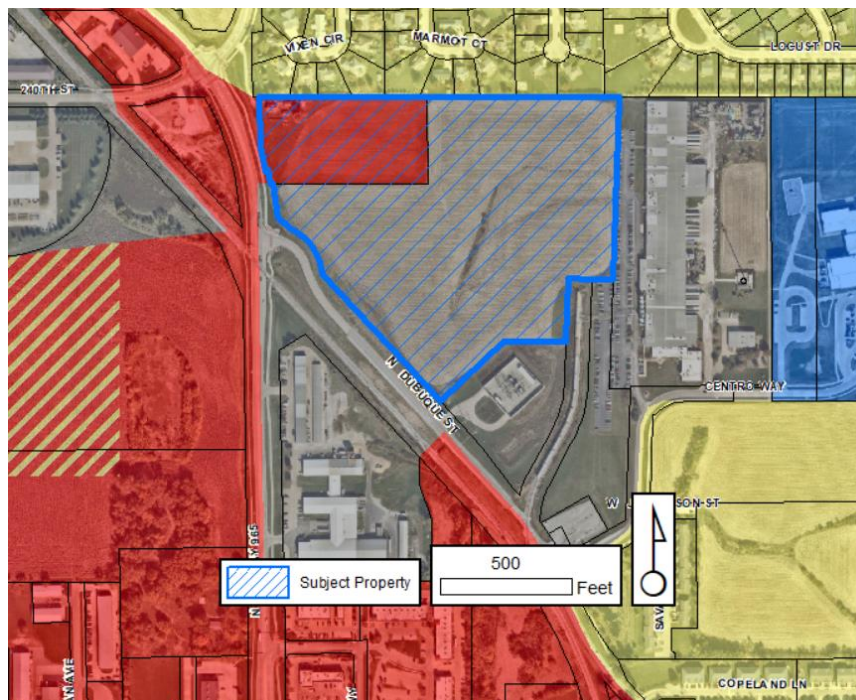
North Liberty City staff has reviewed the subject submission, and offer comments presented in this memo. The staff review team includes the following personnel:

- 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. Request Summary:

Staff is requesting a Comprehensive Plan Future Land Use Map amendment from Commercial and Industrial to Residential so the forthcoming RS-6 Single-Unit Residence District and RM-12 PAD Multi-Unit Residence District Planned Area Development rezoning would achieve consistency with the Comprehensive Plan.

2. Current Land Use Map designation: Commercial and Industrial.



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:

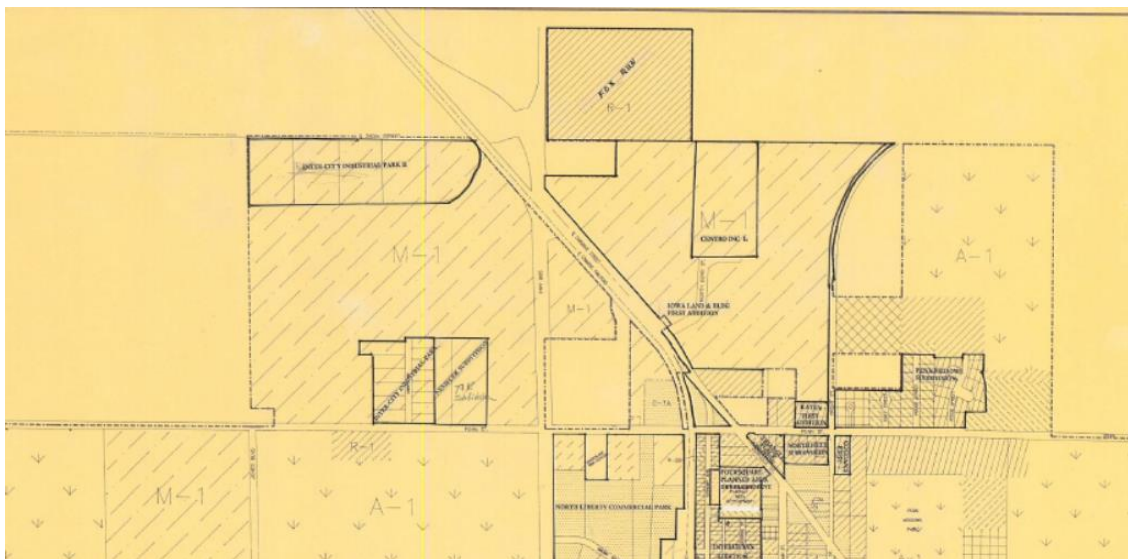
- Protect residential neighborhoods from encroachment or intrusion of incompatible higher use types by adequate buffering and separation. This policy is not to be interpreted to imply that new development must match existing development in cost, density, or character; but instead to mean that gross incompatibilities shall be minimized and mitigated where unavoidable.

3. Public Input:

No public input has been received specific to this request, however, public input has been provided with the proposed rezoning.

4. Discussion:

The initial phase of Centro, Inc. was constructed in 1990 and it appears that the surrounding area was envisioned to the industrial area at the north end of North Liberty as there weren't adjacent home sites. The initial phase of Fox Run was platted in 1995.



1990 Zoning Map

The City of North Liberty has grown around this area calling into question future industrial development in this immediate area. The contemporary trend for industrial development is close proximity to the interstate. It is staff's opinion that a Residential Land Use would be much more compatible with the surrounding area. As the new Comprehensive Plan gets developed, the Industrial Future Land Use and industrial zoning west of Ranshaw Way will be more closely examined as well.

5. Staff Recommendation:

Findings:

1. The Residential Land Use and residential development in this location would be more compatible with the surrounding area; and
2. The Residential Land Use in this location would achieve consistency with adopted Comprehensive Plan Land Use Policies.

Recommendation:

Staff recommends the Planning Commission accept the two listed findings and forward the Comprehensive Plan Land Use Amendment from Commercial and Industrial to Residential 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 Comprehensive Plan Amendment to the City Council with a recommendation for approval.

Resolution No. 2022-46

**A RESOLUTION APPROVING THE AMENDMENT OF THE
COMPREHENSIVE PLAN LAND USE MAP**

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

WHEREAS the Daniel & Rhonda Bernacki Revocable Trust requested a zoning map amendment on property located on the east side of North Dubuque Street approximately 185' south of Scales Bend Road from C-2-A Highway Commercial District and I-1 Light Industrial to RS-6 Single Unit Residence District and RM-12 PAD Multi-Unit Residence District Planned Area Development, and

WHEREAS the current Land Use Map designation is Commercial and Industrial, and

WHEREAS the proposed amended Comprehensive Plan Amendment is Residential, and

WHEREAS the findings from staff are:

1. The Residential Land Use and residential development in this location would be more compatible with the surrounding area; and
2. The Residential Land Use in this location would achieve consistency with adopted Comprehensive Plan Land Use Policies,

BE IT THEREFORE RESOLVED that the Comprehensive Plan Amendment for the Daniel & Rhonda Bernacki Revocable Trust application is approved.

APPROVED AND ADOPTED this 26th day of April, 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



April 5, 2022

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

Re: Request of the City of North Liberty to amend the Comprehensive Plan Future Land Use Map on 25.64 acres, more or less, on property located on the east side of North Dubuque Street approximately 185' south of Scales Bend Road from Commercial and Industrial to Residential.

Mayor Hoffman:

The North Liberty Planning Commission considered the above-reference request at its April 5, 2022 meeting. The Planning Commission took the following action:

Findings:

1. The Residential Land Use and residential development in this location would be more compatible with the surrounding area; and
2. The Residential Land Use in this location would achieve consistency with adopted Comprehensive Plan Land Use Policies.

Recommendation:

The Planning Commission accept the listed findings and forwarded the request of the City of North Liberty to amend the Comprehensive Plan Future Land Use Map on 25.64 acres, more or less, on property located on the east side of North Dubuque Street approximately 185' south of Scales Bend Road from Commercial and Industrial to Residential.

The vote for approval was 6-0.

Josey Bathke, Vice Chairperson
City of North Liberty Planning Commission



April 5, 2022

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

Re: Request of Daniel & Rhonda Bernacki Revocable Trust for a zoning map amendment (rezoning) on 25.64 acres, more or less, on property located on the east side of North Dubuque Street approximately 185' south of Scales Bend Road from C-2-A Highway Commercial District and I-1 Light Industrial District to RS-6 Single-Unit Residence District (19.73 acres) and RM-12 PAD Multi-Unit Residence District Planned Area Development (5.91 acres).

Mayor Hoffman:

The North Liberty Planning Commission considered the above-reference request at its April 5, 2022 meeting. The Planning Commission took the following action:

Finding:

1. The proposed zonings would achieve consistency with Section 165.09 of the Zoning Ordinance if the Comprehensive Plan Future Land Use Map is amended to Residential.

Recommendation:

The Planning Commission accept the listed finding and forwarded the request of Daniel & Rhonda Bernacki Revocable Trust for a zoning map amendment (rezoning) on 25.64 acres, more or less, on property located on the east side of North Dubuque Street approximately 185' south of Scales Bend Road from C-2-A Highway Commercial District and I-1 Light Industrial District to RS-6 Single-Unit Residence District (19.73 acres) and RM-12 PAD Multi-Unit Residence District Planned Area Development (5.91 acres).

The vote for approval was 6-0.

Josey Bathke, Vice Chairperson
City of North Liberty Planning Commission



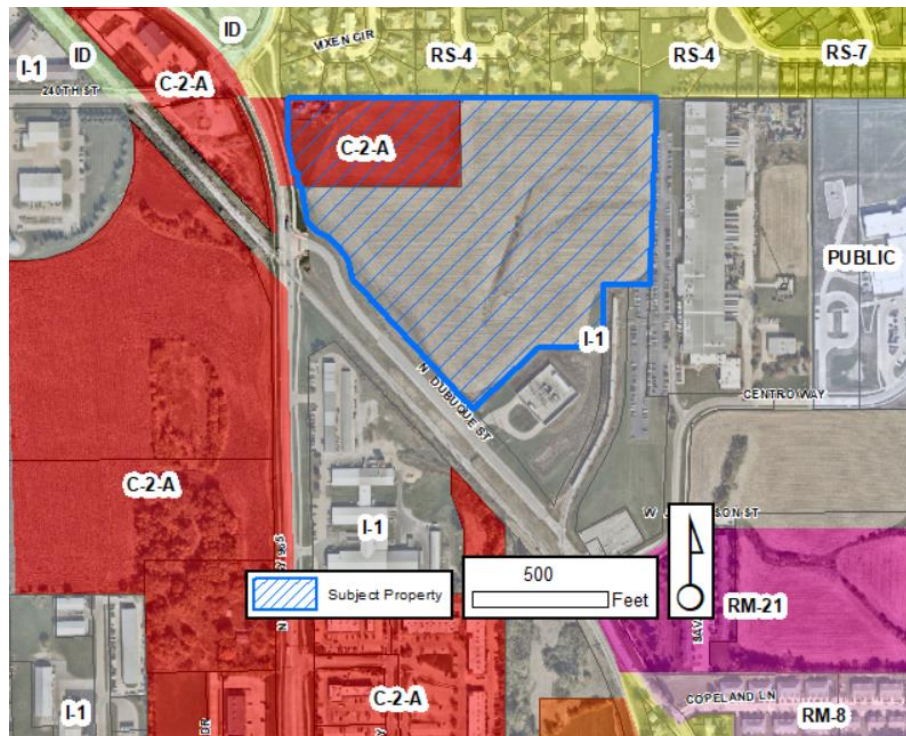
To **City of North Liberty Planning Commission**
 From **Ryan Rusnak, AICP**
 Date **April 1, 2022**
 Re **Request of Daniel & Rhonda Bernacki Revocable Trust for a zoning map amendment (rezoning) on 25.64 acres, more or less, on property located on the east side of North Dubuque Street approximately 185' south of Scales Bend Road from C-2-A Highway Commercial District and I-1 Light Industrial District to RS-6 Single-Unit Residence District (19.73 acres) and RM-12 PAD Multi-Unit Residence District Planned Area Development (5.91 acres).**

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

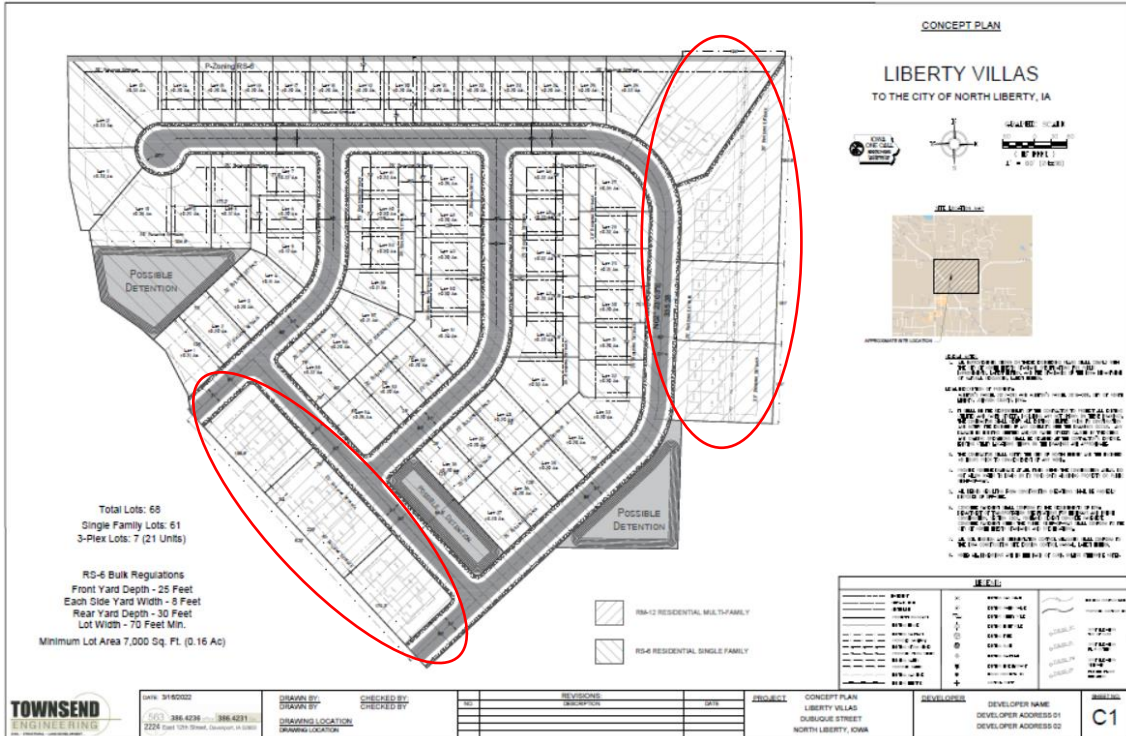
1. Current Zoning:

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



2. Proposed Zoning:

The applicant is requesting a rezoning to RS-6 Single-Unit Residence District on 19.73 acres and RM-12 PAD Multi-Unit Residence District Planned Area Development on 5.91 acres.

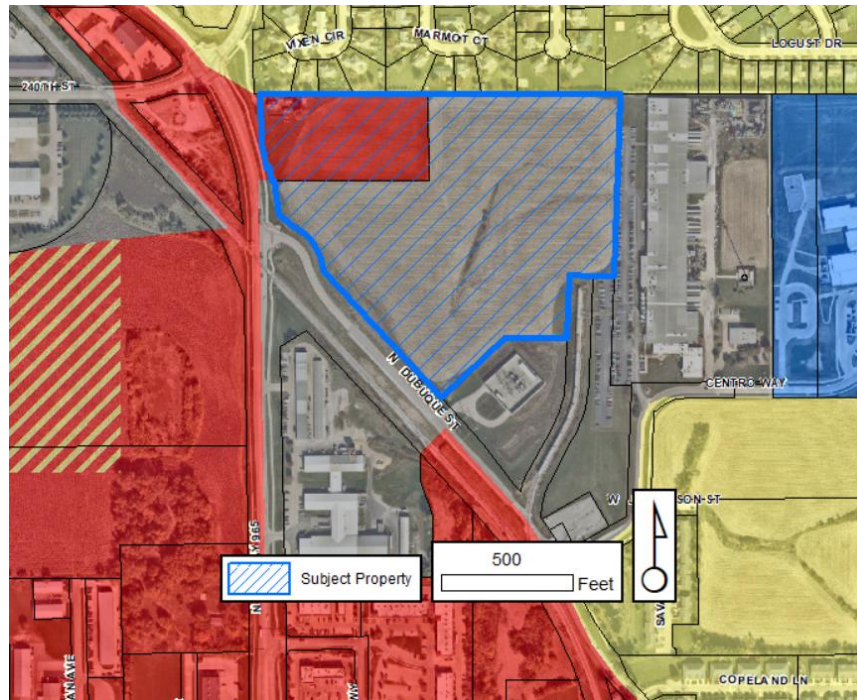


Non-binding concept plan with the townhome portion of the development circled in red.

A Planned Area Development Zone District is intended to encourage innovation and flexibility in planning the development of land so development is compatible with the site's physical and environmental characteristics. This district allows for flexibility in zone district requirements. The Planned Area Development District provides an opportunity for the development of a mixture of uses and housing types in a coordinated manner. The intent of the underlying zone district shall guide the development. It is incumbent upon the person proposing the PAD to justify the project, and any variations from the underlying zone district. A PAD is considered an amendment to the underlying zone district regulations.

The flexibility being sought is allow the townhomes within the multi-family portion of the development to construct individual curb cuts along a public street. This is not permitted in the Off-Street Parking Ordinance, as typically, there would be a townhome development double loaded on a private street with only the private street having direct access to the public street.

- 3. Comprehensive Plan Future Land Use Map Designation:** Commercial and Industrial. The proposed RS-6 and RM-12 PAD zoning would **not** be consistent with the Commercial and Industrial Land Use Designation. The City is requesting that the Future Land Use be amended to Residential.



4. Public Input:

Letters were sent to property owners within 200 feet of the subject property and notice was posted on the City’s website regarding the February 14, 2022 good neighbor meeting. The meeting was held via Zoom and was very well attended with approximately 25 attendees outside of the applicant’s representatives and staff.

Expressed concerns (staff commentary in italics):

1. Improving the drainage along the south side of the Fox Run Subdivision.
The applicant and staff acknowledge that drainage will need to be addressed adjacent to the north property line.
2. General questions about the final design of the subdivision, including storm water detention.
This was not able to be answered because the subdivision has not been designed.
3. Concern about the compatibility of the homes adjacent to the Fox Run Subdivision. Whether there would be a visual buffer between the two developments.
The Zoning and Subdivision Ordinance do not require a landscape buffer when residential development abuts residential development.

4. The amount of traffic on North Dubuque Street and the increased traffic caused by the proposed development. The spacing of the two entrances on North Dubuque Street.

Staff installed a covert traffic device on North Dubuque Street subsequent to the good neighbor meeting to measure northbound and southbound traffic. Average weekday southbound traffic was 1,167 vehicles per day and average weekday northbound traffic was 1,653 vehicles per day. It is anticipated that the development would generate approximately 262 average vehicle trips per day. Considering North Dubuque Street is a collector street, the amount of current traffic on North Dubuque Street is minor and the anticipated amount of traffic generated would not negatively impact roadway capacity. It's likely that the traffic is perceived as a problem due to the small window of drop-off and pick-up at Christine Grant Elementary.

5. The potential of their being an 8' wide trail (which staff advocated for) along the north end of the property and being able to accommodate drainage and adequate setbacks.

During early discussion with the applicant, staff advocated for an 8' wide path along the north property line to connect the existing path on Ranshaw Way to the existing path at the south end of the Cedar Springs Subdivision. The feasibility of this path will need to be more closely examined during review of the construction plans as accommodating drainage from the Fox Run subdivision will be required.

6. The location of the condominium development within the subdivision.
It was clarified that only the multi-family portion of the development would be a condominium. All streets within the development are proposed to be public streets constructed to City standards.

7. The style of home sites being proposed, the selling price and the applicant's experience with construction subdivisions and homes.

This was not known at the time of the neighborhood meeting.

8. If the development will offer more affordable homes for sale.

This was not known at the time of the neighborhood meeting, but based on the discussion, it appears that the units will be market rate.

9. How the proposed development would impact the capacity of Christine Grant Elementary.

ICCSA facilities staff has indicated that the proposed development would not cause Christine Grant to exceed design capacity.

There were a lot of questions regarding the design of the subdivision when this in the initial phase of the development process. Staff is cognizant that "fitting the last piece of the puzzle" is important and the feedback received will need to be considered when the subdivision is designed.

Considering there were so many questions and some confusion, a second good neighbor meeting was held in person and via Zoom on March 22, 2022. Notice was mailed to surrounding properties owners and notice was posted on the City's website regarding the good neighbor meeting. Additionally, staff emailed notice of the meeting to the registrants of the February 14, 2002 meeting. The locations of the RM-12 zoning were

revised. A few people attended in person and approximately five people attended online. Staff did not observe any new concerns.

To date, staff has received one verbal objection the request from the property owner at 80 Marmot Court. The property verbalized that they would rather have no development or industrial development or behind their property.

5. Analysis of the Request:

The request for residential zoning is considered much less intense than commercial and industrial zoning. This is often referred to as a downzoning. It is staff's opinion that based on city development over the past 30+ years that residential development is much more appropriate in location. Please refer to the staff's analysis of the Comprehensive Plan Future Land Use Amendment.

Fire prevention requires a minimum of two accesses from a public street when there are 30 or more residential units. The entrances would be spaced to the maximum extent while maintaining adequate distance from the curve at the north end of North Dubuque Street.

As mentioned, the Planned Area Development is being sought is allow the townhomes within the multi-family portion of the development to construct individual curb cuts along a public street. This is not permitted in the Off-Street Parking Ordinance as typically there would be a townhome development double loaded on a private street with only the private street having direct access to the public street. Below is the Dahnovan Estates Subdivision, in which Ronald Way and Lilly Lane are private streets and North Liberty Road and East Tartan Drive are public streets.



In a typical townhome development, such as Dahnovan Estates, there would be several housing units on either side of the street. As such, it would not safe to have individual driveway accesses on a public street.

However, considering the configuration of the property and the limited locations of the proposed townhomes, staff in favor of allowing driveway access on a public street.

Section 165.09 of the Zoning Ordinance sets for the approval standards for zoning maps amendments.

D. Approval Standards. The Planning Commission recommendation and the City Council decision on any zoning text or map amendment is a matter of legislative discretion that is not controlled by any particular standard. However, in making their recommendation and decision, the Plan Commission and the City Council must consider the following standards. The approval of amendments is based on a balancing of these standards (staff commentary in italics).

(1) Map Amendments.

(a) The consistency of the proposed amendment with the Comprehensive Plan and any adopted land use policies.

It is staff's opinion that the zoning map amendment would achieve consistency with the Comprehensive Plan if the Future Land Use Map if amended to Residential. As mentioned, it is staff's opinion that the Residential Land Use is more appropriate in this location than Commercial and/or Industrial.

(b) The compatibility with the zoning of nearby property.

It is staff's opinion that the proposed zonings would be more compatible with nearby property than Commercial and/or Industrial.

(c) The compatibility with established neighborhood character.

It is staff's opinion that the proposed zonings would be compatible with established neighborhood character.

(d) The extent to which the proposed amendment promotes the public health, safety, and welfare of the City.

It is staff's opinion that the proposed zonings as residential would promote the public health, safety, and welfare of the City.

(e) The suitability of the property for the purposes for which it is presently zoned, i.e. the feasibility of developing the property in question for one or more of the uses permitted under the existing zoning classification.

It is staff's opinion that the property, as presently zoned, would be suitable to be developed with commercial and industrial development. However, it is staff's opinion that residential development would be more compatible with the zoning of nearby property and would be more compatible with the established neighborhood character.

(f) The extent to which the proposed amendment creates nonconformities.

This is not applicable.

6. Additional Considerations:

The City will require an 8’ wide path along the east side of North Dubuque Street. The utility substations deferred installation of the 8’ wide path until such as this property developed. This would development would allow for a key connection to the City multi-use path network.

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.

7. Recommendation:

Finding:

1. The proposed zonings would achieve consistency with Section 165.09 of the Zoning Ordinance if the Comprehensive Plan Future Land Use Map is amended to Residential.

Staff recommends the Planning Commission accept the listed finding and forward the request of Daniel & Rhonda Bernacki Revocable Trust for a zoning map amendment (rezoning) on 25.64 acres, more or less, on property located on the east side of North Dubuque Street approximately 185’ south of Scales Bend Road from C-2-A Highway Commercial District and I-1 Light Industrial District to RS-6 Single-Unit Residence District (19.73 acres) and RM-12 PAD Multi-Unit Residence District Planned Area Development (5.91 acres) to the City Council with a recommendation for approval.



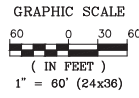
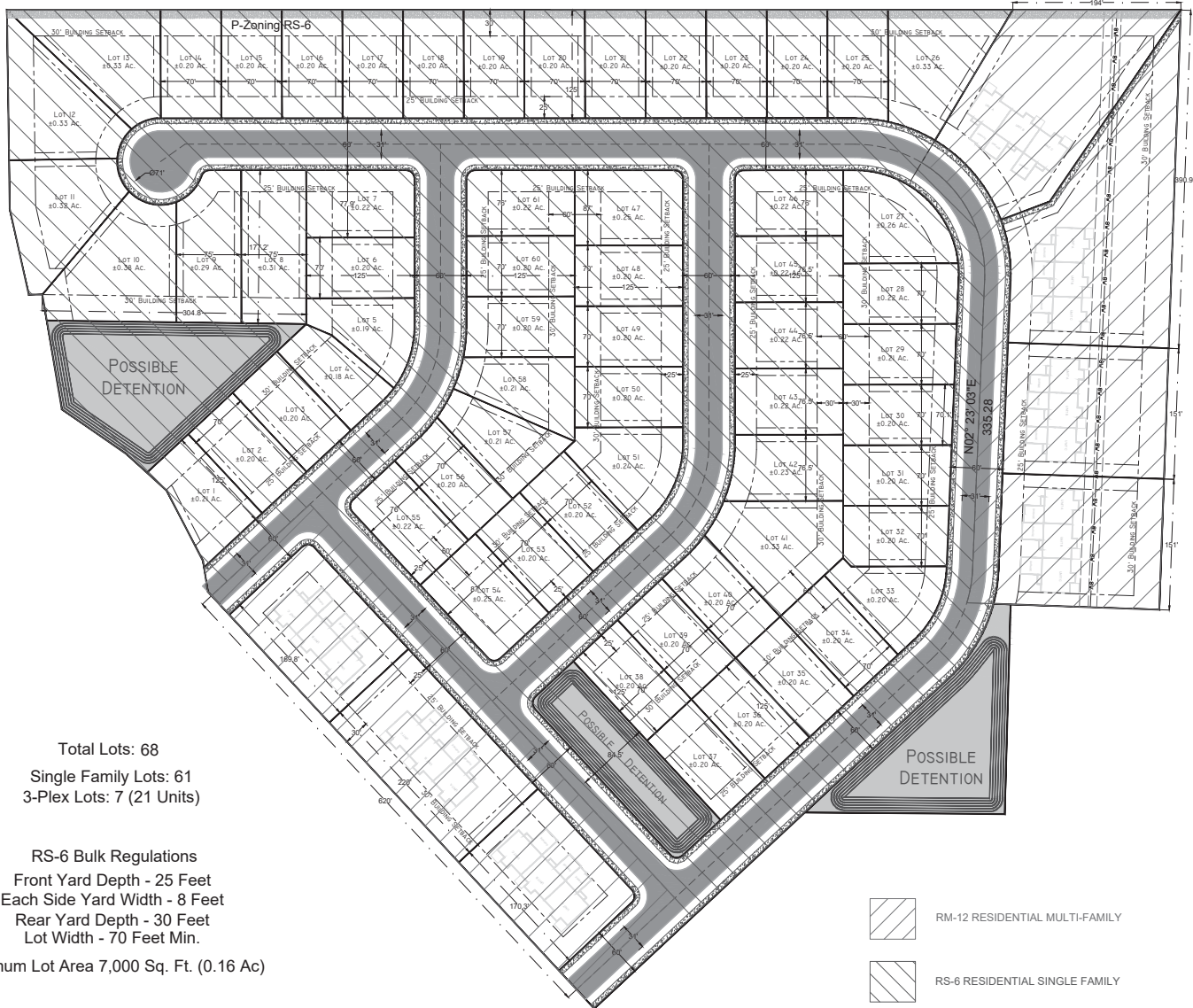
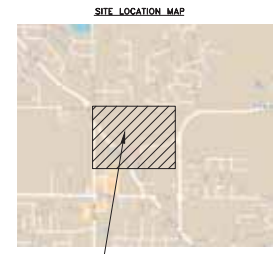
Suggested motion:

I move that the Planning Commission accept the listed finding and forward the zoning map amendment to the City Council with a recommendation for approval.

CONCEPT PLAN

LIBERTY VILLAS

TO THE CITY OF NORTH LIBERTY, IA

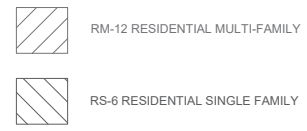





Total Lots: 68
 Single Family Lots: 61
 3-Plex Lots: 7 (21 Units)

RS-6 Bulk Regulations
 Front Yard Depth - 25 Feet
 Each Side Yard Width - 8 Feet
 Rear Yard Depth - 30 Feet
 Lot Width - 70 Feet Min.

Minimum Lot Area 7,000 Sq. Ft. (0.16 Ac)

- GENERAL NOTES**
- ALL IMPROVEMENTS SHOWN ON THESE ENGINEERING PLANS SHALL COMPLY WITH THE CITY OF NORTH LIBERTY STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, LATEST EDITION, AND THE STANDARDS OF THE IOWA DEPARTMENT OF NATURAL RESOURCES, LATEST EDITION.
 - IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL EXISTING UTILITIES AND PAVED STREETS, INCLUDING ANY NOT SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IF ANY CONFLICTS WITH THE DRAWINGS OCCUR. ANY DAMAGE TO EXISTING UTILITIES AND/OR PAVED STREETS CAUSED BY TRENCHING AND GRADING OPERATIONS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. EXISTING UTILITY LOCATIONS SHOWN ON THE DRAWINGS ARE APPROXIMATE.
 - THE CONTRACTOR SHALL NOTIFY THE CITY OF NORTH LIBERTY AND THE ENGINEER 48 HOURS PRIOR TO COMMENCEMENT OF ANY WORK.
 - PROVIDE POSITIVE DRAINAGE AT ALL TIMES WITHIN THE CONSTRUCTION AREAS. DO NOT ALLOW WATER TO DRAIN OR TO POND ONTO ADJACING PROPERTY OR PUBLIC RIGHT-OF-WAY.
 - ALL DEBRIS RESULTING FROM CONSTRUCTION OPERATIONS SHALL BE PROPERLY DISPOSED OF OFF-SITE.
 - CONCRETE PAVEMENT SHALL CONFORM TO THE REQUIREMENTS OF IOWA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR HIGHWAYS AND BRIDGE CONSTRUCTION, SECTION 2301, PORTLAND CEMENT CONCRETE PAVEMENT. CONCRETE PAVEMENT WITHIN THE PUBLIC RIGHT-OF-WAY SHALL CONFORM TO THE CITY OF NORTH LIBERTY STANDARDS AND SPECIFICATIONS.
 - ALL SOIL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL CONFORM TO THE IOWA CONSTRUCTION SITE EROSION CONTROL MANUAL, LATEST EDITION.
 - NOTE: ALL DIMENSIONS ARE TO THE BACK OF CURB, UNLESS OTHERWISE NOTED.



LEGEND:					
	EXISTENT		EXISTING GAS VALVE		EXISTING CONTOUR LINE
	SETBACK LINE		EXISTING WATER VALVE		PROPOSED CONTOUR LINE
	CENTERLINE		EXISTING UTILITY POLE		EXISTING LIGHT POLE
	PROPERTY BOUNDARY		EXISTING TREE		EXISTING BUSH
	EXISTING FENCE		EXISTING MANHOLE		EXISTING FIRE HYDRANT
	EXISTING SANITARY		EXISTING GAS LINE		FOUND PROPERTY PIN
	PROPOSED SANITARY		EXISTING ELECTRIC		CONTROL POINT
	EXISTING STORM SEWER				
	PROPOSED STORM SEWER				
	EXISTING WATER				
	PROPOSED WATER				
	EXISTING GAS LINE				
	EXISTING ELECTRIC				
	SPOT ELEVATION TOP OF CURB		SPOT ELEVATION FL # OUTLET		SPOT ELEVATION SIDEWALK
	SPOT ELEVATION FINISHED FLOOR ELEVATION				



DATE: 3/16/2022
 583 386.4236 386.4231
 2224 East 12th Street, Des Moines, IA 50319

DRAWN BY: DRAWN BY
 CHECKED BY: CHECKED BY
 DRAWING LOCATION: DRAWING LOCATION

NO.	REVISIONS: DESCRIPTION	DATE

PROJECT: CONCEPT PLAN
 LIBERTY VILLAS
 DUBUQUE STREET
 NORTH LIBERTY, IOWA

DEVELOPER: DEVELOPER NAME
 DEVELOPER ADDRESS 01
 DEVELOPER ADDRESS 02

SHEET NO.: C1



1/4" = 1' FRONT

Elevation 6

SHEET:

1



1/4" = 1' REAR



3/16" = 1' LEFT



3/16" = 1' RIGHT

For Project: N Dubuque St Project
 Project Notes:
 Location/Name: Outgoing
 Report Generated: 2/28/2022 11:39
 Speed Intervals: 1 MPH
 Time Intervals: Instant
 Traffic Report From: 2/16/2022 10:00:00 through 2/28/2022 12:59:59
 85th Percentile Speed: 40 MPH
 85th Percentile Vehicles: 12176
 Max Speed: 74 MPH on 2/26/2022 13:54:46
 Total Vehicles: 14325
 AADT: 1181

Volumes - weekly counts

Time	5 Day	7 Day
Average Daily	1223	1108
AM Peak	08:00 237	177
PM Peak	03:00 107	95

Speed

Speed Limit: 45
 85th Percentile Speed: 40
 Average Speed: 34.94

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Count over limit	35	20	51	39	55	33	43
% over limit	1.8	1.7	2.2	1.5	1.9	2.0	2.6
Avg Speeder	48.6	48.6	48.1	48.6	48.3	49.8	48.3

Class Counts

	Number	%
VEH_SM	59	0.4
VEH_MED	13872	96.8
VEH_LG	394	2.8
[VEH_SM=motorcycle,	VEH_MED = sedan,	VEH_LG = truck]

Outgoing Weekly Counts
N Dubuque St Project

from Wed-Feb-16-2022-10-00-AM to Mon-Feb-28-2022-12-59-PM

	2/14/2022	to	2/20/2022							
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Week	Weekend	Week Day 85%
Hour	2/14/2022	2/15/2022	2/16/2022	2/17/2022	2/18/2022	2/19/2022	2/20/2022	Day Avg	Avg	Avg Speed
0 - 1	*	*	*	5	12	16	16	8.5	16	33.65
1 - 2	*	*	*	1	6	8	6	3.5	7	28
2 - 3	*	*	*	3	1	1	2	2	1.5	36.5
3 - 4	*	*	*	3	4	5	2	3.5	3.5	36
4 - 5	*	*	*	4	2	2	3	3	2.5	37
5 - 6	*	*	*	6	6	4	0	6	2	36
6 - 7	*	*	*	24	25	8	9	24.5	8.5	38.3
7 - 8	*	*	*	99	102	26	14	100.5	20	38.35
8 - 9	*	*	*	242	246	20	28	244	24	37.3
9 - 10	*	*	*	135	107	38	42	121	40	41.1
10 - 11	*	*	9	62	53	48	43	41.33	45.5	42.83
11 - 12	*	*	63	60	59	38	67	60.67	52.5	38.27
12 - 13	*	*	51	46	64	46	51	53.67	48.5	38.07
13 - 14	*	*	66	50	71	54	64	62.33	59	40.97
14 - 15	*	*	57	90	59	56	66	68.67	61	38.67
15 - 16	*	*	92	88	120	63	70	100	66.5	39.5
16 - 17	*	*	66	68	102	54	82	78.67	68	39.53
17 - 18	*	*	86	136	101	53	65	107.67	59	39.63
18 - 19	*	*	109	100	123	70	85	110.67	77.5	39
19 - 20	*	*	113	58	71	38	40	80.67	39	39.17
20 - 21	*	*	65	45	75	28	29	61.67	28.5	37.5
21 - 22	*	*	52	32	37	25	22	40.33	23.5	36
22 - 23	*	*	18	14	26	42	19	19.33	30.5	35.67
23 - 24	*	*	29	28	20	24	25	25.67	24.5	35.93
Totals	0	0	876	1399	1492	767	850			
% of Total	0%	0%	16.27%	25.98%	27.71%	14.25%	15.79%			

Outgoing Weekly Counts
N Dubuque St Project

from Wed-Feb-16-2022-10-00-AM to Mon-Feb-28-2022-12-59-PM

	2/21/2022	to	2/27/2022							
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Week	Weekend	Week Day 85%
Hour	2/21/2022	2/22/2022	2/23/2022	2/24/2022	2/25/2022	2/26/2022	2/27/2022	Day Avg	Avg	Avg Speed
0 - 1	4	4	5	7	4	14	17	4.8	15.5	33.2
1 - 2	2	4	3	4	3	6	7	3.2	6.5	34.1
2 - 3	0	2	1	1	3	1	1	1.4	1	34
3 - 4	4	5	3	1	4	1	4	3.4	2.5	34.2
4 - 5	3	4	0	2	4	2	2	2.6	2	33.25
5 - 6	6	8	4	10	6	1	3	6.8	2	37.3
6 - 7	27	19	22	27	13	5	5	21.6	5	38.2
7 - 8	90	85	99	100	79	22	11	90.6	16.5	38.26
8 - 9	212	229	269	233	208	40	19	230.2	29.5	36.14
9 - 10	130	118	123	144	129	45	38	128.8	41.5	38.7
10 - 11	77	66	71	68	62	44	51	68.8	47.5	39.08
11 - 12	43	33	46	44	50	43	57	43.2	50	39.18
12 - 13	54	36	65	58	39	69	49	50.4	59	38.36
13 - 14	76	51	59	52	62	62	60	60	61	40.02
14 - 15	60	37	55	94	68	68	60	62.8	64	38.94
15 - 16	117	118	117	84	106	50	72	108.4	61	38.16
16 - 17	70	65	77	57	83	60	83	70.4	71.5	39.26
17 - 18	102	86	85	89	116	73	62	95.6	67.5	37.86
18 - 19	92	86	130	82	121	81	71	102.2	76	38.78
19 - 20	89	51	80	46	60	49	57	65.2	53	37.28
20 - 21	35	30	42	27	54	33	27	37.6	30	37.74
21 - 22	19	14	39	22	19	27	25	22.6	26	35.24
22 - 23	12	19	14	10	21	21	16	15.2	18.5	37.28
23 - 24	28	27	33	26	33	26	30	29.4	28	37.2
Totals	1352	1197	1442	1288	1347	843	827			
% of Total	16.3%	14.43%	17.38%	15.53%	16.24%	10.16%	9.97%			

For Project: N Dubuque St Project
 Project Notes:
 Location/Name: Incoming
 Report Generated: 2/28/2022 11:39
 Speed Intervals: 1 MPH
 Time Intervals: Instant
 Traffic Report From: 2/16/2022 10:00:00 through 2/28/2022 12:59:59
 85th Percentile Speed: 43 MPH
 85th Percentile Vehicles: 14634
 Max Speed: 69 MPH on 2/19/2022 10:08:06
 Total Vehicles: 17217
 AADT: 1419

Volumes - weekly counts

Time	5 Day	7 Day
Average Daily	1492	1337
AM Peak	08:00 211	156
PM Peak	04:00 205	166

Speed

Speed Limit: 45
 85th Percentile Speed: 43
 Average Speed: 38.18

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Count over limit	175	30	201	165	219	185	187
% over limit	8.2	2.0	6.5	5.1	6.3	9.7	9.9
Avg Speeder	48.0	47.1	48.4	48.2	48.2	48.9	48.0

Class Counts

	Number	%
VEH_SM	310	1.8
VEH_MED	16409	95.3
VEH_LG	498	2.9
[VEH_SM=motorcycle,	VEH_MED = sedan,	VEH_LG = truck]

Incoming Weekly Counts
N Dubuque St Project

from Wed-Feb-16-2022-10-00-AM to Mon-Feb-28-2022-12-59-PM

	2/14/2022	to	2/20/2022							
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Week	Weekend	Week Day 85%
Hour	2/14/2022	2/15/2022	2/16/2022	2/17/2022	2/18/2022	2/19/2022	2/20/2022	Day Avg	Avg	Avg Speed
0 - 1	*	*	*	22	26	39	30	24	34.5	38.5
1 - 2	*	*	*	4	3	20	10	3.5	15	37.5
2 - 3	*	*	*	6	0	9	9	3	9	33
3 - 4	*	*	*	0	3	2	1	1.5	1.5	39
4 - 5	*	*	*	6	5	3	4	5.5	3.5	38
5 - 6	*	*	*	7	3	3	2	5	2.5	45.25
6 - 7	*	*	*	8	8	3	6	8	4.5	39.5
7 - 8	*	*	*	51	40	0	4	45.5	2	41.7
8 - 9	*	*	*	212	216	22	18	214	20	40.65
9 - 10	*	*	*	77	80	31	30	78.5	30.5	42.5
10 - 11	*	*	7	52	36	56	42	31.67	49	42
11 - 12	*	*	46	38	46	43	54	43.33	48.5	42.43
12 - 13	*	*	62	53	77	49	71	64	60	44.63
13 - 14	*	*	79	61	75	64	87	71.67	75.5	43.93
14 - 15	*	*	59	67	69	74	80	65	77	43.4
15 - 16	*	*	86	156	105	62	80	115.67	71	43.6
16 - 17	*	*	206	181	229	64	82	205.33	73	42.8
17 - 18	*	*	217	181	228	75	82	208.67	78.5	42.93
18 - 19	*	*	199	187	184	69	78	190	73.5	42.07
19 - 20	*	*	130	83	102	67	75	105	71	41.27
20 - 21	*	*	76	58	60	52	48	64.67	50	39.93
21 - 22	*	*	94	69	71	43	36	78	39.5	39.17
22 - 23	*	*	42	36	33	32	23	37	27.5	39.67
23 - 24	*	*	21	24	55	26	12	33.33	19	37.6
Totals	0	0	1324	1639	1754	908	964			
% of Total	0%	0%	20.09%	24.87%	26.62%	13.78%	14.63%			

Incoming Weekly Counts
N Dubuque St Project

from Wed-Feb-16-2022-10-00-AM to Mon-Feb-28-2022-12-59-PM

	2/21/2022	to	2/27/2022							
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Week	Weekend	Week Day 85%
Hour	2/21/2022	2/22/2022	2/23/2022	2/24/2022	2/25/2022	2/26/2022	2/27/2022	Day Avg	Avg	Avg Speed
0 - 1	4	24	22	32	29	46	28	22.2	37	37.86
1 - 2	2	4	8	5	3	10	13	4.4	11.5	37.6
2 - 3	1	3	5	1	2	7	7	2.4	7	36.4
3 - 4	0	2	0	5	1	4	4	1.6	4	40
4 - 5	2	6	0	5	12	7	5	5	6	41.75
5 - 6	7	10	7	6	8	4	3	7.6	3.5	41.4
6 - 7	8	11	11	9	11	7	3	10	5	41.08
7 - 8	43	37	42	51	43	11	5	43.2	8	41.56
8 - 9	219	200	213	205	207	20	14	208.8	17	39.94
9 - 10	83	75	84	86	67	43	35	79	39	41.94
10 - 11	48	27	48	47	40	65	40	42	52.5	42.36
11 - 12	58	42	65	31	50	52	63	49.2	57.5	42.48
12 - 13	60	41	70	64	64	50	65	59.8	57.5	43.7
13 - 14	56	68	70	59	74	58	83	65.4	70.5	44.32
14 - 15	60	62	60	60	66	73	67	61.6	70	44
15 - 16	73	76	74	165	92	58	77	96	67.5	43.14
16 - 17	207	199	220	177	232	65	67	207	66	41.86
17 - 18	179	172	231	156	214	86	80	190.4	83	41.68
18 - 19	217	169	189	192	219	94	68	197.2	81	41.74
19 - 20	90	83	120	77	110	72	85	96	78.5	40.56
20 - 21	52	63	69	53	51	52	53	57.6	52.5	39.66
21 - 22	75	84	92	45	40	41	27	67.2	34	39.14
22 - 23	40	33	43	25	51	32	16	38.4	24	39.82
23 - 24	17	14	19	15	52	42	21	23.4	31.5	38.32
Totals	1601	1505	1762	1571	1738	999	929			
% of Total	15.84%	14.89%	17.44%	15.55%	17.2%	9.89%	9.19%			

Ordinance No. 2022-10

AN ORDINANCE AMENDING CHAPTER 167 OF THE NORTH LIBERTY CODE OF ORDINANCES BY AMENDING THE USE REGULATIONS ON PROPERTY LOCATED IN NORTH LIBERTY, IOWA TO THOSE SET FORTH IN THE MUNICIPAL CODE FOR THE RS-6 SINGLE-UNIT RESIDENCE DISTRICT AND RM-12 PAD MULTI-UNIT RESIDENCE DISTRICT PLANNED AREA DEVELOPMENT

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 25.64 acres, more or less, of property located on the east side of North Dubuque Street approximately 185' south of Scales Bend Road. The property is more particularly described as follows:

- A. C-2-A Highway Commercial District and I-1 Light Industrial District to RS-6 Single-Unit Residence District on property more particular described as follows: part of Auditor's Parcel No. 2017-092 and part of Auditor's Parcel No. 2016-089, in the city of North Liberty, county of Johnson, State of Iowa, more particularly described as follows: Commencing at the Northeast Quarter Corner of Section 12, Township 80 North, Range 7 West of the 5th Principal Meridian; Thence South 89° 59' 38" East along the North line of the Northeast Quarter of said Section 12, Township 80 North, Range 7 West, a distance of 30.00 feet to the Point of Beginning; Thence continuing South 89° 59' 38" East along said North line of the Northeast Quarter of Section 12, a distance of 1161.49 feet; Thence South 30° 53' 18" West, a distance of 205.36 feet to a point on a 150.00 feet radius curve, concave Southwesterly; Thence 161.00 feet Southeasterly along said curve, with a central angle of 61° 29' 45" and a 153.38 feet chord that bears South 28° 21' 50" East; Thence South 02° 23' 03" West, a distance of 335.28 feet to a point on a 150.00 feet radius curve, concave Westerly; Thence 38.96 feet Southerly along said curve, with a central angle of 14° 52' 46" and a 38.85 feet chord that bears South 09° 49' 26" West; Thence South 87° 56' 26" East, a distance of 50.69 feet; Thence South 01° 39' 16" West, a distance of 242.40 feet to the Northeast corner of Lot 1 in Squash Bend First Addition; Thence North 89° 27' 41" West, a distance of 230.48 feet to the Northeast corner of said Lot 1; Thence South 47° 03' 02" West, a distance of 177.63 feet; Thence North 42° 48' 32" West, a distance of 650.00 feet; Thence South 47° 03' 02" West, a distance of 155.00 to a point on the Northeasterly right-of-way line of North Dubuque Street; Thence North 42° 48' 32" West along said Northeasterly right-of-way line, a distance of 6.47 feet; Thence North 12° 58' 53" West along said Northeasterly right-of-way line, a distance of 24.44 feet to a point on a 204.00 feet radius curve, concave Southwesterly; Thence 199.11 feet Northwesterly along said curve, with a central angle of 55° 55' 20" and a 191.31 feet chord that bears North 38° 30' 55" West; Thence North 49° 58' 29" West, a distance

of 57.50 feet to a point on the East right-of-way line of Highway No. 965; Thence North 09° 38' 15" West along the East right-of-way line of said Highway No. 965, a distance of 134.38 feet; Thence North 90° 00' 00" West along said East right-of-way line, a distance of 15.66 feet; Thence North 12° 31' 44" West along said East right-of-way line, a distance of 101.40 feet; Thence North 00° 47' 24" West along said East right-of-way line, a distance of 229.66 feet to the Point of Beginning. Said property contains 19.729 acres, more or less.

- B. I-1 Light Industrial District to RM-12 PAD Multi-Unit Residence District Planned Area Development on property more particularly described as follows: Part of Auditor's Parcel No. 2017-092, in the City of North Liberty, County Of Johnson, State of Iowa, more particularly described as follows: Beginning at the Northeast corner of said Auditor's Parcel No. 2017-092 in the City of North Liberty, Johnson County, Iowa; Thence South 02° 04' 03" West along the east line of said Auditor's Parcel No. 2017-092, a distance of 692.86 feet to the Southeast corner of said Auditor's Parcel No. 2017-092; Thence North 87° 56' 26" West along the South line of said Auditor's Parcel No. 2017-092, a distance of 222.28 feet to a point on a 150.00 feet radius curve, concave Westerly; Thence 38.96 feet Northerly along said curve, with a central angle of 14° 52' 46" and a 38.85 feet chord that bears North 09° 49' 26" East; Thence North 02° 23' 03" East, a distance of 335.28 feet to a point on a 150.00 feet radius curve, concave Southwesterly; Thence 161.00 feet Northwesterly along said curve, with a central angle of 61° 29' 45" and a 153.38 feet chord that bears North 28° 21' 50" West; Thence North 30° 53' 18" East, a distance of 205.36 feet to the North line of said Auditor's Parcel No. 2017-092; Thence South 89° 59' 13" East along said Auditor's Parcel No. 2017-092, a distance of 194.00 feet to the Point of Beginning. Said property contains 3.598 acres, more or less.

AND

Part of Auditor's Parcel No. 2017-092, in the City of North Liberty, County of Johnson, State of Iowa, more particularly described as follows: Beginning at the Westerly corner of Lot 1 in Squash Bend First Addition in the City of North Liberty, Johnson County, Iowa, said point being on the Northeasterly right-of-way line of North Dubuque Street; Thence North 42° 48' 32" West along said right-of-way line, a distance of 650.00 feet; Thence North 47° 03' 02" East, a distance of 155.00 feet; Thence South 42° 48' 32" East, a distance of 650.00 feet; Thence South 47° 03' 02" West, a distance of 155.00 feet to the Point of Beginning. Said property contains 2.313 acres, more or less.

SECTION 2. CONDITIONS IMPOSED. At April 5, 2022 meeting the Planning Commission accepted the listed finding, the proposed zonings would achieve consistency with Section 165.09 of the Zoning Ordinance if the Comprehensive Plan Future Land Use Map is amended to residential 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. 2022-10 in *The Gazette* on the ____ of _____, 2022.

TRACEY MULCAHEY, CITY CLERK



Reprecincting Ordinance

ORDINANCE NO. _____

**AN ORDINANCE AMENDING VOTING PRECINCTS WITHIN
CHAPTER 6.07 OF THE NORTH LIBERTY CODE OF ORDINANCES**

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

SECTION 1. AMENDMENT OF ORDINANCE. Chapter 6.07 of the North Liberty Code of Ordinances is amended to read as follows:

6.07 VOTING PRECINCTS.

The boundaries of the voting precincts in the City are as follows:

Precinct 01: Beginning at the intersection of Highway 965 NE and 240th St., then northeasterly and northerly along Scales Bend Road to a northerly boundary line of the city, then northwesterly, northerly, westerly, northerly, westerly, and southerly along boundary lines of the city to 230th St., then westerly along 230th St. to a westerly boundary line of the city, then southerly, westerly, and southerly along boundary lines of the city to 240th St., then easterly along 240th St. to the point of the beginning.

Precinct 02: Beginning at the intersection of E. Penn St. and N. Front St., then easterly along E. Penn St. to North Liberty Rd., then northerly, easterly, southeasterly and southwestly along boundary lines of the city, lines being the exterior lines of Auditor's Parcel 2018060, to North Liberty Rd., then southerly along North Liberty Rd to a boundary line of the city, then easterly along said boundary line to an easterly boundary line of the city, said line being the east line of said the east boundary of the city, then east following the east boundary of the city, then southerly, easterly, south, and westerly along boundary lines of the city to Dubuque St. NE, then westerly along to a boundary line of the city, then southerly and westerly along boundary lines of the city to North Liberty Rd., then northerly along North Liberty Rd. to S. Dubuque St., then westerly along S. Dubuque St. to a boundary line boundary of the city, then northerly, westerly, southerly and westerly along boundary lines of the city to Front St., then northerly along Front St. to Hackberry St., then easterly along Hackberry St. to Juniper Ct., then northerly along Juniper Ct to Juniper St., then easterly along Juniper St. to S. Dubuque St., then northwesterly along to S. Dubuque St. to N. Front St., then northerly along N. Front St. to the point of the beginning.

Precinct 03: Beginning at the intersection of Highway 965 NE and 240th St., then northeasterly and northerly along Scales Bend Rd. to a northerly boundary line of the city, then easterly, northerly, easterly, northerly, easterly, southerly, easterly,

southerly, westerly, southerly, westerly, southerly, westerly and southerly along boundary lines of the city to N. Front St., then easterly along N. Front St. to a easterly boundary line of the city, the southerly along an easterly boundary line of the city to E. Penn St., then westerly along E. Penn St. to the CRANDIC ~~right-of-way~~railroad centerline, then northwesterly along the CRANDIC ~~right-of-way~~railroad centerline to 240th St., then easterly along 240th St. to the point of the beginning.

Precinct 04: Beginning at the intersection of S. Highway 956 and Golfview Dr., then easterly along Golfview Dr. to S. Front St., then southerly along S. Front St. to a boundary line of the city, then easterly along Cambridge Way to an easterly boundary line of the city, then easterly, southerly, easterly, southerly, easterly, southerly and westerly along boundary lines of the city to E. Forevergreen Rd., then continuing westerly along E. Forevergreen Rd. to S. Highway 956, then northerly along S. Highway 956 to the point of the beginning.

Precinct 05: Beginning at the intersection of N. Jones Blvd. and 240th St., then easterly along 240th St. to the CRANDIC ~~right-of-way~~railroad centerline, then southeasterly and southerly along the CRANDIC right-of-way to Cherry St, then westerly along Cherry St. to N. Highway 965, then southerly along N Highway 965 to Westwood Dr., then westerly along Westwood Dr. to Sugar Creek Ln., then southwestly along Sugar Creek Ln. to Fairview Ln, then northwesterly, northerly and westerly along Fairview Ln. to S. Jones Blvd, then northerly along S. Jones Blvd. and N. Jones Blvd. to the point of the beginning.

Precinct 06: Beginning at the intersection of S. Jones Blvd. and Saint Andrews Dr., then westerly along Saint Andrews Dr. to S. Kansas Ave., then northerly along Kansas Ave. to W. Penn St., then westerly along on W Penn St to a westerly boundary line of the city and the easterly right-of-way of Interstate 380, then northerly along a boundary line of the city and the easterly right-of-way of Interstate 380 to a northerly boundary line of the city and 240th Street extended, then easterly along a boundary line of the city and 240th Street to N. Jones Blvd., then southerly along N. Jones Blvd then southerly along N. Jones Blvd. to the point of the beginning.

Precinct 07: Beginning at the intersection of Saint Andrews Dr. and S. Kansas Ave., then easterly along Saint Andrews Dr. to S. Jones Blvd., then northerly along S. Jones Blvd. to Fairview Ln., then easterly, southerly and southeasterly along Fairview Ln. to Sugar Creek Ln., then northeasterly along Sugar Creek Ln. to Westwood Dr. then ~~westerly~~easterly along Westwood Dr. to S. Highway 965, then southerly along S. Highway 965 to Wheaton Rd., then westerly along Wheaton Rd. and a boundary line of the city, then northerly along a boundary line of the city to Forevergreen Rd., then westerly along Forevergreen Rd. to Jasper Ave., then northerly along Jasper Ave. to a boundary line of the city, then easterly along a

boundary line of the city to the easterly right-of-way of Interstate 380 and a boundary line of the city, then northerly along the easterly right-of-way of Interstate 380 and boundary lines of the city to W. Penn St., then easterly along W. Penn St. to N. Kansas Ave., ~~then southerly along N. Kansas Ave. and S. Kansas Ave. to Saint Andrews Dr., then easterly along Saint Andrews Dr.~~ to the point of beginning.

~~And~~

~~Beginning at the intersection of 250th St. NW and Herky Dr., then easterly along 250th St. NW to the westerly right-of-way of Interstate 380 and a boundary line of the city, then southeasterly and southerly along the easterly right-of-way line of Interstate 380 and boundary lines of the city, then westerly along a boundary line of the city, then northerly along a boundary line of the city to 250th St. NW, then easterly along 250 St. NW to the point of beginning.~~

~~Excepting therefrom:~~

~~The south 50 feet of the west one-half of the Southeast Quarter of the Southeast Quarter of Section 15, Township 80 North, Range 7 West lying east of Interstate 380; the east one-half of the Southeast Quarter of Section 15, Township 80 North, Range 7 West; Deatsch Second Subdivision; the Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 14, Township 80 North, Range 7 West; Chipman's Subdivision except Lot 2 thereof; the south 66 feet of the west one-half of the Southwest Quarter of the Southeast Quarter of Section 14, Township 80 North, Range 7 West.~~

Precinct 08: Beginning at the intersection of N. Highway 965 and E. Cherry St., then easterly along E. Cherry St. to the CRANDIC ~~right-of-way~~railroad centerline, then northerly along the CRANDIC ~~right-of-way~~railroad centerline to W. Penn St., then easterly along W. Penn St. to S. Front St., then southerly along S. Front St. to S Dubuque St, then southeasterly along S. Dubuque St. to Juniper St., then westerly along Juniper St. to Juniper Ct., then southerly along Juniper Ct. to Hackberry St., then westerly along Hackberry St. to S. Front St., then southerly along S. Front St. to Golfview Dr. , then westerly along Golfview Dr. to S. Highway 965, then northerly along S. Highway 965 and N. Highway 965 to the point of the beginning.

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

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

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

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

The City Council of North Liberty has suspended the requirement of consideration of this amendment at two council meetings before the meeting at which it is finally passed, in accordance with Iowa Code § 380.3.

First 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.

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. _____ in the Cedar Rapids *Gazette* on the ____ day of _____, 2022.

TRACEY MULCAHEY, CITY CLERK

Ordinance No. 2022-11

**AN ORDINANCE AMENDING VOTING PRECINCTS WITHIN
CHAPTER 6.07 OF THE NORTH LIBERTY CODE OF
ORDINANCES**

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

SECTION 1. AMENDMENT OF ORDINANCE. Chapter 6.07 of the North Liberty Code of Ordinances is amended to read as follows:

6.07 VOTING PRECINCTS.

The boundaries of the voting precincts in the City are as follows:

Precinct 01: Beginning at the intersection of Highway 965 NE and 240th St., then northeasterly and northerly along Scales Bend Road to a northerly boundary line of the city, then northwesterly, northerly, westerly, northerly, westerly, and southerly along boundary lines of the city to 230th St., then westerly along 230th St. to a westerly boundary line of the city, then southerly, westerly, and southerly along boundary lines of the city to 240th St., then easterly along 240th St. to the point of the beginning.

Precinct 02: Beginning at the intersection of E. Penn St. and N. Front St., then easterly along E. Penn St. to North Liberty Rd., then northerly, easterly, southeasterly and southwesterly along boundary lines of the city, lines being the exterior lines of Auditor's Parcel 2018060, to North Liberty Rd., then southerly along North Liberty Rd to a boundary line of the city, then easterly along said boundary line to an easterly boundary line of the city, said line being the east line of said the east boundary of the city, then east following the east boundary of the city, then southerly, easterly, south, and westerly along boundary lines of the city to Dubuque St. NE, then westerly along to a boundary line of the city, then southerly and westerly along boundary lines of the city to North Liberty Rd., then northerly along North Liberty Rd. to S. Dubuque St., then westerly along S. Dubuque St. to a boundary line boundary of the city, then northerly, westerly, southerly and westerly along boundary lines of the city to Front St., then northerly along Front St. to Hackberry St., then easterly along Hackberry St. to Juniper Ct., then northerly along Juniper Ct to Juniper St., then easterly along Juniper St. to S. Dubuque St., then northwesterly along to S. Dubuque St. to N. Front St., then northerly along N. Front St. to the point of the beginning.

Precinct 03: Beginning at the intersection of Highway 965 NE and 240th St., then northeasterly and northerly along Scales Bend Rd. to a northerly boundary line of the city, then easterly, northerly, easterly, northerly, easterly, southerly, easterly, southerly, westerly, southerly, westerly, southerly, westerly and southerly along boundary lines of the city to N. Front St., then easterly along N. Front St. to a easterly boundary line of the city, the southerly along an easterly boundary line of the city to E. Penn St., then westerly along E. Penn St. to the CRANDIC railroad centerline, than northwesterly along the CRANDIC railroad centerline to 240th St., then easterly along 240th St. to the point of the beginning.

Precinct 04: Beginning at the intersection of S. Highway 956 and Golfview Dr., then easterly along Golfview Dr. to S. Front St., then southerly along S. Front St. to a boundary line of the city, then easterly along Cambridge Way to an easterly boundary line of the city, then easterly, southerly, easterly, southerly, easterly, southerly and westerly along boundary lines of the city to E. Forevergreen Rd., then continuing westerly along E. Forevergreen Rd. to S. Highway 956, then northerly along S. Highway 956 to the point of the beginning.

Precinct 05: Beginning at the intersection of N. Jones Blvd. and 240th St., then easterly along 240th St. to the CRANDIC railroad centerline, then southeasterly and southerly along the CRANDIC right-of-way to Cherry St, then westerly along Cherry St. to N. Highway 965, then southerly along N Highway 965 to Westwood Dr., then westerly along Westwood Dr. to Sugar Creek Ln., then southwestly along Sugar Creek Ln. to Fairview Ln, then northwesterly, northerly and westerly along Fairview Ln. to S. Jones Blvd, then northerly along S. Jones Blvd. and N. Jones Blvd. to the point of the beginning.

Precinct 06: Beginning at the intersection of S. Jones Blvd. and Saint Andrews Dr., then westerly along Saint Andrews Dr. to S. Kansas Ave., then northerly along Kansas Ave. to W. Penn St., then westerly along on W Penn St to a westerly boundary line of the city and the easterly right-of-way of Interstate 380, then northerly along a boundary line of the city and the easterly right-of-way of Interstate 380 to a northerly boundary line of the city and 240th Street extended, then easterly along a boundary line of the city and 240th Street to N. Jones Blvd., then southerly along N. Jones Blvd then southerly along N. Jones Blvd. to the point of the beginning.

Precinct 07: Beginning at the intersection of Saint Andrews Dr. and S. Kansas Ave., then easterly along Saint Andrews Dr. to S. Jones Blvd., then northerly along S. Jones Blvd. to Fairview Ln., then easterly, southerly and southeasterly along Fairview Ln. to Sugar Creek Ln., then northeasterly along Sugar Creek Ln. to Westwood Dr. then easterly along Westwood Dr. to S. Highway 965, then southerly along S. Highway 965 to Wheaton Rd., then westerly along Wheaton Rd. and a boundary line of the city, then northerly along a boundary line of the city to

Forevergreen Rd., then westerly along Forevergreen Rd. to Jasper Ave., then northerly along Jasper Ave. to a boundary line of the city, then easterly along a boundary line of the city to the easterly right-of-way of Interstate 380 and a boundary line of the city, then northerly along the easterly right-of-way of Interstate 380 and boundary lines of the city to W. Penn St., then easterly along W. Penn St. to N. Kansas Ave., then southerly along N. Kansas Ave. and S. Kansas Ave. to the point of beginning.

Precinct 08: Beginning at the intersection of N. Highway 965 and E. Cherry St., then easterly along E. Cherry St. to the CRANDIC railroad centerline, then northerly along the CRANDIC railroad centerline to W. Penn St., then easterly along W. Penn St. to S. Front St., then southerly along S. Front St. to S. Dubuque St., then southeasterly along S. Dubuque St. to Juniper St., then westerly along Juniper St. to Juniper Ct., then southerly along Juniper Ct. to Hackberry St., then westerly along Hackberry St. to S. Front St., then southerly along S. Front St. to Golfview Dr., then westerly along Golfview Dr. to S. Highway 965, then northerly along S. Highway 965 and N. Highway 965 to the point of the beginning.

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

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

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

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

The City Council of North Liberty has suspended the requirement of consideration of this amendment at two council meetings before the meeting at which it is finally passed, in accordance with Iowa Code § 380.3.

First 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.

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. 2022-11 in the Cedar Rapids Gazette on the ____ day of _____, 2022.

TRACEY MULCAHEY, CITY CLERK

**LETTER OF AGREEMENT BETWEEN THE CITY OF NORTH LIBERTY
AND THE JOHNSON COUNTY BOARD OF SUPERVISORS
CONCERNING VOTING PRECINCT ASSIGNMENTS FOR CERTAIN
PORTIONS OF NORTH LIBERTY AND JOHNSON COUNTY**

WHEREAS, the City of North Liberty (the “City”) has worked with the Johnson County Auditor to identify and implement a reprecincting plan to reflect and accommodate population changes identified in the decennial census; and

WHEREAS, the City of North Liberty has annexed certain territory in Madison Township and Clear Creek Township in Johnson County pursuant to Iowa Code §368.7; and

WHEREAS, certain unpopulated portions of the annexed territory lie in a different legislative district than the remainder of the City; and

WHEREAS, United States Census Blocks have been created in North Liberty, Madison Township and Clear Creek Township which do not reflect certain of these completed annexations; and

WHEREAS, the Iowa Secretary of State has elected to impose changes to the City of North Liberty’s election precinct plan pursuant to Iowa Code §49.7(4) to ensure compliance with Iowa law in light of notwithstanding the above; and

WHEREAS, the City and the Johnson County Board of Supervisors wish to enter into a written agreement to officially enact the changes imposed,

IT IS THEREFORE AGREED AS FOLLOWS:

1. That the territory within the City of North Liberty that is west of Interstate 380 also known as Census Block 191030103061018 shall be included in the Madison Township Precinct. Said area is more particularly described as:

Beginning at the intersection of 250th St. NW and Herky Dr., then easterly along 250th St. NW to the westerly right-of-way of Interstate 380 and a boundary line of the city, then southeasterly and southerly along the easterly right-of-way line of Interstate 380 and boundary lines of the city, then westerly along a boundary line of the city, then northerly along a boundary line of the city to 250th St. NW, then easterly along 250 St. NW to the point of beginning.

2. That the area including Census Block 191030103053002 shall be included in North Liberty Precinct 06. Said area is more particularly described as:

Also described as: The SE $\frac{1}{4}$ NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 11, Township 80 North, Range 7 West.

3. That the area including Census Block 191030103034032, formerly in Clear Creek Township, and Census Blocks 191030103034026, 191030103034027, and 191030103034028 in Madison Township shall be included in North Liberty Precinct 07. Said areas are more particularly described as:

The south 50 feet of the west one-half of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 15, Township 80 North, Range 7 West lying east of Interstate 380; the east one-half of the SE $\frac{1}{4}$ of Section 15, Township 80 North, Range 7 West; Deatsch Second Subdivision; the SW $\frac{1}{4}$ SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14, Township 80 North, Range 7 West; Chipman's Subdivision except Lot 2 thereof; the south 66 feet of the west one-half of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14, Township 80 North, Range 7 West.

[signature pages follow]

JOHNSON COUNTY

This Agreement was approved by official action of the Johnson County Board of Supervisors in official session on the _____ day of _____, 2022.

Royceann Porter, Chairperson
Johnson County Board of Supervisors

ATTEST: _____
County Auditor

CITY OF NORTH LIBERTY

By: _____
Chris Hoffman, Mayor

ATTEST: _____
Tracey Mulcahey, City Clerk

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 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

Resolution No. 2022-47

A RESOLUTION APPROVING THE LETTER OF AGREEMENT REGARDING VOTING PRECINCT ASSIGNMENTS FOR CERTAIN PORTIONS OF NORTH LIBERTY BETWEEN THE CITY OF NORTH LIBERTY AND JOHNSON COUNTY BOARD OF SUPERVISORS

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

WHEREAS, as a part of the decennial census, a precincting plan was implemented;

WHEREAS, some of the area that has been newly annexed lies in a different legislative district than the rest of the City; and

WHEREAS, it is the parties' desire to agree and establish, in writing, their understanding regarding area and how the precinct plan is implemented.

NOW, THEREFORE, BE IT RESOLVED that that the Letter of Agreement regarding voting precincts between the City of North Liberty and South the Johnson County Board of Supervisors is approved.

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

APPROVED AND ADOPTED this 26th day of April, 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



Zoning Ordinance Amendment



April 5, 2022

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

Re: Request of the City of North Liberty for an Ordinance for an Ordinance amending Section 167.01 regarding the definition of "Masonry, Required" and Section 168.07 regarding use standards for garages attached to dwellings and scrivener errors in use standards for vehicle dealerships.

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its April 5, 2022 meeting. The Planning Commission took the following action:

Finding:

1. The proposed Ordinance would revise oversights in the recently adopted Zoning Ordinance amendment.

Recommendation:

The Planning Commission accepted the two listed finding and forwards the Ordinance amendment to the City Council with a recommendation for approval.

The vote for approval was 6-0.

Josey Bathke, Vice Chairperson
City of North Liberty Planning Commission



To **City of North Liberty Planning Commission**
From **Ryan Rusnak, AICP**
Date **April 1, 2022**
Re **Request of the City of North Liberty for an Ordinance for an Ordinance amending Section 167.01 regarding the definition of "Masonry, Required" and Section 168.07 regarding use standards for garages attached to dwellings and scrivener errors in use standards for vehicle dealerships.**

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

Discussion:

This Ordinance cleans up oversights in the large Zoning Ordinance amendment, which was recently amended. As mentioned during the initial amendment, staff is committed to making amendments to achieve the desired community standard.

1. Section 167.01 General Definitions.

It was realized that an outright prohibition on overhead doors was onerous when transparency in the overhead door could provide visual interest to a building. In that light, it is staff's opinion that credit should not be given to solid doors.

"Masonry, required" means the total area of a building elevation measured between grade and the highest point of the coping of a flat roof or the eaves for gable, hip, gambrel or mansard roof. The transparency from windows ~~Windows~~ and doors may be subtracted out of the total area ~~with the exception of overhead doors~~ in non-residential (including mixed use) buildings.

2. Section 168.07 Uses Defined And Use Standards.

A. Section 168.07(27)(B)(9) - Dwelling - Single-Unit.

It was realized that 50% was too restrictive and actually made homes non-conforming, which was not the goal of the amendment. 60% is much more reasonable standard.

(9) Front-facing garages shall not exceed 16' or ~~50~~60% 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.

B. Section 168.07(76)(B)(1) - Vehicle Dealership, New and Used

This corrects and outdated code reference.

(1) The number and location of vehicles shall be designated on an approved site plan. The vehicle display area shall be designed in accordance with the provisions of Section 169.01 and ~~169.13~~169.02 with the exception that display areas do not need to be delineated with paint or other permanent materials.

C. Section 168.07(77)(B)(1) - Vehicle Dealership, Used

This corrects and outdated code reference.

(1) The number and location of vehicles shall be designated on an approved site plan. The vehicle display area shall be designed in accordance with the provisions of Section 169.01 and ~~169.13~~169.02 with the exception that display areas do not need to be delineated with paint or other permanent materials.

Public Input:

No public input has been received. However, these amendments are the result of applications of the Zoning Ordinance on real projects.

Staff Recommendation:

Finding:

1. The proposed Ordinance would revise oversights in the recently adopted Zoning Ordinance amendment.

Recommendation:

Staff recommends the Planning Commission accept the listed finding and forward the Ordinance amendment to the City Council with a recommendation for approval.

Suggested Motion:

I move that the Planning Commission accept the listed finding and forwards the Ordinance amendment to the City Council with a recommendation for approval.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 167.01 REGARDING THE DEFINITION OF "MASONRY, REQUIRED", SECTION 168.07(27)(9) REGARDING DESIGN STANDARDS FOR ATTACHED GARAGES AND SECTIONS 168.07(76) AND 168.07(77) CORRECTING SCRIVENER'S ERRORS.

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

SECTION 1. AMENDMENT OF SECTION 167.01. Section 167.01 (definition of "Masonry, required" only) of the Code of Ordinances is amended to read as follows:

"Masonry, required" means the total area of a building elevation measured between grade and the highest point of the coping of a flat roof or the eaves for gable, hip, gambrel or mansard roof. ~~The transparency from~~ ~~W~~indows and doors may be subtracted out of the total area ~~with the exception of overhead doors~~ in non-residential (including mixed use) buildings.

SECTION 2. AMENDMENT OF SECTION 168.07(27). Section 168.07(27)(B)(9) of the Code of Ordinances is amended to read as follows:

27. Dwelling - Single-Unit.
- A. Defined. Single-Unit Dwelling means a structure containing only one dwelling unit on a single lot.
 - B. Use Standards.
 - (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~~60% 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.

SECTION 3. AMENDMENT OF SECTIONS 168.07(76) and 168.07(77). Sections 168.07(76) and 168.07(77) are amended to read as follows:

76. Vehicle Dealership, New and Used

- A. Defined. New and Used Vehicle dealership means an establishment that sells or leases new or primarily new automobiles, vans, motorcycles, and/or all-terrain vehicles (ATV) vehicles, or other similar motorized transportation vehicles. Vehicle dealerships do not include medium duty trucks (with the exception of pickup trucks), heavy duty trucks, trailers, boats, or heavy equipment sales, which are considered heavy retail, rental, and service. A dealership may provide ancillary on-site facilities for the repair (minor or major) and service of the vehicles sold or leased by the dealership.

- B. Use Standards.
 - (1) The number and location of vehicles shall be designated on an approved site plan. The vehicle display area shall be designed in accordance with the provisions of Sections 169.01 and 169.13-02 with the exception that display areas do not need to be delineated with paint or other permanent materials.
 - (2) All vehicles offered for sale shall be operational and roadworthy as provided in the applicable sections of the Code of Iowa and the Iowa Administrative Code.

77. Vehicle Dealership, Used.

- A. Defined. Used Vehicle dealership means an establishment that sells or leases used automobiles, vans, motorcycles, and/or all-terrain vehicles (ATV) vehicles, or other similar motorized transportation vehicles. Vehicle dealerships do not include medium duty trucks (with the exception of pickup trucks), heavy duty trucks, trailers, boats, or heavy equipment sales, which are considered heavy retail, rental, and service. A dealership may provide ancillary on-site facilities for the minor repair and service of the vehicles sold or leased by the dealership.
- B. Use Standards.
 - (1) The number and location of vehicles shall be designated on an approved site plan. The vehicle display area shall be designed in accordance with the provisions of Sections 169.01 and 169.13-02 with the exception that display areas do not need to be delineated with paint or other permanent materials.
 - (2) All vehicles offered for sale shall be operational and roadworthy as provided in the applicable sections of the Code of Iowa and the Iowa Administrative Code.

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.

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. _____ in the *Cedar Rapids Gazette* on the ____ day of _____, 2022.

TRACEY MULCAHEY, CITY CLERK

Ordinance No. 2022-09

AN ORDINANCE AMENDING SECTION 167.01 REGARDING THE DEFINITION OF "MASONRY, REQUIRED", SECTION 168.07(27)(9) REGARDING DESIGN STANDARDS FOR ATTACHED GARAGES AND SECTIONS 168.07(76) AND 168.07(77) CORRECTING SCRIVENER'S ERRORS.

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

SECTION 1. AMENDMENT OF SECTION 167.01. Section 167.01 (definition of "Masonry, required" only) of the Code of Ordinances is amended to read as follows:

"Masonry, required" means the total area of a building elevation measured between grade and the highest point of the coping of a flat roof or the eaves for gable, hip, gambrel or mansard roof. The transparency from windows and doors may be subtracted out of the total area in non-residential (including mixed use) buildings.

SECTION 2. AMENDMENT OF SECTION 168.07(27). Section 168.07(27)(B)(9) of the Code of Ordinances is amended to read as follows:

27. Dwelling - Single-Unit.
- A. Defined. Single-Unit Dwelling means a structure containing only one dwelling unit on a single lot.
 - B. Use Standards.
 - (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 60% 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.

SECTION 3. AMENDMENT OF SECTIONS 168.07(76) and 168.07(77). Sections 168.07(76) and 168.07(77) are amended to read as follows:

76. Vehicle Dealership, New and Used

- A. Defined. New and Used Vehicle dealership means an establishment that sells or leases new or primarily new automobiles, vans, motorcycles, and/or all-terrain vehicles (ATV) vehicles, or other similar motorized transportation vehicles. Vehicle dealerships do not include medium duty trucks (with the exception of pickup trucks), heavy duty trucks, trailers, boats, or heavy equipment sales, which are considered heavy retail, rental, and service. A dealership may provide ancillary on-site facilities for the repair (minor or major) and service of the vehicles sold or leased by the dealership.

- B. Use Standards.
 - (1) The number and location of vehicles shall be designated on an approved site plan. The vehicle display area shall be designed in accordance with the provisions of Sections 169.01 and 169.02 with the exception that display areas do not need to be delineated with paint or other permanent materials.
 - (2) All vehicles offered for sale shall be operational and roadworthy as provided in the applicable sections of the Code of Iowa and the Iowa Administrative Code.
77. Vehicle Dealership, Used.
- A. Defined. Used Vehicle dealership means an establishment that sells or leases used automobiles, vans, motorcycles, and/or all-terrain vehicles (ATV) vehicles, or other similar motorized transportation vehicles. Vehicle dealerships do not include medium duty trucks (with the exception of pickup trucks), heavy duty trucks, trailers, boats, or heavy equipment sales, which are considered heavy retail, rental, and service. A dealership may provide ancillary on-site facilities for the minor repair and service of the vehicles sold or leased by the dealership.
 - B. Use Standards.
 - (1) The number and location of vehicles shall be designated on an approved site plan. The vehicle display area shall be designed in accordance with the provisions of Sections 169.01 and 169.02 with the exception that display areas do not need to be delineated with paint or other permanent materials.
 - (2) All vehicles offered for sale shall be operational and roadworthy as provided in the applicable sections of the Code of Iowa and the Iowa Administrative Code.

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 April 12, 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.

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. 2022-09 in the *Cedar Rapids Gazette* on the ____ day of _____, 2022.

TRACEY MULCAHEY, CITY CLERK



Matnic Rezoning

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 March 22, 2022.

Second reading on April 12, 2022.

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.

TRACEY MULCAHEY, CITY CLERK



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

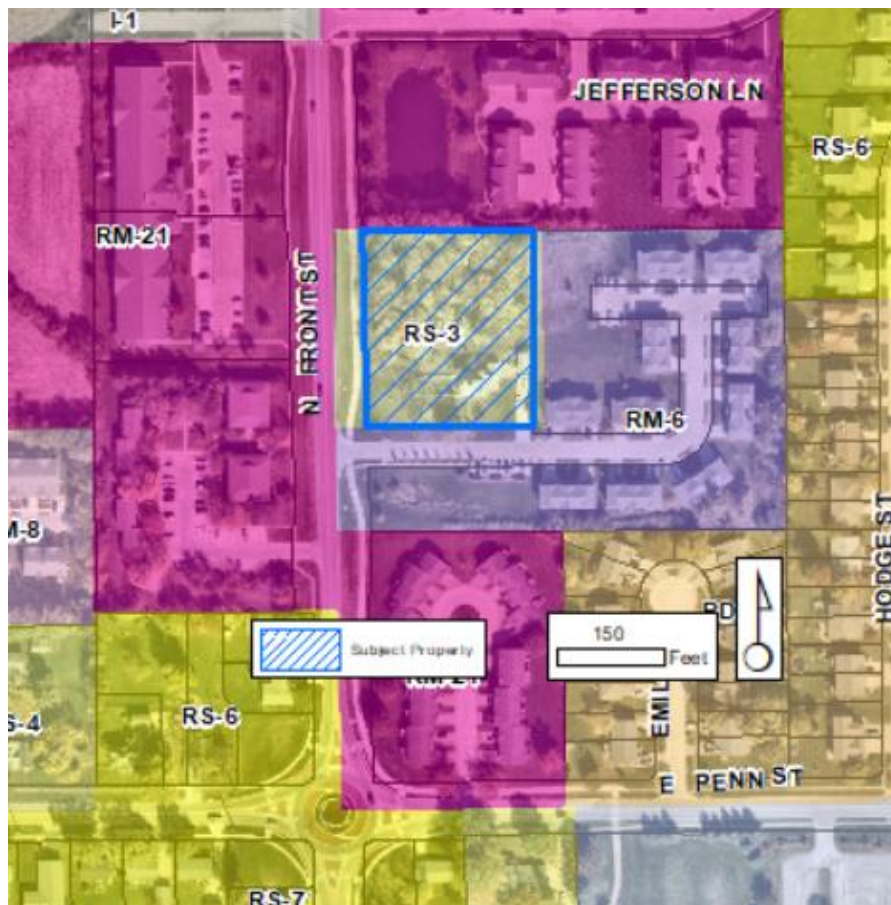


To **City of North Liberty Planning Commission**
 From **Ryan Rusnak, AICP**
 Date **February 25, 2022**
 Re **Request of Matnic, LLC for a zoning map amendment (rezoning) on approximately 1.48 acres from RS-3 Single-Unit Residence District to RM-21 Multiple-Unit Residence District on property located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

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.

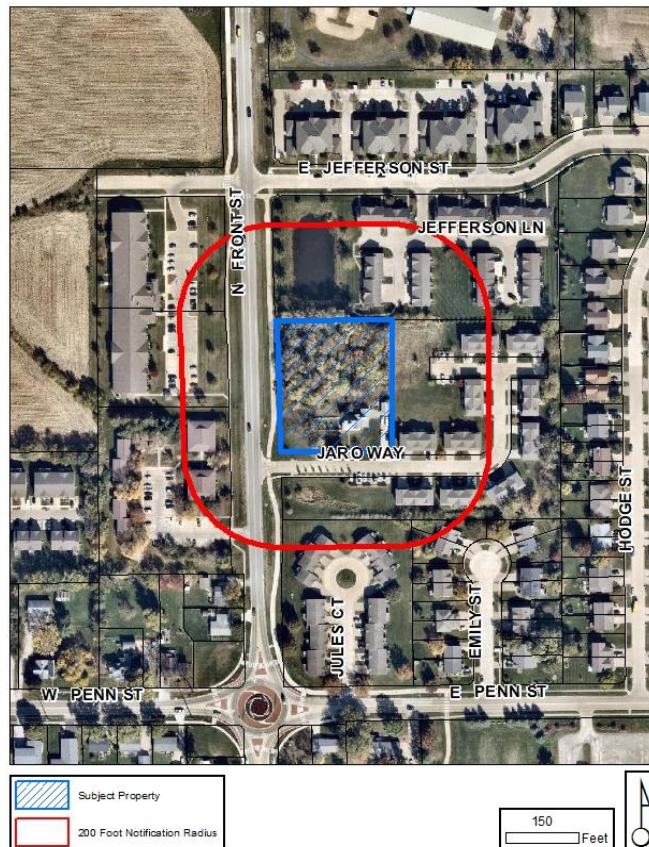
It is staff’s opinion that the proposed zoning would be consistent with the Future Land Use Map.

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 development 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.



Additional Information



JOHNSON COUNTY IOWA
BOARD OF SUPERVISORS MEETING MINUTES
MONDAY, JANUARY 24, 2022

Second Floor Boardroom

Joint Entities Meeting

4:31 PM

JOHNSON COUNTY ADMINISTRATION BUILDING
913 SOUTH DUBUQUE STREET
IOWA CITY, IA 52240

Chairperson Porter called the Johnson County Board of Supervisors to order in the Johnson County Administration Building Boardroom at 4:31 p.m. **Members present:** Jon Green*, Lisa Green-Douglass, Pat Heiden, Royceann Porter, and Rod Sullivan*.

*Denotes electronic participation.

Welcome and Introductions

Elected officials introduced themselves as follows:

Coralville City Council Members Laurie Goodrich, Jill Dodds*, Mike Knudson*, Hai Huynh*, Coralville Mayor Meghann Foster*, and Coralville Mayor Pro Tem Mitch Gross*,
Hills City Council Member Emily Hudacheck*, Hills Mayor Tim Kemp*,
Iowa City Mayor Bruce Teague, Iowa City Council Members Pauline Taylor, Laura Bergus*, John Thomas, Janice Weiner*, and Shawn Harmsen*, Iowa City Mayor Pro Tem Megan Alter*.

Meeting participants said they were having difficulty hearing one another so Porter called for a recess to restore order. *Recessed at 4:35 p.m.; reconvened at 4:49 p.m.*

Introductions resumed as follows:

Lone Tree City Council Member Dave Wageman*,
Oxford Mayor Heather Johnson*,
North Liberty Mayor Chris Hoffman*, North Liberty City Council Members Brian Wayson*, Brent Smith*, and Erek Sittig*,
Swisher Mayor Christopher Taylor*,
Tiffin City Administrator Doug Boldt*,
University Heights Mayor Louise From*, University Heights City Council Member Stepheny Gahn*,
Clear Creek Amana Interim Superintendent Joseph Brown*,
Iowa City Community School District (ICCS)D Vice President Ruthina Malone*, ICCSD President Shawn Eyestone*, ICCSD Board Members Maka Pilcher Hayek, Charlie Eastham, Lisa Williams*, and Jayne Finch*.

Porter announced that agenda item number four, “American Rescue Plan Act Updates from Municipalities” will be moved to last place on the agenda.

Clear Creek Amana Community Schools Update: March 1, 2022 Bond Referendum

Clear Creek Amana Interim Superintendent Joseph Brown presented a PowerPoint about the March 1, 2022 bond referendum for \$65,000,000 for the purpose of building a new 600-student elementary school in Coralville, a vocational addition to the high school, and expansion of fine arts facilities at the middle and high schools. Officials discussed the

placement of the vocational wing in relation to the flood plain and Brown spoke on the matter.

COVID-19 Update from Johnson County Public Health

Johnson County Public Health Director Danielle Pettit-Majewski provided statistics about COVID-19 infections in Johnson County and spoke about face coverings, COVID-19 vaccinations, testing, and contact tracing. She said 78.6% of Johnson County's population is vaccinated, but staffing shortages among healthcare providers has not waned. She announced how each household can secure rapid antigen tests that are now available at no charge.

Nomi Health, Inc. COVID-19 Testing Clinic

ICCSA President Shawn Eyestone said the Nomi Health, Inc. drive-thru COVID-19 testing clinic at Liberty High School has administered over 1,100 tests. He announced plans for additional clinics within the Iowa City Community School District.

Interest for a Childcare Presentation and Discussion at Next Joint Entities Meeting

Iowa City Mayor Bruce Teague asked if there is interest to bring in area experts who could provide knowledgeable information about local, state and federal childcare. Green-Douglass and Coralville Mayor Meghann Foster suggested Lynette Jacoby, Deb Dunkhase, and Jennifer Banta would be good resources for such a presentation.

Sustainability Working Group of Johnson County Update

Johnson County Planning, Development, and Sustainability Department Sustainability Coordinator Becky Soglin* presented a PowerPoint about the Sustainability Working Group of Johnson County. The PowerPoint is contained in the agenda packet of this meeting.

Proposed Dates and Hosts for Future Joint Entities Meetings

Board Office Executive Director Mike Hensch suggested the joint entities follow a proposed schedule for future meeting dates and designated hosts. He displayed a schedule on the monitor and via Zoom; absent any objection, the next meeting is scheduled for April 18, 2022, and to be hosted by ICCSD.

American Rescue Plan Act Updates from Municipalities

Johnson County Grants Coordinator Donna Brooks* reviewed the history and timeline of the development of the American Rescue Plan Act Direct Assistance Program. She noted that the final rule, released by the U.S. Treasury on January 6, contained expanded guidance and flexibility that affected the Direct Assistance Program. Teague, Eastham, and Special Projects Manager Ray Forsythe provided additional information.

Adjourned at 5:34 p.m.

Attest: Travis Weipert, Auditor

Recorded by Kyle Phillips, Auditor's Office Administrative Secretary

Finalized by Nancy Tomkovicz, Deputy Auditor



To North Liberty Mayor and City Council Members
CC Ryan Heiar, City Administrator
From Brian Platz, Fire Chief
Date April 20th, 2022
Re Fire Department Report to Council – April 2022

Last month I reported on a pilot program that is centric to EMS only responders. As an update, we have received eight applications and are preparing to start the interview process. We are hopeful that we can identify six candidates to keep this initiative moving and help us determine the potential success of such a program. Stay tuned for additional updates.

We continue to advance the training level of our new class of firefighters. All eleven probationary members are still with us and they seem to be “getting it”. Many of these members have been released to start responding to calls to observe more senior members. This is sometimes a benchmark that causes newer personnel to question whether or not they are able to do this type of work. So far so good... One of the strengths of doing an annual academy is the repeated foundation level learning that incumbents also receive. It takes a significant group to teach new personnel so those who are willing to assist also benefit from the instruction.

Speaking of new firefighters, I’d be remiss if I didn’t mention the class from the year prior. They’ve successfully completed their probationary/orientation training. One of the ways we celebrate this benchmark is with a badge pinning ceremony. We are planning this year’s ceremony to take place on May 1st at 10:30 am at the fire station. We would love to extend an invitation to our elected officials. Your presence in helping us celebrate their achievements would be greatly appreciated.

We recently had a fire station alerting system installed. Basically, speakers, lighting and visual/messaging ques were installed throughout the station. This makes it so responders don’t have to carry a pager or a radio while they spend time, especially overnight, at the fire station. The system was designed to ensure that every part of the fire station is covered by a speaker. Additionally, a count up clock has been installed by the main response pumper that allows the crew to see how many seconds it’s been since the call was dispatched. The hope is that this awareness will help keep turnout times low and provide data for improvement. The system was budgeted at \$62,000.00 which included the equipment, installation and testing. I’m happy to report that the total cost came to \$57,569.12. With inflation and supply chain issues, we are calling this a win. Additionally, the system is working flawlessly and is exceeding our expectations. We really appreciate your help to make this improvement to the fire station.



North Liberty Fire Department 2022 Monthly/YTD Response Report

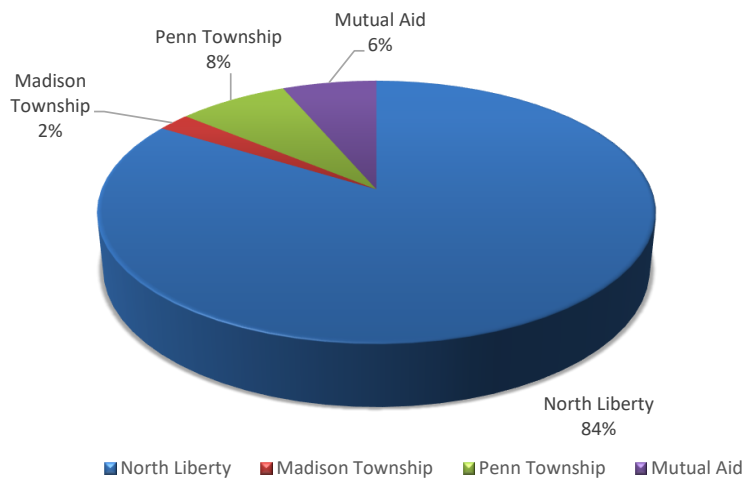
North Liberty Fire Department Responses By Fire District

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
North Liberty	106	112	81										299	83.75%
Madison Township	3	2	3										8	2.24%
Penn Township	7	8	12										27	7.56%
Mutual Aid	8	8	7										23	6.44%
Total Responses	124	130	103										357	

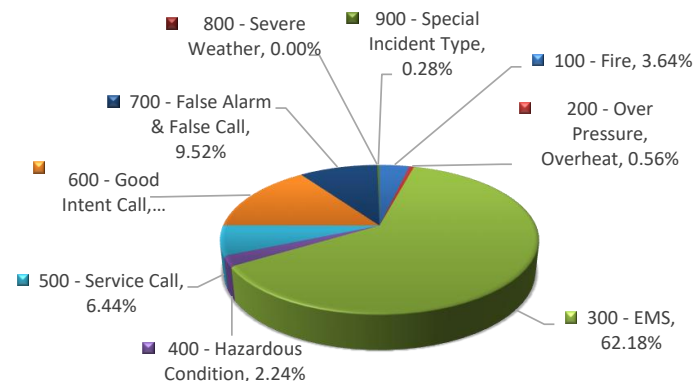
North Liberty Fire Department Responses By Type of Incident

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
100 - Fire	3	6	4										13	3.64%
200 - Over Pressure, Overheat	1	1											2	0.56%
300 - EMS	77	77	68										222	62.18%
400 - Hazardous Condition	3	2	3										8	2.24%
500 - Service Call	10	8	5										23	6.44%
600 - Good Intent Call	14	25	15										54	15.13%
700 - False Alarm & False Call	15	11	8										34	9.52%
800 - Severe Weather														
900 - Special Incident Type	1												1	0.28%
Total Responses	124	130	103										357	

2022 District Responses YTD
(Rounded Percentage)



2022 Type of Incidents YTD
(Percentage)





North Liberty Fire Department 2022 Monthly/YTD Response Report

North Liberty Fire Department Response Statistics (All Incidents)

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
Total Responses for Month	124	130	103	0	0	0	0	0	0	0	0	0	357	
Average Responders per Incident (Including Members at Station)	4.6	5.9	5.5										5.3	
# Incidents with 2 or less Responders	25	14	11										50	
% Incidents with 2 or less Responders	20.2%	10.8%	10.7%										14.0%	
# Incidents with No NLFD Response	0	0	0											
# Incidents Cancelled Enroute or Prior to Arrival	12	15	9										36	10.08%
# Incidents Cancelled by JCAS	1	5	2										8	22.22%
# Incidents Cancelled by JECC	5	2	3										10	27.78%
# Incidents Cancelled by Law Enforcement	2	4	3										9	25.00%
# Incidents Cancelled by Fire Department	4	4	1										9	25.00%

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

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
Total Emergent (Lights & Sirens) Responses for Month	82	71	70											
# of Incidents with Turnout Time 2 Minutes or Less - PPC/Admin	20	10	19											
# of Incidents with Turnout Time 2 Minutes or Less - PT	7	18	11											
# of Incidents with Turnout Time 2 Minutes or Less - Total	27	28	30											
% Incidents with Turnout Time 2 Minutes or Less	32.9%	39.4%	42.9%											
90th Percentile Turnout Time - (Minutes) Part-Time	2:49	2:50	3:08										2:52	
90th Percentile Turnout Time - (Minutes) Paid Per Call	7:18	6:34	4:45										5:57	

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

North Liberty Fire Department Auto Aid & Mutual Aid Given

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
Auto Aid - Coralville (52001)	3	4	1										8	2.24%
Auto Aid - Iowa City (52003)		1											1	0.28%
Auto Aid - Solon (52008)	2	2	1										5	1.40%
Auto Aid - Swisher (52009)	3	1	4										8	2.24%
Auto Aid - Tiffin (52010)													0	0.00%
Mutual Aid - Other Fire Departments			1										1	0.28%
Total Responses	8	8	7	0	0	0	0	0	0	0	0	0	23	6.44%

North Liberty Fire Department Auto Aid & Mutual Aid Received

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
Auto Aid - Coralville (52001)	2	2	4										8	2.24%
Auto Aid - Iowa City (52003)													0	0.00%
Auto Aid - Solon (52008)	2	1	3										6	1.68%
Auto Aid - Swisher (52009)	2	1											3	0.84%
Auto Aid - Tiffin (52010)	1	1											2	0.56%
Mutual Aid - Other Fire Departments													0	0.00%
Total Responses	7	5	7	0	0	0	0	0	0	0	0	0	19	5.32%