



**North Liberty City Council
Regular Session
June 14, 2022**



City Administrator Memo



To **Mayor and City Council**
From **Ryan Heiar, City Administrator**
Date **June 10, 2022**
Re **City Council Agenda June 14, 2022**

Consent Agenda

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

- City Council Minutes (05/24/22)
- Claims
- Liquor Licenses
 - Red's Alehouse (expanded service area for June 25, 2022)
 - LD Express (renewal)
 - Kum & Go (renewal)
 - Sushiya (renewal)
 - Mosley's (renewal)
 - Casey's General Store (renewal)
- Pay Application #1, Jones Boulevard Extension, Schrader Excavating & Grading, \$33,940.03
- Change Order #10 Ranshaw Way Phase 5 Project, Peterson Contractors Inc., \$11,505.38
- Pay Application #15, Ranshaw Way Phase 5 Project, Peterson Contractors Inc., \$269,899.72

Meetings & Events

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

Monday, Jun 20 at 7:00p.m.
Library Board

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

Union Contracts

The agenda includes two union contracts for consideration, one with the North Liberty police officers and the other with the North Liberty police sergeants. The officer's contract has been in place for better than a decade. The proposed agreement includes a 4-year deal with a one-time salary schedule adjustment in FY23 of 2.5%, coupled with annual wages increases of 2.5%, 2.75%, 3% and 3% through FY26. The sergeant's contract is new this year and, as a result, took a little longer to negotiate. The sergeants requested their wages be based on a percentage of the highest wage within the officer's wage scale. As proposed, a sergeant's salary will range from 111% to 122% of the highest officer's wage. Sergeant's future wage increases will be determined by the wage increases of the officer's union contract. The sergeant's proposed contract is for three years, expiring June 30, 2025. Staff recommends approval of both contracts.

Board & Commission Appointments

The Mayor is recommending the following appointments to the City's boards and commissions:

Planning and Zoning Commission: Jason Heisler(i), Josey Bathke(i) & Sheila Geneser

Board of Adjustment: Janet Norton(i)

Parks & Recreation Commission: Jeremy Parrish (i) & Jamie Gade

Tree/Stormwater: Darice Baxter(i) & Mike Burrill(i)

Library Board: Scott Clemons(i) & Lindsay Bland

Communications Advisory: Amy Yotty

Cemetery Board: Nicole Tscharner

Board of Appeals: Trishul Dahya & Julie Hajek

Dubuque Street Project Easement

As part of the Dubuque Street Phase One project, a small section of Front Street, north of Cherry Street, will be vacated. The northern portion of the area will become part of the grounds for the new City Hall, and the southern portions of the roadway will serve as driveways to the existing businesses. McBallard, LLC, the owner of the property to the west, has suggested removing an existing concrete pad at minimal expense to the City. Staff believe that doing so provides safer parking, and will greatly improve the visual aesthetics of the area, and the civic campus overall. McBallard LLC has provided design work and an easement for the suggested changes at no cost to the City. Staff recommends approval.

I-380 Iowa Department of Transportation Agreement

The Iowa Department of Transportation has provided an amended agreement concerning the rights and responsibilities for ownership and upkeep of traffic lights and streetlights at the Forevergreen Road – I-380 interchange. The amended agreement incorporates changes specific to the streetlights at the ramp that were requested by the City and agreed to by the Iowa DOT, but which had not been fully memorialized in the previous agreement. Staff recommends approval.

2022 Strategic Plan & Goals Report

In March, the City Council held a strategic planning and goal setting session where Elizabeth Hansen with Midwest Municipal Consulting assisted the City Council in developing goals for the next two years. The final report, which identifies recently completed and on-going projects, trends, concerns and opportunities within local government and the organization, as well as the City Council's top goals for the next two years, is now complete and included in the packet. Staff recommends approval of the

document, solidifying the 2022 -2024 goals. Staff will present regular updates as progress is made on these priority programs and projects.

2022A Bond Sale

Staff is seeking approval to initiate the 2022 bond sale in an amount not to exceed \$9.4 million for the following projects:

Ranshaw Way, Phase 5 (series 1 of 2)	\$4,500,000
SW Utilities Project	\$4,300,000
Forevergreen Road Trail	\$120,000
Capitalized Interest & Fees	\$480,000
	<hr/>
	\$9,400,000

The agenda includes a resolution setting the date for a public hearing to enter into a loan agreement and a resolution approving an engagement letter with the City's bond counsel. Staff recommends approval of both resolutions. The current schedule anticipates a sale date of July 26 and a loan closing date of August 10.

Mobile Food Units Ordinance, First Reading

This is a staff-initiated Ordinance, which would transform the current, antiquated temporary outdoor eating establishment regulations to mobile food units. Mobile food units include food trucks, food carts and ice cream trucks. Some major challenges with the current ordinance include a maximum of 10 licenses at any given time and maximum license period of 240 consecutive days. Staff researched other similar ordinances to learn best practices and to incorporate North Liberty-centric regulations. There would be no maximum number of licenses and the license period would be per calendar year. In order to minimize duplicative regulations, mobile food units associated with a permitted special event would **not** be required to obtain separate approval. Staff recommends approval of this ordinance amendment.

Watts Group Development, Inc. Rezoning, Second Reading

Watts Group Development, Inc. is requesting a zoning map amendment from RS-6 Single-Unit Residence District to RS-9 Single-Unit Residence District – south side of Denison Avenue approximately 450 feet east of Brook Ridge Avenue – to facilitate development of smaller lot home sites. As construction costs and interest rates increase, staff expects denser development requests such as this one. Staff is generally in favor of increasing density in areas where utilities are available if the development would be compatible with the surrounding area. If approved, this would allow The Preserve to add to the range of housing types offered in the development. A good neighbor meeting was

held on April 14, 2022. One person outside of City staff and the applicant attended and was just curious about the nature of the request. The Planning Commission unanimously recommended approval of the request at its May 3 meeting. Staff recommends approval as well.



Agenda



City Council

June 14, 2022

6:30 p.m.

Regular Session

Council Chambers

1 Quail Creek Circle

1. Call to order
2. Roll call
3. Approval of the Agenda
4. Consent Agenda
 - A. City Council Minutes, Regular Session, May 24, 2022
 - B. Claims
 - C. Liquor License Application, Red's Alehouse – expanded service area
 - D. Liquor License Renewal, LD Express
 - E. Liquor License Renewal, Kum & Go
 - F. Liquor License Renewal, Sushiya
 - G. Liquor License Renewal, Mosley's
 - H. Liquor License Renewal, Casey's General Store #3955
 - I. Jones Boulevard Extension, Pay Application Number 1, Schrader Excavating & Grading, \$33,940.03
 - J. Ranshaw Way Phase 5, Change Order Number 10, Peterson Contractors, Inc., \$11,505.38
 - K. Ranshaw Way Phase 5, Pay Application Number 15, Peterson Contractors, Inc., \$269,195.67
5. Public Comment
6. City Engineer Report
7. City Administrator Report
8. Mayor Report
 - A. Proclamation of Pride Month
 - B. Proclamation of Juneteenth National Freedom Day
9. Council Reports

10. Police Officers Union Contract
 - A. Resolution Number 2022-51, A Resolution approving the Collective Bargaining Agreement between the City of North Liberty and Public Professional and Maintenance Employees Local 2003 for the period of July 1, 2022 through June 30, 2026
11. Police Sergeants Union Contract
 - A. Resolution Number 2022-52, A Resolution approving the Collective Bargaining Agreement between the City of North Liberty and North Liberty Sergeants' Association for the period of July 1, 2022 through June 30, 2025
12. Board/Commission Appointments
 - A. Affirming Mayoral appointments to various Boards and Commissions
13. Dubuque Street Project
 - A. Resolution Number 2022-53, A Resolution approving the Temporary Construction Easement between McBallard, L.L.C. and the City of North Liberty
14. Forevergreen Road Project
 - A. Resolution Number 2022-54, A Resolution approving the Addendum to Agreement No. 2021-17-042 for a Primary Road Project between the Iowa Department of Transportation and the City of North Liberty
15. Goal Setting
 - A. Resolution Number 2022-55, A Resolution accepting the Goal Setting Session Summary Report prepared by Midwest Municipal Consulting, LLC for the City of North Liberty for 2022
16. 2022A Bond Sale
 - A. Resolution Number 2022-56, A Resolution setting the date for a public hearing on proposal to enter into a General Obligation Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$9,400,000
 - B. Resolution Number 2022-57, A Resolution approving the Engagement Letter between the City of North Liberty and Dorsey & Whitney LLP regarding Bond Counsel Services for the General Obligation Corporate Purpose Bond Sale, Series 2022A

17. Mobile Food Units Ordinance

- A. Public Hearing regarding proposed amendments to the Code of Ordinances regarding Mobile Food Units
- B. First consideration of Ordinance Number 2022-12, An Ordinance amending Chapter 124 of the North Liberty Code of Ordinances by replacing Licensing and Temporary Outdoor Eating Establishments with Licensing and Regulations of Mobile Food Units

18. The Preserve Rezoning

- A. Second consideration of Ordinance Number 2022-11, 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-9 Single-Unit Residence District

19. Old Business

20. New Business

21. Adjournment



Consent Agenda

**City Council**

May 24, 2022

Regular Session

Call to order

Mayor Chris Hoffman called the May 24, 2022, Regular Session of the North Liberty City Council to order at 6:00 p.m. Councilors present: RaQuishia Harrington, Erek Sittig, Brent Smith, Brian Wayson; Absent- Ashley Bermel.

Others present: Ryan Heiar, Ryan Rusnak, Kevin Trom, Grant Lientz, Jon Marner, Mary Durian, Scout Troops 270, 2000, 216, Adam Hahn, Mary Byers, Nick Bowman, and several other interested parties.

Approval of the Agenda

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

Consent Agenda

Harrington moved, seconded by Smith, to approve the Consent Agenda as amended, including City Council Minutes, Regular Session, May 10, 2022; Liquor License Application, Blues and BBQ July 9, 2022; Centennial Park Loop Road Project, All American Concrete, Inc., Pay Application Number 5, \$21,434; Centennial Park Loop Road Project, All American Concrete, Inc., Change Order Number 2, \$937.61; Dubuque Street Phase 1 Project, All American Concrete, Inc., Change Order Number 1, \$40,079.91; Dubuque Street Phase 1 Project, All American Concrete, Inc., Pay Application Number 2, \$401,302.38; Ranshaw Way Phase 5 Improvements, Peterson Contractors, Inc., Pay Application Number 14, \$269,899.72. The vote was all ayes. Consent Agenda approved.

Public Comment

No Public comment was offered.

City Engineer Report

City Engineer Kevin Trom reported the progress of Ranshaw Way Phase 5 Project, and Dubuque Street Phases 1 through 5. The Jones Boulevard Extension Project has started construction, and a progress meeting is scheduled for this week. Trom took questions from the Council.

City Administrator Report

The first meeting with Design Development Committee for Centennial Park is tomorrow at City Hall. The pool opening for the outdoor pool is delayed a week due to the repair of the leak in the pool. Ryan reported that City Staff is working on changes to the Animal Ordinance referencing to an email that the city received from a concerned citizen.

Mayor Report

The mayor thanked everyone that participated in the NL Pantry golf outing that raised over \$20,000.00 this year. Harrington and the Mayor visited The Child Serve Watch and Learn Program and learned about their plan expansion of the program to serve area youth. Heiar and Hoffman attended the North Liberty Ambassadors meeting last week. Hoffman invited everyone to the MPOJC meeting this Wednesday night. Hoffman will be attending an Economic Development meeting on June 2nd. The city will host Let Love Fly event at Centennial Park.

Mayor Hoffman read Proclamation that the first Friday in June National Gun Violence Awareness Day.

Lori Durian addressed the council on behalf of Mom's Demand Action for Gun Sense in America and wanting positive change to keep the kids safe in schools.

A moment of silence was held for the people of Uvalde, Texas.

Bermel arrived at 6:18 p.m.

Council Reports

Harrington reported on the Gun Violence Intervention Group that is meeting to work on what can be done with gun violence in the area.

Sittig and Harrington attended the first anniversary of the Johnson County Action Center and work that is done there.

Wayson attended and enjoyed the "Meet and Remarkable Rigs and People Who Make the City Go" at Centennial Park on May 21st.

Smith thanked the Heritage Christian School on their "Operation Good" with helping the Parks Department with cleaning up the parks. A special thanks from Smith to the Police Department for help at Penn Meadows last weekend; and Smith also thanked the Fire Department and the community on the support with the large complex fire last week. Smith thank the City Planner Ryan Rusnak and staff on changes being made to entice new business to the area.

Sittig thanked the Fire Department and all that helped with the large structure fire last week.

Bermel and her family attended the North Liberty Playground Crawl and had a great time.

ARPA Discussion

City Administrator Ryan Heiar led the discussion on the American Rescue Plan (ARPA) which has been discussed at two previous council meetings. The city is receiving \$2.9 million in ARPA funds which will be a council decision how to allocate the funds. It was the consensus of the council that the three top items to focus on are Splash Pad, Social Services and Affordable Housing.

FY 2022 Budget Amendment

Public Hearing regarding proposed budget amendment for the fiscal year ending June 30, 2022 was opened at 7:03 p.m. No oral or written comments were received. The public hearing was closed.

Wayson moved, seconded by Sittig, to approve Resolution Number 2022-44, A Resolution amending the current budget for the fiscal year ending June 30, 2022. The vote was: ayes—Wayson, Smith, Sittig, Harrington, Bermel; nays—none. Motion carried.

Liberty Villas Rezoning

Harrington moved, seconded by Sittig, to approve the Third consideration and adoption of Ordinance Number 2022-10, An Ordinance amending Chapter 167 of the North Liberty Code of Ordinances by amending the use on 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. The vote was: ayes—Harrington, Bermel, Wayson, Sittig, Smith; nays—none. Motion carried.

The Preserve Rezoning

The Public Hearing regarding proposed rezoning of property in The Preserve to RS-9 Zoning was opened at 7:05 p.m. No public comment was received. The public hearing was closed.

Adam Hahn, Watts Group, discussed the rezoning with the council.

Harrington moved, seconded by Wayson, to approve the first consideration of Ordinance Number 2022-11, 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-9 Single-Unit Residence District. The vote was: ayes—Sittig, Wayson, Bermel, Harrington, Smith; nays—none. Motion carried.

Approval of claims

Wayson moved, seconded by Smith to approve the claimes. The vote was all ayes. Payables approved.

Old Business

No old business was presented.

New Business

No new business was presented.

Adjournment

Wayson moved, seconded by Smith to adjourn the meeting at 7:15 p.m. The vote was all ayes. Meeting was adjourned.

CITY OF NORTH LIBERTY

By: _____
Chris Hoffman, Mayor

Attest: _____
Mary Byers, Deputy City Clerk



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

Chrisma, Inc

NAME OF BUSINESS(DBA)

Reds Alehouse

BUSINESS

(319) 626-2100

ADDRESS OF PREMISES

405 N. Dubuque

PREMISES SUITE/APT NUMBER

CITY

North Liberty

COUNTY

Johnson

ZIP

52317

MAILING ADDRESS

18 Fairview Knoll

CITY

Iowa City

STATE

Iowa

ZIP

52240

Contact Person

NAME

Faye Swift

PHONE

(319) 331-7418

EMAIL

fpswiftia@gmail.com

License Information

LICENSE NUMBER

LC0036590

LICENSE/PERMIT TYPE

Class C Liquor License

TERM

12 Month

STATUS

Submitted
to Local
Authority

EFFECTIVE DATE

Jan 5, 2022

EXPIRATION DATE

Jan 4, 2023

LAST DAY OF BUSINESS

SUB-PERMITS

Class C Liquor License



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Outdoor Service, Sunday Service

Status of Business

BUSINESS TYPE

Privately Held Corporation

Ownership

No Ownership information found

Insurance Company Information

INSURANCE COMPANY

Society Insurance

POLICY EFFECTIVE DATE

Jan 5, 2022

POLICY EXPIRATION DATE

Jan 5, 2023

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

June 25, 2022

OUTDOOR SERVICE EXPIRATION DATE

June 25, 2022

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Liberty Doors Inc	LD Express	(319) 626-2621		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
900 W Penn St		North Liberty	Johnson	52317-0000
MAILING ADDRESS	CITY	STATE	ZIP	
PO Box 48	North Liberty	Iowa	52317	

Contact Person

NAME	PHONE	EMAIL
Rick Streb	(319) 626-2621	rick@libertydoors.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
BC0021554	Class C Beer Permit	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
May 15, 2022	May 14, 2023	

SUB-PERMITS

Class C Beer Permit, Class B Wine Permit



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Sunday Service

Status of Business

BUSINESS TYPE

Privately Held Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Rick Streb	North Liberty	Iowa	52317	Owner	48.99	Yes
Thomas Streb	North Liberty	Iowa	52317	Owner	1.01	Yes
Linda Streb	North Liberty	Iowa	52317	Owner	1.01	Yes
Todd Streb	North Liberty	Iowa	52317	Owner	48.99	No
Rick Streb	North Liberty	Iowa	52317			

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE



State of Iowa

Alcoholic Beverages Division

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



North Liberty Police Department

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

April 4, 2022

Liquor License Check

Business: LD Express
900 W. Penn St.
North Liberty, IA 52317

Owners:

1. Rick Streb (DOB: 1960)
2. Todd Streb (DOB: 1974)
3. Thomas Streb (DOB: 1939)
4. Linda Streb (DOB: 1939)

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

I recommend the license be granted.

This record check was conducted by Sergeant Mitch Seymour.





State of Iowa ABD approval statement from the following county department

Legal Name of Applicant:

LD Express

Name of Business (DBA):

Address of Business:

Business Phone:

Email:

State of Iowa ABD License #:

Johnson County Health Department:

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

Name:

James Lachina

Title:

Env. Health Manager

Date:

3/16/22

Signature:

James Lachina



North Liberty Fire Department

Occupancy: **LD Express / Liberty Doors & Hardware**
Occupancy ID: **LIBE05**
Address: **900 W Penn ST**
North Liberty IA 52317

Inspection Type: **Liquor License Inspection**

Inspection Date: **5/23/2022** By: **Hardin, Bryan E (01-1022)**

Time In: **09:44** Time Out: **10:13**

Authorized Date: **05/23/2022** By: **Hardin, Bryan E (01-1022)**

Next Inspection Date: **06/22/2022 Reinspection**

Invoice Paid Date: **5/23/2022 9:44:00 AM**

Form: General Fire
Inspection Checklist 1.3

Inspection Description:

ORDER TO COMPLY:

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

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

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

Inspection Topics:

Compressed Gas Cylinders / LPG

Propane Resale - No Propane Cylinders Into Building Signage

6109.15 LP-gas cylinder exchange for resale. A sign shall be posted on the entry door of the business operating the cylinder exchange stating "DO NOT BRING LP-GAS CYLINDERS INTO THE BUILDING" or similar approved wording.

Status: **FAIL**

Notes: **Post signage on both sets of entry doors.**

Additional Time Spent on Inspection:

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

Total Additional Time: 0 minutes

Inspection Time: 29 minutes

Total Time: 29 minutes

Summary:

Overall Result: Correction Notice Issued

Inspector Notes:

Closing Notes:

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

Inspector:

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



Signed on: 05/23/2022 10:02

Signature

Date

Representative Signature:

Signature of: Gordon on 05/23/2022 10:02



Signature

Date



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

Kum & Go LC

NAME OF BUSINESS(DBA)

Kum & Go #507

BUSINESS

(319) 626-2412

ADDRESS OF PREMISES

610 N Heartland Way

PREMISES SUITE/APT NUMBER

CITY

North Liberty

COUNTY

Johnson

ZIP

52317

MAILING ADDRESS

1459 Grand Avenue

CITY

West Des Moines

STATE

Iowa

ZIP

50266

Contact Person

NAME

Jody Deiter

PHONE

(515) 457-6249

EMAIL

licenses@kumandgo.com

License Information

LICENSE NUMBER

LE0001872

LICENSE/PERMIT TYPE

Class E Liquor License

TERM

12 Month

STATUS

Submitted
to Local
Authority

TENTATIVE EFFECTIVE DATE

July 1, 2022

TENTATIVE EXPIRATION DATE

June 30, 2023

LAST DAY OF BUSINESS

SUB-PERMITS

Class E Liquor License, Class C Beer Permit, Class B Wine Permit



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Sunday Service

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Reed Rainey	Des Moines	Iowa	50309	COO	0.00	Yes
Brian Beckett	Des Moines	Iowa	50309	CFO	0.00	Yes
Tanner Krause	Des Moines	Iowa	50309	CEO	0.00	Yes
Charles Campbell	Des Moines	Iowa	50309	Secretary	0.00	Yes
Jody Deiter						

• Companies

COMPANY NAME	FEDERAL ID	CITY	STATE	ZIP	% OF OWNERSHIP
Krause Group, LTD	42-1465780	Des Moines	Iowa	50309	100.00



State of Iowa
Alcoholic Beverages Division

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



State of Iowa ABD approval statement from the following county department

Legal Name of Applicant: _____

Name of Business (DBA): Kum + Go

Address of Business: 610 Hearthand way

Business Phone: _____

Email: _____


State of Iowa ABD License #: _____

Johnson County Health Department:

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

Name: James Lachna

Title: Env. Health Manager Date: 5/2/22

Signature: 



North Liberty Police Department

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

May 26, 2021

Liquor License Check

Business: Kum & Go #507
610 N Heartland Way
North Liberty, IA 52317

Owners:	Tanner Krause	(DOB: 1987)
	Reed Rainey	(DOB: 1962)
	Charles Campbell	(DOB: 1977)
	Erin Kuhl	(DOB: 1981)

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

I recommend the license be granted.

This record check was conducted by Sergeant Mitch Seymour.





North Liberty Fire Department

Occupancy: **Kum & Go**

Occupancy ID: **KUMG01**

Address: **610 N Heartland WAY
North Liberty IA 52317**

Inspection Type: **Liquor License Inspection**

Inspection Date: **6/3/2022**

By: Hardin, Bryan E (01-1022)

Time In: **10:00**

Time Out: **10:25**

Authorized Date: **06/03/2022**

By: Hardin, Bryan E (01-1022)

Next Inspection Date: **07/03/2022 Reinspection**

Form: General Fire
Inspection Checklist 1.3

Inspection Description:

ORDER TO COMPLY:

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

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

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

Inspection Topics:

Fire Extinguishers

Fire Extinguisher Monthly Inspection - Initial & Date Tag

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

Status: **FAIL**

Notes: Complete monthly check of fire extinguishers. Initial and date back of tag or keep a log.



Emergency Lights & Exit Signs

Emergency Lighting - Illumination

1008.3.4 Duration. The emergency power system shall provide power for a duration of not less than 90 minutes and shall consist of storage batteries, unit equipment or an on-site generator.

Status: FAIL

Notes: Electrical Room, emergency light is flashing red. Check battery.



Electrical Rooms / Electrical Wiring

Electrical Equipment - 3 Feet Clearance in Front of Panel

605.3 Working space and clearance. A working space of not less than 30 inches in width, 36 inches in depth and 78 inches in height shall be provided in front of electrical service equipment. Where the electrical service equipment is wider than 30 inches, the working space shall be not less than the width of the equipment. Storage of materials shall not be located within the designated working space.

Status: FAIL

Notes: Keep area in front of electrical panels clear of storage.



No Extension Cords

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

Status: FAIL

Notes: Kitchen; remove orange extension, believe it is connected to the small cooler. Cooler must be plugged directly into electrical outlet/receptacle.



Additional Time Spent on Inspection:

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

Total Additional Time: 0 minutes

Inspection Time: 25 minutes

Total Time: 25 minutes

Summary:

Overall Result: Correction Notice Issued

Inspector Notes:

Closing Notes:

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

Inspector:

Name: Hardin, Bryan E
Rank: Assistant Chief
Work Phone(s): 319-626-5709
Email(s): bhardin@northlibertyiowa.org
Hardin, Bryan E:

Signed on: 06/03/2022 10:31

Signature

Date

Representative Signature:

Signature of: Jolene Spooner on 06/03/2022 10:31

A handwritten signature in black ink, appearing to be 'Jolene Spooner', written on a light blue background.

Signature

Date



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

Sushiya LLC

NAME OF BUSINESS(DBA)

Sushiya

BUSINESS

(319) 626-6666

ADDRESS OF PREMISES

745 Community dr. ste A

PREMISES SUITE/APT NUMBER

CITY

North Liberty

COUNTY

Johnson

ZIP

52317

MAILING ADDRESS

1371 Burry Dr.

CITY

Iowa City

STATE

Iowa

ZIP

52246

Contact Person

NAME

Li

PHONE

(319) 594-0065

EMAIL

sushiyaia@gmail.com

License Information

LICENSE NUMBER

BW0094502

LICENSE/PERMIT TYPE

Special Class C Liquor License

TERM

12 Month

STATUS

Submitted
to Local
Authority

EFFECTIVE DATE

June 18, 2022

EXPIRATION DATE

June 17, 2023

LAST DAY OF BUSINESS

SUB-PERMITS

Special Class C Liquor License



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
mingta chia	Iowa City	Iowa	52246	member	100.00	No

Insurance Company Information

INSURANCE COMPANY

Specialty Risk of America

POLICY EFFECTIVE DATE

June 18, 2022

POLICY EXPIRATION DATE

June 18, 2023

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



State of Iowa ABD approval statement from the following county department

Legal Name of Applicant: _____

Name of Business (DBA):

Sushiya LLC

Address of Business:

745 Community Dr.

Business Phone: _____

Email: _____

State of Iowa ABD License #: _____

Johnson County Health Department:

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

Name: _____

James Lachar

Title: _____

Env. Health Manager

Date: _____

5/2/22

Signature: _____

James Lachar



North Liberty Police Department

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

June 3, 2022

Liquor License Check

Business: Sushiya
745 Community Dr. Unit A
North Liberty, IA 52317

Owners: Mingta Chia (DOB: 1970)

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

I recommend the license be granted.

This record check was conducted by Sergeant Mitch Seymour.



North Liberty Fire Department



Occupancy: **Sushiya**
Occupancy ID: **QUIZ01**
Address: **745 Community DR Apt/Suite ##A**
North Liberty IA 52317

Inspection Type: **Liquor License Inspection**

Inspection Date: **6/3/2022** By: **Hardin, Bryan E (01-1022)**

Time In: **10:25** Time Out: **10:55**

Authorized Date: **06/03/2022** By: **Hardin, Bryan E (01-1022)**

Next Inspection Date: **07/03/2022 Reinspection**

Form: General Fire
Inspection Checklist 1.3

Inspection Description:

ORDER TO COMPLY:

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

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

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

Inspection Topics:

Fire Extinguishers

Fire Extinguisher Monthly Inspection - Initial & Date Tag

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

Status: **FAIL**

Notes: **Complete monthly inspection of fire extinguishers. Initial and date back of tag.**



Emergency Lights & Exit Signs

Emergency Lighting - Illumination

1008.3.4 Duration. The emergency power system shall provide power for a duration of not less than 90 minutes and shall consist of storage batteries, unit equipment or an on-site generator.

Status: FAIL

Notes: Main Dining Area, emergency light is flashing red. Check battery.



Combustible, General & Outside Storage

Oily Rags Stored in Approved Containers

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

Status: FAIL

Notes: Dispose of greasy rags used to clean kitchen cooking equipment and hood in non-combustible (metal) container with non-combustible (metal) lid.

Additional Time Spent on Inspection:

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

Total Additional Time: 0 minutes

Inspection Time: 30 minutes

Total Time: 30 minutes

Summary:

Overall Result: Correction Notice Issued

Inspector Notes:

Closing Notes:

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

Inspector:

Name: Hardin, Bryan E
Rank: Assistant Chief
Work Phone(s): 319-626-5709
Email(s): bhardin@northlibertyiowa.org
Hardin, Bryan E:



Signed on: 06/03/2022 10:52

Signature

Date

Representative Signature:

Signature of: Ming ta Chia on 06/03/2022 10:51



Signature

Date



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

Iowa Hickory LLC

NAME OF BUSINESS(DBA)

Mosley's

BUSINESS

(319) 471-2577

ADDRESS OF PREMISES

125 E. Zeller St.

PREMISES SUITE/APT NUMBER

CITY

North Liberty

COUNTY

Johnson

ZIP

52317

MAILING ADDRESS

125 E. Zeller St.

CITY

North Liberty

STATE

Iowa

ZIP

52317

Contact Person

NAME

Sean Keller

PHONE

(319) 471-2577

EMAIL

sean.keller7@gmail.com

License Information

LICENSE NUMBER

LC0044512

LICENSE/PERMIT TYPE

Class C Liquor License

TERM

12 Month

STATUS

Submitted
to Local
Authority

EFFECTIVE DATE

June 1, 2022

EXPIRATION DATE

May 31, 2023

LAST DAY OF BUSINESS

SUB-PERMITS

Class C Liquor License



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Outdoor Service, Sunday Service

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Matthew Swift	Iowa City	Iowa	52240	Owner	47.05	Yes
Sean Keller	NORTH LIBERTY	Iowa	52317	Owner	52.95	Yes

Insurance Company Information

INSURANCE COMPANY

Society Insurance

POLICY EFFECTIVE DATE

June 1, 2022

POLICY EXPIRATION DATE

June 1, 2023

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

North Liberty Fire Department



Occupancy: **Mosley's**
Occupancy ID: **BROW03**
Address: **125 E Zeller ST**
North Liberty IA 52317

Inspection Type: **Liquor License Inspection**

Inspection Date: **6/2/2022** By: Hardin, Bryan E (01-1022)

Time In: **11:15** Time Out: **12:20**

Authorized Date: **06/02/2022** By: Hardin, Bryan E (01-1022)

Next Inspection Date: **07/02/2022 Reinspection**

Form: General Fire
Inspection Checklist 1.3

Inspection Description:

ORDER TO COMPLY:

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

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

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

Inspection Topics:

Assembly Occupancies

Occupant Load Posted

1004.3 Posting of occupant load. Every room or space that is an assembly occupancy shall have the occupant load of the room or space posted in a conspicuous place, near the main exit or exit access doorway from the room or space. Posted signs shall be of an approved legible permanent design and shall be maintained by the owner or authorized agent. Approved occupant load signs can be obtained from the North Liberty Building Department (319-626-5713).

Status: FAIL

Notes: Occupant load signs needs to be posted in visible location for the Back Bar/Seating Area and main Dining Area. Please contact building department to obtain correct occupant load for Bar/Back Seating Area. I don't believe we have a currently seating layout on file for the old arcade area.



Fire Extinguishers

Fire Extinguisher Annual Inspection - Current Inspection Tag

901.6.1 Standards. Fire detection, alarm, and extinguishing systems, mechanical smoke exhaust systems, and smoke and heat vents shall be maintained in an operative condition at all times, and shall be replaced or repaired where defective. Non-required fire protection systems and equipment shall be inspected, tested and maintained or removed. Fire Alarm System, Fire Sprinkler System and Fire Extinguishers are required to be inspected annually.

Status: **FAIL**

Notes: Fire extinguishers are past due for annual inspection.



Fire Extinguisher Mounted on a Bracket or in a Cabinet

906.7 Hangers and brackets. Hand-held portable fire extinguishers, not housed in cabinets, shall be installed on the hangers or brackets supplied. Hangers or brackets shall be securely anchored to the mounting surface in accordance with the manufacturer's installation instructions.

Status: **FAIL**

Notes: Kitchen, Electrical Panels. Fire extinguisher is located on top of the electrical cabinets. Fire extinguishers need to be hung on a bracket or removed from the restaurant.

Emergency Lights & Exit Signs

Emergency Lighting - Required Location

1008.1 Means of egress illumination. Illumination shall be provided in the means of egress in accordance with Section 1008.2. Under emergency power, means

Status: **FAIL**

Notes: Kitchen, emergency light is broken.



Exit Signs - Required Location

1013.1 Where required. Exits and exit access doors shall be marked by an approved exit sign readily visible from any direction of egress travel. The path of egress travel to exits and within exits shall be marked by readily visible exit signs to clearly indicate the direction of egress travel in cases where the exit or the path of egress travel is not immediately visible to the occupants. Intervening means of egress doors within exits shall be marked by exit signs. Exit sign placement shall be such that no point in an exit access corridor or exit passageway is more than 100 feet or the listed viewing distance for the sign, whichever is less, from the nearest visible exit sign. Exceptions: 1. Exit signs are not required in rooms or areas that require only one exit or exit access. 2. Main exterior exit doors or gates that are obviously and clearly identifiable as exits need not have exit signs where approved by the fire code official. 3. Exit signs are not required in occupancies in Group U and individual sleeping units or dwelling units in Group R-1, R-2 or R-3. 4. Exit signs are not required in dayrooms, sleeping rooms or dormitories in occupancies in Group I-3. 5. In occupancies in Groups A-4 and A-5, exit signs are not required on the seating side of vomitories or openings into seating areas where exit signs are provided in the concourse that are readily apparent from the vomitories. Egress lighting is provided to identify each vomitory or opening within the seating area in an emergency.

Status: FAIL

Notes: Kitchen, exit sign is broken.



Electrical Rooms / Electrical Wiring

Electrical Panels, Junction Boxes & Outlet Boxes - No Openings or Exposed Wiring

605.6 Unapproved conditions. Open junction boxes and open-wiring splices shall be prohibited. Approved covers shall be provided for all switch and electrical outlet boxes.

Status: FAIL

Notes: Behind Bar. both cords to the coolers are in an area exposed to foot traffic. Highly recommend place cord protector over both cords to avoid damage to the cords.

Kitchen Hood System

Kitchen Hood System Inspection- Current Bi-Annual Inspection Tag

904.12.6.2 Extinguishing system service. Automatic fire-extinguishing systems shall be serviced at least every six months and after activation of the system. Inspection shall be by qualified individuals, and a certificate of inspection shall be forwarded to the fire code official upon completion.

Status: FAIL

Notes: 1) Kitchen Hood Suppression is past due for bi-annual inspection.

2) Nozzle orientation for griddle is incorrect. Griddle needs to be moved closer to the fryers, nozzle should be pointed with 3" of the middle of the griddle.

3) Right fryer currently has no suppression protection, nozzle has been rotated away from the fryer. Needs to be re-oriented.



Kitchen Hood and Duct Cleaned- Current Inspection Tag on Hood

609.3.3.1 Inspection. Hoods, grease-removal devices, fans, ducts and other appurtenances shall be inspected at intervals specified in Table 609.3.3.1 or as approved by the fire code official. Inspections shall be completed by qualified individuals.

Status: FAIL

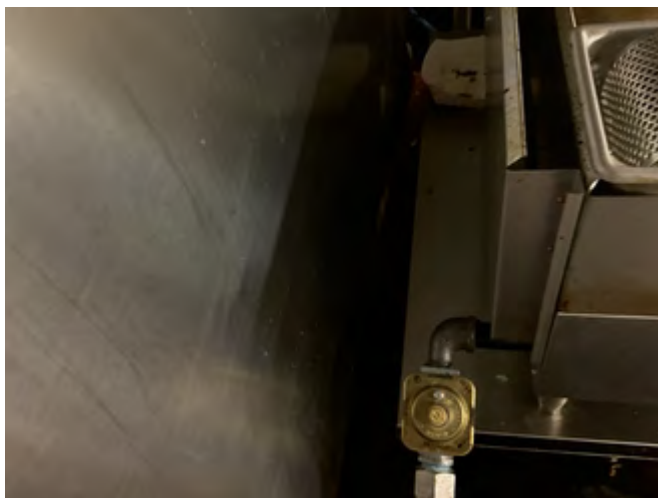
Notes: Kitchen Hood cleaning/inspection was recently performed. Report has not been submitted to the compliance engine yet.

Cooking Equipment with Casters Have Approved Flexible Gas Connector

Section 609.4 Movement of new and existing cooking appliances with caster(s) under a Type I hood shall be limited by an approved floor mounted restraining device and flexible gas connector installed in accordance with the connector and appliance manufacturer's instructions.

Status: FAIL

Notes: Attach restraining cable from wall to the Griddle.



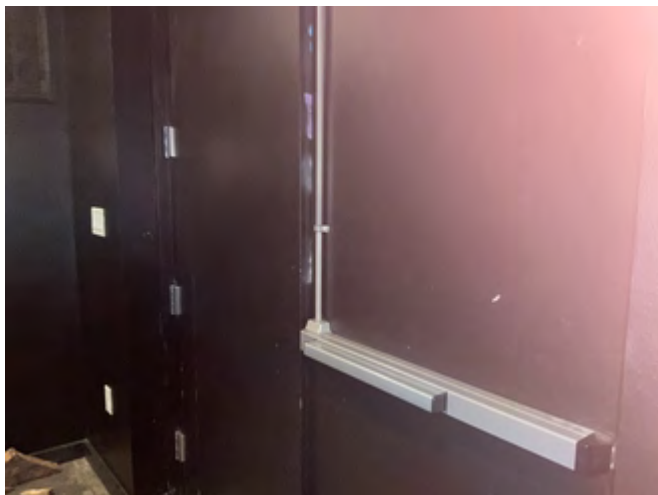
Fire & Smoke Doors

Fire Doors Close Completely/Latch

703.2.3 Door operation. Swinging fire doors shall close from the full-open position and latch automatically. The door closer shall exert enough force to close and latch the door from any partially open position.

Status: FAIL

Notes: Fire Doors to the party room do not completely latch all the time. Needs to be adjusted.



Means of Egress & Corridors

Means of Egress Unobstructed

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

Status: FAIL

Notes: Party Room; Access to the exit door and outside the exit door needs to remain clear at all times. Remove all storage and obstructions.



Compressed Gas Cylinders / LPG

Compressed Gas Cylinders Secured or Chained

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

Status: FAIL

Notes: Both small and larger cylinders need to be secured with chain.



Additional Time Spent on Inspection:

Category

Start Date / Time

End Date / Time

Notes: No Additional time recorded

Total Additional Time: 0 minutes

Summary:**Overall Result:** Correction Notice Issued**Inspector Notes:****Closing Notes:**

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

Inspector:

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



Signed on: 06/02/2022 11:57

*Signature*_____
*Date***Representative Signature:**

Signature of: Brian Crowell on 06/02/2022 11:57

_____
*Signature*_____
Date



State of Iowa ABD approval statement from the following county department

Legal Name of Applicant: Mosley's

Name of Business (DBA): _____

Address of Business: _____

Business Phone: _____

Email: _____

State of Iowa ABD License #: _____

Johnson County Health Department:

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

Name: James Lachna

Title: Env. Health Manager Date: 3/16/22

Signature: James Lachna



North Liberty Police Department

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

April 4, 2022

Liquor License Check

Business: Mosley's
125 E. Zeller Street
North Liberty, IA 52317

Owners: Sean Keller (DOB: 1979)
Matthew Swift (DOB: 1982)

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

I recommend the license be granted.

This record check was conducted by Sergeant Mitch Seymour.





State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
CASEY'S MARKETING COMPANY	CASEY'S GENERAL STORE #3955	(319) 626-3108		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
245 S HWY 965		NORTH LIBERTY	JOHNSON	52317
MAILING ADDRESS	CITY	STATE	ZIP	
PO BOX 3001	ANKENY	Iowa	50021	

Contact Person

NAME	PHONE	EMAIL
Madison Paulson	(515) 381-5974	madi.paulson@caseys.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0003499	Class E Liquor License	12 Month	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
June 4, 2022	June 3, 2023	

SUB-PERMITS

Class E Liquor License, Class C Beer Permit, Class B Wine Permit, Class B Native Wine Permit



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Sunday Service

Status of Business

BUSINESS TYPE

Publicly Traded Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
DOUGLAS BEECH	Ankeny	Iowa	50021	ASSISTANT SECRETARY	0.00	Yes
SAMUEL JAMES	Ankeny	Iowa	50021	PRESIDENT	0.00	Yes
BRIAN JOHNSON	Johnston	Iowa	50131	VICE PRESIDENT	0.00	Yes
SCOTT FABER	Johnston	Iowa	50131	SECRETARY	0.00	Yes
ERIC LARSEN	Ankeny	Iowa	50023	TREASURER	0.00	Yes
42-0935283 Casey's General Stores, Inc.	ANKENY	Iowa	50021	OWNER	100.00	Yes
JESSICA GENERAL STORES	Urbandale	Iowa	50322			



State of Iowa

Alcoholic Beverages Division

Carla Heckman						
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Insurance Company Information

INSURANCE COMPANY	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE
DRAM CANCEL DATE	OUTDOOR SERVICE EFFECTIVE DATE	OUTDOOR SERVICE EXPIRATION DATE
BOND EFFECTIVE DATE	TEMP TRANSFER EFFECTIVE DATE	TEMP TRANSFER EXPIRATION DATE



State of Iowa ABD approval statement from the following county department

Legal Name of Applicant: _____

Name of Business (DBA):

Casey's General Store #3955

Address of Business:

245 S Hwy 965

Business Phone: _____

Email: _____

State of Iowa ABD License #: _____

Johnson County Health Department:

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

Name: James Lacina

Title: Env. Health Manager

Date: 5/2/22

Signature: _____

James Lacina

North Liberty Fire Department



Occupancy: **Casey's (Hwy 965)**
Occupancy ID: **995266**
Address: **245 S Highway 965**
North Liberty IA 52317

Inspection Type: **Liquor License Inspection**

Inspection Date: **6/2/2022** By: Hardin, Bryan E (01-1022)

Time In: **10:29** Time Out: **11:15**

Authorized Date: **06/02/2022** By: Hardin, Bryan E (01-1022)

Next Inspection Date: **07/02/2022 Reinspection**

Form: General Fire
Inspection Checklist 1.3

Inspection Description:

ORDER TO COMPLY:

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

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

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

Inspection Topics:

Fire Extinguishers

Fire Extinguisher Monthly Inspection - Initial & Date Tag

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

Status: FAIL

Notes: Complete monthly inspection of all fire extinguishers, date & initial back of tags. If the two fire extinguisher outside are not accessible, visually inspect the fire extinguisher and keep a log.



Emergency Lights & Exit Signs

Emergency Lighting - Illumination

1008.3.4 Duration. The emergency power system shall provide power for a duration of not less than 90 minutes and shall consist of storage batteries, unit equipment or an on-site generator.

Status: FAIL

Notes: Storage Room by Kitchen. Remove boxes in front of emergency light.



Electrical Rooms / Electrical Wiring

Electrical Equipment - 3 Feet Clearance in Front of Panel

605.3 Working space and clearance. A working space of not less than 30 inches in width, 36 inches in depth and 78 inches in height shall be provided in front of electrical service equipment. Where the electrical service equipment is wider than 30 inches, the working space shall be not less than the width of the equipment. Storage of materials shall not be located within the designated working space.

Status: FAIL

Notes: Storage in Electrical Room needs to be removed.



Kitchen Hood System

Kitchen Hood System Inspection- Current Bi-Annual Inspection Tag

904.12.6.2 Extinguishing system service. Automatic fire-extinguishing systems shall be serviced at least every six months and after activation of the system. Inspection shall be by qualified individuals, and a certificate of inspection shall be forwarded to the fire code official upon completion.

Status: NOT OBSERVED

Notes: 1) Kitchen Hood Suppression System is due this month.
2) Recommend more frequent cleaning of Kitchen Hood filters.
3) Kitchen Suppression nozzle needs to be aligned to the center of the fryer. Is currently not aimed correctly.



Kitchen Hood and Duct Cleaned- Current Inspection Tag on Hood

609.3.3.1 Inspection. Hoods, grease-removal devices, fans, ducts and other appurtenances shall be inspected at intervals specified in Table 609.3.3.1 or as approved by the fire code official. Inspections shall be completed by qualified individuals.

Status: NOT OBSERVED

Notes: Kitchen Hood Exhaust system is due this month for the bi-annual inspection/cleaning.

Exit Access & Doors

Proper Door Locks and Latches

1010.1.9.3 Locks and latches. Locks and latches shall be permitted to prevent operation of doors where any of the following exist: 1. Places of detention or restraint. 2. In buildings in occupancy Group A having an occupant load of 300 or less, Groups B, F, M and S, and in places of religious worship, the main door or doors are permitted to be equipped with key-operated locking devices from the egress side provided: 2.1. The locking device is readily distinguishable as locked. 2.2. A readily visible durable sign is posted on the egress side on or adjacent to the door stating: THIS DOOR TO REMAIN UNLOCKED WHEN THIS SPACE IS OCCUPIED. The sign shall be in letters 1 inch high on a contrasting background. 2.3. The use of the key-operated locking device is revokable by the fire code official for due cause.

Status: FAIL

Notes: Signage needs to be posted on the inside of the main entry doors, it is currently facing the outside of the main entry doors.

THIS DOOR TO REMAIN UNLOCKED WHEN THIS SPACE IS OCCUPIED. The sign shall be in letters 1 inch high on a contrasting background shall be installed so it is facing and visible inside.



Combustible, General & Outside Storage

Oily Rags Stored in Approved Containers

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

Status: FAIL

Notes: Use non-combustible container with lid to dispose of rags that are used to clean the kitchen hood and fryer.

Compressed Gas Cylinders / LPG

Propane Resale - No Propane Cylinders Into Building Signage

6109.15 LP-gas cylinder exchange for resale. A sign shall be posted on the entry door of the business operating the cylinder exchange stating "DO NOT BRING LP-GAS CYLINDERS INTO THE BUILDING" or similar approved wording.

Status: FAIL

Notes: Post signage on both main entry doors.

Additional Time Spent on Inspection:

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

Total Additional Time: 0 minutes

Inspection Time: 46 minutes

Total Time: 46 minutes

Summary:

Overall Result: Correction Notice Issued

Inspector Notes:

Closing Notes:

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

Inspector:

Name: Hardin, Bryan E

Rank: Assistant Chief

Work Phone(s): None on file

Email(s): bhardin@northlibertyiowa.org

Hardin, Bryan E:



Signed on: 06/02/2022 11:02

Signature

Date

Representative Signature:

Signature of: Craig Blakey-Furler on 06/02/2022 10:56

A handwritten signature in black ink, appearing to read 'CBF', with a long horizontal flourish extending to the right.

Signature

Date



North Liberty Police Department

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

June 3, 2022

Liquor License Check

Business: Casey's General Store #3955
245 S Hwy 965
North Liberty, IA 52317

Owners:	Douglas Beech	(DOB: 1962)
	Brian Johnson	(DOB: 1975)
	Samuel James	(DOB: 1983)
	Scott Faber	(DOB: 1979)
	Eric Larsen	(DOB: 1967)

The North Liberty Police Department does not show any contacts with the owners or any calls to the business regarding their liquor license.

I recommend the license be granted.

This record check was conducted by Sergeant Mitch Seymour.



AIA Type Document
Application and Certification for Payment

Page 1 of 5

TO (OWNER): City of North Liberty
3 Quail Creek Circle
North Liberty, IA 52317

PROJECT: Jones Boulevard Improvements

APPLICATION NO: 1
PERIOD TO: 5/31/2022

DISTRIBUTION
TO:
___ OWNER
___ ARCHITECT
___ CONTRACTOR

FROM (CONTRACTOR): Schrader Excavating & Grading
300 Hwy 151 E
P.O. Box 270
Walford, IA 52351

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO: 1219850

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM\$ 2,238,571.48
2. Net Change by Change Orders\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2).....\$ 2,238,571.48
4. TOTAL COMPLETED AND STORED TO DATE\$ 35,726.35
5. RETAINAGE:
a. 5.00 % of Completed Work \$ 1,786.32
b. 0.00 % of Stored Material \$ 0.00
Total retainage (Line 5a + 5b)\$ 1,786.32
6. TOTAL EARNED LESS RETAINAGE\$ 33,940.03
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate)\$ 0.00
8. CURRENT PAYMENT DUE\$ 33,940.03
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 2,204,631.45

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

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

CONTRACTOR: Schrader Excavating & Grading
300 Hwy 151 E P.O. Box 270
Walford, IA 52351

By: Kyle Nordman
Kyle Nordman / Project Manager

Date: 6/2/2022

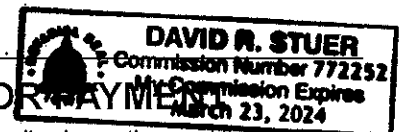
State of: IA

County of: Linn

Subscribed and Sworn to before me this 2nd Day of June 20 22

Notary Public: [Signature]

My Commission Expires: 3-23-24



ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED\$ 33,940.03

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: [Signature] Date: 6/02/2022

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
For Local Public Agency Projects

No.: 10

Non-Substantial: ☒

Substantial: ☐

Administering Office
Concurrence Date

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

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

Contract Work Type: PCC Pavement - Grade & Replace

Local Public Agency: City of North Liberty

Contractor: Peterson Contractors Inc.

Date Prepared: May 16, 2022

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

A - Description of change to be made:

8035 - ADD an item for "Fiber Conduit Network - South Block." (Non-Substantial) Refer to "ITC-21" posted to the Plans drawer in Doc Express. Work consists of placing a network of fiber conduits from Golfview Avenue to the pedestrian tunnel that provide pathways for future installation of fiber (by Owner). Perform work per Standard Specification 2523 and Revised Plan Sheets P.03, P.04, and P.05. Method of Measurement: Item will not be measured separately for payment. Basis of Payment: Lump Sum. Payment is full compensation for all materials, equipment, excavation, and installation of conduits of the type, size, quantity and locations identified in ITC-21.

B - Reason for change:

8035 - The Owner requested installation of additional conduits between Golfview Avenue and the pedestrian tunnel for future installation of fiber optic cable (by Owner).

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

8035 - Agreed Lump Sum

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

8035 - An agreed upon lump sum price for the work was established. Cost is considered reasonable based on estimated labor, materials and equipment anticipated to complete the work. The cost includes 10% prime contractor markup per Standard Specification 1109.03,B.,3.

E - Contract time adjustment: ☐ No Working Days added ☒ Working Days added: 2.0 ☐ Unknown at this time

Justification for selection:

This added work to install buried conduits from Golfview Avenue to the pedestrian tunnel, with individual runs on each side of the roadway, will require additional time to complete. The Engineer agrees that two additional working days are appropriate.

F - Items included in contract:

Participating				For deductions enter as "-x.xx"		
Federal-aid	State-aid	Line Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
				Add Row	Delete Row	TOTAL

G - Items not included in contract:

Participating					For deductions enter as "-x.xx"		
Federal-aid	State-aid	Change Number	Item Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
		8035	2599-9999010	FIBER CONDUIT NETWORK - SOUTH BLOCK	\$1.00	11,505.380	\$11,505.38
					Add Row	Delete Row	TOTAL
							\$11,505.38

H. Signatures

Signatures will be applied through DocExpress.

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE 1 OF 5 PAGES

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:	15	Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> ENGINEER
FROM				PERIOD TO:	6/4/22	
CONTRACTOR:	Peterson Contractors, Inc. 104 Blackhawk Street, P.O. Box A Reinbeck, Iowa 50669	VIA ENGINEER:	Shive-Hattery, Inc. 2839 Northgate Drive Iowa City, Iowa 52245	PROJECT NO.:	STP-U-5557(622)-70-52	
				CONTRACT ID:	52-5557-622	
				LETTING DATE:	4/20/21	

CONTRACT FOR: Ranshaw Way Phase 5 Improvements

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	7,882,878.58
2. Net Change by Change Orders	\$	146,080.89
3. CONTRACT SUM TO DATE	\$	8,028,959.47
4. TOTAL COMPLETED & STORED TO DATE	\$	6,961,493.30
5. RETAINAGE 3 % of Completed Work & Stored Material	\$	30,000.00
6. TOTAL EARNED LESS RETAINAGE	\$	6,931,493.30
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	6,662,297.63
8. CURRENT PAYMENT DUE	\$	269,195.67
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$	1,097,466.17

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 486,875.51	\$ 340,794.62
Total approved this Month	\$ -	\$ -
TOTALS	\$ 486,875.51	\$ 340,794.62
NET CHANGES by Change Order	\$ 146,080.89	\$ -

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

CONTRACTOR: Peterson Contractors, Inc.

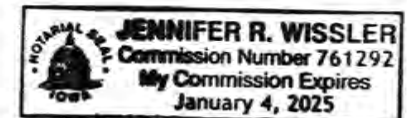
By: [Signature] Date: 6/8/22

State of:
County of:

Subscribed and sworn to before me this 8th day of June 2022

Notary Public: Jennifer R Wissler

My Commission expires: 1/4/25



ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED

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

\$ 269,195.67

ENGINEER:

By: [Signature] Date: 06 / 08 / 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.



Mayor Report



PROCLAMATION

Pride Month

WHEREAS, the City of North Liberty seeks to honor the history of the LGBTQ liberation movement and to support the rights of all citizens to experience equality and freedom from discrimination; and

WHEREAS, the City of North Liberty is committed to supporting visibility, dignity and equality for LGBTQ people in our community; and

WHEREAS, while society at large increasingly supports LGBTQ equality, it is essential to acknowledge that the need for education and awareness remains vital to end discrimination and prejudice; and

WHEREAS, celebrating Pride Month influences awareness and provides support and advocacy for North Liberty's LGBTQ community, and is an opportunity to act and engage in dialogue to strengthen alliances, build acceptance and advance equal rights; and

WHEREAS, the Mayor and City Council call upon the people of North Liberty to embrace this principle and work to eliminate prejudice everywhere it exists;

NOW, THEREFORE, BE IT RESOLVED: the City of North Liberty hereby proclaims the month of June 2022 as Pride Month

PRIDE MONTH

in support of the LGBTQ+ community.

Mayor Chris Hoffman

Signed in North Liberty, Iowa
this 14th day of June, 2022



PROCLAMATION

Juneteenth National Freedom Day

Whereas, Juneteenth National Freedom Day celebrates the day of June 19, 1865, two and a half years after the Emancipation Proclamation, when Major General Gordon Granger led Union soldiers into Galveston, Texas, bringing news that the Civil War had ended and reading the order that declared the remaining quarter of a million enslaved people – mostly of African descent – to be legally free from their Texan masters; and

Whereas, in Texas and throughout the South, Juneteenth celebrations began to be held each year on June 19th – consisting of prayer services, inspirational speeches, readings of the Emancipation Proclamation, food, games & dances; and

Whereas, in 1997, during the 105th U.S. Congress, House Joint Resolution 56 and Senate Joint Resolution 11 were passed, officially recognizing the true anniversary of the emancipation of enslaved African-Americans, as “Juneteenth Independence Day,” an important part of our country’s history and heritage; and

Whereas, Juneteenth reflects our community’s deep belief in liberty and equality for all individuals, as all benefit from a greater understanding and appreciation of the experiences of others; and

Whereas, Juneteenth commemorates the strength and resolve of African-Americans throughout our history, and is an opportunity to celebrate African-American culture, art, history & achievement;

Now, therefore, be it resolved that I, Chris Hoffman, Mayor of North Liberty, do hereby recognize Sunday, June 19, 2022, as

Juneteenth National Freedom Day

in the City of North Liberty and would encourage community members to visit johnsoncountyiowa.gov/Juneteenth to learn how they can participate in this year’s mix of virtual & in-person Juneteenth celebration activities.

Signed in North Liberty, Iowa, this 14th day of June, 2022.

Mayor Chris Hoffman



Police Officers' Union Contract

JULY 1, 2022-JUNE 30, 2026

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF NORTH LIBERTY

AND

PUBLIC PROFESSIONAL & MAINTENANCE EMPLOYEES,

LOCAL 2003

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Article 1 RECOGNITION

1.01 RECOGNITION

The Employer hereby recognizes Public Professional and Maintenance Employees, Local 2003, International Union of Painters and Allied Trades, hereinafter referred to as the "Union", as the sole and exclusive bargaining representative of all Police Department employees in those classifications and departments as set forth in the PERB certification instrument as follows:

INCLUDED: All full-time and part-time police officers.

EXCLUDED: Chief of Police, Lieutenant, Sergeants, and all those excluded by Section 20.4 of the Act.

Article 2 UNION RIGHTS

2.01 BULLETIN BOARD

The Union shall be permitted to post official Union notices on a designated bulletin board at the Police Department.

Article 3 GRIEVANCE PROCEDURE

3.01 RULES

A grievance shall mean an allegation that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement. Such grievance shall be subject to the following rules:

- A. Failure of an employee or the Union to timely grieve or appeal constitutes waiver of the grievance or appeal.
- B. Failure of the Employer or a supervisor to timely answer a grievance or appeal constitutes denial of the grievance.
- C. Any grievance step, or part thereof, may be waived by mutual agreement of the Employer and the Union, and grievance meetings will be held at mutually agreed upon times.
- D. The term "working days" as used in this Article means Monday through Friday, excluding holidays.
- E. All grievances, responses, and appeals must be in writing.
- F. A copy of all responses to a grievance or appeal must be presented or mailed within the time prescribed to the employee, the involved steward (if any), and the Union Representative.
- G. Matters within the jurisdiction of the Civil Service Commission shall be processed through the civil service procedure and not the grievance procedure.
- H. If a complaint or action is filed in any other forum based on the same event or facts as a grievance which has been filed, then the grievance will be considered withdrawn.
- I. All meetings conducted under the Grievance Procedure shall be held in private and shall include only authorized representatives of the Employer, the Union steward and business representative, the aggrieved person(s) and witnesses. Hearings before the arbitrator shall be conducted in private as well.

- J. Every bargaining unit employee shall have the right to present grievances, without representation, if they choose. In addition, and if not chosen by the employee(s), the Union shall be entitled to participate at any and all stages of the Grievance Procedure.
- K. All grievances shall be processed outside the grievant's work day, unless mutually agreed upon.
- L. The Union may submit a grievance that affects a group of employees as a single written grievance and the processing of such grievance shall begin at Step One.
- M. Employees designated as stewards by the Union shall be released with pay from work as necessary to attend steps of the grievance procedure with the Employer.

3.02 GRIEVANCE STEPS

INFORMAL STEP: An attempt shall be made to resolve any grievance under this Article through an informal discussion between the grievant and their immediate supervisor within five (5) working days of the date of the occurrence.

STEP ONE: Within ten (10) working days of the occurrence which gives rise to the grievance, an employee or the Union may initiate a grievance by submitting it in written form to the Chief of Police, or designee. The written grievance shall include a brief factual description of the violation, cite the specific provision of the Agreement violated, state the remedy requested, and be dated and signed by the grievant. Within seven (7) work days after the written grievance is filed with the Chief or designee, a meeting at a mutually agreeable time shall be held with the grievant and a Union representative. The Chief or designee shall issue a written decision on the grievance with copies to the grievant and Union representative within seven (7) working days following the meeting at Step One.

STEP TWO: In the event a grievance has not been satisfactorily resolved at the first step, the grievance may be appealed within seven (7) work days of the date of the Chief or designee's answer in Step One to the City Administrator or designee. Within seven (7) work days after the written grievance is filed, the grievant and their Union representatives, if desired, and the City Administrator or designee shall meet in an attempt to resolve the grievance. The City Administrator or designee shall file a written answer within seven (7) work days of the Step Two grievance meetings.

STEP THREE: In the event that the grievance remains unresolved after the completion of Step Two, the grievance may be referred to arbitration by the Union serving a written request for arbitration upon the Employer within seven (7) working days of its receipt of the Step Two response. It is expressly agreed and understood that no employee or the Union shall have the right to compel the arbitration of a grievance without the consent of the other.

3.03 SELECTION OF ARBITRATOR

The arbitrator shall be selected in the following manner:

A. By Agreement:

The parties shall have a period of forty-eight (48) hours during which they may mutually agree on the selection of the person to serve as the arbitrator.

B. By Lot:

In the event the parties are unable to agree, or the person agreed upon is not available,

the PERB shall be requested to nominate a panel of seven (7) arbitrators. Within five (5) days after receipt of the panel names, representatives of the parties shall meet and each party shall alternately strike a name from the list of nominees until one remains. The winner of a coin flip shall have their choice of striking first or second. The arbitrator so selected shall be informed of their selection by the parties.

3.04 ARBITRATION PROCEDURES

The procedures to be followed in submitting the grievance to the arbitrator shall be determined by the arbitrator. The arbitrator shall submit their decision in written form to both parties within thirty (30) calendar days following the conclusion of the hearing(s), as the case may be. The costs incurred for the services of the arbitrator shall be borne and divided equally between the Employer and Union. Any and all other expenses incurred with respect to the arbitration shall be paid by the party incurring said expenses. The decision of the arbitrator on the issues presented shall be final and binding. The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement.

Article 4 SENIORITY-TRANSFERS-LAYOFF & RECALL

4.01 SENIORITY DEFINITION

Seniority means an employee's length of continuous full-time service with the Police Department since their last date of hire. Seniority shall be administered on a Bargaining Unit basis and amended only per the provisions of this Agreement. A regular part-time employee who becomes a full-time employee shall receive fifty percent (50%) of their service as a part-time employee credited as full-time seniority at the time they become a full-time employee.

4.02 PROBATIONARY EMPLOYEE

A new employee shall serve a probationary period of one (1) year. A new employee possessing Academy Certification when hired shall serve a probationary period of six (6) calendar months. Upon successful completion of the probationary period, the new employee shall be put on the seniority list and their seniority shall be determined from and relate back to their original date of employment in the bargaining unit. A new employee may be terminated for any reason during the probationary period and shall have no recourse through the Grievance Procedure.

4.03 BENEFITS DURING THE PROBATIONARY PERIOD

All fringe benefits shall accrue during the probationary period and will not be available for the employee until the probationary period has been completed except for the following:

- A. Bereavement leave, jury duty leave, recognized paid holidays, and insurance at all times.
- B. Commencing with the sixth month of service, the probationary employee shall be eligible to use accrued sick leave.

4.04 NOTICE TO UNION AND EMPLOYEES

The Union shall be furnished with a seniority list and job classifications of all employees covered by this Agreement within thirty (30) days of July 1 each year, and the Union shall receive notice when employees are to be laid off or recalled. The same list shall be posted on the designated Union bulletin board in the workplace. Employees with an objection to the posted list shall have twenty (20) calendar days to resolve the objection and file a grievance if the objection is not resolved.

4.05 JOB VACANCIES

Permanent vacancies and positions in newly created job classifications in the bargaining unit shall be filled in order of the following procedures:

1. Voluntary Transfer of current Unit employee.
2. Recall of laid off Unit employee.
3. New Hire of person from outside the Unit.
4. Involuntary Transfer of current Unit employee.

4.06 SHIFT TRANSFER AND VACANCY PROCEDURE

- A. The voluntary shift transfer procedure shall be opened once a year, in December effective January 1.
- B. Effective January 1, 2014, the Chief shall have the discretion to appoint any employee who indicates an interest in the Investigator position. The Investigator job classification shall be opened at least every three years or upon a job vacancy. Although the Employer shall establish the hours of work and shifts for the Investigator, it is agreed that the hours of work and rotation for the Investigator may vary due to the operational requirements for that job classification. If an employee working as an Investigator is permitted to resign or removed from that position by the Chief, that employee shall assume the shift or assignment of his or her replacement. If no replacement is made, then the employee can exercise his or her bumping rights to a new shift.
- C. In the event of a special assignment, the parties shall reach an agreement on the employee's supplemental pay and benefits for the special assignment position before accepting the position.
- D. An employee may request a voluntary transfer of job assignment within a job classification or to a different job classification. All transfer requests shall be in writing to the Chief of Police. When a voluntary transfer is made, the Chief will consider the needs of the department, qualifications and seniority as factors when making the voluntary transfer. If all factors are determined to be equal by the Chief of Police, seniority should be the determining factor when making a voluntary transfer.
- E. The Employer may involuntarily transfer an employee in the event that the Employer is unable to fill a vacancy within a job classification. Such involuntary transfer shall be limited to three (3) calendar months per employee and shall be rotated among employees in the affected job classification. An employee involuntarily transferred to an assignment in a higher paid job classification for more than ten (10) calendar days in a fiscal year shall receive the higher pay for all hours worked in that job classification from the first day.
- F. When a vacancy occurs during the calendar year, the vacancy shall be posted for a period of five (5) calendar days for employees to request a voluntary transfer

to that vacancy. The Chief of Police will consider the needs of the department, qualifications and seniority as factors when filling the vacancy. If all factors are determined to be equal by the Chief of Police, seniority should be the determining factor when filling the vacancy.

4.07 LAYOFF AND RECALL

When the working force is to be reduced, employees will be laid off in the following order: 1) temporary; 2) probationary; 3) part-time; 4) full-time. The employee with the least bargaining unit seniority in the classification affected shall be first removed. An employee on layoff has no transfer rights. No regular full-time employee shall be laid off in any classification until all temporary, probationary, and part-time employees in the classification have been removed. Temporary and probationary employees have no recall rights.

Upon recall from layoff, employees will be returned to work in reverse order from which they were laid off, if they are qualified to perform the work available. An employee on layoff shall receive a notice of recall by certified mail at the employee's last known address. It shall be the responsibility of the employee to notify the City of the employee's current address. Failure of the employee to pick up the certified letter within seven (7) calendar days of the postmark shall constitute delivery. The laid off employee must respond to the recall notice within three (3) calendar days after receipt, and report to work on a mutually agreed upon date or all recall rights shall be terminated. A recalled employee shall be placed in the same pay step that he occupied at the time of layoff.

4.08 LOSS OF SENIORITY

An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

1. Employee quits.
2. Employee is discharged for proper cause.
3. Engaging in other work without prior approval while on unpaid leave of absence, or giving false reason for obtaining an unpaid leave of absence.
4. Two (2) consecutive days of absence without notice to the Employer, unless evidence satisfactory to the Employer is presented showing the employee was physically unable to give notice.
5. Failure to report for work upon expiration of a leave of absence.
6. Failure to report for work after being notified to return following layoff when notice is given as provided in 4.07 above.
7. When continuous period of layoff exceeds one (1) year.
8. Employee retires.

However, if an employee terminates their employment with the Department on good terms in the opinion of the Chief of Police and later reapplies and seeks reinstatement, the employee's seniority shall be restored to the status the employee was at on the date of termination.

4.09 PRESERVATION OF SENIORITY DURING DEPARTMENT EMPLOYMENT

When an employee leaves a job classification included within the bargaining unit, and remains an employee of the Department, the employee's bargaining unit seniority shall

not continue to accumulate, but will remain available should the employee re-enter the bargaining unit. An employee on a special assignment shall continue to accrue seniority in the bargaining unit and upon the completion of said assignment shall be re-assigned to a bargaining unit job classification.

Article 5 HOURS OF WORK AND OVERTIME

5.01 FULL-TIME EMPLOYEE

An employee working at least forty (40) hours per week on a regularly scheduled basis.

5.02 REGULAR PART-TIME EMPLOYEE

An employee who works less than forty (40) hours per week and on a regularly scheduled basis. Part-time employees working thirty (30) to thirty-nine (39) hours per week on an average basis shall be granted the same leave benefits as full-time employees but pro-rated to a percentage equal to 75% of a full-time employee working forty (40) hours per week. Part-time employees working twenty (20) to twenty-nine (29) hours per week on an average basis shall be granted the same leave benefits as full-time employees but pro-rated to a percentage equal to 50% of a full-time employee working forty (40) hours per week. Employees working less than an average of twenty (20) hours per week or on an intermittent basis are not eligible for fringe benefits.

5.03 WORK WEEK

The employer shall establish the hours of work and shifts. The work day for full time police officers consists of not less than eight (8) hour shifts and the regular work period shall consist of eighty (80) hours in a fourteen (14) day pay period. For full-time employees, the hours shall be posted two (2) weeks in advance, except in case of emergency when declared by the Chief of Police or his/her designee, and shall set forth the normal workday, workweek and work schedule, but shall not be construed as a guarantee of hours of work per day, per week or per schedule, or days of work per week or per schedule. For part-time employees, the employer shall give the employee as much notice as possible for employee work schedules. The Employer may need to revise work schedules for the Department in order to meet a change in operational requirements.

The hours of work, rotation and two-week posting requirement for the Investigator job classification, part-time officers, and special assignments may vary from the above due to operational requirements for that job classification.

5.04 OVERTIME

Overtime for full-time employees shall be paid at the rate of time and one-half (1/2) the employee's straight-time hourly rate for each hour worked in excess of the employee's normal shift or for any work performed on an employee's scheduled time off.

For part-time employees, overtime shall not be paid unless the employee: (1) works more than forty (40) hours in one week (Sunday-Saturday); or (2) is called in to work by the employer with one hour or less notice by the employer.

In the distribution of overtime known at least 72 hours in advance, the supervisor shall post the opportunity on the workplace bulletin board and make the opportunity for full-time employees to volunteer for available work on a rotational basis from a list of qualified employees established on the basis of greatest seniority. In the event there are insufficient volunteers, the Employer may require employees to perform such overtime work using the same rotational list. Any voluntary or involuntary overtime worked shall cause an employee to be rotated to the end of the rotational list.

5.05 COMPENSATORY TIME

- A. Compensatory time off shall be at the rate of one and one half (1½) hours of compensatory time for one (1) hour of overtime worked.
- B. Except when the City is reimbursed from an outside source, employees may elect to receive overtime compensation in either cash payment or compensatory time off. Electing compensatory time for the hours worked on a holiday will not be allowed. Officers working holidays will be paid for the hours worked.
- C. Compensatory time may be used by each officer up to a maximum of 40 (forty) hours during the calendar year.
- D. Employees may accumulate and carry over a maximum of 40 (forty) hours of compensatory time to the next calendar year. Time in excess of the 40 hour limit shall be paid in cash to the officers.
- E. The use of compensatory time off shall be scheduled with the employee's supervisor's permission.

5.06 MEAL PERIODS

During an officer's work shift, there may be a thirty (30) minute period or, if a ten (10) hour or more shift, there may be a forty-five (45) minute period. Officers will be on-call during the meal period. It is hereby acknowledged that meal periods may not be available as scheduled due to the nature of law enforcement work.

5.07 BREAK PERIODS

The Employer shall grant with pay two (2) rest periods of fifteen (15) minute duration. Each break period will be scheduled as near to the middle of the first and second half of the shift as possible. It is hereby acknowledged that break periods may not be available as scheduled due to the nature of law enforcement work.

5.08 CALL IN PAY AND COURT APPEARANCES

An employee who is called in to work outside of his/her regularly scheduled shift shall be provided at least two (2) hours of work paid at the overtime rate. A required court appearance by an employee shall be considered time worked. All hours required for a court appearance, which are not scheduled as regular hours of work within the employee's shift, shall be compensated at the overtime rate.

5.09 SHIFT TRADES

It is permissible for employees within the same classification to trade shifts anytime within the accounting period. Trades will not result in overtime regarding the

maximum number of hours worked in any accounting period or working in excess of the normal workday or work schedule. All trades must have the approval of the Chief of Police or his/her designee. All trades must be mutually agreed to by both employees, and documented on time sheets indicating who the trade is with and dates of both sides of the trade. If an employee fails to complete the trade for any reason, such employee shall be prohibited from trading shifts for six (6) months.

Article 6 LEAVES OF ABSENCE

6.01 SICK LEAVE ACCUMULATION

Each regular full-time employee shall accrue sick leave at the rate of eight (8) hours per month of continuous employment to a maximum accumulation of nine hundred sixty (960) hours. The accrual shall be credited the first pay check of the following month.

6.02 USE OF SICK LEAVE

Accumulated sick leave may be used for any of the following:

- A. If the employee is medically unable to work.
- B. Up to one hundred twenty (120) hours of accrued sick leave per fiscal year for medical or dental appointments or the care of ill or injured members of the immediate family (spouse, son, daughter or parent). The use of this leave must be used in a minimum of one (1) hour increments.
- C. Difference between workers' compensation and regular wage compensation.

After an employee has accumulated 960 hours of sick time, he/she can earn additional vacation time by not using sick time for three consecutive months. When this occurs, the employee will be credited 8 hours into their vacation bank, which must be used within one year from the date of accrual, or it will be forfeited. Employees wishing to exchange sick time for vacation time under this program must fill out a Supplemental Vacation Credit Form before the exchange will occur. If the employee uses sick time, they must wait until they have reached 960 hours again, and must go another three consecutive months before accruing extra vacation.

6.03 SICK LEAVE NOTIFICATION

When absences due to sickness are necessitated, the employee shall notify the supervisor at least one (1) hour prior to the beginning of his/her scheduled reporting time. Failure to do so without a bona fide reason shall result in the employee being considered absent without leave, and subject to disciplinary action.

6.04 PERSONAL LEAVE

Regular full-time employees will receive three (3) personal days each fiscal year.

- A. If an employee begins employment with the City between July 1 and October 31, they will be awarded three (3) personal days for the rest of the fiscal year. If an employee begins employment with the City between November 1 and February 28, they will be awarded two (2) personal days for the rest of the fiscal year. If the employee begins employment with the City between March 1 and June 30, they will be awarded one (1) personal day for the rest of the fiscal year.
- B. Employees must submit a Request for Leave of Absence Form to

the Chief or designee for approval prior to utilizing available Personal Days. Personal Days must be used in half (1/2) day increments.

- C. All personal days must be taken by the employee prior to the beginning of the next fiscal year. Any unused personal days will be forfeited at the end of the fiscal year (June 30).
- D. An employee whose services are terminated shall receive any personal days earned and not previously taken.
- E. If, during a week in which an employee has scheduled to use a personal day, the employee is required to work overtime, the personal hours will be considered as time worked for the purpose of determining overtime.

6.05 BEREAVEMENT LEAVE ELIGIBILITY

Each regular full-time employee shall be eligible for a paid leave of absence for a death in the immediate family. Employees shall be required to take any paid leave under this policy in consecutive working days. Leave may be granted up to the number of consecutive workdays of paid bereavement leave set forth below to attend the funeral and make any necessary arrangements associated with the death as follows:

- A. Death of spouse, child (including stepchild) or parent (including stepparent) - five (5) days.
- B. Death of brother or sister, grandmother or grandfather, grandchild, spouse's grandchild, spouse's mother or father, spouse's brother or sister, or spouse's grandmother or grandfather - three (3) days.
- C. Aunt, uncle, niece, nephew, or spouse's aunt or uncle - one (1) day.

Only days absent which would have been compensable work days will be paid. No payment will be made during vacations, holidays, layoffs, or leaves of absence. Payment will be made on the basis of the employee's normal work day's pay. The employee must attend the funeral to qualify for bereavement leave pay.

6.06 JURY DUTY LEAVE

Any employee selected for jury duty shall receive a paid leave of absence for the time spent on such duty. If an employee is called for jury duty, the employee should promptly notify his/her immediate supervisor. Said employee shall receive the normal work day's pay and shall return to the Employer pay received as a juror, except mileage. An employee who is summoned for jury duty but is not selected, or an employee who is released from jury duty with an hour or more remaining on the employee's shift, shall return to work.

6.07 MILITARY LEAVE

The parties agree to follow all applicable state and federal laws governing military leave and re-employment rights.

6.08 UNPAID LEAVE

Non-probationary employees shall be eligible for unpaid leaves of absence if all other paid leaves have been exhausted. An employee who fails to return to work at the end of an unpaid leave of absence shall be deemed to have voluntarily quit, or, if applicable, voluntarily retired on the last day of work prior to the leave. An unpaid leave of absence in increments up to thirty (30) days shall be granted for any purpose reasonable in the

judgment of the City Administrator who may deny a request if he/she determines that the department cannot function effectively without the employee's presence.

6.09 BENEFITS DURING UNPAID LEAVE

During an unpaid leave of absence of more than thirty (30) calendar days the employee:

- A. Must pay any insurance premiums due during any month the employee is not on the payroll if coverage is desired, and must, before the leave starts, make necessary arrangements with the Employer to provide the payments.
- B. Shall not receive any other fringe benefits.
- C. Except for military leave, shall not accrue seniority, and shall have his/her anniversary date adjusted to reflect the length of the unpaid leave.
- D. Shall not accrue sick leave, vacation, or other forms of leave.

6.10 FEDERAL FAMILY AND MEDICAL LEAVE

Employees are entitled to family and medical leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993, as amended, and the regulations implementing the Act.

Article 7 HOLIDAYS

7.01 DESIGNATED HOLIDAYS

All full-time employees are eligible for eleven (11) paid holidays:

New Year's Eve Day	Labor Day
New Year's Day	Thanksgiving Day
Presidents' Day	After Thanksgiving Day
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	

The Union agrees that if the City changes the designated holidays for non-bargaining City employees, the Union will follow the holidays as updated by the City for non-bargaining City employees. The Union and the City agree that the City shall not reduce holidays below the eleven (11) holidays already provided to employees, but that if the City adds holidays for non-bargaining City employees the Union shall be eligible for those additional holidays.

7.02 PAY FOR HOLIDAYS AND WORK ON HOLIDAYS

Eligible employees shall receive a normal workday's pay for each of the holidays set forth in 7.01. Employees who are scheduled to work or called in to work on any of the recognized holidays in 7.01 shall be paid at the rate of one and one-half (1 1/2) times the regular hourly rate for all hours worked on the holiday, plus the holiday at the normal work day's pay or an additional day off at the employee's election to be used in the month the holiday occurs or within the two months following the month of the holiday.

7.03 ELIGIBILITY FOR HOLIDAY PAY

In order to be eligible for receiving holiday pay, the employee must work his or her scheduled shift on the last scheduled workday before the holiday and on the first scheduled workday after the holiday unless time off has been requested and approved prior to the posting of the schedule. An employee who is on lay-off, disability, workers' compensation, discharged, or who is under suspension is not eligible for holiday pay.

If an employee requests to take time off on the actual holiday, at the "last minute" (not within the two-week requirement), the employee must work one-half (1/2) of his/her scheduled shift; if the shift is covered, the supervisor may grant one-half (1/2) day of leave (except sick leave) and the employee will still be eligible to receive holiday pay for the hours worked.

7.04 HOLIDAY DURING VACATION

If a holiday occurs during the period an employee is taking scheduled vacation, the employee will not be charged a vacation day for the holiday.

7.05 DAY OF CELEBRATION

For employees employed under the Investigator classification and all other bargaining unit members assigned to and working a regularly scheduled, Monday through Friday (8 a.m. - 5 p.m.) workday, when a holiday occurs on a Saturday, it shall be observed on the Friday preceding, and if a holiday occurs on a Sunday it shall be observed on the following Monday. Employees on a seven-day per week rotating schedule shall celebrate a holiday on its calendar date (if Christmas Day -December 25th).

Article 8 VACATION

8.01 ELIGIBILITY FOR VACATION

Each eligible employee shall be entitled to a vacation with pay in accordance with the following schedule. Vacation will be credited and available for use each year on the employee's anniversary date. Forty (40) hours of vacation may be carried over to an employee's next anniversary year. A day of vacation pay will equal the employee's regularly scheduled day's pay.

Length of Service	Amount of Vacation
Upon the completion of six (6) months of service	40 hours
Upon the completion of one (1) or more years of service	80 hours
Upon the completion of five (5) or more years of service	120 hours
Upon the completion of ten (10) or more years of service	160 hours
Upon the completion of fifteen (15) or more years of service	Eight (8) additional hours for each year of service up to a maximum of 20 years of service/200 hours

8.02 SCHEDULING OF VACATION

In determining vacation periods, the employee's immediate supervisor shall give consideration to employee's preferences, and in case of conflict, a first come - first served basis shall govern. However, no vacation period may be scheduled more than one (1) year in advance of the start of the vacation requested. Vacation requests must be dated and submitted in writing to the employee's immediate supervisor, and the employee's immediate supervisor shall provide a written response within five (5) working days for non-priority vacation. Priority vacation requests may be made throughout the month of December for the following calendar year. The five-day response requirement for typical vacation requests shall not apply to priority vacation requests. The employee's immediate supervisor shall respond to priority vacation requests no later than January 10 of the following year. Such priority vacation requests shall be granted according to seniority, with each employee receiving a maximum of two (2) weeks of vacation leave before any additional time is granted to another employee. Priority vacation cannot be changed once approved, and an employee on priority vacation cannot be forced for involuntary overtime.

8.03 VACATION PAY UPON TERMINATION

An individual terminating employment with the City will be paid available earned, but not taken, vacation time through the last day of work.

Article 9 INSURANCE

9.01 HEALTH INSURANCE

The Employer shall provide employees and their dependents with health insurance coverage. The Employer shall have the exclusive right to select the carrier for such insurance without reduction or change in benefits. An employee must work at least fifteen (15) days in a month to qualify for the Employer payment of the premium. All paid time off work shall count as time worked for computing the fifteen (15) days minimum. Employees selecting single coverage shall be responsible for fifteen percent (15%) of the monthly single premium. Employees selecting family coverage shall be responsible for 15% of the monthly family premium. Should the Employer determine to change carriers, the employees and the Union shall be notified in advance of the effective date of the change. Coverage levels substantially comparable to those in effect on July 1, 2010, shall be maintained, and shall include the following basic benefits:

	Single Plan	Family Plan
Deductible	\$1,000	\$3,000
Co-Insurance	70/30	70/30
Out-of-Pocket Maximum	\$3,000	\$9,000
Office Visit Co-Pay	\$25/visit	\$25/visit
Emergency Room Visit	\$200/visit	\$200/visit
Prescription Drug Deductible	\$100	\$200

Co-Payments per prescription	Generic	\$8
	Name Brand	\$35
	Out of Formulary	\$50

Notwithstanding the above employee liabilities, the Employer shall reimburse employees up to \$2,000 per year per person for incurred medical deductibles, co-payments, prescription drug deductibles and co-payments. Employees may use up to \$250 per year per covered person of the \$2,000 medical reimbursement for covered dental and vision services.

9.02 LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT ("AD&D") INSURANCE

The Employer shall provide, at no cost to each employee, coverage in an amount not less than \$25,000 per employee for term life insurance and \$25,000 for AD&D insurance. Employees may purchase additional life insurance coverage at the employee's cost.

9.03 DENTAL INSURANCE

The Employer shall provide employees and their families with dental insurance. Employees shall be responsible for payment of fifteen percent (15%) of either the single or family monthly premium as selected by the employee. The Employer shall have the exclusive right to select the carrier for such insurance without reduction or change in benefits. Covered benefits include no deductible and 100% coverage for preventative care. Basic services are paid at 80% and Major services at 50%. Orthodontic services for children under age 19 to a lifetime maximum of \$1,000. For services other than preventative, single employees are responsible for a \$25 deductible and families are responsible for a \$75 deductible.

9.04 VISION CARE

The Employer shall provide employees and their families with vision insurance. Employees shall be responsible for payment of fifteen percent (15%) of either the single or family monthly premium as selected by the employee. Coverage provisions and co-pays shall be according to the VSP preferred provider plan.

9.05 LONG TERM DISABILITY INSURANCE

The Employer shall provide employees with long term disability insurance which provides benefits of up to sixty percent (60%) of **monthly** earnings.

9.06 PRE-TAX REIMBURSEMENT ACCOUNT

All employees eligible to participate in the insurance programs may participate in the Employer's flexible spending plan, which under IRS regulations, allows employees to pay for health care and dependent care from pre-tax dollars.

Article 10 INSERVICE TRAINING

10.01 SCHEDULING AND PAY

For the purpose of education and increasing the professionalism of the department, the Chief may schedule and conduct in-service training seminars during the fiscal year. Training sessions may be run in conjunction with shift meetings or at such other times as the Chief may determine such training necessary. The Employer shall reimburse the employees required to attend in-service training for their time in attendance at any such session, providing they are not on duty at the time of the required training session. Employees shall be reimbursed at their regular rate of pay or with overtime, if applicable, and will be eligible for reimbursement of all pre-approved training costs and expenses.

Article 11 WAGES

11.01 WAGE RATES

Employees shall be compensated for their regular straight-time hours worked pursuant to the schedule set forth in Exhibit A, Police Department Wage Schedule, a copy of which is attached and incorporated by this reference as though fully set forth in it. All hourly wage rates in Exhibit A shall increase two and one-half percent (2.50%) effective July 1, 2022, two and three-quarters percent (2.75%) effective July 1, 2023, three percent (3.00%) effective July 1, 2024, and three percent (3.00%) effective July 1, 2025.

11.02 PAY PERIOD AND PAY DAY

Employees will be paid by direct deposit twelve times per year by the fifth day of the month for hours worked the previous pay period. In the event pay day is a Saturday, Sunday, or holiday, employees will be paid on the last weekday prior.

11.03 SHIFT DIFFERENTIAL

Employees shall receive the following shift differentials in addition to their regular straight-time hourly rates. Shift differential will be paid out on a separate check between December 1 and December 15 of each year. Shift differential is to be paid to those who work regularly scheduled evening and night shifts. Employees engaging in occasional work or overtime work occurring during these hours shall not be entitled to such pay:

Shift starts between 1100 and 1700	\$750/Calendar Year
Shift starts between 1701 and 0559	\$1,000/Calendar Year

For employees hired or changing shifts after the start of the calendar year, the employee's shift differential shall be prorated to reflect the percentage of the calendar year the employee actually worked.

11.04 JOB CLASSIFICATIONS AND PAY GRADES

For the purpose of the administration of the Agreement, the employees within the Bargaining Unit shall be divided into the following job classifications which shall be assigned to the designated wage rates in Exhibit A:

Job Classifications
Police Officer
Investigator

Article 12 FINALITY AND EFFECT OF AGREEMENT

12.01 EFFECTIVE PERIOD

This Agreement shall be effective from July 1, 2022, and shall be in full force and effect through June 30, 2026.

12.02 SIGNATURES AND WITNESSES

In witness thereof, the parties have caused this contract to be executed by their duly authorized representatives this ____ day of _____, 2022.

EMPLOYER:

NORTH LIBERTY, IOWA

Mayor

Ryan Heiar
City Administrator

Holly A. Corkery
City Chief Negotiator

UNION:

PUBLIC PROFESSIONAL AND
MAINTENANCE EMPLOYEES,
Local Union 2003, IUPAT

Employee Representative

Employee Representative

Mark Hubbard
Business Representative

EXHIBIT A
POLICE DEPARTMENT HOURLY WAGE RATES
July 1, 2019 – June 30, 2022

Effective July 1, 2022 the City will provide a one-time wage adjustment increasing all steps in the salary schedule 2.5% on July 1, 2022.

In addition, effective July 1, 2022, the City will add a retention payment for employees at “3 yr” on the salary schedule of \$3,000.00; at “4 yr” on the salary schedule of \$3,000.00; at “5 yr” on the salary schedule of \$1,500.00; at “6 yr” on the salary schedule of \$1,500.00. All retention payments are one-time payments that are not added into the employee’s base wage. All retention payments will be paid on the employee’s anniversary date of that year.

Effective July 1, 2022, the parties agree to add a ninth step that is 3% higher than the eighth step.

All non-certified officers shall start at the start rate. Once an officer is certified, the officer will move to the Year 1 rate at the start of their next pay period. All newly hired certified officers shall start at the wage rate that reflects their years of experience as a certified law enforcement officer. Newly hired, certified officers shall not have any other seniority benefits.

	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 12
FY22	\$25.90	\$27.13	\$28.33	\$29.55	\$30.77	\$31.99	\$33.22	\$34.44	\$35.65	
1x2.5% adj.	\$26.55	\$27.81	\$29.04	\$30.29	\$31.54	\$32.79	\$34.05	\$35.30	\$36.54	
FY23 2.5%	\$27.21	\$28.51	\$29.77	\$31.05	\$32.33	\$33.61	\$34.90	\$36.18	\$37.45	\$38.57
FY24 2.75%	\$27.96	\$29.29	\$30.59	\$31.90	\$33.22	\$34.53	\$35.86	\$37.17	\$38.48	\$39.63
FY25 3%	\$28.80	\$30.17	\$31.51	\$32.86	\$34.22	\$35.57	\$36.94	\$38.29	\$39.63	\$40.82
FY26 3%	\$29.66	\$31.08	\$32.46	\$33.85	\$35.25	\$36.64	\$38.05	\$39.44	\$40.82	\$42.04

Employees shall advance to the next step on the above wage schedule upon completion of the required length of service based on the date of the employee’s original date of hire. Such advancement shall be automatic.

Resolution No. 2022-51

**A RESOLUTION APPROVING THE COLLECTIVE
BARGAINING AGREEMENT BETWEEN THE CITY OF
NORTH LIBERTY AND PUBLIC PROFESSIONAL AND
MAINTENANCE EMPLOYEES LOCAL 2003 FOR THE
PERIOD OF JULY 1, 2022 THROUGH JUNE 30, 2026**

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

WHEREAS, the City of North Liberty, Iowa participated in collective bargaining with the Public Professional and Maintenance Employees Local 2003;

WHEREAS, the negotiated outcomes are included in the attached Collective Bargaining Agreement.

NOW, THEREFORE, BE IT RESOLVED that the terms of the agreement, attached hereto as Exhibit A, between the City of North Liberty, Iowa, and Public Professional and Maintenance Employees Local 2003, are hereby approved and that the Mayor and City Administrator are hereby authorized to execute the agreement attached hereto as Exhibit A.

APPROVED AND ADOPTED this 14th day of June, 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



Police Sergeants' Union Contract

2022–2025

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF NORTH LIBERTY

AND

NORTH LIBERTY SERGEANTS' ASSOCIATION

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Article 1 RECOGNITION

1.01 RECOGNITION

The Employer hereby recognizes North Liberty Sergeants' Association, hereinafter referred to as the "Association", as the sole and exclusive bargaining representative of all Police Department employees in those classifications and departments as set forth in the PERB certification instrument as follows:

INCLUDED: All Police Department employees with the rank of Sergeant.

EXCLUDED: Chief of Police, Lieutenant, and all those excluded by Section 20.4 of the Act.

Article 2 GRIEVANCE PROCEDURE

2.01 RULES

A grievance shall mean an allegation that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement. Such grievance shall be subject to the following rules:

- A. Failure of an employee or the Association to timely grieve or appeal constitutes waiver of the grievance or appeal.
- B. Failure of the Employer or a supervisor to timely answer a grievance or appeal constitutes denial of the grievance.
- C. Any grievance step, or part thereof, may be waived by mutual agreement of the Employer and the Association, and grievance meetings will be held at mutually agreed upon times.
- D. The term "working days" as used in this Article means Monday through Friday, excluding holidays.
- E. All grievances, responses, and appeals must be in writing.
- F. A copy of all responses to a grievance or appeal must be presented, e-mailed, or mailed within the time prescribed to the employee, the involve steward (if any), and the Association Representative.
- G. If a complaint or action is filed in any other forum based on the same event or facts as a grievance which has been filed, then the grievance will be considered withdrawn.
- H. All meetings conducted under the Grievance Procedure shall be held in private and shall include only authorized representatives of the Employer, the Association steward and business representative, the aggrieved person(s) and witnesses. Hearings before the arbitrator shall be conducted in private as well.
- I. Every bargaining unit employee shall have the right to present grievances, without representation, if they choose. In addition, and if not chosen by the employee(s), the Association shall be entitled to participate in any and all states of the Grievance Procedure. It shall be the employees' responsibility to notify the Association of any and all grievances.
- J. All grievances shall be processed outside the grievant's work day, unless mutually agreed upon.
- K. The Association may submit a grievance that affects a group of employees as a single written grievance and the processing of such grievance shall begin at Step One.

- L. Employees designated as stewards by the Association shall be excused from work with pay to attend steps of the grievance procedure with the Employer. The steward shall give the employer at least 48 hours' notice of his or her intent to participate in the grievance procedure as a steward.

2.02 GRIEVANCE STEPS

INFORMAL STEP: An attempt shall be made to resolve any grievance under this Article through an informal discussion between the grievant and the grievant's supervising lieutenant within five (5) working days of the date of the occurrence.

STEP ONE: Within ten (10) working days of the occurrence which gives rise to the grievance, an employee or the Association may initiate a grievance by submitting it in written form to the Chief of Police, or designee. The written grievance shall include a brief factual description of the violation, cite the specific provision of the Agreement violated, state the remedy requested, and be dated and signed by the grievant. Within seven (7) working days after the written grievance is filed with the Chief or Designee, a meeting at a mutually agreeable time shall be held with the grievant and an Association representative. The Chief or designee shall issue a written decision on the grievance with copies to the grievant and Association representative within seven (7) working days following the meeting at Step One.

STEP TWO: In the event a grievance has not been satisfactorily resolved at the first step, the grievance may be appealed within seven (7) working days of the date of the Chief or designee's answer in Step One to the City Administrator or designee. Within seven (7) working days after the written grievance is filed, the grievant and his Association representatives, if desired, and the City Administrator or designee shall meet in an attempt to resolve the grievance. The City Administrator or designee shall file a written answer within seven (7) working days of the Step Two grievance meetings.

STEP THREE: In the event that the grievance remains unresolved after the completion of Step Two, the grievance may be referred to arbitration by the Association serving a written request for arbitration upon the Employer within seven (7) working days of its receipt of the Step Two response. It is expressly agreed and understood that no employee or the Association shall have the right to compel the arbitration of a grievance without the consent of the other.

2.03 SELECTION OF ARBITRATOR

The arbitrator shall be selected in the following manner:

A. By Agreement:

The parties shall have a period of forty-eight (48) hours during which they may mutually agree on the selection of the person to serve as the arbitrator.

B. By Lot:

In the event the parties are unable to agree, or the person agreed upon is not available, the PERB shall be requested to nominate a panel of seven (7) arbitrators. Within five (5) days after receipt of the panel names, representatives of the parties shall meet and each party shall alternatively strike a name from the list of nominees until one remains. The winner of a coin flip shall have his/her choice of striking first or second. The arbitrator so selected shall be informed of his/her selection by the parties.

2.04 ARBITRATION PROCEDURES

The procedures to be followed in submitting the grievance to the arbitrator shall be determined by the arbitrator. The arbitrator shall submit their decision in written form to both parties within thirty (30) calendar days following the conclusion of the hearing(s), as the case may be. The costs incurred for the services of the arbitrator shall be borne and divided equally between the Employer and Association. Any and all other expenses incurred with respect to the arbitration shall be paid by the party incurring said expenses. The decision of the arbitrator on the issues presented shall be final and binding. The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement.

Article 3 SENIORITY-TRANSFERS-LAYOFF & RECALL

3.01 SENIORITY DEFINITION

Seniority for purposes of this contract means an employee's length of continuous full-time service as a Sergeant with the North Liberty Police Department. A bargaining unit member's length of service shall be determined by his or her date of promotion to the sergeant position. Any time spent as an "acting" sergeant shall not be counted toward seniority. Seniority shall be administered on a Bargaining Unit basis and amended only per the provisions of this Agreement.

3.02 PROBATIONARY EMPLOYEE

A new sergeant shall serve a probationary period of six (6) months following the date of promotion. Upon successful completion of the probationary period, the new sergeant shall be put on the seniority list and their seniority shall be determined from and relate back to their original date of promotion into the bargaining unit. A new sergeant may be demoted for any reason during the probationary period and shall have no recourse through the Grievance Procedure.

3.03 SHIFT TRANSFER AND VACANCY PROCEDURE

- A. The voluntary shift procedure shall be opened once a year, in December and effective on January 1. Seniority shall be used to bid shift hours.
- B. The Employer may involuntarily transfer an employee in the event that the Employer is unable to fill a vacancy within a job classification. Such involuntary transfer shall be limited to three (3) calendar months per employee and shall be rotated among employees in the affected job classification.
- C. When a vacancy occurs during the calendar year, the vacancy shall be posted for a period of five (5) calendar days for employees to request a voluntary transfer to the vacancy. The Chief of Police shall use seniority as the factor when filling the vacancy if all other factors are equal.

3.04 LAYOFF AND RECALL

When the working force is to be reduced, the bargaining unit employee with the least bargaining unit seniority shall be first removed. An employee on layoff has no transfer rights. Temporary and probationary employees have no recall rights. If there is an open, available position outside the bargaining unit for which the sergeant is qualified, the sergeant may apply for that position following layoff.

Upon recall from layoff, employees will be returned to work in reverse order from which they were laid off, if they are qualified to perform the work available. An employee on layoff shall receive a notice of recall by certified mail at the employee's last known address. It shall be the responsibility of the employee to notify the City of the employee's current address. Failure of the employee to pick up the certified letter within seven (7) calendar days of the postmark shall constitute delivery. The laid off employee must respond to the recall notice within three (3) calendar days after receipt, and report to work on a mutually agreed upon date or all recall rights shall be terminated. A recalled employee shall be placed in the same pay step that he occupied at the time of layoff.

3.05 LOSS OF SENIORITY

An employee shall lose their seniority as follows:

1. Employee voluntarily quits.
2. Employee is discharged for proper cause.
3. Failure to report for work upon expiration of a leave of absence.
4. Failure to report for work after being notified to return following layoff when notice is given as provided in 3.04 above.
5. When continuous period of layoff exceeds one (1) year.
6. Employee retires.

3.06 PRESERVATION OF SENIORITY DURING DEPARTMENT EMPLOYMENT

When an employee leaves a job classification included within the bargaining unit, and remains an employee of the Department, the employee's bargaining unit seniority shall not continue to accumulate but will remain available should the employee re-enter the bargaining unit. An employee on a special assignment shall continue to accrue seniority in the bargaining unit and upon the completion of said assignment shall be re-assigned to a bargaining unit job classification.

Article 4 HOURS OF WORK AND OVERTIME

4.01 WORK WEEK

The employer shall establish the hours of work and shifts. The employer shall post the schedule with as much notice as possible to the employees.

4.02 OVERTIME

Because of the nature of the position, sergeants do not receive overtime pay. However, sergeants are permitted to flex their time within the same pay period subject to the approval of their supervisor.

Sergeants may sign up for extra jobs outside their normal work hours that pay an additional stipend (i.e., Iowa Hawkeye Football game patrol, Liberty High School events, etc.). Extra jobs shall be paid at the rate the City is reimbursed. Extra jobs shall be posted on the workplace bulletin board. Interested sergeants shall sign up for extra jobs on the deadline posted on the sign-up sheet. The assignment of interested Sergeants for extra jobs shall be made at the discretion of the Chief of Police or his/her designee.

4.03 MEAL & BREAK PERIODS

Sergeants may take a meal and break periods of a reasonable period of time as it fits into their schedule. Sergeants will be on-call during the meal and break periods.

It is hereby acknowledged that meal and break periods may not be available as scheduled due to the nature of law enforcement work.

4.04 SHIFT TRADES

It is permissible for employees of the same classification to trade shifts with other sergeants anytime within the same pay period. All trades must have the approval of the Chief of Police or his/her designee. All trades must be mutually agreed to by both employees and documented on time sheets indicating who the trade is with and the dates of both sides of the trade. If an employee fails to complete the trade for any reason, such employee shall be prohibited from trading shifts for six (6) months.

Article 5 LEAVES OF ABSENCE

5.01 SICK LEAVE ACCUMULATION

Each regular full-time employee shall accrue sick leave at the rate of eight (8) hours per month of continuous employment to a maximum accumulation of nine hundred sixty (960) hours. The accrual shall be credited the first paycheck of the following month.

5.02 USE OF SICK LEAVE

Accumulated sick leave may be used for any of the following:

- A. If the employee is medically unable to work.
- B. Up to one hundred twenty (120) hours of accrued sick leave per fiscal year for medical or dental appointments or the care of ill or injured members of the immediate family (spouse, son, daughter, or parent). The use of this leave must be used in a minimum of one (1) hour increments.
- C. Difference between workers' compensation and regular wage compensation.
- D. After an employee has accumulated 960 hours of sick time, the employee can earn additional vacation time by not using sick time for three consecutive months for oneself or dependents. Under these circumstances, the employee may complete the paperwork required by the City requesting eight (8) hours of time off. The employee must complete and submit the paperwork required by the City within thirty (30) days of becoming eligible for the additional vacation time. Vacation time obtained through this policy must be used within one (1) year or that time will be lost.

5.03 SICK LEAVE NOTIFICATION

When absences due to sickness are necessitated, the employee shall notify the supervisor at least one (1) hour prior to the beginning of his scheduled reporting time. Failure to do so without a bona fide reason shall result in the employee being considered absent without leave, and subject to disciplinary action. The employer reserves the right to require a healthcare provider's note for any absence due to sickness and shall require a healthcare provider's note for all absences longer than three (3) consecutive working days.

5.04 PERSONAL LEAVE

Regular full-time employees will receive twenty-four (24) hours of personal time each fiscal year.

- A. If an employee begins employment with the City between July 1 and October 31, they will be awarded twenty-four (24) hours for the rest of the fiscal year. If an employee begins employment with the City between November 1 and February 28, they will be awarded sixteen (16) hours for the rest of the fiscal year. If the employee begins employment with the City between March 1 and June 30, they will be awarded with eight (8) hours for the rest of the fiscal year.
- B. Employees must submit a Request for Leave of Absence Form to the Chief or designee for approval prior to utilizing available Personal Days. Personal Days must be used in half (1/2) day increments.
- C. All personal days must be taken by the employee prior to the beginning of the next fiscal year. Any unused personal days will be forfeited at the end of the fiscal year (June 30).
- D. An employee whose services are terminated shall receive any personal days earned and not previously taken.

5.05 BEREAVEMENT LEAVE ELIGIBILITY

Each regular full-time employee shall be eligible for a paid leave of absence for a death in the immediate family. Employees shall be required to take any paid leave under this policy in consecutive working days. "Consecutive working days" does not include days the employee is not scheduled to work. The Police Chief or the Police Chief's designee shall have discretion to deviate from the requirement of "consecutive working days" upon written request from the employee. Leave may be granted up to the number of consecutive workdays of paid bereavement leave set forth below to attend the funeral and make any necessary arrangements associated with the death:

- A. Death of spouse, child (including stepchild), or parent (including stepparent) – five (5) days.
- B. Death of brother or sister, grandmother or grandfather, grandchild, spouse's grandchild, spouse's mother or father, spouse's brother or sister, or spouse's grandmother or grandfather – three (3) days.
- C. Aunt, uncle, niece, nephew, or spouse's aunt or uncle – one (1) day.

Only days absent which would have been compensable work days will be paid. No payment will be made during vacations, holidays, layoffs, or leaves of absence. Payment will be made on the basis of the employee's normal work day's pay. The employee must attend the funeral to qualify for bereavement leave pay.

5.06 JURY DUTY LEAVE

Any employee selected for jury duty shall receive a paid leave of absence for the time spent on such duty. If an employee is called for jury duty, the employee should promptly notify his/her immediate supervisor. Said employee shall receive the normal work day's pay and shall return to the Employer pay received as a juror, except mileage. An employee who is summoned for jury duty but is not selected, or an employee who is released from jury duty with an hour or more remaining on the employee's shift, shall return to work.

5.07 UNPAID LEAVE

Employees may be eligible for unpaid leaves of absence if all other paid leaves have been exhausted. All unpaid leaves of absence shall be approved in writing by the Chief of Police and City Manager. An employee who fails to return to work at the end of an unpaid leave of absence shall be deemed to have voluntarily quit, or, if applicable, voluntarily retired on the last day of work prior to the leave.

5.08 BENEFITS DURING UNPAID LEAVE

Employees on an approved unpaid leave of more than thirty (30) calendar days shall not accrue sick leave, vacation, holidays, seniority, and personal time. During an approved unpaid leave, an employee's health insurance coverage shall continue, however the employee shall pay the cost of the entire health insurance premium, including dental and vision premiums. The employee shall make arrangements with the Human Resources Director to pay the health insurance premium by the 20th of each month. Failure to pay the entire amount of the premium owed by the employee in a timely manner shall result in termination of coverage.

Article 6 HOLIDAYS

6.01 DESIGNATED HOLIDAYS

All full-time employees are eligible for eleven (11) paid holidays:

New Year's Eve
New Year's Day
President's Day
Reverend Dr. Martin Luther King Jr. Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Eve Day
Christmas Day

6.02 PAY FOR HOLIDAYS AND WORK ON HOLIDAYS

Eligible employees shall receive a normal work day's pay for each of the holidays set forth in section 6.01. Employees who are scheduled to work or called in to work on any of the recognized holidays in Article 6.01 shall be paid a holiday pay rate of one and one-half (1 ½) times the employee's hourly rate of pay for all hours worked on the actual holiday. All employees whether they are scheduled to work or not shall receive an additional day off to be used within two months following the holiday. If the employee fails to use their additional day off for a holiday, two months after the holiday has passed the employee shall be paid out for the holiday not taken.

6.03 ELIGIBILITY FOR HOLIDAY BENEFITS

In order to be eligible for receiving holiday benefits, the employee must work his or her scheduled shift on the last scheduled workday before the holiday and on the first scheduled workday after the holiday unless time off has been requested and approved prior to the posting of the schedule.

Article 7 VACATION

7.01 ELIGIBILITY FOR VACATION

Each eligible employee shall be entitled to a vacation with pay in accordance with the following schedule. Vacation will be credited and available for use each year on the employee's anniversary date. Eighty (80) hours of vacation may be carried over to an employee's next anniversary year. A day of vacation pay will equal the employee's regularly scheduled day's pay.

<u>Length of Service</u>	<u>Amount of Vacation</u>
<u>Upon the completion of six (6) months of service</u>	<u>40 hours</u>
<u>Upon the completion of one (1) or more years of service</u>	<u>80 hours</u>
<u>Upon the completion of five (5) or more years of service</u>	<u>120 hours</u>
<u>Upon the completion of ten (10) or more years of service</u>	<u>160 hours</u>
<u>Upon the completion of fifteen (15) or more years of service</u>	<u>Eight (8) additional hours for each year of service up to a maximum of 20 years of service/200 hours</u>

7.02 SCHEDULING OF VACATION

In determining vacation periods, the employee's immediate supervisor shall give consideration to the employee's preferences, and in case of conflict, a first come-first served basis shall govern. However, no vacation period may be scheduled more than one (1) year in advance of the start of the vacation requested. Vacation requests must be dated and submitted in writing to the employee's immediate supervisor, and the employee's immediate supervisor shall provide a written response within five (5) working days for non-priority vacation. Priority vacation requests may be made throughout the month of December for the following calendar year. The five-day response requirement for typical vacation requests shall not apply to priority vacation requests. The employee's immediate supervisor shall respond to priority vacation requests no later than January 10 of the following year. Such priority vacation requests shall be granted according to seniority, with each employee receiving a maximum of two (2) weeks of vacation leave before any additional time is granted to another employee. Priority vacation cannot be changed once approved, and an employee on priority vacation cannot be forced for involuntary overtime.

7.03 VACATION PAY UPON TERMINATION

An individual terminating employment with the City will be paid available earned, but not taken, vacation time through the last day of work.

Article 8 INSURANCE

8.01 HEALTH INSURANCE

The Employer shall provide employees and their dependents with health insurance coverage. The Employer shall have the exclusive right to select the carrier for such insurance without reduction or change in benefits. An employee must work at least fifteen (15) days in a month to qualify for the Employer payment of the premium. All paid time off work shall count as time worked for computing the fifteen (15) days minimum. Employees selecting single coverage shall be responsible for fifteen percent (15%) of the monthly single premium. Employees selecting family coverage shall be responsible for fifteen percent (15%) of the monthly family premium. Should the Employer determine to change carriers, the employees and the Association shall be notified in advance of the effective date of the change. Coverage levels substantially comparable to those in effect on July 1, 2010, shall be maintained, and shall include the following basic benefits:

	Single	Family
Deductible	\$1,000	\$3,000
Co-Insurance	70/30	70/30
Out-of-Pocket Maximum	\$3,000	\$9,000
Office Visit Co-Pay	\$25/visit	\$25/visit
Emergency Room Co-Pay	\$200/visit	\$200/visit

Prescription Drug Coverage:

	Single	Family
Deductible	\$100	\$200
Generic Co-Pay	\$8/prescription	\$8/prescription
Name Brand Co-Pay	\$35/prescription	\$35/prescription
Out of Formulary Co-Pay	\$50/prescription	\$50/prescription

Notwithstanding the above employee liabilities, the Employer shall reimburse employees up to \$2,000 per year per covered person for incurred medical deductibles, co-payments, prescription drug deductibles and co-payments. Employees may use up to \$250 per year per covered person of the \$2,000 medical reimbursement for covered dental and vision services.

8.02 LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT ("AD&D") INSURANCE

The Employer shall provide, at no cost to each employee, coverage in an amount not less than \$25,000 per employee for term life insurance and \$25,000 for AD&D insurance. Employees may purchase additional life insurance coverage at the employee's cost.

8.03 DENTAL INSURANCE

The Employer shall provide employees and their families with dental insurance. Employees shall be responsible for payment of fifteen percent (15%) of either the single or family monthly premium as selected by the employee. The Employer shall have the exclusive right to select the carrier for such insurance without reduction or change in benefits. Covered benefits include no deductible and 100% coverage for preventative care. Basic services are paid at 80% and Major services at 50%. Orthodontic services for children under age 19 to a lifetime maximum of \$1,000. For services other than preventative, single employees are responsible for a \$25 deductible and families are responsible for a \$75 deductible.

8.04 VISION CARE

The Employer shall provide employees and their families with vision insurance. Employees shall be responsible for payment of fifteen percent (15%) of either the single or family monthly premium as selected by the employee. Coverage provisions and co-pays shall be according to the VSP preferred provider plan.

8.05 LONG TERM DISABILITY INSURANCE

The Employer shall provide employees with long term disability insurance which provides benefits of up to sixty percent (60%) of monthly earnings with a cap of \$6,000.00.

8.06 PRE-TAX REIMBURSEMENT ACCOUNT

All employees eligible to participate in the insurance programs may participate in the Employer's flexible spending plan, which under IRS regulations, allows employees to pay for health care and dependent care from pre-tax dollars.

Article 9 INSERVICE TRAINING

9.01 SCHEDULING AND PAY

Sergeants shall participate in in-service training as required by Iowa law and any additional training required by the Chief of Police. The Employer will make every effort to schedule additional training during the employee's regular work schedule. The Employer will reimburse employees for out-of-pocket expenses related to in-service trainings or other trainings approved in writing by the Chief of Police if the employee provides documented proof of the expense. Meals and lodging related to in-service and additional training shall be reimbursed pursuant to the North Liberty Police Department Standard Operating Procedures.

Article 10 WAGES

10.01 WAGE RATES

Employees shall be compensated on a salary basis paid in equal installments on each payday throughout the year pursuant to the schedule set forth in Exhibit A.

10.02 PAY PERIOD AND PAY DAY

Employees will be paid by direct deposit twelve times per year by the fifth day of the month for hours worked the previous pay period. In the event pay day is a Saturday, Sunday, or holiday, employees will be paid on the last weekday prior.

Article 11 FINALITY AND EFFECT OF AGREEMENT

11.01 EFFECTIVE PERIOD

This agreement shall be effective from **July 1, 2022** and shall be in full force and effect through **June 30, 2025**.

11.02 SIGNATURES AND WITNESSES

In witness thereof, the parties have caused this contract to be executed by their duly authorized representatives this ____ day of _____, 2022.

EMPLOYER:

NORTH LIBERTY, IOWA

Mayor

Ryan Heiar, City Administrator

Holly A. Corkery, City Chief Negotiator

ASSOCIATION:

NORTH LIBERTY SERGEANTS' ASSOCIATION

Employee Representative

Employee Representative

Business Representative

EXHIBIT A – SERGEANT SALARIES

Wages shall be set with the following percentages of the highest step of the North Liberty Police Officers' Union contract:

Title	Step 1 Start	Step 2 After 1 year of service as a sergeant	Step 3 After 2 years of service as a sergeant	Step 4 After 3 years of service as a sergeant	Step 5 After 4 years of service as a sergeant	Step 6 After 8 years of service as a sergeant
Sergeant	111%	113%	115%	117%	119%	122%

All step increases shall occur on July 1 of the fiscal year following the employee's anniversary date.

Resolution No. 2022-52

**A RESOLUTION APPROVING THE COLLECTIVE
BARGAINING AGREEMENT BETWEEN THE CITY OF
NORTH LIBERTY AND NORTH LIBERTY SERGEANTS'
ASSOCIATION FOR THE PERIOD OF JULY 1, 2022
THROUGH JUNE 30, 2025**

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

WHEREAS, the City of North Liberty, Iowa participated in collective bargaining with the North Liberty Sergeants' Association;

WHEREAS, the negotiated outcomes are included in the attached Collective Bargaining Agreement.

NOW, THEREFORE, BE IT RESOLVED that the terms of the agreement, attached hereto as Exhibit A, between the City of North Liberty, Iowa, and the North Liberty Sergeants' Association, are hereby approved and that the Mayor and City Administrator are hereby authorized to execute the agreement attached hereto as Exhibit A.

APPROVED AND ADOPTED this 14th day of June, 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



Board & Commission Appointments

Board and Commission Appointments for June 14, 2022 City Council Agenda

Planning and Zoning Commission (3 positions)

Gender Balance of appointments: F- 4; M- 3 (7-member board)

1. Jason Heisler(i)
2. Josey Bathke (i)
3. Sheila Geneser

Board of Adjustment (1 position)

Gender Balance of appointments: F- 2; M- 3 (5-member board)

1. Janet Norton (i)

Parks & Recreation Commission (2 positions)

Gender Balance of appointments: F- 4; M-3 (7-member board)

1. Jeremy Parrish (i)
2. Jamie Gade

Tree/Stormwater (2 positions)

Gender Balance of appointments: F- 2; M- 3 (5-member board)

1. Darice Baxter (i)
2. Mike Burrill (i)

Library Board (2 positions)

Gender Balance of appointments: F- 3; M- 2 (6-member board)

1. Scott Clemons (i)
2. Lindsay Bland

Communications Advisory (1 position)

Gender Balance of appointments: F- 3; M- 2 (5-member board)

1. Amy Yotty

Cemetery Board (1 position)

Gender Balance of appointments: F- 1; M- 2 (3-member board)

1. Nicole Tscharner

Board of Appeals (4 positions)

Gender Balance of appointments: F- 0; M- 1 (5-member board)

1. Trishul Dahya
2. Julie Hajek



Dubuque Street Project

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT is made and entered into by and between MCBALLARD, L.L.C., an Iowa limited liability company (the "Owner") and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation (the "City").

IT IS HEREBY AGREED as follows:

For the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, the Owner hereby grants and conveys to the City a temporary construction easement for the public purpose of grading, removing concrete, filling, excavating and taking such other steps as shall be necessary for the removal of concrete and landscaping the area described upon Exhibit "A", attached hereto and by this reference made a part hereof (the "Easement Area"), as well as a right-of-way with right of ingress and egress from the public street to the Easement Area.

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

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

This Temporary Construction Easement shall be effective as of the date hereof and shall extend so long as the work referenced above shall be continuing, provided, however, that no event shall this Temporary Construction Easement extend beyond December 31, 2022.

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

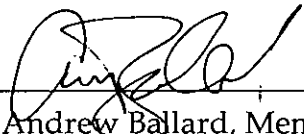
The Owner reserves the right to use said Easement Area for purposes which will not interfere with the City's full enjoyment of its rights hereby granted and its engaging in the construction herein contemplated. During the term of this Temporary Construction Easement, the Owner shall not erect or construct any building, fence or other structure, plant any trees, drill or operate any well or construct any reservoirs or other obstructions on said Easement Area, or diminish or substantially add to the ground cover upon said Easement Area.

The Owner hereby covenants with the City that it is lawfully seized and possessed of the real estate described upon Exhibit "A" and that it has good and lawful right to grant this easement upon the terms and conditions herein contained.

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

MCBALLARD, L.L.C.

CITY OF NORTH LIBERTY, IOWA

By: 
Andrew Ballard, Member and
Manager

By: _____
Chris Hoffman, Mayor

"OWNER"

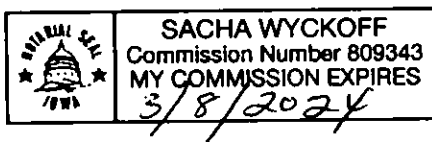
Attest: _____
Tracey Mulcahey, City Clerk

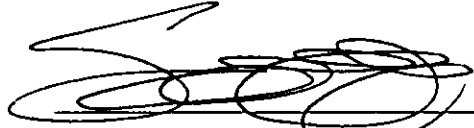
"CITY"

STATE OF IOWA)
)
COUNTY OF JOHNSON)

SS:

This instrument was acknowledged before me on June 1st, 2022 by
ANDREW BALLARD as member and manager of MCBALLARD, L.L.C.





Notary Public in and for the State of Iowa

STATE OF IOWA)
)
COUNTY OF JOHNSON)

SS:

On _____, 2022, before me, the undersigned, 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 instrument was signed and sealed on behalf of the municipal corporation; and that
Chris Hoffman and Tracey Mulcahey acknowledged the execution of the instrument as
the voluntary act and deed of said City.

Notary Public in and for the State of Iowa

EXHIBIT "A"

A temporary construction easement on the Northern 34 feet of the Eastern 100 feet of Lot 2, Block 4, Original Town of North Liberty, Iowa, and also on the Southern 27 feet of the Eastern 21 feet of said Lot 2, and also on the Northern 9 feet of Lot 1, Block 4, Original Town of North Liberty, Iowa, as depicted in Plat Book 54, Page 189, in the Office of the Johnson County Recorder.

Resolution No. 2022-53

**A RESOLUTION APPROVING THE TEMPORARY
CONSTRUCTION EASEMENT AGREEMENT BETWEEN
MCBALLARD, L.L.C. AND THE CITY OF NORTH LIBERTY**

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

WHEREAS, the City of North Liberty is constructing the Dubuque Street Project adjacent to property owned by McBallard, L.L.C.;

WHEREAS, a temporary easement is necessary for this project;

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

NOW, THEREFORE, BE IT RESOLVED that that the attached agreement between the City of North Liberty and McBallard, L.L.C. is approved for the Dubuque Street Project, North Liberty, Iowa.

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

APPROVED AND ADOPTED this 14th day of June, 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



Forevergreen Road Project

**IOWA DEPARTMENT OF TRANSPORTATION
Addendum to
Agreement No. 2021-17-042**

County	Johnson
City	North Liberty
Project No.	IM-380-6(319)2--13-52
Iowa DOT	
Addendum No.	2021-17-042A
Staff Action No.	

This Addendum, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and the city of North Liberty, Iowa, a Local Public Agency, hereafter designated the "LPA" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 and 761 Iowa Administrative Code Chapter 150 as applicable;

The DOT proposes to establish or make improvements to Interstate 380 within Johnson County, Iowa; and

The DOT and the LPA are willing to jointly participate in said project, in the manner hereinafter provided; and

The DOT and the LPA previously entered into the following agreement(s) for the above referenced project: Agreement No. 2021-17-042 for preconstruction was executed by the DOT and LPA on March 1, 2021, and February 23, 2021, respectively; and

Subsequent to execution of the above referenced Agreement the LPA requested clarification for the installation of lighting located at ramp terminals.

This Addendum reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Now, therefore, it is agreed as follows:

1. Lighting located at ramp terminal intersections shall be installed by the DOT. The DOT will accept ownership and costs for future energy and maintenance costs for this lighting.

General Provisions

1. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment or revision to the DOT. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.
2. The LPA will comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code Chapter 216. No person will, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.

December 2010

3. It is the intent of both (all) parties that no third party beneficiaries be created by this Addendum.
4. If any section, provision, or part of this Addendum shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Addendum as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Addendum cannot be fulfilled.
5. All previously executed agreement(s) and or addendum(s) will remain in effect except as amended herein.
6. This Addendum may be executed in (two) counterparts, each of which so executed will be deemed to be an original.
7. This Addendum, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

December 2010

IN WITNESS WHEREOF, each of the parties hereto has executed Addendum No. 2021-17-042A as of the date shown opposite its signature below.

CITY OF NORTH LIBERTY:

By: _____ Date _____, 20____.
Title: Mayor

I, _____, certify that I am the Clerk of the City, and that
, who signed said Addendum for and on behalf of the City was duly authorized to execute the same on
the ____ day of _____, 20____.

Signed: _____
City Clerk of North Liberty, Iowa.

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20____.
James R. Schnoebelen, P.E.
District Engineer
District 6

Resolution No. 2022-54

**A RESOLUTION APPROVING THE ADDENDUM TO
AGREEMENT NO. 2021-17-042 FOR A PRIMARY ROAD
PROJECT BETWEEN THE IOWA DEPARTMENT OF
TRANSPORTATION AND THE CITY OF NORTH LIBERTY
(IOWA DOT AGREEMENT NO: 2021-17-042)**

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

WHEREAS, the City of North Liberty has partnered with the IDOT on this project in the past;

WHEREAS, the City of North Liberty desires to continue the partnership for this portion of the Road Project relating to traffic signals at the Forevergreen Road interchange;

WHEREAS, it is the parties' desire to agree and establish, in writing, their understanding concerning the amended agreement for this project.

NOW, THEREFORE, BE IT RESOLVED that that the attached addendum to the agreement between the City of North Liberty and IDOT is approved for the Primary Road Project IM-380-6(309)2-13-52 for Agreement number 2021-17-042.

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

APPROVED AND ADOPTED this 14th day of June, 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



2022 Goal Setting Report



2022 GOAL SETTING & ACCOMPLISHMENTS

CITY OF NORTH LIBERTY, IOWA

FACILITATED BY ELIZABETH HANSEN
PRESIDENT
MIDWEST MUNICIPAL CONSULTING



CITY HALL
3 QUAIL CREEK CIRCLE
NORTH LIBERTY, IOWA 52317
(319) 626-5700

DEPARTMENT HEADS

City Administrator Ryan Heiar

Assistant City Administrator Tracey Mulcahey

Building Official Tom Palmer

City Attorney Grant Lientz

Communications Director Nick Bergus

Fire Chief Brian Platz

Human Resources Director Debra Hilton

Library Director Jennie Garner

Parks, Buildings & Grounds Director Guy Goldsmith

Planning Director Ryan Rusnak

Police Chief Diane Venenga

Recreation Director Shelly Simpson

Streets Superintendent Michael Pentecost

Waste Water Superintendent Drew Lammers

Water Superintendent Greg Metternich

ELECTED OFFICIALS

Mayor Chris Hoffman

Councilor Ashley Bermel

Councilor RaQuishia Harrington

Councilor Erik Sittig

Councilor Brent Smith

Councilor Brian Wayson



Contents

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18	2020-2022 PLAN
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Goal Setting Work Sessions

The City of North Liberty contracted with Midwest Municipal Consulting, LLC (MMC) of Ankeny, Iowa for goal setting facilitation. MMC agreed to coordinate a process that involved the following steps:

- 1. Solicit recent accomplishments, issues/trends/concerns, potential new initiatives/programs/policies, and suggestions to improve organizational effectiveness from City management staff;
- 2. Conduct a preliminary session with Department Heads;
- 3. Conduct a goal-setting session with Elected Officials; and
- 4. Prepare a final report.

City Elected Officials held a goal setting work session facilitated by MMC President Elizabeth Hansen on Wednesday, March 23, 2022. In attendance and participating at this meeting were Mayor Chris Hoffman and City Council Members Ashley Bermel, RaQuishia Harrington, Erek Sittig,

Brent Smith, and Brian Wayson. Also in attendance and participating in this session was City Administrator Ryan Heiar.

Prior to the council’s goal setting session, a preliminary session with Department Heads was held on Wednesday, February, 23, 2022. In attendance and participating in this session were City Administrator Ryan Heiar, Assistant City Administrator Tracey Mulcahey, Building Official Tom Palmer, City Attorney Grant Lientz, Communications Director Nick Bergus, Fire Chief Brian Platz, Human Resources Director Debra Hilton, Library Director Jennie Garner, Parks, Buildings & Grounds Director Guy Goldsmith, Planning Director Ryan Rusnak, Police Chief Diane Venenga, Recreation Director Shelly Simpson, Streets Superintendent Michael Pentecost, Waste Water Superintendent Drew Lammers, Water Superintendent Greg Metternich.

This document was adopted by the North Liberty City Council via resolution on June 14, 2022.



introduction



In the heart of the greater Iowa City/Cedar Rapids region, North Liberty is a thriving, young community; a family-friendly small town but with easy access to big-city amenities.

NORTH LIBERTY IS A PLACE WHERE WE PLAY, AS HOME TO SWEEPING SUNSETS OVER BACKYARDS AND OPEN FIELDS, ICE CREAM ON THE WAY HOME FROM BASEBALL AFTER SCHOOL, MILES OF TRAILS AND ACRES OF PARKS.



WE GROW, WITH NEW SCHOOLS AND NEW RESIDENTS, FROM TODDLERS TO TEENAGERS.

1913 99 20,479

YEAR TOWN INCORPORATED

FULL TIME CITY EMPLOYEES

POPULATION, 2020 CENSUS

WE WORK, AT THE HEADQUARTERS OF LOCAL MEDIA, REGIONAL FINANCIAL AND NATIONAL TRANSPORTATION COMPANIES OR WITH SOLAR ENERGY AND TECH STARTUPS AND ENTREPRENEURS GETTING THEIR BIG IDEAS OFF THE GROUND.



AND WE KID, WITH GREAT SCHOOLS, RECREATION AND LIBRARY PROGRAMS AND WITH EACH OTHER AT WORK, SCHOOL AND ON THE LOCAL RESTAURANT PATIO.

ACCOMPLISHMENTS

This section lists City accomplishments from calendar years 2020, 2021 & part of 2022, as identified by Elected Officials and Department Heads.

SARS-CoV-2 PANDEMIC RESPONSE

Played a part in the greater community's Project Better Together and Mask of Wellness initiatives, as well as other Johnson County Public Health coordinated efforts.

Overcame pandemic challenges – both positive and negative – to keep operations and facilities safe and open to the public.

Developed essential department operations and staffing plans for use during critical times and emergencies.

Established COVID-19 protocols, keeping public safe during pandemic by informing and continuous education and resource sharing.

Identified innovative opportunities to offer a variety of City-led/sponsored activities for community involvement in cultural and recreational programs, engagement, and enjoyable events during the height of the pandemic.

Worked with Yellow Cab's health safety measures to allow the North Liberty Transportation Assistance Program to continue with no interruption.

Library programming continued online during the pandemic and moved slowly and safely back to in-person programming and browsing in 2021.

Held four vaccine clinics in March and April 2021, with targeted outreach to persons with barriers to access, including transportation, internet, and language. Vaccine appointments were made available to staff & their families.

Set up a NEST classroom at the Library to assist students and families with academic achievement, mental health, and emotional wellbeing.

Library and recreation staff teamed up with teachers who developed curricula to safely implement and host an educational program at the community center offering emergency childcare to city staff and area emergency medical personnel and healthcare workers.

Postponed water shut-offs with a new policy created during the first part of the pandemic. Assisted customers with options to pay past due balances.

Management team held 73 virtual COVID-19 internal response meetings from March 2020 to June 2021.



ACCOMPLISHMENTS

NEW COMMUNITY AMENITIES, CAPITAL PROJECTS AND ASSETS

Completed updates to Ranshaw House, including painting the exterior, refurbishing the interior trim and baseboards, grading and seeding the property, and adding a parking lot and accessible entrance.

Designed the new City Hall, which will be relocated from Quail Creek Circle to the Civic Campus on East Cherry Street. It will bring the Administration, Legal, Building, Information Technology, Planning, and Communications departments together under one roof.

Implemented an alternative and cost-effective transit option – the North Liberty Transportation Assistance Program – to fill a gap for residents.

Added trail segments on Kansas Avenue, West Zeller Street, and East Penn Street to allow for contiguous trailways.

Completed Red Fern Dog Park, including grading/seeding, adding fencing, parking, benches, shelters, and trash receptacles. Designed and welded new signage kiosks, which will be installed soon.

Brought several new housing developments online, with a variety of housing types.

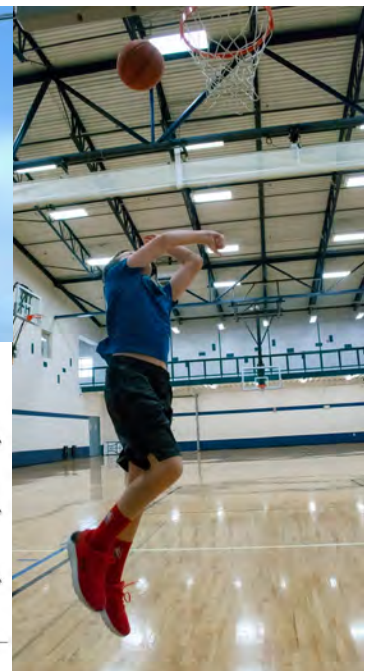
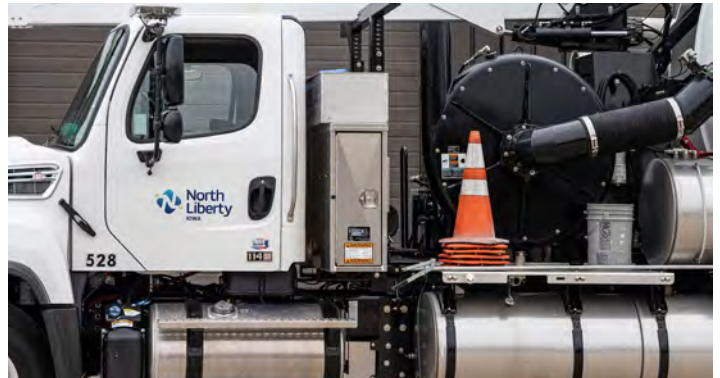
Installed a concrete border around the playgrounds at Fox Run Park and Penn Meadows Park, with an ADA ramp and trail.

Finished construction and furnished the new Police Station, the first phase of the Civic Campus.

Resurfaced Penn Meadows tennis courts & converted two courts to six outdoor pickleball courts.

Completed the Centennial Park loop road and the tot lot playground.

Improved Ranshaw Way with full build-out from Penn Street to Hawkeye Drive, including widening to four lanes, curb & gutter upgrades, trails, lighting, and landscaping. Pedestrian tunnels with benches, aesthetic lighting, and landscaping were added near Quail Creek Circle and West Cherry Street (in progress).



This section lists City accomplishments from calendar years 2020, 2021 & part of 2022, as identified by Elected Officials and Department Heads.

NEW COMMUNITY AMENITIES, CAPITAL PROJECTS AND ASSETS



Completed the legal land acquisitions for the Dubuque Street redesign project, which will help define and give placemaking character to the downtown area. The design has been drafted, which includes the intersection of Dubuque, Cherry, and Front streets, and the utilities are currently being relocated.

Constructed new City water and sewer trunk lines to the Southwest Growth Utilities Project, adding 530 acres of serviced area to North Liberty and the Jasper Avenue lift station.

Improved Saint Andrews Drive, including full build-out from South Jones Boulevard to South Kansas Avenue, with one new roundabout at South Alexander Way, curb and gutter, a bicycle fix-it station, landscaping, and a trail and sidewalk.

Added a new quick attack fire truck which is versatile and can off road. Replaced the large pumper/tanker fire truck with two smaller trucks, one pumper and one tanker, which made the Fire Department fleet more practical.

Annexed several sections: the Bowman Property, east of Kansas Avenue and north of Forevergreen Road; CMW Properties, south of Dubuque Street and east of North Liberty Road; Quarter Moon Farms, west of North Jones Boulevard and north of West Penn Street; Scanlon Family & Penn Township, North Liberty Road and Oak Lane; and the Colony Pumpkin Patch, east of South Front Street.



ACCOMPLISHMENTS

OUTREACH AND INVOLVEMENT



Worked side-by-side with local, County, and State resources in the aftermath of the August 2020 Derecho storm event to provide help to our community in recovery from major business and residential damage.

Launched the Library Community Engagement Series, which includes Lighthouse in the Library.

Library created three ongoing podcast series: Love, Light and Lit; Last Tuesday Book Talks; and Next Reads.

Continued law enforcement engagement with local schools.

Offered public tours of the old and new Police Station facilities.

Provided a Field-to-Family Online Farmers Market pickup location.

Produced I Remember When stories on social injustice.

Supported mobile home park tenants navigating hardships.

Collected post-Derecho wood and contracted out the wood chipping, which became free mulch for public pickup.

Actively engaged with residents of all backgrounds in all neighborhoods by implementing the Neighborhood Ambassador program.

Held four online and two outdoor in-person Listening Posts on Social Justice & Racial Equity for residents with management staff and elected officials.

Discontinued overdue Library fines to remove barriers to library use and services.

Created the Summer Slate in 2021 and City Slate for 2022, a series of free events through multi-departmental collaboration, led by a Communications initiative.



This section lists City accomplishments from calendar years 2020, 2021 & part of 2022, as identified by Elected Officials and Department Heads.

OUTREACH AND INVOLVEMENT



Held two virtual Blues & BBQ Festivals in 2020, returning in person for 2022.

Continued countywide collaboration with other law enforcement agencies on joint initiatives, including Crisis Intervention Team, Guidelink Center opening, Bomb Team, drone program, tactical calls, dive team, and K-9 training.

Established the Traffic Controls Committee process, which reviews requests about traffic control measures.

Provided opportunities to enhance trust in public safety agencies by offering additional public training events.

Held Spring Cleanup Days, facilitating a fall cleanup voucher program to replace 2020's Day.

Reworked the Pet Licensing process and data collection to make it easier for residents to apply and renew. Applications went from approximately 200 pet licenses to over 600 only four months into 2022.

Produced programming for Welcoming Week and were awarded support and funding to Welcoming America's Rural Welcoming Initiative.

Produced about 20 videos highlighting local social service agencies.

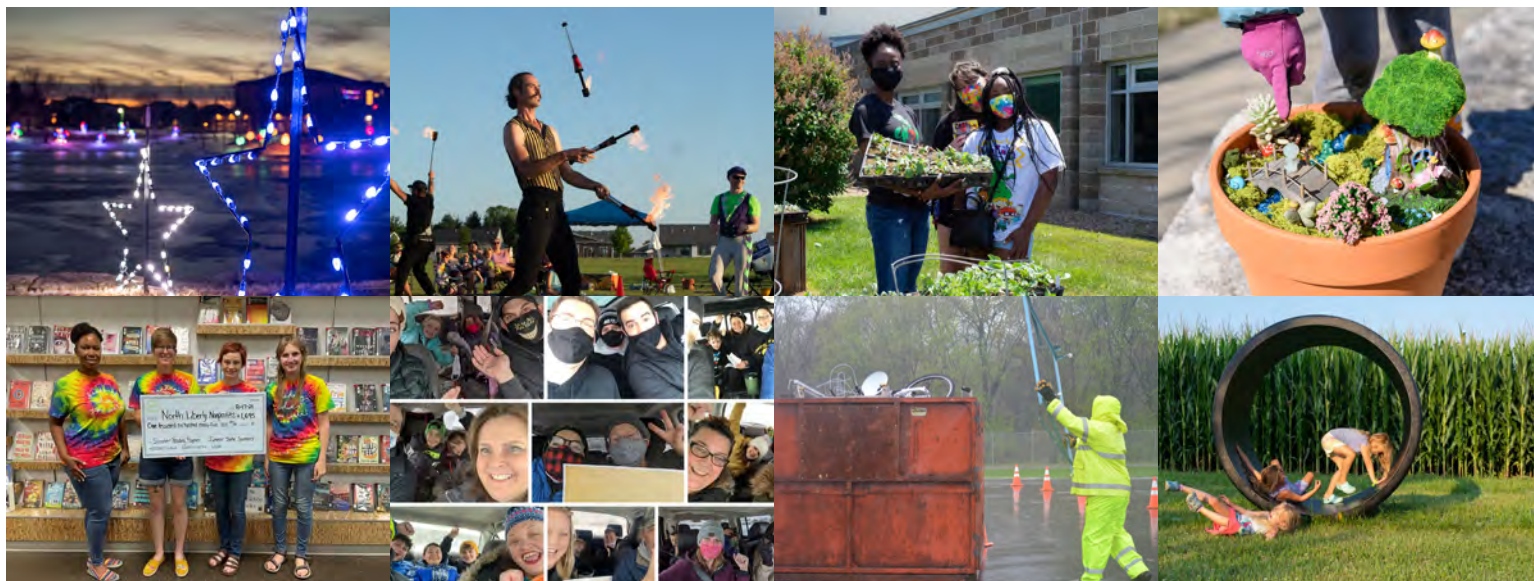
Participated in Solarize Johnson County.

Used best practices to create the rules for the Dog Park. Created the Red Fern Dog Park application and annual pass issuance process for residents and non-residents.

Hosted virtual infrastructure and capital improvements open houses, with recordings available online.

Began the embody | embrace annual celebration, to highlight the contributions of all residents and lift underrepresented cultures.

Held three Beat the Bitter festivals.



ACCOMPLISHMENTS

MAINTENANCE, IMPROVEMENT, AND BEAUTIFICATION

Replaced Aquatic Center pool water heaters with new units.

Replaced the underwater lights in outdoor pool.

Replaced Dectron Dehumidification Unit with new Innovent Unit at the Aquatic Center.

Painted the interior of the Community Center and both the indoor and outdoor pools.

Tuckpointed and repainted the Community Center exterior.

Resurfaced Community Center parking lot.

Replaced Community Center roof, including new gas lines and snow rails (in progress).

Replaced Community Center's aging sprinkler and paging systems.

Replaced the Fire Station garage doors and entry signage.

Resingled Fire Station after Derecho & hail damage; replaced south fence and reinstalled solar panels.

Updated City's collateral materials to match new branding.

Replaced and refurbished the membrane cassettes at the Water Pollution Control Plant, with multi-year budgeting.

Adopted changes to require the A.Y. McDonald locking water meter valve in new builds.

Replaced all the older City fire hydrants.

Performed repair work on the interior of Water Tower #3.

Moved bulk water fill station from Public Works Campus to Public Works Storage Area.

Drained, cleaned, and inspected a 750,000 gallon ground water storage tank.

Upgraded the Membrane Bio-Reactor building's heating, ventilation, and air conditioning (HVAC) system.

Cleaned all lift station valve pits (confined space entries).

Added landscaping at West Penn lift station.

Regraded and rock covered two large storm drains at the Water Pollution Control Plant.

Rehabilitated aging and deteriorating manholes.

Completed the Sewer Main Preservation Pilot Project at West Lake and Progress Park lift stations, which involved lining the 24" sewer main with a repairing and protective coating.

Added permanent traffic lights at new I-380 overpass at Forevergreen Road.

Completed the Muddy Creek Stabilization project and clean-out of Beaver Creek, which included excavation and addition of rip-rap, erosion stone.

Cleaned out weeds and other maintenance of bio cells at Centennial Park, Penn Meadows, and Ranshaw Way.

Regraded and replaced a section of Forevergreen Road trail west of Keystone Place to keep from flooding.

Replaced hail damaged roofs at Penn Meadows Park.

Replaced a foot bridge at Beaver Creek Park.

Added ten new trash receptacles along North Liberty trail.

Added and maintained landscaping projects throughout the City.

Explored options and purchased equipment for turf establishment at Red Fern Dog Park.

Assembled an ice rink at Penn Meadows.

Added new outdoor winter holiday lights and displays around City.

Added a secure entryway and security glass to City Hall lobby.

This section lists City accomplishments from calendar years 2020, 2021 & part of 2022, as identified by Elected Officials and Department Heads.

MAINTENANCE, IMPROVEMENT, AND BEAUTIFICATION



ACCOMPLISHMENTS

TECHNOLOGICAL AND DATA COLLECTION ADVANCEMENTS

Installed new LED lighting fixtures or replaced existing bulbs with LED, including 34 light poles and 45 Community Center parking lot lights, Penn Meadows tennis court parking lot, and along all trails.

Added a Geographic Information System (GIS) mapping tool for our water and sewer network (storm sewer pending); now using GIS to track utility maintenance.

Transitioned staff to New World financial software and completed data transfer and portal setup.

Updated the 20-year-old water meter reading equipment.

Implemented a contact card form for police-initiated contact to track demographics, police actions, citations, arrest, and reason for the action; this is GPS-tracked and with the calls-for-service.

Received National Incident Reporting System (NIBRS) certification. Using the I-Crime and Community Mapping location and report type data.

Installed a new fire station alerting system.



Upgraded equipment in Council Chambers to high-definition and transitioned old equipment to Fire Department training room.

Negotiated a third-party contract to review and analyze two years of police-initiated contact data.

Coordinated the purchasing and housing of a drone, with Fire and Police access; drones and their footage are used on suicidal, missing, and individuals evading arrest.

Kept the temporary signals at the South Jones Boulevard and West Forevergreen Road intersection to assess traffic patterns for potential permanent signals.

Added network storage and off-site redundancy, including additional storage for the shared media archive.

Added a security system with cameras to the Public Works Storage Area.

Implemented recommended information technology improvements outlined in the cybersecurity audit.

This section lists City accomplishments from calendar years 2020, 2021 & part of 2022, as identified by Elected Officials and Department Heads.

ECONOMIC DEVELOPMENT

Obtained Housing Rehabilitation Grant Funding.
Partnered with the East Central Iowa Council of Governments to facilitate the public application and granting process.

Negotiated a forgivable loan for Moxie Solar expansion project.

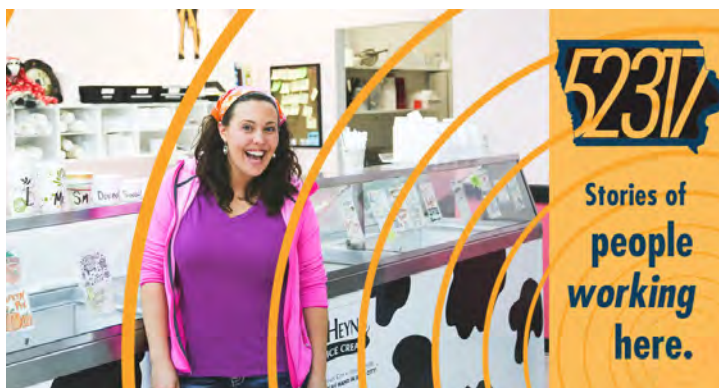
Negotiated a Tax Increment Financing Agreement with Diamond Dreams for their new location.

Established a shared ground lease with South Slope for utility and tech network improvements.

Attracted new businesses to the area and further business investment in North Liberty.

Created 30 podcasts - called 52317 - highlighting local businesses.

The Southwest Growth Utilities Project added 530 acres of serviceable area for new development, setting the table for the new Steindler Orthopedic and Mercy Hospital project, the University of Iowa Hospital, and other development along Forevergreen Road.



ACCOMPLISHMENTS

NEW OR UPDATED POLICIES, OPERATIONS, AND PLANS

Created Master Plan for Dubuque, Cherry, and Front Streets.

Developed a plan to promote a mixture of housing options.

Passed a Franchise Fee for more money to build parks.

Budgeted for the loss of the State's backfill funding.

Restructured the membrane replacement plan – allowed significant upfront and long-term cost savings.

Emerged financially healthy – and with staff intact – after a pandemic, hailstorm, and derecho.

Maintained a healthy financial reserve and long-term financial goals, best practices for financial transparency, and our AA2 Moody's Bond Rating.

Expanded Library hours for early access to a total of 67 hours open.

Began the City Comprehensive Plan redesign project.

Identified long term capital needs for expansion of fire and police services to better serve the community and have an efficient work environment.

Finalized a new logo and branding standards guide.

Updated the Personnel Policy Manual.

Updated the Zoning Code.

Created a Standby Policy for snowplow drivers which sets employee and supervisor expectations and provides just compensation.

Updated several policies. Already-in-place was Use of Force, Bias/Profiling, Personal Conduct, and dept training, so those were shared.

Shared use of force demographics, police actions and injury reports in year-end report; will continue to add additional information each year for more transparency.

Reduced fire turnout times and response times.

Adopted a Hate Crime Ordinance.

Added Yellow Transport to North Liberty Transportation Assistance Program for added accessibility.

Updated job descriptions.

Created an Agricultural Experience land use designation and regulations in the zoning code, which helped facilitate annexation of the Colony Pumpkin Patch into North Liberty.



This section lists City accomplishments from calendar years 2020, 2021 & part of 2022, as identified by Elected Officials and Department Heads.

WORKPLACE ENVIRONMENT AND STAFF



Hired an Outreach & Equity Coordinator.

Hired an Information Technology Coordinator.

Hired a Fire Department Training Captain.

Management Team has done a great job working together and prioritizing.

Formulated a Grant Writing Committee at the Library and have been successful at raising over \$20,000 (so far).

Communications Department increased event sponsorship over \$140,000.

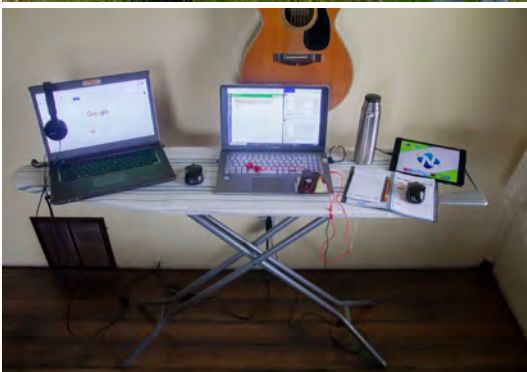


Programming teams in Recreation, Parks, and Library making a concerted effort to work together.

Launched an Inclusion, Diversity, Equality and Accessibility (IDEA) Committee at the Library.

Started having department presentations at the City's Management Team meetings.

Used TargetSolutions to facilitate training on a wide range of safety-related topics.



Managed a new Sergeants Union negotiation under the Police Department.

Negotiated a Four-Year Contract with the Police Officers Union.

Made positive changes in Code Enforcement staff and ways of doing business, becoming much more customer-service focused.

Two Police Officers were trained as ABLE instructors (Active Bystander in Law Enforcement) through Georgetown University; then, they trained the entire department. They added eight hours of Implicit Bias and De-escalation Instruction.

Added a second Investigator focused on property crimes investigations and serves as the point of contact for community outreach programming.

Both Chiefs displayed strong management and leadership skills.

Addressed staff retention, especially in the Police Department.

Updated the Fire Department staffing plan.

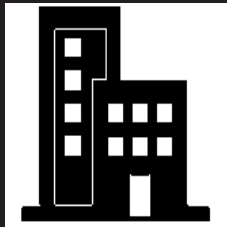


2020-2022 PLAN

This section reviews accomplishments from – and current status of – the previous strategic plan, first crafted and developed in 2020.

priority 1

DETERMINE ROLE IN ECONOMIC DEVELOPMENT



COMPLETED
SUMMER 2022

North Liberty's Economic Development Strategy is outlined on the City's website. The City has also consistently supported the Iowa City Area Development Group (ICAD), the Iowa City UNESCO City of Literature, and the Entrepreneurial Development Center (EDC) of Iowa out of the General Fund and the Iowa City/Coralville Area Convention and Visitors Bureau (dba Think Iowa City) out of the Hotel/Motel Fund. These organizations have the expertise to strategically impact and improve the regional economy through collaboration with administrative staff from North Liberty and surrounding municipalities.

A prosperous city has burgeoning economic capital in the form of modern infrastructure, a quality education system, effective public safety, a variety of common spaces (parks), capacity for growth, and ample commerce that satisfies all the wants and sustains the needs of its residents. This foundation facilitates a high multiplier economic climate where outside money is brought into the city and circulates within. North Liberty already successfully fronts many of these facets. During the strategic planning process, City Council weighed adding an internal role in business development & incubation.

COST

In-house.

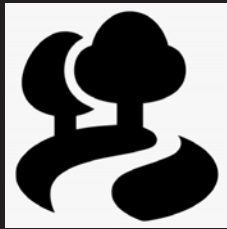
HIGHLIGHTS

Worked with the Iowa City Area Development Group on a draft Economic Development strategy.



2020-2022 PLAN

priority 2 PLAN TO COMPLETE CENTENNIAL PARK



COMPLETED
MAY 2022

Parks are classified using a set national standard, with "Community Parks" being one type; defined as a large park with parking and diverse use subareas, serving the North Liberty community as a whole with a broader purpose than neighborhood parks. According to the National Recreation and Park Association (NRPA) & defined the North Liberty Parks Plan, they range in size from 30 - 50 acres, with the recommended one Community Park per 3 mile radius and 5 acres per 1,000 people, meaning - despite being walkable - most people have to drive to these destination parks. North Liberty has two Community Parks: Penn Meadows Park (40.7 acres) & Centennial Park (40.2 acres). To handle the nature of scarcity - limited resources for limitless wants - cities are required to plan for large, expected expenses in a 5-Year Plan, thereby prioritizing capital improvement projects, but also acknowledging that projects may be bumped for emergency expenses. Between the master plan and 2020, Centennial Park projects have been consistently pushed to future years. Serving as an impetus to complete the park, City Council prioritized it.

ESTIMATED COST OF PROJECTS NOT YET INCLUDED IN A FINAL BUDGET:

Honorarium, gazebo & garden:	\$500,000
Bio Cell Repair (phases 2 and 3):	\$110,000
Shelters (3):	\$250,000

HIGHLIGHTS

City Council approved 5-Year Capital Improvements Plan for FY22, which included funds to complete the road loop & parking for future south side shelters and FY23, which included funds to complete the all-abilities playground. During the May 10, 2022 meeting the Council approved pre-design services for a \$3.5 million Pavilion/Amphitheater, Restrooms, and Splash Pad, effectively launching those amenities into a priority project.



This section reviews accomplishments from – and current status of – the previous strategic plan, first crafted and developed in 2020.

priority 3

UPDATE THE COMPREHENSIVE PLAN



COMPLETED
TBD 2023

A Comprehensive Plan is a planning document that outlines a strategic approach to growth & change – specific to the City for which it is written – and provides the rational foundation for decision-making when it comes to land use and resource distribution. The most recent Comprehensive Plan update was adopted in 2005; however, several micro updates have since been implemented. In addition, other parallel plans – such as the Parks Plan – are not neatly amalgamated into the existing Comprehensive Plan. A new plan would contain practical policies which will promote the physical development of the community in a coordinated, consistent manner and which will be embraced by community decision-makers and subsequently adopted officially.

COST

Consultant: \$118,000 (FY20 Surplus)

HIGHLIGHTS

Began working with RDG Planning & Design (Des Moines) in September 2021. As of May 2022, City staff is currently undertaking the public input phase of the update called “Connected to Tomorrow.”



2020-2022 PLAN

priority 4

PLAN FOR A CIVIC CAMPUS



COMPLETED
FEBRUARY 2022

The concept of a Civic Campus - a clustering of municipal functions in proximate space for the efficient provision of government services - has remained a delayed goal of North Liberty leaders and administrators for some time, as originated in a facilities plan from early 2007. Currently, Administrative, Planning, Building, Legal, and Human Resources employees work in a rental unit two miles from the center of town where the Community Center, Police, and Fire are headquartered along Cherry Street. With the construction of the new Police Station (completed in 2020), an opportunity presented itself - adjacent land - to make progress on the idea and during the 2020 Strategic Planning process, Council solidified it as a priority.

COST

Site Study:	\$ 10,000 (FY21)
Design:	\$ 600,000 (\$300K FY20 Surplus; \$300K FY21 Surplus)
Bond:	\$ 9,000,000 (General Obligation)

HIGHLIGHTS

Council approved an amended design in February 2022 for a \$9.9 million 17,000 square foot facility. Bid letting is anticipated to take place in September 2022.



This section reviews accomplishments from – and current status of – the previous strategic plan, first crafted and developed in 2020.

priority 5

ASSEMBLE A YOUTH COUNCIL



COMPLETED
TBD 2023

Is North Liberty serving the needs of youth? Is North Liberty providing programs & services that match their wants? No better way to find out than to bring those questions directly to young people, providing meaningful opportunities for them to be engaged in civic decision-making and community leadership. A Youth Council is not a new concept; therefore, a well-vetted framework exists. But first, the City needs an internal advocate to assemble and coordinate this effort. This project requires collaboration from multiple City departments to craft a council-appointed working group of youths who will make recommendations to City Council.

COST

In-house.

HIGHLIGHTS

Hired first Outreach & Equity Coordinator in November 2021, who will cultivate the Youth Council as part of their job description.

Steps Towards Equity

The City of North Liberty will step up to examine, acknowledge, and address policies and practices that may have a disproportionate impact on marginalized people to better serve our whole community.

We agree to identify, call out, and eliminate oppression.

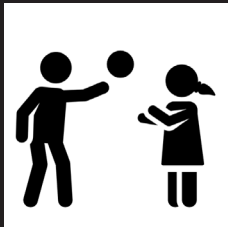
Explain, interpret and provide guidance regarding regulations and codes to residents and property owners.

Provide information concerning nuisance and zoning code enforcement procedures to the general public and conduct public education and outreach.

2020-2022 PLAN

priority 6

CONSIDER A FRANCHISE FEE/TAX FOR PARKS & RECREATION PROJECTS



COMPLETED
MAY 2021

Private utilities, such as gas and electric providers, use the public right-of-way to deliver their energy. The State of Iowa allows municipalities to charge up to 5% on the revenue these providers make in North Liberty. Resulting City funds are used for inspecting and regulating each franchise. Excess funds are limited to specific expenditures, as outlined in Iowa Code (2021) 384.3A.

COST

In-house.

HIGHLIGHTS

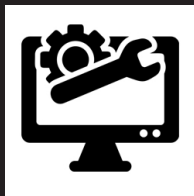
In March 2021, City Council agreed to a 2% Franchise Fee, then voted to adopt an Ordinance - with three readings - establishing the franchise agreements and concurrently voted on a Revenue Purpose Statement, via Resolution, identifying parks and trails projects as those eligible for the use of franchise fee funds. Resulting revenue is deposited in a new General Fund account.



This section reviews accomplishments from – and current status of – the previous strategic plan, first crafted and developed in 2020.

priority 7

ADD AN INFORMATION TECHNOLOGY (IT) PROFESSIONAL & IMPLEMENT SECURITY



COMPLETED
MARCH 2021

In January 2020, the City worked with ProCircular to conduct an IT security assessment of the City's hardware/software, hazard mitigation strategies, and information administration. Vulnerability points were identified and recommendations were given. The scope of the required work exceeded the capabilities of existing staff. City Council determined that it is a priority to hire a new employee with the necessary specialized skill set.

COST

Cybersecurity Investment: \$70,000 (FY20 Surplus)

HIGHLIGHTS

Hired first Information Technology Coordinator in March 2021. This person has already created help desk portal, began formal asset management & software catalogue, drafted Disaster Recovery Plan, added Unknown IP address detection to emails, among many other items. Technology is ever-changing and requires continued evaluation and upgrades, with periodic vulnerability and gap assessments.



2020 REPORT REVIEW

This section lists the status of other ongoing priorities from the 2020-2022 strategic planning work session report.

Cherry Street Master Plan Develop a plan for the Front Street, Dubuque Street, and Cherry Street intersection.	COMPLETE
Departmental Standard Operating Procedures Review SOPs to assure compliance with Human Resource policies and the Personnel Policy Manual.	COMPLETE
Dog Park Continue to work with JCDogPAC partnership.	COMPLETE
Fee structure Update for all departments.	COMPLETE
Fire Marshal Determine when to transition to full-time.	COMPLETE
Human Resources documents Update Personnel Policy Manual & Substance Abuse Policy Manual, job descriptions, and compensation program.	COMPLETE
Police Headquarters Construct facility.	COMPLETE
Ranshaw House	COMPLETE
Assistance programs Consider funding and revenue sources, or increasing the tax levy, in order to add new municipal assistance programs.	MOVED to Management Team's Ongoing
Budgeting New and creative ideas on how to plan with a limited budget which will ultimately achieve our goals and needs.	MOVED to Management Team's Ongoing
City Code Make code amendments where necessary to demystify any City process.	MOVED to Management Team's Ongoing
Community relationship Develop a positive relationship with the community, an increasingly diverse population.	MOVED to Management Team's Ongoing
Development review process Streamline & make more developer-friendly.	MOVED to Management Team's Ongoing
Emerging pollutants Stay engaged with local studies from Universities or IDNR to help develop education (impacts & solutions) and potential regulations. Remain connected & collaborate with local peers.	MOVED to Management Team's Ongoing

Park Plan Plan and budget for equipment and other improvements as outlined.	MOVED to Management Team's Ongoing
Payroll & timekeeping Upgrade system to an electronic version for more efficiency and effective access to records.	MOVED to Management Team's Ongoing
Penn Street bridge Lobby for new bridge and/or improvements.	MOVED to Management Team's Ongoing
Staff development Educate & train employees on new trends and methods of operation.	MOVED to Management Team's Ongoing
Active threat personal protective equipment Purchase fire department protective equipment in anticipation of active threat situations; train with NLPD.	REMAIN
City Boards & Commissions communication Improve and standardize communication between City Boards.	REMAIN
Johnson County Ambulance Service Develop a plan and timeline to collocate a Johnson County Ambulance (JCAS) team into an NLFD station.	REMAIN
Junior high/high school student programming	REMAIN
Placemaking Maximize the work of DeNovo. Incorporate their suggestions into our streetscapes, signage, entries and future planning.	REMAIN
Ranshaw Way (Highway 965) Construction of Phase V and VI.	REMAIN
Second Fire Station Secure land.	REMAIN
Sidewalks & accessibility Inventory network to ensure people can physically get around.	REMAIN
Training facility In partnership with the North Liberty Firefighters Foundation, fund and construct.	REMAIN
Transit Continue investigating options, including exploring opportunities for collaboration with neighboring transit authorities.	REMAIN

ISSUES & OPPORTUNITIES

This section lists issues, concerns, trends, and opportunities that may affect future City services, policies, finances or operations, as identified by Elected Officials and Department Heads.

MEETING PUBLIC DEMANDS

As the population grows, the needs of the public generate heavier demands on staff, equipment, budget, and a higher rate of new service requests.

Department Heads and Elected Officials are concerned with...

- ... lack of formalized **equity and inclusion** efforts citywide.
- ... demands from local schools for **officer presence** at sporting events and to handle threats. Need to understand the expectations of the schools, students, parents, and staff so we can plan to meet it.
- ... combating the **public perception** of police and the impact of the false narrative. Would like to find effective ways to share the many positive stories and interactions.
- ... indoor **recreation space needs**. The current Community Center is at capacity; compounding demand is the fact that we serve as Tiffin and Solon. We need to prioritize programs and usage for North Liberty residents.
- ... timely communication about **COVID-19**; whether to combine all the data, science, and public health messaging into one less-frequent post or share immediately when new information is available.
- ... the number of **new developments and residents** that expand our tax base, but burden an already busy city workforce.
- ... how to supply **affordable housing**, when North Liberty stock tends to have high pricetags.
- ... **commercial and industrial** development trends.
- ... **public safety** coverage, including fire service.
- ... lack of proximate **access to social services**.

ISSUES & OPPORTUNITIES

PHYSICAL & ENVIRONMENTAL

Deterioration of existing amenities and facilities, and the need for additional, functional workspace can limit our potential as a City.

Elected Officials and Department Heads listed the following as current enhancements or additional needs...

... to transportation and utilities.

Passenger rail feasibility is uncertain. The City will need to subsidize ridership to make it affordable to residents.

Continue to expand **transportation** options. Locate the gaps within need-based service, bus services and sidewalks for pedestrians.

Concerns with the Street Department's ability to continue to effectively manage and maintain **multiple infrastructures** with current staffing model and division of labor.

Lift station infrastructure and equipment is aging; Cedar Springs & 230th Street lift stations, in particular.

The waste water **UV disinfection system** is obsolete.

Over time, **hydrogen sulfide** deteriorates the waste water collection system, increasing the maintenance and PM costs.

... to City amenities and facilities.

Public art should be planned for and prioritized.

The Parks Plan is an unfunded plan. As development continues, the need for **more parks** continues. The City should explore adding open space or a park in every development for easy access. That said, it will be difficult to finance these large one-time purchases, along with the increase in maintenance expenses.

The City should add recreation amenities that require no, to very limited, staff supervision, like additional splash pads. Make updates to **outdoor recreation** options (i.e., basketball courts) to decrease the demand on our limited indoor recreation facilities.

Continue our **trail connectivity** efforts.

A new, second **fire station** should include space for a Johnson County Ambulance Service paramedics team, vehicle, and equipment.

The **Community Center** is aging. Consider expanding the current facility or building another to meet demand.

Community space is missing in the **old part of town**.

The current municipal **swimming pool** is in high demand; the community would benefit from another pool.

Staff and residents need a new **City Hall**; however, one concern is that high construction and supply costs will leave the building as a shell of what is truly needed.

Facility improvements and expansions can easily fall behind on our current needs. Some of our facilities are considered essential, so they may get timely improvements; however, **non-essential facilities** seem to operate until the need is very apparent.

This section lists issues, concerns, trends, and opportunities that may affect future City services, policies, finances or operations, as identified by Elected Officials and Department Heads.

STAFFING & WORKFORCE

Responding to the needs of the community involves the continual evolution of staffing plans, realignment of existing job duties, and addition of new positions.

Concerns about staffing needs & quality. The City of North Liberty needs...

- ... more (mandatory) group **training** opportunities for department heads and supervisors.
- ... consistent **onboarding** procedures for new City employees should be in place.
- ... to focus on **staff development** opportunities.
- ... an Employee Assistance Program (**EAP**).
- ... to prepare for the **upcoming negotiations** with the newly-formed Sergeants Union.
- ... manage **mental health and wellbeing** of staff who need crisis intervention services.
- ... to be **more competitive** in the employment market, especially as it relates to the low number of applicants and law enforcement officers leaving for other agencies.
- ... to meet or remain above local starting **minimum wages**.
- ... a fire department **staffing model** that meets current demands.
- ... to prepare for staff **"burn out"** from all departments. City staffing level is light and each employee carries a bigger load compared to cities of similar size.
- ... to maintain staff and programs focused on highlighting **commercial and residential** properties.
- ... additional **crossing guards**, potentially.
- ... to conduct more **succession planning**.

Areas where staffing level is a current, or imminent, issue include...

- ... lack of an **Animal Control Officer**, trained to handle follow-up, injured animals, and abandonment procedures. This would be one person dedicated to the role, instead of multiple people and departments.
- ... lack of a person or investigator in Johnson County's **Cyber Crimes Unit**, including the necessary training, backfilling, and planning for burn out.
- ... **staff shortages** impacting use of school and other off-property locations.
- ... the ability to recruit and retain quality **Police Officers**.
- ... the ability to recruit and retain quality **part-time staff**.
- ... maintaining the number of **volunteers** needed on the Fire Department to run the current call volume. This volunteer pool offsets the need for full-time or part-time staff and equipment at a high cost.
- ... a possible **Fire Chief** burn out from running too many calls.
- ... budgeting for **Parks staff** to maintain the increasing number of trails and sidewalks; the additional surface area for snow and ice removal after each weather event increases City liability.

ISSUES & OPPORTUNITIES

FINANCIAL

Each year, Administrative staff estimates revenues 18 months into the future and balances spending between needs and wants, while moving the City forward.

Flattening revenues include...

- ... the potential for changes to the State's property tax **rollbacks**.
- ... the State's reduction of their property tax **backfill**.
- ... those from the current **storm water fee** structure, which does not cover infrastructure needs.

Increasing expenses include...

- ... steep **inflation**.
- ... anticipated **staffing needs** within the next five years.
- ... budgeting for internal **needs** and community **demands**.
- ... **supply chain** interruptions.
- ... funding (and optimal scheduling) for the **Centennial Park** project.
- ... **equipment** needs & timely replacements.
- ... **facility** needs & improvements.
- ... staff **health insurance** and other benefits.

TECHNOLOGY & INNOVATION

Keeping on the forefront of new ideas and programs keeps the City from settling into status quo processes or archaic and outdated technology.

Identify and adopt a **secure cloud storage solution** for large data evidence downloads, a separate back-up to view the data, and a way to transfer it to the County Attorney's Office and Defense Attorney.

Adopt a paperless internal **documents manager** for sign-off, approvals, and secure Human Resources files, with a portal that a supervisor could search for and view documents.

Produce **energy efficiency standards** and measures for reduction.

Continue finding innovative ways to **communicate** all aspects of City government to the community, outside of the Communication Department's excellent existing online presence. Identify gaps in communication, translation of materials, etc.

This section lists issues, concerns, trends, and opportunities that may affect future City services, policies, finances or operations, as identified by Elected Officials and Department Heads.

PLANNING, POLICY & LAW

Planning ahead for change allows us to properly budget and save, be nimble when emergencies arise, and craft the City landscape to be valuable in perpetuity.

Department Heads and Elected Officials feel the City needs to be more proactive and plan for...

... **infectious disease response** and continuing COVID-19 issues, which include lingering sick policies. Prepare for a future pandemic's changing public health recommendations - which stem from advances in science, studies, economic pressures - in an effort to gain predictability and consistency for City staff and residents. Plan better for enforcement of mandates.

... **economic development**. The City needs to prioritize diversifying the tax base.

... the **Forevergreen Road corridor**. North Liberty has quickly become healthcare hub with the addition of the University of Iowa Hospital and the Steindler Orthopedic/Mercy Hospital facility. The City needs to capitalize on that momentum to recruit businesses that will fill the proximate needs of the resulting influx of staff and visitors.

... opportunities that arise from the **Cherry Street** build-out, including partnerships with Moxie Solar and others.

... **diversity, equity, and inclusion**.

... opportunities for neighborhoods to connect through the **Neighborhood Ambassador** program.

... the cultivation of a diverse pool of **skilled workers** and stakeholder partnerships (e.g., an ambassador program).

... **professional development** through staff-facilitated work sessions, training sessions, and innovative project presentations from neighboring communities.

... the expansion of existing **collaborations** with neighboring municipalities to provide high quality services at lower cost.

2022-2024 PRIORITIES

This section lists new and ongoing strategic initiatives during calendar years 2022, 2023, and part of 2024, as decided by elected officials (E) and management staff (S).

ONGOING CITY PRIORITIES

Construct **Ranshaw Way** (HWY 965) Phase V and VI.

Investigate **transit** options, including opportunities for collaboration with Coralville, Iowa City, University of Iowa, and Johnson County.

Inventory sidewalks and **accessibility** of network to ensure people can physically get around.

Develop additional programming for junior high and high school **students**.

Improve communication between City **Boards and Commissions**, with consistency.

Secure **land** for a second Fire Station.

Fund and construct the **fire training facility**, in partnership with the North Liberty Firefighters Foundation.

Develop a plan to add dedicated space and bay for a Johnson County **Ambulance** Service (JCAS) vehicle and team to an NLFD Fire Station.

Purchase protective equipment for **active threat incidents** for North Liberty Fire Department staff, with training and direction from North Liberty Police Department.

Maximize the work of DeNovo and incorporate their suggestions into our streetscapes, signage, entries, and future **planning** to create that one thing North Liberty can call its own and that folks will travel here to see/experience/enjoy.

Update the **comprehensive plan** with the inclusion of the Community Identity and Visioning Project, 2020 Census data, and referencing various plans of the City.

Determine City's role in **economic development**, considering a new Economic Development Department, a business retention task force, a developmental strategic plan to designate spaces, and efforts to recruit non-utility-intense manufacturing.

Implement a **youth council**.

Establish a program to **educate and engage** the community with the North Liberty Police & Fire Departments, such as ridealongs, academies, and open houses.

Identify non-monetary ways to attract more Police Department **applicants** and retain current employees, working with the Police Union.

Explore mobile app for Police Officer **wellness**.

Hire or transfer the right person to the **Cyber Crimes Unit**. Have a plan for burn out, training, a shorter time span of commitment, and an exit plan if we get short on patrol.

Assure the Iowa City Area Business Partnership is **focused** on North Liberty.

Assign timelines and staff to **comprehensive plan** items to ensure completion, with regular updates to City Council.

Utilize and maximize the potential of the **Neighborhood Ambassador** network.

Bring **social services** agencies to Ranshaw House.

Evaluate our **core staffing needs** and stay proactive/timely while balancing needs and responsibilities.

Evaluate **budget** to keep up with growth, by balancing 1) responsibility vs. 2) cost of service vs. 3) level of service.

Evaluate equipment and vehicle **replacement schedules** so they do not fall behind in the budget.

Move Administrative Offices into a **new building** within the next two years.

Continue to meet with **insurance broker** quarterly to review current claims/plan/census and monitor for proper timing to consider going to a self-funded or partially self-funded plan.

Monitor legislation and work closely with agencies to advocate for policies that support **affordable housing** options.

Continue efforts to recruit and retain **diverse, skilled staff** in all departments.

Continue to strengthen **partnerships** with other agencies, non-profits to address homelessness, mental health and wrap-around services.

Review the outcome and analyze the **data** received from the third-party consultant for police-initiated contacts.

Examine **incentives** to attract commercial properties to grow-out tax base.

2022-2024 PRIORITIES

MANAGEMENT STAFF'S PRIORITIES

Continue to plan, budget, and explore financial options to **fund playground equipment** and other improvement amenities outlined in the Park Plan.

Continue to lobby for the **Penn Street bridge**.

Continue the city's efforts to develop a **positive relationship** with the community, including an increasingly diverse population.

Streamline the **development review** process; make it more developer friendly.

Make **code amendments** - where necessary - to demystify City processes.

Think of new, creative ideas on how to plan with **limited budget** which will ultimately achieve our goals and needs.

Prioritize time to educate and train employees to better keep up with **new trends** and methods of operation.

Upgrade the **payroll and timekeeping system** to an electronic version for more efficiency and effective access to records.

Remain engaged and involved with local peers about emerging **pollutants** and educate employees/public about impacts, University/IDNR studies, potential regulations, and other solutions.

Implement **onboarding** process for all new employees, seeking best practices from other comparable cities. Include a welcome video, City overview, and staff expectations, in a way that is efficient and effective, developed by departments and HR. Onboarding could happen one or two times per month for all new employees.

Ongoing improvement to citywide **diversity, equity, and inclusion** work, including the creation of an internal committee from various departments to review practices and barriers to service. Have oversight, develop a visioning and work plan for sustainability and consistency.

Coordinate a mandatory **retreat** or full day training opportunity for department heads with a focus on creating a positive work culture, establishing consistent management practices, and using metrics to gauge staff satisfaction.

Provide **staff development** opportunities with supervisor buy-in and encouragement. Use the City's (future) intranet page to share trainings that help with customer service, empathy, cultural competence, self-care, coping with anxiety and stress, among others. Can complete these individually or as a group.

Identify and implement a **self-service web portal** with a user-friendly interface that handles all the public-facing functions, such as paying a bill, reserving a room at the Community Center, getting a permit, or purchasing a pet license.

Build an **intranet** for employees to view payroll and timekeeping information, to make work-related requests (like time-off or travel), and share information about policies, internal news, and resources.

Find a **document sharing** program and implement for internal records and files.

Continue with the **Labor Management Committee** (LMC) to address and work out issues with members.

Consider **increasing part-time wages** to be more in line with Iowa City and Coralville (currently, NL part-time is \$13/hour).

Consider using **e-suites** only for full-time employees who have a current City email. Assign all employees a City email address. Work with New World ERP to understand security of the system.

Additional and continued **training** for Department Heads and employees regarding the Family and Medical Leave Act (FMLA), covering what is FMLA, what qualifies as an FMLA claim, who is covered, etc.

This section lists new and ongoing strategic initiatives during calendar years 2022, 2023, and part of 2024, as decided by elected officials (E) and management staff (S).

NEW - City Council Top 5

* Department Heads' Top 5

#E	#S	
5	7	Build the amphitheater at Centennial Park. *
5	3	Evaluate the creation of programs that help individuals get into homes. Work with developers to provide housing that is truly affordable for our workforce.
3	7	Secure park land in the North Liberty NW quadrant. *
3	6	Continue to execute the Fire Department staffing plan . *
3	-	Create a grant for energy efficiency ; efficiency standards, water reduction, renewable energy usage, solar energy, recycling, and composting.
1	7	Review and update the storm water utility rate . *
-	7	Evaluate our core staffing needs to stay proactive and timely, while balancing needs and responsibilities. *
2	5	Prioritize public art . Establish a committee, create a plan, budget, or investigate grant options for sustainability.
0	4	Hire an animal control officer .
2	1	Be more intentional about recruiting business we would like to see in our area. Bring in more ethnically diverse and women-owned businesses; motivate developers to occupy empty store fronts as the community grows.
0	3	Add additional staff dedicated for collection system maintenance.
2	0	Examine incentives to attract commercial properties to grow-out tax base.
2	0	Explore and implement diversity, equity, and inclusion initiatives and training opportunities for city council, boards & commissions, and staff.
0	2	Create an Emergency Medical Services (EMS) district that includes the city and neighboring townships.
1	0	Start an economic development corporation of North Liberty business.
1	0	Create community police review board to review complaints.
1	0	Revisit the concept of incentive programs for new or established small business , similar to the Small Business Development Program.
0	1	Review and evaluate the need, purpose, roles, and responsibilities of each board, commission, and task force .
-	1	Engage groups like Benchmark Analytics and Center for Policing Equity for Police training and data analysis .
-	1	Collaborate with Johnson County entities to create a system that serves people efficiently and conveniently.
0	0	Start a City Administrator's listening post for staff and North Liberty business owners.
0	0	Consider rethinking how policing should be administered.
0	0	Engage National League of Cities' Race, Equity, and Leadership (REAL) program for elected officials.
0	0	Revisit having a local farmers' market .
0	0	Identify creative and innovative opportunities for a unique feature in Centennial Park.
0	0	Update the Facility Plans for the Water and Wastewater facilities.
0	-	Consider the Sister City Program.
0	-	Examine affordable childcare options.
-	0	Create a directory of local businesses.
-	0	Continue to strengthen partnerships with other agencies, non-profits to address homelessness, mental health, and wrap-around services.
-	0	Create a resource for local residents to access financial supports.

Resolution No. 2022-55

**RESOLUTION ACCEPTING THE GOAL SETTING
SESSION SUMMARY REPORT PREPARED BY MIDWEST
MUNICIPAL CONSULTING, LLC FOR THE CITY OF
NORTH LIBERTY FOR 2022**

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

WHEREAS, Midwest Municipal Consulting, LLC has completed the Goal Setting Session Summary Report for 2022, and

WHEREAS, the Council has received the City's Goal Setting Plan,

NOW, THEREFORE, BE IT RESOLVED that the Goal Setting Plan for 2022 as completed by Midwest Municipal Consulting, LLC is adopted.

APPROVED AND ADOPTED this 14th day of June, 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



2022A Bond Sale

MINUTES TO SET DATE FOR HEARING ON
PROPOSAL TO ENTER INTO A LOAN
AGREEMENT

421033-87

North Liberty, Iowa

June 14, 2022

The City Council of the City of North Liberty, Iowa, met on June 14, 2022, at 6:30 p.m., at Council Chambers, 1 Quail Creek Circle, North Liberty, Iowa. The Mayor presided and the roll was called showing the following members of the City Council present and absent:

Present:

Absent: _____.

Council Member _____ introduced the resolution hereinafter next set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of the said resolution and the roll being called, the following named Council Members voted:

Ayes:

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.

• • • •

At the conclusion of the meeting and upon motion and vote, the City Council adjourned.

CHRIS HOFFMAN, MAYOR

Attest:

TRACEY MULCAHEY, CITY CLERK

Resolution No. 2022-56

**RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING ON PROPOSAL
TO ENTER INTO A GENERAL OBLIGATION LOAN AGREEMENT AND TO
BORROW MONEY THEREUNDER IN A PRINCIPAL AMOUNT NOT TO
EXCEED \$9,400,000**

WHEREAS, the City of North Liberty (the "City"), in Johnson County, State of Iowa, proposes to enter into a loan agreement (the "Loan Agreement"), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$9,400,000 for the purpose of paying the costs, to that extent, of (1) constructing street, water system, sanitary sewer system, storm water drainage and side walk improvements; and (2) acquiring and installing street lighting, signage and signalization improvements (the "Projects"); and it is now necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Loan Agreement and to give notice thereof as required by such law;

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

Section 1. This City Council shall meet on June 28, 2022, at the Council Chambers, 1 Quail Creek Circle, North Liberty, Iowa, at 6:30 p.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Loan Agreement described in the preamble hereof.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than four (4) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO ENTER
INTO A LOAN AGREEMENT AND TO BORROW MONEY THEREUNDER IN A
PRINCIPAL AMOUNT NOT TO EXCEED \$9,400,000

(GENERAL OBLIGATION)

The City Council of the City of North Liberty, Iowa (the "City"), will meet on June 28, 2022, at the Council Chambers, 1 Quail Creek Circle, North Liberty, Iowa, at 6:30 p.m., for the purpose of instituting proceedings and taking action on a proposal to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$9,400,000 for the purpose of paying the costs, to that extent, of (1) constructing street, water system, sanitary sewer system, storm water drainage and side walk improvements; and (2) acquiring and installing street lighting, signage and signalization improvements.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of North Liberty, Iowa.

Tracey Mulcahey
City Clerk

Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the "Regulations") of the Internal Revenue Service, the City declares (a) that it intends to undertake the Projects which are reasonably estimated to cost approximately \$9,400,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the "Bonds"), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for such Projects have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

APPROVED AND ADOPTED this 14th day of June, 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

ATTESTATION CERTIFICATE

STATE OF IOWA
COUNTY OF JOHNSON SS:
CITY OF NORTH LIBERTY

I, the undersigned, City Clerk of the City of North Liberty, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to fixing a date for additional action on the City's proposal to enter into a certain loan agreement, as referred to therein.

WITNESS MY HAND this ____ day of _____, 2022.

TRACEY MULCAHEY, CITY CLERK

ORGANIZATION CERTIFICATE

STATE OF IOWA
COUNTY OF JOHNSON SS:
CITY OF NORTH LIBERTY

I, the undersigned City Clerk, do hereby certify that the City of North Liberty is organized and operating under the provisions of Title IX of the Code of Iowa and not under any special charter and that the City is operating under the Mayor-Council form of government and that there is not pending or threatened any question or litigation whatsoever touching the incorporation of the City, the inclusion of any territory within its limits or the incumbency in office of any of the officials hereinafter named.

And I do further certify that the following named parties are officials of the City as indicated:

Chris Hoffman, Mayor

Ryan Heiar, City Administrator

Tracey Mulcahey, Assistant City Administrator/City Clerk

Debra Hilton, City Treasurer

Brian Wayson, Council Member/Mayor Pro Tem

Ashley Bermel, Council Member

RaQuishia Harrington, Council Member

Erek Sittig, Council Member

Brent Smith, Council Member

WITNESS MY HAND this ____ day of _____, 2022.

TRACEY MULCAHEY, CITY CLERK

PUBLICATION CERTIFICATE

(PLEASE NOTE: Do not date and return this certificate until you have received the publisher's affidavit and have verified that the notice was published on the date indicated in the affidavit but please return all other completed pages to us as soon as they are available.)

STATE OF IOWA
JOHNSON COUNTY
CITY OF NORTH LIBERTY

SS:

I, the undersigned, City Clerk of the City of North Liberty, do hereby certify that pursuant to the resolution of the City Council fixing a date of meeting at which it is proposed to take action to enter into a certain loan agreement, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this _____ day of _____, 2022.

TRACEY MULCAHEY, CITY CLERK

(Attach here the publisher's original affidavit with the clipping of the notice, as published.)

June 7, 2022

VIA E-MAIL

Tracey Mulcahey
City Clerk/City Hall
North Liberty, Iowa

Re: North Liberty, Iowa
2022 Bond Counsel Services

Dear Tracey:

I am writing to explain our role as bond counsel and disclosure counsel for the City's proposed General Obligation borrowing. It is our understanding that the City will issue General Obligation Corporate Purpose Bonds, Series 2022 (the "Bonds") in the approximate principal amount of \$9,200,000 into the municipal bond market through a competitive sale to be facilitated by Independent Public Advisors, LLC, the City's municipal advisor (the "Municipal Advisor").

As bond counsel, it is our responsibility to provide legal representation to the City with respect to the authorization of the issuance of the Bonds. In serving the City as bond counsel, we will prepare appropriate resolutions, notices, agreements, filings and closing certificates, consult with the Municipal Advisor and underwriter, and undertake such additional duties as we deem necessary to help the City through this transaction. At closing of the Bond issue, assuming the proper conditions are in place, we will deliver our bond counsel opinion that (1) the Bonds are valid and binding general obligations of the City, and (2) the interest paid on the Bonds will be excluded from gross income for federal income tax purposes.

We have also been asked to serve as disclosure counsel in order to assist with securities regulatory compliance for the offering of the Bonds. As disclosure counsel we will prepare the body of the official statement which will be necessary for the sale of the Bonds and consult and advise on related disclosure and continuing disclosure matters. We will perform "due diligence" functions and perform certain other functions as may be necessary to fulfill our responsibilities as disclosure counsel. We will not be responsible for the compilation, preparation and/or review of the financial and operating data to be included in Appendix A of the official statement, but we will coordinate with the Municipal Advisor as that portion of the document is prepared.

In performing our services as bond counsel and disclosure counsel, our sole client in this matter will be the City of North Liberty. We will not represent any other party in this financing and it is mutually understood that the services to be provided by us as described herein are solely for the benefit of the City.

Page 2

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fees and expenses for serving as bond counsel and disclosure counsel will not exceed \$28,000. To the extent that a second series of bonds is issued as part of this offering, our fees may be up to \$7,000 higher for the additional work.

After this arrangement is approved on behalf of the City, please have this letter executed in the space below and either fax an executed copy of this letter to our office at (515) 283-1060 or scan and email an executed copy to lemke.susan@dorsey.com. If you have questions, please call me.

We look forward to working with you. Thank you for the opportunity to serve the City.

Best regards,

A handwritten signature in black ink, appearing to read 'John P. Danos', with a long horizontal flourish extending to the right.

John P. Danos

JPD/sl

I understand and agree to the arrangements stated above.

NORTH LIBERTY, IOWA

BY: _____
Mayor

Date: _____

ATTEST: _____
City Clerk

Date: _____

Resolution No. 2022-57

**RESOLUTION APPROVING THE ENGAGEMENT LETTER
BETWEEN THE CITY OF NORTH LIBERTY AND DORSEY &
WHITNEY LLP REGARDING BOND COUNSEL SERVICES FOR
THE GENERAL OBLIGATION CORPORATE PURPOSE BOND
SALE, SERIES 2022A**

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

WHEREAS, the City Council desires to enter into an agreement with Dorsey & Whitney LLP for bond counsel services for the 2022A General Obligation Corporate Purpose Bond Sale;

WHEREAS, Dorsey & Whitney LLP has proposed a not to exceed estimate of \$28,000;
and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of North Liberty, Iowa, does hereby approve the engagement letter with Dorsey & Whitney LLP setting forth the terms and conditions under which bond counsel services will be provided for the 2022A General Obligation Corporate Purpose Bond Sale.

BE IT FURTHER RESOLVED that the Mayor or designee is hereby authorized to execute the Agreement on behalf of the City of North Liberty.

APPROVED AND ADOPTED this 14th day of June, 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



Mobile Food Unit Ordinance

AN ORDINANCE AMENDING CHAPTER 124 OF THE NORTH LIBERTY CODE OF ORDINANCES BY REPLACING LICENSING AND REGULATION OF TEMPORARY OUTDOOR EATING ESTABLISHMENTS WITH LICENSING AND REGULATION OF MOBILE FOOD UNITS

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

SECTION 1. AMENDMENT OF ORDINANCE. Chapter 124 of the North Liberty Code of Ordinances is amended to read as follows:

CHAPTER 124 ~~TEMPORARY OUTDOOR EATING ESTABLISHMENTS~~ MOBILE FOOD UNITS

<u>124.01 Purpose</u>	<u>124.05 Locational Standards</u>
<u>124.02 Definitions</u>	124.04 <u>124.06 License</u>
<u>124.03 Exemptions</u>	Required <u>Requirements</u>
	<u>124.05 Application Contents</u>
<u>124.04 Operational Standards</u>	<u>124.06 Number of Licenses</u>
	Issued
	<u>124.07 Designated Officer</u>
	<u>124.08 License Fee</u>
	124.09 Bond <u>124.10 Issuance of</u>
	<u>License</u>
	124.11 License Period
	124.12 License Nontransferable
	124.13 Denial or Revocation of
	License; Appeal
	124.14 License Renewal
	124.15 License Exhibited
	124.16 <u>124.07 Revocation of</u>
	<u>License</u>
	124.17 Misrepresentation or
	Prohibited Sale
	124.18 <u>124.08 Violation; Penalty</u>

124.01 PURPOSE.

The purpose of this chapter is to regulate the activities of ~~temporary outdoor eating establishments~~ mobile food units within the corporate limits of the City by requiring registration and licensing to engage in any such activities, and providing for the enforcement ~~of~~ and penalties for violation of ~~such use~~ this chapter.

124.02 DEFINITIONS.

For use in this chapter, the following terms are defined:

1. "License" means formal written permission issued by the City Clerk, pursuant to this chapter, to any person to sell or offer food and/or beverage for sale in ~~an outdoor setting~~ a mobile food unit or vending cart.
- ~~2. "Person" includes both singular and plural, and means any natural person, firm, partnership, association, corporation, or organization of any kind.~~
2. "Mobile food vendor" means a person engaged in the business of selling food and/or beverages from a mobile food unit or vending cart, and not exempted by the provisions of Chapter 124.03. A stationary mobile food vendor engages in sales in one location while a non-stationary mobile food vendor is mobile and only stops, stands or parks when engaging in sales.
- ~~3. "Temporary outdoor eating establishment" means any collection of seats, tables, cooking appliances, coolers, or other food-related items assembled for the sale of food or beverage to the public, on either public or private property, and not accessory to an existing food establishment on the same lot.~~
3. "Mobile food unit" means motorized, a self-propelled food establishment or a trailer or vehicle towed by a motorized vehicle, that is readily movable, and which typically operates at one or more remote locations and returns to a base of operation or commissary at the end of its daily business, or upon completion of a route.
4. "Vending cart" means a non-motorized food establishment limited to serving prepared foods. Vending carts may be towed by a vehicle, but are generally capable of being moved by human power.

124.03 EXEMPTIONS.

1. ~~Generally. This chapter shall not apply to any of the following:~~
 - ~~A.1. Transient merchants, because they are defined and regulated in Chapter 122 of this Code of Ordinances; Ordinances.~~
 - ~~B. Accessory outdoor eating establishments associated with permanent restaurants, because they are defined and regulated in the Zoning Ordinance.~~
 - ~~C.2. Miscellaneous stands operated by minors for lemonade or similar sales, typically for only a day or weekend.~~
 - ~~D. Special events sponsored or endorsed by the City, which may or may not include more than one vendor, and are generally in operation for a short time, such as farmers' markets and community events and celebrations.~~
3. In conjunction with a permitted special event. The location of any mobile food unit or vending cart shall be described and/or depicted in the application and approved with the special event permit.
4. In conjunction with a permitted agricultural experience use.

2. ~~Religious and Not-for-Profit Organizations. If after reviewing the application the City Clerk finds that the organization is a bona fide religious or not-for-profit organization, he or she shall issue a license free of charge to the applicant.~~

124.04 OPERATIONAL STANDARDS

1. ~~Applicable to all mobile food vendors.~~
 - A. ~~Mobile food units and vendor carts must be entirely self-contained. No outside source of utilities (either public or private) is permitted.~~
 - B. ~~The exterior and interior of the mobile food unit or vending cart must be maintained in a clean and sanitary manner.~~
 - C. ~~Mobile food units, vendor carts and associated appurtenances must maintain ADA accessible routes for pedestrians and not impede the free flow vehicular traffic.~~
 - D. ~~Mobile food units and vending carts containing cooking facilities and/or are equipped with appliances that produce smoke or grease-laden vapors shall be separated from the entrances and other exits of buildings or structures, combustible materials, vehicles, and other cooking operations by a clear space distance of 10 feet.~~
 - E. ~~The permitted hours of operation are from 7:00 AM to 9:00PM daily.~~
 - F. ~~The sale of alcoholic beverages is prohibited.~~
 - G. ~~Signs attached to the mobile foot unit and vending cart are permitted.~~
 - H. ~~No mobile food vendor shall operate in a manner that violates Chapter 53 of the City code concerning noise.~~
2. ~~Stationary mobile food vendors.~~
 - A. ~~No mobile food unit or pushcart shall be left at its operating location at the end of its business day and shall be removed to its base business operation location. A mobile food unit or vendor cart shall conduct operations at one location a maximum of three consecutive days per week.~~
 - B. ~~Mobile food vendors must provide adequate trash and recycling receptacles for customer use and must remove said receptacles when leaving the site. At the close of its daily business the mobile food vendor must remove all garbage from the area and properly dispose of it away from the site of its operation; the garbage shall not simply be placed in nearby public garbage receptacles provided for use to the general public at large.~~

- C. In addition to signs attached mobile food unit and/or vending cart, one temporary A-frame sign a maximum of six square feet in area per side and four feet in height is permitted.
- D. A mobile food vendor shall not call out to, cry out, shout out or otherwise communicate or make any noise or use any device to call attention to the unit's or cart's location and operation.
- 3. Non-stationary mobile food units and vending carts. A mobile food vendor shall not call out to, cry out, shout out to call attention to his or her unit's or cart's location and operation. Mobile food vendors are limited to playing music or jingles when the unit or cart is in motion.

124.05 LOCATIONAL STANDARDS

Private property. Licensed mobile food vendors may operate on non-residential developed property, subject to the conditions of this chapter and with the consent of the property owner. Each mobile food unit or vending cart operating on private property, and any associated appurtenances shall be located on a paved surface, which may include non-accessible off-street parking spaces. The area devoted to the use shall not reduce the off-street parking space available to the public below the minimum number required in accordance with Table 169.01-C.

124.04124.06 LICENSE REQUIREDREQUIREMENTS.

- 1. Any person operating a temporary outdoor eating establishmentAny mobile food vendor unit or pushcart, as defined in and not specifically exempted from this chapter, shall first obtain a license as provided in this chapter, prior to engaging in such business, or shall be considered to be in violation of this chapter.
- 2. A license issued pursuant to this chapter shall be, in all cases, issued for a period not to exceed one year. The license time period is from January 1 to December 31 of each year. Licenses may be obtained at any time during the year but will be valid only through December 31.
- 3. Each license shall authorize only the activity of the particular licensee to whom the license was issued for the period of the license as set out in this chapter. The license shall not be transferred.
- 4. The license shall be displayed at all times when operating the mobile food unit.
- 5. License application.
 - A. Each application shall be submitted a minimum of 30 days prior to the desired operation of mobile food vendor vehicle.
 - B. Information shall be provided in accordance with the instructions on the application form provided by the City. A license shall not be issued if the application is incomplete.

- C. The application shall be accompanied by a \$50.00 fee to cover the administrative costs of the City.
- D. Prior to issuance of the license, a license surety bond shall be provided in the amount of \$1,000.00, conditioned that the applicant shall comply fully with all ordinances of the City and laws of Iowa regulating mobile food units. Action on such bond may be brought by the City.
- E. If the City determines the application conforms with this section, the license shall be issued. If the application is denied, the applicant may appeal that decision to the City Administrator. Such appeal shall be taken by filing with the City Administrator a written statement setting forth fully the grounds for the appeal. The Administrator shall set a time and place for a hearing on such appeal and notice of such hearing shall be given to the petitioner therefor. The decisions and order of the Administrator on such appeal shall be final and conclusive.

124.05 APPLICATION CONTENTS:

Each written application for a license pursuant to this chapter made to the City Clerk shall contain the following:

- 1. ~~The true name of the applicant;~~
- 2. ~~The permanent home and local address of the applicant;~~
- 3. ~~A brief description of the food and/or beverages to be sold, offered for sale, or for which sale will be solicited;~~
- 4. ~~Copies to be placed on file with the City Clerk of all materials used in selling, including but not limited to contracts, brochures, advertisements, and any Health Department certifications required by State law;~~
- 5. ~~If employer is a corporation, the state of its incorporation, whether it is authorized to do business in Iowa, and evidence that the corporation has a designated resident agent in the City upon whom legal service may be made and that the corporation will be responsible for the acts of its employees in the City;~~
- 6. ~~The length of time for which the right to do business is desired, not to exceed the limit established in Section 124.11;~~
- 7. ~~The last municipalities, not exceeding three, where the applicant carried on business immediately preceding the date of application and the addresses from which such business was conducted in those cities;~~
- 8. ~~A statement as to whether the applicant has been convicted of any crime, misdemeanor, or violation, the nature of the offense, and the penalty or punishment assessed therefor.~~

~~124.06 NUMBER OF LICENSES ISSUED.~~

~~No more than 10 licenses may be issued to be in effect at any given time. Licenses are issued on a first come, first served basis; however, licenses for religious or not-for-profit organizations and for special events sponsored or endorsed by the City shall not be counted toward the maximum number allowed. Applications may not be submitted more than 90 days in advance of the 120-day time period for which the license is sought.~~

~~124.07 DESIGNATED OFFICER.~~

~~All license applications as provided in this chapter shall be made in writing to the City Clerk on a form provided by the City Clerk.~~

~~124.08 LICENSE FEE.~~

~~Each license application made as provided in this chapter shall be accompanied by a \$20.00 fee to cover the administrative costs of the City. Each person intending to operate a temporary outdoor eating establishment is required to apply for and obtain a license.~~

~~124.09 BOND.~~

~~An applicant for a license under this section shall file with the City Clerk a surety bond in the amount of \$1,000.00, conditioned that the applicant shall comply fully with all ordinances of the City and laws of Iowa regulating temporary outdoor eating establishments. Action on such bond may be brought by the City.~~

~~124.10 ISSUANCE OF LICENSE.~~

~~If the City Clerk finds the application is made out in conformance with this section, and the facts stated therein are correct, and that no more than nine other permits will be in effect at any time during the requested license period, he or she shall issue a license and charge a fee of \$20.00. A license shall not be issued if the application for a license is incomplete. The City Clerk shall maintain a complete register of temporary outdoor eating establishments so licensed, with a home address, description, and date of issue for each, and of any renewal or surrender of each permit so issued.~~

~~124.11 LICENSE PERIOD.~~

~~A license issued pursuant to this chapter shall be, in all cases, issued for a period not to exceed 120 days. All licenses granted under this chapter shall expire at 6:00 p.m. of the last day for which the license was issued.~~

~~124.12 LICENSE NONTRANSFERABLE.~~

~~Each license shall authorize only the activity of the particular licensee to whom the license was issued for the period of the license as set out in this chapter. The license shall not be transferred.~~

~~124.13 DENIAL OR REVOCATION OF LICENSE; APPEAL.~~

~~Any person aggrieved by the action of the City Clerk in the denial or revocation of a license as provided in this chapter shall have the right of appeal to the City Administrator. Such appeal shall be taken by filing with the City Administrator a written statement setting forth fully the grounds for the appeal. The Administrator shall set a time and place for a hearing on such appeal, and notice of such hearing shall be given to the petitioner therefor. The decisions and order of the Administrator on such appeal shall be final and conclusive.~~

~~124.14 LICENSE RENEWAL.~~

~~Within the last ten days of the period of any previous license, an application for renewal of the license may be made to the City Clerk upon payment of a \$10.00 renewal fee. Only one such renewal may be granted in any 12-month period, and no such period of renewal shall exceed 120 additional days.~~

~~124.15 LICENSE EXHIBITED.~~

~~The City Clerk shall issue to each licensee a license to be displayed at all times when he or she is operating the outdoor eating establishment.~~

~~124.16~~124.07 REVOCATION OF LICENSE.

The City ~~Council~~Administrator may revoke any license issued under this chapter, where the licensee, in the application for the license or ~~in the course of while~~ conducting ~~his or her~~the business, has made fraudulent or incorrect statements, or has violated this chapter or has otherwise conducted his or her business in an unlawful manner. Falsification of information on the application shall be grounds for revocation. Notice of the revocation of license shall be given in writing, setting forth specifically the grounds of complaint and the time and place of hearing. Such notice shall be mailed by registered mail to the licensee at his or her last known address at least ~~five~~10 days prior to the date set for hearing.

~~124.17 MISREPRESENTATION OR PROHIBITED SALE.~~

~~No temporary outdoor eating establishment shall falsely or fraudulently misrepresent the quality, character, or quantity of any article, item, or commodity offered for sale or sell any unwholesome or tainted food or food stuffs. No licensee, as provided for in this chapter, shall harass, intimidate, coerce, or threaten any individual to induce a sale or attempt to engage in any of the foregoing prohibited forms of conduct.~~

~~124.18~~124.08 VIOLATION; PENALTY.

Any person violating the provisions of this chapter shall, upon conviction, be subject to the provisions of Section 1.14 of this Code of Ordinances. Nothing as provided for in this chapter shall be construed to abrogate or limit any cause of action which any private citizen may have against any licensee for conduct punishable as provided for in this chapter or otherwise.

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

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

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

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

First reading on _____, 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. 2022-12

AN ORDINANCE AMENDING CHAPTER 124 OF THE NORTH LIBERTY CODE OF ORDINANCES BY REPLACING LICENSING AND REGULATION OF TEMPORARY OUTDOOR EATING ESTABLISHMENTS WITH LICENSING AND REGULATION OF MOBILE FOOD UNITS

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

SECTION 1. AMENDMENT OF ORDINANCE. Chapter 124 of the North Liberty Code of Ordinances is amended to read as follows:

CHAPTER 124 MOBILE FOOD UNITS

<u>124.01</u> Purpose	<u>124.05</u> Locational Standards
<u>124.02</u> Definitions	<u>124.06</u> License Requirements
<u>124.03</u> Exemptions	<u>124.07</u> Revocation of License
<u>124.04</u> Operational Standards	<u>124.08</u> Violation; Penalty

124.01 PURPOSE.

The purpose of this chapter is to regulate the activities of mobile food units within the corporate limits of the City by requiring registration and licensing to engage in any such activities, and providing for the enforcement of and penalties for violation of this chapter.

124.02 DEFINITIONS.

For use in this chapter, the following terms are defined:

1. "License" means formal written permission issued by the City Clerk, pursuant to this chapter, to any person to sell or offer food and/or beverages for sale in a mobile food unit or vending cart.
2. "Mobile food vendor" means a person engaged in the business of selling food and/or beverages from a mobile food unit or vending cart, and not exempted by the provisions of Chapter 124.03. A stationary mobile food vendor engages in sales in one location while a non-stationary mobile food vendor is mobile and only stops, stands or parks when engaging in sales.
3. "Mobile food unit" means motorized, a self-propelled food establishment or a trailer or vehicle towed by a motorized vehicle, that is readily movable, and which typically operates at one or more remote locations and returns to a base of operation or commissary at the end of its daily business, or upon completion of a route.
4. "Vending cart" means a non-motorized food establishment limited to serving prepared foods. Vending carts may be towed by a vehicle, but are generally capable of being moved by human power.

124.03 EXEMPTIONS.

Generally. This chapter shall not apply to any of the following:

1. Transient merchants defined and regulated in Chapter 122 of this Code of Ordinances.
2. Miscellaneous stands operated by minors for lemonade or similar sales, typically for only a day or weekend.
3. In conjunction with a permitted special event. The location of any mobile food unit or vending cart shall be described and/or depicted in the application and approved with the special event permit.
4. In conjunction with a permitted agricultural experience use.

124.04 OPERATIONAL STANDARDS

1. Applicable to all mobile food vendors.
 - A. Mobile food units and vendor carts must be entirely self-contained. No outside source of utilities (either public or private) is permitted.
 - B. The exterior and interior of the mobile food unit or vending cart must be maintained in a clean and sanitary manner.
 - C. Mobile food units, vendor carts and associated appurtenances must maintain ADA accessible routes for pedestrians and not impede the free flow vehicular traffic.
 - D. Mobile food units and vending carts containing cooking facilities and/or are equipped with appliances that produce smoke or grease-laden vapors shall be separated from the entrances and other exits of buildings or structures, combustible materials, vehicles, and other cooking operations by a clear space distance of 10 feet.
 - E. The permitted hours of operation are from 7:00 AM to 9:00PM daily.
 - F. The sale of alcoholic beverages is prohibited.
 - G. Signs attached to the mobile food unit and vending cart are permitted.
 - H. No mobile food vendor shall operate in a manner that violates Chapter 53 of the City code concerning noise.
2. Stationary mobile food vendors.
 - A. No mobile food unit or pushcart shall be left at its operating location at the end of its business day and shall be removed to its base business operation location. A mobile food unit or vendor cart shall conduct operations at one location a maximum of three consecutive days per week.
 - B. Mobile food vendors must provide adequate trash and recycling receptacles for customer use and must remove said receptacles

when leaving the site. At the close of its daily business the mobile food vendor must remove all garbage from the area and properly dispose of it away from the site of its operation; the garbage shall not simply be placed in nearby public garbage receptacles provided for use to the general public at large.

- C. In addition to signs attached mobile food unit and/or vending cart, one temporary A-frame sign a maximum of six square feet in area per side and four feet in height is permitted.
 - D. A mobile food vendor shall not call out to, cry out, shout out or otherwise communicate or make any noise or use any device to call attention to the unit's or cart's location and operation.
3. Non-stationary mobile food units and vending carts. A mobile food vendor shall not call out to, cry out, shout out to call attention to his or her unit's or cart's location and operation. Mobile food vendors are limited to playing music or jingles when the unit or cart is in motion.

124.05 LOCATIONAL STANDARDS

Private property. Licensed mobile food vendors may operate on non-residential developed property, subject to the conditions of this chapter and with the consent of the property owner. Each mobile food unit or vending cart operating on private property, and any associated appurtenances shall be located on a paved surface, which may include non-accessible off-street parking spaces. The area devoted to the use shall not reduce the off-street parking space available to the public below the minimum number required in accordance with Table 169.01-C.

124.06 LICENSE REQUIREMENTS.

- 1. Any mobile food vendor unit or pushcart, as defined in and not specifically exempted from this chapter, shall first obtain a license as provided in this chapter, prior to engaging in such business, or shall be considered to be in violation of this chapter.
- 2. A license issued pursuant to this chapter shall be, in all cases, issued for a period not to exceed one year. The license time period is from January 1 to December 31 of each year. Licenses may be obtained at any time during the year but will be valid only through December 31.
- 3. Each license shall authorize only the activity of the particular licensee to whom the license was issued for the period of the license as set out in this chapter. The license shall not be transferred.
- 4. The license shall be displayed at all times when operating the mobile food unit.
- 5. License application.
 - A. Each application shall be submitted a minimum of 30 days prior to the desired operation of mobile food vendor vehicle.

- B. Information shall be provided in accordance with the instructions on the application form provided by the City. A license shall not be issued if the application is incomplete.
- C. The application shall be accompanied by a \$50.00 fee to cover the administrative costs of the City.
- D. Prior to issuance of the license, a license surety bond shall be provided in the amount of \$1,000.00, conditioned that the applicant shall comply fully with all ordinances of the City and laws of Iowa regulating mobile food units. Action on such bond may be brought by the City.
- E. If the City determines the application conforms with this section, the license shall be issued. If the application is denied, the applicant may appeal that decision to the City Administrator. Such appeal shall be taken by filing with the City Administrator a written statement setting forth fully the grounds for the appeal. The Administrator shall set a time and place for a hearing on such appeal and notice of such hearing shall be given to the petitioner therefor. The decisions and order of the Administrator on such appeal shall be final and conclusive.

124.07 REVOCATION OF LICENSE.

The City Administrator may revoke any license issued under this chapter, where the licensee, in the application for the license or while conducting the business, has made fraudulent or incorrect statements, or has violated this chapter or has otherwise conducted his or her business in an unlawful manner. Falsification of information on the application shall be grounds for revocation. Notice of the revocation of license shall be given in writing, setting forth specifically the grounds of complaint and the time and place of hearing. Such notice shall be mailed by registered mail to the licensee at his or her last known address at least 10 days prior to the date set for hearing.

124.08 VIOLATION; PENALTY.

Any person violating the provisions of this chapter shall, upon conviction, be subject to the provisions of Section [1.14](#) of this Code of Ordinances. Nothing as provided for in this chapter shall be construed to abrogate or limit any cause of action which any private citizen may have against any licensee for conduct punishable as provided for in this chapter or otherwise.

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

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

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

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

First reading on _____, 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 Gazette* on the _____ day of _____, 2022.

TRACEY MULCAHEY, CITY CLERK



The Preserve Rezoning



May 3, 2022

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

Re: Request of Watts Development for a zoning map amendment (rezoning) from RS-6 Single-Unit Residence District to RS-9 Single-Unit Residence District on approximately 3.90 acres on property located on the south side of Denison Avenue approximately 450 feet east of Brook Ridge Avenue.

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its May 3, 2022 meeting. The Planning Commission took the following action:

Findings:

1. The zoning map amendment would be consistent with the North Liberty Comprehensive Plan Future Land Use Map;
2. The RS-9 Single-Unit Dwelling District zoning would be compatible with the area.

Recommendation:

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

The vote for approval was 5-0.

Josey Bathke, Vice Chairperson
City of North Liberty Planning Commission



To **City of North Liberty Planning Commission**
From **Ryan Rusnak, AICP**
Date **April 29, 2022**
Re **Request of Watts Development for a zoning map amendment (rezoning) from RS-6 Single-Unit Residence District to RS-9 Single-Unit Residence District on approximately 3.90 acres on property located on the south side of Denison Avenue approximately 450 feet east of Brook Ridge Avenue.**

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

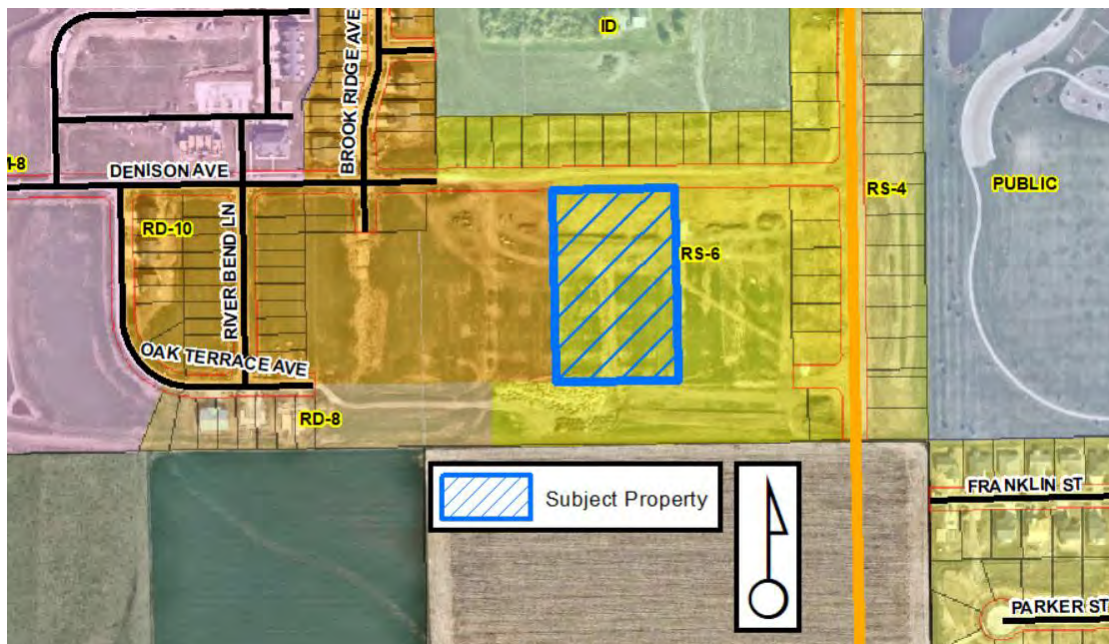
1. Request Summary:

This rezoning request is to facilitate development of the property with smaller single-family homes.

2. Proposed Zoning:

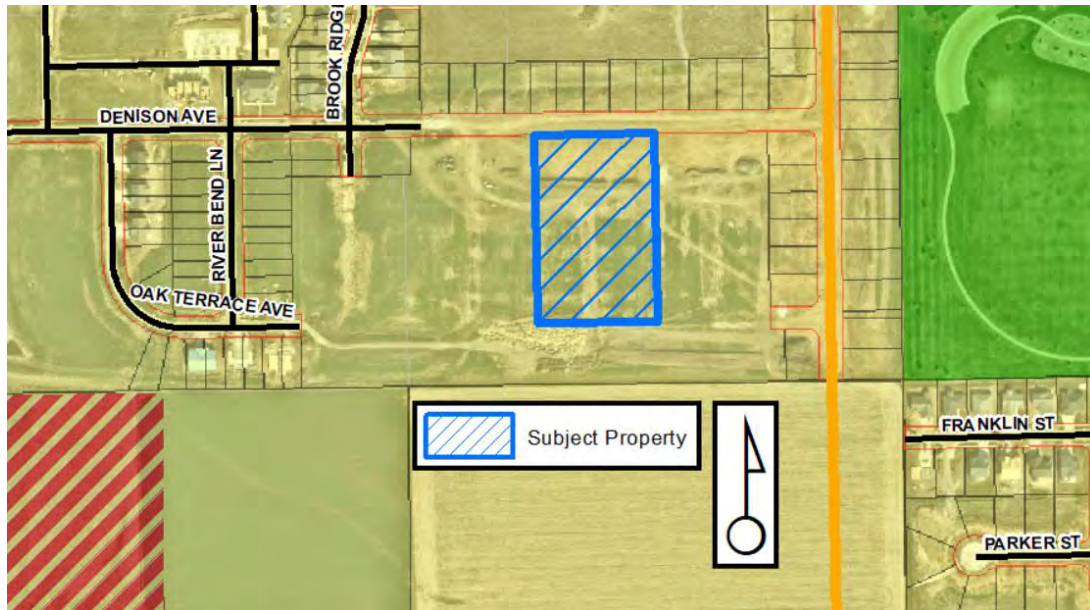
RS-9 Single-Unit Dwelling District.

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



3. Consistency with Comprehensive Plan:

Land Use Plan designation: Residential.



4. Public Input:

A good neighbor meeting was held on April 14, 2022. One person outside of City staff and the applicant attended and just had general questions about the housing type and market trends. To date, staff has not received any formal objection to the request.

5. Additional Considerations:

As construction costs increase, staff expects for denser development requests. Staff is generally in favor of increasing density in areas where there utilities are availability as long as the development is compatible with the surrounding area.

This rezoning would allow The Preserve to add to the range of housing types offered in the development.

Staff Recommendation:

Findings:

1. The zoning map amendment would be consistent with the North Liberty Comprehensive Plan Future Land Use Map;
2. The RS-9 Single-Unit Dwelling District zoning would be compatible with the area.

Recommendation:

Staff recommends the Planning Commission accept the two listed findings and forward the request for zoning map amendment from RS-6 – Single-Unit Dwelling District to RS-9 Single-Unit Dwelling District to the City Council with a recommendation for approval.

Suggested motion:

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

Ordinance No. 2022-11

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-9 SINGLE-UNIT RESIDENCE 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 3.90 acres, more or less, of property located on the south side of Denison Avenue approximately 450 feet east of Brook Ridge Avenue. The property is more particularly described as follows:

Part of the Northeast Quarter of the Southwest Quarter of Section 14, Township 80 North, Range 7 West, of the Fifth Principal Meridian, North Liberty, Iowa, described as follows:

Commencing 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 N89°15'31"E, along 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, 103.71 feet; Thence N88°44'24"E, along said North Line, 207.43 feet; Thence N89°08'16"E, along said North Line, 178.71 feet; Thence N89°08'16"E, along said North Line, 161.33 feet; Thence N00°51'44"W, 167.06 feet, to the POINT OF BEGINNING; Thence S89°08'16"W, 31.33 feet; Thence N00°51'44"W, 530.65 feet; Thence N89°08'16"E, 320.00 feet; Thence S00°51'44"E, 530.65 feet; Thence S89°08'16"W, 288.67 feet, to the point of beginning. Said property contains 3.90 Acres, and is subject to easements and restrictions of record.

SECTION 2. CONDITIONS IMPOSED. At the May 3, 2022, meeting the Planning Commission accepted the listed findings, 1. The zoning map amendment would be consistent with the North Liberty Comprehensive Plan Future Land Use Map; and 2. The RS-9 Single-unit Dwelling District zoning 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 May 24, 2022.

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. 2022-11 in *The Gazette* on the ____ of _____, 2022.

TRACEY MULCAHEY, CITY CLERK



Additional Information



To **Mayor and City Council**
CC **City Administrator**
From **Tom Palmer, Building Official**
Date **6/7/2022**
Re **Monthly Report**

May Permits:

89 permits were issued in May with estimated construction value of 4.2 million dollars. Five new housing permits were issued with construction value of 2 million dollars. Staff completed 386 inspections during the month of May.

Rental/Code Compliance Cases:

Seven new rental permit applications received in May. A total of twenty-three compliance cases were processed in May.

Archie's project:

The owner hired Apex Construction Company to build the new auto shop located 1040 Liberty Way. Apex has obtained permits to begin work on site utilities and installing the building foundation.



May Permit Tally Report

Permit Type	Construction Value	Total Fees
-------------	--------------------	------------

Group: Accessory Structure

	\$1,700.00	\$0.00
		Group Total: 2

Group: Commercial Alteration

	\$186,500.00	\$1,004.25
		Group Total: 5

Group: Deck

	\$51,589.00	\$940.95
		Group Total: 6

Group: Demolition

	\$0.00	\$50.00
		Group Total: 2

Group: Driveway

	\$11,228.25	\$125.00
		Group Total: 5

Group: Dumpster Enclosure

	\$0.00	\$25.00
		Group Total: 1

Group: Fence

	\$33,970.00	\$200.00
		Group Total: 9

Group: Fire Alarm & Detection Equipment

	\$30,271.87	\$595.00
		Group Total: 3

Group: Foundation

	\$1,500,000.00	\$9,125.90
		Group Total: 2

Group: Manufactured Home

	\$0.00	\$695.00
		Group Total: 2

Group: Mechanical Electrical Plumbing (MEP)

	\$69,464.90	\$1,337.81
		Group Total: 10

Group: New Single Family Dwelling

	\$1,156,797.00	\$11,653.06
		Group Total: 4

Group: New Townhouse

	\$900,000.00	\$9,765.00	Group Total: 4
Group: Open Burning- Open Flame before an Audience			
	\$0.00		Group Total: 1
Group: Patio			
	\$4,356.00		Group Total: 1
Group: Permanent Sign			
	\$41,134.00	\$250.00	Group Total: 5
Group: Rental			
	\$0.00	\$700.00	Group Total: 7
Group: Residential Addition			
	\$44,401.00	\$745.36	Group Total: 3
Group: Residential Alteration			
	\$195,527.00	\$2,678.82	Group Total: 6
Group: Retail Sales of Fireworks - Temporary Structures			
	\$0.00	\$200.00	Group Total: 1
Group: Right of Way			
	\$12,500.00	\$47.00	Group Total: 4
Group: Sidewalk			
	\$8,400.00	\$25.00	Group Total: 1
Group: Swimming pools, spas and hot tubs			
	\$400.00	\$47.00	Group Total: 2
Group: Urban Chickens			
	\$0.00	\$120.00	Group Total: 1
Group: Zoning Certificate			
	\$00.00	\$50.00	Group Total: 2
	\$4,258,239.02	\$40,380.15	

Total Records: 89

Certificate of Occupancy May Report

Applicant	Parcel Address	Project Description	Permit Type	Date C.O. Issued
Ben Hagedorn	1217 Ronald Way	2022 Rental Permit	Residential Rental	5/24/2022
Andrew and Sarah (Pettijohn) Thompson	1842 Carroll Ct	2022 Rental Permit	Residential Rental	5/4/2022
Greg Jensen	1510 Sadler Dr	2022 Rental Permit	Residential Rental	5/16/2022
Shane Durian	575b Cameron Way	Zoning Certificate - New Restaurant	Zoning	5/19/2022
Dustin Lee	1530 Vandello Cir	2022 Rental Permit	Residential Rental	5/16/2022
Jim Burr - Iowa City Masonic Foundation	1599 Burr Dr	2022 Rental Permit	Residential Rental	5/13/2022
Jordan Carter	1502 Sadler Dr	2022 Rental Permit	Residential Rental	5/25/2022
Weston Hodge	1557 Burr Dr	Townhome fire damage rebuild	Building	5/13/2022
Tonja Fortney	60 Golfview Ct	60 Golfview Ct.	Building	5/20/2022
Caleb Shield	770 S Alexander Way	New 2639 sf Ranch w. 3 Car Garage	Building	5/23/2022
Dahnovan Builders LLC	1182 Dahnovan Dr	Two-story townhome with two stall garage	Building	5/20/2022
Dahnovan Builders LLC	1180 Dahnovan Dr	Two-story townhome with two stall garage	Building	5/20/2022
Dahnovan Builders LLC	1178 Dahnovan Dr	Two-story townhome with two stall garage	Building	5/20/2022
Dahnovan Builders LLC	1172 Dahnovan Dr	Two-story townhome with two stall garage	Building	5/11/2022
Dahnovan Builders LLC	1170 Dahnovan Dr	Two-story townhome with two stall garage	Building	5/11/2022
Dahnovan Builders LLC	1168 Dahnovan Dr	Two-story townhome with two stall garage	Building	5/11/2022
Dahnovan Builders LLC	1176 Dahnovan Dr	Two-story townhome with two stall garage	Building	5/20/2022
Dahnovan Builders LLC	1166 Dahnovan Dr	Two-story townhome with two stall garage	Building	5/11/2022
Golfview MHC	257 Golfview Ct	257 Golfview Ct. North Liberty, IA 52317	Building	5/19/2022

Paul Stein	1410 Jordan St	Dental office	Building	5/13/2022
Ryan Abraham	1117 Kaiser St	New Zero lot line	Building	5/5/2022
Caleb Shield	795 River Bend Ln	New Zero Lot Line	Building	5/19/2022
Caleb Shield	793 River Bend Ln	New Zero Lot Line	Building	5/27/2022
Caleb Shield	708 S Alexander Way	New Ranch Style Home	Building	5/11/2022
Caleb Shield	792 Oak Terrace Ave	New ranch style duplex	Building	5/18/2022
Caleb Shield	790 Oak Terrace Ave	New Zero Lot Line	Building	5/18/2022
Arlington Development	405 N Juniper St	Single Family Construction	Building	5/11/2022
Dahnovan Builders LLC	1195 Exchange St	New townhome	Building	5/10/2022
Dahnovan Builders LLC	1185 Exchange St	New townhome	Building	5/10/2022
Dahnovan Builders LLC	1175 Exchange St	New townhome	Building	5/10/2022
Sharp Investment Properties	1195 Ogden Ln	SFH	Building	5/3/2022
Taylor Jacobsmeier	155 Bayberry Ln	2022 Rental Permit	Residential Rental	5/12/2022
D. R. Horton LLC	1310 Chipman Ln	New residential construction	Building	5/5/2022
Caleb Shield	755 S Alexander Way	New Multi Level w. 3 Car Garage	Building	5/9/2022
D. R. Horton LLC	1350 Morrison St	New residential construction	Building	5/24/2022
Dream Builders of Iowa	1245 Salm Dr	New Construction of a 1565 sq ft ranch with 1017 sq ft finished	Building	5/12/2022
D. R. Horton LLC	1440 Morrison St	New residential construction	Building	5/24/2022
D. R. Horton LLC	1460 Morrison St	New residential construction	Building	5/24/2022
Caleb Shield	797 River Bend Lane	New Zero Lot Line	Building	5/2/2022
Bi-State Contracting	1249 Vintage Lane	Single Family Home	Building	5/24/2022
Bi-State Contracting	1247 Vintage Lane	Single Family Home	Building	5/24/2022
Bi-State Contracting	1245 Vintage Lane	Single Family Home	Building	5/23/2022

Robson Homes Inc.	1115 Harrison Street	New single family dwelling	Building	5/12/2022
Scallon Custom Homes	1200 Salm Drive	New Single Family Dwelling	Building	5/18/2022
Rempel Construction and Cabinets Inc.	1440 Salm Drive	New single family house	Building	5/16/2022
Caleb Shield	2232 Denison Avenue	2 Story 5 Plex Condos	Building	5/24/2022
Gerald Hingtgen	1390 Morrison Street	Single story with finished basement and three car garage	Building	5/4/2022
Andy Hodge	1725 Caleb Court	40 plex. Underground parking w/ 4 stories of	Building	5/20/2022
Hodge Construction	220 Adams Street	New construction townhouse	Building	5/13/2022
Hodge Construction	210 Adams Street	New construction townhouse	Building	5/13/2022
Hodge Construction	200 Adams Street	New construction townhouse	Building	5/13/2022
Tommy T. Le	891 Karisa Lane	2022 Rental Permit	Residential Rental	5/9/2022
Justin Cohanin	60 Cherry Court Unit 4	Moved to permit 2616 with other units	Residential Rental	5/23/2022
Justin I. Cohanin	40 Cherry Ct #4	2022 Rental Permit	Residential Rental	5/23/2022

Total Records: 54

Code Compliance Report

05/01/2022 - 05/31/2022

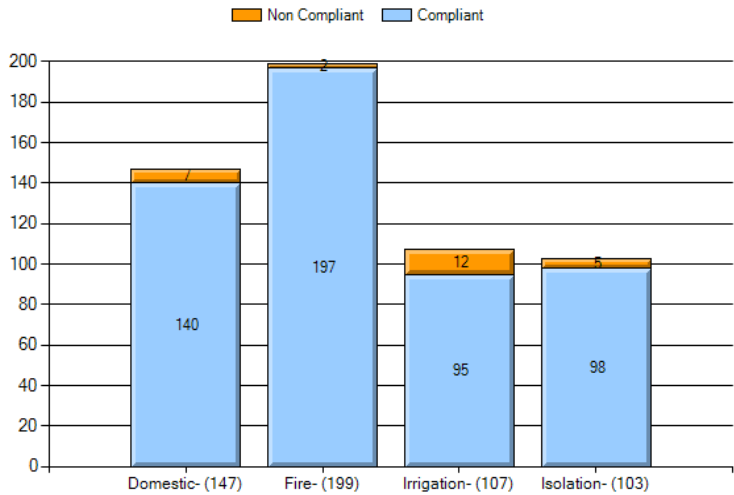
Case Date	Case #	Status	Complaint	Reporting Code
5/11/2022	20220110	Closed	past due annual backflow preventer test report	Building Code
5/11/2022	20220111	Open	past due annual backflow preventer test report	Building Code
5/11/2022	20220112	Open	past due annual backflow preventer test report	Building Code
5/11/2022	20220113	Open	past due annual backflow preventer test report	Building Code
5/11/2022	20220114	Open	past due annual backflow preventer test report	Building Code
5/12/2022	20220115	Open	Improper Parking	Zoning Code
5/16/2022	20220116	Closed	Uncut grass	Zoning Code
5/16/2022	20220117	Closed	Uncut yard	Zoning Code
5/16/2022	20220118	Closed	Uncut Yard	Zoning Code
5/16/2022	20220119	Open	Uncut Yard	Zoning Code
5/16/2022	20220120	Closed	Uncut Yard	Zoning Code
5/16/2022	20220121	Open	Uncut Yard	Zoning Code
5/16/2022	20220122	Closed	Uncut Yard	Zoning Code
5/16/2022	20220123	Closed	Uncut Yard	Zoning Code
5/16/2022	20220124	Closed	Uncut Yard	Zoning Code
5/16/2022	20220125	Closed	Uncut Grass	Zoning Code
5/16/2022	20220126	Closed	Uncut Grass	Zoning Code
5/23/2022	20220127	Open	Uncut Grass	Zoning Code
5/23/2022	20220128	Open	Uncut Grass	Zoning Code
5/23/2022	20220129	Open	Uncut Grass	Zoning Code
5/25/2022	20220130	Open	Uncut Grass	Zoning Code
5/25/2022	20220131	Open	Uncut Grass	Zoning Code
5/25/2022	20220132	Open	Maintenance of ROW	Zoning Code

[Back](#)

Breakdown of Backflow Preventer Compliance

Utility Water System

Show All



Categories

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

Compliance	%	Compliant	Category Total
Domestic	95%	140	147
Fire	99%	197	199
Irrigation	89%	95	107
Isolation	95%	98	103
Totals	95%	530	556

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

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

[Print Chart](#)

[View All Compliant](#)

[View All Non Compliant](#)

[View All](#)



To **Mayor, City Council, Communications Advisory Commission**
CC **City Administrator Ryan Heiar**
From **Communications Director Nick Bergus**
Date **June 8, 2022**
Re **Communications Staff Report**

City Slate

In May, we assisted with marketing and execution of several events, including the library's Free Comic Book Day on May 7, the public works showcase Remarkable Rigs on May 14 and the second annual Playground Crawl on May 21. These events attracted more than 1,300 estimated participants.

We also spent time planning for a very full June, which will include 11 different events including Ranshaw House Concert Series (June 3, 10, 17 and 24 plus dates in July), Free Fishing with TAKO (June 4), Let Love Fly (June 4), Free Swimming Lessons (June 9), Swimming Storytime (June 17), Freedom Roll (June 24), Children's Concert (June 24) and the Great American Campout (June 25). All events on the Slate are free to attend with details available at northlibertyiowa.org/cityslate.

Blues & BBQ

As we near the return of Blues & BBQ on July 9, we spent significant time planning for the event. In May we announced our musical lineup, headlined by The War and Treaty, opened and promoted sales for Pig & Pint fundraiser, worked on electrical needs for the event and other planning and promotion. Volunteer opportunities and more information is available at northlibertyblues.org.

Neighborhood Ambassadors

We hosted our quarterly meeting on May 19, which featured Mayor Hoffman and City Administrator Heiar offering insights into the way city administration works, as well as a mock city council meeting with roll-playing from various ambassadors. We provided support for various neighborhood initiatives, including start-of-summer gatherings.

Welcoming America

Micah attended Welcoming American's annual gathering, or "interactive," with Angela McConville as part of the Rural Welcoming Initiative, held in Charlotte, NC. The initiative will have a presence at Let Love Fly and be integrated into other programs as appropriate, as well as inform best practices for being inclusive of immigrants throughout

our community with work such as improving language access. Look for Welcoming Week work in September.

Other Items

Staff represented the city with Welcoming America, in the Business Partnership's Community Leadership Program and other local initiatives and non-profits.

We produced City Council meetings and submitted them to the Iowa City government channel.

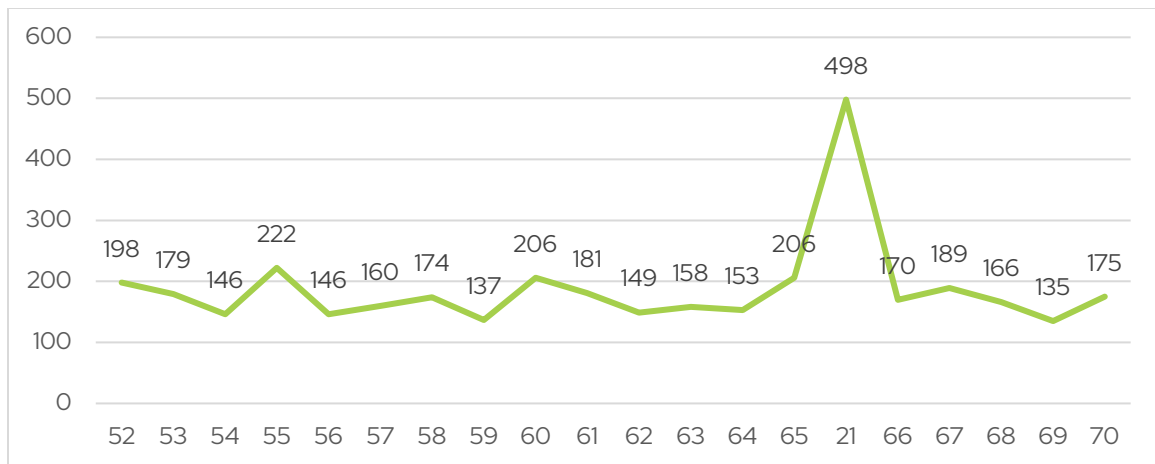
We posted news releases about projects, the coming pool season, City Slate events, good neighbor meetings, grant opportunities, recreation programming and more.

Completed Videos

Title	Requested By	Completed	Duration
Planning and Zoning Commission	Administration	May 3	0:32
Blues & BBQ headliner promo	Communications	May 3	0:01
Agency Spotlight: Free Med	Library	May 5	0:08
Parks & Recreation	Administration	May 5	0:52
Summer Reading Program	Library	May 9	0:02
City Council	Administration	May 10	0:26
Library Board of Trustees	Administration	May 16	0:54
Fire Simulation	Fire	May 16	0:52
GNM: Morrison	Planning	May 17	0:37
Social: Remarkable Rigs	Communications	May 18	0:01
Social: PanAmerican Steel Band	Library	May 18	0:01
Neighborhood Ambassadors	Communications	May 23	1:28
City Council	Administration	May 24	1:16
Mid-Slate Highlights	Communications	May 25	0:02
Eye on: Forestry	Communications	May 26	0:04
Agency Spotlight: Iowa Legal Aid	Library	May 31	0:10
Total completed productions: 16	Duration of new video: 7.4 hours		

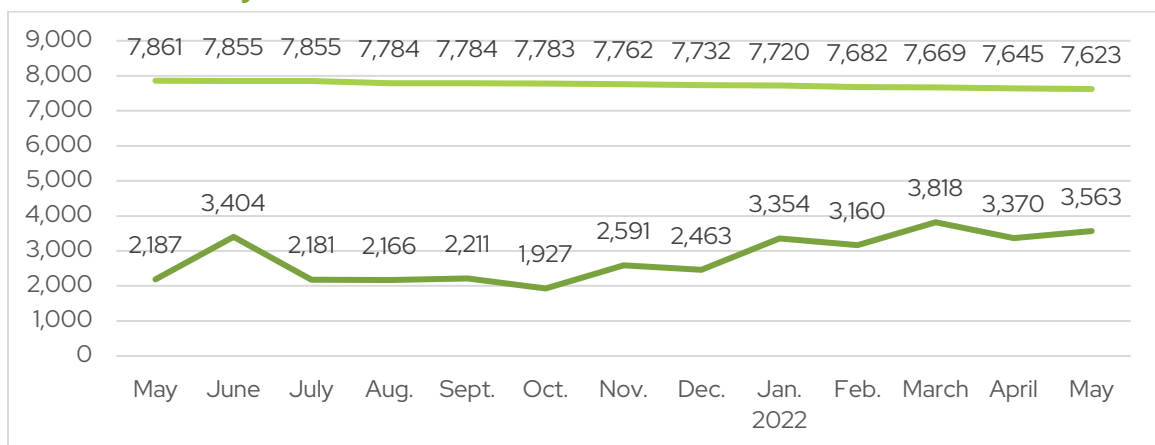
52317 Podcast

Episodes release every three weeks and can be found at northlibertyiowa.org/52317.



Downloads is the number times the podcast file was downloaded to a player, including a podcast client, webpage-embedded player or other device since its publication. Numbers are as reported by service provider LibSyn as of the date of this report. **Episodes** 70: Johnsy's Liquor; 69: Vertronic Aerospace; 68: North Liberty Coralville Softball Baseball; 67: Soiree; 66: Illuminate; 21: Heyn's; 65: LaLa Boutique; 64: Kirkwood Workplace Learning Connection; 63: Leash on Life; 62: Chomp Delivery; 61: Speedy Mike's Carwash; 60: Flip Salon & Spa; 59: Rock Valley Physical Therapy; 58: NASA; 57: Animal Kingdom; 56: Concha Audiology; 55: Silver Rooster Tattoo; 54: Aero Performance and Physical Therapy; 53: Beathe; 52: Meadowlark Psychiatric Services; 51: Psychiatric Associates; 50: Letter B;

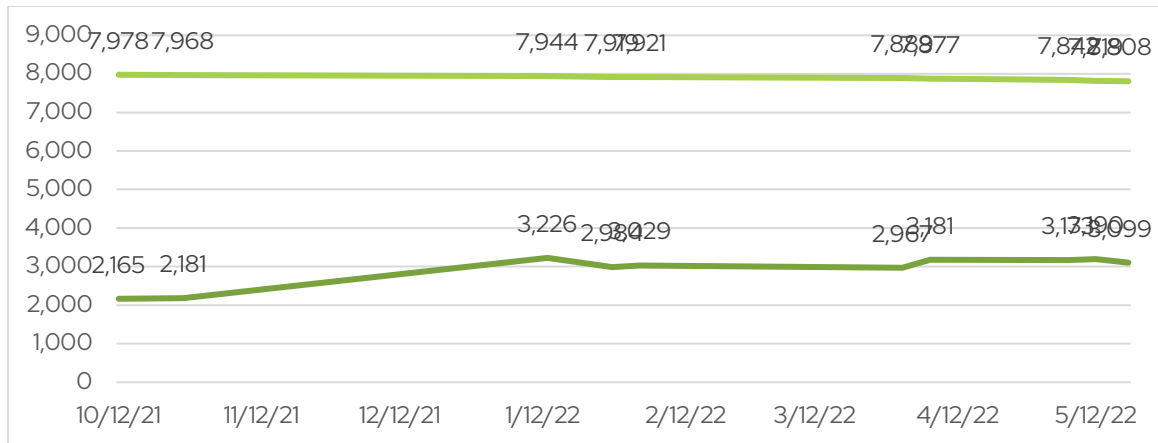
North Liberty Bulletin Email Newsletters



Recipients is the number of email addresses to which an issue of the Bulletin was sent and is represented by the top line. **Opens** is the number of unique recipients who opened the Bulletin and is represented by the bottom line; the standard open rate for government is 25.4%. Numbers are as reported by service provider Mailchimp. **Subject lines** May: Taking time for two wheels; April: Mud, trash and poop season; March: The Thaw; Feb: Save the dates; Jan: Tomorrowland; Dec: Conspiring, to eat cookies, by the fire; Nov: Not sure you know how psychologically healthy that actually is; Oct: Pumpkin spice spooky decorative gourd season; Sept: My fall plans vs; Aug: Summer send-off 🍷 July: My dog hates fireworks; June: Magical world of normal-ism; May: It's no walk in the park

Know Before You Go Emails

These emails focus on free, large-scale community and leverage the city's email list. It is a key marketing channel for City Slate events.



Recipients is the number of email addresses to which an issue of the Bulletin was sent and is represented by the top line. **Opens** is the number of unique recipients who opened the Bulletin and is represented by the bottom line; the standard open rate for government is 25.4%. Numbers are as reported by service provider Mailchimp. **Events:** Moonlight Walk; Haunted Happenings; Lighthouse in the Library (Jan.), Fire & Ice; Ice Fishing with TAKO; Kites for Kids Festival; Shed Hunt with TAKO and Bunny Clue Trail

Website Statistics

Month	Sessions	Users	Pageviews
May 2022	25,781	19,174	48,930
April 2022	27,396	20,578	52,648
March 2022	25,815	19,113	49,629
Feb 2022	22,876	16,286	41,437
Jan 2022	26,218	20,351	47,444
Dec 2021	17,011	13,056	33,502
Nov 2021	20,196	15,122	39,415
Oct 2021	17,041	13,190	32,858
Sept 2021	22,849	14,800	44,285
Aug 2021	29,557	21,990	54,762
July 2021	32,559	24,967	63,686
June 2021	22,840	19,955	64,284
May 2021	24,221	17,537	49,636

Sessions is the number of time-bound user interactions with the website. **Users** is the number of unique devices loading the site in that month. **Pageviews** is the total number of pages loaded or reloaded. All stats are monthly.

Social Media

Month	Facebook		Twitter		Instagram	Nextdoor
	New likes	Reach	New follows	Impressions	Followers	Members
May	122	33,811	23	17,700	2,712	5,585
April	57	37,226	-11	17,500	2,667	5,531
March	62	47,317	22	19,500	2,648	5,497
Feb	47	47,939	17	18,100	2,620	5,448
Jan 2022	139	209,293	7	40,500	2,600	5,411
Dec	32	19,971	11	23,500	2,575	5,383
Nov	14	20,182	9	30,400	2,570	5,361
Oct	50	35,617	2	20,600	2,537	5,279
Sept	60	26,516	11	21,900	2,521	5,237
Aug	59	26,710	15	40,100	2,497	5,178
July	80	21,523	3	34,600	2,471	5,114
June	72	25,066	-4	45,400	2,456	5,076
May	73	23,940	-19	42,200	2,418	5,018

Facebook new likes is the net number of new users following the city's Facebook page; it does not include new *followers*. **Facebook reach** is the number of unique users who saw any of the city's Facebook content, reported on a 28-day period. **Twitter new follows** is the net number of new users following the city on Twitter. **Twitter impressions** is the total number of times a tweet from the city was shown to a user. **Instagram new follows** is the net number of new users liking the city's Instagram account. **Nextdoor members** is the number of verified North Liberty residents who are users and able to receive our agency messages.



TO: City Administrator and City Council
FROM: Jennie Garner, Library Director
DATE: June 9, 2022
SUBJECT: Monthly Library Report

Library News

I mentioned last month that library staff and a board member have been working on a new strategic plan. That plan has been submitted to the State Library to complete the North Liberty Library's state accreditation renewal. It's most definitely a working document and we're very proud of it. I've included the full plan at the end of this report.

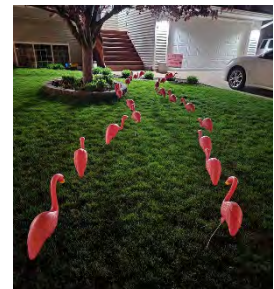
As you'll see from the strategic plan, much of our work centers on creating a place of inclusion and belonging to welcome all community members. Our goal with our collection and embedded in our programming is to provide windows and mirrors for patrons in which they can see reflections of themselves but also experience a broader view of the world far-reaching our small Iowa community.

The Library staff hosted a popular button-making booth at the Let Love Fly Giant Kite event. People could choose from buttons with their pronouns on them or color their own. It's truly gratifying to see our community come together in inclusivity. Additionally, the staff was involved in the Playground Crawl held in May. The City Slate is such a wonderful opportunity for city staff to collaborate and raise visibility.

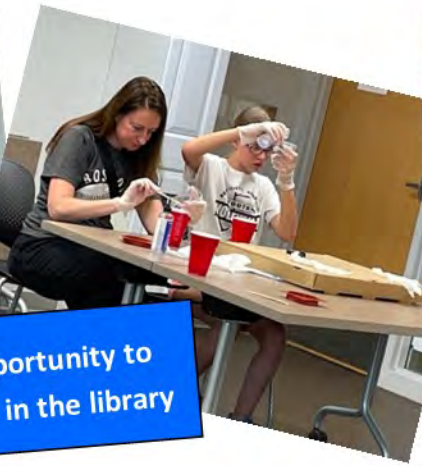


As you likely remember, the North Liberty Library received the Family Place Libraries designation in late 2019 and our launch was set for spring 2020. As with so many activities, the pandemic meant a delay to that launch. Today, we've have completed the set up for our open play space in the Gerdin Learning Center where parents and our youngest patrons can spend time whenever the library is open.

Another successful Flamingo Flocking in May added over \$1000 to the North Liberty Library Friends Endowment with the Johnson County Foundation. This event has become a favorite; we now have patrons asking about it in early spring every year.



Keep scrolling for program highlights and the NLL Strategic Plan



Adults and teens had an opportunity to make resin art suncatchers in the library



The tweens had a blast making slime with Dani and Kayla

150 patrons showed up for the Free Comic Book Day event at the library





To **Mayor and City Council**
Parks and Recreation Commission
City Administrator

From **Guy Goldsmith, Director of Parks, Building and Grounds**

Date **June 1, 2022**

Re **Monthly Report**

We performed various building maintenance tasks as needed this month. We installed 3 bronze plaques on the Ranshaw house to boast the history of the house.

We maintained equipment as needed this month performing preventative maintenance and making repairs to ball field maintenance, mowing, trimming, and landscaping equipment.

We continue to pick up park/trail trash receptacles and pet waste stations as needed this month. Usage remains high due to residents getting out and utilizing our parks system.

We continue to maintain ball fields and facilities. Fields have been very busy during the week and on weekend with scheduled tournaments. Our sports field maintenance team continues to provide weekly field maintenance as well as soccer field maintenance and line painting.

Mowing and trimming continues to be a majority of our responsibilities. The abundance of rain and cooler temperatures has made for an idea growing season. We continue to mow approximately 275 acres weekly and some areas require a second weekly mowing.

Much staff time was spent on landscape maintenance this past month. This is the time of the year when weed pressure in our landscape areas require additional time and effort to maintain. The 92 planter boxes at Liberty Centre Pond have been planted with flowers and hand watered daily.

We had a small fish kill at Fox Valley Pond. It was determined to be a natural occurring fish spawning disease. Staff spent half of a day cleaning up the dead fish.

I attended multiple meetings with Shive Hattery this past month. May 12th City Admin building construction plan review. May 19th future Penn Meadows Park north parking lot improvement project. May 25th Centennial Park Pavilion & Splash Pad Design discussion. Also attended Ranshaw Way Progress meetings & Dubuque Street progress meetings.

Park staff completed additional training requirements through Target Solutions as well as IAMU chainsaw and backhoe training on May 10th.

We met with Shive Hattery to discuss Ranshaw Way pedestrian tunnel aesthetic wall additional application of an anti-graffiti clear coating.

The Centennial Park Loop Road project is nearing completion. Our hopes for a well-established turf ahead of Blue & BBQ in July is looking very promising. We have had adequate moisture to push it along. The project area was seeded on April 29th.

I would like to thank Liberty High school students and their instructor on the construction of a new storage shed located at the Babe Ruth ball field. Materials for the shed were donated by Mike Bails and our City baseball club, NLCBS.

I would like to thank Heritage Christian School and students for their service work completed in our parks on May 13th. Students & teachers assisted Parks Staff with mulching trees at Penn Meadows Park, Centennial Park & Quail Ridge Park. They distributed 80 cubic yards of mulch around 300 trees. Much appreciation goes out to the students & teachers for their service day of work.

We installed the Liberty Centre Pond fountain and completed preventive maintenance to the waterfall area.

Parks staff completed preventive maintenance to the Penn Meadows Splash Pad in preparation of the Memorial Day Opening. Everything is working great.

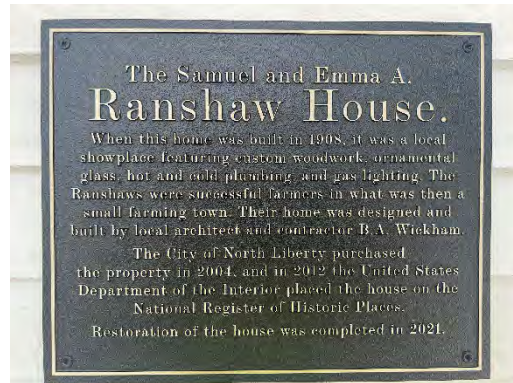
We power washed a few of Park monument signs. We will continue as time permits.

Parks staff participated in the Remarkable Rigs event on May 14th. The kids enjoyed sitting on the equipment. We all had a great time showcasing our equipment.

Parks staff inspected our playground areas in preparation of the Playground Crawl event held on May 21st.

Planning and preparation continue for the July 9th Blues & BBQ celebration.

Our search for seasonal employees has been much better this past month. We hired three new employees.



Bronze plaques installed on the Ranshaw House.



92 planter boxes planted with annual petunias at Liberty Centre Pond.



Fish kill at Fox Valley Pond.



Ranshaw Way pedestrian tunnel anti-graffiti clear coat application by contractor.



Turf grass establishment at Centennial Park.



Liberty High Students constructed a new storage shed at Penn Meadows Park Babe Ruth field.



Heritage Christian School students "Service Day of Work" mulching trees in our Parks.



Liberty Centre Pond fountain start-up for the season.



Splash pad start-up for the season.



Park signs, power washing.



Parks Department staff & equipment at the "Remarkable Rigs" event at Centennial Park.



North Liberty Police Monthly Report May 2022

Training:

- Members attended monthly Canine, Bomb Squad, Tactical Team, and Dive team (64 hours)
- The 2 newest officers attended the week-long CIT training course for Johnson County. All officers have been through this training (80 hours)
- All officers attended bi-annual range and defensive tactics training at the Cedar Rapids range. Prior to the training, all officers reviewed the Use of Force Policy online. This is taught by NLPD instructors. (232 hours)
- One officer attended the Bomb Team Commanders National Conference. This is required to be the Johnson County Metro Bomb Squad team commander (40 hours)
- Chief and the Lieutenant attended the Iowa Police Chief's Association annual leadership conference in Coralville. (48 hours).
- 2 Sergeants attended supervisor training for the latest Back the Blue bill changes for internal affairs investigations with Daigle Law Group, hosted at the Chief's conference. (8 hours)
- Chief attended an online class on Iowa records and retention policies. (6 hours)
- A Sergeant attended a mass hazardous tabletop training exercise at the bulk tanks located north of town. (Buckeye Terminals). (3 hours)

Traffic Contacts	436
Parking Contacts	20
Vehicle Inspections	16
Vehicle Unlocks	28
Crash Investigations	24
Public Assists	413
Assist other Agency	145
Crimes Against Persons Report	11
Crimes Against Property Report	22
Other Reports	24
Arrests	24
Warrants	7
Alcohol/Narcotics Charges	11
Crimes Against Persons Charges	5
Crimes Against Property Charges	3
Other Charges	13
Animal Calls	64
Total Calls for Service	2185
*Total Calls for Service for the year	9205

Public Relations:

- Officers worked private events at Green State Credit Union and area prom parties.
- Officers showed off a patrol car at the Remarkable Rigs event at Centennial Park for the summer slate programming. Pictures provided by NL Communications.



- We assisted NLFD with an apartment fire. Officers drug hoses, managed a nozzle or two, handled traffic, taped the area off and flew the drown to help identify hot spots. Two of the officers have firefighting experience and was a team effort.



- PD was involved in the playground crawl for the Summer Slate programming. We had a dive team member attend, along with a canine demonstration. Pictures provided by NL Communications.



- We completed 3 Child Safety Checks this month.
- A member with the Johnson County Honor Guard attended and presented the flags for the Iowa Police Chief's Conference in Coralville.
- We had over 100 2nd graders from Garner Elementary come to the PD for a tour.

Equipment:

- We updated and got the speed trailers and feedback signs out. These are moved around neighborhoods and parks.
- The new Trek police Electric-bicycle was received. We have been waiting for over a year to receive this item. Bike patrol officers will train and start to use this bike for patrol.

Enforcement/Crime:

- We had 10 vehicles windows broken and purses taken from front seats at Penn Meadows Park during a Friday evening soccer match. We do not have any witnesses but believe this is the work the Felony Lane Gang. They move across the US hitting recreational areas, gyms, and school lots looking for purses. Then they cash checks with the identification and checks in the purses. They also attempt to use the credit cards. The individuals are usually not from Iowa. We do ask that people lock their cars, remove their keys and hide anything of value from public view.
- We declared two dogs (from 275 Heritage Drive) to be dangerous from a dog bite incident. The owner has reported the dogs have been removed from the city limits.

Department Admin:

- We have a new unpaid intern from the University of Iowa for 150 hours for her criminal justice degree program.

North Liberty Police Monthly Report Continuation --- May 2022

- We have a second unpaid intern from Iowa State University for 108 hours for his criminal justice degree.
- We were awarded a GTSB funded contract for overtime for officers for Traffic enforcement. It also allows for the purchase a radar, an in-car camera, and for the coordinator to attend the national and/or state training conference. The total grant award is \$22,900
- Two officers attended the after-action review of the Fire at a North Liberty Apartment Complex.
- Met with Dr. Barnum for the traffic study preliminary results. The great news is we are not disproportionate on the outcome of the stops like for arrest, search, citations, warnings. 70% of all of the arrest were nondiscretionary charges like driving while revoked or barred, and warrants for their arrest. We have a contract for another year of the traffic stop study to see if we are consistent with the numbers and the outcomes of the stops.



- Two new officers were sworn in by the mayor.
- The Johnson County Sexual Abuse Guidelines were updated and provided to all North Liberty Officers.
- The domestic abuse, sexual assault, and records release policies were updated with legislative changes.
- Alisha is working on compiling data and information for a Federal COPS grant. We would use this funding to support the need/hiring for a Cybercrimes investigator to help the Johnson County Cybercrimes team (JFACT).

Respectfully Submitted by Chief Diane Venenga and Alisha Ruffcorn 6/8/2022



To **Park & Recreation Commission Board Members**
CC **Mayor, City Council, City Administrator**
From **Shelly Simpson**
Date **May 31, 2022**
Re **Monthly Report – May 2022**

Building maintenance projects are closing in on punch list items and conclusion. Can't wait until the pool water heaters & roof gas lines are off my desk. T&K Roofing was awarded the bid to perform our roof replacement project and I will share the timeline once determined. While we are on maintenance issues, we began outdoor pool operations and discovered major water loss. American Leak Detection was called on site to test both pools. Outdoor pool trouble spots included joint caulking and link seals in bottom of deep end. These were unable to be replaced or fixed so we had Randall Waterproofing out to inject/stop leakage. Re-fill for third time is holding and opening day is set for Sat., June 4. Indoor pool has a valve and link seal in surge pit needs replaced in which we are planning a time for shut down to complete this work. I assisted with the Playground Crawl - a City Slate Event held at five local parks.

Recdesk Database:

Reviewing our Recdesk database; we have 10,795 residents (63%) and 6,366 non-residents (37%) totaling 17,161 individuals. Increase of 325 from last month.

Aqua Programs:

Aqua classes continue to show a strong return in participation. This session had approximately 98 registered participants, plus daily drop-ins. Arthritis Aqua, Aqua Zumba, Aqua Bootcamp and Easy Does It had the most attendance. Aqua Program revenues totaled \$1,748.50.

Swim Lessons:

Swim lessons will resume in June. Swim lesson revenues totaled \$4,056.50

Leagues/Sports:

Youth baseball/softball programs are run through NLCBS, using city fields.
Tennis lessons will begin in June; sport/Leagues revenues totaled \$1,440.

BASP: Before School – 13; After School – 42 participants; This month, BASP revenues totaled \$13,500. This time of year we usually lose a few of our older kids and prepare for Summer Camp weeks which begin in June.

Classes/Programs:

Fitness aerobic classes continue. We had approximately 17 registered participants, plus daily drop-ins. Body Blast, Body Sculpt, Cardio Pump and Senior CBS continue to be mainstays. We have some new yoga classes beginning in June.

Tippi Toes Dance classes will begin in June. Approximately 40 participants are enrolled for Baby Ballet, Ballet Tap Jazz, and Hip Hop Jazz.

Senior Connections Lunches, continued this month on Fridays with 83 meals provided.
Classes/Programs revenue totaled \$4,607.75

Pools:

As mentioned in summary, we are assisting Ben and other part-time staff with pool operations as Ashley remains on maternity leave until June. We continue to do our best in meeting various needs of lap swimmers, water fitness classes, open swim time and swim lessons in the Indoor Pool. We had some leak issues in Outdoor Pool and opening day is June 4th. This month, Season Pool Pass revenues totaled \$6,395

Daily Pool Fees totaled \$2,532

Pool Rentals totaled \$1,875

Concessions revenues totaled - \$0.

Weight & Exercise Area / Track:

This month; Weight fee revenues totaled - \$8,465.79; Split membership revenues totaled \$6,485.

Active memberships for the month was 2,481.

Point of sale transactions for month was 1,117.

Gymnasiums:

This month; Gymnasium Rental revenues totaled \$503.50

Rentals:

This month; Community Center Rental revenues totaled \$3,829; Shelter rental revenues totaled \$310; Field Rental revenues totaled \$3,990.25

Revenues:

Revenues (May) totaled \$60,442.29

Special Events:

Playground Crawl, May 21 – I assisted with this City Slate event which was held at 5 local parks.

Additional Reports: Recdesk Monthly Revenue, Dashboard Summary, Membership Summary and Organizational Activity.

Revenue By Period - GL Account Summary

Start Date: 5/1/2022 12:00 AM End Date: 5/31/2022 11:59 PM

Payment Methods: CA, CK, CC, IC, EC, CR

User(s)/Cashier(s): - All -

Regular Revenue

		DEBITS									CREDITS	
**Gross	**Net	Cash	Check	CC (Gross)	CC (Net)	ACH (Gross)	ACH (Net)	Internal CC	Acct Credit	Other	Refunds	Other
000 - Household Credit Account												
714.00	714.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,563.25	0.00	-1,849.25
001-0000-4310-01 - Pool Rentals												
1,875.00	1,815.00	0.00	125.00	2,000.00	1,940.00	0.00	0.00	0.00	0.00	0.00	-250.00	0.00
001-0000-4310-02 - Community Center Rentals (Room Rental)												
3,829.00	3,766.21	552.50	1,184.00	2,092.50	2,029.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00
001-0000-4310-03 - Gymnasium Rentals												
503.50	496.90	0.00	283.50	220.00	213.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00
001-0000-4310-04 - Shleter Rental												
310.00	301.45	20.00	0.00	285.00	276.45	0.00	0.00	0.00	30.00	0.00	-25.00	0.00
001-0000-4310-05 - Field Rentals/Tennis Courts												
3,990.25	3,856.26	0.00	246.50	4,466.25	4,332.26	0.00	0.00	0.00	1,400.00	0.00	-2,122.50	0.00
001-0000-4500-10 - Weight Fees												
8,465.79	8,270.43	2,116.00	0.00	6,512.00	6,316.64	0.00	0.00	0.00	15.00	0.00	-177.21	0.00
001-0000-4500-11 - Class/Programs												
4,607.75	4,477.10	594.00	0.00	4,350.00	4,219.35	0.00	0.00	0.00	15.00	0.00	-351.25	0.00
001-0000-4500-12 - League Fees												
1,440.00	1,394.85	0.00	0.00	1,482.50	1,437.35	0.00	0.00	0.00	87.50	0.00	-130.00	0.00
001-0000-4500-13 - Before/After School												
13,500.00	12,951.04	0.00	0.00	18,298.75	17,749.79	0.00	0.00	0.00	171.25	0.00	-4,970.00	0.00

Revenue By Period - GL Account Summary

Start Date: 5/1/2022 12:00 AM End Date: 5/31/2022 11:59 PM

Payment Methods: CA, CK, CC, IC, EC, CR

User(s)/Cashier(s): - All -

001-0000-4500-19 - Season Pool Pass												
6,395.00	6,204.73	0.00	0.00	6,342.25	6,151.98	0.00	0.00	0.00	52.75	0.00	0.00	0.00
001-0000-4500-20 - Daily Pool Fees												
2,532.00	2,487.51	1,049.00	0.00	1,483.00	1,438.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00
001-0000-4500-21 - Swim Lessons												
4,056.50	3,922.21	255.00	60.00	4,472.00	4,337.71	0.00	0.00	0.00	63.75	0.00	-794.25	0.00
001-0000-4500-22 - Aquatic Program/Classes												
1,748.50	1,698.90	305.50	0.00	1,651.00	1,601.40	0.00	0.00	0.00	9.00	0.00	-217.00	0.00
NONE - Unassigned												
-10.00	-10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-10.00	0.00
Split - Membership - Black & Gold												
6,485.00	6,290.45	0.00	0.00	6,485.00	6,290.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60,442.29	58,637.04	4,892.00	1,899.00	60,140.25	58,335.00	0.00	0.00	\$0.00	1,844.25	2,563.25	-9,047.21	-1,849.25

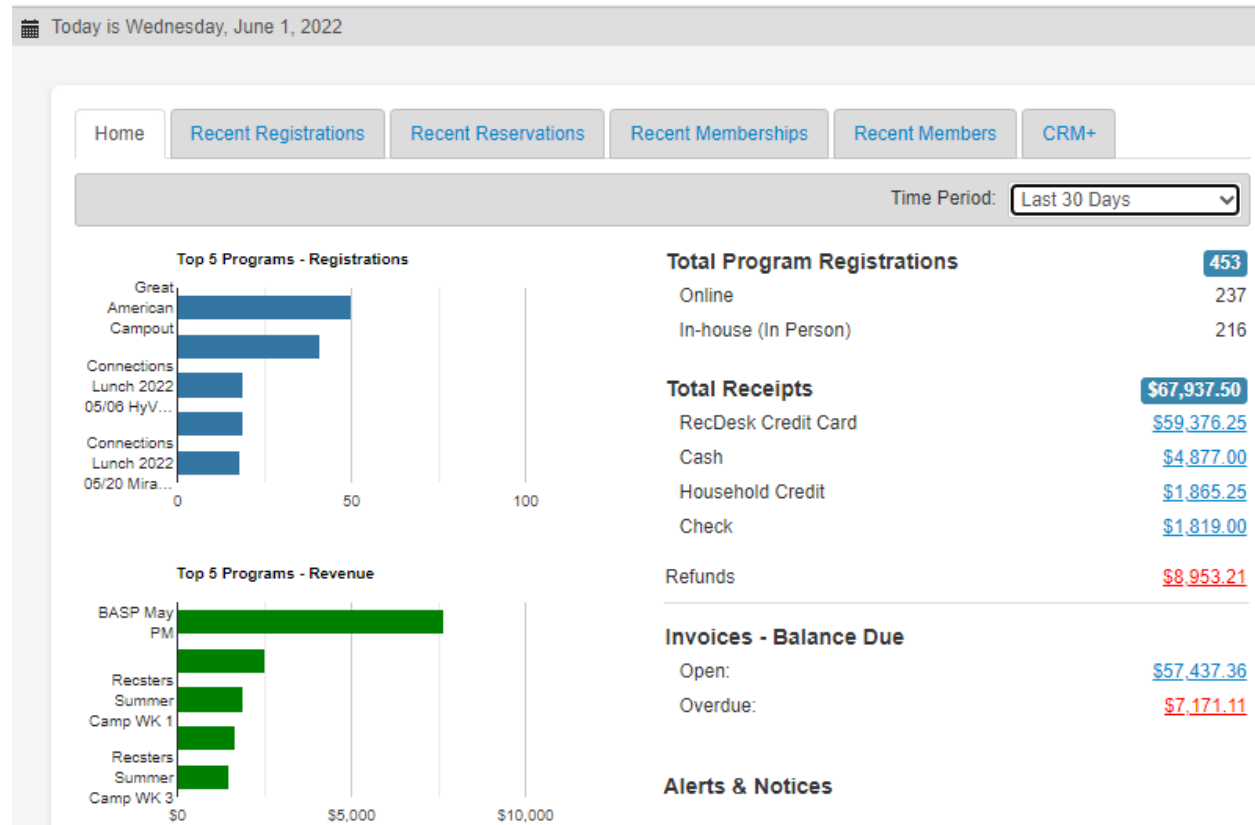
** Difference between GROSS and NET calculation is that NET uses CC (Net) value instead of CC (Gross) value

Sales Tax

		DEBITS									CREDITS	
**Gross	**Net	Cash	Check	CC (Gross)	CC (Net)	ACH (Gross)	ACH (Net)	Internal CC	Acct Credit	Other	Refunds	Other
		0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	0.00		0.00

** Difference between GROSS and NET calculation is that NET uses CC (Net) value instead of CC (Gross) value

Dashboard Summary; May 2022:



Membership Counts; May 2022:

Membership Counts (By Period)

Time Range: Last Month

From Date: 5/1/2022

To Date: 5/31/2022

Summary By Month

	May, 2022
New Primaries	200
All New	231
Primary Renewals	74
All Renewals	100
Active Primaries	1809
All Active	2481

Organization Activity; May 2022:

Organization Activity

From 5/2/2022 to 6/1/2022

	Registrations	Reservations	Memberships	Check-Ins	Profiles Created	POS Transactions
All	396	63	401	4500	362	1117
Resident	249	33	291	3197	195	
Non-Resident	147	28	110	1303	167	
No Residency Set	0	0	0	0	0	
Demographics						
< 18	237	0	118	423	145	
18 - 65	55	59	238	2777	201	
65+	104	1	45	1300	16	
Male	168	24	227	2833	137	
Female	228	37	174	1667	222	
Other Genders	0	0	0	0	3	
Online vs In-House						
Online	234	0	30	N/A	260	
In-Person	162	61	371	N/A	102	



To **Mayor and City Council**
CC **City Administrator Ryan Heiar**
From **Street Superintendent Michael Pentecost**
Date **June 1, 2022**
Re **Street Department Staff Monthly Report for May**

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

- Locating of City Utilities (569 job tickets) ongoing
 - a. This is an increase of 35% from May 2021
- Continued animal control services (7 responses to animal issues)
- Cemetery plot locates (5 in total)
- Projects/Meetings
 - a. Ranshaw Way Phase 5
 - i. Project at 85% complete
 - ii. Finish grading, electric install, trail/sidewalk prep and tie-ends, road median planting work continue, and tunnel painting and prep for aesthetics
 - iii. Bi-weekly progress meetings continue
 - b. Dubuque St
 - i. Phase 1, 2, and 3 completed (some final grade work to do)
 - ii. Traffic patterns change to phase 4 work
 - iii. Project at 25% complete
 - iv. Storm sewer installation
 - v. Sanitary sewer installation
 - vi. Water main installation
 - vii. Street removals
 - viii. Weekly progress meetings held
 - c. North Jones Blvd extension
 - i. Pre-con meeting held
 - ii. Project at 4% complete
 - iii. Utility conflicts with Mediacom causing some delays
 - iv. Contractor working on sanitary and grading work
- City staff and contractors have worked with all property and business owners affected by these projects to minimize the amount of disruption for each
- Traffic Controls Committee meeting to discuss various complaints and requests for changes/installation of signage and incidents
 - i. Responses returned to requested individuals of committee decisions made
- Construction Plan Review group meeting to discuss recent submittals

- Completion of street sweeping
 - a. All material will be hauled to Iowa City Landfill
 - b. Totals will be provided in June report
- Installation and repair of various street signs
- Prep location in street building for new sign making equipment
- Converted the last 2 snowplow trucks with equipment to provide material usage data for managerial controls and budget planning/usage purposes
- Staff conducted monthly safety inspections for all street equipment and buildings
- Staff conducted monthly warning siren testing in all 8 locations
- Service and maintenance of various equipment
- Cold patch potholes in various locations
- Staff working on mapping City fiber and electric structures to new GPS/GIS system
- Training
 - a. Chainsaw/brush cutting safety training (by IAMU)
 - b. Backhoe safety training (by IAMU)
 - c. Technology Safety training (by Target Solutions)
- Department converted to Office 365 with help of IT staff (Chris) for better IT security
- Staff participated Public Works Showcase Event at Centennial Park on May 14th
- Delivery and pick up of cones and barricades for special event permits
- Traffic Signal work
 - a. Replacement of traffic detection pucks not functioning properly in various locations
- Street Repairs
 - a. Removed and replaced faulty section of Devmont Ct
 - b. W Zeller St blow-up because of extreme heat
 - i. Staff removed and replaced damaged section
 - c. Meet with contractors to place bids for repairs on W Penn St and Juniper St/Ct intersection
- Sanitary Sewer
 - a. Routine cleaning, inspection, and maintenance of system
- Storm Sewer
 - a. Stump grinding and restoration in tree removal locations
 - b. Grading, seeding, and matting of storm sewer repair locations from last fall and this spring
 - c. Investigation work in various storm issue locations to determine method of repairs



Ranshaw Way tunnel aesthetic treatments



Concrete repairs by staff



To **City Council, Mayor and City Administrator**
From **Drew Lammers**
Date **June 1, 2022**
Re **May 2022 Water Pollution Control Plant (WPCP) Report**

1. All scheduled preventative maintenance at the plant and lift stations was completed. Staff stayed very busy with numerous operational jobs throughout the month.
2. This month's staff safety meeting was on Excavation, Trenching, and Shoring. Staff completed target solutions online training as well as reviewed safety training topics as a group.
3. Operators attended the IAWEA Region 6 conference in Iowa City.
4. Staff participated in the Remarkable Rigs event at Centennial Park on Saturday May 14th. The wastewater department displayed confined space rescue equipment, a submersible lift station pump, and a laboratory testing station for the community to participate in.
5. WPCP dept. completed all spring membrane recovery cleans. Each train was drained, cleaned by rinsing with firehoses, and soaked overnight in heavy doses of acid then chlorine. Membrane performance tracking showed improvements in train production and efficiency, typical results following effective recovery cleans.
6. Staff spent several days cleaning all lift station wet wells and inspecting all related equipment. All submersible pumps were pulled, fluids were changed, impeller tolerances were checked, and general pump condition was evaluated. Follow ups at each lift station will now include pump drawdown calculations to recalibrate each station's flow calculations to match any changes that may have occurred in pump performance. Flow calculations are checked bi-annually to keep accurate data for equipment performance as well as increased demand due to development.
7. Electrical contractors are working on MBR building flood repairs from the March 25th event. They are replacing conduit piping to nearly all MBR equipment that was submerged as well as removing all wiring, cleaning/drying the underground conduits, and reinstalling or replacing wiring. WPCP staff continues to assist with process and equipment adjustments as well as diagnosing areas of electrical circuits that need investigation due to several phased project changes.

Drew Lammers - WPCP Superintendent



To **North Liberty Mayor and City Council Members**
CC **City Administrator Ryan Heiar**
From **Water Superintendent Greg Metternich**
Date **June 8, 2022**
Re **Monthly Report – May 2022**

In the month of May, we treated a total of 39,216,000 gallons of water, our average daily flow was 1,265,000 gallons, and our maximum daily flow was 1,511,000 gallons. The total amount of water used in the distribution system was 1.8% lower than May 2021.

We have had a busy month with 8,963 accounts read, 24 re-reads, 229 service orders, 58 shut-offs, 46 re-connects for water service, 138 shut-off notices delivered, 49 new meter set inspections, 6-meter change outs, 9 MIU change outs, assisted 4 customers with data logging information, 69 calls for service, and 13 after hour or emergency calls. Our monthly total service work averaged 29 calls per day.

Liquid Engineering Corporation cleaned and inspected the Ground Storage Reservoir (both inner and outer tanks) and Tower II. This is the first time the Ground Storage Reservoir has been cleaned since it was put into service in 2018. These inspections are required every three years, all three tanks were in good condition no deficiencies found. After cleaning and inspections, the tanks went through a series of bacteria tests that took several days before the tanks could be returned to service.

We had several issues with our HVAC systems at the plant last month. One of the bearings on a drum roller in our large HVAC unit failed and caused damage to the shaft. The drum roller weighs 370lbs. and is in the center of the unit requiring a large amount of equipment to be removed for access. Our maintenance staff was able to support the roller and remove the shaft without removing any additional equipment. Walker Welding was able to repair the shaft, we installed new bearings and the unit was put back in service in less than one day.

Northway Well and Pump finished installing Well #6. The Well has been flushed, disinfected, bacteria tested, and put back into service.

Staff continues to work on our Lead and Copper inventory (added 372 services) and surveying curb stops to add to our GIS Mapping (715 curb stops last month) (5,715 total).

Water Superintendent
Greg Metternich



Board Meeting Minutes – May 5, 2022

Attending: Jeremy Parrish, Laura Olds, Richard Grugin, Shannon Greene, Amy Chen, Kevin Stibal, Gwen Johnson

Absent: Shelly Simpson

Others Present: Brian Motley, Tim Haier, Guy Goldsmith

1. Call to Order
2. Approve April Minutes
 - a. Motion: Laura Olds
 - b. Second: Kevin Stibal
3. Parks Report (Guy Goldsmith)
 - a. General Maintenance
 - i. Lights
 - ii. Ranch House north porch
 - iii. Outdoor Pool leak
 - iv. Equipment
 - v. Ballfield
 - vi. Landscapes around streetscapes, roundabouts
 - vii. EDB infestation in Ash trees
 - viii. Mowing
 - b. Ball season
 - i. Some tournaments began
 - ii. Weather not good for baseball so far
 - c. Prepared garden site for May opening
 - i. All plots sold for the first time
 - ii. With a waitlist, too
 - d. Muddy Creek cleanup
 - i. Thank you to all volunteers
 - ii. Annual event to pick up trash on trail
 - iii. A couple tons of trash
 - e. Storm Water board
 - i. Discuss tree grants
 - ii. Review storm water issues
 - iii. Guy sits on this board
 - f. Cedar Spring Ambassadors' Program
 - i. Ambassadors around the community
 - ii. These are the neighborhood ambassadors
 - iii. Organizing cleanup efforts
 - g. Shive Hattery for Penn Meadows North improvements project
 - i. Resurface old lot
 - ii. May expand the parking lot to the West
 - iii. May need to relocate shelter
 - h. ELLIS training for active shooters

- i. Department Heads Comprehensive Plan Workshop
 - i. Hired consultants
 - ii. To manage mobility, plan future parks/trails, housing, community service, and growth management
 - iii. Year-long project
- j. Trail inspection before April run
- k. Shive Hattery to review Ranshaw Way pedestrian tunnel
 - i. Paint the walls a color before the metal sprockets go in
- l. Dog Park
 - i. Testing deep aerator to help compaction
 - 1. Availability difficult because so costly (used 30k, new 50k)
 - 2. However, would be used for other locations
 - ii. Such heavy traffic that it kills the growth
 - 1. Lock to lower traffic to only those with permits
 - 2. Medium and small doesn't get the same traffic as the large
 - iii. Options
 - 1. Public opposition to mulch due to splinters
 - 2. All-weather artificial turf would cost too much
 - 3. Another option: turf on outside ring, ballfield sand for inside
- m. Centennial Park Loop Project
 - i. Nearing completion
 - ii. Fine-tuned grade before grass seeding
 - iii. Good establishment hoped for turf before Blues & BBQ
- n. Other progress meetings and webinars
- o. Citywide cleanup at Public Works facility
 - i. Lower number of residents participated this year
 - ii. A lot of electronics, TVs were dropped off
- p. No seasonal employee interviews
 - i. Summer 40-hour week work
 - ii. Only two applications and no responses
 - iii. Plus lost one, so back down to 4/12
 - iv. Need to be 18, driver's license, \$15 (raised \$3-4 since last week)
 - v. Competing against landscaping companies and other cities
- 4. Rec Center and Pool Report (Brian Motley filling in for Shelly Simpson)
 - a. Roof
 - i. Next week, replacing lines that go into the heater for locker rooms
 - ii. Leaks due to roof work, leading to emergency fixing, then more holes
 - iii. T&K roofing awarded bid for roof replacement, doesn't start until July
 - iv. Bid came in lower than expected so mostly covered by insurance
 - b. Registration
 - i. Numbers reported but not recited in the meeting
 - c. Events
 - i. Egg-stravaganza event
 - ii. Easter egg hunt in pool
 - iii. ALICE training for library and recreation
 - iv. Intercom doesn't work well
 - d. Leagues and Sports

- i. Canceled first week of outdoor soccer (156 participants)
 - ii. Fall session will be hybrid (between recreational and competitive)
 - iii. Junior high wants to add soccer to their program, so would transition
- e. Pool leaks
 - i. Filled outdoor pool, then started leaking a foot a day
 - ii. Illinois company coming next Tuesday to check for where the leak is
 - iii. Small leak in the indoor will be checked too
 - iv. Holding off on other pool prep activities until this is fixed
 - v. Scheduled to open the pool and splash pad on Memorial Day weekend
 - vi. Ben assisting with the prep due to maternity leave
- f. Gymnasium
 - i. Robert's gym floor is peeling, worse than Jones
 - ii. Re-sanding requires about \$15k
 - iii. Will need to get quotes
 - iv. Not budgeted, so may need to take money from elsewhere
 - v. Roberts has been sanded once before, but Jones new (replaced)
 - vi. Can be re-sanded 4 times, about 50 years for lifetime
- g. New bike repair kit
- h. Staffing issues continue
 - i. Folks leave for higher pay or other reasons
 - ii. A lot of open shifts with current staffing level
 - iii. Will need creative solutions
 - iv. Staff can't work more than 29 hours a week
 - v. Front desk needs 18+, pool is 14-17 years old for swim lessons
- 5. No new business
- 6. Board member terms expiring
 - a. Apply online by July for this commission or others in North Liberty
 - b. Jeremy Parrish reapplied
 - c. Laura moving to Charlotte, NC after graduating
- 7. Next Meeting: 2 June
 - a. Jeremy Parrish
 - b. Second (multiple)