



**North Liberty City Council
Regular Session
August 23, 2022**



City Administrator Memo



To **Mayor and City Council**
 From **Ryan Heiar, City Administrator**
 Date **August 19, 2022**
 Re **City Council Agenda August 23, 2022**

Council Work Session: Centennial Park Project

Since May, staff has been working with a team from Shive Hattery to update the master plan and complete preliminary design on the Centennial Park entertainment complex. The design team is excited to present the plan and seek feedback from the City Council. The included report provides background on the 2012 master plan, an executive summary, renderings of the updated plan, a cost opinion and proposed schedule. The updated plan is consistent with the 2012 plan, but for an addition of an open-air pavilion. The cost opinion is higher than previously discussed as a result of the addition of the pavilion and the generally conservative estimates due to the unpredictable bidding environment, which factors in an 8% inflation rate and a 20% contingency. If the Council is supportive of the plan, staff will begin work on identifying and securing outside revenue sources through grants and fundraising. The first step in this process is working on a Destination Iowa Grant. Later in the agenda, staff will be asking the Council to support a resolution authorizing the submittal of an application to Destination Iowa.

Consent Agenda

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

- City Council Minutes (08/09/22)
- Claims
- Pay Application #5, Dubuque Street, Phase 1 Project, All American Concrete, Inc., \$445,765.87
- Pay Application #20, Ranshaw Way Phase 5 Improvements, Peterson Contractors, Inc., \$98,736.36

Meetings & Events

Tuesday, Aug 23 at 6:00p.m.
City Council

Monday, Sep 5
Labor Day – City Offices Closed

Tuesday, Sep 6 at 6:30p.m.
Planning Commission

Thursday, Sep 8 at 7:00p.m.
Parks & Recreation Commission

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

Ranshaw House Furnishings

The packet includes a memo from Outreach & Equity Coordinator Micah Ariel James regarding the use and furnishing of the Ranshaw House. Staff is requesting \$40k to fund furnishings for the Ranshaw House based on work and a proposal from a group of North Liberty high school students in conjunction with United Action for Youth. In addition to the space being utilized by younger residents and the North Liberty Youth Council, staff is currently working with various social services

organizations who have interest in having office space in North Liberty on a reoccurring basis. Additional details on the furnishing plans and uses can be found in the memo. Ms. James will be in attendance Tuesday to review the information with Council. Staff recommends that \$40k of ARPA money be allocated to this project. The chart below provides a summary of ARPA funds spent and allocated to-date. Column 3 has been revised to show how funding would be impacted if the furnishings project is approved.

ARPA Funds Available				\$ 2,906,110
	Column 1	Column 2	Column 3	Column 4
	Funds Spent	Funds Allocated	Potential Projects & Programs	Totals
DVIP Building Fund	\$ 25,000			
NL Community Pantry	\$ 100,000			\$ 100,000
FY23 Social Services	\$ 150,000			\$ 150,000
Center for Worker Justice (wage Theft)	\$ 35,000			\$ 35,000
Stormwater GIS		\$ 190,000		\$ 190,000
Affordable Housing Program			\$ 400,000	\$ 400,000
Workforce Housing Program			\$ 100,000	\$ 100,000
Social Service Support			\$ 400,000	\$ 400,000
Water/Sewer/Storm Water Projects			\$ 735,000	\$ 735,000
Centennial Park Splash Pad		\$ 731,110		\$ 731,110
Ranshaw House Furnishings			\$ 40,000	\$ 40,000
Other				\$ -
	\$ 310,000	\$ 921,110	\$ 1,675,000	\$ 2,906,110

Police Department Agreements

There are two agreements pertaining to the North Liberty Police Department on the agenda. The first is an amendment to an existing 28E agreement among Iowa City, Johnson County and the University of Iowa to include the Cities of Coralville and North Liberty in a Joint Forensic Analysis Cyber Team (JFACT). Joining this team will strengthen the North Liberty Police Department’s position and resources when investigating cyber related crimes and enhance the entire county’s overall cyber team.

The second is another joint effort, this time with Johnson County, the City of Coralville and CommUnity for a Law Enforcement Liaison (LEL) position. The intent of this partnership is to better assist people in Johnson County living with mental health challenges who have been involved in law enforcement interactions. The partnership will focus on providing increased access to mental health resources, diversion from hospitalization and jail, and other treatment services for individuals with mental illness and substance abuse disorders. The agreement states that the LEL will be housed at the

North Liberty Police Station. The cost sharing agreement divides costs of this new position among the four entities as follows:

	CommUnity	North Liberty	Coraville	Johnson County
Year 1	75%	8.33%	8.33%	8.33%
Year 2	50%	16.67%	16.67%	16.67%
Sebsequent Years	25%	25%	25%	25%

Staff recommends approval of both agreements.

Chief Venega will be at Tuesday’s meeting to address questions from the group.

City Hall Project

The agenda includes a public hearing followed by a resolution approving the plans and specification. Included in the packet is a recent memo identifying the estimated costs of the project in this volatile market and offering potential funding sources to cover the anticipated higher costs. A prebid meeting was held this week with approximately 25 attendees. Bid submittals are due on August 30. Staff anticipates having a recommendation of award to the City Council at the September 13 meeting. The resolution approving the plans and specifications is recommended for approval.

The Preserve Development Agreements

The agenda includes two developer’s agreements for the remaining sections of The Preserve development. The two remaining sections are located just west of Alexander Way and include 18 RS-9 single-unit residence lots and 21 RS-6 single-unit residence lots for a total of 39 single family lots. Staff recommends approval of both agreements, which outline the responsibilities of the developer and city, and identify the fees required to be paid by the developer.

Solomon’s Landing Rezoning

Insight Construction is requesting a zoning map amendment from RM-21 Multi-Unit Residence District to RM-21 PAD Multi-Unit Residence District Planned Area Development on 5.93 acres – west side of future North Jones Boulevard and approximately .18 miles north of West Penn Street – to facilitate development of multiple single-unit dwelling on one lot. Initially, this property was planned to be included in the large multi-unit development in the Solomon’s Landing Subdivision. However, the developer is requesting a zoning map amendment to allow a less dense development. The PAD is necessary to allow multiple single-unit dwelling on one lot and to reduce some setbacks. The 22’ – 28’ wide units would be accessed via internal private streets. If approved, this would allow for a better transition between the large multi-unit development and the future single-unit development to the north. A good neighbor

meeting was held on July 19 and no one outside of City staff and applicant attended. The Planning Commission unanimously recommended approval at its August 2 meeting. Staff also recommends approval of the rezoning.

CMW Properties Rezoning, Third & Final Reading

CMW Properties, LLC is requesting a zoning map amendment from ID Interim Development District to C-3 Higher-Intensity Commercial District on approximately 6.76 acres– southeast corner of South Dubuque Street and North Liberty Road – to facilitate a horizontal mixed-use development, which means a mixture of residential and commercial development in separate buildings. Considering the properties are located at the intersection of major arterial road (North Liberty Road) and minor arterial road (South Dubuque Street), it is staff's opinion that this is an appropriate location for a higher-intensity commercial district. A good neighbor meeting was held on June 15 and no one outside of City staff and the applicant attended. The Planning Commission unanimously recommended approval of the rezoning at its July 5 meeting. Staff recommends approval as well.

Scanlon Rezoning, Third & Final Reading

Scanlon Family, LLC and Trustees of Penn Township are requesting a zoning map amendment from ID Interim Development District to RS-4 Single-Unit Residence District on 36.32 acres – southeast corner of North Liberty Road and Oak Lane NE – to facilitate development of up to 37 residential lots. The Scanlon Family, LLC has been working with Penn Township about developing in a sensitive manner around the existing cemetery. A good neighbor meeting was held on June 15 and there were objections expressed about stormwater runoff and the use of Oak Lane NE, which would remain a private street in unincorporated Johnson County. These are technical issues related to the actual development of the property. Notably, the Planning Commission tabled the Preliminary Plat request at its July 5 and August 2 meetings to provide the developer additional time to work with the Fjords North HOA to resolve these issues. Staff is unaware of any objection to the proposed RS-4 zoning. The Planning Commission unanimously recommended approval of the rezoning at its July 5 meeting. Staff also recommends approval.

ITC Midwest Franchise Agreement Ordinance, Third & Final Reading

ITC has taken over ownership of Alliant Energy's transmission lines and is seeking a franchise with the City of North Liberty. The franchise agreement as proposed is for a ten-year term, which automatically renews for an additional ten years unless the City opts

not to renew the franchise at least six months prior to the end of the initial term. It allows ITC to manage its existing equipment in town, and to notify and work with the City to avoid damage to any landscaping during that maintenance. Most importantly, the agreement requires City Council approval prior to the installation of any new lines. There is no franchise fee associated with this agreement, as transmission lines do not directly serve individual residences, but rather supply power to the substations which do. Staff recommends approval.

Zoning Ordinance Update, Third & Final Reading

This minor amendment to the Zoning Code proposed by City staff addresses oversights and scrivener errors discovered after the most recent large Zoning Code update. Specifically, the amendments address the inadvertent exclusion of the use "Building Trades and Services", clarifying requirements in the construction plan review process and clarifying landscaping requirements. Staff has also taken the opportunity to rewrite the trash enclosure regulations after it was discovered that the legacy ordinance did not actually articulate that dumpsters had to be located within an enclosure. Trash enclosure regulations would apply retroactively to June 27, 2000, which was when they were first required. The Planning Commission unanimously recommended approval of the Ordinance at its July 5 meeting. Staff recommends approval as well.



Agenda



City Council

August 23, 2022

6:00 p.m.

Work Session

6:30 p.m.

Regular Session

Council Chambers

1 Quail Creek Circle

1. Call to order

2. Roll call

3. Approval of the Agenda

Work Session

4. Centennial Park Project

- A. Presentation of proposed Centennial Park Project and Destination Iowa Grant

Regular Session (will not begin before 6:30 p.m.)

5. Consent Agenda

- A. City Council Minutes, Regular Session, August 9, 2022
- B. Claims
- C. Dubuque Street Phase 1 Project, Pay Application Number 5, All American Concrete, Inc., \$445,765.87
- D. Ranshaw Phase 5 Project, Pay Application Number 20, Peterson Contractors, Inc., \$98,736.36

6. Public Comment

7. Engineer Report

8. City Administrator Report

9. Mayor Report

10. Council Reports

11. Destination Iowa Grant Application
 - A. Resolution Number 2022-89, A Resolution authorizing and directing the City Administrator to sign, execute and submit application and associated documents for the Destination Iowa Program

12. Ranshaw House Furnishings
 - A. Presentation regarding proposed furnishing project at the Ranshaw House
 - B. Discussion and possible action on funding the project

13. Police Department Agreements
 - A. Resolution Number 2022-90, JFACT 28E, A Resolution approving the First Amendment to the 28E Agreement between Johnson County, the University of Iowa and the City of Iowa City adding the City of North Liberty and the City of Coralville to the 28E Agreement for the Creation and Operation of the Joint Forensic Analysis Cyber Team (“J-Fact”)
 - B. Resolution Number 2022-91, A Resolution approving the Memorandum of Understanding between the Johnson County Sheriff’s Office, North Liberty Police Department, Coralville Police Department and CommUnity Crisis Services for the Law Enforcement Liaison Partnership

14. City Hall Project
 - A. Public Hearing regarding proposed plans, specifications and estimate of cost
 - B. Resolution Number 2022-92, A Resolution finally approving and confirming plans, specifications, and estimate of cost for the City Hall Project

15. The Preserve
 - A. Resolution Number 2022-93, A Resolution approving the Developer’s Agreement for The Preserve – Part Three A, North Liberty, Iowa
 - B. Resolution Number 2022-94, A Resolution approving the Developer’s Agreement for The Preserve – Part Three B, North Liberty, Iowa

16. Emory Place Rezoning
 - A. Public Hearing regarding proposed rezoning
 - B. Staff and commission recommendations
 - C. Applicant presentation
 - D. First consideration of Ordinance Number 2022-21, An Ordinance amending the Zoning Map District designation for certain property located in North Liberty, Iowa from RM-21 Multi-Unit Residence District to RM-21 Multi-Unit Residence District Planned Area Development

17. Mickelson Rezoning

- A. Third consideration and adoption of Ordinance Number 2022-16, An Ordinance amending the Zoning Map District Designation for property located in North Liberty, Iowa from the RS-6 Single-Unit Residence District to those set forth in the Municipal Code for the RD-10 Two-Unit Residence District
18. CMW Properties Rezoning
- A. Third consideration and adoption of Ordinance Number 2022-17, An Ordinance amending the Zoning Map District Designation for certain property located in North Liberty, Iowa from the ID-Interim Development District to the C-3 Higher-Intensity Commercial District
19. Scanlon and Trustees of Penn Township Rezoning
- A. Third consideration and adoption of Ordinance Number 2022-18, An Ordinance amending the Zoning Map District Designation for certain property located in North Liberty, Iowa from the ID-Interim Development District to the RS-4 Single-Unit Residence District
20. ITC Midwest Franchise
- A. Third consideration and adoption of Ordinance Number 2022-19, An Ordinance granting to ITC Midwest LLC, a wholly owned subsidiary of ITC Holdings Corp., its successors and assigns (The "Company"), the right and franchise to acquire, construct, reconstruct, erect, maintain, operate and remove in the City of North Liberty, Johnson County, Iowa, a transmission system for electric Power and Energy and the right to erect and maintain the necessary poles, lines, wires, conduits and other appliances, equipment and substations for the transmission of electric current and telecommunications along, under and upon the streets, avenues, alleys and public places in the City of North Liberty, Johnson County, Iowa, for the period of ten (10) years; and granting the right of eminent domain
21. Zoning Ordinance Amendment
- A. Third consideration and adoption of Ordinance Number 2022-20, An Ordinance amending Chapters 165, 168, 169, and 180 of the North Liberty Code of Ordinances regarding the Construction Plan Approval Process and Standards, Surface and Subsurface Drainage Requirements, Restoring Building Trades and Services to Use Matrix and adding and relocating certain uses within the Use Matrix, clarifying Landscaping Plan Requirements and amending Dumpster Enclosure Requirements
22. Old Business

23. New Business

24. Adjournment



Centennial Park Project



**City of North Liberty
Centennial Park – Events Complex
Master Plan Update and Design Concept**

August 5, 2022

(Revised August 17, 2022)



Prepared by:



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EXECUTIVE SUMMARY

The City of North Liberty is looking to the future with the goal of further developing Centennial Park to serve as a key amenity to North Liberty residents as well as the region.

Since Centennial Park was initially conceived in 2012, it has been thoughtfully developed with the goals of creating a space for play, gathering and respite with an underlying theme of water quality and nature. This study effort is the initial step in the final implementation phase which involves updating the original master plan to refine and expand early design concepts, introduce exciting new program features, and complete the park development as an attraction for the region.

The design team worked with North Liberty city staff to develop a plan for an inclusive and robust program and to ensure the final phase would be a friendly, functional, and fun area attraction. Design and aesthetics were carefully developed through an iterative process to create and maintain the original themes. The final phase is conceived to include:

- Centennial Center - Indoor event facility and outdoor stage
- Open air pavilion with flexible programming
- Premier 5,000 square foot splash pad for kids of all ages
- Restrooms and shelter
- Expansive plaza spaces and pathways to accommodate expanded programming and connection of amenities
- Honor garden overlooking the pond with open air shelter
- Expanded permeable paver parking areas to accommodate expanded programming

The preliminary estimated project cost for the overall project is \$17,700,000.

ACKNOWLEDGEMENTS

The process to develop the concept was guided by a series of meetings held with departmental leadership. The strategic solutions offered are based on best-practice design. With thoughtful input from City leadership, solutions were studied and developed culminating in the concepts being offered in this report. This City will utilize this information to seek funding and inform project planning.

We would like to specifically acknowledge the contribution of the following individuals:

City of North Liberty representatives:

Ryan Heiar, City Administrator
Tracey Mulcahey, Assistant City Administrator
Ryan Rusnak, Planning Director
Guy Goldsmith, Parks, Buildings & Grounds Director
Shelly Simpson, Recreation Center Director
Nick Bergus, Communications Director
Jillian Miller, Community Engagement Coordinator

With sincere appreciation for the opportunity to collaborate with you on this long-term masterplan, representatives on behalf of Shive-Hattery, Inc.:

Emma Riordan
Natalie Oppedal, AIA, NCARB
Emily Naylor, PLA

Jennifer Hoffman, PE, LEEP AP
Kevin Trom, PE
Clint Matthews, EI
Mitch Frazier, PE
Steve Shank, Waters Edge Aquatic Design

MASTER PLAN

The Centennial Park Master Plan was created in 2012. The process to create this master plan included engagement with the public and input from residents. City staff and the design team created a space for play, gathering and respite with an underlying theme of water quality and nature. The plan called for age-appropriate play features, demonstration of stormwater best management practices, a great lawn open area, and both pedestrian and vehicular circulation. Demonstration stormwater management practices include a retention pond, a bioswale following the original drainage patterns of the parkland, a permeable paver parking lot and satellite permeable paver parking stalls throughout the park.



Original 2012 Master Plan

Since this master plan was created, North Liberty has completed four phases of implementation. Phase one included the retention pond and west entrance driveway and parking area. Phase two included the bioswale, permeable paver parking lot, loop trail, and east entrance driveway. Phase three included the age-appropriate play features. Phase four, completed in 2022, included completion of the loop road, satellite permeable paver parking bays, and sidewalk connections to the surrounding neighborhoods.

This study effort is the initial step in the final implementation phase which involves updating the original master plan to refine and expand early design concepts, introduce exciting new program features, and complete the park development as an attraction for the region.

Residents continue to enjoy Centennial Park through the first four phases of implementation. The annual Blues & BBQ festival is hosted in the park, drawing visitors from throughout the region. This next phase will provide for expanded programming and attractions to be enjoyed by all.

Project Goals

The design team worked with North Liberty city staff to develop a plan for an inclusive and robust program and to ensure the final phase would be a friendly, functional, and fun area attraction. Design and aesthetics were carefully developed through an iterative process to create and maintain the original theme for water quality and connection to nature. Initial brainstorming consisted of City staff researching facilities that provided the amenities and character they envisioned for the Centennial Park facility. Below are images of Evans Center Towne Park and Johnston City Hall which emerged as two key inspirations.





The following goals guided the development of the master plan update and design concept development:

- Reinforce natural themes throughout the park
- Develop into a regional attraction and the heart of North Liberty
- Envision elevated architecture and amenities that align with a regional destination
- Support and enhance existing programming including outdoor stage area, specifically Blues & BBQ
- Provide both interior and exterior events space with the ability to program year-round

DESIGN CONCEPT

Site Concept

The site concept was developed with a focus on placement of the event hub, the Centennial Center, as well as the splash pad facility and open air pavilion with the goal of focusing programming to the north end of the park and maintaining the south area of the park as open and unprogrammed. The site concept plan includes the following elements:

- Approximately 10,000 square foot event building; Centennial Center
- 50'x100' open air pavilion
- 5,000 SF splashpad area with shade structures and restroom/mechanical/shelter facility
- Parking lot expansion of 28 spaces in the north lots and 61 spaces in the east lots envisioned as an extension of the existing permeable paving system.
- Honor Garden and shelter
- Expansive plaza spaces and sidewalk including a 40' thoroughfare, highlighted by striped paving patterns and small seating areas along the west side of the building to accommodate event programming and emergency vehicle access.
- There are no specific city sustainable design requirements, but options can be explored early in design.

Utilities and Infrastructure:

Storm sewer, sanitary sewer, water, and electrical services required improvements to support the site development. The existing bioswales would receive the majority of stormwater to be conveyed to the park's pond. Curb intakes along expanded parking, area intakes near the events building, and the events building roof will have stormwater piped to new headwalls in the existing bioswales. The open pavilion and splash pad shelter will have stormwater discharged at grade. Sanitary sewer service to the events building and splash pad shelter will come from the 8" stub at the northeast corner of the park. A 6" sanitary service is assumed to provide adequate capacity to the site. Water service will connect to an existing 8" main on the east side of the park. A 6" water service will connect to the splash pad shelter and events building, as well as a fire hydrant west and north of the events building. A smaller water service line will serve the open pavilion.

Existing power to the park is provided by Linn Country REC and consists of a 400A 120/240V single phase service fed from a pad mounted transformer near the NE entrance. To accommodate the planned facilities and site improvements, a new 3 phase service will be installed and this service will require a new transformer, metering and new service entrance panels. This new electrical power service will require a new conduit and primary cables from Alexander Way (Linn County REC), west of the park. The existing service could be re-fed from this new service to allow a single meter and disconnect to serve the park. Site lighting conduit and pole lights will be added between the trail and loop drive around the park. At-grade power receptacles will also be installed throughout the site to accommodate site programming including food trucks, vendors, Blues & BBQ programming, etc.

Centennial Center

The event building, also known as the Centennial Center, will be the heart of the park. The facility is designed around accommodation of a 300-person event. Its central location will ensure it can be part of any event hosted at the park. The main entrance faces northeast while the stage faces south towards the open lawn, which is the optimal orientation for afternoon and evening programming. An adjacent plaza provides outdoor entertaining space and small shaded areas for respite. Landscaping around the events

building will anchor the structure within the site and highlight the main architectural features. Exterior material choices nod to the underlying natural and sustainable themes throughout the park.

Under the 2018 International Building Code (IBC), Centennial Center would be classified as an Assembly occupancy:

- Assembly Groups A-2 (indoor event space) and A-5 (Amphitheater and pavilions) Occupancy.

This facility and associated site improvements will be designed to comply with IBC and 2010 ADA Standards for Accessible Design.

Preliminary Space Program:

Description	Area
Entrance	
Entrance Vestibule	1,050 SF
Egress/Corridors	590 SF
Event Space	
Hall	4,800 SF
Exterior Stage	2,700 SF
Support Spaces	
Office	150 SF
Interior Restrooms	450 SF
Exterior Restrooms	450 SF
Communications/IT	70 SF
Custodial	80 SF
Green Rooms with Restrooms	650 SF
Cater Kitchen	600 SF
Bar	90 SF
Mechanical	670 SF
Electrical	150 SF
Storage	500 SF
Interior Total	10,300 SF
Event space	
Exterior Stage	2,700 SF
Total	13,000 SF

Basis of Design:

Exteriors:

Centennial Center basis of design includes exterior walls with metal stud framing with limestone veneer around the front entry curve and burnished masonry veneer around the rest of the building. The clerestory will be primarily double thermally broken aluminum curtain wall glazing. The exterior wall between the wall and the stage space will be double thermally broken aluminum curtainwall with tinted glazing. Structural system will be determined during the design phases of the Centennial Center, with the preliminary system composed of steel beams, columns, and custom trusses. Interior and exterior columns will be clad in wood. The roof will be arched with gutters along the low sides. Roof insulation will all be above the metal roof deck. Underside of roof deck would be clad in wood.

Interiors:

Interior walls would be gypsum board and metal studs that are painted with a satin finish. Restrooms would have ceramic wall and floor tile. Additional building finishes would be determined during the design phases for the Centennial Center.

Doors and Hardware:

The primary and secondary entrance doors would be aluminum stile and rail door with insulated glass panels in custom heights. Exterior service access doors would be aluminum/FRP composite doors.

Interior doors will be wood doors, some with glass and some solid core doors, doors to mechanical spaces would be painted hollow metal doors. Interior door frames would be hollow metal.

Mechanical/Electrical/Plumbing Systems:

Centennial Center will be fully sprinklered. HVAC and plumbing systems would be determined during the Design phases for the Centennial Center.

Electrical distribution system and new electrical service to the site would be determined during the Design phases for the Events Complex. Lighting systems, fire alarm system, telecom and access control systems would be determined during the design phases for the Centennial Center and will be code compliant.

Open Air Pavilion

The open air pavilion sits between the west parking lot and the Centennial Center. The versatile space can house a wide array of events from a beer garden to a winter ice skating rink. The pavilion will have similar structural systems and finishes as the Centennial Center, wood-clad steel columns, custom steel trusses with arched roofs to continue the cohesive design language throughout the park. The structure has a clear space of 18 feet under the roof structure to accommodate basketball or similar sporting events. This plaza is also dotted with three shade sails and a continuation of paving patterns.

Splash Pad Facility and Shelter

Programmed play space for children is focused at the northeast portion of the site. The 5,000 SF splashpad will be located south of the existing playgrounds. The splashpad has an overall organic shape with rings of colored concrete to create a dynamic ground plane pattern and define zones of play. A variety of water features ranging from low bubblers to tall overhead showers ensure there is something for children of all ages. A shade sail and three shade structures provide shade for benches and parts of the splashpad as well.

Splashpad Play Features included: Water Odyssey Orbit, Lumiflow LED lights with water sprayers, Vortex Bamboo Trees 1 and 2, Vortex Water Tunnel 2, Water Odyssey Zen Shower, Vortex Luna No. 1, Vortex Water Journey Tide Pool, Aquatix Aquahedra, and Waterplay Helices.

A restroom building and picnic shelter create separation between the playground and splashpad. The building will house two unisex restrooms and mechanical space for the splashpad, all of which will be winterized during the cold seasons. Picnic tables under the shelter will provide the perfect location to for gatherings. An open grass area with trees and shade sails gives families more space to spread out. Additionally, space west of the playground is planned for future ADA playground expansion. Finally, a 20' wide path connects the expanded east parking lot to the Centennial Center.

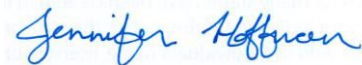
Honor Garden

The Honor Garden is intended to be a space for the community to honor North Liberty veterans and fallen military. A covered open air shelter is proposed at the center point of the existing arcing detention pond at the northwest corner of the park. Shelters will have similar structural systems and finishes as the Centennial Center, wood-clad steel columns, and custom steel trusses with arched roofs to continue the cohesive design language. The shelter serves as a space that can be used by the community for weddings or other small private events, but it can also be open and provide shade to those visiting the garden to honor military loved ones. Arching around the pavilion are two sloped and curved limestone seating walls. Colorful gardens fill in the space inside the curved walls, and the park's primary flagpole sits in the center of the garden.

Please let us know if you have any questions concerning the information presented in this study.

Sincerely,

SHIVE-HATTERY, INC.



Jennifer Hoffman, P.E.

JLH/bad

APPENDIX A: SITE CONCEPT PLAN



APPENDIX B – OPINION OF PROBABLE COST

**CITY OF NORTH LIBERTY
CENTENNIAL PARK EVENTS COMPLEX
OPINION OF PROBABLE COST**

August 17, 2022

#	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT COST	TOTAL COST
1	Construction Survey	1	LS	\$10,000	\$10,000
2	Earthwork	12,000	CY	\$20	\$240,000
3	Erosion Control	1	LS	\$20,000	\$20,000
4	North Parking Lot Expansion - Permeable Pavers	8,000	SF	\$20	\$160,000
5	East Parking Expansion - Permeable Pavers	11,000	SF	\$20	\$220,000
6	PCC Path for Emergency Access - 7"	4,420	SY	\$70	\$309,400
7	PCC Sidewalk - 5"	4,200	SY	\$50	\$210,000
8	Colored Concrete - 7" PCC	870	SY	\$80	\$69,600
9	Colored Concrete - 5" PCC	780	SY	\$60	\$46,800
10	PCC Seat Walls	80	CY	\$600	\$48,000
11	Centennial Center	11,000	SF	\$425	\$4,675,000
	Kitchen Equipment & A/V Equipment Allowance	1	LS	\$450,000	\$450,000
12	Centennial Center - Stage Area	2,800	SF	\$300	\$840,000
	A/V Equipment/Power Allowance	1	LS	\$150,000	\$150,000
13	Security Bollards	8	EA	\$2,000	\$16,000
14	Open Air Pavilion	1	LS	\$1,500,000	\$1,500,000
15	Restroom/Mechanical Building with Picnic Shelter	1	LS	\$550,000	\$550,000
16	Shade Sails	4	EA	\$15,000	\$60,000
17	Splashpad Shade Structures	3	EA	\$20,000	\$60,000
18	Splashpad	1	LS	\$550,000	\$550,000
19	Honor Garden Structure	1	LS	\$250,000	\$250,000
20	Honor Garden Walls	1	LS	\$54,000	\$54,000
21	Light Poles with conduit/conductors	20	EA	\$4,000	\$80,000
22	Utility Upgrades - Sanitary	1	LS	\$60,000	\$60,000
23	Utility Upgrades - Electric	1	LS	\$110,000	\$110,000
24	Utility Upgrades - Outdoor Wifi	1	LS	\$40,000	\$40,000
25	Utility Upgrades - Water	1	LS	\$70,000	\$70,000
26	Utility Upgrades - Storm	1	LS	\$70,000	\$70,000
27	Site Restoration & Turf Seeding	5	AC	\$3,500	\$17,500
28	Shrub and Perennial Planting Beds	1	LS	\$70,000	\$70,000
29	Trees	50	EA	\$400	\$20,000
30	Concept Phase Design Contingency (20%)	1	LS	\$2,205,260	\$2,205,000
31	Escalation to Issue Bid Sept 2023 (8.5%)	1	LS	\$1,124,661	\$1,125,000
32	Mobilization & General Conditions (7%)	1	LS	\$1,004,941	\$1,005,000
CONSTRUCTION SUBTOTAL					\$15,362,000
Professional Services - Design, bidding, construction, staking, testing (15%)					\$2,305,000
Playground ADA Expansion by Owner					\$200,000
TOTAL PROJECT COST*					\$17,667,000

*TOTAL PROJECT COSTS AND CONSTRUCTION COSTS PROVIDED HEREIN ARE MADE ON THE BASIS OF ARCHITECT'S EXPERIENCE AND QUALIFICATIONS AND REPRESENT THE ARCHITECT'S BEST JUDGMENT. HOWEVER, THE ARCHITECT CANNOT AND DOES NOT GUARANTEE THAT BIDS OR ACTUAL TOTAL PROJECT OR CONSTRUCTION COSTS WILL NOT VARY FROM THE ESTIMATE OF PROBABLE CONSTRUCTION COST. THIS COST OPINION IS INTENDED TO ASSIST IN BUDGETARY ASSESSMENT AND DOES NOT GUARANTEE THAT ACTUAL PROJECT COSTS WILL NOT EXCEED OR BE LOWER THAN THE AMOUNTS STATED IN THIS COST OPINION.

APPENDIX C – DESIGN CONCEPT RENDERINGS





















APPENDIX D: PRELIMINARY PROJECT SCHEDULE

August 2022	Concept Development
Aug. – Oct. 2022	Grant Application Process
Nov. – Dec. 2022	Develop Funding Plan, Initiate Design Contract
Jan. – Feb. 2023	Schematic Design, Costing and Review
March – June 2023	Design Development, Costing and Review
July – Sept. 2023	Construction Documents and Review
October 2023	Bid Phase*
November 2023	Award Contract
Dec. 2023 – May 2025	Construction**

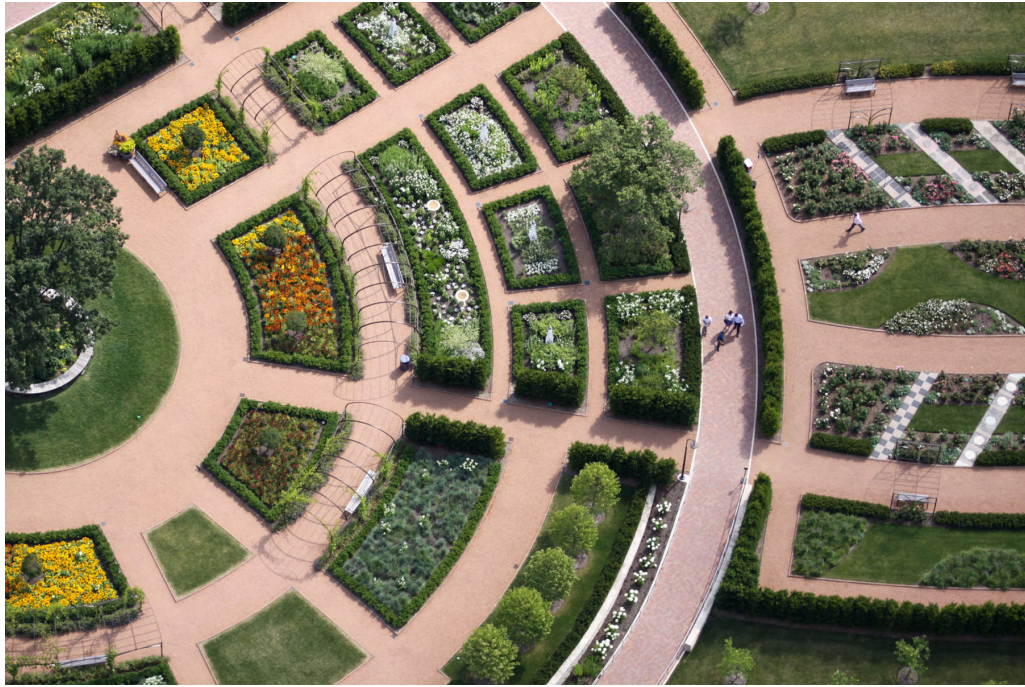
** Optimal packaging for bidding will be assessed early in design. The team will assess potential benefit for site development and buildings/structures to be issued as separate packages.*

*** Construction timeline will be developed further as the design is developed and is subject to change.*

APPENDIX E – UTILITY CONCEPT PLAN



APPENDIX F – INSPIRATION IMAGES







Vortex Bamboo Tree 1

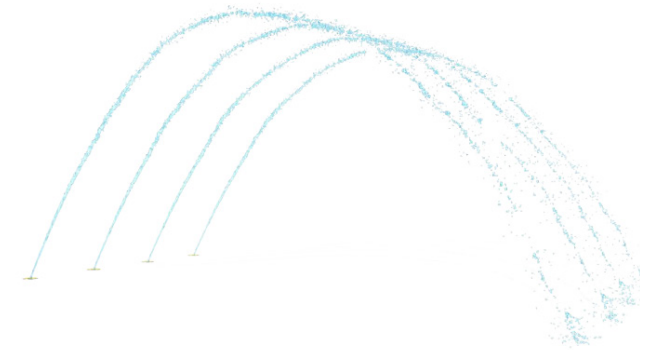
Vortex Bamboo Tree 2



Water Odyssey Orbit



Vortex WaterJourneyTidePool



Vortex WaterTunnel2



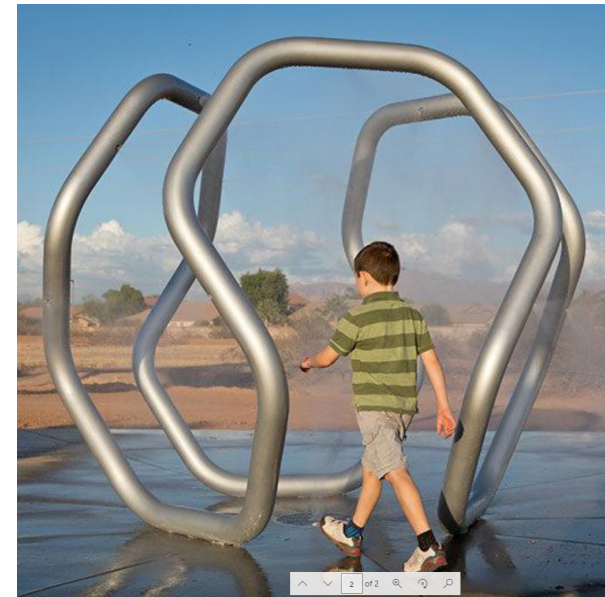
WaterOdyssey ZenShower



WaterPlay Helices



Lumiflow LED lights



Aquatix AquaHedra



VOR 7230
LUNA N°1

PRODUCT HIGHLIGHTS

- Orbs spin under variable water pressure, keeping kids fascinated and entertained
- Users press Podsprays to control each Orb's spin speed, promoting cognitive development in kids of all ages
- Multiple press points and heights mean lots of fun combinations plus the opportunity for collaborative play and social interaction



Vortex Luna No.1

ArtsPark at Young Circle is pretty amazing. The description articulates what we are looking for. A significant innovative cultural center and active and passive landscaped environment.

Accessibility for all should be a theme.

Pavilion/Indoor Event Space.

We talked about the event space holding 300 people.

Evans Center Towne Park stage is our favorite



Like black structure. Columns not too beefy for visibility.
Need some stage height for the stage, not a lot.
LED lights for cool colors.

Idea for event space/Pavilion in the back.



ArtsParks at Young Circle, Hollywood Florida.

We really liked this awning for multi-use. Like the natural color. Is there a way to build on the roof style at NL City Hall?



Johnson County City Hall

Howard Park in South Bend, IN is pretty amazing. Looks this space holds up to 150 people.



We talked about an open air structure like a pavilion that could be beer hall, community gathering space. Separate from pavilion. Would have to toward the south end. We like the natural color trusses.



Splashpad

We want the splash pad to be more elegant. As opposed to bright colors with flowers shooting water.

Use of LED lighting

Separate bathrooms

Use of stone for base of Pavilion could match seat walls for grass lawn, around splashpad. We debated what type of masonry to use. Seems like Coralville uses a lot of limestone.



Schwiebert Park, Rock Island, IL



Howard Park, South Bend, IN

Need for shade structures. Over splash pad and over grass seating area. Could be cloth type shade sails.



Other details

We like this little seating area. Rocks for kids to play on.



Green Square Park, Cedar Rapids.

We liked the use of low profile seat walls in the viewing lawn



Public Square, Cleveland, OH

Love the use of the multi-use hardscape – allows for food trucks.



ArtsParks at Young Circle, Hollywood Florida.

FLEXIBLE EVENT SPACE FEATURES

ELECTRIC
15
50A 150/250V
TWIST-LOCK
RECEPTACLES

VENDOR TENTS
66
10' WIDE x 18' DEEP
VENDOR STALLS

FOOD TRUCKS
15
41' WIDE x 18' DEEP
FOOD TRUCK "PODS"

PARKING
60 STANDARD SPACES
4 HANDICAP SPACES
2 VAN ACCESSIBLE SPACES

PROGRAMMABLE LIGHTING

30' x 60' EVENT TENT OPTION

TEMPORARY STAGE OPTION

Configure your own event!

The infographic features a central aerial view of a rectangular event space layout. The space is bounded by Perry Street to the north, River Drive to the east, Brady St to the south, and C.P.R.R. to the west. The layout includes a grid of stalls, a stage area, and parking spaces. Various callouts provide details on electrical infrastructure, tent and truck specifications, and parking availability.

Davenport, Iowa



ArtsParks at Young Circle, Hollywood Florida.

We love how all this ties in together.



Howard Park, South Bend, IN



Howard Park, South Bend, IN

Great use of Hardscape



Miller Park Chattanooga, TN



Consent Agenda

City Council
August 9, 2022
Regular Session

Call to order

Mayor Pro Tem Brian Wayson called the August 9, 2022, Regular Session of the North Liberty City Council to order at 6:30 p.m. Councilors present: Ashley Bermel, RaQuishia Harrington, Ere Sittig, Brent Smith, and Brian Wayson; absent: Mayor Chris Hoffman and Ashley Bermel.

Others present: Ryan Heiar, Tracey Mulcahey, Grant Lientz, Mike Bails, Jon Marner, Luke Newton, Molly Parker, and other interested parties.

Approval of the Agenda

Sittig moved; Smith seconded to approve the agenda with the amendment of the addition of staff recommendation and applicant presentations on development related agenda items. The vote was all ayes. Agenda approved.

Consent Agenda

Smith moved, Harrington seconded to approve the Consent Agenda including the City Council Minutes from the Regular Session on July 26, 2022; the attached list of claims; Liquor License Application, Micky's Irish Pub; Liquor License Renewal, Liberty View Wine & Spirits; Liquor License Renewal, Tin Roost; Jones Boulevard Improvements Project, Change Order Number 1, Schrader Excavating and Grading, \$50,811.42; Jones Boulevard Improvements Project, Pay Application Number 3, Schrader Excavating and Grading, \$170,196.23; Ranshaw Way Phase 5 Improvements, Pay Application Number 19, Peterson Contractors, Inc., \$15,288.92. The vote was all ayes. Consent Agenda approved.

Public Comment

No public comment was offered.

City Administrator Report

City Administrator Heiar reported that the Dubuque Street project is proceeding nicely. Staff is working closely with the school as the project moves ahead. The Ranshaw Way Project contractor is digging for bioswales. Once the seeding window opens, the amount of work will increase. The goal is to be open in early September. At the next City Council meeting, there will be a presentation on the Centennial Park Project design. Staff is planning to submit the grant application by the end of the month. The City Hall plans and specifications were sent out on August 2 and bids are due back at the end of the month. Bids will be considered at the September 13 City Council meeting. Staff is concerned with the bids due to costs on other local projects. Council discussed the report with Heiar.

Mayor Report

No report was available.

Council Reports

Councilor Wayson attended the UAY fundraiser at Fin and Feather to provide outdoor activities for youth.

North Central Junior High School

Heiar presented the staff and Commission recommendations for this application. Staff and the Planning Commission recommend approval of the project. Luke Newton, MMS Consultants, was present on behalf of the applicant and offered floor plans and to offer questions. Harrington moved, Sittig seconded to approve Resolution Number 2022- 85, A Resolution approving the Development Site Plan for 180 East Forevergreen Road, North Liberty, Iowa. The vote was: ayes – Sittig, Smith, Wayson, Harrington; nays – none; absent – Bermel. Motion carried.

Forevergreen Estates Part One

Smith moved, Harrington seconded to approve Resolution Number 2022-86, A Resolution approving the Developer’s Agreement for Forevergreen Estates Part One, North Liberty, Iowa. After discussion, the vote was: ayes – Harrington, Wayson, Sittig, Smith; nays – none; absent – Bermel. Motion carried.

Forevergreen Estates Lot 25

Heiar reported that staff and the Planning Commission both recommend approval of the application. Mike Bails was present on behalf of the applicant and offered to answer questions. Council discussed the application with Bails. Harrington moved, Smith seconded to approve Resolution Number 2022-87, A Resolution approving the Development Site Plan for Lot 25, Forevergreen Estates, North Liberty, Iowa. The vote was: ayes- Harrington, Sittig, Wayson, Smith; nays – none; absent – Bermel. Motion carried.

Greenbelt Trail Parking

Harrington moved, Sittig seconded to approve Resolution Number 2022-88, A Resolution approving Parking Control Devices in the City of North Liberty, Iowa. The vote was: ayes –Sittig, Smith, Wayson, Harrington; nays – none; absent – Bermel. Motion carried.

Mickelson Rezoning

Harrington moved, Smith seconded to approve the second consideration of Ordinance Number 2022-16, An Ordinance amending the Zoning Map District Designation for property located in North Liberty, Iowa from the RS-6 Single-Unit Residence District to those set forth in the Municipal Code for the RD-10 Two-Unit Residence District. After discussion, the vote was: ayes – Wayson, Smith, Harrington, Sittig; nays – none; absent – Bermel. Motion carried.

CMW Properties Rezoning

Smith moved, Harrington seconded to approve the second consideration of Ordinance Number 2022-17, An Ordinance amending the Zoning Map District Designation for certain property located in North Liberty, Iowa from the ID-Interim Development District to the C-3 Higher-Intensity

Commercial District. The vote was: ayes – Harrington, Wayson, Smith, Sittig; nays – none; absent – Bermel. Motion carried.

Scanlon and Trustees of Penn Township Rezoning

Harrington moved, Sittig seconded to approve the second consideration of Ordinance Number 2022-18, An Ordinance amending the Zoning Map District Designation for certain property located in North Liberty, Iowa from the ID-Interim Development District to the RS-4 Single-Unit Residence District. The vote was: ayes –Wayson, Harrington, Sittig, Smith; nays – none; absent – Bermel. Motion carried.

ITC Midwest Franchise

Harrington moved, Sittig seconded to approve the second consideration of Ordinance Number 2022-19, An Ordinance granting to ITC Midwest LLC, a wholly owned subsidiary of ITC Holdings Corp., its successors and assigns (The “Company”), the right and franchise to acquire, construct, reconstruct, erect, maintain, operate and remove in the City of North Liberty, Johnson County, Iowa, a transmission system for electric Power and Energy and the right to erect and maintain the necessary poles, lines, wires, conduits and other appliances, equipment and substations for the transmission of electric current and telecommunications along, under and upon the streets, avenues, alleys and public places in the City of North Liberty, Johnson County, Iowa, for the period of ten (10) years; and granting the right of eminent domain. The vote was: ayes – Sittig, Smith, Wayson, Harrington; nays – none; absent – Bermel. Motion carried.

Zoning Ordinance Amendment

Harrington moved, Sittig seconded to approve the second consideration of Ordinance Number 2022-20, An Ordinance amending Chapters 165, 168, 169, and 180 of the North Liberty Code of Ordinances regarding the Construction Plan Approval Process and Standards, Surface and Subsurface Drainage Requirements, Restoring Building Trades and Services to Use Matrix and adding and relocating certain uses within the Use Matrix, clarifying Landscaping Plan Requirements and amending Dumpster Enclosure Requirements. The vote was: ayes – Harrington, Smith, Sittig, Wayson; nays – none; absent – Bermel. Motion carried.

Old Business

Councilor Harrington expressed concerns over the price range of new homes. Council had a discussion on home prices in North Liberty.

New Business

No new business was presented.

Adjournment

Harrington moved, Sittig seconded to adjourn at 7:10 p.m. The vote was all ayes. Meeting adjourned.

CITY OF NORTH LIBERTY

By: _____
Brian Wayson, Mayor Pro Tem

Attest: _____
Tracey Mulcahey, City Clerk

PAYMENT APPLICATION

<p>TO: City of North Liberty, Iowa 3 Quail Creek Circle North Liberty, Iowa 52317 Attn:</p> <p>FROM: All American Concrete, Inc. 1489 Highway 6 West Liberty, IA. 52776</p> <p>FOR: Dubuque St. Phase 1</p>	<p>PROJECT NAME AND LOCATION: Dubuque St. Phase 1--N.Liberty Dubuque Street Phase 1</p> <p>ARCHITECT: Shive Hattery, Inc. North Liberty, Iowa 52317 2839 Northgate Drive Iowa City, Iowa 52245</p>	<p>APPLICATION # 5</p> <p>PERIOD THRU: 08/12/2022</p> <p>PROJECT #s:</p> <p>DATE OF CONTRACT: 01/27/2022</p>	<p>Distribution to:</p> <p><input type="checkbox"/> OWNER</p> <p><input type="checkbox"/> ARCHITECT</p> <p><input type="checkbox"/> CONTRACTOR</p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>
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CONTRACTOR'S SUMMARY OF WORK

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

1. CONTRACT AMOUNT	\$2,341,680.00
2. SUM OF ALL CHANGE ORDERS	\$38,498.91
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$2,380,178.91
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$1,421,718.91
5. RETAINAGE:	
a. 5.00% of Completed Work (Columns D + E on Continuation Page)	\$70,555.95
b. 5.00% of Material Stored (Column F on Continuation Page)	\$530.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$71,085.95
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$1,350,632.96
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$904,867.09
8. PAYMENT DUE	\$445,765.87
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$1,029,545.95

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$38,498.91	\$0.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$38,498.91	\$0.00
NET CHANGES	\$38,498.91	

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

CONTRACTOR: All American Concrete, Inc.

By:

Jodi Simon
Jodi Simon

Date:

8-17-22

State of:

Iowa

County of:

Muscatine

Subscribed and sworn to before

me this

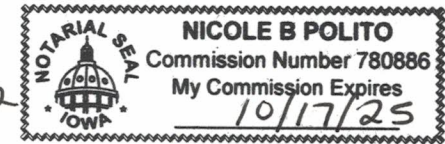
17th day of August 2022

Notary Public:

Nicole Polito

My Commission Expires:

10/17/25



ARCHITECT'S CERTIFICATION

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

CERTIFIED AMOUNT..... \$445,765.87

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

ARCHITECT:

By:

[Signature]

Date:

8/17/2022

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

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:	City of North Liberty 3 Quail Creek Circle P.O. Box 77 North Liberty, Iowa 52317	PROJECT:	Ranshaw Way Phase 5 Improvements STP-U-5557(622)--70-52	APPLICATION NO:	20	Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> ENGINEER
FROM				PERIOD TO:	8/13/22	
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	\$	<u>7,882,878.58</u>
2. Net Change by Change Orders	\$	<u>193,770.63</u>
3. CONTRACT SUM TO DATE	\$	<u>8,076,649.21</u>
4. TOTAL COMPLETED & STORED TO DATE	\$	<u>7,720,289.09</u>
5. RETAINAGE 3 % of Completed Work & Stored Material	\$	<u>30,000.00</u>
6. TOTAL EARNED LESS RETAINAGE	\$	<u>7,690,289.09</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	<u>7,591,552.74</u>
8. CURRENT PAYMENT DUE	\$	<u>98,736.36</u>

9. **BALANCE TO FINISH, INCLUDING RETAINAGE** \$ 386,360.12
(This amount will decrease, as Change Orders do not yet reflect items deleted or decreased in quantity - see summary sheet for est. final totals)

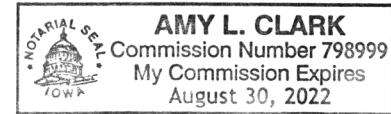
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 534,565.25	\$ 340,794.62
Total approved this Month	\$ -	\$ -
TOTALS	\$ 534,565.25	\$ 340,794.62
NET CHANGES by Change Order	\$ 193,770.63	\$ -

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: 8-17-22

State of: Iowa
 County of: Cerro
 Subscribed and sworn to before me this 17th day of August, 2022

Notary Public: [Signature]
 My Commission expires: 8-30-22



ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED

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

\$ **98,736.36**

ENGINEER: [Signature]
 By: _____ Date: **08 / 17 / 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.



Destination Iowa Grant Application

Resolution No. 2022-89

RESOLUTION AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR TO SIGN, EXECUTE AND SUBMIT APPLICATION AND ASSOCIATED DOCUMENTS FOR THE DESTINATION IOWA PROGRAM

WHEREAS, the City of North Liberty has engaged with Shive-Hattery to revise the master plan and preliminary design for the buildout of Centennial Park entertainment complex; and

WHEREAS, the concept plan and design includes an amphitheater, four seasons community facility, large open air pavilion, splash pad, restroom facilities, ADA enhancements, veteran memorial, additional parking and other site amenities; and

WHEREAS, the State of Iowa offers a Destination Iowa grant opportunity for the purpose of creating and investing in attractions in Iowa; and

WHEREAS, the Centennial Park Project planned improvements will create a regional amenity in the City of North Liberty for events including festivals, weddings, farmer's markets, sporting events, family reunions, meetings and other events in the park; and

WHEREAS, the North Liberty City Council is committed to funding the project, through fundraising, sale of bonds, additional grant opportunities and funds on hand, to create an attraction and additional quality of life for residents; and

WHEREAS, said grant application now requires execution and submittal on behalf of the City of North Liberty.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of North Liberty, Iowa, that the City Administrator is hereby authorized and directed to sign, execute and submit on behalf of the City of North Liberty, the above described grant application and any and all additional forms required for submittal to the Iowa Economic Development Authority.

APPROVED AND ADOPTED this 23rd day of August, 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



Ranshaw House Furnishings



To **Mayor Chris Hoffman and City Council**
CC **Communications Director Nick Bergus, City Administrator Ryan Heiar**
From **Outreach & Equity Coordinator Micah Ariel James**
Date **August 17, 2022**
Re **Ranshaw House Furnishing Budget**

The Ranshaw House was purchased by the City of North Liberty in 2004 and several uses have been explored for the space since then. The vision we've set for the Ranshaw House is that it should be used as a place where social service organizations from elsewhere in the county and from surrounding communities can provide in-town support and programming for North Libertarians. Transportation options remain limited in our city and being able to access services and programs locally is critical for many North Liberty residents. The Ranshaw House can serve a vital role in bridging this access gap.

The Ranshaw House has served as the home of Summer Lunch & Fun for many years, and we aim to formalize the space as one dedicated exclusively to community support. With the completion of the most recent stages of refurbishment—and with the recent installment of high-speed internet, courtesy of South Slope Cooperative Communications—the Ranshaw House is nearly ready to be used to its fullest potential. However, a major item that remains to be addressed is the furnishing of this property. In order for social service organizations to use this space effectively, we will need to furnish both the upstairs and downstairs spaces.

In recent weeks, we have spoken with staff at several local service organizations to discuss potential uses for the Ranshaw House, as well as any furniture or equipment they might require. Many of those organizations expressed strong interest in exploring the possibility of using the space for community programs, including group counseling, prevention programs, volunteer interviews and training sessions, workshops and programs for seniors, youth intervention programs, confidential meetings with clients and more. These organizations represent a wide variety of service organizations based in Johnson County, including 4Cs Community Coordinated Child Care, Big Brothers Big Sisters of Johnson County, Community Crisis Services and Food Bank, Friends of the Center, Meals on Wheels of Johnson County-Aging Services, North Liberty Community Pantry, Table to Table and United Action for Youth. Requests for the space include office desks and chairs, lockable drawers/storage, meeting tables with space for several guests and a place to display rack cards.

Our plan is for the downstairs area to be used primarily a space for youth activities and fellowship, including the regular meeting space for the new North Liberty Youth Council program that is launching this fall. This spring, we partnered with United Action for Youth

to host a five-week pilot program that allowed us to explore the space's potential as a youth center. Six North Liberty youth interested in interior design shared ideas about how to make the Ranshaw House an inviting space for young people, and their recommendations are outlined in the attached proposal.

The upstairs spaces will be used by social service organizations that support community members of all ages, though there might also be occasion for those organizations to use the downstairs spaces in instances where accessibility is an issue or where a more open layout is required. The upstairs rooms will be more traditional office spaces that organizations can reserve for as little as a few hours a month up to one or two full days per week. We anticipate there will be several organizations that use the space regularly and few organizations that only pop in once or only occasionally.

In short, downstairs, we will need "youth-friendly" lounge furniture, a meeting table and plenty of seating, while upstairs, we will need several desks, office chairs for providers and seating for clients. While we don't envision the need for on-site file storage, it would be helpful to have individually-lockable cabinets. We might also consider purchasing patio furniture so social service organizations and their clients can make use of the outdoor space as well.

We reached out to local furniture store Office Express to get a sense of what a project of this nature might cost. Office Express staff visited the space earlier and they have shared a preliminary budget: "Furniture budget range would be safe at \$23,000.00 - \$40,000.00 depending on style, grade, and finishes chosen." We have included Office Express' furniture proposal here for your review.

With all of this in mind, we are requesting \$40,000 to furnish the Ranshaw House in fall 2022. This figure represents the fullness of the budget range for a project of this scale, which we expect will also cover additional items like window coverings, additional lighting, garbage cans, or art and other accents that will make the space more welcoming.

UNITED
ACTION

UAY

FOR
YOUTH



Ranshaw House
Design the Space Project

Project Summary

About The Project

The Ranshaw House Design the Space Project is a collaboration between the City of North Liberty and United Action for Youth SPARK program. The idea for the project was created during an initial meeting with the City of North Liberty's Outreach and Equity Coordinator Micah Ariel James around the idea of utilizing the Ranshaw House for youth programs that could be facilitated by United Action for Youth. The Ranshaw House was usable but unfurnished and lacked the welcoming feel that would appeal to hosting groups of youth. From that the idea of facilitating a program that would allow youth to offer their input about how the space could be furnished and design with a youth focused lens was conceived. United Action for Youth worked with Liberty High School and North Central Junior High to recruit and outreach to youth living in North Liberty to be part of the design team.

Project Overview

6 North Liberty Youth met weekly for 5 facilitated sessions to share ideas for floor plan layout options, furniture, and décor. Each facilitated session focused on exploring ideas and experiences that make a space feel welcoming and youth-centered. Through these facilitated weekly sessions, the group developed the ideas collectively with recommendations that are included in this document. Those ideas include their recommendations for furniture choices, electronics, and décor.



Design Team



Cincere M.

Savannah D.

K'Liyana D.

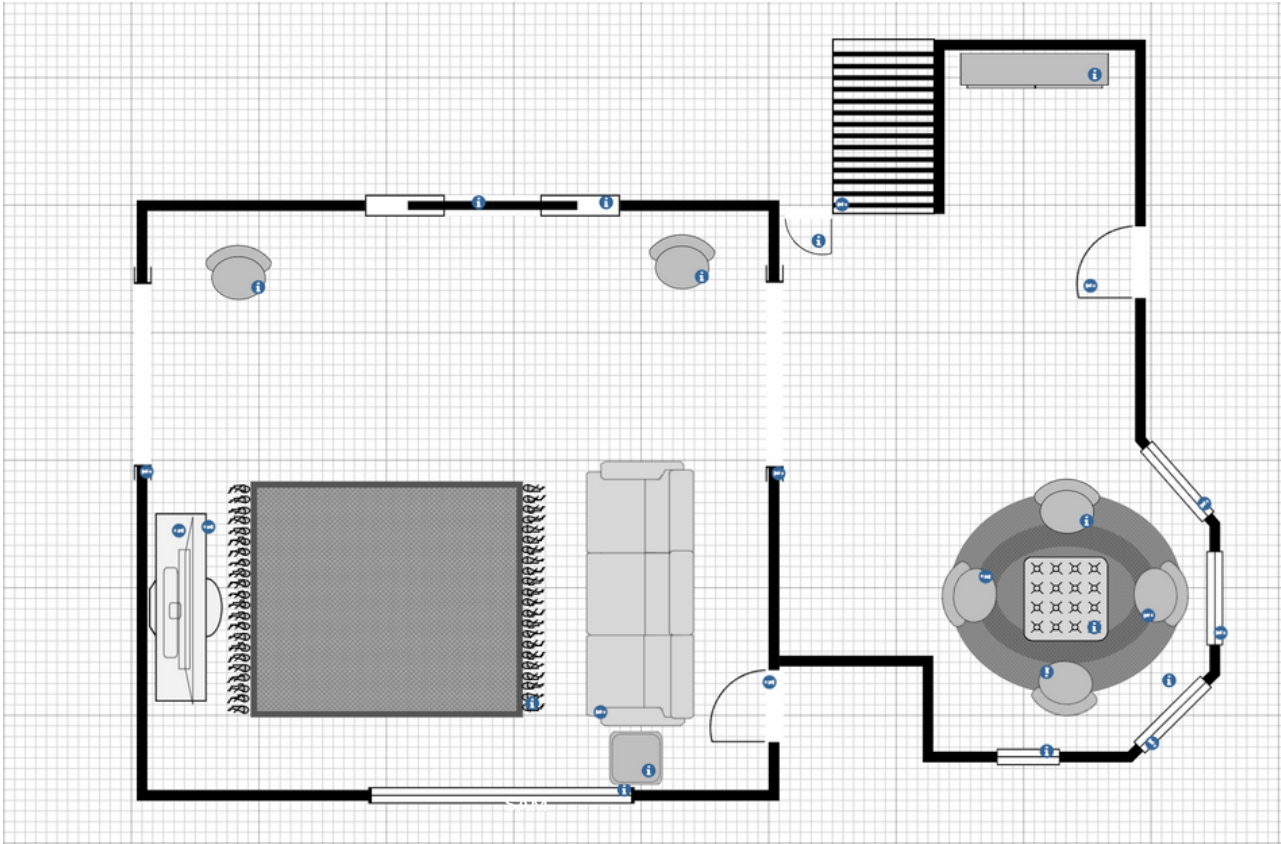


Zy'Ail H.

Layla L.

Keyshawn F.

Floor Plan



Furniture



- Product: Bardarson Sectional w/ chase
- Cost: \$2,389.00
- Vendor: Ashley Furniture Store
- Quantity: 1



- Product: DMAITH TV Stand with LED Lights
- Cost: \$159.00
- Vendor: Amazon.com
- Quantity: 1



- Product: Chill Sack Bean Bag Chair
- Cost: \$119.00
- Vendor: Amazon.com
- Quantity: 3-6

Furniture - cont'd



- Product: Rolanstar End Table/charging station
- Cost: \$39.00
- Vendor: Amazon.com
- Quantity: 1



- Product: Tmosi Round Ottoman Coffee Table
- Cost: \$129..98
- Vendor: Amazon.com
- Quantity: 1



- Product: 11" 9 Cube organizer shelf
- Cost: \$50.00
- Vendor: Target
- Quantity: 1

Electronics



- Product: VIZIO - Home Theater Sound Bar
- Cost: \$159.99
- Vendor: Best Buy
- Quantity: 1



- Product: LG - 65" LED 4K UHD Smart webOS TV
- Cost: \$519.99
- Vendor: Best Buy
- Quantity: 1



- Product: Playstation 5 Console
- Cost: \$499.99
- Vendor: Amazon.com/Best Buy/Target
- Quantity: 1

Decor



- Product: Tabayon Area Rug 7x10
- Cost: \$89.99
- Vendor: Amazon.com
- Quantity: 1



- Product: GumoHK Circular Area Rug 5.3x5.3
- Cost: \$32.32
- Vendor: Amazon.com
- Quantity: 1

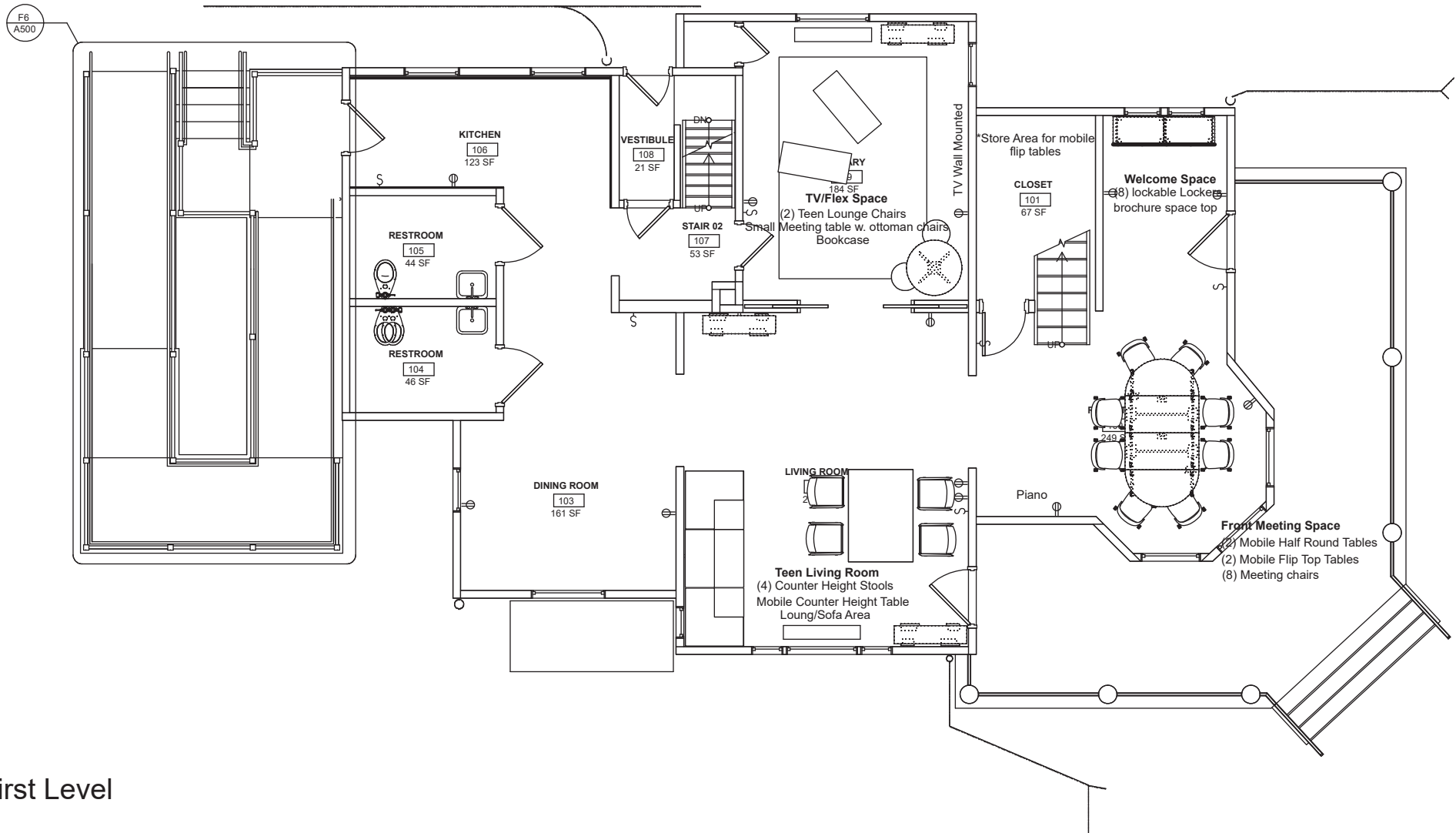


- Product: Faux Plants
- Cost: \$10-\$20 (small) / \$30-\$55 (medium)
- Vendor: Amazon.com/Target
- Quantity: 3-5 small, 2-3 medium


Thank You

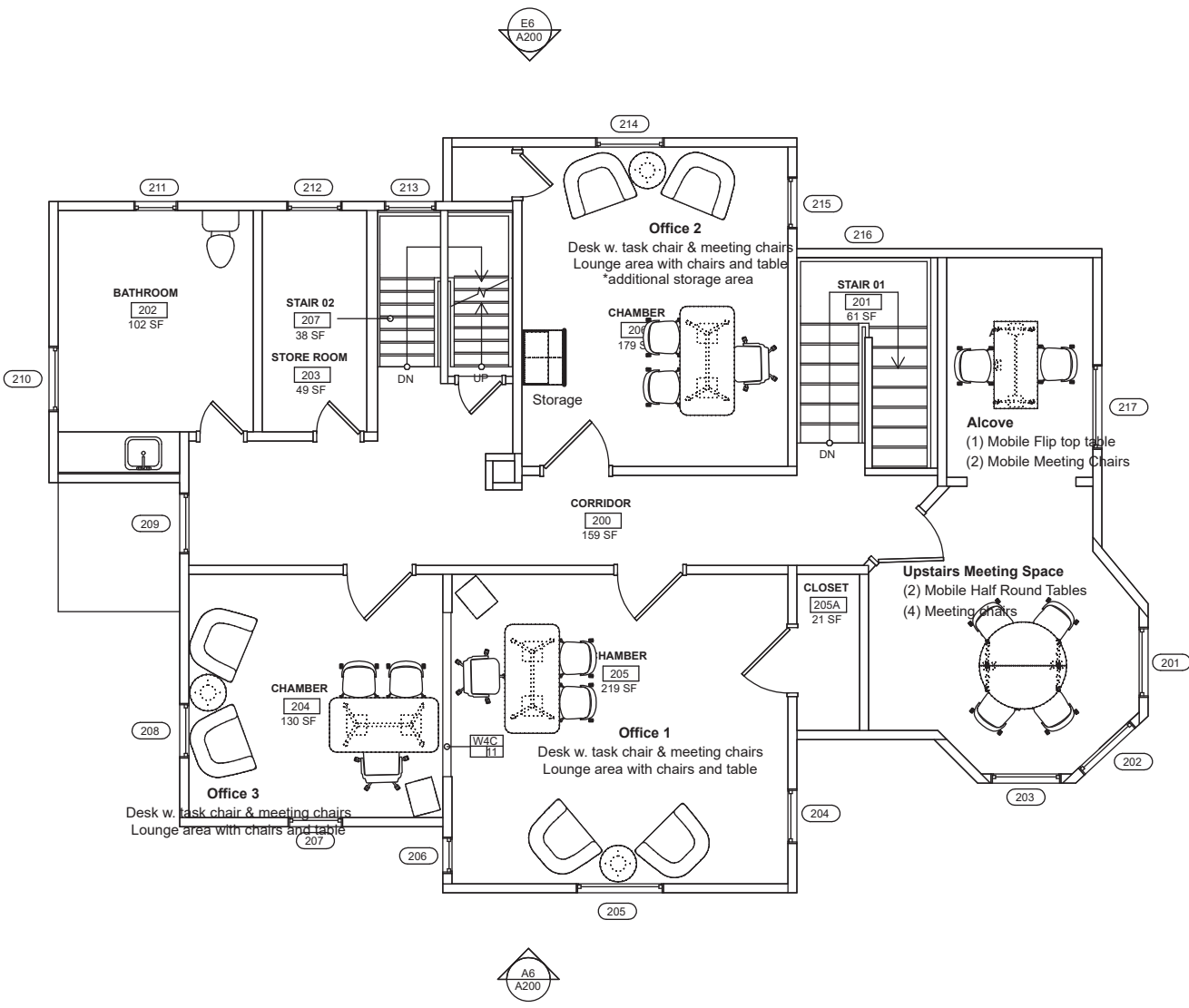
For valuing youth choice and input

We are very grateful for the opportunity to allow youth to be empowered to share their input and feedback on this project and making this a community space that is accessible for youth.




First Level

CLIENT	City of North Liberty		PROJECT #	 space planning . consulting . design . furniture . installations	OFFICE CONCEPTS A DIVISION OF OFFICE EXPRESS OFFICE PRODUCTS 319 BROADWAY ST. WATERLOO, IA 50703 PH: (319) 234-1221 FAX: (319) 234-6506	
LOCATION	North Liberty IA		ACCOUNT EXECUTIVE			Kevin B
PROJECT DESCRIPTION	Ranshaw House		DESIGNER			Jill G.
START DATE	REVISION DATE	RELEASED FOR INSTALL	CLIENT SIGNATURE	<small>This drawing and the related specifications are sole property of Office Concepts Ltd and any use thereof and/or reproduction thereof is expressly prohibited without the written consent of Office Concepts Ltd. Neither the drawing nor the information containing herein are to be used for fabrication or installation until countersigned an original by the designer.</small>		
PLAN	PLAN/3D	SCALE	1/8" = 1'-0"			SIGNATURE

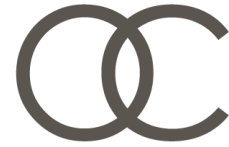


Second Level

CLIENT	City of North Liberty		PROJECT #	 <p>space planning . consulting . design . furniture . installations</p>	<p>OFFICE CONCEPTS A DIVISION OF OFFICE EXPRESS OFFICE PRODUCTS</p>	
LOCATION	North Liberty IA		ACCOUNT EXECUTIVE			Kevin B
PROJECT DESCRIPTION	Ranshaw House		DESIGNER			Jill G.
START DATE	REVISION DATE	RELEASED FOR INSTALL	CLIENT SIGNATURE			<p><small>This drawing and the related specifications are sole property of Office Concepts Ltd and any use thereof and/or reproduction thereof is expressly prohibited without the written consent of Office Concepts Ltd. Neither the drawing nor the information containing herein are to be used for fabrication or installation until countersigned an original by the designer.</small></p>
PLAN	PLAN/3D	SCALE	1/8" = 1'-0"	SIGNATURE	DATE	

319 BROADWAY ST. WATERLOO, IA 50703
PH: (319) 234-1221
FAX: (319) 234-6506

PROPOSAL



Office Concepts

a division of OfficeExpress office products

City of North Liberty - Budget Purposes

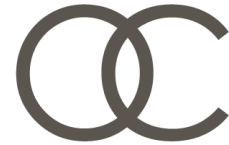
Davenport - Pier One Building | Furniture

Date: 8/16/2022

Attn: Samantha Kersten

Notes:

Line	Qty	Part Number	Part Description	Tag	Sell	Ext Sell
Front Meeting Space						
1	8	C03SDC0301	IRMA,SIDE CHAIR,4-LEG,MOBILE,BLACK LEGS,BLACK SHELL	chairs	\$246.81	\$1,974.48
			<i>Color Black</i>			
2	2	75K2448HRL	DOCK,TRAINING TABLE,HALF ROUND,LAMINATE	top	\$243.48	\$486.96
		P	1/8" MOLDED VIN			
		X	NO GROMMET			
		STD	STANDARD GROUP 1			
		822	SMOKE QUARSTONE			
		462	CINDER			
3	2	75K2028CFM	DOCK,TABLE BASE,T,BLADE,MOBILE,PAINT,QTY 2	base	\$322.58	\$645.16
		462	CINDER			
		462	CINDER			
		C45	BLACK CASTER			
4	2	75K2448RTL	DOCK,TRAINING TABLE,RECTANGULAR,LAMINATE	top	\$186.31	\$372.62
		P	1/8" MOLDED VIN			
		X	NO GROMMET			
		STD	STANDARD GROUP 1			
		822	SMOKE QUARSTONE			
		462	CINDER			



City of North Liberty - Budget Purposes

Davenport - Pier One Building | Furniture

Date: 8/16/2022

Attn: Samantha Kersten

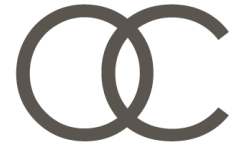
Notes:

Line	Qty	Part Number	Part Description	Tag	Sell	Ext Sell
5	2	75K204828CFFTM	DOCK, TABLE BASE, T, KONFIGUR, FLIP NEST, PAINT	base	\$583.20	\$1,166.40
		462	CINDER			
		462	CINDER			
		C45	BLACK CASTER			
6	1	surcharge			\$374.12	\$374.12
					Subtotal:	\$5,019.74

Second Floor Meeting & Alcove

7	6	C03SDC0301	IRMA, SIDE CHAIR, 4-LEG, MOBILE, BLACK LEGS, BLACK SHELL	chairs	\$246.81	\$1,480.86
			Color Black			
8	2	75K2448HRL	DOCK, TRAINING TABLE, HALF ROUND, LAMINATE	top	\$243.48	\$486.96
		P	1/8" MOLDED VIN			
		X	NO GROMMET			
		STD	STANDARD GROUP 1			
		822	SMOKE QUARSTONE			
		462	CINDER			
9	3	75K2028CFTM	DOCK, TABLE BASE, T, BLADE, MOBILE, PAINT, QTY 2	base	\$322.58	\$967.74
		462	CINDER			

PROPOSAL



Office Concepts

a division of OfficeExpress office products

City of North Liberty - Budget Purposes

Davenport - Pier One Building | Furniture

Date: 8/16/2022

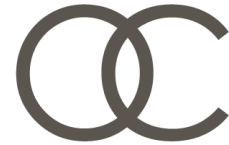
Attn: Samantha Kersten

Notes:

Line	Qty	Part Number	Part Description	Tag	Sell	Ext Sell
		462	CINDER			
		C45	BLACK CASTER			
10	1	75K2448RTL	DOCK,TRAINING TABLE,RECTANGULAR,LAMINATE top		\$186.31	\$186.31
		P	1/8" MOLDED VIN			
		X	NO GROMMET			
		STD	STANDARD GROUP 1			
		822	SMOKE QUARSTONE			
		462	CINDER			
11	1	surcharge			\$251.43	\$251.43
					Subtotal:	\$3,373.30

Second Floor Offices

12	6	C03SDC0301	IRMA,SIDE CHAIR,4-LEG,MOBILE,BLACK LEGS,BLACK SHELL	Guest Chairs	\$246.81	\$1,480.86
			<i>Color Black</i>			
13	3	1113.T	Mavic, Midback Mesh, Collaborative 5-star Base, task chairs Swivel Tilt Mechanism		\$421.95	\$1,265.85
		LA1	Onyx			
		FC1	Black Frame			
		BT1	5-Star Base			
		BC1	Black Nylon Base			
		CS6	Hard Floor and Carpet Casters			



City of North Liberty - Budget Purposes

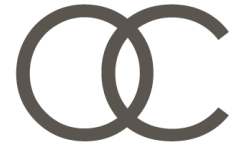
Davenport - Pier One Building | Furniture

Date: 8/16/2022

Attn: Samantha Kersten

Notes:

Line	Qty	Part Number	Part Description	Tag	Sell	Ext Sell
		CH1	Standard Cylinder			
		MC5	Onyx (Black) Mesh Color			
		FABRIC	Fabric Grade Selections			
		FG2	Fabric Grade 2			
		PIXEL	Pixel Color Selections			
		BEAVER	Pixel Beaver			
		~	Std Packaging			
14	3	83N3060SRTL	FOOTINGS,30DX60W,SOFT RECTANGULAR TOP,HPLDesk Top		\$517.93	\$1,553.79
		V462	SOFTENED PVC,CINDER			
		X	NO GROMMET			
		STD	STANDARD LAMINATE			
		822	SMOKE QUARSTONE			
15	3	CBV244428YBKP	FOOTINGS,24DX44WX28H,Y BASE KIT	Desk Base	\$449.79	\$1,349.37
		462	CINDER			
		462	CINDER			
16	2	71N1815PMFFM	ALLOY,18DX15W,PEDESTAL,MOBILE,FILE/FILE,META L	Mobile Storage	\$404.53	\$809.06
		5	INTEGRATED			
		KRB	RANDOM CORE,INSTALLED,BLACK			
		STD	STANDARD,NON-METALLIC PAINT			
		462	CINDER			
17	1	WW2430WSSDL	WAVEWORKS,24DX30W,SURFACE,RECTANGULAR, HPL	Storage WS	\$134.85	\$134.85
		M	MAIN			



City of North Liberty - Budget Purposes

Davenport - Pier One Building | Furniture

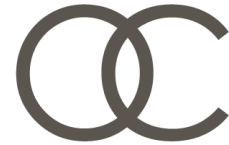
Date: 8/16/2022

Attn: Samantha Kersten

Notes:

Line	Qty	Part Number	Part Description	Tag	Sell	Ext Sell
		V462	SOFTENED PVC,CINDER			
		X	NO GROMMET			
		X	NO WIRE MANAGER			
		X	NO MODIFIED DEPTH (STANDARD)			
		X	NO MODIFIED WIDTH (STANDARD)			
		STD	STANDARD LAMINATE			
		822	SMOKE QUARSTONE			
18	2	WW2315PUFFM	WAVEWORKS,23DX15W,PEDESTAL,UNDERSURFACEFF ,FILE/FILE,METAL		\$269.68	\$539.36
		5	INTEGRATED			
		KRB	RANDOM CORE,INSTALLED,BLACK			
		STD	STANDARD,NON-METALLIC PAINT			
		462	CINDER			
19	1	WW3038BCOL	WAVEWORKS,30WX38H,BOOKCASE,OPEN,SET ON,LAMINATE	Bookcase	\$294.46	\$294.46
		462	CINDER			
20	6	C02LNG0201	BEHL,LOUNGE CHAIR,ELM CHARCOAL UPH,CINDER	Lounge	\$756.00	\$4,536.00
21	3	C01SDT0201	COHEN,SIDE TABLE,MATTE BLACK,C01SDT0201	Table	\$671.35	\$2,014.05
22	1	surcharge			\$972.19	\$972.19
					Subtotal:	\$14,949.84

PROPOSAL



Office Concepts

a division of OfficeExpress office products

City of North Liberty - Budget Purposes

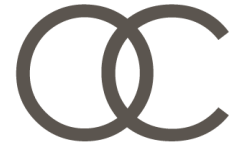
Davenport - Pier One Building | Furniture

Date: 8/16/2022

Attn: Samantha Kersten

Notes:

Line	Qty	Part Number	Part Description	Tag	Sell	Ext Sell
Teen Living Room						
23	1	HEMKR426036L	Build Makerspace Table 42x60 Counter w/ Lam Top	Mobile Table	\$1,027.76	\$1,027.76
		.N	No Grommets			
		\$(L1STD)	Grd L1 Standard Laminates			
		.A9	Steel Mesh			
		.AT	Atom			
		.C	Casters			
		\$(P3)	Grade 3			
		.P8S	Atom			
24	4	N36CM	DITTO,COUNTER HEIGHT STOOL,PLASTIC SEAT	stools	\$251.11	\$1,004.44
		208	BLACK			
		C56	SOFT GLIDE			
25	2	C02BKC0102	BRUTUS,BOOKCASE,BLACK	Bookcase	\$533.41	\$1,066.82
26	1	sucharge			\$166.32	\$166.32
27	1	F027-38x38x32-G	Two Step 38"L x 38"W x 32"H (1st step height 16.5") Sofa-1		\$1,051.22	\$1,051.22
		C-FAB SIDE	Select Fabric Side Finish			
		GR1	Grade-1			
		LIN	Linette			
		FLA	Flame			
		C-FAB BACK	Select Fabric Back Finish			



City of North Liberty - Budget Purposes

Davenport - Pier One Building | Furniture

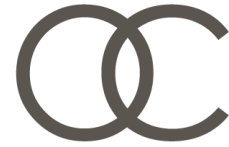
Date: 8/16/2022

Attn: Samantha Kersten

Notes:

Line	Qty	Part Number	Part Description	Tag	Sell	Ext Sell
		GR1	Grade-1			
		LIN	Linette			
		MOS	Moss			
		C-FAB STEP1	Select Fabric Step-1 Finish			
		GR1	Grade-1			
		LIN	Linette			
		BLA	Black			
		C-FAB STEP2	Select Fabric Step-2 Finish			
		GR1	Grade-1			
		LIN	Linette			
		TOF	Toffee			
28	2	F029-38x38x32-G	Two Step Inside Corner 38"L x 38"W x 32"H (Step/Seat height 16.5")	Sofa-2	\$1,412.20	\$2,824.40
		C-FAB SIDE	Select Fabric Side Finish			
		GR1	Grade-1			
		LIN	Linette			
		MOS	Moss			
		C-FAB BACK	Select Fabric Back Finish			
		GR1	Grade-1			
		LIN	Linette			
		FLA	Flame			
		C-FAB STEP1	Select Fabric Step-1 Finish			
		GR1	Grade-1			
		LIN	Linette			
		BLA	Black			
		C-FAB STEP2	Select Fabric Step-2 Finish			
		GR1	Grade-1			
		LIN	Linette			
		PEA	Peacock			

PROPOSAL



Office Concepts

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City of North Liberty - Budget Purposes

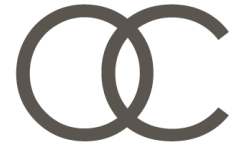
Davenport - Pier One Building | Furniture

Date: 8/16/2022

Attn: Samantha Kersten

Notes:

Line Qty	Part Number	Part Description	Tag	Sell	Ext Sell
				Subtotal:	\$7,140.96
TV/Flex Space					
29	1 C02BKC0102	BRUTUS,BOOKCASE,BLACK	Bookcase	\$533.41	\$533.41
30	1 CP-36E	UNIVERSAL,36DIA,CONFERENCE TOP,ROUND,LAM table top		\$273.49	\$273.49
	X	NO GROMMET			
	461	GRAPHITE			
31	1 CBV2828P4BP	CONFERENCE,28WX28H,BASE,4 PRONG	table base	\$210.60	\$210.60
	X	NO CUTOUT			
	462	CINDER			
	462	CINDER			
32	1	surcharge		\$82.11	\$82.11
33	2 F005-18X18-G	Round- 18x18H with Glides	otoomans	\$178.54	\$357.08
	(FAB)	F005 18" Fabric Top			
	(FAB/VG1)	Grade 1 Fabric			
	VG1SI)	Grade 1 Fabric Silvertex			
	STX-8805	Silvertex Jet			
	VG1SI)	Grade 1 Fabric Silvertex			



City of North Liberty - Budget Purposes

Davenport - Pier One Building | Furniture

Date: 8/16/2022

Attn: Samantha Kersten

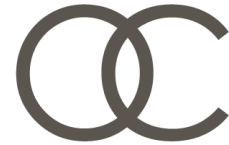
Notes:

Line	Qty	Part Number	Part Description	Tag	Sell	Ext Sell
		STX-8805	Silvertex Jet			
		~	No CAL 133 Fire Retardant			
		~	No 5" Metal Legs			
		~	*** No Power ***			
		~	No Embroidery			
34	2	F121-20x45x37.7-Z	Zero Gravity Chair 20"L x 45"W x 37.7"H	Lounger	\$768.29	\$1,536.58
		BACK & SEAT	Select Fabric Back & Seat Finish			
		GR1	Grade-1			
		SIL	Silvertex Neo			
		STX-8840	Sterling			
		C-FAB SIDE	Select Fabric Side Finish			
		GR1	Grade-1			
		BOB	Bobby			
		FUC	Fuchsia			
					Subtotal:	\$2,993.27

Welcome Space

35	1	WW2466WSSDL	WAVEWORKS,24DX66W,SURFACE,RECTANGULAR, Worksurface HPL		\$240.62	\$240.62
		M	MAIN			
		V462	SOFTENED PVC,CINDER			
		X	NO GROMMET			
		X	NO WIRE MANAGER			
		20.5000	20 1/2 (520.5 MM)			
		63.5000	63 1/2 (1613 MM)			

PROPOSAL



Office Concepts

a division of OfficeExpress office products

City of North Liberty - Budget Purposes

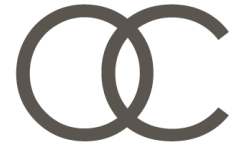
Davenport - Pier One Building | Furniture

Date: 8/16/2022

Attn: Samantha Kersten

Notes:

Line	Qty	Part Number	Part Description	Tag	Sell	Ext Sell
		STD	STANDARD LAMINATE			
		822	SMOKE QUARSTONE			
36	2	105879	Poppin - Stash 4 Door Lockers	Lockers	\$1,099.00	\$2,198.00
			<i>Color - Charcoal</i>			
37	1	surcharge			\$190.23	\$190.23
					Subtotal:	\$2,628.85
		Install	Installation Services		\$1,223.11	\$1,223.11
					GRAND TOTAL:	\$37,329.07



City of North Liberty - Budget Purposes

Davenport - Pier One Building | Furniture

Date: 8/16/2022

Attn: Samantha Kersten

Notes:

Line Qty	Part Number	Part Description	Tag	Sell	Ext Sell
----------	-------------	------------------	-----	------	----------

Projects will require 50% payment due upon acceptance of project.

**product will not be ordered until the down payment is received

25% payment is due once product has arrived into our facilities.

Final 25% will be invoiced at time of project completion/installation.

Storage fees may apply after 30 days.

**Due to material and labor shortages, lead times may be delayed.

Our lead times represent current estimates provided from our furniture manufacturers at time of order.

**Pricing and/or fuel surcharges are subject to change due to current market conditions.

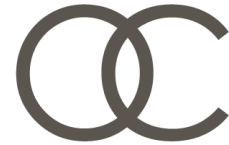
**Furniture is non-returnable.

**Delivery location is required to be free of debris prior to the scheduled installation date. May be subject to additional fees if job site is not in adequate conditions.

Signature

Date

PROPOSAL



Office Concepts

a division of OfficeExpress office products

City of North Liberty - Budget

Ranshaw House | Window Blinds Budgets

Date: 8/16/2022

Attn: Nick Bergus & Micah James

Notes: Budget Purposes only - not order ready. Finishes & Style need verification.

Line	Qty	Part Number	Part Description	Tag	Sell	Ext Sell
1	1	HD CL82	HD Aluminum Horizontal Blinds: 064 Bronze		\$2,737.33	\$2,737.33
					Subtotal:	\$2,737.33
		Install	Installation Services		\$972.00	\$972.00
					GRAND TOTAL:	\$3,709.33



City of North Liberty - Budget

Ranshaw House | Window Blinds Budgets

Date: 8/16/2022

Attn: Nick Bergus & Micah James

Notes: Budget Purposes only - not order ready. Finishes & Style need verification.

Line Qty	Part Number	Part Description	Tag	Sell	Ext Sell
----------	-------------	------------------	-----	------	----------

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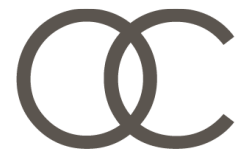
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Signature

Date



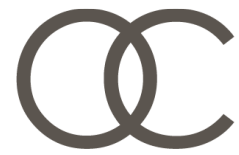
Office Concepts

a division of OfficeExpress office products

City of North Liberty

Ranshaw House | Teen Living Room





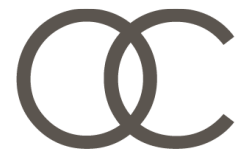
Office Concepts

a division of OfficeExpress office products

City of North Liberty

Ranshaw House | Office Layout





Office Concepts

a division of OfficeExpress office products

City of North Liberty

Ranshaw House | Meeting Space





Police Department Agreements

28E AGREEMENT
BETWEEN JOHNSON COUNTY, THE UNIVERSITY OF IOWA, AND THE CITY OF
IOWA CITY, IOWA FOR THE CREATION AND OPERATION OF THE JOINT FORENSIC
ANALYSIS CYBER TEAM
("J-FACT")

THIS AGREEMENT pursuant to Chapter 28E, Code of Iowa, is made and entered into by and between Johnson County, Iowa (through the Johnson County Sheriff's Office), the University of Iowa (through the University of Iowa Department of Public Safety), and the City of Iowa City (through the Iowa City Police Department), the City of North Liberty (through the North Liberty Police Department), and the City of Coralville (through the Coralville Police Department) hereinafter referred to collectively as the "Parties".

WHEREAS, the University of Iowa Department of Public Safety, ~~and~~ the Iowa City Police Department, the North Liberty Police Department, and the Coralville Police Department operate within Johnson County and, together with the Johnson County Sheriff's Office, provide police protection and law enforcement services within their respective jurisdictions; and

WHEREAS, the number of criminal investigations with a digital or cyber nexus continues to grow at a rapid pace with digital forensic evidence often being a key component; and

WHEREAS, the Parties have taken steps in their respective agencies to invest in specialized training and equipment for forensic digital and cyber evidence examination and collection to further their mission; and

WHEREAS, the Parties recognize the benefit and efficiency of joining their capabilities and resources to better serve the public and collaborate while sharing skills, equipment, knowledge, and revenue;

THEREFORE, the Parties agree as follows:

1. Title. To conduct joint and cooperative digital and cyber investigative action, the Parties hereby establish a "Joint Forensic Analysis Cyber Team" ("J-FACT").

2. Term/Duration. This Agreement shall be effective upon approval by all parties and filing with the Iowa Secretary of State as provided in Section 28E.8 of the Iowa Code (2021). Johnson County is responsible for filing the initial agreement as well as any periodic reports required by the Iowa Secretary of State. The initial term of this Agreement shall be three (3) years, commencing on the date of filing with the Iowa Secretary of State, and shall renew automatically for succeeding terms of three (3) years each on the same terms and conditions as contained in this Agreement, unless written notice is given by one party to the other parties at least ninety (90) days prior to the expiration of any term of their intention not to renew the Agreement, and otherwise unless terminated in the manner provided below.

3. Purpose. Pursuant to Chapter 28E, Code of Iowa, the Parties do hereby agree that the purpose of this Agreement is to provide and administer digital and forensic cyber analysis and investigative services for law enforcement agencies, under the terms, limitations and conditions as set out in this Agreement. No separate legal or administrative entity is created by virtue of this Agreement.

4. Personnel, Training, Equipment and Facilities. The Parties agree each individual agency shall supply personnel, equipment, and other available resources in support of each officer appointed to the Joint Forensic Analysis Cyber Team. In furtherance of this agreement, the Parties agree each individual agency shall be responsible for providing specialized digital forensic training to their respective officers participating in J-FACT operations as resources permit. Initial J-FACT operations will principally be located in the University of Iowa's Multi-Tenant Facility located at 2501 Crosspark Road, Coralville, Iowa, with security-enabled internet/network connections furnished by the University of Iowa at its sole cost.

5. Personnel and Equipment. Each Party agrees to supply their personnel assigned to J-FACT during routine operation. However, should a pressing need or emergency arise within the jurisdiction of any of the participating agencies which conflicts with service of assigned officers with the J-FACT, said agency may recall such personnel and equipment or any part thereof for the duration of the pressing need or emergency. All equipment provided by the Parties to J-FACT remains the exclusive property of that party.

6. Authority of Participating Officers. A peace officer employed by any of the parties to the Agreement shall have the full power, authority, and jurisdiction as a peace officer to investigate and examine any evidence submitted from within the jurisdictional boundaries of the Parties, or in acting pursuant to a related investigation. The purpose of this Agreement is to recognize the guidelines, terms and conditions set forth in Iowa Code Section 28D relating to the interchange of federal, state, and local government employees, and the Parties' signatory hereby adopt and acknowledge as a working agreement among them the terms of Chapter 28D.

7. Supervision. The Parties agree personnel assigned to J-FACT are subject to the management and supervision within their respective agency. Any personnel assigned to J-FACT, regardless of rank, shall not be subordinate to another.

8. Reimbursements for Costs. The Parties shall not be required to reimburse the other members of this Agreement for the cost of providing the services set forth in this Agreement. Each Party shall pay its own costs, including but not limited to wages and salaries including overtime, benefits, MFPRSI, IPERS, equipment, equipment repairs, and material for training and response. The Parties shall all make reasonable contributions to the ongoing operational and training expenses of J-FACT. Any personal property or department equipment provided for use in the joint undertaking described herein shall be owned by the Party or parties that acquired such personal property or equipment. Each Party shall independently finance and budget for its participating officers' activities under this Agreement. No real or personal property will be purchased, held, or disposed of in the performance of this Agreement; said property shall remain

the property of the participating agencies or the individual officers, as appropriate. In the event that the Agreement is terminated, any department equipment or personal property used in the joint undertaking shall be retained by the Party that acquired said equipment or property.

9. Revenue Apportionment. The Parties may agree to assess reasonable reimbursement fees for digital forensic services provided by the J-FACT to law enforcement agencies who are not participants in this Agreement. The Parties agree the disposition of reimbursement revenue shall be allocated 40% to Johnson County, 30% to the University of Iowa, and 30% to the City of Iowa City. Johnson County shall administer the billing, collection and disbursement to the other Parties of reimbursement fees. Johnson County shall disburse allocations of reimbursement revenue to the University of Iowa and City of Iowa City twice per fiscal year, no later than June 30 and January 30.

10. Termination. The Agreement may be terminated by mutual agreement of the Parties. Participation in this Agreement may be terminated by any one party upon providing 90-days' advance written notice to the other Parties, in which case this Agreement shall remain in effect as to any non-terminating agencies.

11. Administration. The J-FACT shall be overseen, and the Parties' duties and responsibilities herein shall be coordinated, by the representatives of each Party's respective law enforcement agency, to wit the Johnson County Sheriff on behalf of Johnson County, the Director of Public Safety on behalf of the University of Iowa, and the Iowa City Police Chief on behalf of the City of Iowa City. This shall include the regular consultation and coordination among such designees as to provision of adequate resources to the J-FACT.

12. Policy. J-FACT Personnel are subject to the policies and procedures provided by their individual member organizations. J-FACT may establish laboratory policies or obtain accreditation from a third party upon unanimous agreement among the Agreement Administrators. J-FACT, assigned officers and participating agencies shall adopt and/or follow such operational security and other measures as are necessary and prudent to safeguard the methods and results of the team's analyses and investigations.

13. Notices.

Notice to Johnson County must be in writing and addressed to: Johnson County Sheriff, PO Box 2540, 511 S Capitol St., Iowa City, Iowa 52242.

Notice to the University of Iowa must be in writing and addressed to University of Iowa Director of Public Safety, 808 University Capitol Centre, 200 S Capitol St., Iowa City, Iowa 52242.

Notice to the City of Iowa City must be in writing and address to Iowa City Police Chief of Police, 410 E Washington St., Iowa City, IA 52240.

Notice to the City of North Liberty must be in writing and addressed to North Liberty Police Chief, 340 N. Main St, North Liberty, Iowa 52317.

Notice to the City of Coralville must be in writing and addressed to Coralville Police Chief, 1501 5th St, Coralville, Iowa 52241

Formatted: Superscript

Notice is sufficient if delivered by ordinary mail.

14. Liability. Each Party shall bear the liability and/or cost of damage to its equipment and the death of or injury to its personnel caused by itself, regardless of the location of the incident. Nothing herein is intended to alter any of the parties' ultimate responsibilities for their employees under Iowa law, including liability for or immunity from third-party claims. Each Party hereto hereby expressly waives all claims of whatever type or nature, except for gross negligence or intentional misconduct, against the other agencies and their personnel, which may arise out of the performance of this Agreement. To the extent permitted by law, all the powers, duties, right, and privileges and immunities from liability which surround the activities of the J-FACT when performing its functions within the public agencies' territorial limits or for other agencies responsive to such requests for assistance, shall apply to the activities of the J-FACT, team members, other peace officers or employees, or agencies while furnishing assistance outside their territorial limits under the terms of this Agreement.

15. Waiver. The waiver by any Party of any covenant or condition of this Agreement shall not thereafter preclude such Party from demanding performance in accordance with the terms of this Agreement.

16. Severability. If a provision shall be finally declared void or illegal by any court or administrative agency having jurisdiction over the Parties to this Agreement, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

17. Amendments. This Agreement represents the entire agreement of the Parties. This Agreement is not intended to supersede any prior agreements between participating agencies or prevent any of the Parties from adopting other agreements relating to cooperative law enforcement activities. Any amendments must be in writing and unanimously approved by the Agreement Administrators.

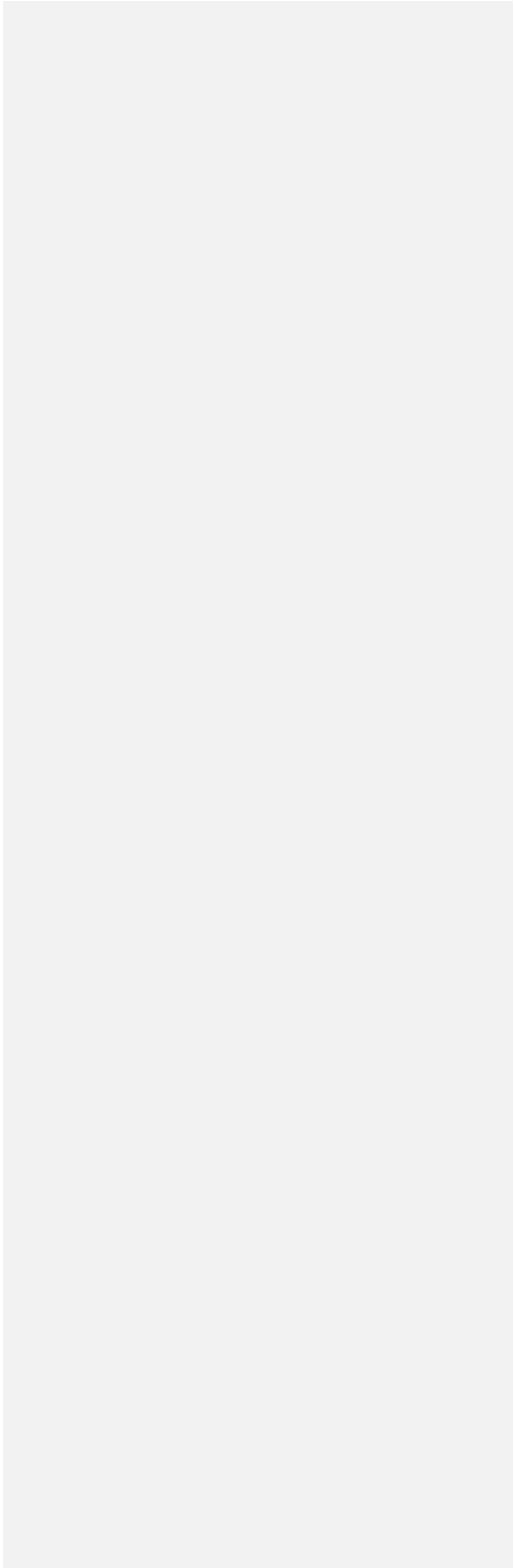
18. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa and applicable federal law.

19. Entire Agreement. This Agreement sets forth all of the covenants, promises, agreements, and conditions between Johnson County, the University of Iowa and the City of Iowa City concerning the Joint Forensic Analysis Cyber Team, and there are no other covenants, promises, agreements or conditions, either oral or written, between them. This Agreement may not be modified or amended in any manner except by an instrument in writing executed by the Parties.

20. Authority. Each of the undersigned declares and certifies they had been authorized by their respective executive or governing body to execute this Agreement on behalf of the Parties to this Agreement.

IN WITNESS HEREOF, the parties have executed this Agreement on the dates given below.

[signature pages follow]



JOHNSON COUNTY SIGNATURE PAGE

for

28E AGREEMENT BETWEEN JOHNSON COUNTY, THE UNIVERSITY OF IOWA, AND
THE CITY OF IOWA CITY, IOWA FOR THE CREATION AND OPERATION OF THE
JOINT FORENSIC ANALYSIS CYBER TEAM (“J-FACT”)

This agreement was approved by official action of the Johnson County Board of Supervisors in
official session on the _____ day of _____, 2021.

For: JOHNSON COUNTY, IOWA

By: _____
Royceann Porter, Chairperson

DATE: _____

Attest:

County Auditor/Designee

County Sheriff: _____

CITY OF IOWA CITY SIGNATURE PAGE
for
28E AGREEMENT BETWEEN JOHNSON COUNTY, THE UNIVERSITY OF IOWA, AND
THE CITY OF IOWA CITY, IOWA FOR THE CREATION AND OPERATION OF THE
JOINT FORENSIC ANALYSIS CYBER TEAM (“J-FACT”)

This agreement was approved by official action of the City Council of Iowa City in official session on the _____ day of _____, 2021.

For: the CITY OF IOWA CITY, IOWA

By: _____
Bruce Teague, Mayor

DATE: _____

Attest:

City Clerk

Approved:
City Attorney’s Office: _____

UNIVERSITY OF IOWA SIGNATURE PAGE
for
28E AGREEMENT BETWEEN JOHNSON COUNTY, THE UNIVERSITY OF IOWA, AND
THE CITY OF IOWA CITY, IOWA FOR THE CREATION AND OPERATION OF THE
JOINT FORENSIC ANALYSIS CYBER TEAM (“J-FACT”)

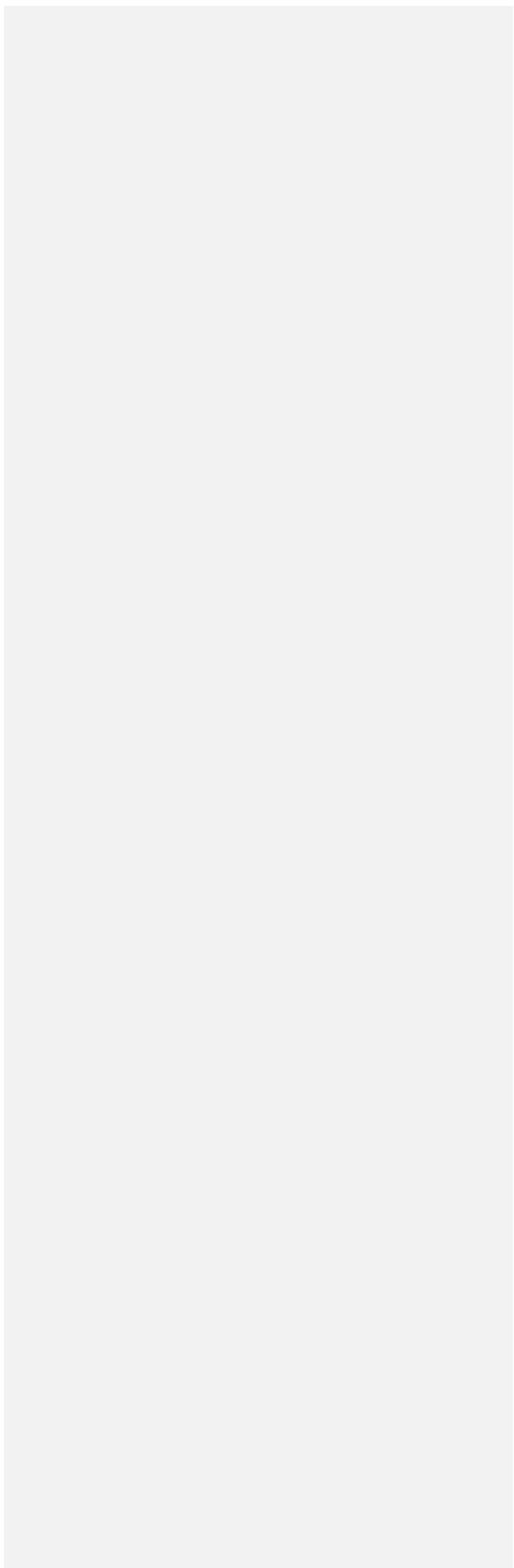
For: the UNIVERSITY OF IOWA

By: _____
Rod Lehnertz
Senior Vice President for Finance & Operations

DATE: _____

Attest:

Director, Dept. of Public Safety: _____



FIRST AMENDMENT TO THAT 28E AGREEMENT
BETWEEN JOHNSON COUNTY, THE UNIVERSITY OF IOWA, AND THE CITY OF
IOWA CITY, IOWA FOR THE CREATION AND OPERATION OF THE JOINT FORENSIC
ANALYSIS CYBER TEAM (“J-FACT”)

THIS FIRST AMENDMENT to that above-entitled AGREEMENT, made and entered into by and between Johnson County, Iowa (through the Johnson County Sheriff’s Office), the University of Iowa (through the University of Iowa Department of Public Safety), and the City of Iowa City (through the Iowa City Police Department), pursuant to Chapter 28E, Code of Iowa and filed with the Iowa Secretary of State on August 5, 2021, Secretary of State Filing No. M513963 (the “Agreement”), is hereby made and by this First Amendment the City of North Liberty (through the North Liberty Police Department) and the City of Coralville (through the Coralville Police Department) are now entering into said Agreement, all the above-named local governments hereinafter referred to collectively as the "Parties".

WHEREAS, the University of Iowa Department of Public Safety, the Iowa City Police Department, the North Liberty Police Department, and the Coralville Police Department operate within Johnson County and, together with the Johnson County Sheriff’s Office, provide police protection and law enforcement services within their respective jurisdictions; and

WHEREAS, the number of criminal investigations with a digital or cyber nexus continues to grow at a rapid pace with digital forensic evidence often being a key component; and

WHEREAS, the Parties have taken steps in their respective agencies to invest in specialized training and equipment for forensic digital and cyber evidence examination and collection to further their mission; and

WHEREAS, the Parties recognize the benefit and efficiency of joining their capabilities and resources to better serve the public and collaborate while sharing skills, equipment, knowledge, and revenue; and

WHEREAS, Johnson County, Iowa, the University of Iowa, and the City of Iowa City wish to add the City of North Liberty and the City of Coralville as parties to the Agreement and the City of North Liberty and the City of Coralville wish to join and enter into said Agreement;

THEREFORE, the Parties agree as follows:

1. The City of North Liberty and the City of Coralville do each approve and agree to become a party to the Agreement filed with the Iowa Secretary of State on August 5, 2021 and the terms and provisions thereof. Said Agreement filed with the Iowa Secretary of State contains the signatures of all of the entities participating in the J-FACT project. The City of North Liberty and the City of Coralville shall become members of J-FACT upon the filing and recording of this First Amendment as required by Iowa Code section 28E.8 and paragraph 19 of the Agreement.
2. The Agreement is hereby amended by the Parties in the following respects:
 - a. The name of the Agreement shall be changed to:

“28E AGREEMENT BETWEEN JOHNSON COUNTY, THE UNIVERSITY OF IOWA, THE CITY OF IOWA CITY, IOWA, THE CITY OF CORALVILLE, IOWA, AND THE CITY OF NORTH LIBERTY, IOWA FOR THE CREATION AND OPERATION OF THE JOINT FORENSIC ANALYSIS CYBER TEAM (“J-FACT”)”

b. Paragraph 4 is deleted and replaced in its entirety as follows:

“4. Personnel, Training, Equipment and Facilities. The Parties agree each individual agency shall supply personnel, equipment, and other available resources in support of each officer appointed to the Joint Forensic Analysis Cyber Team. In furtherance of this agreement, the Parties agree each individual agency shall be responsible for providing specialized digital forensic training to their respective officers participating in J-FACT operations as resources permit. Initial J-FACT operations will principally be located on property and space provided by the University of Iowa with security-enabled internet/network connections furnished by the University of Iowa at its sole cost.”

c. Paragraph 9 is deleted and replaced in its entirety as follows:

“9. Revenue Apportionment. The Parties may agree to assess reasonable reimbursement fees for digital forensic services provided by the J-FACT to law enforcement agencies who are not participants in this Agreement. The Johnson County Sheriff’s Office will be responsible for invoicing of these reimbursement fees and revenue collection. These revenues will be reinvested into the JFACT and account balance information provided to membership agencies at quarterly meetings or upon request.”

d. Paragraph 11 is deleted and replaced in its entirety as follows:

“11. Administration. The J-FACT shall be overseen, and the Parties’ duties and responsibilities herein shall be coordinated, by the representatives of each Party’s respective law enforcement agency, to wit the Johnson County Sheriff on behalf of Johnson County, the Director of Public Safety on behalf of the University of Iowa, the Iowa City Police Chief on behalf of the City of Iowa City, the Coralville Police Chief on behalf of the City of Coralville, and the North Liberty Police Chief on behalf of the City of North Liberty. This shall include the regular consultation and coordination among such designees as to provision of adequate resources to the J-FACT.”

e. Paragraph 13 is deleted and replaced in its entirety as follows:

“13. Notices. Notice to Johnson County must be in writing and addressed to: Johnson County Sheriff, PO Box 2540, 511 S Capitol St., Iowa City, Iowa 52242.

Notice to the University of Iowa must be in writing and addressed to University of Iowa Director of Public Safety, 808 University Capitol Centre, 200 S Capitol St., Iowa City, Iowa 52242.

Notice to the City of Iowa City must be in writing and address to Iowa City Police Chief of Police, 410 E Washington St., Iowa City, IA 52240.

Notice to the City of North Liberty must be in writing and addressed to North Liberty Police Chief, 340 N. Main St, North Liberty, Iowa 52317.

Notice to the City of Coralville must be in writing and addressed to Coralville Police Chief, 1501 5th St, Coralville, Iowa 52241

Notice is sufficient if delivered by ordinary mail.”

3. All other provisions of the original Agreement remain unchanged, and in full force and effect.

IN WITNESS HEREOF, the parties have executed this First Amendment to the Agreement on the dates given below.

[signature pages follow]

JOHNSON COUNTY SIGNATURE PAGE

for

FIRST AMENDMENT TO THAT 28E AGREEMENT

BETWEEN JOHNSON COUNTY, THE UNIVERSITY OF IOWA, AND THE CITY OF IOWA CITY, IOWA FOR THE CREATION AND OPERATION OF THE JOINT FORENSIC ANALYSIS CYBER TEAM (“J-FACT”)

This First Amendment to the above-described Agreement, including the joinder and entry into said Agreement as amended by the City of North Liberty and the City of Coralville, was approved by official action of the Johnson County Board of Supervisors in official session on the _____ day of _____, 2022.

For: JOHNSON COUNTY, IOWA

By: _____
Royceann Porter, Chairperson

DATE: _____

Attest:

County Auditor/Designee

County Sheriff: _____

CITY OF IOWA CITY SIGNATURE PAGE
for
FIRST AMENDMENT TO THAT 28E AGREEMENT
BETWEEN JOHNSON COUNTY, THE UNIVERSITY OF IOWA, AND THE CITY OF
IOWA CITY, IOWA FOR THE CREATION AND OPERATION OF THE JOINT FORENSIC
ANALYSIS CYBER TEAM (“J-FACT”)

This First Amendment to the above-described Agreement, including the joinder and entry into said Agreement as amended by the City of North Liberty and the City of Coralville, was approved by official action of the City Council of Iowa City in official session on the _____ day of _____, 2022.

For: the CITY OF IOWA CITY, IOWA

By: _____
Bruce Teague, Mayor

DATE: _____

Attest:

City Clerk

Approved:
City Attorney’s Office: _____

CITY OF CORALVILLE SIGNATURE PAGE

for

28E AGREEMENT BETWEEN JOHNSON COUNTY, THE UNIVERSITY OF IOWA, THE CITY OF IOWA CITY, IOWA, THE CITY OF CORALVILLE, IOWA, AND THE CITY OF NORTH LIBERTY, IOWA FOR THE CREATION AND OPERATION OF THE JOINT FORENSIC ANALYSIS CYBER TEAM (“J-FACT”)

This Agreement, including that original Agreement made and entered into by and between Johnson County, Iowa, the University of Iowa, and the City of Iowa City and filed with the Iowa Secretary of State on August 5, 2021 as well as its First Amendment to which this signature page is attached, was approved by official action of the City Council of Coralville in official session on the _____ day of _____, 2022.

For: the CITY OF Coralville, IOWA

By: _____
Meghann Foster, Mayor

DATE: _____

Attest:

City Clerk

Approved:
City Attorney’s Office: _____

CITY OF NORTH LIBERTY SIGNATURE PAGE

for

28E AGREEMENT BETWEEN JOHNSON COUNTY, THE UNIVERSITY OF IOWA, THE CITY OF IOWA CITY, IOWA, THE CITY OF CORALVILLE, IOWA, AND THE CITY OF NORTH LIBERTY, IOWA FOR THE CREATION AND OPERATION OF THE JOINT FORENSIC ANALYSIS CYBER TEAM (“J-FACT”)

This Agreement, including that original Agreement made and entered into by and between Johnson County, Iowa, the University of Iowa, and the City of Iowa City and filed with the Iowa Secretary of State on August 5, 2021 as well as its First Amendment to which this signature page is attached, was approved by official action of the City Council of North Liberty in official session on the _____ day of _____, 2022.

For: the CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman, Mayor

DATE: _____

Attest:

City Clerk

Approved:
City Attorney’s Office: _____

UNIVERSITY OF IOWA SIGNATURE PAGE

for

FIRST AMENDMENT TO THAT 28E AGREEMENT BETWEEN JOHNSON COUNTY, THE UNIVERSITY OF IOWA, AND THE CITY OF IOWA CITY, IOWA FOR THE CREATION AND OPERATION OF THE JOINT FORENSIC ANALYSIS CYBER TEAM (“J-FACT”)

This First Amendment to the above-described Agreement, including the joinder and entry into

said Agreement as amended by the City of North Liberty and the City of Coralville, was approved by official action of the University of Iowa as set forth below.

For: the UNIVERSITY OF IOWA

By: _____
Rod Lehnertz
Senior Vice President for Finance & Operations

DATE: _____

Attest:

Director, Dept. of Public Safety: _____

Resolution No. 2022-90

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE 28E AGREEMENT BETWEEN JOHNSON COUNTY, THE UNIVERSITY OF IOWA, THE CITY OF IOWA CITY ADDING THE CITY OF NORTH LIBERTY AND THE CITY OF CORALVILLE TO THE 28E AGREEMENT FOR THE CREATION AND OPERATION OF THE JOINT FORENSIC ANALYSIS CYBER TEAM (“J-FACT”)

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

WHEREAS, Johnson County, the University of Iowa, the City of Iowa City entered into a 28E Agreement in 2021 for sharing resources for digital and cyber crimes ;

WHEREAS, the original entities would like to expand the parties to include the City of North Liberty and the City of Coralville; and

WHEREAS, it is the parties’ desire to agree and establish, in writing, their understanding concerning the agreement for the creation and operation of the Joint Forensic Analysis Cyber Team.

NOW, THEREFORE, BE IT RESOLVED that that the attached amendment to the original 28E Agreement between the Johnson County, the University of Iowa, the City of Iowa City, the City of North Liberty and the City of Coralville is approved.

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

APPROVED AND ADOPTED this 23rd day of August, 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

Law Enforcement Liaison MOU
Johnson County Sheriff's Office, North Liberty Police Department, Coralville Police
Department and CommUnity Crisis Services

This agreement for Law Enforcement Liaison ("LEL") crisis support and follow up effective July 1, 2022 is by and between the Johnson County Sheriff's Office ("JCSO"), North Liberty Police Department ("NLPD"), Coralville Police Department ("CPD"), collectively the law enforcement entities ("LEEs") and CommUnity Crisis Services ("CommUnity"), a crisis mental health provider accredited by the American Association of Suicidology, Iowa Administrative Code 441- 24 (Chapter 24) and the International Council for Helplines (ICH).

Summary: JCSO, NLPD and CPD and CommUnity have agreed to enter into a partnership in order to provide services to meet the needs of people in Johnson County living with mental health challenges who have been involved in law enforcement interactions. The partnership will focus on providing increased access to mental health resources, diversion from hospitalization and jail, and other treatment services for individuals with mental illness or co-occurring mental health and substance abuse disorders.

RECITALS

- A. JCSO, NLPD and CPD through partnership with CommUnity desires to contract for a full-time LEL as part of their commitment to improve outcomes on mental health related calls for service and divert persons who need support and treatment from emergency room and jail.
- B. JCSO applied and was selected by the East Central Region MHDS to collaborate with NLPD, CPD and CommUnity, whose staff has the necessary qualifications, expertise and experience for crisis intervention, referral, and support to supervise a LEL position to collaborate with the LEEs.
- C. The LEEs have determined that entering into the Agreement with CommUnity to employ, train, supervise and support a liaison to work with the LEL is an appropriate way to serve and enhance the overall quality and safety of care for their constituents in Johnson County, North Liberty and Coralville.

In consideration of the foregoing recitals and mutual promises and covenants contained herein, the LEEs and CommUnity agree as follows:

I. LEEs Responsibilities

- a. JCSO, NLPD and CPD support the integration of the LEL position and at all levels of leadership of their respective law enforcement entities and will take strong initiative to help ensure success of this program.
- b. Each law enforcement entity will identify a leadership position within their office/departments to provide oversight and support to the LEL position, and to facilitate communication and coordination with CommUnity. The North Liberty Police Department will provide an office space for the liaison. The LEEs will collaborate to provide adequate office equipment and access to relevant information for the liaison.
- c. The LEL will be hired and employed by CommUnity but at least one of the LEEs will actively participate in the hiring and selection process. A background check must be conducted or approved by all three LEEs prior to start of employment. For the first twelve (12) months of the program beginning at the time of hiring of the LEL, any expenses incurred by CommUnity attributable to the program will be paid for by the East Center Regions MHDS.
- d. The LEEs agree to reimburse CommUnity for 25% of the gross salary and benefits for the LEL for the second year of the program. CommUnity will provide an invoice to each of the participating LEEs for an equal proportional share of a total amount that corresponds to 25% of the gross salary and benefits for the LEL, no later than May 15, 2024 with payment due by June 15, 2024. If the agreement is renewed for a third year, the LEEs agree to collectively reimburse CommUnity for an amount that corresponds to 50% of the gross salary and benefits for the LEL for the third year of the program. CommUnity will provide an invoice to each of the LEEs for an equal proportional share of the reimbursement amount no later than May 15, 2025 with payment due no later than June 15, 2025. If the contract is renewed for a fourth or subsequent year, the LEEs agrees to reimburse CommUnity for an amount that corresponds to 75% of the gross salary and benefits of the LEL for the fourth year or 75% of the gross salary and benefits for each subsequent year of the program respectively. Unless the parties agree otherwise, CommUnity will invoice the LEE's for an equal proportional share no later than May 15, 2026 or May 15, of any subsequent year, with payment due by June 15 of the fiscal year in which the invoice is received. Each of the LEEs will be responsible for paying its equal proportional share of the reimbursement amount through the

date of termination in the event that notice of termination is provided pursuant to this agreement. If any one of the three LEEs terminates the contract with CommUnity, the remaining LEEs will be responsible for payments allocated in equal proportions for each LEE that remain in the agreement with CommUnity.

II. CommUnity Responsibilities

- a. CommUnity will coordinate the hiring of a full-time trained crisis counselor as a LEL who will work with JCSO, NLPD and CPD to improve the level of service provided to the Johnson County community. While the three LEEs will be involved in overseeing certain aspects of day to day activities of the liaison and may provide input to CommUnity in making employment decisions, CommUnity shall be responsible for all employer functions including hiring, background checks, wages, benefits, supervision and discipline and final decisions relating thereto.
- b. The LEEs reserve the right to prohibit access to buildings, access to information, and/or suspend activities with the liaison in the event the liaison breaches confidentiality, accesses information without authorization, or violates other standards of conduct including but not limited to sexual harassment, implicit bias, respectful work environment, or other professional standards.
- c. CommUnity will be responsible for collaborating with the LEEs to effectively fulfill the program delivery items below in a manner satisfactory to the LEEs. Program Delivery will include the following activities:
 1. CommUnity will supervise and coordinate the duties and responsibilities of the LEL providing services to the LEEs.
 2. The LEL and CommUnity will collect program data that shall include, but is not limited to, date, address, nature of the contact or incident, basic demographic information, and resolution or disposition of the contact. CommUnity will disseminate program data including monthly data reports provided to all of the LEEs and an annual report which shall be delivered and to the LEEs no later than February 1st of the following year.
 3. CommUnity and the LEL will provide support, guidance and training to each of the LEEs in an effort to improve awareness and drive mental health initiatives and best practices as requested.
 4. CommUnity will provide case management and referral services to the clients served by the LEL, including support from the mobile crisis teams and crisis phone/chat/text teams providing crisis counseling, suicide assessment and linkage to other services.
 5. LEL will attend meetings as requested.
- d. The LEL, CommUnity supervisory staff and administration, and a designated representative from each LEE will participate in monthly meetings to explore improved responses to and increasing diversion from the criminal justice system for individuals who have a mental illness.
- e. CommUnity will maintain professional liability and general liability insurance, which includes each of the LEEs as a named insured, and present documentation of insurance coverage as requested.
- f. CommUnity will maintain both their Iowa Chapter 24 and American Association of Suicidology, and International Council for Helplines Accreditation.
- g. The LEEs and CommUnity will work together during the first two months of this contract to establish agreed upon standard operating procedures on when the LEL will deploy with officers, when calls could be diverted to the LEL directly and what resources will be utilized for crisis intervention calls occurring outside the normal working hours of the LEL. Standard operating procedures shall also include information regarding coordination of the LEL between the three LEEs including identifying the primary supervising staff at each office/department and agreements regarding the prioritization of resources between the three LEEs.
- h. The LEL and CommUnity agree to comply with confidentiality requirements required by law and as established through the agreed upon standard operating procedures.

III. Hold Harmless and Indemnification

- a. CommUnity Crisis Services shall defend, hold harmless and indemnify JCSO, NLPD, and CPD against any and all claims, liability, damages, including attorney's fees, or judgments asserted against, imposed or incurred by JCSO, NLPD and CPD that arise out of acts or omission of CommUnity Crisis Services agents or representatives, including the Law Enforcement Liaison, in the discharge of its responsibilities under this Agreement.
- b. CommUnity Crisis Services shall defend, hold harmless and indemnify JCSO, NLPD and CPD against any and all claims, liability, damages, including attorney's fees, or judgments asserted against the JCSO, NLPD and CPD in connection with the employment of the LEL, whether such claims be brought by the Law Enforcement Liaison or third parties.

- c. JCSO, NLPD and CPD shall defend, hold harmless and indemnify CommUnity against any and all claims, liability, damages or judgments asserted against, imposed or incurred by CommUnity that arise out of acts or omissions of JCSO NLPD, CPD agents or representatives in the discharge of its responsibilities under this Agreement. Such indemnification shall not extend to actions or omissions of the LEL or to claims brought against the LEL.

IV. Term

The term of this agreement is 7/1/2022-6/30-2023. The Agreement will be automatically extended for three additional one-year terms unless otherwise terminated as set forth herein. The agreement will terminate in June 30, 2026 unless affirmatively renewed by all of the parties prior to the termination.

V. Termination

With or Without showing Cause. With or without showing cause and without penalty by any of the parties at any time upon prior sixty (60) days written notice of termination to the other parties. Any LEEs providing notice to terminate will be responsible for payments due pursuant to Section I (d) of this agreement through the period of notification of intent to terminate.

VI. Miscellaneous

The following additional conditions apply to this Agreement:

- a. Severability. In the event that one or more of the provisions contained in the Agreement are declared invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be impaired thereby, unless the effect of such invalidity is to substantially impair or undermine either party's rights and benefits hereunder.
- b. Anti-Discrimination. CommUnity shall not discriminate against any person in employment or public accommodation because of race, religion, color, creed, gender identity, sex, national origin, sexual orientation, mental or physical disability, marital status or age. "Employment" shall include but not be limited to hiring, accepting, registering, classifying, promoting, or referring to employment. "Public accommodation" shall include but not be limited to providing goods, services, facilities, privileges and advantages to the public.
- c. Independent Contractor. CommUnity shall at all times remain an independent contractor with respect to the services to be performed under this Agreement, and nothing contained in this Agreement is intended to, or shall be construed as, creating or establishing the relationship of employer/employee between the parties. CommUnity shall be the employer of the Law Enforcement Liaison and shall be responsible for all employer functions including hiring, wages, benefits, supervision and discipline and final decisions relating thereto. JCSO, NLPD and CPD City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as CommUnity is an independent contractor.
- d. Modifications and amendments can be made to this agreement as long as all parties agree. All changes will be approved in writing and considered part of the agreement.

Johnson County Signature Page
For
Law Enforcement Liaison MOU
Johnson County Sheriff's Office, North Liberty Police Department, Coralville Police Department and
CommUnity Crisis Services

For: Johnson County Sheriff's Office

Name: _____

Title: _____

Date: _____

City of North Liberty/North Liberty Police Department Signature Page
For
Law Enforcement Liaison MOU
Johnson County Sheriff's Office, North Liberty Police Department, Coralville Police Department and
CommUnity Crisis Services

For: City of North Liberty/North Liberty Police Department

Name: _____

Title: _____

Date: _____

City of Coralville/Coralville Police Department Signature Page
For
Law Enforcement Liaison MOU
Johnson County Sheriff's Office, North Liberty Police Department, Coralville Police Department and
CommUnity Crisis Services

For: City of Coralville/Coralville Police Department

Name: _____

Title: _____

Date: _____

CommUnity Crisis Service Signature Page
For
Law Enforcement Liaison MOU
Johnson County Sheriff's Office, North Liberty Police Department, Coralville Police Department and
CommUnity Crisis Services

For: CommUnity Crisis Services

Name: _____

Title: _____

Date: _____

Resolution No. 2022-91

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE JOHNSON COUNTY SHERIFF'S OFFICE, NORTH LIBERTY POLICE DEPARTMENT, CORALVILLE POLICE DEPARTMENT AND COMMUNITY CRISIS SERVICES FOR THE LAW ENFORCEMENT LIAISON PARTNERSHIP

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

WHEREAS, the Johnson County Sheriff's Office, North Liberty Police Department, Coralville Police Department and CommUnity Crisis Services have agreed to enter into a partnership to provide services to meet the needs of people in Johnson County living with mental health challenges who have been involved in law enforcement interactions ;

WHEREAS, it is the parties' desire to agree and establish, in writing, their understanding concerning the Memorandum of Understanding for the roles and responsibilities of the parties regarding the Law Enforcement Liaison Program.

NOW, THEREFORE, BE IT RESOLVED that that the Memorandum of Understanding between the Johnson County Sheriff's Office, North Liberty Police Department, Coralville Police Department and CommUnity Crisis Services is approved.

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

APPROVED AND ADOPTED this 23rd day of August, 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



City Hall Project

Resolution No. 2022-92

RESOLUTION FINALLY APPROVING AND CONFIRMING PLANS, SPECIFICATIONS, AND ESTIMATE OF COST FOR THE CITY HALL PROJECT

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

WHEREAS, a hearing has been held on the Contract Documents on April 23, 2022;

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

Section 1. The City Council will receive bids for the Project on August 30, 2022 at 10:00 a.m. At such time and place the City Clerk will open such bids received and announce the results thereof. The City Council will consider bids received at the City Council meeting to be held on September 13, 2022 at 6:30 p.m. in Council Chambers at 1 Quail Creek Circle, North Liberty, Iowa.

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

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

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

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

APPROVED AND ADOPTED this 23rd day of August, 2022.

CITY OF NORTH LIBERTY:

CHRIS HOFFMAN, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK



The Preserve

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

**DEVELOPER'S AGREEMENT
THE PRESERVE - PART THREE A
NORTH LIBERTY, IOWA**

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

SECTION 1. REQUEST FOR PLAT APPROVAL.

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

Commencing at the Southwest Corner of The Preserve - Part Five, to North Liberty, Iowa, in accordance with the Plat thereof Recorded in Plat Book 65 at Page 31 of the Records of the Johnson County Recorder's Office; Thence N89°08'16"E, along the South Line of said The Preserve - Part Five, a distance of 288.82 feet, to the Point of Beginning; Thence continuing N89°08'16"E, along said South Line, 320.00 feet; Thence S00°51'44"E, 667.22 feet, to a Point on the North Line of Auditor's Parcel 2019013, in accordance with the Plat thereof Recorded in Plat Book 63 at Page 61 of the Records of the Johnson County Recorder's Office; Thence S89°00'38"W, along said North Line, 216.50 feet; Thence S89°08'16"W, along said North Line, 72.17 feet, to the Southeast Corner of The Preserve - Part Two B, in accordance with the Recorded Plat thereof; Thence N00°51'44"W, along the East Line of said The Preserve - Part Two B, 197.05 feet; Thence S89°08'16"W, along said East Line, 31.33 feet; Thence N00°51'44"W, along said East Line, 470.65 feet, to the Point of Beginning. Said The Preserve - Part Three A contains 4.76 Acres, and is subject to easements and restrictions of record.

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

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

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

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

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

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

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

SECTION 3. DEVELOPMENT REQUIREMENTS AND PROPERTY IMPROVEMENTS.

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

B. Public Improvement Standards.

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

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

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

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

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

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

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

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

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

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

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

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

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

2. West Trunk Sewer Tap-on Fees. A sewer tap-on fee in the amount of \$5,850.04 (\$1,229 per acre) shall be paid prior to final plat approval.

3. Watermain Tap on Fee. A water tap-on fee in the amount of \$2,218.11 (\$465.99 per acre) shall be paid prior to final plat approval.

4. St. Andrews Drive Road Fees. A St. Andrews Drive road construction fee of \$17,581.44 (\$3,693.58 per acre) shall be paid prior to final plat approval.

5. Sanitary Sewer Service Stub. A fee for the sanitary sewer service stub in the amount of \$1,527.96 (\$321.00 per acre) shall be paid prior to final plat approval.

6. Kansas Avenue Road Fees. A Kansas Avenue road construction fee of \$5,388.70 (\$1,132.08 per acre) shall be paid prior to final plat approval.

7. Apportionment of Fees. This Subdivision is a part of a multi-phased project. The development fees set out above represent the proportionate costs based on the acreage of this phase relative to the total acreage of all phases of The Preserve (4.76 acres out of a total 69.65 acres, or 6.83% of the final costs).

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

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

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

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

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

4. The Developer acknowledges and agrees that the all lots within the jurisdiction of the HOA will be specifically benefited by the maintenance of all outlots, and the cost of such

maintenance need not meet the requirements of notice, benefit or value as provided by the law of the State of Iowa for assessing such improvements and facilities, if necessary, in the event the City incurs costs due to the failure of the HOA or its members to maintain the outlots.

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

SECTION 4. PUBLIC UTILITIES.

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

SECTION 5. EROSION CONTROL AND GRADING.

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

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

SECTION 6. PHASED DEVELOPMENT.

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

SECTION 7. PUBLIC IMPROVEMENTS AND ASSESSMENT WAIVER.

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

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

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

SECTION 8. ENGINEERING ADMINISTRATION AND CONSTRUCTION OBSERVATION.

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

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

SECTION 9. RELEASE.

The City agrees that when the public improvements, facilities and sidewalks required by Section 3 of this Agreement have been installed to the satisfaction of the City, it will promptly issue appropriate releases

of various lots of the subdivision for recording in the Johnson County Recorder's Office so that this Agreement, or applicable portions thereof, will no longer constitute a cloud on the title of the lots in said subdivision.

SECTION 10. DEVELOPER'S OBLIGATION AND DEFAULT.

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

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

SECTION 11. AUTHORIZATION TO ENTER PREMISES.

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

SECTION 12. FEES.

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

SECTION 13. TIME OF PERFORMANCE.

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

SECTION 14. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

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

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

SECTION 15. NOTICES.

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

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

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

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

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

SECTION 16. SUCCESSORS AND ASSIGNS.

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

[Signature page to follow]

DATED this 8th day of August, 2022.

CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman, Mayor

WATTS GROUP DEVELOPMENT, INC.

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

ATTEST: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

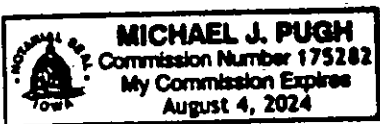
On this _____ day of August, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Chris Hoffman and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation; and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of August, 2022; and that Chris Hoffman and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this 8th day of August, 2022, by Gary D. Watts as President and Secretary of Watts Group Development, Inc.

Michael J. Pugh
Notary Public in and for the State of Iowa



Resolution No. 2022-93

**A RESOLUTION APPROVING THE DEVELOPER'S
AGREEMENT FOR THE PRESERVE – PART THREE A, NORTH
LIBERTY, IOWA**

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

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

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

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

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

APPROVED AND ADOPTED this 23rd day of August, 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

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

**DEVELOPER'S AGREEMENT
THE PRESERVE – PART THREE B
NORTH LIBERTY, IOWA**

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

SECTION 1. REQUEST FOR PLAT APPROVAL.

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

Commencing at the Southwest Corner of The Preserve - Part Four, to North Liberty, Iowa, in accordance with the Plat thereof Recorded in Plat Book 64 at Page 319 of the Records of the Johnson County Recorder's Office; Thence S89°08'56"W, 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, 360.83 feet; Thence N00°51'44"W, 667.22 feet, to a Point on the South Line of The Preserve, Part Five, in accordance with the Plat thereof Recorded in Plat Book 65 at Page 31 of the Records of the Johnson County Recorder's Office; Thence N89°08'16"E, along the South Line of said The Preserve - Part Five, a distance of 320.00 feet, to the Southeast Corner thereof, and a Point on the West Line of said The Preserve - Part Four; Thence S00°51'44"E, along said West Line, 530.65 feet; Thence N89°08'16"E, along said West Line, 40.83 feet; Thence S00°51'44"E, along said West Line, 136.64 feet, to the POINT OF BEGINNING. Said The Preserve - Part Three B contains 5.03 Acres, and is subject to easements and restrictions of record.

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

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

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

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

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

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

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

SECTION 3. DEVELOPMENT REQUIREMENTS AND PROPERTY IMPROVEMENTS.

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

B. Public Improvement Standards.

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

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

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

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

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

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

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

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

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

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

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

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

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

2. West Trunk Sewer Tap-on Fees. A sewer tap-on fee in the amount of \$6,181.87 (\$1,229 per acre) shall be paid prior to final plat approval.

3. Watermain Tap on Fee. A water tap-on fee in the amount of \$2,343.93 (\$465.99 per acre) shall be paid prior to final plat approval.

4. St. Andrews Drive Road Fees. A St. Andrews Drive road construction fee of \$18,578.70 (\$3,693.58 per acre) shall be paid prior to final plat approval.

5. Sanitary Sewer Service Stub. A fee for the sanitary sewer service stub in the amount of \$1,614.63 (\$321.00 per acre) shall be paid prior to final plat approval.

6. Kansas Avenue Road Fees. A Kansas Avenue road construction fee of \$5,694.36 (\$1,132.08 per acre) shall be paid prior to final plat approval.

7. Apportionment of Fees. This Subdivision is a part of a multi-phased project. The development fees set out above represent the proportionate costs based on the acreage of this phase relative to the total acreage of all phases of The Preserve (5.03 acres out of a total 69.65 acres, or 7.22% of the final costs).

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

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

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

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

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

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

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

SECTION 4. PUBLIC UTILITIES.

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

SECTION 5. EROSION CONTROL AND GRADING.

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

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

SECTION 6. PHASED DEVELOPMENT.

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

SECTION 7. PUBLIC IMPROVEMENTS AND ASSESSMENT WAIVER.

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

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

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

SECTION 8. ENGINEERING ADMINISTRATION AND CONSTRUCTION OBSERVATION.

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

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

SECTION 9. RELEASE.

The City agrees that when the public improvements, facilities and sidewalks required by Section 3 of this Agreement have been installed to the satisfaction of the City, it will promptly issue appropriate releases

of various lots of the subdivision for recording in the Johnson County Recorder's Office so that this Agreement, or applicable portions thereof, will no longer constitute a cloud on the title of the lots in said subdivision.

SECTION 10. DEVELOPER'S OBLIGATION AND DEFAULT.

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

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

SECTION 11. AUTHORIZATION TO ENTER PREMISES.

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

SECTION 12. FEES.

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

SECTION 13. TIME OF PERFORMANCE.

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

SECTION 14. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

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

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

SECTION 15. NOTICES.

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

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

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

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

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

SECTION 16. SUCCESSORS AND ASSIGNS.

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

[Signature page to follow]

DATED this 8th day of August, 2022.

CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman, Mayor

WATTS GROUP DEVELOPMENT, INC.

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

ATTEST: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this ____ day of August, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Chris Hoffman and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation; and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the ____ day of August, 2022; and that Chris Hoffman and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this 8th day of August, 2022, by Gary D. Watts as President and Secretary of Watts Group Development, Inc.

Michael J. Pugh
Notary Public in and for the State of Iowa



Resolution No. 2022-94

A RESOLUTION APPROVING THE DEVELOPER'S AGREEMENT FOR THE PRESERVE – PART THREE B, NORTH LIBERTY, IOWA

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

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

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

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

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

APPROVED AND ADOPTED this 23rd day of August, 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



Emory Place Rezoning



August 2, 2022

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

Re: Request of Insight Construction for a zoning map amendment (rezoning) from RM-21 Multi-Unit Residence District to RM-21 PAD Multi-Unit Residence District Planned Area Development on approximately 5.93 acres. The property is located on the west side of Future North Jones Boulevard approximately .18 miles north of West Penn Street feet.

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its August 2, 2022 meeting. The Planning Commission took the following action:

Finding:

1. The proposed zoning would achieve consistency with North Liberty Code of Ordinances Section 165.05(2) entitled, "Preliminary Site Plan Review" and 165.09(D)(1) entitled, "Zoning Map Amendment Approval Standards".

Recommendation:

The Planning Commission accepted the listed finding and forwards the request to approve the zoning map amendment to the City Council with a recommendation for approval.

The vote for approval was 4-0.

Jason Heisler, Vice Chairperson
City of North Liberty Planning Commission



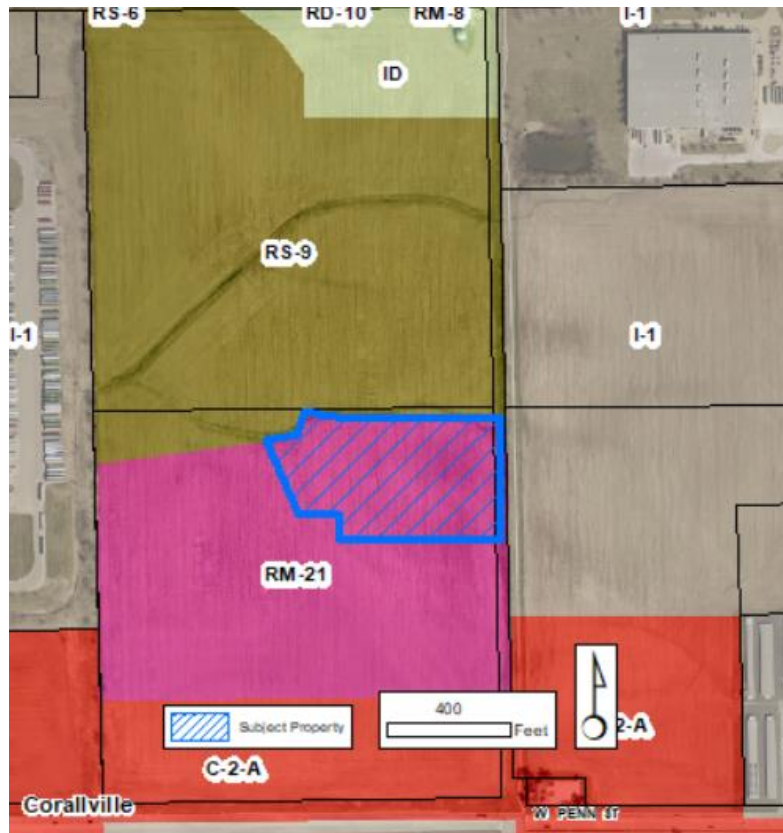
To **City of North Liberty Planning Commission**
 From **Ryan Rusnak, AICP**
 Date **July 29, 2022**
 Re **Request of Insight Construction for a zoning map amendment (rezoning) from RM-21 Multi-Unit Residence District to RM-21 PAD Multi-Unit Residence District Planned Area Development on approximately 5.93 acres. The property is located on the west side of Future North Jones Boulevard approximately .18 miles north of West Penn Street feet.**

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

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

1. Current Zoning:

The property is currently zoned RM-21 Multi-Unit Residence District.



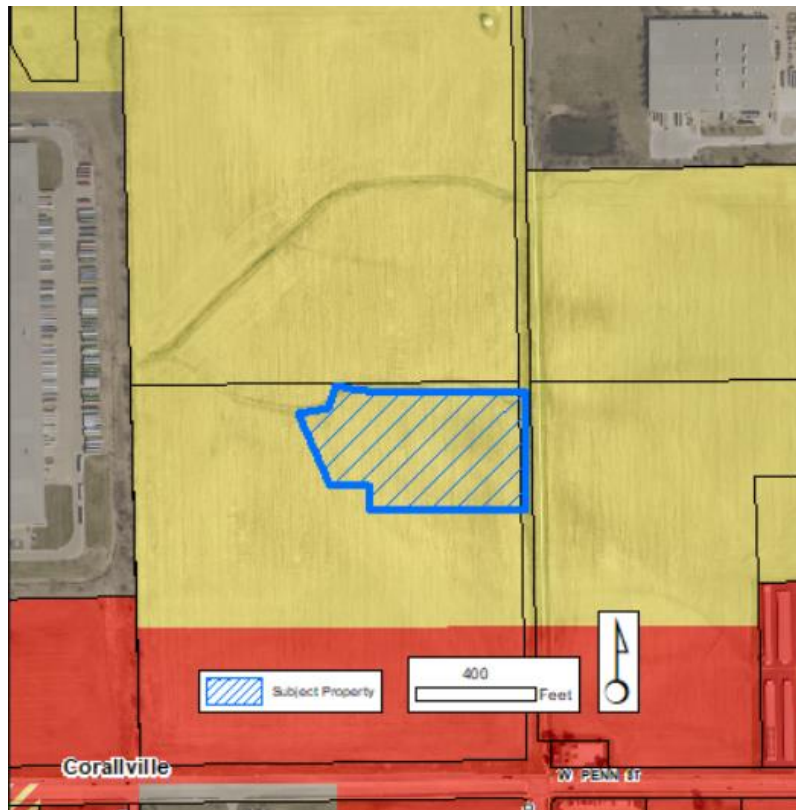
2. Proposed Zoning:

RM-21 PAD Multi-Unit Residence District Planned Area Development.

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

The flexibility being sought is allow the multiple single-unit dwelling on one lot and to have reduced setbacks. The application includes a preliminary site plan, which is required with any PAD.

3. Comprehensive Plan Future Land Use Map Designation: Residential. The proposed zoning would be consistent with the Residential Future Land Use Map designation.



4. Public Input:

Letters were sent to property owners within 200 feet of the subject property and notice was posted on the City's website regarding the July 19, 2022 good neighbor meeting, which was held via Zoom. No one outside of City staff and the applicant attended.

To date, staff has received no objections to the request.

5. Analysis of the Request:

The application includes a preliminary site plan, which is required with any PAD.

Section 165.05(2) of the North Liberty Code of Ordinances entitled, "Preliminary Site Review" sets forth the approval standards (Ordinance language in *italics* and staff analysis in **bold**).

- *Date, north arrow and graphic scale.* **Provided on Sheet 1.**
- *The property owner's name and description of proposed development.* **Provided on Sheet 1**
- *A vicinity sketch showing the location of the property and other properties within 1,000 feet of it.* **Provided on Sheet 1.**
- *Property boundary lines, dimensions, and total area.* **Provided on Sheet 2.**
- *Contour lines at intervals of not more than five feet, City datum. If substantial topographic change is proposed, the existing topography shall be illustrated on a separate map and the proposed finished topography shown on the site plan.* **Provided on Sheet 2.**
- *The location of existing streets, sidewalks, easements, utilities, drainage courses.* **Provided on Sheet 2.**
- *The total square feet of building floor area, both individually and collectively.* **Provided on Sheet 1.**
- *All structures and major features shall be fully dimensioned including distance between structures, distance between driveways, parking areas, property lines and building height.* **Provided on Sheet 2.**
- *Off-street parking areas, ingress and egress to the property, number of parking spaces proposed, number of parking spaces required by this code and type of surfacing.* **Provided on sheets 1 and 2.**
- *Pedestrian walkways with special consideration given to pedestrian safety.* **Provided on sheet 2.**
- *Trash and refuse enclosures.* **N/A.**
- *The general drainage pattern and location of storm water detention features.* **Provided on Sheet 1.**
- *The general location, type and size of landscaping and ground cover illustrated in color perspective.* **Provided on Sheet 2.**
- *A rendering, elevation or photo of the proposed development.* **Provided on the architectural rendering.**

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

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

(1) Map Amendments.

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

It is staff's opinion that the zoning map amendment would achieve consistency with the Comprehensive Plan if the Future Land Use Map.

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

It is staff's opinion that the proposed zoning and development would be compatible with nearby property.

(c) The compatibility with established neighborhood character.

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

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

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

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

It is staff's opinion that the property, as presently zoned, would be suitable to be developed with multi-unit residences.. However, the proposed development would allow for a nice transition from the proposed multi-unit residential development to the south and the proposed single-unit residences to the north.

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

This is not applicable.

6. Additional Considerations:

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

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

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

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

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

7. Recommendation:

Finding:

1. The proposed zoning would achieve consistency with North Liberty Code of Ordinances Section 165.05(2) entitled, "Preliminary Site Plan Review" and 165.09(D)(1) entitled, "Zoning Map Amendment Approval Standards".

Staff recommends the Planning Commission accept the listed finding and forward the request of Insight Construction for a zoning map amendment (rezoning) from RM-21 Multi-Unit Residence District to RM-21 PAD Multi-Unit Residence District Planned Area Development on approximately 5.93 acres to the City Council with a recommendation for approval.

Suggested motion:

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

PRELIMINARY PAD SITE PLAN FOR EMORY PLACE - SINGLE FAMILY CITY OF NORTH LIBERTY, IOWA



VICINITY MAP

NOT TO SCALE

OWNER
SOLOMON HOLDINGS, LLC
75 COMMERCIAL DRIVE, #116
NORTH LIBERTY, IA 52117
CONTACT: BRANDON PRATT
PHONE: 407-276-5322

APPLICANT
INSITE CONSTRUCTION
5020 LINCOLN WAY
AMES, IA 50014
CONTACT: ZACK LUDWIG
PHONE: 515-232-7575

GENERAL NOTES:

SITE AREA		
TOTAL LOT AREA	(5.93 ACRES)	258,156 SF
TOTAL PAVEMENT (STREETS/DRIVES/WALKS)	(34%)	88,004 SF
TOTAL BUILDING AREA (FOOTPRINT ONLY)	(22%)	60,020 SF
TOTAL PROPOSED OPEN SPACE	(43%)	110,132 SF
SETBACKS		
FRONT YARD	RM 21	20'
CORNER SIDE YARD	25'	9.5'
SIDE YARD	10'	10'
REAR YARD	30'	20'
SEPARATION DISTANCE	N/A	10'
PARKING		
TOTAL ON-SITE PARALLEL STALLS		23
TOTAL GARAGE STALLS		95
TOTAL PARKING STALLS ON SITE		118
PROPOSED DWELLING UNITS		
TYPE A: ONE BEDROOM / ONE GARAGE STALL (1,140 SF)		7
TYPE B: TWO BEDROOM / TWO GARAGE STALLS (1,618 SF)		3
TYPE C: TWO BEDROOM / TWO GARAGE STALLS (1,692 SF)		11
TYPE D: TWO BEDROOM / TWO GARAGE STALL (1,389 SF)		7
TYPE E: THREE BEDROOM / TWO GARAGE STALLS (1,949 SF)		23
TOTAL PROPOSED DWELLING UNITS		51
PROPOSED DENSITY		8.6 UNITS / ACRE
LANDSCAPING REQUIREMENTS		
ON-SITE TREES:		
TOTAL SQUARE FOOTAGE OF UNITS		60,020
TOTAL TREES REQUIRED (1 / 750SF)		80
BUFFERYARD		
TOTAL LENGTH OF BUFFERYARD		629 LF
TOTAL REQUIRED BUFFERYARD TREES (1 / 30LF)		21
TOTAL REQUIRED BUFFERYARD SHRUBS (1 / 3LF)		210
TOTAL TREES PROVIDED (ON-SITE + BUFFERYARD)		101
TOTAL SHRUBS PROVIDED		210

PHOTOMETRICS
SITE PHOTOMETRICS TO MEET REQUIREMENTS OF ZONING ORDINANCE

	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.	
	Troy A. Culver, P.E.	Date
	License Number P20165	My License Renewal Date is December 31, 2023
	Pages or sheets covered by this seal:	

REVISION	DATE	BY
Checked By: NBS	Scale: 1" = 10'	
Drawn: 03/04/2022	Task: TNR/RWS	
Terminator: CP	Project No: 122.0239.07	Sheet 1 OF 2

NORTH LIBERTY, IOWA

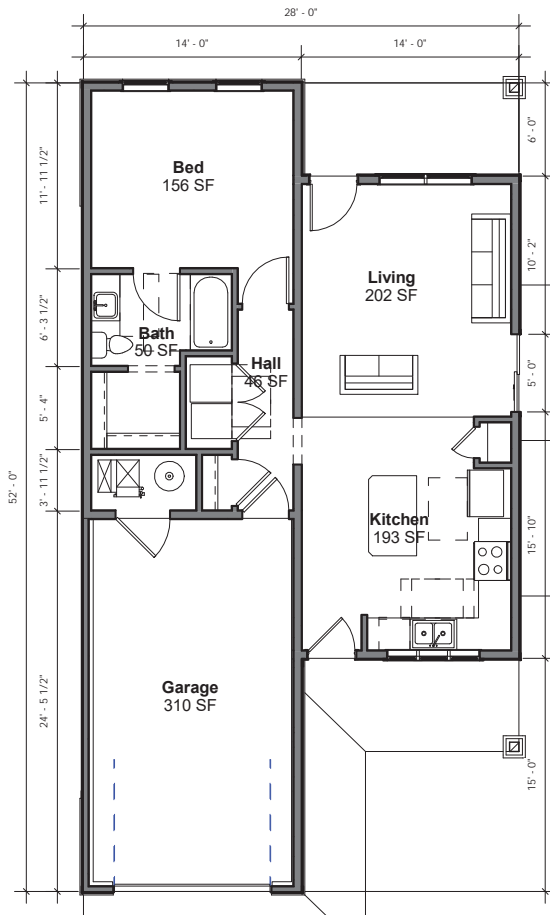
EMORY PLACE - SINGLE FAMILY

SNYDER & ASSOCIATES, INC. |

1320 E. PRENTISS STREET
IOWA CITY, IOWA 52240
319-589-8787 | www.snyder-associates.com



Project No: 122.0239.07
Sheet 1 OF 2



① First Floor (830 SF)
1/8" = 1'-0"

Single Family Concept

1 Bed FL Concept (830) SF

2020-05-09
22-001



PRACTIC
DESIGN



② North Elevation
1/8" = 1'-0"



① East Elevation
1/8" = 1'-0"



③ South Elevation
1/8" = 1'-0"



④ West Elevation
1/8" = 1'-0"



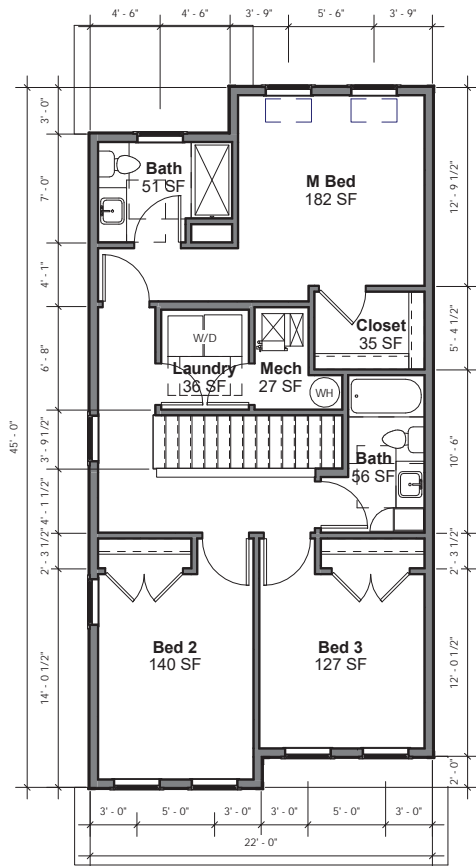
Single Family Concept

1 Bed FL Concept 3D

2020-05-09
22-001



PRACTIC
DESIGN



② Second Floor (898 SF)
1/8" = 1'-0"



① First Floor (523 SF)
1/8" = 1'-0"

Single Family Concept

3 Bed Concept (1,421 SF)

2020-05-09
22-001



PRACTIC
DESIGN



④ West Elevation
1/8" = 1'-0"



② North Elevation
1/8" = 1'-0"



① East Elevation
1/8" = 1'-0"



③ South Elevation
1/8" = 1'-0"



Single Family Concept

3 Bed Concept 3D

2020-05-09
22-001



PRACTIC
DESIGN

Ordinance No. 2022-21

AN ORDINANCE AMENDING THE ZONING MAP DISTRICT DESIGNATION FOR CERTAIN PROPERTY LOCATED IN NORTH LIBERTY, IOWA FROM RM-21 MULTI-UNIT RESIDENCE DISTRICT TO RM-21 MULTI-UNIT RESIDENCE DISTRICT PLANNED AREA DEVELOPMENT

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

SECTION 1. AMENDMENT. The Official Zoning Map incorporated in Chapter 168.01(2) of the North Liberty Code of Ordinances is hereby amended by designating the zoning district for 5.93 acres, more or less, as RM-21 Multi-Unit Residence District Planned Area Development for property located on the west side of future North Jones Boulevard approximately .18 miles north of Penn Street. The property is more particularly described as follows:

That part of Auditor's Parcel 2021009 according to the Plat of Survey recorded in Book 64, Page 285 at Johnson County Recorder's Office, described as follows: commencing as a point of reference at the east quarter corner of Section 11, Township 80 North, Range 7 West of the 5th Prime Meridian.; thence North 89° 34' 14" West 40.00 feet (assumed bearing for this description only) along the south line of said Auditor's Parcel; Thence North 0° 02' 23" West 926.74 feet along the west right-of-way of Jones Boulevard (Acquisition Plat filed in Book 6357, Page 142 at the Johnson County Recorder's Office) to the point of beginning; thence North 90° 00' 00" West 522.28 feet; thence North 00° 00' 00.0" East 89.50 feet; thence North 90° 00' 00.0" West 128.62 feet; thence North 23° 08' 41" West 262.75 feet; thence North 83° 29' 06" East 103.94 feet; thence North 18° 07' 42" East 88.07 feet; thence South 68° 08' 49" East 51.76 feet; thence South 80° 55' 04" East 101.46 feet; thence North 89° 57' 37" East 475.00 feet to said west right-of-way of Jones Boulevard; thence South 00° 02' 23" East 391.64 feet along said west right-of-way of Jones Boulevard to the point of beginning and containing 5.93 acres more or less.

SECTION 2. CONDITIONS IMPOSED. At the August 2, 2022, meeting the Planning Commission accepted the listed finding and forwarded the request for a zoning map amendment to the City Council with a recommendation for approval with no conditions.

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

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

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

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

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

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

First reading on _____.
Second reading on _____.
Third and final reading on _____.

CITY OF NORTH LIBERTY:

CHRIS HOFFMAN, MAYOR

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

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. 2022-21 in *The Gazette* on the ___ of _____, 2022.

TRACEY MULCAHEY, CITY CLERK



Mickelson Rezoning



July 5, 2022

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

Re: Request of MLDC, Inc. for a zoning map amendment (rezoning) from RS-6 Single-Unit Residence District to RS-9 Single-Unit Residence District on approximately 2.29 acres and from RS-6 Single-Unit Residence District to RD-10 Two-Unit Residence District on 7.06 acres. The property is located at the north terminus of Morrison Street.

Mayor Hoffman:

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

Finding:

1. The rezoning request from RS-4 Single-Unit Residence District to RS-9 Single-Unit Residence District and RD-10 Two-Unit Residence District achieves consistency with the approval standards enumerated in Section 165.09 of the Zoning Code.

Recommendation:

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

The vote for approval was 6-1.

Josey Bathke, Chairperson
City of North Liberty Planning Commission



To **City of North Liberty Planning Commission**
From **Ryan Rusnak, AICP**
Date **June 30, 2022**
Re **Request of MLDC, Inc. for a zoning map amendment (rezoning) from RS-6 Single-Unit Residence District to RS-9 Single-Unit Residence District on approximately 2.29 acres and from RS-6 Single-Unit Residence District to RD-10 Two-Unit Residence District on 7.06 acres. The property is located at the north terminus of Morrison Street.**

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-unit residence and single-unit zero lot line residences. If approved, the request would allow for the construction of 22 additional homes (six single-unit residences and 16 single-unit zero lot line residences).

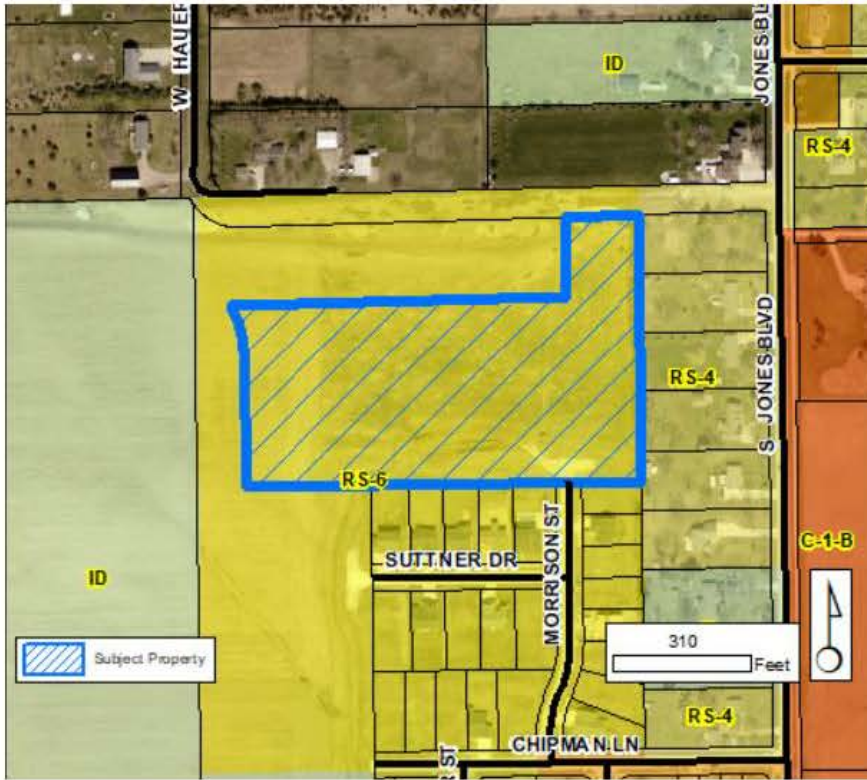
2. Proposed Zoning:

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.

RD-10 Two-Unit Residence District.

The RD-10 District is intended to allow for attached single-unit dwellings joined together on a common boundary line with a common wall between the units. Limited non-residential uses that are compatible with the surrounding residential neighborhoods may be permitted in the RD-10 District.



3. Consistency with Comprehensive Plan:
Land Use Plan designation: Residential.



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

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

Relevant Comprehensive Plan Policies Related to Land Use:

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

4. Public Input:

A good neighbor meeting was held on May 12, 2022. Approximately five people outside of City staff and the applicant attended the virtual meeting. There were some objections expressed at the meeting. The objections pertained to the different style of housing types than the developed RS-6 lots and the additional traffic generated by the additional units. To date, staff has received eight formal objections.

5. Approval Standards:

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

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

(1) Map Amendments.

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

It is staff's opinion that the zoning map amendment would achieve consistency with the Comprehensive Plan and adopted land use policies. The RS-6 zoning would be maintained along Chipman Lane and Suttner Lane, which would allow continuity along the block faces. RS-6 zoning would also be maintained along future Remley Street, which is a planned collector street. It is the City's policy to limit the number of driveway accesses on a collector street. It is staff's opinion that the location of the RS-9 zoning would be appropriate due to the adjacency of the higher density RD-10 zoning.



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

It is staff's opinion that the proposed zonings would be compatible with adjacent RS-4 and RS-6 zoning.

(c) The compatibility with established neighborhood character.

It is staff's opinion that the proposed zonings would be compatible with established neighborhood character. A mix of housing types in a logical manner is appropriate.

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

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

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

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.

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

This is not applicable.

6. Additional Considerations:

There are several examples of a mix of housing types within a residential subdivision within North Liberty. The Planning Commission unanimously recommended approval of the Watts Development Group's recent requests for RS-9 and RD-10 zoning in The Preserve subdivision. If approved, The Preserve would have RS-4, RS-6, RS-9, RD-8, RD-10 and RM-8 zoning within a relatively small geographic location. This would allow The Preserve to offer a good range of housing types. Another example includes Cedar Springs, which has six different residential zoning districts.

Staff disagrees that 22 additional homes would create a significant increase in traffic. Generally, home sites generate on average 9.5 vehicle trips per day, which equates to 209 vehicles spread out throughout the day with part traveling north to Remley Street and part traveling south to Chipman Lane.

7. Staff Recommendation:

Finding:

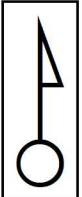
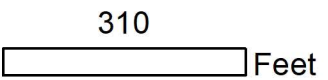
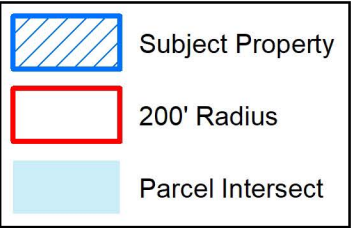
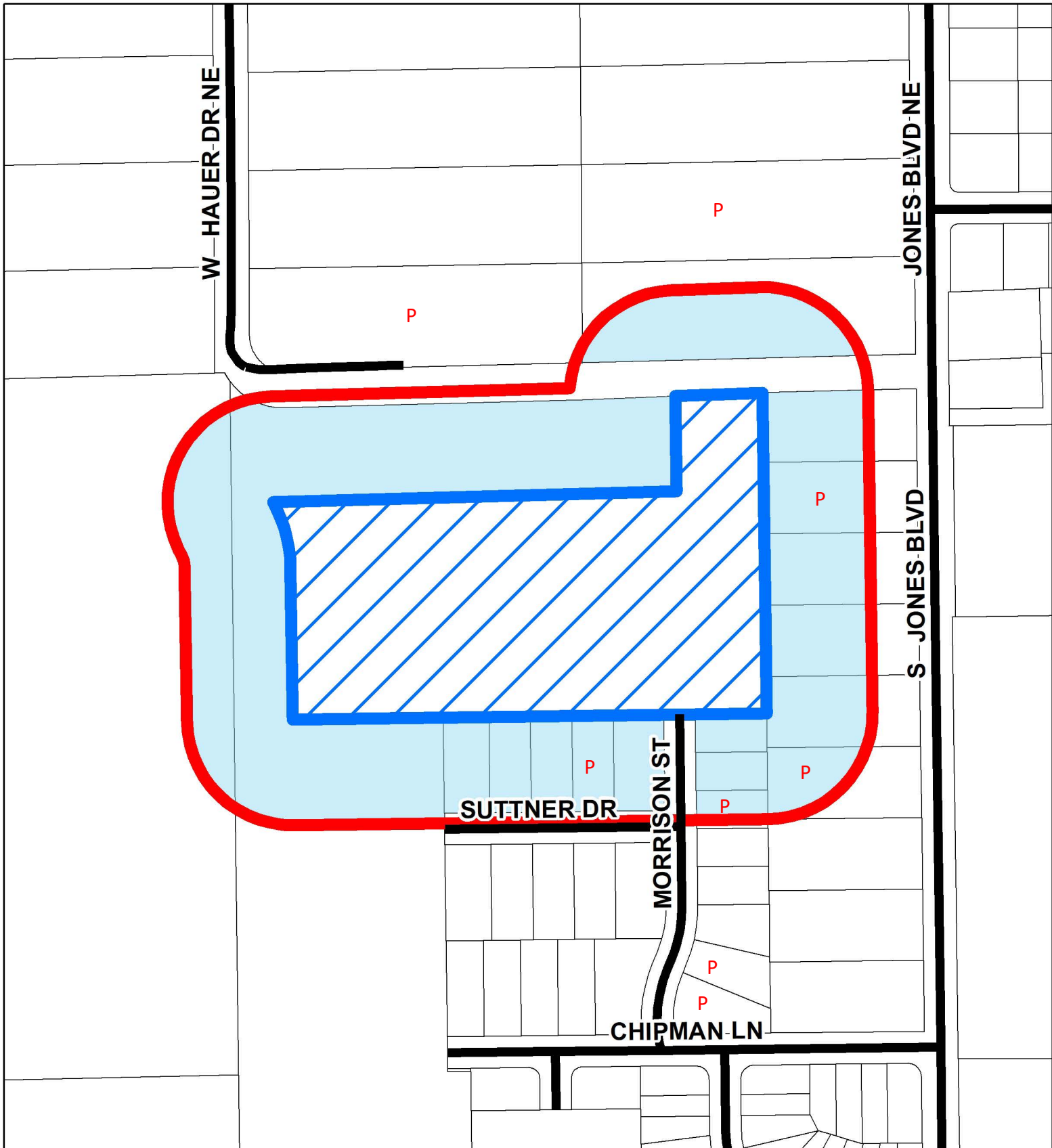
1. The rezoning request from RS-4 Single-Unit Residence District to RS-9 Single-Unit Residence District and RD-10 Two-Unit Residence District achieves consistency with the approval standards enumerated in Section 165.09 of the Zoning Code.

Recommendation:

Staff recommends the Planning Commission accept the listed finding and forward the request for zoning map amendment from RS-6 Single-Unit Dwelling District to RS-9 Single-Unit Dwelling District and RD-10 Two-Unit Residence District to the City Council with a recommendation for approval.

Suggested motion:

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



FID	PPN	MailingNam	MailingA_1	MailingA_2	MailingZip	Area	Protest?	Protest %
1	623102003	SEAN & BRANDY GREENE	1367 S JONES BLVD	NORTH LIBERTY IA	52317	18499.16	No	0
2	623101002	SCOTT D CLEMONS	1275 S JONES BLVD	NORTH LIBERTY IA	52317	26999.27	Yes	0.037377
3	623101003	KELLY & LINDA WHITE	1295 S JONES BLVD	NORTH LIBERTY IA	52317	26999.21	No	0
4	623101004	RAMONA I WALKER	7 POND RIDGE CIR	CORALVILLE IA	52241	26999.45	No	0
5	623102002	JEFFREY O POTTER	1365 S JONES BLVD	NORTH LIBERTY IA	52317	26744.87	Yes	0.037025
6	614477009	LEROY GREGORY KRIENER	2793 JONES BLVD NE	NORTH LIBERTY IA	52317	58171.65	No	0
7	614477010	KEVIN P WATTS	PO BOX 218	NORTH LIBERTY IA	52317-0218	251.49	Yes	0.000348
8	623126001	BRADLEY R MICKELSON	7429 MALLARD CT NE	CEDAR RAPIDS IA	52402	65807.22	No	0
9	623101001	DOUGLAS WAYNE BROWN	1255 S JONES BLVD	NORTH LIBERTY IA	52317	26632.01	No	0
10	623102009	MLDC INC	711 S GILBERT ST	IOWA CITY IA	52240	272369.9	No	0
11	623103003	H & H HOME BUILDERS INC	960 GROUSE CT	NORTH LIBERTY IA	52317	7504.35	No	0
12	623103002	PAUL J & JODY A HEID	1370 MORRISON ST	NORTH LIBERTY IA	52317	9742.93	No	0
13	623104005	ADAM J & BRIANNA M JARR	1360 SUTTNER DR	NORTH LIBERTY IA	52317	15612.88	No	0
14	623104004	RANDI L JELINEK & JEREMY D JEL	1350 SUTTNER DR	NORTH LIBERTY IA	52317	14188.92	No	0
15	623104003	TERESA L & EDWARD H HU	1340 SUTTNER DR	NORTH LIBERTY IA	52317	14193.93	Yes	0.01965
16	623104002	THOMAS M ERENBERGER & KRYSTIN	1330 SUTTNER DRIVE	NORTH LIBERTY IA	52317	14198.8	Yes	0.019657
17	623104001	BLAKE EDWARDS	1320 SUTTNER DR	NORTH LIBERTY IA	52317	17186.01	No	0
18	623103001	DR HORTON IOWA LLC	1910 SW PLAZA SHOPS LN	ANKENY IA	50023	9744.26	No	0

Total Land Area 651846.3

Total ROW Area 70494.63

Total Area within 200' Radius 722340.9

Total Protest Area* 11.41%

*20% Protest area rate requires 3/4 majority of City Council to approve the Zoning Map Amendment.

Ryan Rusnak

From: jpottero@southslope.net
Sent: Thursday, June 09, 2022 4:33 PM
To: Ryan Rusnak
Subject: [EXTERNAL] rezoning

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

Dear Ryan

I am opposed to the zoning change proposal for the property located at the north terminus of Morrison st.. I live at 1365 S. Jones Blvd. and the rezoning of the property behind me already devalued my property values because of the lots being so small. The rezoning of that property would make the population more dense meaning more traffic and devaluing other single-family homes in the area.

Thank you A 33 year concerned resident Jeff Potter

Ryan Rusnak

From: Scott Clemons <scott_clemons@southslope.net>
Sent: Thursday, June 09, 2022 3:19 PM
To: Ryan Rusnak
Cc: nancy_hale@southslope.net
Subject: [EXTERNAL] In opposition to rezoning North Terminus Morrison Street

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

Hello Director Rusnak,
My name is Scott Clemons. My wife, Nancy Hale, and I live at 1275 South Jones Boulevard, North Liberty, Iowa. We are opposed to the zoning change proposal for the property at the North Terminus of Morrison Street.
Respectfully - Scott

Ryan Rusnak

From: Alex Rickels <rickels.alex@iowacityschools.org>
Sent: Saturday, June 04, 2022 9:30 AM
To: Ryan Rusnak
Subject: [EXTERNAL] Morrison St Rezoning

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

Hi Ryan,

Please add Keaton and Alex Rickels to the list of those in formal objection to the rezoning change for the property located at the North Terminus of Morrison St. Thank you!

Alex and Keaton Rickels
1460 Morrison St.

From: Paige Prior <paigepriorphotography@gmail.com>
Sent: Monday, June 06, 2022 4:44 PM
To: Ryan Rusnak
Subject: [EXTERNAL] opposed rezoning

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

I am writing to you today because I am opposed to the zoning change proposal for the property located at the north terminus of Morrison st. in North Liberty.

Concern number 1:

Morrison st. will become a main traffic hub whether you create another street off of Jones or not. Traffic will come from both sides, as we are located between two interstate exits (Penn & Forevergreen) Almost every single home in this neighborhood has SMALL children, under the age of 8. Traffic will double, people WILL speed out of the neighborhood (This is coming from someone who used to live on a duplex street.) On street parking/snow removal is also going to be a nightmare. Overall though, my main concern is for the safety of our children. We are located right on Morrison, and am absolutely worried about the increase of traffic.

Concern(s) number 2:

One year ago my husband and I decided it was time to move out of our duplex (whipple ct). We had grown out of it, and grown tired of the neighborhood. We shopped around North Liberty for the perfect lot in a family friendly, quiet neighborhood. We knew we HAD TO stay in the CCA district, specifically zoned within North Bend Elementary school. In North Liberty if you want to build a home, you basically have two options for single family neighborhoods in the North Bend Elementary district. Harvest estates (where we used to live), or Mickelson.. Slim pickins. We chose Mickleson for the lure of the larger single family homes, the neighborhood was secluded, private, and very quiet. It reminded me of Aspen Ridge/Liberty farms. It feels very safe here! H&H home builders recommended Mickleson because there was more value in the land over here, and the homes were larger than Harvest Estates. It was zoned as a single family neighborhood, therefore perfect!

If we would have known that the City of North Liberty was even entertaining the thought of rezoning to smaller single family/ duplexes in Mickelson we would have decided against building here. I can tell you that 100% of the neighbors on Chipman/Morrison/Suttner would have to agree.

North Liberty has an abundance of zero lot/duplexes, triplexes, condos on this side of town. There are even some at the entrance of Mickelson Estates. It makes no sense to totally sandwich \$460,000-\$600,000 dollar homes in between TWO duplex neighborhoods. Keep the duplexes closer to the interstate over by North Bend Elementary. No one who lives here wants to drive down the appeal and value of their home by having duplexes directly in their backyard.

Please reconsider, it makes the current residents very sad and worried. We will not live here for more than a few years if duplexes are built. That's not what sold us when we bought our lot in Mickelson-- a new single family home neighborhood within NL & the CCA district, tucked away in a quiet/safe area sold us.

Thank you for your time.

1390 Morrison st.

Paige Prior

From: Tammy Kahler <tammy@kahlercollision.com>
Sent: Thursday, May 19, 2022 8:39 AM
To: Ryan Rusnak
Subject: [EXTERNAL]

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Hi Ryan,

Would you please add Mick and Tammy Kahler to the list of those in formal objection to the rezoning of the property south of Morrison Street from RS6 to RS9 and RD10.

We would prefer our neighborhood to remain single family, with large to moderate size lots as had already been established and previously zoned for.

We feel there are other more suitable places for zero lots and small lots.

Thank you,
Mick and Tammy Kahler

Ryan Rusnak

From: Krystin Erenberger <krystin.erenberger@gmail.com>
Sent: Friday, June 03, 2022 9:31 AM
To: Ryan Rusnak
Subject: Re: [EXTERNAL] 5/12 Good Neighbor Follow-Up

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

Hi, Ryan -

Thanks for the email! Coincidentally I was just thinking of this, this morning, and how I had not sent you an official email so I appreciate your follow up. Yes, please mark us down as opposing the zoning change.

In reading the 414.5 code it states the 20% threshold must be met before the public hearing: "The protest, if filed, must be filed before or at the public hearing." Is this referring to the first city council public hearing or the zoning meeting on the 7th?

Krystin

On Fri, Jun 3, 2022 at 8:30 AM Ryan Rusnak <rrusnak@northlibertyiowa.org> wrote:

Krystin,

I have not seen a formal objection from you. Would you like to provide one so I can include it in the information packet?



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

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

Please let me know if I can be of further assistance.

414.5 Changes — protest.

The regulations, restrictions, and boundaries may, from time to time, be amended, supplemented, changed, modified, or repealed. Notwithstanding section 414.2, as a part of an ordinance changing land from one zoning district to another zoning district or an ordinance approving a site development plan, a council may impose conditions on a property owner which are in addition to existing regulations if the additional conditions have been agreed to in writing by the property owner before the public hearing required under this section or any adjournment of the hearing. The conditions must be reasonable and imposed to satisfy public needs which are directly caused by the requested change. In case, however, of a written protest against a change or repeal which is filed with the city clerk and signed by the owners of twenty percent or more of the area of the lots included in the proposed change or repeal, or by the owners of twenty percent or more of the property which is located within two hundred feet of the exterior boundaries of the property for which the change or repeal is proposed, the change or repeal shall not become effective except by the favorable vote of at least three-fourths of all the members of the council. The protest, if filed, must be filed before or at the public hearing. The provisions of section 414.4 relative to public hearings and official notice apply equally to all changes or amendments.

165.09 ZONING TEXT AND MAP AMENDMENTS.

1. Purpose. The regulations imposed and the districts created by this Ordinance may be amended from time to time in accordance with this section. This process for amending the Zoning Ordinance text or the Zoning Map is intended to allow modifications in response to omissions or errors, changed conditions, or changes in City policy. Amendments are not intended to relieve particular hardships or confer special privileges or rights upon any person or party. Zoning map amendments are also called rezonings.

(2) The Planning Commission must evaluate the application in accordance with the approval standards of this section and evidence and/or testimony provided at the public hearing.

(3) The Planning Commission shall, with due diligence, prepare a preliminary report and hold public hearings thereon before submitting its final report; and such council shall not hold its public hearings or take action until it has received the final report of such commission.

C. Action by the City Council.

(1) The City Council must hold a public hearing on the application within 60 days of receipt of the Planning Commission recommendation.

(2) Following the public hearing, the City Council must take action in the form of approval, approval with conditions, or denial of applications. The City Council may also refer the application back to the Planning Commission for further consideration if it has deemed there are substantive changes and/or new relevant evidence and/or testimony has been provided.

(3) If the Planning Commission recommends denial of the application or if a protest against the rezoning is signed by 20% or more of the area of the lots included in such proposed change or by owners within 200 feet of the exterior boundaries of such proposed map amendment, it may only be approved by a favorable 3/4 vote of the City Council.

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

(1) Map Amendments.

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

(b) The compatibility with the zoning of nearby property

(c) The compatibility with established neighborhood character.

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

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

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

(2) Zoning Text Amendments.

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

1. Are you able to send me the verbiage or information (or direct me where to get it) on the 20% legal rule that applies to the residents in the 200ft boundary of the development in question? You had stated it in the meeting but I didn't catch all of it and I just want to make sure I am interpreting it correctly and having it in writing would help.
2. Regarding the residents in the 200ft boundary: am I able to get a list of the residents that you included in this? Not sure if that is overreaching but thought I would ask.
3. We (myself and fellow neighbors) will be attempting to achieve this 20% by talking to all the residents in the 200ft boundary. Does each household have to write/email to the City individually or are we able to obtain signatures supporting objection in a petition format?

I will plan to send a separate email to you at a later date stating my specific concerns and formal objection, so you have them in writing, but I wanted to get the above requests to you first. Let me know your thoughts and thank you for your time.

Krystin Erenberger

1330 Suttner Dr

319-430-4863

From: Doris Vaske <dorisvaske@icloud.com>
Sent: Monday, May 23, 2022 8:49 PM
To: Ryan Rusnak
Subject: [EXTERNAL] Opposed to rezoning property located at North Terminus of Morrison Street

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

Hi Ryan,

We are opposed to the zoning change proposal for the property located at North Terminus of Morrison Street in North Liberty from single family zoning to smaller single family and/or zero lot residences.

Doris and Mark Vaske
1480 Morrison Street
North Liberty, IA. 52317

From: Kevin P Watts <kevinpaulwatts@gmail.com>
Sent: Thursday, May 19, 2022 6:50 AM
To: Ryan Rusnak
Subject: [EXTERNAL] Hodge Rezoning Objection

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

Hi Ryan,

Would you please add my name to the list of those in formal objection to the rezoning of the property south of me described as the north terminus of Morrison St.

I have no issue with the development as it was originally zoned and platted. However, I believe our neighborhood should remain single family, moderate size lots as has been established and previously zoned. There are other more suitable places for zero lots and small lots.

Thanks, Kevin Watts

Ordinance No. 2022-16

AN ORDINANCE AMENDING THE ZONING MAP DISTRICT DESIGNATION FOR CERTAIN PROPERTY LOCATED IN NORTH LIBERTY, IOWA FROM THE RS-6 SINGLE-UNIT RESIDENCE DISTRICT TO THE RD-10 TWO-UNIT RESIDENCE DISTRICT

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

SECTION 1. AMENDMENT. The Official Zoning Map incorporated in Chapter 168.01(2) of the North Liberty Code of Ordinances is hereby amended by designating the zoning district for 7.06 acres, more or less, as RD-10 Two Unit Residence District for property located at the north terminus of Morrison Street. The property is more particularly described as follows:

Commencing at the Northeast Corner of Auditor's Parcel 2017115 in the City of North Liberty, Iowa, in accordance with the Plat thereof Recorded in Plat Book 61 at Page 274 of the Records of the Johnson County Recorder's Office; Thence S00°46'27"E, along the East Line of said Auditor's Parcel 2017115, a distance of 66.00 feet; Thence S88°28'17"W, along said East Line, 323.35 feet; Thence continuing S88°28'17"W, 165.01 feet; Thence S00°46'17"E, 183.30 feet; to the POINT OF BEGINNING; Thence continuing S00°46'17"E, 420.90 feet, to a Point on the North Line of Mickelson First Addition, in accordance with the Plat thereof Recorded in Plat Book 61 at Page 394 of the Records of the Johnson County Recorder's Office; Thence S89°13'43"W, along said North Line, and the Westerly Projection thereof, 731.83 feet; Thence N00°43'53"W, 276.95 feet; Thence Northwesterly, 144.36 feet, along a 300.00 foot radius curve, concave Southwesterly, whose 142.97 foot chord bears N14°31'02"W; Thence N88°50'55"E, 765.63 feet, to the POINT OF BEGINNING. Said Rezoning Tract contains 7.06 acres, and is subject to easements and restrictions of record.

SECTION 2. CONDITIONS IMPOSED. At the July 5, 2022, meeting the Planning Commission accepted the listed finding and forwarded 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 July 26, 2022.

Second reading on August 9, 2022.

Third and final reading on _____.

CITY OF NORTH LIBERTY:

CHRIS HOFFMAN, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. 2022-16 in *The Gazette* on the ___ of _____, 2022.

TRACEY MULCAHEY, CITY CLERK



CMW Properties Rezoning



July 5, 2022

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

Re: Request of CMW Properties, LLC. for a zoning map amendment (rezoning) from ID Interim Development District to C-3 Higher-Intensity Commercial District on approximately 6.76 acres. The properties are located at the southeast corner of South Dubuque Street and North Liberty Road.

Mayor Hoffman:

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

Finding:

1. The rezoning request from ID Interim Development District to C-3 Higher-Intensity Commercial District achieves consistency with the approval standards enumerated in Section 165.09 of the Zoning Code.

Recommendation:

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

The vote for approval was 7-0.

Josey Bathke, Chairperson
City of North Liberty Planning Commission

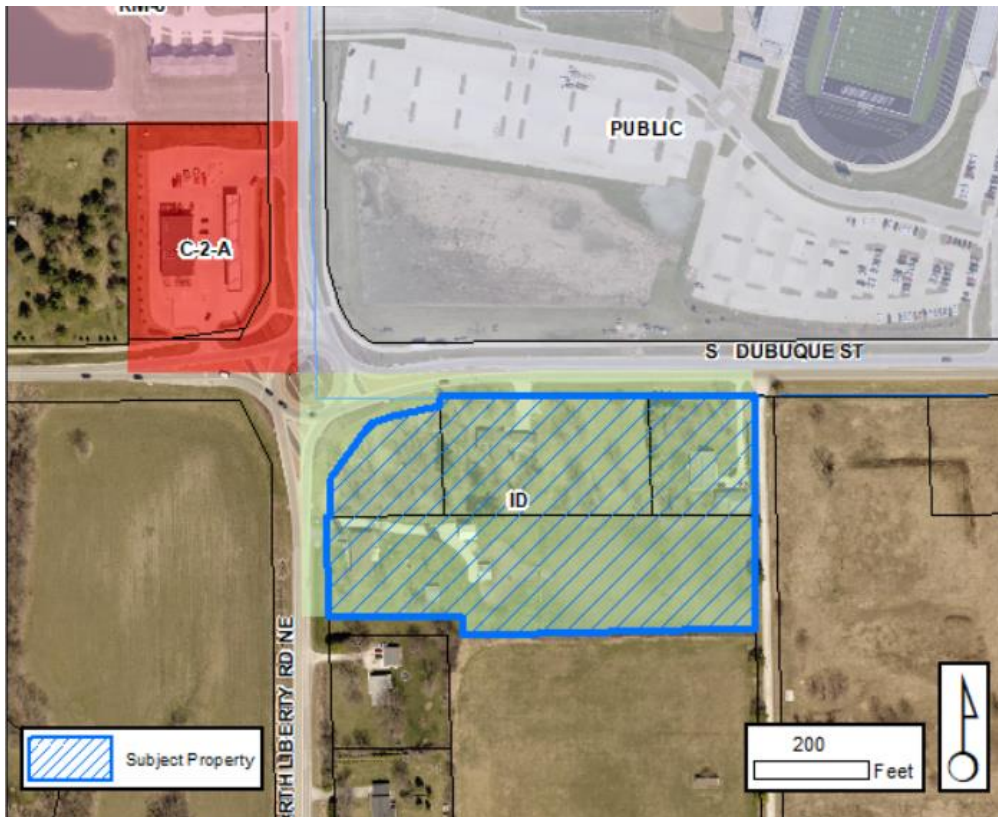


To **City of North Liberty Planning Commission**
 From **Ryan Rusnak, AICP**
 Date **June 30, 2022**
 Re **Request of CMW Properties, LLC. for a zoning map amendment (rezoning) from ID Interim Development District to C-3 Higher-Intensity Commercial District on approximately 6.76 acres. The properties are located at the southeast corner of South Dubuque Street and North Liberty Road.**

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 properties with horizontal mixed-use development, which means there is a mixture of residential and commercial development in separate buildings.



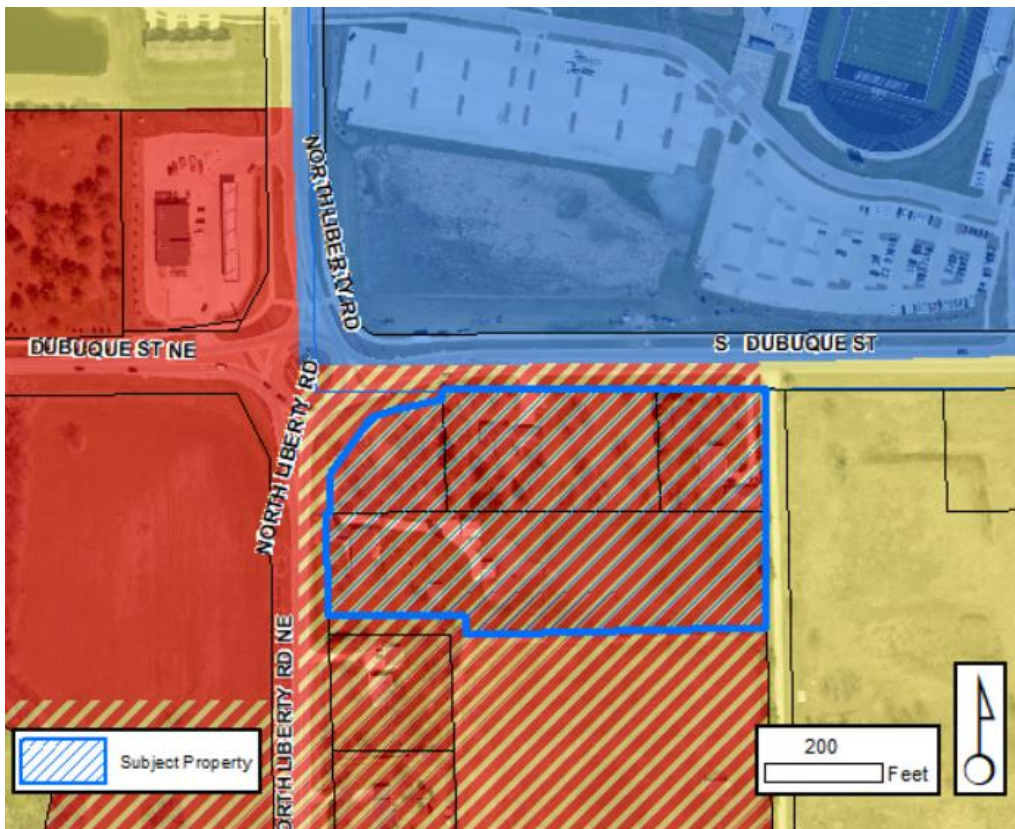
2. Proposed Zoning:

C-3 Higher-Intensity Commercial District.

The C-3 District is intended to accommodate higher-intensity commercial development that serves both local and regional markets. The C-3 District addresses medium and large-scale development that may generate considerable traffic and typically requires significant off-street parking. Higher density residential uses are also allowed to facilitate a mixed-use orientation where appropriate.

3. Consistency with Comprehensive Plan:

Land Use Plan designation: Commercial with Residential.



It appears that the Commercial with Residential designation was part of a more recent Future Land Use Map update. It is staff's understanding that the designation was to encourage mixed commercial/residential development.

Relevant Comprehensive Plan Policies Related to Land Use:

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

4. Public Input:

A good neighbor meeting was held on June 15, 2022. No one outside of City staff and the applicant attended the meeting. To date, staff has received no formal objections.

5. Analysis of the Request

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

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

(1) Map Amendments.

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

It is staff's opinion that the zoning map amendment would achieve consistency with the Comprehensive Plan and adopted land use policies. The C-3 District allows a mix of commercial and residential uses, both horizontally and vertically.

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

This is an emerging part of the City. Staff has spoken with representatives of adjacent properties about developing in a similar manner.

(c) The compatibility with established neighborhood character.

This is an emerging part of the City. It is staff's opinion that this development will establish the character of the area.

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

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

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

This is not applicable. The City expects this property to be redeveloped.

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

This is not applicable.

6. Additional Considerations:

The subject property is located at the intersection of major arterial road (North Liberty Road) and minor arterial road (South Dubuque Street). This is an appropriate location for a higher-intensity commercial district.

Please recall that the C-3 District was re-written during the large Zoning Code amendment.

Table 168.03 Dimensional Standards SF = Square Feet, ' = Feet	
	C-3
Bulk	
Minimum Lot Area	20,000 SF
Minimum Frontage	35
Minimum Lot Width	35'
Maximum Building Height	75'
Setbacks	
Minimum Required Front Yard	25'
Minimum Required Corner Side Yard	25'
Minimum Required Side Yard	10', unless abutting a residential district then 20'
Minimum Required Rear Yard	10' unless abutting a residential district then 25'

7. Staff Recommendation:

Finding:

1. The rezoning request from ID Interim Development District to C-3 Higher-Intensity Commercial District achieves consistency with the approval standards enumerated in Section 165.09 of the Zoning Code.

Recommendation:

Staff recommends the Planning Commission accept the listed finding and forward the request for zoning map amendment from ID Interim Development District to C-3 Higher-Intensity Commercial District on approximately 6.76 acres to the City Council with a recommendation for approval.

Suggested motion:

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

Ordinance No. 2022-17

AN ORDINANCE AMENDING THE ZONING MAP DISTRICT DESIGNATION FOR CERTAIN PROPERTY LOCATED IN NORTH LIBERTY, IOWA FROM THE ID INTERIM DEVELOPMENT DISTRICT TO THE C-3 HIGHER-INTENSITY COMMERCIAL DISTRICT

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

SECTION 1. AMENDMENT. The Official Zoning Map incorporated in Chapter 168.01(2) of the North Liberty Code of Ordinances is hereby amended by designating the zoning district for 6.76, more or less, of property located at the southeast corner of South Dubuque Street and North Liberty Road to C-3 Higher-Intensity Commercial. The property is more particularly described as follows:

That part of the Southwest Quarter of Section 17, Township 80 North, Range 6 West of the 5th Principal Meridian, Johnson County, Iowa and being more particular described as follows:

Commencing at the Southwest corner of said Section 17; Thence north 1037.92; thence east 1328.89 to the centerline of county road and the point of beginning; thence north 258.72 feet along said centerline of county road to the centerline of Old Highway 218; thence south 88°37'30" east 241.72 feet along the centerline of said Old Highway 218; thence south 258.72 feet along the west line of Lot 1, Wayne Phillips Subdivision, Johnson County, Iowa, according the plat recorded in Book 19, Page 50, Plat Records of Johnson County, as extended northly to the centerline of Old Highway 218; thence north 88°37'30" west 241.72 feet to the point of beginning, excepting therefrom that portion conveyed to the City of North Liberty, Iowa, for right-of-way purposes, described in Warranty Deed recorded in Deed Book 5725 Page 759, records of the Recorder of Johnson County Iowa.

AND

Lot 1, Wayne Phillips Subdivision, Johnson County, Iowa, according the plat recorded in Book 19, Page 50, Plat Records of Johnson County.

AND

Commencing at the Southwest corner of said Section 17; Thence north 1037.92; thence east 1328.89 to the centerline of county road; thence south 88°37'30" east 608.06 to the point of beginning; thence north 0°21'15" east 208.71 feet to a point on the south line of Old Highway 218; thence south 88°37'30" east 183.17 along said south line of Old Highway 218; thence south 0°21'15" west 208.71; thence north 88°37'30" west 183.17 feet to the point of beginning.

SECTION 2. CONDITIONS IMPOSED. At the July 5, 2022, meeting the Planning Commission accepted the listed finding and forwarded 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 July 26, 2022.

Second reading on August 9, 2022.

Third and final reading on _____.

CITY OF NORTH LIBERTY:

CHRIS HOFFMAN, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. 2022-17 in *The Gazette* on the ___ of _____, 2022.

TRACEY MULCAHEY, CITY CLERK



Scanlon and Trustees of Penn Township Rezoning



July 5, 2022

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

Re: Request of Scanlon Family, LLC. And The Trustees of Penn Township for a zoning map amendment (rezoning) from ID Interim Development District to R-4 Single-Unit Residence District on approximately 36.32 acres. The property is located at the southeast corner of North Liberty Road and Oak Lane NE.

Mayor Hoffman:

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

Finding:

1. The rezoning request from ID Interim Development District to RS-4 Single-Unit Residence District achieves consistency with the approval standards enumerated in Section 165.09 of the Zoning Code.

Recommendation:

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

The vote for approval was 7-0.

Josey Bathke, Chairperson
City of North Liberty Planning Commission



To **City of North Liberty Planning Commission**
From **Ryan Rusnak, AICP**
Date **June 30, 2022**
Re **Request of Scanlon Family, LLC. And The Trustees of Penn Township for a zoning map amendment (rezoning) from ID Interim Development District to R-4 Single-Unit Residence District on approximately 36.32 acres. The property is located at the southeast corner of North Liberty Road and Oak Lane NE.**

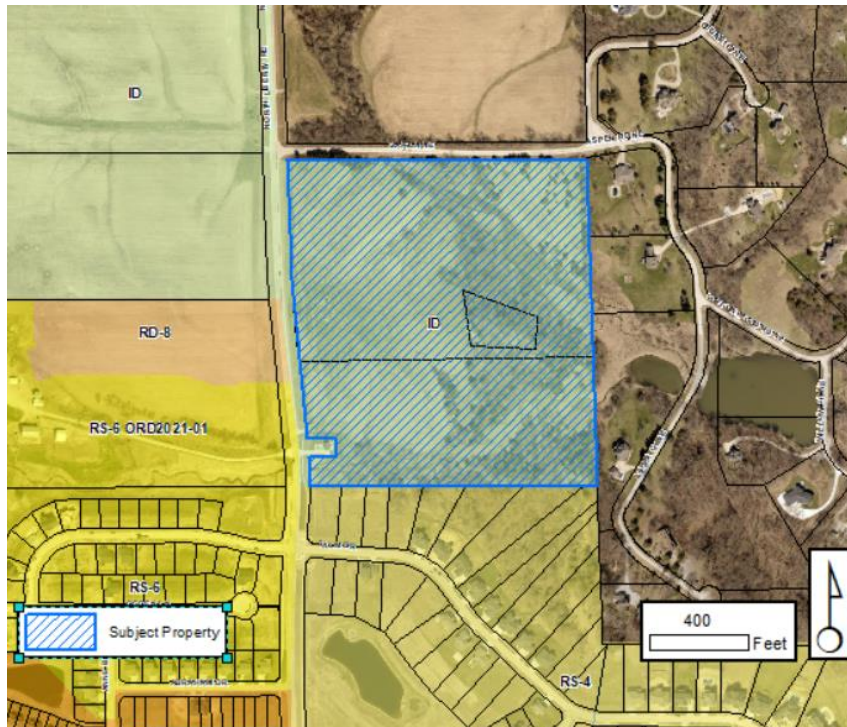
North Liberty City staff has reviewed the subject submission, and offer comments presented in this memo. The staff review team includes the following personnel:

- 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. Proposed Zoning:

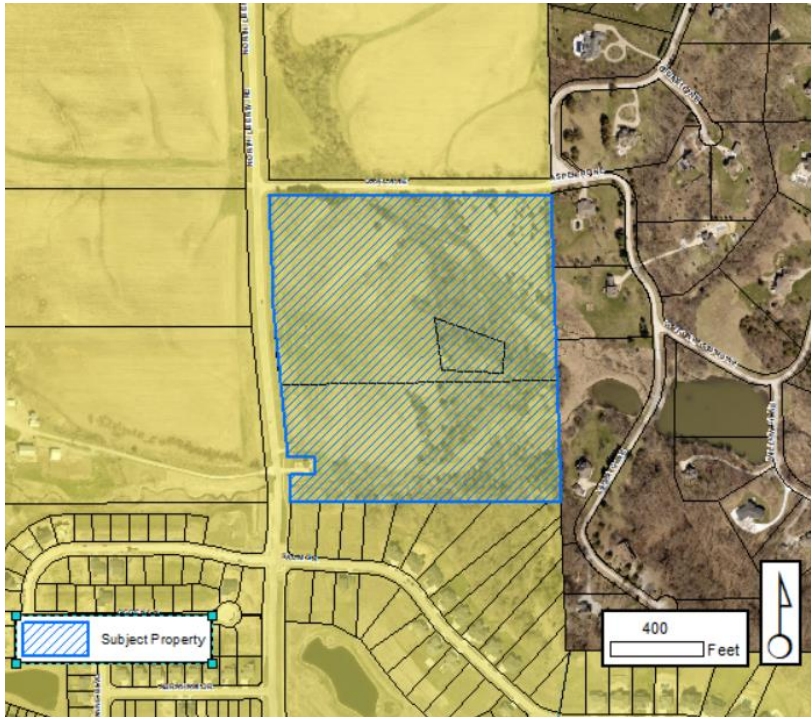
RS-4 Single-Unit Dwelling District.

RS-4 Single-Unit Residence District. The RS-4 District is intended to provide and maintain low-density single-unit residential neighborhoods. Limited non-residential uses that are compatible with the surrounding residential neighborhoods may be permitted in the RS-4 District.



2. Consistency with Comprehensive Plan:

Land Use Plan designation: Residential.



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

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

Relevant Comprehensive Plan Policies Related to Land Use:

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

3. Public Input:

A good neighbor meeting was held on June 15, 2022. Approximately eleven people outside of City staff and the applicant attended the virtual meeting. There were some concerns expressed at the meeting. Concerns expressed pertained to the use of Oak Lane NE (which will remain private and in unincorporated Johnson County), stormwater runoff and erosion control and the removal of trees to accommodate the development. To date, staff has received four formal objections.

4. Approval Standards:

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

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

(1) Map Amendments.

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

It is staff's opinion that the zoning map amendment would achieve consistency with the Comprehensive Plan and adopted land use policies.

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

It is staff's opinion that the proposed zonings would be compatible with the zoning of nearby property. The property to the south is currently zoned RS-4 and the property to the east is zoned R (unincorporated Johnson County).

(c) The compatibility with established neighborhood character.

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

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

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

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

This is not applicable. The City expects this property to be developed.

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

This is not applicable.

6. Additional Considerations:

The northern parcel and the Alt/Wein Cemetery property were recently annexed into the corporate limits of North Liberty. The following is from the Find a Grave website:

The first burial in the Alt/Wein Cemetery was on Nov 15 1842, Louisa, dau of Alonzo and Maria Denison. The people buried in this cemetery are pioneer settlers of Penn Twp. Based on the stones in the cemetery, thirty were buried before the end of the Civil War, fourteen before the end of the century and three at the beginning of the 20th Century. No more burials were allowed after 1920. Two Civil War Veterans are buried there. On Apr 3 1922, the trustees of Penn Twp accepted a quit claim deed from the Alts for the cemetery and agreed to maintain it. The cemetery is east of a gravel road. Currently one must access the cemetery through a cow pasture. Access can only be made with permission of the pasture owner who lives on a farm on the other side of the road.

The Scanlon Family, LLC has been working with The Trustees of Penn Township about developing in a sensitive manner around the cemetery.

There are two drainage courses through the property. The direction of the drainage flow is show in red on the map below. The area in green are the two high points of the property.



Oak Lane NE is a private access to the Fjords North Subdivision and is planned to remain in unincorporated Johnson County. This is more of a discussion with the preliminary subdivision plat, but three of the lots would have access to the Oak Lane NE due to the topography of the site.

7. Staff Recommendation:

Finding:

1. The rezoning request from ID Interim Development District to RS-4 Single-Unit Residence District achieves consistency with the approval standards enumerated in Section 165.09 of the Zoning Code.

Recommendation:

Staff recommends the Planning Commission accept the listed finding and forward the request for zoning map amendment from ID Interim Development District to RS-4 Single-Unit Residence District to the City Council with a recommendation for approval.

Suggested motion:

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

Ordinance No. 2022-18

AN ORDINANCE AMENDING THE ZONING MAP DISTRICT DESIGNATION FOR CERTAIN PROPERTY LOCATED IN NORTH LIBERTY, IOWA FROM THE ID INTERIM DEVELOPMENT DISTRICT TO THE RS-4 SINGLE-UNIT RESIDENCE DISTRICT

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

SECTION 1. AMENDMENT. The Official Zoning Map incorporated in Chapter 168.01(2) of the North Liberty Code of Ordinances is hereby amended by designating the zoning district for 36.32, more or less, of property located at the southeast corner of North Liberty Road and Oak Lane NE to R-4 Single-Unit Residence District. The property is more particularly described as follows:

The Northeast Quarter of the Northwest Quarter of section 17, township 80 north, range 6 west of the 5th principal meridian, Johnson County, Iowa.

EXCEPT

That part of Auditor's Parcel No. 2021024 lying within the Northeast Quarter of the Northwest Quarter of Section 17, Township 80 North, Range 6 West of the 5th Principal Meridian as recorded in Book 64, Page 353 in the Office of the Johnson County, Iowa recorder.

AND EXCEPT

That part of North Liberty Road right-of-way in the Northeast Quarter of the Northwest Quarter of Section 17, Township 80 North, Range 6 West of the 5th Principal Meridian as recorded in Book 5351, Page 996 in the office of the Johnson County, Iowa Recorder.

AND EXCEPT

That part of North Liberty Road right-of-way in the Northeast Quarter of the Northwest Quarter of Section 17, Township 80 north, range 6 west of the 5th Principal Meridian as recorded in Book 5479, Page 466 in the Office of the Johnson County, Iowa Recorder.

SECTION 2. CONDITIONS IMPOSED. At the July 5, 2022, meeting the Planning Commission accepted the listed finding and forwarded 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 July 26, 2022.

Second reading on August 9, 2022.

Third and final reading on _____.

CITY OF NORTH LIBERTY:

CHRIS HOFFMAN, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. 2022-18 in *The Gazette* on the ___ of _____, 2022.

TRACEY MULCAHEY, CITY CLERK



ITC Midwest Franchise

Ordinance No. 2022-19

AN ORDINANCE GRANTING TO ITC MIDWEST LLC, A WHOLLY OWNED SUBSIDIARY OF ITC HOLDINGS CORP., ITS SUCCESSORS AND ASSIGNS (THE "COMPANY"), THE RIGHT AND FRANCHISE TO ACQUIRE, CONSTRUCT, RECONSTRUCT, ERECT, MAINTAIN, OPERATE AND REMOVE IN THE CITY OF NORTH LIBERTY, JOHNSON COUNTY, IOWA, A TRANSMISSION SYSTEM FOR ELECTRIC POWER AND ENERGY AND THE RIGHT TO ERECT AND MAINTAIN THE NECESSARY POLES, LINES, WIRES, CONDUITS AND OTHER APPLIANCES, EQUIPMENT AND SUBSTATIONS FOR THE TRANSMISSION OF ELECTRIC CURRENT AND TELECOMMUNICATIONS ALONG, UNDER AND UPON THE STREETS, AVENUES, ALLEYS AND PUBLIC PLACES IN THE CITY OF NORTH LIBERTY, JOHNSON COUNTY, IOWA; GRANTING THE RIGHT TO ERECT AND MAINTAIN UPON THE STREETS, AVENUES, ALLEYS AND PUBLIC PLACES, TRANSMISSION LINES THROUGH THE CITY OF NORTH LIBERTY, JOHNSON COUNTY, IOWA, FOR THE PERIOD OF TEN (10) YEARS; AND GRANTING THE RIGHT OF EMINENT DOMAIN

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

SECTION 1. NEW CHAPTER. Chapter 118 of the North Liberty Code of Ordinances is hereby created, entitled "ITC Electric Transmission Franchise," and reading as follows:

118.01. Grant.

There is hereby granted to the Company the right and franchise to acquire, construct, reconstruct, erect, maintain, operate and remove in the City a transmission system for electric power and the right to erect and maintain the necessary poles, lines, wires, conduits, and other appliances, equipment and substations for the transmission of electric power and energy and telecommunications (collectively, the "Facilities") along, under and upon the streets, avenues, alleys and public places in the City; also the right to erect and maintain upon the streets, avenues, alleys and public places, transmission lines through the City for the period of ten (10) years; also the right of eminent domain as provided in Section 364.2 of the Code of Iowa.

118.02. Indemnification.

The Facilities shall be placed and maintained so as not to unnecessarily interfere with the travel on the streets, avenues, alleys, and public places in the City nor unnecessarily interfere with the proper use of the same, including ordinary drainage, or with the sewers, underground pipe and other property of the City, and the Company shall hold the City free and harmless from all damages arising from the negligent acts or omissions of the Company in the erection or maintenance of the transmission system.

118.03. Relocation.

Except as provided herein below, the Company shall, at its cost and expense, locate and relocate its Facilities in, on or over any public street or alley in the City in such a manner as the City may at any time reasonably require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the street or alley or any public improvement of, in or about any such street or alley or reasonably promoting the efficient operation of any such improvement. If the City orders or requests the Company to relocate its Facilities for the primary benefit of a commercial or private project, or as the result of the initial request of a commercial or private developer or other non-public entity, the Company shall receive payment for the cost of such relocation as a precondition to relocating its Facilities. The City shall consider reasonable alternatives in designing its public works projects so as not arbitrarily to cause the Company unreasonable additional expense in exercising its authority under this section. The City shall also provide a reasonable alternate location for the Company's Facilities. The City shall give the Company reasonable advance written notice to vacate a public right-of-way. Vacating a public right-of-way shall not deprive the Company of its right to operate and maintain existing Facilities until the reasonable cost of relocating the same are paid to the Company.

118.04. Modern System.

The system authorized by this Ordinance shall be designed, operated, and kept in an operable condition consistent with good utility practice and applicable codes, rules, regulations, and standards of the Company and its interconnection customers and any applicable reliability standards of the North American Electric Reliability Council (NERC).

118.05. Future System Plans; City-Company Partnership for Joint Planning.

The Company recognizes the importance of community input when siting new projects to serve the community and electricity distribution as well as the authority of the City to permit and otherwise regulate siting activity. The Company will work jointly with the City to plan each new route involving the

exercise of the rights granted in Section 1. Each party shall work together in planning and approving such routes to balance the City's interests in promoting orderly growth and economic development with the Company's interests in provide electric power and energy safely and efficiently to the community. Notwithstanding any other provision herein, no new project shall be sited, and none of the powers described in Section 1 of this Agreement shall attain to the Company with respect to any new project without prior written approval from the City. The Company will not pursue any route that the City denies approval. However, such route approvals will not be unreasonably withheld. At the request of the City, mapping information will be reviewed with the City staff. All such reviews will be in compliance with the Federal Energy Regulatory Commission regulations or the regulations of other agencies with authority over the review and dissemination of critical infrastructure information, and infrastructure security and subject to all protective provisions for critical infrastructure under the Open Records Act, Iowa Code §21.1, et seq., as amended. Prior to any excavating in the rights-of-way, both parties shall follow the procedures set forth in Iowa Code Chapter 480 or an entity with a similar function utilized by both the City and the Company, currently the Iowa One Call System.

The Company will apply to the City for a permit for work performed in City rights-of-way in accordance with City regulations and provide project-specific mapping, which shall be deemed protected under the Open Records Act, Iowa Code §21.1, et seq., as amended, to wit, §50, et al., to be used solely and exclusively by the City in administering the use and occupancy of the public right-of-way and not otherwise to be relied upon for any other purpose.

For emergencies, the Company may proceed with the work without first applying for a permit, provided, however, that the Company shall apply for and obtain a permit as soon as commercially practicable after commencing such work.

118.06. Vegetation Management.

To promote public safety in proximity to its Facilities and to maintain electric reliability, the Company may, with prior notice to the City, , remove, cut, trim, or otherwise control any tree, shrub, brush, bush or any parts thereof located within or extending into any street, alley, right-of-way or public grounds. Upon notice, Company or its duly authorized agent of vegetation management will meet and discuss with the City the planned routes of vegetation management and planned vegetation management activities thereon to mutually identify and remedy any concerns City may have as to City-owned vegetation. No such prior notice shall be required in the event of an emergency necessitating the immediate management of such vegetation to restore or prevent an imminent loss of electric service. The foregoing vegetation management shall be completed in

accordance with the most current nationally accepted safety and utility industry standards, as revised and updated from time to time.

118.07. Continuous Service.

Service to be rendered by the Company under this franchise shall be continuous unless prevented from doing so by fire, Acts of God, unavoidable accidents or casualties, customer outages or interruptions on the electric transmission system to no fault of Company or interruptions necessary to properly service the Company's equipment, and in such event service shall be resumed as quickly as is commercially practicable.

118.08. Non-exclusivity.

The franchise granted by this Ordinance shall not be exclusive.

118.09. Undergrounding.

The City may request estimates for the undergrounding of replacement lines, upgrades or new lines, including lines to be adjusted for road moves or for other specific projects. When requested, the Company will provide to the City two estimates: 1) An estimate for the cost of the project with overhead construction, and 2) An estimate for the cost of the project with underground construction. The City will have no more than 60 days from the estimate date to determine if it wants the line built overhead or placed underground. If the City chooses underground construction for such project, the City will be responsible for the incremental cost of undergrounding, if and to the extent, such costs are not already part of or included in a precondition payment for relocation pursuant to Section 3. The incremental cost of undergrounding is defined as the differential between the estimate for underground construction and the estimate for overhead construction. Upon receipt of the City's payment for the incremental cost of undergrounding, the Company will install the underground facilities. The Company reserves the right to bill City for the amount that the incremental cost associated with installation exceeds its estimate. The City reserves the right to a refund of overpayment if the incremental costs are less than the amount billed in the estimate. If the City wishes to have a line not scheduled for replacement or upgrade placed underground, the City shall contact the Company to make such a request. The City shall cover all costs related to this work. If undergrounding of transmission lines requires entities interconnecting with the Company to make adjustments to their electrical systems, the City bears the responsibility of communication with those entities and, if it chooses, the cost of converting their facilities from overhead to underground. The Company reserves the right to review all the City's communications with the affected entities.

118.10. Severability.

If any section, provision, or part of this Ordinance shall be adjudged to be 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.

118.11. Term of Agreement.

The term of the franchise granted by this Ordinance and the rights granted thereunder shall continue for the period of ten (10) years from and after written acceptance by the Company, and shall thereafter automatically be renewed for an additional single ten (10) year term, unless the City notifies the Company in writing of its intent not to renew the franchise not later than 180 days prior to the expiration of the initial term.

118.12. Publication Expenses.

The expense of the publication of this Ordinance shall be paid by the Company.

118.13. Repeal of Conflicting Ordinances.

All ordinances, or parts of ordinances, insofar as they are in direct conflict herewith, are hereby repealed.

118.14. Acceptance.

The franchise granted by this Ordinance shall be conditioned upon acceptance by the Company in writing. The acceptance shall be filed with the City Clerk within ninety (90) days from the passage of this Ordinance.

118.15. Future Developments.

The City agrees it will not permit or grant approval for any development, construction or land uses in the City that would result in or cause the Company's Facilities to violate setback requirements, safety requirements or any other provision of the National Electric Safety Code or any law, regulation or ordinance of the State of Iowa, Johnson County or the City.

118.16. Closing.

This Ordinance sets forth and constitutes the entire agreement between the Company and the City with respect to the rights contained herein, and may not be superseded, modified or otherwise amended without the approval and

acceptance of the Company. Upon acceptance by the Company, this Ordinance shall supersede, abrogate and repeal any prior electric system ordinance between the Company and the City as of the date this Ordinance is accepted by the Company. Notwithstanding the foregoing, in no event shall the City enact any ordinance or place any limitations, either operationally or through the assessment of fees, that create additional burdens upon the Company, or that delay utility operations.

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 July 26, 2022.

Second reading on August 9, 2022.

Third and final reading on _____, 2022.

CITY OF NORTH LIBERTY:

CHRIS HOFFMAN, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. 2022-19 in the North Liberty *Leader* on the ____ day of _____, 2022.

TRACEY MULCAHEY, CITY CLERK



Zoning Ordinance Amendment



July 5, 2022

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

Re: Request of the City of North Liberty for an Ordinance amending Chapters 165, 168, 169 And 180 of the North Liberty Code of Ordinances Regarding the Construction Plan Approval Process And Standards, Surface and Subsurface Drainage Requirements, Restoring Building Trades and Services To Use Matrix and Adding and Relocating Certain Uses within the Use Matrix, Clarifying Landscaping Plan Requirements and Amending Dumpster Enclosure Requirements.

Mayor Hoffman:

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

Finding:

1. The proposed Ordinance would revise oversights and provide greater clarification to the recently adopted Zoning Ordinance amendment.

Recommendation:

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

The vote for approval was 7-0.

Josey Bathke, Chairperson
City of North Liberty Planning Commission

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTERS 165, 168, 169 AND 180 OF THE NORTH LIBERTY CODE OF ORDINANCES REGARDING THE CONSTRUCTION PLAN APPROVAL PROCESS AND STANDARDS, SURFACE AND SUBSURFACE DRAINAGE REQUIREMENTS, RESTORING BUILDING TRADES AND SERVICES TO USE MATRIX AND ADDING AND RELOCATING CERTAIN USES WITHIN THE USE MATRIX, CLARIFYING LANDSCAPING PLAN REQUIREMENTS AND AMENDING DUMPSTER ENCLOSURE REQUIREMENTS

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

SECTION 1. AMENDMENT OF ORDINANCE. Paragraph 3 of Chapter 165.05 of the North Liberty Code of Ordinances, entitled Permit Requirements, is amended to read as follows:

3. Construction Site Plans Review. The construction site plan review process ensures consistency with the approved preliminary site plan, ~~and~~ all applicable municipal regulations, and adopted construction standards.
 - A. Authority. The Code Official reviews and issues final approval of construction site plans. When a subdivision plat is required by any provision of this Code of Ordinances, and such plat creates the need for extension of streets, utilities or any other new public improvements, no construction site plan approval shall be issued for any lot, parcel or tract within the proposed development until a final plat is approved and recorded.
 - B. Required Construction Site Plan Review. Construction site plan approval is required for any development requiring preliminary site plan approval, and development of any utility (sub)stations.
 - C. Construction Site Plan Submittal Requirements. All applications for construction site plan review shall include the following:
 - (1) The completed application form.
 - (2) A scaled and dimensioned site plan drawn to a scale not less than one inch to one hundred feet, prepared by a licensed engineer, landscape architect and/or architect. The site plan shall include the following:
 - (a) Date, north arrow and graphic scale.
 - (b) The property owner's name and description of proposed development.
 - (c) A vicinity sketch showing the location of the property and other properties within 1,000 feet of it.
 - (d) Property boundary lines, dimensions, and total area.
 - (e) Contour lines at intervals of not more than five feet, City datum. If substantial topographic change is proposed, the existing

topography shall be illustrated on a separate map and the proposed finished topography shown on the site plan.

- (f) The location of existing streets, sidewalks, easements, utilities, drainage courses.
- (g) The total square feet of building floor area, both individually and collectively.
- (h) Total number of dwelling units and the density of the development.
- (i) All structures and major features shall be fully dimensioned including distance between structures, distance between driveways, parking areas, property lines and building height.
- (j) Off-street parking areas, ingress and egress to the property, number of parking spaces proposed, number of parking spaces required by this code and type of surfacing.
- (k) Pedestrian walkways with special consideration given to pedestrian safety.
- (l) Recreation and open spaces, with special consideration given to the location, size and development of the areas in regard to adequacy, effect on privacy of adjacent living areas, and relationship to community wide open spaces and recreation facilities.
- (m) Walls, fences or other artificial features.
- (n) Trash and refuse enclosures.
- (o) Documentation demonstrating compliance with Chapter 155, entitled Construction Site Erosion and Sediment Control.
- (p) Documentation demonstrating compliance with Chapter 156, entitled Post-Construction Storm Water Runoff Control.
- (q) A lighting plan depicting the location, height, and type of lighting fixtures on the site and proposed buildings and a photometric plan depicting the lighting fixture locations and illumination levels.
- (r) The location, type and size of all plants, shrubs, trees, and ground cover.

- D. Extension of public utilities. The petitioner may, as ~~part~~ condition of the construction site plan approval, be required to install public utilities, including (but not limited to) water lines, storm sewer, sanitary sewer, street paving, fire hydrants, and such other utilities as applicable to properly serve the proposed development. Where required as ~~part~~ condition of a construction site plan approval, utilities shall be constructed in accordance with ~~City~~ construction standards as ~~referred to in the subdivisions ordinance established by resolution of the City Council~~ for those portions within the public right-of-way and to be dedicated to the City, and may be required to be constructed to the same specifications for those undedicated portions where said utilities may have a direct effect on the future safety, proper functioning, and maintenance of those portions to be dedicated.

E. Surface water drainage management. The petitioner may, as a condition of construction site plan approval, be required to perform such work as may be necessary to ensure the proper drainage of surface water over and across the property, in accordance with construction standards established by resolution of the City Council.

E.F. Modifications. The development shall be substantially in conformance with the approved construction site plan. Amended construction site plans shall be submitted to the Code Official for determination if the amendment can be approved administratively or if the amendment requires review by the Planning Commission and approval by City Council in accordance with Section 165.05(2)(E).

F.G Once a site plan is approved, the petitioner has eighteen (18) months to commence the development of the property consistent with the approved site plan and any related conditions and agreements. The development of the property shall be substantially completed within thirty-six (36) months from the date of City approval of the site plan. In the event that the petitioner fails to either commence or complete the development of the property within these timeframes, authorization to proceed with the development shall cease, and the petitioner shall be required to seek reauthorization and approval of the construction site plan. The petitioner may, however, request an extension of time from the City. If an extension is granted, it may be conditioned upon updating any security posted by the petitioner or requiring the petitioner to provide security to reflect cost increases and extended completion date.

SECTION 2. AMENDMENT OF ORDINANCE. Table 168.06 of Chapter 168.06 of the North Liberty Code of Ordinances, entitled Use Matrix, is amended to read as follows:

Table 168:06: Use Matrix															
See Section 168.07 for Use Definitions and Use Standards															
Use	ID	RS	RD	RM	R-MH	C-1-A	C-1-B	C-2-A	C-2-B	C-3	OR/P	I-1	I-2	I-P	P
1. Adult Entertainment													<u>C</u>		
2. Agricultural Experience	<u>C</u>														
3. Agriculture	P														
4. Amusement Facility – Indoor						<u>C</u>	P	P	P	P					
5. Amusement Facility – Outdoor										<u>C</u>					
6. Animal Care Facility						P	P	P	P			P			
7. Animal Shelter												<u>C</u>			<u>C</u>
8. Art Gallery						P	P	P	P	P					
9. Arts and Fitness Studio						P	P	P	P	P					
10. Bar						P	P	P	P	P		P		P	
11. Bed and Breakfast Home		<u>C</u>													
12. Body Art Establishment								P	P						
13. Brewery-Micro						P	P	P	P	P				P	
14. Broadcasting Studio								P	P	P				P	P
15. Building Trades and Services								P	P	P		P		P	
15:16. Car Wash								P	P						
16:17. Child Care Center						P	P	P	P	P	P			P	P
17:18. Child Care Home		P			P										
18:19. Child Development Home		P													
19:20. Community Center						P	P	P	P	P				P	P
20:21. Community Pantry	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>		<u>C</u>	P	P	P						
21:22. Cultural Facility						P	P	P	P	P					P
22:23. Distillery, Micro						P	P	P	P	P				P	
23:24. Drive-Through Facility						<u>C</u>	P	P	P	P	P			P	

Table 168:06: Use Matrix
See Section 168.07 for Use Definitions and Use Standards

Use	ID	RS	RD	RM	R-MH	C-1-A	C-1-B	C-2-A	C-2-B	C-3	OR/P	I-1	I-2	I-P	P
<u>24.25. Dwelling – Manufactured Home</u>					P										
<u>25.26. Dwelling – Mixed Use</u>						P	P	P	P	P					
<u>26.27. Dwelling – Multiple-Unit</u>				P						P					
<u>27.28. Dwelling – Single-Unit</u>	P	P													
<u>28.29. Dwelling – Single-Unit Zero Lot Line</u>			P												
<u>29.30. Dwelling – Townhouse</u>				P											
<u>30.31. Dwelling – Two Unit</u>			P	P											
<u>31.32. Educational Facility – Primary</u>	P	P	P	P		P	P	P	P	P					P
<u>32.33. Educational Facility – Secondary</u>	P	P	P	P		P	P	P	P	P					P
<u>33.34. Educational Facility – University or College</u>											P			P	P
<u>34.35. Educational Facility – Vocational</u>						C	P	P	P	P		P		P	
<u>35.36. Financial Institution</u>						P	P	P	P	P				P	
<u>36.37. Fireworks, Retail Sales of</u>												P			
<u>37.38. Food Bank</u>												P			
<u>38.39. Fueling Station</u>							P	P	P			P		P	
<u>39.40. _____ Fulfillment Center, Micro</u>								C	C	C		P			
<u>40.41. Funeral Home</u>								P	P						
<u>41.42. Golf Course/Driving Range</u>							P								P
<u>42.43. Greenhouse/Nursery – Retail</u>												P			
<u>43.44. _____ Group Home</u>	P	P	P		P										
<u>44.45. _____ Healthcare Institution</u>										P				P	P

Table 168:06: Use Matrix
See Section 168.07 for Use Definitions and Use Standards

Use	ID	RS	RD	RM	R-MH	C-1-A	C-1-B	C-2-A	C-2-B	C-3	OR/P	I-1	I-2	I-P	P
<u>45-46. Heavy Rental and Service Establishment</u>												P			
<u>46-47. Heavy Retail Establishment</u>										P		P			
<u>47-48. Hotel</u>						C	P	P	P	P	P			P	
<u>48-49. Industrial - General</u>												P	P		
<u>49-50. Industrial - Light</u>												P	P	P	
<u>50-51. Industrial Design</u>							P	P	P	P		P		P	
<u>51-52. Live Performance Venue</u>						P	P	P	P	P				P	
<u>52-53. Manufactured Home Park</u>					P										
<u>53-54. Medical/Dental Office</u>						P	P	P	P	P		P			
<u>54-55. Office</u>						P	P	P	P	P	P	P		P	P
<u>55-56. Outdoor Seating</u>						P	P	P	P	P				P	P
<u>56-57. Park, Private</u>	P	P	P	P	P	P	P	P	P	P	P			P	
<u>57-58. Park, Public</u>															P
<u>58-59. Parking Lot (Principal Use)</u>						C	P	P	P	P		P		P	P
<u>59-60. Parking Structure (Principal Use)</u>						C	P	P	P	P		P		P	P
<u>60-61. Personal Services Establishment</u>						P	P	P	P	P					
<u>61-62. Place of Worship</u>	P	P	P	P		P	P	P	P	P					
<u>62-63. Private Club</u>						P	P	P	P	P					
<u>63-64. Public Safety Facility</u>															P
<u>64-65. Public Works Facility</u>															P
<u>65-66. Research and Development</u>											P	P		P	
<u>66-67. Residential Care Facility</u>				P			P	P	P	P					
<u>67-68. Restaurant</u>						P	P	P	P	P		P		P	P
<u>68-69. Retail Good Establishment</u>						P	P	P	P	P		P		P	

Table 168:06: Use Matrix
See Section 168.07 for Use Definitions and Use Standards

Use	ID	RS	RD	RM	R-MH	C-1-A	C-1-B	C-2-A	C-2-B	C-3	OR/P	I-1	I-2	I-P	P
<u>69:70. Salvage Yard</u>													C		
<u>70:71. Self-Storage – Enclosed</u>								P	P	P		P			
<u>71:72. Self-Storage – Outdoor</u>								C	C	C		P			
<u>72:73. Specialty Food Service</u>						P	P	P	P	P		P		P	
<u>73:74. Storage – Outdoor (Principal Use)</u>												C	P		
<u>74:75. Truck Stop</u>												C	P		
<u>75:76. Utility (Sub)Stations</u>	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
<u>76:77. Vehicle Dealership, New and Used</u>								P	P	P					
<u>77:78. Vehicle Dealership, Used</u>								C	C						
<u>78:79. Vehicle Operations Facility</u>												P			P
<u>79:80. Vehicle Rental</u>												P			
<u>80:81. Vehicle Repair – Major</u>								C	C			P			
<u>81:82. Vehicle Repair – Minor</u>								P	P			P			
<u>82:83. Warehouse</u>												P			
<u>83:84. Wholesale Establishment</u>												P			
<u>84:85. Winery, Micro</u>						P	P	P	P	P				P	

SECTION 3. RENUMBERING OF ORDINANCE. Paragraphs 15 through 84 of Chapter 168.07 of the North Liberty Code of Ordinances, entitled Uses Defined and Use Standards, are renumbered as Paragraphs 16 through 85.

SECTION 4. AMENDMENT OF ORDINANCE. Chapter 168.07 of the North Liberty Code of Ordinances, entitled Uses Defined and Use Standards, is amended to insert the following new Paragraph 15 before renumbered Paragraph 16.

15. Building Trades and Services

A. Defined. Building Trades and Services means an establishment that undertakes activities related to building construction projects, as well as those that provide repair and maintenance services to buildings, including building systems, home appliances, and the like. These specialized trade contractors may work on subcontract from a general contractor, performing only part of the work covered by the general contract, or they may work directly for the owner of the building or project. Building and Trade Services uses primarily perform their work at the site of the structure being constructed or serviced, although they also may have shops where they perform work incidental to the job site. Examples of building trades and services include electrical, plumbing, heating, and air conditioning contractors, painting, masons, stone and tile setters, glass and glazing services.

B. Use Standards.

- (1) Building area shall be limited to 7,500 square feet in the C-2-A, C-2-B and C-3 Districts.
- (2) Vehicles such as cars, vans and pickup trucks shall be permitted in designated parking spaces in any location. Box trucks, and other similar vehicles, along with trailers which may be pulled by permitted vehicles, shall also be permitted in designated parking spaces, but shall not be located within a front or corner side yard. Smaller equipment such as skid loaders, forklifts, etc. may be permitted, provided they are stored indoors or inside enclosed trailers. Heavy vehicles and equipment such as tractor trailers, semi-trucks, construction equipment, and other large specialty vehicles as determined by Code Official shall be prohibited.
- (3) Outdoor storage shall only be permitted in the I-1 District.
 - (a) Outdoor storage or display areas shall be screened with landscaping consisting of shade trees and evergreen trees and shrubs. Such landscaped area shall be of sufficient width and density to provide an effective and aesthetically pleasing screen with trees and shrubs not less than five feet in height when planted. In lieu of planting strips, a six-foot tall solid vertical fence or masonry, heavy wood construction, or other similar material approved by the Code Official may be used as a screen.
 - (b) Outdoor storage or display shall be allowed only on hard-surface areas paved to parking lot specifications with asphalt or concrete.
- (4) See Section 169.05(B) for outdoor storage areas as an accessory use.

SECTION 5. AMENDMENT OF ORDINANCE. Paragraph 28 of Chapter 168.07 of the North Liberty Code of Ordinances, entitled Uses Defined and Use Standards, is amended to read as follows:

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

- (9) Front-facing garages shall not exceed 16' or 60% the width of the front building line, whichever is greater. Garage width is measured between the edges of the garage door; in the case of garages designed with multiple garage doors, the distance is measured between the edges of the outermost doors.

SECTION 6. AMENDMENT OF ORDINANCE. Chapter 169.02 of the North Liberty Code of Ordinances, entitled Landscaping Requirements, is amended to read as follows:

169.02 LANDSCAPE REQUIREMENTS.

1. Landscape Plan Required. A landscaping plan is required for development within the multi-unit residence, residential manufactured home park commercial, industrial and public districts and for non-residential development in residential and interim development districts.
2. Selection, Installation and Maintenance.
 - A. Selection.
 - (1) All plant materials must be of good quality and meet American Horticulture Industry Association (AmericanHort) or its ANSI accredited successor's standards for minimum acceptable form, quality, and size for species selected.
 - (2) All species must be capable to withstand the seasonal temperature variations of USDA Hardiness Zone 5b (the plant zone for North Liberty). A hardiness zone is a geographically defined area in which a specific category of plant life is capable of growing, as defined by climatic conditions, including its ability to withstand the minimum temperatures of the zone.
 - (3) The use of species native or naturalized is required. Drought tolerant species are encouraged.
 - (4) Invasive species are prohibited.
 - B. Installation.
 - (1) All landscape materials must be installed in accordance with current nursery industry standards, and must be properly supported to ensure survival. Support devices such as guy wires or stakes must not interfere with pedestrian or vehicular movement.
 - (2) If landscape material is located within a utility easement and repair or replacement of the utility is needed, the City or utility is not responsible for the replacement of any landscape that may be damaged.
 - (3) All plant materials must be free of disease and installed so that soil of sufficient volume, composition, and nutrient balance are available to sustain healthy growth.

- (4) Landscaping materials shall be planted as each phase of a site is developed.
 - (5) If weather prohibits the installation of landscape materials, a security bond for 125% in favor of the City of the estimated amount of landscape materials and installation cost. The cost of landscape materials and installation must be determined by a landscape architect or other landscape business professional.
 - C. Maintenance.
 - (1) Landscape materials depicted on approved landscape plans are considered a required site element. As such, the owner of record or the business or homeowner's association is responsible for the maintenance, repair, and replacement of all landscape materials and elements
3. Minimum Planting Sizes. Minimum planting sizes are as follows. For the purposes of determining trunk size, the diameter/caliper is measured at six inches above ground level, unless otherwise specified in current ANSI accredited Horticultural Standards.
 - A. Evergreen trees must have a minimum height of six feet.
 - B. Shade trees must have a minimum clear trunk height of four feet above the ground with a two-inch caliper.
 - C. Single stem ornamental trees must have a minimum trunk size of two inches in caliper. Multiple stem ornamental trees must have a minimum height of eight feet.
 - D. Evergreen or deciduous shrubs must have a minimum height of 18 inches.
4. Berming. If berms are included on a landscape plan, they must comply with the following:
 - A. Berms must be stabilized to prevent erosion.
 - B. Berms must be a minimum of two feet in height.
 - C. Berms of two feet in height and up to six feet in height are limited to a maximum slope of 3:1, as measured from the lot line.
 - D. Berms of six feet in height or more are limited to a maximum slope of 4:1, as measured from the lot line.
 - E. Berms must undulate by height and/or width for visual interest.
5. Parking Lot Landscape. A perimeter landscape area is required for all parking lots adjacent to streets and public spaces such as a plaza, public seating area, or park. The landscape treatment must run the full length of the parking lot perimeter and must be located between the lot line and the edge of the parking lot, with the exception of pedestrian walkways. The landscaped area must be improved as follows:
 - ~~A. Berming shall be installed between the parking lot and a street and/or public space.~~

~~B.A.~~ Shrubs must be planted and spaced sufficiently to form a continuous linear hedgerow at plant maturity.

~~C.B.~~ A minimum of one shade tree must be provided for every 50 linear feet of perimeter landscape yard. Two ornamental trees may be substituted for one shade tree and must be spaced one ornamental tree every 25 feet. Trees may be spaced linearly on-center, or grouped to complement an overall design concept.

C. Trees within parking lot islands adjacent to parking lot landscaping areas may be included in the calculation for minimum number of required trees.

6. Parking Lot Interior Landscape. All parking lots consisting of 15 or more spaces require interior parking lot landscape as described in this section.
 - A. All rows of parking stalls must terminate in a parking lot island or landscape area.
 - B. Where more than 15 parking stalls are provided in a row, one parking lot island must be provided between every 15 parking spaces. As part of the landscape plan approval, parking lot island locations may be varied based on specific site requirements or design scheme, but the total number of islands must be no less than the amount required of one island for every 15 spaces.
 - C. Parking lot islands must be at least the same dimension as the parking stall. Double rows of parking must provide parking lot islands that are the same dimension as the double row.
 - D. A minimum of one shade tree must be provided in every parking lot island or landscape area. If a parking lot island extends the width of a double row, then two shade trees are required.
7. On-Site Trees. In addition to trees in required ~~perimeter areas~~buffer yards, on-site shade trees must be installed as follows:
 - A. Multi-Unit Residence District. One tree for each 750 square feet of building footprint.
 - B. Residential Manufactured Home Park District. One tree for every four acres.
 - C. Commercial, Industrial and Public Districts. One tree for every 2,000 square feet of building footprint.
 - D. Trees within parking lot landscape and parking lot islands adjacent to parking lot landscape may be included in the calculation for minimum number of required trees.
8. Buffer Yards.
 - A. Buffer yards are required for new construction along interior side and rear yards in the following cases:
 1. Where the lot line of a multi-unit residence development is adjacent to the lot line of a single-unit residence or two-family residence district.

2. Where a non-residential use is located within a residential or interim development district.
 3. Where the lot line of a non-residential district is adjacent to the lot line of a residential district. This does not include private or public parks.
- B. The required design for buffer yards is as follows:
1. A buffer yard must be a minimum of 10 feet in width.
 2. One shade or evergreen tree must be planted for every 30 linear feet of buffer yard length. As part of the landscape plan approval, trees may be spaced at various intervals based on specific site requirements, but the total number of trees planted must be no less than one per 30 linear feet of buffer yard length.
 3. Existing trees in the buffer yard may count toward the buffer yard tree requirement. This credit is a 1:1 ratio (one existing tree for one proposed tree) regardless of the size of the existing tree.
 4. Evergreen shrubs must be planted and spaced sufficiently to form a continuous linear hedgerow at plant maturity. As part of the landscape plan approval, shrubs may be spaced at various intervals based on specific site requirements, but the total number of shrubs planted must be no less than one per three linear feet of buffer yard length.
 5. A fence may be required at the discretion of City staff.
8. Site Landscape. Areas of any lot that are not covered by structures or pavement must be planted with live landscaping. Stone, mulch, or other permeable landscape materials may be used to satisfy this requirement, but must not cover more than 40% of such area and must be designed so such materials are placed so that they are no higher than the height of the curb to prevent spill.

SECTION 7. AMENDMENT OF ORDINANCE. Chapter 169.03 of the North Liberty Code of Ordinances, entitled Trash and Recycling Enclosures, amended to read as follows:

169.03 TRASH DUMPSTER, AND RECYCLING AND TRASH COMPACTOR ENCLOSURES.

~~Trash Dumpster and recycling enclosures are required for commercial, industrial, and multi-family zoned areas except that side-by-side, or townhouse style multi-family developments may be approved for curb-side individual pickup by Council resolution upon recommendation by the Code Official that the developer or owner has demonstrated the following: in multi-unit residence (except for townhouse developments), commercial, industrial and public districts and for non-residential development in residential and interim development districts.~~

1. Performance Standards.

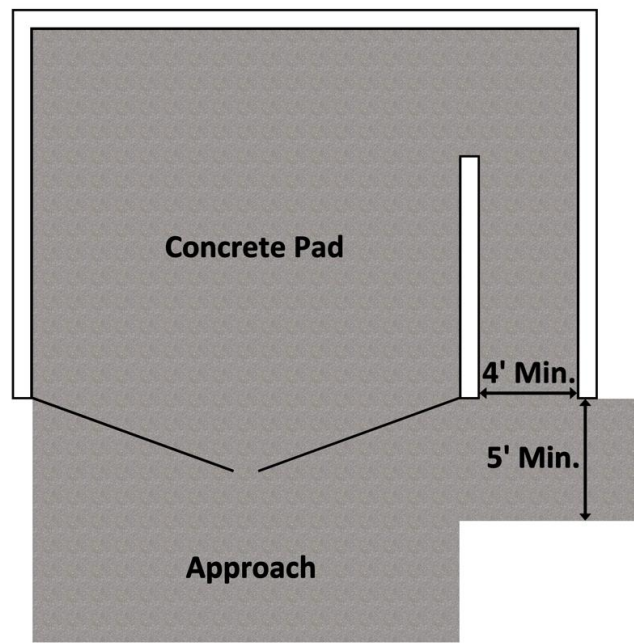
A. Dumpsters, trash compactors and/or other such solid waste containers shall be stored in the enclosure at all times.

- B. Enclosures, gates, doors, etc. shall be kept in good working condition at all times.
- C. The area within and around the enclosure shall be kept in a clean condition at all times.
- D. Gates shall remain closed at all times except when the dumpster, trash compactor and/or other such solid waste container is being serviced.

2. Design Standards.

- A. Enclosures shall not be located in the required front or corner side yard area and should be located out of public view to the greatest degree possible.
- B. Access to the enclosure shall remain unobstructed with a clear approach.
- C. The area within the enclosure and apron shall be improved with a hard surfaced, all-weather dustless material.
- D. Enclosure shall be a minimum of six feet in height but must be of sufficient height to effectively screen the view of dumpsters, trash compactors and/or other such solid waste containers.
- E. Enclosures shall be constructed of split faced block, decorative stone or brick to match the principle building to the maximum extent possible.
- F. For multiple-unit residence developments utilizing a dumpster, there shall be an accessible pedestrian entrance. See figure 169.03-A.
- G. Gates shall not open onto sidewalks, parking spaces or a right-of-way.
- H. The exterior face of gates shall be metal or wood. Non-solid gates shall be a minimum 90% opaque. Gate supports shall be metal with the appropriate diameter to support the gate(s). Hardware must be of sufficient strength to accommodate repetitive swinging.

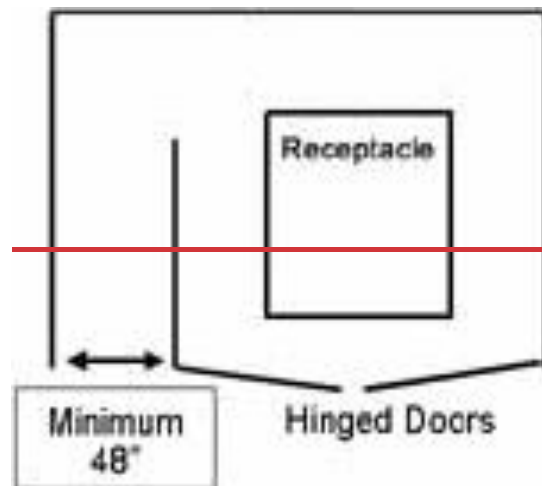
Figure 169.03



1. Adequate maneuverability for garbage truck access; and
2. Practical and adequate frontage for each dwelling unit so that placement of garbage and recycle materials does not impede pedestrians or drivers on public or private sidewalks, driveways, or streets.

If curb-side pickup is approved, the developer shall provide a recorded document releasing the City from any and all damage or injury liability arising from garbage collection activities, and notifying future owners of that release. Enclosures shall not be located in the required front or corner side yard area and should be located out of public view to the greatest degree possible. Openings shall be oriented so that gates do not open toward public streets whenever practical. Enclosures shall be constructed of decorative block or brick to match the principle building to the maximum extent possible, to minimize its visual impact. Gates shall be constructed with commercial-grade hinges, pulls, and hasps, and gate supports shall be metal with an appropriate diameter to support the gates. The gates themselves shall be constructed to present a decorative solid façade. Class 2B fused and bonded vinyl-coated-gauge chain link fence panels with minimum 9-gauge core, with 2" mesh, and winged type slats installed to obtain a Privacy factor of 90% or greater may be used as a substitute for a solid façade. Protective bollards should be provided. See Figure 169.03 for access requirements for multi-family uses:

Figure 169.03



SECTION 8. AMENDMENT OF ORDINANCE. Chapter 180.06 of the North Liberty Code of Ordinances is amended to read as follows:

180.06 BUILDING PERMITS ~~AND CERTIFICATES OF OCCUPANCY~~ RESTRICTED.

1. When a plat is required by provisions of this ~~Code of ordinance~~Ordinances, the City shall not issue any building permit for construction on any lot, parcel, or tract until a plat is approved and recorded.
2. ~~When construction of public improvements is required by the provisions of this Code of Ordinances, the City shall not issue any certificate of occupancy for any structure on any lot, parcel or tract until the public improvements for the plat on which such lot, parcel or tract is located are accepted by the City. Notwithstanding the above, a certificate of occupancy may be issued for structures where sidewalks and erosion control improvements have not yet been accepted, provided that the obligation to install sidewalks and erosion control improvements remains a lien upon the upon the property where the structure is situated until installed and accepted.~~

SECTION 9. AMENDMENT OF ORDINANCE. Paragraph 1(B) of Chapter 180.12 of the North Liberty Code of Ordinances, entitled General Requirements, is amended to read as follows:

- B. The subdivider of property shall be responsible for constructing all ~~public~~ improvements associated with the proposed subdivision according to ~~construction and~~ design standards established by ~~resolution of~~ the City Council; ~~except for special circumstances such as oversizing facilities, as determined by the City.~~

SECTION 10. REPEALER. All Ordinances and parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 11. 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 12. 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 13. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law, except for that portion of Section 8, which amends Chapter 169.03, new Paragraph 1, entitled Performance Standards, takes effect upon enactment and applies retroactively to June 27, 2000.

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 foregoing was published as Ordinance No. _____ in the Cedar Rapids Gazette on the ____ day of _____, 2022.

TRACEY MULCAHEY, CITY CLERK



To **City of North Liberty Planning Commission**
From **Ryan Rusnak, AICP**
Date **June 30, 2022**
Re **Request of the City of North Liberty for an Ordinance amending Chapters 165, 168, 169 And 180 of the North Liberty Code of Ordinances Regarding the Construction Plan Approval Process And Standards, Surface and Subsurface Drainage Requirements, Restoring Building Trades and Services To Use Matrix and Adding and Relocating Certain Uses within the Use Matrix, Clarifying Landscaping Plan Requirements and Amending Dumpster Enclosure Requirements.**

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

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

Discussion:

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

1. Section 165.05 Permit Requirements.
 - A. Clarifies the timing of when construction site plans can be approved.
 - B. Clarifies that construction standards are established by resolution of the City Council.
 - C. Adds surface water drainage language.

2. Table 168.06 Use Matrix
 - A. Adds Building Trades and Services to the C-2-A, C-2-B, C-3, I-1 and I-P Districts.
 - B. Adds Live Performance Venue to the I-P District.
 - C. Removes Medical/Dental Office and adds Office to the I-1 District.

3. Section 168.07 Uses Defined and Use Standards.
 - A. Defines Building Trades and Services and creates use standards.
 - B. Minor correction to Single-Unit Residence Dwelling Use Standards.

4. Chapter 169.02 Landscaping Standards.

- A. Removes the berming requirement. We have recently found that one utility provider would not allowing any berming within the utility easement, which is typically at the edge of the public right-of-way and coincides with the currently required landscaping berming.
- B. Clarifies that credit may be given for trees in parking lot landscape, trees within parking lot islands adjacent to parking lot landscaping areas and on-site trees. Requiring trees for each of these areas independently is excessive.

5. Chapter 169.03 Dumpster, Recycling and Trash Compacter Enclosures.

Staff realized that sites were required to have enclosures, but the Ordinance did not go far enough to require that dumpsters, trash compactors and/or other such solid waste containers be required to be always stored in the enclosure. Staff took the opportunity to rewrite the chapter. The Ordinance would allow the performance standards to apply retroactively to June 27, 2000, which was the adoption of a repeal and replace of the Zoning Ordinance. Trash enclosures regulations similar to current regulations were found in the adopted Ordinance.

6. Section 180.06 Building Permit and Certificates of Occupancy and Section 180.12 General Requirements.

- A. This amendment is similar to Section 165.05 by clarifying when building permits be approved and certificates of occupancy be issued.
- B. Clarifies that construction standards are established by resolution of the City Council.

Public Input:

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

Staff Recommendation:

Finding:

- 1. The proposed Ordinance would revise oversights and provide greater clarification to the recently adopted Zoning Ordinance amendment.

Recommendation:

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

Suggested Motion:

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTERS 165, 168, 169 AND 180 OF THE NORTH LIBERTY CODE OF ORDINANCES REGARDING THE CONSTRUCTION PLAN APPROVAL PROCESS AND STANDARDS, SURFACE AND SUBSURFACE DRAINAGE REQUIREMENTS, RESTORING BUILDING TRADES AND SERVICES TO USE MATRIX AND ADDING AND RELOCATING CERTAIN USES WITHIN THE USE MATRIX, CLARIFYING LANDSCAPING PLAN REQUIREMENTS AND AMENDING DUMPSTER ENCLOSURE REQUIREMENTS

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

SECTION 1. AMENDMENT OF ORDINANCE. Paragraph 3 of Chapter 165.05 of the North Liberty Code of Ordinances, entitled Permit Requirements, is amended to read as follows:

3. Construction Site Plans Review. The construction site plan review process ensures consistency with the approved preliminary site plan, ~~and~~ all applicable municipal regulations, and adopted construction standards.
 - A. Authority. The Code Official reviews and issues final approval of construction site plans. When a subdivision plat is required by any provision of this Code of Ordinances, and such plat creates the need for extension of streets, utilities or any other new public improvements, no construction plan approval shall be issued for any lot, parcel or tract within the proposed development until a final plat is approved and recorded.
 - B. Required Construction Site Plan Review. Construction site plan approval is required for any development requiring preliminary site plan approval, and development of any utility (sub)stations.
 - C. Construction Site Plan Submittal Requirements. All applications for construction site plan review shall include the following:
 - (1) The completed application form.
 - (2) A scaled and dimensioned site plan drawn to a scale not less than one inch to one hundred feet, prepared by a licensed engineer, landscape architect and/or architect. The site plan shall include the following:
 - (a) Date, north arrow and graphic scale.
 - (b) The property owner's name and description of proposed development.
 - (c) A vicinity sketch showing the location of the property and other properties within 1,000 feet of it.
 - (d) Property boundary lines, dimensions, and total area.
 - (e) Contour lines at intervals of not more than five feet, City datum. If substantial topographic change is proposed, the existing

topography shall be illustrated on a separate map and the proposed finished topography shown on the site plan.

- (f) The location of existing streets, sidewalks, easements, utilities, drainage courses.
- (g) The total square feet of building floor area, both individually and collectively.
- (h) Total number of dwelling units and the density of the development.
- (i) All structures and major features shall be fully dimensioned including distance between structures, distance between driveways, parking areas, property lines and building height.
- (j) Off-street parking areas, ingress and egress to the property, number of parking spaces proposed, number of parking spaces required by this code and type of surfacing.
- (k) Pedestrian walkways with special consideration given to pedestrian safety.
- (l) Recreation and open spaces, with special consideration given to the location, size and development of the areas in regard to adequacy, effect on privacy of adjacent living areas, and relationship to community wide open spaces and recreation facilities.
- (m) Walls, fences or other artificial features.
- (n) Trash and refuse enclosures.
- (o) Documentation demonstrating compliance with Chapter 155, entitled Construction Site Erosion and Sediment Control.
- (p) Documentation demonstrating compliance with Chapter 156, entitled Post-Construction Storm Water Runoff Control.
- (q) A lighting plan depicting the location, height, and type of lighting fixtures on the site and proposed buildings and a photometric plan depicting the lighting fixture locations and illumination levels.
- (r) The location, type and size of all plants, shrubs, trees, and ground cover.

- D. Extension of public utilities. The petitioner may, as ~~part~~ condition of the construction site plan approval, be required to install public utilities, including (but not limited to) water lines, storm sewer, sanitary sewer, street paving, fire hydrants, and such other utilities as applicable to properly serve the proposed development. Where required as ~~part~~ condition of a construction site plan approval, utilities shall be constructed in accordance with ~~City~~ construction standards as ~~referred to in the subdivisions ordinance established by resolution of the City Council~~ for those portions within the public right-of-way and to be dedicated to the City, and may be required to be constructed to the same specifications for those undedicated portions where said utilities may have a direct effect on the future safety, proper functioning, and maintenance of those portions to be dedicated.

E. Surface water drainage management. The petitioner may, as a condition of construction site plan approval, be required to perform such work as may be necessary to ensure the proper drainage of surface water over and across the property, in accordance with construction standards established by resolution of the City Council.

E.F. Modifications. The development shall be substantially in conformance with the approved construction site plan. Amended construction site plans shall be submitted to the Code Official for determination if the amendment can be approved administratively or if the amendment requires review by the Planning Commission and approval by City Council in accordance with Section 165.05(2)(E).

F.G Once a site plan is approved, the petitioner has eighteen (18) months to commence the development of the property consistent with the approved site plan and any related conditions and agreements. The development of the property shall be substantially completed within thirty-six (36) months from the date of City approval of the site plan. In the event that the petitioner fails to either commence or complete the development of the property within these timeframes, authorization to proceed with the development shall cease, and the petitioner shall be required to seek reauthorization and approval of the construction site plan. The petitioner may, however, request an extension of time from the City. If an extension is granted, it may be conditioned upon updating any security posted by the petitioner or requiring the petitioner to provide security to reflect cost increases and extended completion date.

SECTION 2. AMENDMENT OF ORDINANCE. Table 168.06 of Chapter 168.06 of the North Liberty Code of Ordinances, entitled Use Matrix, is amended to read as follows:

Table 168:06: Use Matrix															
See Section 168.07 for Use Definitions and Use Standards															
Use	ID	RS	RD	RM	R-MH	C-1-A	C-1-B	C-2-A	C-2-B	C-3	OR/P	I-1	I-2	I-P	P
1. Adult Entertainment													<u>C</u>		
2. Agricultural Experience	<u>C</u>														
3. Agriculture	P														
4. Amusement Facility – Indoor						<u>C</u>	P	P	P	P					
5. Amusement Facility – Outdoor										<u>C</u>					
6. Animal Care Facility						P	P	P	P			P			
7. Animal Shelter												<u>C</u>			<u>C</u>
8. Art Gallery						P	P	P	P	P					
9. Arts and Fitness Studio						P	P	P	P	P					
10. Bar						P	P	P	P	P		P		P	
11. Bed and Breakfast Home		<u>C</u>													
12. Body Art Establishment								P	P						
13. Brewery-Micro						P	P	P	P	P				P	
14. Broadcasting Studio								P	P	P				P	P
15. Building Trades and Services								P	P	P		P		P	
15.16. Car Wash								P	P						
16.17. Child Care Center						P	P	P	P	P	P			P	P
17.18. Child Care Home		P			P										
18.19. Child Development Home		P													
19.20. Community Center						P	P	P	P	P				P	P
20.21. Community Pantry	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>		<u>C</u>	P	P	P						
21.22. Cultural Facility						P	P	P	P	P					P
22.23. Distillery, Micro						P	P	P	P	P				P	
23.24. Drive-Through Facility						<u>C</u>	P	P	P	P	P			P	

Table 168:06: Use Matrix
See Section 168.07 for Use Definitions and Use Standards

Use	ID	RS	RD	RM	R-MH	C-1-A	C-1-B	C-2-A	C-2-B	C-3	OR/P	I-1	I-2	I-P	P
<u>24.25. Dwelling – Manufactured Home</u>					P										
<u>25.26. Dwelling – Mixed Use</u>						P	P	P	P	P					
<u>26.27. Dwelling – Multiple-Unit</u>				P						P					
<u>27.28. Dwelling – Single-Unit</u>	P	P													
<u>28.29. Dwelling – Single-Unit Zero Lot Line</u>			P												
<u>29.30. Dwelling – Townhouse</u>				P											
<u>30.31. Dwelling – Two Unit</u>			P	P											
<u>31.32. Educational Facility – Primary</u>	P	P	P	P		P	P	P	P	P					P
<u>32.33. Educational Facility – Secondary</u>	P	P	P	P		P	P	P	P	P					P
<u>33.34. Educational Facility – University or College</u>											P			P	P
<u>34.35. Educational Facility – Vocational</u>						C	P	P	P	P		P		P	
<u>35.36. Financial Institution</u>						P	P	P	P	P				P	
<u>36.37. Fireworks, Retail Sales of</u>												P			
<u>37.38. Food Bank</u>												P			
<u>38.39. Fueling Station</u>							P	P	P			P		P	
<u>39.40. _____ Fulfillment Center, Micro</u>								C	C	C		P			
<u>40.41. Funeral Home</u>								P	P						
<u>41.42. Golf Course/Driving Range</u>							P								P
<u>42.43. Greenhouse/Nursery – Retail</u>												P			
<u>43.44. _____ Group Home</u>	P	P	P		P										
<u>44.45. _____ Healthcare Institution</u>										P				P	P

Table 168:06: Use Matrix
See Section 168.07 for Use Definitions and Use Standards

Use	ID	RS	RD	RM	R-MH	C-1-A	C-1-B	C-2-A	C-2-B	C-3	OR/P	I-1	I-2	I-P	P
<u>45-46. Heavy Rental and Service Establishment</u>												P			
<u>46-47. Heavy Retail Establishment</u>										P		P			
<u>47-48. Hotel</u>						C	P	P	P	P	P			P	
<u>48-49. Industrial - General</u>												P	P		
<u>49-50. Industrial - Light</u>												P	P	P	
<u>50-51. Industrial Design</u>							P	P	P	P		P		P	
<u>51-52. Live Performance Venue</u>						P	P	P	P	P				P	
<u>52-53. Manufactured Home Park</u>					P										
<u>53-54. Medical/Dental Office</u>						P	P	P	P	P		P			
<u>54-55. Office</u>						P	P	P	P	P	P	P		P	P
<u>55-56. Outdoor Seating</u>						P	P	P	P	P				P	P
<u>56-57. Park, Private</u>	P	P	P	P	P	P	P	P	P	P	P			P	
<u>57-58. Park, Public</u>															P
<u>58-59. Parking Lot (Principal Use)</u>						C	P	P	P	P		P		P	P
<u>59-60. Parking Structure (Principal Use)</u>						C	P	P	P	P		P		P	P
<u>60-61. Personal Services Establishment</u>						P	P	P	P	P					
<u>61-62. Place of Worship</u>	P	P	P	P		P	P	P	P	P					
<u>62-63. Private Club</u>						P	P	P	P	P					
<u>63-64. Public Safety Facility</u>															P
<u>64-65. Public Works Facility</u>															P
<u>65-66. Research and Development</u>											P	P		P	
<u>66-67. Residential Care Facility</u>				P			P	P	P	P					
<u>67-68. Restaurant</u>						P	P	P	P	P		P		P	P
<u>68-69. Retail Good Establishment</u>						P	P	P	P	P		P		P	

Table 168:06: Use Matrix
See Section 168.07 for Use Definitions and Use Standards

Use	ID	RS	RD	RM	R-MH	C-1-A	C-1-B	C-2-A	C-2-B	C-3	OR/P	I-1	I-2	I-P	P
<u>69:70. Salvage Yard</u>													<u>C</u>		
<u>70:71. Self-Storage – Enclosed</u>								P	P	P		P			
<u>71:72. Self-Storage – Outdoor</u>								<u>C</u>	<u>C</u>	<u>C</u>		P			
<u>72:73. Specialty Food Service</u>						P	P	P	P	P		P		P	
<u>73:74. Storage – Outdoor (Principal Use)</u>												<u>C</u>	P		
<u>74:75. Truck Stop</u>												<u>C</u>	P		
<u>75:76. Utility (Sub)Stations</u>	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
<u>76:77. Vehicle Dealership, New and Used</u>								P	P	P					
<u>77:78. Vehicle Dealership, Used</u>								<u>C</u>	<u>C</u>						
<u>78:79. Vehicle Operations Facility</u>												P			P
<u>79:80. Vehicle Rental</u>												P			
<u>80:81. Vehicle Repair – Major</u>								<u>C</u>	<u>C</u>			P			
<u>81:82. Vehicle Repair – Minor</u>								P	P			P			
<u>82:83. Warehouse</u>												P			
<u>83:84. Wholesale Establishment</u>												P			
<u>84:85. Winery, Micro</u>						P	P	P	P	P				P	

SECTION 3. RENUMBERING OF ORDINANCE. Paragraphs 15 through 84 of Chapter 168.07 of the North Liberty Code of Ordinances, entitled Uses Defined and Use Standards, are renumbered as Paragraphs 16 through 85.

SECTION 4. AMENDMENT OF ORDINANCE. Chapter 168.07 of the North Liberty Code of Ordinances, entitled Uses Defined and Use Standards, is amended to insert the following new Paragraph 15 before renumbered Paragraph 16.

15. Building Trades and Services

A. Defined. Building Trades and Services means an establishment that undertakes activities related to building construction projects, as well as those that provide repair and maintenance services to buildings, including building systems, home appliances, and the like. These specialized trade contractors may work on subcontract from a general contractor, performing only part of the work covered by the general contract, or they may work directly for the owner of the building or project. Building and Trade Services uses primarily perform their work at the site of the structure being constructed or serviced, although they also may have shops where they perform work incidental to the job site. Examples of building trades and services include electrical, plumbing, heating, and air conditioning contractors, painting, masons, stone and tile setters, glass and glazing services.

B. Use Standards.

- (1) Building area shall be limited to 7,500 square feet in the C-2-A, C-2-B and C-3 Districts.
- (2) Vehicles such as cars, vans and pickup trucks shall be permitted in designated parking spaces in any location. Box trucks, and other similar vehicles, along with trailers which may be pulled by permitted vehicles, shall also be permitted in designated parking spaces, but shall not be located within a front or corner side yard. Smaller equipment such as skid loaders, forklifts, etc. may be permitted, provided they are stored indoors or inside enclosed trailers. Heavy vehicles and equipment such as tractor trailers, semi-trucks, construction equipment, and other large specialty vehicles as determined by Code Official shall be prohibited.
- (3) Outdoor storage shall only be permitted in the I-1 District.
 - (a) Outdoor storage or display areas shall be screened with landscaping consisting of shade trees and evergreen trees and shrubs. Such landscaped area shall be of sufficient width and density to provide an effective and aesthetically pleasing screen with trees and shrubs not less than five feet in height when planted. In lieu of planting strips, a six-foot tall solid vertical fence or masonry, heavy wood construction, or other similar material approved by the Code Official may be used as a screen.
 - (b) Outdoor storage or display shall be allowed only on hard-surface areas paved to parking lot specifications with asphalt or concrete.
- (4) See Section 169.05(B) for outdoor storage areas as an accessory use.

SECTION 5. AMENDMENT OF ORDINANCE. Paragraph 28 of Chapter 168.07 of the North Liberty Code of Ordinances, entitled Uses Defined and Use Standards, is amended to read as follows:

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

- (9) Front-facing garages shall not exceed 16' or 60% the width of the front building line, whichever is greater. Garage width is measured between the edges of the garage door; in the case of garages designed with multiple garage doors, the distance is measured between the edges of the outermost doors.

SECTION 6. AMENDMENT OF ORDINANCE. Chapter 169.02 of the North Liberty Code of Ordinances, entitled Landscaping Requirements, is amended to read as follows:

169.02 LANDSCAPE REQUIREMENTS.

1. Landscape Plan Required. A landscaping plan is required for development within the multi-unit residence, residential manufactured home park commercial, industrial and public districts and for non-residential development in residential and interim development districts.
2. Selection, Installation and Maintenance.
 - A. Selection.
 - (1) All plant materials must be of good quality and meet American Horticulture Industry Association (AmericanHort) or its ANSI accredited successor's standards for minimum acceptable form, quality, and size for species selected.
 - (2) All species must be capable to withstand the seasonal temperature variations of USDA Hardiness Zone 5b (the plant zone for North Liberty). A hardiness zone is a geographically defined area in which a specific category of plant life is capable of growing, as defined by climatic conditions, including its ability to withstand the minimum temperatures of the zone.
 - (3) The use of species native or naturalized is required. Drought tolerant species are encouraged.
 - (4) Invasive species are prohibited.
 - B. Installation.
 - (1) All landscape materials must be installed in accordance with current nursery industry standards, and must be properly supported to ensure survival. Support devices such as guy wires or stakes must not interfere with pedestrian or vehicular movement.
 - (2) If landscape material is located within a utility easement and repair or replacement of the utility is needed, the City or utility is not responsible for the replacement of any landscape that may be damaged.
 - (3) All plant materials must be free of disease and installed so that soil of sufficient volume, composition, and nutrient balance are available to sustain healthy growth.

- (4) Landscaping materials shall be planted as each phase of a site is developed.
 - (5) If weather prohibits the installation of landscape materials, a security bond for 125% in favor of the City of the estimated amount of landscape materials and installation cost. The cost of landscape materials and installation must be determined by a landscape architect or other landscape business professional.
 - C. Maintenance.
 - (1) Landscape materials depicted on approved landscape plans are considered a required site element. As such, the owner of record or the business or homeowner's association is responsible for the maintenance, repair, and replacement of all landscape materials and elements
3. Minimum Planting Sizes. Minimum planting sizes are as follows. For the purposes of determining trunk size, the diameter/caliper is measured at six inches above ground level, unless otherwise specified in current ANSI accredited Horticultural Standards.
 - A. Evergreen trees must have a minimum height of six feet.
 - B. Shade trees must have a minimum clear trunk height of four feet above the ground with a two-inch caliper.
 - C. Single stem ornamental trees must have a minimum trunk size of two inches in caliper. Multiple stem ornamental trees must have a minimum height of eight feet.
 - D. Evergreen or deciduous shrubs must have a minimum height of 18 inches.
4. Berming. If berms are included on a landscape plan, they must comply with the following:
 - A. Berms must be stabilized to prevent erosion.
 - B. Berms must be a minimum of two feet in height.
 - C. Berms of two feet in height and up to six feet in height are limited to a maximum slope of 3:1, as measured from the lot line.
 - D. Berms of six feet in height or more are limited to a maximum slope of 4:1, as measured from the lot line.
 - E. Berms must undulate by height and/or width for visual interest.
5. Parking Lot Landscape. A perimeter landscape area is required for all parking lots adjacent to streets and public spaces such as a plaza, public seating area, or park. The landscape treatment must run the full length of the parking lot perimeter and must be located between the lot line and the edge of the parking lot, with the exception of pedestrian walkways. The landscaped area must be improved as follows:
 - ~~A. Berming shall be installed between the parking lot and a street and/or public space.~~

~~B.A.~~ Shrubs must be planted and spaced sufficiently to form a continuous linear hedgerow at plant maturity.

~~C.B.~~ A minimum of one shade tree must be provided for every 50 linear feet of perimeter landscape yard. Two ornamental trees may be substituted for one shade tree and must be spaced one ornamental tree every 25 feet. Trees may be spaced linearly on-center, or grouped to complement an overall design concept.

C. Trees within parking lot islands adjacent to parking lot landscaping areas may be included in the calculation for minimum number of required trees.

6. Parking Lot Interior Landscape. All parking lots consisting of 15 or more spaces require interior parking lot landscape as described in this section.

A. All rows of parking stalls must terminate in a parking lot island or landscape area.

B. Where more than 15 parking stalls are provided in a row, one parking lot island must be provided between every 15 parking spaces. As part of the landscape plan approval, parking lot island locations may be varied based on specific site requirements or design scheme, but the total number of islands must be no less than the amount required of one island for every 15 spaces.

C. Parking lot islands must be at least the same dimension as the parking stall. Double rows of parking must provide parking lot islands that are the same dimension as the double row.

D. A minimum of one shade tree must be provided in every parking lot island or landscape area. If a parking lot island extends the width of a double row, then two shade trees are required.

7. On-Site Trees. In addition to trees in required ~~perimeter areas~~buffer yards, on-site shade trees must be installed as follows:

A. Multi-Unit Residence District. One tree for each 750 square feet of building footprint.

B. Residential Manufactured Home Park District. One tree for every four acres.

C. Commercial, Industrial and Public Districts. One tree for every 2,000 square feet of building footprint.

D. Trees within parking lot landscape and parking lot islands adjacent to parking lot landscape may be included in the calculation for minimum number of required trees.

8. Buffer Yards.

A. Buffer yards are required for new construction along interior side and rear yards in the following cases:

1. Where the lot line of a multi-unit residence development is adjacent to the lot line of a single-unit residence or two-family residence district.

2. Where a non-residential use is located within a residential or interim development district.
 3. Where the lot line of a non-residential district is adjacent to the lot line of a residential district. This does not include private or public parks.
- B. The required design for buffer yards is as follows:
1. A buffer yard must be a minimum of 10 feet in width.
 2. One shade or evergreen tree must be planted for every 30 linear feet of buffer yard length. As part of the landscape plan approval, trees may be spaced at various intervals based on specific site requirements, but the total number of trees planted must be no less than one per 30 linear feet of buffer yard length.
 3. Existing trees in the buffer yard may count toward the buffer yard tree requirement. This credit is a 1:1 ratio (one existing tree for one proposed tree) regardless of the size of the existing tree.
 4. Evergreen shrubs must be planted and spaced sufficiently to form a continuous linear hedgerow at plant maturity. As part of the landscape plan approval, shrubs may be spaced at various intervals based on specific site requirements, but the total number of shrubs planted must be no less than one per three linear feet of buffer yard length.
 5. A fence may be required at the discretion of City staff.
8. Site Landscape. Areas of any lot that are not covered by structures or pavement must be planted with live landscaping. Stone, mulch, or other permeable landscape materials may be used to satisfy this requirement, but must not cover more than 40% of such area and must be designed so such materials are placed so that they are no higher than the height of the curb to prevent spill.

SECTION 7. AMENDMENT OF ORDINANCE. Chapter 169.03 of the North Liberty Code of Ordinances, entitled Trash and Recycling Enclosures, amended to read as follows:

169.03 TRASH DUMPSTER, AND RECYCLING AND TRASH COMPACTOR ENCLOSURES.

~~Trash Dumpster and recycling enclosures are required for commercial, industrial, and multi-family zoned areas except that side-by-side, or townhouse style multi-family developments may be approved for curb-side individual pickup by Council resolution upon recommendation by the Code Official that the developer or owner has demonstrated the following: in multi-unit residence (except for townhouse developments), commercial, industrial and public districts and for non-residential development in residential and interim development districts.~~

1. Performance Standards.

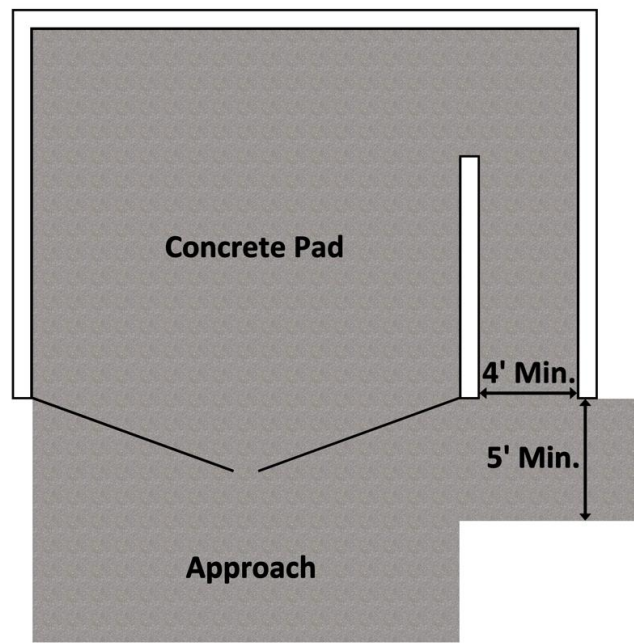
A. Dumpsters, trash compactors and/or other such solid waste containers shall be stored in the enclosure at all times.

- B. Enclosures, gates, doors, etc. shall be kept in good working condition at all times.
- C. The area within and around the enclosure shall be kept in a clean condition at all times.
- D. Gates shall remain closed at all times except when the dumpster, trash compactor and/or other such solid waste container is being serviced.

2. Design Standards.

- A. Enclosures shall not be located in the required front or corner side yard area and should be located out of public view to the greatest degree possible.
- B. Access to the enclosure shall remain unobstructed with a clear approach.
- C. The area within the enclosure and apron shall be improved with a hard surfaced, all-weather dustless material.
- D. Enclosure shall be a minimum of six feet in height but must be of sufficient height to effectively screen the view of dumpsters, trash compactors and/or other such solid waste containers.
- E. Enclosures shall be constructed of split faced block, decorative stone or brick to match the principle building to the maximum extent possible.
- F. For multiple-unit residence developments utilizing a dumpster, there shall be an accessible pedestrian entrance. See figure 169.03-A.
- G. Gates shall not open onto sidewalks, parking spaces or a right-of-way.
- H. The exterior face of gates shall be metal or wood. Non-solid gates shall be a minimum 90% opaque. Gate supports shall be metal with the appropriate diameter to support the gate(s). Hardware must be of sufficient strength to accommodate repetitive swinging.

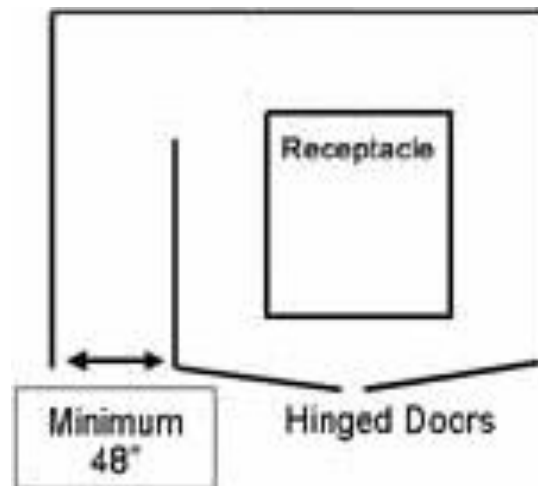
Figure 169.03



1. Adequate maneuverability for garbage truck access; and
2. Practical and adequate frontage for each dwelling unit so that placement of garbage and recycle materials does not impede pedestrians or drivers on public or private sidewalks, driveways, or streets.

If curb-side pickup is approved, the developer shall provide a recorded document releasing the City from any and all damage or injury liability arising from garbage collection activities, and notifying future owners of that release. Enclosures shall not be located in the required front or corner side yard area and should be located out of public view to the greatest degree possible. Openings shall be oriented so that gates do not open toward public streets whenever practical. Enclosures shall be constructed of decorative block or brick to match the principle building to the maximum extent possible, to minimize its visual impact. Gates shall be constructed with commercial-grade hinges, pulls, and hasps, and gate supports shall be metal with an appropriate diameter to support the gates. The gates themselves shall be constructed to present a decorative solid façade. Class 2B fused and bonded vinyl-coated-gauge chain link fence panels with minimum 9-gauge core, with 2" mesh, and winged type slats installed to obtain a Privacy factor of 90% or greater may be used as a substitute for a solid façade. Protective bollards should be provided. See Figure 169.03 for access requirements for multi-family uses:

Figure 169.03



SECTION 8. AMENDMENT OF ORDINANCE. Chapter 180.06 of the North Liberty Code of Ordinances is amended to read as follows:

180.06 BUILDING PERMITS ~~AND CERTIFICATES OF OCCUPANCY~~ RESTRICTED.

1. When a plat is required by provisions of this ~~Code of ordinance~~Ordinances, the City shall not issue any building permit for construction on any lot, parcel, or tract until a plat is approved and recorded.
2. ~~When construction of public improvements is required by the provisions of this Code of Ordinances, the City shall not issue any certificate of occupancy for any structure on any lot, parcel or tract until the public improvements for the plat on which such lot, parcel or tract is located are accepted by the City. Notwithstanding the above, a certificate of occupancy may be issued for structures where sidewalks and erosion control improvements have not yet been accepted, provided that the obligation to install sidewalks and erosion control improvements remains a lien upon the upon the property where the structure is situated until installed and accepted.~~

SECTION 9. AMENDMENT OF ORDINANCE. Paragraph 1(B) of Chapter 180.12 of the North Liberty Code of Ordinances, entitled General Requirements, is amended to read as follows:

- B. The subdivider of property shall be responsible for constructing all ~~public~~ improvements associated with the proposed subdivision according to ~~construction and~~ design standards established by ~~resolution of~~ the City Council, ~~except for special circumstances such as oversizing facilities, as determined by the City.~~

SECTION 10. REPEALER. All Ordinances and parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 11. 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 12. 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 13. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law, except for that portion of Section 8, which amends Chapter 169.03, new Paragraph 1, entitled Performance Standards, takes effect upon enactment and applies retroactively to June 27, 2000.

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 foregoing was published as Ordinance No. _____ in the Cedar Rapids Gazette on the ____ day of _____, 2022.

TRACEY MULCAHEY, CITY CLERK

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTERS 165, 168, 169 AND 180 OF THE NORTH LIBERTY CODE OF ORDINANCES REGARDING THE CONSTRUCTION PLAN APPROVAL PROCESS AND STANDARDS, SURFACE AND SUBSURFACE DRAINAGE REQUIREMENTS, RESTORING BUILDING TRADES AND SERVICES TO USE MATRIX AND ADDING AND RELOCATING CERTAIN USES WITHIN THE USE MATRIX, CLARIFYING LANDSCAPING PLAN REQUIREMENTS AND AMENDING DUMPSTER ENCLOSURE REQUIREMENTS

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

SECTION 1. AMENDMENT OF ORDINANCE. Paragraph 3 of Chapter 165.05 of the North Liberty Code of Ordinances, entitled Permit Requirements, is amended to read as follows:

3. Construction Site Plans Review. The construction site plan review process ensures consistency with the approved preliminary site plan, all applicable municipal regulations, and adopted construction standards.
 - A. Authority. The Code Official reviews and issues final approval of construction site plans. When a subdivision plat is required by any provision of this Code of Ordinances, and such plat creates the need for extension of streets, utilities or any other new public improvements, no construction plan approval shall be issued for any lot, parcel or tract within the proposed development until a final plat is approved and recorded.
 - B. Required Construction Site Plan Review. Construction site plan approval is required for any development requiring preliminary site plan approval, and development of any utility (sub)stations.
 - C. Construction Site Plan Submittal Requirements. All applications for construction site plan review shall include the following:
 - (1) The completed application form.
 - (2) A scaled and dimensioned site plan drawn to a scale not less than one inch to one hundred feet, prepared by a licensed engineer, landscape architect and/or architect. The site plan shall include the following:
 - (a) Date, north arrow and graphic scale.
 - (b) The property owner's name and description of proposed development.
 - (c) A vicinity sketch showing the location of the property and other properties within 1,000 feet of it.
 - (d) Property boundary lines, dimensions, and total area.
 - (e) Contour lines at intervals of not more than five feet, City datum. If substantial topographic change is proposed, the existing

topography shall be illustrated on a separate map and the proposed finished topography shown on the site plan.

- (f) The location of existing streets, sidewalks, easements, utilities, drainage courses.
- (g) The total square feet of building floor area, both individually and collectively.
- (h) Total number of dwelling units and the density of the development.
- (i) All structures and major features shall be fully dimensioned including distance between structures, distance between driveways, parking areas, property lines and building height.
- (j) Off-street parking areas, ingress and egress to the property, number of parking spaces proposed, number of parking spaces required by this code and type of surfacing.
- (k) Pedestrian walkways with special consideration given to pedestrian safety.
- (l) Recreation and open spaces, with special consideration given to the location, size and development of the areas in regard to adequacy, effect on privacy of adjacent living areas, and relationship to community wide open spaces and recreation facilities.
- (m) Walls, fences or other artificial features.
- (n) Trash and refuse enclosures.
- (o) Documentation demonstrating compliance with Chapter 155, entitled Construction Site Erosion and Sediment Control.
- (p) Documentation demonstrating compliance with Chapter 156, entitled Post-Construction Storm Water Runoff Control.
- (q) A lighting plan depicting the location, height, and type of lighting fixtures on the site and proposed buildings and a photometric plan depicting the lighting fixture locations and illumination levels.
- (r) The location, type and size of all plants, shrubs, trees, and ground cover.

- D. Extension of public utilities. The petitioner may, as a condition of the construction site plan approval, be required to install public utilities, including (but not limited to) water lines, storm sewer, sanitary sewer, street paving, fire hydrants, and such other utilities as applicable to properly serve the proposed development. Where required as a condition of a construction site plan approval, utilities shall be constructed in accordance with construction standards as established by resolution of the City Council for those portions within the public right-of-way and to be dedicated to the City, and may be required to be constructed to the same specifications for those undedicated portions where said utilities may have a direct effect on the future safety, proper functioning, and maintenance of those portions to be dedicated.

- E. Surface water drainage management. The petitioner may, as a condition of construction site plan approval, be required to perform such work as may be necessary to ensure the proper drainage of surface water over and across the property, in accordance with construction standards established by resolution of the City Council.
- F. Modifications. The development shall be substantially in conformance with the approved construction site plan. Amended construction site plans shall be submitted to the Code Official for determination if the amendment can be approved administratively or if the amendment requires review by the Planning Commission and approval by City Council in accordance with Section 165.05(2)(E).
- G. Once a site plan is approved, the petitioner has eighteen (18) months to commence the development of the property consistent with the approved site plan and any related conditions and agreements. The development of the property shall be substantially completed within thirty-six (36) months from the date of City approval of the site plan. In the event that the petitioner fails to either commence or complete the development of the property within these timeframes, authorization to proceed with the development shall cease, and the petitioner shall be required to seek reauthorization and approval of the construction site plan. The petitioner may, however, request an extension of time from the City. If an extension is granted, it may be conditioned upon updating any security posted by the petitioner or requiring the petitioner to provide security to reflect cost increases and extended completion date.

SECTION 2. AMENDMENT OF ORDINANCE. Table 168.06 of Chapter 168.06 of the North Liberty Code of Ordinances, entitled Use Matrix, is amended to read as follows:

Table 168:06: Use Matrix															
See Section 168.07 for Use Definitions and Use Standards															
Use	ID	RS	RD	RM	R-MH	C-1-A	C-1-B	C-2-A	C-2-B	C-3	OR/P	I-1	I-2	I-P	P
1. Adult Entertainment													<u>C</u>		
2. Agricultural Experience	<u>C</u>														
3. Agriculture	<u>P</u>														
4. Amusement Facility – Indoor						<u>C</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>					
5. Amusement Facility – Outdoor										<u>C</u>					
6. Animal Care Facility						<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>			<u>P</u>			
7. Animal Shelter												<u>C</u>			<u>C</u>
8. Art Gallery						<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>					
9. Arts and Fitness Studio						<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>					
10. Bar						<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>		<u>P</u>		<u>P</u>	
11. Bed and Breakfast Home		<u>C</u>													
12. Body Art Establishment								<u>P</u>	<u>P</u>						
13. Brewery-Micro						<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>				<u>P</u>	
14. Broadcasting Studio								<u>P</u>	<u>P</u>	<u>P</u>				<u>P</u>	<u>P</u>
15. Building Trades and Services								<u>P</u>	<u>P</u>	<u>P</u>		<u>P</u>		<u>P</u>	
16. Car Wash								<u>P</u>	<u>P</u>						
17. Child Care Center						<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>			<u>P</u>	<u>P</u>
18. Child Care Home		<u>P</u>			<u>P</u>										
19. Child Development Home		<u>P</u>													
20. Community Center						<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>				<u>P</u>	<u>P</u>
21. Community Pantry	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>		<u>C</u>	<u>P</u>	<u>P</u>	<u>P</u>						
22. Cultural Facility						<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>					<u>P</u>
23. Distillery, Micro						<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>				<u>P</u>	
24. Drive-Through Facility						<u>C</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>			<u>P</u>	

Table 168:06: Use Matrix
See Section 168.07 for Use Definitions and Use Standards

Use	ID	RS	RD	RM	R-MH	C-1-A	C-1-B	C-2-A	C-2-B	C-3	OR/P	I-1	I-2	I-P	P
25. Dwelling – Manufactured Home					P										
26. Dwelling – Mixed Use						P	P	P	P	P					
27. Dwelling – Multiple-Unit				P						P					
28. Dwelling – Single-Unit	P	P													
29. Dwelling – Single-Unit Zero Lot Line			P												
30. Dwelling – Townhouse				P											
31. Dwelling – Two Unit			P	P											
32. Educational Facility – Primary	P	P	P	P		P	P	P	P	P					P
33. Educational Facility – Secondary	P	P	P	P		P	P	P	P	P					P
34. Educational Facility – University or College											P			P	P
35. Educational Facility – Vocational						C	P	P	P	P		P		P	
36. Financial Institution						P	P	P	P	P				P	
37. Fireworks, Retail Sales of												P			
38. Food Bank												P			
39. Fueling Station							P	P	P			P		P	
40. Fulfillment Center, Micro								C	C	C		P			
41. Funeral Home								P	P						
42. Golf Course/Driving Range							P								P
43. Greenhouse/Nursery - Retail												P			
44. Group Home	P	P	P		P										
45. Healthcare Institution										P				P	P
46. Heavy Rental and Service Establishment												P			
47. Heavy Retail Establishment										P		P			
48. Hotel						C	P	P	P	P	P			P	

Table 168:06: Use Matrix
See Section 168.07 for Use Definitions and Use Standards

Use	ID	RS	RD	RM	R-MH	C-1-A	C-1-B	C-2-A	C-2-B	C-3	OR/P	I-1	I-2	I-P	P
49. Industrial - General												P	P		
50. Industrial - Light												P	P	P	
51. Industrial Design							P	P	P	P		P		P	
52. Live Performance Venue						P	P	P	P	P				P	
53. Manufactured Home Park					P										
54. Medical/Dental Office						P	P	P	P	P					
55. Office						P	P	P	P	P	P	P		P	P
56. Outdoor Seating						P	P	P	P	P				P	P
57. Park, Private	P	P	P	P	P	P	P	P	P	P	P			P	
58. Park, Public															P
59. Parking Lot (Principal Use)						C	P	P	P	P		P		P	P
60. Parking Structure (Principal Use)						C	P	P	P	P		P		P	P
61. Personal Services Establishment						P	P	P	P	P					
62. Place of Worship	P	P	P	P		P	P	P	P	P					
63. Private Club						P	P	P	P	P					
64. Public Safety Facility															P
65. Public Works Facility															P
66. Research and Development											P	P		P	
67. Residential Care Facility				P			P	P	P	P					
68. Restaurant						P	P	P	P	P		P		P	P
69. Retail Good Establishment						P	P	P	P	P		P		P	
70. Salvage Yard													C		
71. Self-Storage - Enclosed								P	P	P		P			
72. Self-Storage - Outdoor								C	C	C		P			
73. Specialty Food Service						P	P	P	P	P		P		P	

Table 168:06: Use Matrix
See Section 168.07 for Use Definitions and Use Standards

Use	ID	RS	RD	RM	R-MH	C-1-A	C-1-B	C-2-A	C-2-B	C-3	OR/P	I-1	I-2	I-P	P
74. Storage – Outdoor (Principal Use)												C	P		
75. Truck Stop												C	P		
76. Utility (Sub)Stations	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
77. Vehicle Dealership, New and Used								P	P	P					
78. Vehicle Dealership, Used								C	C						
79. Vehicle Operations Facility												P			P
80. Vehicle Rental												P			
81. Vehicle Repair - Major								C	C			P			
82. Vehicle Repair - Minor								P	P			P			
83. Warehouse												P			
84. Wholesale Establishment												P			
85. Winery, Micro						P	P	P	P	P				P	

SECTION 3. RENUMBERING OF ORDINANCE. Paragraphs 15 through 84 of Chapter 168.07 of the North Liberty Code of Ordinances, entitled Uses Defined and Use Standards, are renumbered as Paragraphs 16 through 85.

SECTION 4. AMENDMENT OF ORDINANCE. Chapter 168.07 of the North Liberty Code of Ordinances, entitled Uses Defined and Use Standards, is amended to insert the following new Paragraph 15 before renumbered Paragraph 16.

15. Building Trades and Services
- A. Defined. Building Trades and Services means an establishment that undertakes activities related to building construction projects, as well as those that provide repair and maintenance services to buildings, including building systems, home appliances, and the like. These specialized trade contractors may work on subcontract from a general contractor, performing only part of the work covered by the general contract, or they may work directly for the owner of the building or project. Building and Trade Services uses primarily perform their work at the site of the structure being constructed or serviced, although they also may have shops where they perform work incidental to the job site. Examples of building trades and services include electrical, plumbing, heating, and air conditioning contractors, painting, masons, stone and tile setters, glass and glazing services.
- B. Use Standards.
- (1) Building area shall be limited to 7,500 square feet in the C-2-A, C-2-B and C-3 Districts.
 - (2) Vehicles such as cars, vans and pickup trucks shall be permitted in designated parking spaces in any location. Box trucks, and other similar vehicles, along with trailers which may be pulled by permitted vehicles, shall also be permitted in designated parking spaces, but shall not be located within a front or corner side yard. Smaller equipment such as skid loaders, forklifts, etc. may be permitted, provided they are stored indoors or inside enclosed trailers. Heavy vehicles and equipment such as tractor trailers, semi-trucks, construction equipment, and other large specialty vehicles as determined by Code Official shall be prohibited.
 - (3) Outdoor storage shall only be permitted in the I-1 District.
 - (a) Outdoor storage or display areas shall be screened with landscaping consisting of shade trees and evergreen trees and shrubs. Such landscaped area shall be of sufficient width and density to provide an effective and aesthetically pleasing screen with trees and shrubs not less than five feet in height when planted. In lieu of planting strips, a six-foot tall solid vertical fence or masonry, heavy wood construction, or other similar material approved by the Code Official may be used as a screen.
 - (b) Outdoor storage or display shall be allowed only on hard-surface areas paved to parking lot specifications with asphalt or concrete.
 - (4) See Section 169.05(B) for outdoor storage areas as an accessory use.

SECTION 5. AMENDMENT OF ORDINANCE. Paragraph 28 of Chapter 168.07 of the North Liberty Code of Ordinances, entitled Uses Defined and Use Standards, is amended to read as follows:

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

- (9) Front-facing garages shall not exceed 16' or 60% the width of the front building line, whichever is greater. Garage width is measured between the edges of the garage door; in the case of garages designed with multiple garage doors, the distance is measured between the edges of the outermost doors.

SECTION 6. AMENDMENT OF ORDINANCE. Chapter 169.02 of the North Liberty Code of Ordinances, entitled Landscaping Requirements, is amended to read as follows:

169.02 LANDSCAPE REQUIREMENTS.

1. Landscape Plan Required. A landscaping plan is required for development within the multi-unit residence, residential manufactured home park commercial, industrial and public districts and for non-residential development in residential and interim development districts.
2. Selection, Installation and Maintenance.
 - A. Selection.
 - (1) All plant materials must be of good quality and meet American Horticulture Industry Association (AmericanHort) or its ANSI accredited successor's standards for minimum acceptable form, quality, and size for species selected.
 - (2) All species must be capable to withstand the seasonal temperature variations of USDA Hardiness Zone 5b (the plant zone for North Liberty). A hardiness zone is a geographically defined area in which a specific category of plant life is capable of growing, as defined by climatic conditions, including its ability to withstand the minimum temperatures of the zone.
 - (3) The use of species native or naturalized is required. Drought tolerant species are encouraged.
 - (4) Invasive species are prohibited.
 - B. Installation.
 - (1) All landscape materials must be installed in accordance with current nursery industry standards, and must be properly supported to ensure survival. Support devices such as guy wires or stakes must not interfere with pedestrian or vehicular movement.
 - (2) If landscape material is located within a utility easement and repair or replacement of the utility is needed, the City or utility is not responsible for the replacement of any landscape that may be damaged.
 - (3) All plant materials must be free of disease and installed so that soil of sufficient volume, composition, and nutrient balance are available to sustain healthy growth.

- (4) Landscaping materials shall be planted as each phase of a site is developed.
 - (5) If weather prohibits the installation of landscape materials, a security bond for 125% in favor of the City of the estimated amount of landscape materials and installation cost. The cost of landscape materials and installation must be determined by a landscape architect or other landscape business professional.
 - C. Maintenance.
 - (1) Landscape materials depicted on approved landscape plans are considered a required site element. As such, the owner of record or the business or homeowner's association is responsible for the maintenance, repair, and replacement of all landscape materials and elements
3. Minimum Planting Sizes. Minimum planting sizes are as follows. For the purposes of determining trunk size, the diameter/caliper is measured at six inches above ground level, unless otherwise specified in current ANSI accredited Horticultural Standards.
 - A. Evergreen trees must have a minimum height of six feet.
 - B. Shade trees must have a minimum clear trunk height of four feet above the ground with a two-inch caliper.
 - C. Single stem ornamental trees must have a minimum trunk size of two inches in caliper. Multiple stem ornamental trees must have a minimum height of eight feet.
 - D. Evergreen or deciduous shrubs must have a minimum height of 18 inches.
4. Berming. If berms are included on a landscape plan, they must comply with the following:
 - A. Berms must be stabilized to prevent erosion.
 - B. Berms must be a minimum of two feet in height.
 - C. Berms of two feet in height and up to six feet in height are limited to a maximum slope of 3:1, as measured from the lot line.
 - D. Berms of six feet in height or more are limited to a maximum slope of 4:1, as measured from the lot line.
 - E. Berms must undulate by height and/or width for visual interest.
5. Parking Lot Landscape. A perimeter landscape area is required for all parking lots adjacent to streets and public spaces such as a plaza, public seating area, or park. The landscape treatment must run the full length of the parking lot perimeter and must be located between the lot line and the edge of the parking lot, with the exception of pedestrian walkways. The landscaped area must be improved as follows:
 - A. Shrubs must be planted and spaced sufficiently to form a continuous linear hedgerow at plant maturity.

- B. A minimum of one shade tree must be provided for every 50 linear feet of perimeter landscape yard. Two ornamental trees may be substituted for one shade tree and must be spaced one ornamental tree every 25 feet. Trees may be spaced linearly on-center, or grouped to complement an overall design concept.
 - C. Trees within parking lot islands adjacent to parking lot landscaping areas may be included in the calculation for minimum number of required trees.
6. Parking Lot Interior Landscape. All parking lots consisting of 15 or more spaces require interior parking lot landscape as described in this section.
- A. All rows of parking stalls must terminate in a parking lot island or landscape area.
 - B. Where more than 15 parking stalls are provided in a row, one parking lot island must be provided between every 15 parking spaces. As part of the landscape plan approval, parking lot island locations may be varied based on specific site requirements or design scheme, but the total number of islands must be no less than the amount required of one island for every 15 spaces.
 - C. Parking lot islands must be at least the same dimension as the parking stall. Double rows of parking must provide parking lot islands that are the same dimension as the double row.
 - D. A minimum of one shade tree must be provided in every parking lot island or landscape area. If a parking lot island extends the width of a double row, then two shade trees are required.
7. On-Site Trees. In addition to trees in required buffer yards, on-site shade trees must be installed as follows:
- A. Multi-Unit Residence District. One tree for each 750 square feet of building footprint.
 - B. Residential Manufactured Home Park District. One tree for every four acres.
 - C. Commercial, Industrial and Public Districts. One tree for every 2,000 square feet of building footprint.
 - D. Trees within parking lot landscape and parking lot islands adjacent to parking lot landscape may be included in the calculation for minimum number of required trees.
8. Buffer Yards.
- A. Buffer yards are required for new construction along interior side and rear yards in the following cases:
 - 1. Where the lot line of a multi-unit residence development is adjacent to the lot line of a single-unit residence or two-family residence district.
 - 2. Where a non-residential use is located within a residential or interim development district.

3. Where the lot line of a non-residential district is adjacent to the lot line of a residential district. This does not include private or public parks.
- B. The required design for buffer yards is as follows:
 1. A buffer yard must be a minimum of 10 feet in width.
 2. One shade or evergreen tree must be planted for every 30 linear feet of buffer yard length. As part of the landscape plan approval, trees may be spaced at various intervals based on specific site requirements, but the total number of trees planted must be no less than one per 30 linear feet of buffer yard length.
 3. Existing trees in the buffer yard may count toward the buffer yard tree requirement. This credit is a 1:1 ratio (one existing tree for one proposed tree) regardless of the size of the existing tree.
 4. Evergreen shrubs must be planted and spaced sufficiently to form a continuous linear hedgerow at plant maturity. As part of the landscape plan approval, shrubs may be spaced at various intervals based on specific site requirements, but the total number of shrubs planted must be no less than one per three linear feet of buffer yard length.
 5. A fence may be required at the discretion of City staff.
8. Site Landscape. Areas of any lot that are not covered by structures or pavement must be planted with live landscaping. Stone, mulch, or other permeable landscape materials may be used to satisfy this requirement, but must not cover more than 40% of such area and must be designed so such materials are placed so that they are no higher than the height of the curb to prevent spill.

SECTION 7. AMENDMENT OF ORDINANCE. Chapter 169.03 of the North Liberty Code of Ordinances, entitled Trash and Recycling Enclosures, amended to read as follows:

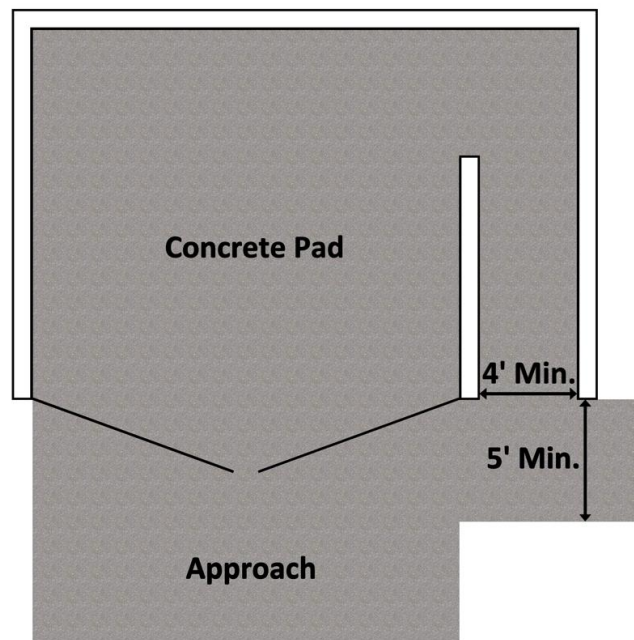
169.03 DUMPSTER, RECYCLING AND TRASH COMPACTOR ENCLOSURES. Dumpster and recycling enclosures are required in multi-unit residence (except for townhouse developments), commercial, industrial and public districts and for non-residential development in residential and interim development districts.

1. Performance Standards.
 - A. Dumpsters, trash compactors and/or other such solid waste containers shall be stored in the enclosure at all times.
 - B. Enclosures, gates, doors, etc. shall be kept in good working condition at all times.
 - C. The area within and around the enclosure shall be kept in a clean condition at all times.
 - D. Gates shall remain closed at all times except when the dumpster, trash compactor and/or other such solid waste container is being serviced.

2. Design Standards.

- A. Enclosures shall not be located in the required front or corner side yard area and should be located out of public view to the greatest degree possible.
- B. Access to the enclosure shall remain unobstructed with a clear approach.
- C. The area within the enclosure and apron shall be improved with a hard surfaced, all-weather dustless material.
- D. Enclosure shall be a minimum of six feet in height but must be of sufficient height to effectively screen the view of dumpsters, trash compactors and/or other such solid waste containers.
- E. Enclosures shall be constructed of split faced block, decorative stone or brick to match the principle building to the maximum extent possible.
- F. For multiple-unit residence developments utilizing a dumpster, there shall be an accessible pedestrian entrance. See figure 169.03-A.
- G. Gates shall not open onto sidewalks, parking spaces or a right-of-way.
- H. The exterior face of gates shall be metal or wood. Non-solid gates shall be a minimum 90% opaque. Gate supports shall be metal with the appropriate diameter to support the gate(s). Hardware must be of sufficient strength to accommodate repetitive swinging.

Figure 169.03



SECTION 8. AMENDMENT OF ORDINANCE. Chapter 180.06 of the North Liberty Code of Ordinances is amended to read as follows:

180.06 BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY RESTRICTED.

1. When a plat is required by provisions of this Code of Ordinances, the City shall not issue any building permit for construction on any lot, parcel, or tract until a plat is approved and recorded.
2. When construction of public improvements is required by the provisions of this Code of Ordinances, the City shall not issue any certificate of occupancy for any structure on any lot, parcel or tract until the public improvements for the plat on which such lot, parcel or tract is located are accepted by the City. Notwithstanding the above, a certificate of occupancy may be issued for structures where sidewalks and erosion control improvements have not yet been accepted, provided that the obligation to install sidewalks and erosion control improvements remains a lien upon the upon the property where the structure is situated until installed and accepted.

SECTION 9. AMENDMENT OF ORDINANCE. Paragraph 1(B) of Chapter 180.12 of the North Liberty Code of Ordinances, entitled General Requirements, is amended to read as follows:

- B. The subdivider of property shall be responsible for constructing all improvements associated with the proposed subdivision according to construction and design standards established by resolution of the City Council.

SECTION 10. REPEALER. All Ordinances and parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 11. 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 12. 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 13. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law, except for that portion of Section 8, which amends Chapter 169.03, new Paragraph 1, entitled Performance Standards, takes effect upon enactment and applies retroactively to June 27, 2000.

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. 2022-20

AN ORDINANCE AMENDING CHAPTERS 165, 168, 169 AND 180 OF THE NORTH LIBERTY CODE OF ORDINANCES REGARDING THE CONSTRUCTION PLAN APPROVAL PROCESS AND STANDARDS, SURFACE AND SUBSURFACE DRAINAGE REQUIREMENTS, RESTORING BUILDING TRADES AND SERVICES TO USE MATRIX AND ADDING AND RELOCATING CERTAIN USES WITHIN THE USE MATRIX, CLARIFYING LANDSCAPING PLAN REQUIREMENTS AND AMENDING DUMPSTER ENCLOSURE REQUIREMENTS

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

SECTION 1. AMENDMENT OF ORDINANCE. Paragraph 3 of Chapter 165.05 of the North Liberty Code of Ordinances, entitled Permit Requirements, is amended to read as follows:

3. Construction Site Plans Review. The construction site plan review process ensures consistency with the approved preliminary site plan, all applicable municipal regulations, and adopted construction standards.
 - A. Authority. The Code Official reviews and issues final approval of construction site plans. When a subdivision plat is required by any provision of this Code of Ordinances, and such plat creates the need for extension of streets, utilities or any other new public improvements, no construction site plan approval shall be issued for any lot, parcel or tract within the proposed development until a final plat is approved and recorded.
 - B. Required Construction Site Plan Review. Construction site plan approval is required for any development requiring preliminary site plan approval, and development of any utility (sub)stations.
 - C. Construction Site Plan Submittal Requirements. All applications for construction site plan review shall include the following:
 - (1) The completed application form.
 - (2) A scaled and dimensioned site plan drawn to a scale not less than one inch to one hundred feet, prepared by a licensed engineer, landscape architect and/or architect. The site plan shall include the following:
 - (a) Date, north arrow and graphic scale.
 - (b) The property owner's name and description of proposed development.
 - (c) A vicinity sketch showing the location of the property and other properties within 1,000 feet of it.
 - (d) Property boundary lines, dimensions, and total area.
 - (e) Contour lines at intervals of not more than five feet, City datum. If substantial topographic change is proposed, the existing

topography shall be illustrated on a separate map and the proposed finished topography shown on the site plan.

- (f) The location of existing streets, sidewalks, easements, utilities, drainage courses.
 - (g) The total square feet of building floor area, both individually and collectively.
 - (h) Total number of dwelling units and the density of the development.
 - (i) All structures and major features shall be fully dimensioned including distance between structures, distance between driveways, parking areas, property lines and building height.
 - (j) Off-street parking areas, ingress and egress to the property, number of parking spaces proposed, number of parking spaces required by this code and type of surfacing.
 - (k) Pedestrian walkways with special consideration given to pedestrian safety.
 - (l) Recreation and open spaces, with special consideration given to the location, size and development of the areas in regard to adequacy, effect on privacy of adjacent living areas, and relationship to community wide open spaces and recreation facilities.
 - (m) Walls, fences or other artificial features.
 - (n) Trash and refuse enclosures.
 - (o) Documentation demonstrating compliance with Chapter 155, entitled Construction Site Erosion and Sediment Control.
 - (p) Documentation demonstrating compliance with Chapter 156, entitled Post-Construction Storm Water Runoff Control.
 - (q) A lighting plan depicting the location, height, and type of lighting fixtures on the site and proposed buildings and a photometric plan depicting the lighting fixture locations and illumination levels.
 - (r) The location, type and size of all plants, shrubs, trees, and ground cover.
- D. Extension of public utilities. The petitioner may, as a condition of the construction site plan approval, be required to install public utilities, including (but not limited to) water lines, storm sewer, sanitary sewer, street paving, fire hydrants, and such other utilities as applicable to properly serve the proposed development. Where required as a condition of a construction site plan approval, utilities shall be constructed in accordance with construction standards as established by resolution of the City Council for those portions within the public right-of-way and to be dedicated to the City, and may be required to be constructed to the same specifications for those undedicated portions where said utilities may have a direct effect on the future safety, proper functioning, and maintenance of those portions to be dedicated.

- E. Surface water drainage management. The petitioner may, as a condition of construction site plan approval, be required to perform such work as may be necessary to ensure the proper drainage of surface water over and across the property, in accordance with construction standards established by resolution of the City Council.
- F. Modifications. The development shall be substantially in conformance with the approved construction site plan. Amended construction site plans shall be submitted to the Code Official for determination if the amendment can be approved administratively or if the amendment requires review by the Planning Commission and approval by City Council in accordance with Section 165.05(2)(E).
- G. Once a site plan is approved, the petitioner has eighteen (18) months to commence the development of the property consistent with the approved site plan and any related conditions and agreements. The development of the property shall be substantially completed within thirty-six (36) months from the date of City approval of the site plan. In the event that the petitioner fails to either commence or complete the development of the property within these timeframes, authorization to proceed with the development shall cease, and the petitioner shall be required to seek reauthorization and approval of the construction site plan. The petitioner may, however, request an extension of time from the City. If an extension is granted, it may be conditioned upon updating any security posted by the petitioner or requiring the petitioner to provide security to reflect cost increases and extended completion date.

SECTION 2. AMENDMENT OF ORDINANCE. Table 168.06 of Chapter 168.06 of the North Liberty Code of Ordinances, entitled Use Matrix, is amended to read as follows:

Table 168:06: Use Matrix															
See Section 168.07 for Use Definitions and Use Standards															
Use	ID	RS	RD	RM	R-MH	C-1-A	C-1-B	C-2-A	C-2-B	C-3	OR/P	I-1	I-2	I-P	P
1. Adult Entertainment													<u>C</u>		
2. Agricultural Experience	<u>C</u>														
3. Agriculture	<u>P</u>														
4. Amusement Facility – Indoor						<u>C</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>					
5. Amusement Facility – Outdoor										<u>C</u>					
6. Animal Care Facility						<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>			<u>P</u>			
7. Animal Shelter												<u>C</u>			<u>C</u>
8. Art Gallery						<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>					
9. Arts and Fitness Studio						<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>					
10. Bar						<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>		<u>P</u>		<u>P</u>	
11. Bed and Breakfast Home		<u>C</u>													
12. Body Art Establishment								<u>P</u>	<u>P</u>						
13. Brewery-Micro						<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>				<u>P</u>	
14. Broadcasting Studio								<u>P</u>	<u>P</u>	<u>P</u>				<u>P</u>	<u>P</u>
15. Building Trades and Services								<u>P</u>	<u>P</u>	<u>P</u>		<u>P</u>		<u>P</u>	
16. Car Wash								<u>P</u>	<u>P</u>						
17. Child Care Center						<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>			<u>P</u>	<u>P</u>
18. Child Care Home		<u>P</u>			<u>P</u>										
19. Child Development Home		<u>P</u>													
20. Community Center						<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>				<u>P</u>	<u>P</u>
21. Community Pantry	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>		<u>C</u>	<u>P</u>	<u>P</u>	<u>P</u>						
22. Cultural Facility						<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>					<u>P</u>
23. Distillery, Micro						<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>				<u>P</u>	
24. Drive-Through Facility						<u>C</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>			<u>P</u>	

Table 168:06: Use Matrix
See Section 168.07 for Use Definitions and Use Standards

Use	ID	RS	RD	RM	R-MH	C-1-A	C-1-B	C-2-A	C-2-B	C-3	OR/P	I-1	I-2	I-P	P
25. Dwelling – Manufactured Home					P										
26. Dwelling – Mixed Use						P	P	P	P	P					
27. Dwelling – Multiple-Unit				P						P					
28. Dwelling – Single-Unit	P	P													
29. Dwelling – Single-Unit Zero Lot Line			P												
30. Dwelling – Townhouse				P											
31. Dwelling – Two Unit			P	P											
32. Educational Facility – Primary	P	P	P	P		P	P	P	P	P					P
33. Educational Facility – Secondary	P	P	P	P		P	P	P	P	P					P
34. Educational Facility – University or College											P			P	P
35. Educational Facility – Vocational						C	P	P	P	P		P		P	
36. Financial Institution						P	P	P	P	P				P	
37. Fireworks, Retail Sales of												P			
38. Food Bank												P			
39. Fueling Station							P	P	P			P		P	
40. Fulfillment Center, Micro								C	C	C		P			
41. Funeral Home								P	P						
42. Golf Course/Driving Range							P								P
43. Greenhouse/Nursery - Retail												P			
44. Group Home	P	P	P		P										
45. Healthcare Institution										P				P	P
46. Heavy Rental and Service Establishment												P			
47. Heavy Retail Establishment										P		P			
48. Hotel						C	P	P	P	P	P			P	

Table 168:06: Use Matrix
See Section 168.07 for Use Definitions and Use Standards

Use	ID	RS	RD	RM	R-MH	C-1-A	C-1-B	C-2-A	C-2-B	C-3	OR/P	I-1	I-2	I-P	P
49. Industrial - General												P	P		
50. Industrial - Light												P	P	P	
51. Industrial Design							P	P	P	P		P		P	
52. Live Performance Venue						P	P	P	P	P				P	
53. Manufactured Home Park					P										
54. Medical/Dental Office						P	P	P	P	P					
55. Office						P	P	P	P	P	P	P		P	P
56. Outdoor Seating						P	P	P	P	P				P	P
57. Park, Private	P	P	P	P	P	P	P	P	P	P	P			P	
58. Park, Public															P
59. Parking Lot (Principal Use)						C	P	P	P	P		P		P	P
60. Parking Structure (Principal Use)						C	P	P	P	P		P		P	P
61. Personal Services Establishment						P	P	P	P	P					
62. Place of Worship	P	P	P	P		P	P	P	P	P					
63. Private Club						P	P	P	P	P					
64. Public Safety Facility															P
65. Public Works Facility															P
66. Research and Development											P	P		P	
67. Residential Care Facility				P			P	P	P	P					
68. Restaurant						P	P	P	P	P		P		P	P
69. Retail Good Establishment						P	P	P	P	P		P		P	
70. Salvage Yard													C		
71. Self-Storage - Enclosed								P	P	P		P			
72. Self-Storage - Outdoor								C	C	C		P			
73. Specialty Food Service						P	P	P	P	P		P		P	

Table 168:06: Use Matrix
See Section 168.07 for Use Definitions and Use Standards

Use	ID	RS	RD	RM	R-MH	C-1-A	C-1-B	C-2-A	C-2-B	C-3	OR/P	I-1	I-2	I-P	P
74. Storage – Outdoor (Principal Use)												<u>C</u>	<u>P</u>		
75. Truck Stop												<u>C</u>	<u>P</u>		
76. Utility (Sub)Stations	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
77. Vehicle Dealership, New and Used								<u>P</u>	<u>P</u>	<u>P</u>					
78. Vehicle Dealership, Used								<u>C</u>	<u>C</u>						
79. Vehicle Operations Facility												<u>P</u>			<u>P</u>
80. Vehicle Rental												<u>P</u>			
81. Vehicle Repair - Major								<u>C</u>	<u>C</u>			<u>P</u>			
82. Vehicle Repair - Minor								<u>P</u>	<u>P</u>			<u>P</u>			
83. Warehouse												<u>P</u>			
84. Wholesale Establishment												<u>P</u>			
85. Winery, Micro						<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>				<u>P</u>	

SECTION 3. RENUMBERING OF ORDINANCE. Paragraphs 15 through 84 of Chapter 168.07 of the North Liberty Code of Ordinances, entitled Uses Defined and Use Standards, are renumbered as Paragraphs 16 through 85.

SECTION 4. AMENDMENT OF ORDINANCE. Chapter 168.07 of the North Liberty Code of Ordinances, entitled Uses Defined and Use Standards, is amended to insert the following new Paragraph 15 before renumbered Paragraph 16.

15. Building Trades and Services
- A. Defined. Building Trades and Services means an establishment that undertakes activities related to building construction projects, as well as those that provide repair and maintenance services to buildings, including building systems, home appliances, and the like. These specialized trade contractors may work on subcontract from a general contractor, performing only part of the work covered by the general contract, or they may work directly for the owner of the building or project. Building and Trade Services uses primarily perform their work at the site of the structure being constructed or serviced, although they also may have shops where they perform work incidental to the job site. Examples of building trades and services include electrical, plumbing, heating, and air conditioning contractors, painting, masons, stone and tile setters, glass and glazing services.
- B. Use Standards.
- (1) Building area shall be limited to 7,500 square feet in the C-2-A, C-2-B and C-3 Districts.
 - (2) Vehicles such as cars, vans and pickup trucks shall be permitted in designated parking spaces in any location. Box trucks, and other similar vehicles, along with trailers which may be pulled by permitted vehicles, shall also be permitted in designated parking spaces, but shall not be located within a front or corner side yard. Smaller equipment such as skid loaders, forklifts, etc. may be permitted, provided they are stored indoors or inside enclosed trailers. Heavy vehicles and equipment such as tractor trailers, semi-trucks, construction equipment, and other large specialty vehicles as determined by Code Official shall be prohibited.
 - (3) Outdoor storage shall only be permitted in the I-1 District.
 - (a) Outdoor storage or display areas shall be screened with landscaping consisting of shade trees and evergreen trees and shrubs. Such landscaped area shall be of sufficient width and density to provide an effective and aesthetically pleasing screen with trees and shrubs not less than five feet in height when planted. In lieu of planting strips, a six-foot tall solid vertical fence or masonry, heavy wood construction, or other similar material approved by the Code Official may be used as a screen.
 - (b) Outdoor storage or display shall be allowed only on hard-surface areas paved to parking lot specifications with asphalt or concrete.
 - (4) See Section 169.05(B) for outdoor storage areas as an accessory use.

SECTION 5. AMENDMENT OF ORDINANCE. Paragraph 28 of Chapter 168.07 of the North Liberty Code of Ordinances, entitled Uses Defined and Use Standards, is amended to read as follows:

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

- (9) Front-facing garages shall not exceed 16' or 60% the width of the front building line, whichever is greater. Garage width is measured between the edges of the garage door; in the case of garages designed with multiple garage doors, the distance is measured between the edges of the outermost doors.

SECTION 6. AMENDMENT OF ORDINANCE. Chapter 169.02 of the North Liberty Code of Ordinances, entitled Landscaping Requirements, is amended to read as follows:

169.02 LANDSCAPE REQUIREMENTS.

1. Landscape Plan Required. A landscaping plan is required for development within the multi-unit residence, residential manufactured home park commercial, industrial and public districts and for non-residential development in residential and interim development districts.
2. Selection, Installation and Maintenance.
 - A. Selection.
 - (1) All plant materials must be of good quality and meet American Horticulture Industry Association (AmericanHort) or its ANSI accredited successor's standards for minimum acceptable form, quality, and size for species selected.
 - (2) All species must be capable to withstand the seasonal temperature variations of USDA Hardiness Zone 5b (the plant zone for North Liberty). A hardiness zone is a geographically defined area in which a specific category of plant life is capable of growing, as defined by climatic conditions, including its ability to withstand the minimum temperatures of the zone.
 - (3) The use of species native or naturalized is required. Drought tolerant species are encouraged.
 - (4) Invasive species are prohibited.
 - B. Installation.
 - (1) All landscape materials must be installed in accordance with current nursery industry standards, and must be properly supported to ensure survival. Support devices such as guy wires or stakes must not interfere with pedestrian or vehicular movement.
 - (2) If landscape material is located within a utility easement and repair or replacement of the utility is needed, the City or utility is not responsible for the replacement of any landscape that may be damaged.
 - (3) All plant materials must be free of disease and installed so that soil of sufficient volume, composition, and nutrient balance are available to sustain healthy growth.

- (4) Landscaping materials shall be planted as each phase of a site is developed.
 - (5) If weather prohibits the installation of landscape materials, a security bond for 125% in favor of the City of the estimated amount of landscape materials and installation cost. The cost of landscape materials and installation must be determined by a landscape architect or other landscape business professional.
 - C. Maintenance.
 - (1) Landscape materials depicted on approved landscape plans are considered a required site element. As such, the owner of record or the business or homeowner's association is responsible for the maintenance, repair, and replacement of all landscape materials and elements
- 3. Minimum Planting Sizes. Minimum planting sizes are as follows. For the purposes of determining trunk size, the diameter/caliper is measured at six inches above ground level, unless otherwise specified in current ANSI accredited Horticultural Standards.
 - A. Evergreen trees must have a minimum height of six feet.
 - B. Shade trees must have a minimum clear trunk height of four feet above the ground with a two-inch caliper.
 - C. Single stem ornamental trees must have a minimum trunk size of two inches in caliper. Multiple stem ornamental trees must have a minimum height of eight feet.
 - D. Evergreen or deciduous shrubs must have a minimum height of 18 inches.
- 4. Berming. If berms are included on a landscape plan, they must comply with the following:
 - A. Berms must be stabilized to prevent erosion.
 - B. Berms must be a minimum of two feet in height.
 - C. Berms of two feet in height and up to six feet in height are limited to a maximum slope of 3:1, as measured from the lot line.
 - D. Berms of six feet in height or more are limited to a maximum slope of 4:1, as measured from the lot line.
 - E. Berms must undulate by height and/or width for visual interest.
- 5. Parking Lot Landscape. A perimeter landscape area is required for all parking lots adjacent to streets and public spaces such as a plaza, public seating area, or park. The landscape treatment must run the full length of the parking lot perimeter and must be located between the lot line and the edge of the parking lot, with the exception of pedestrian walkways. The landscaped area must be improved as follows:
 - A. Shrubs must be planted and spaced sufficiently to form a continuous linear hedgerow at plant maturity.

- B. A minimum of one shade tree must be provided for every 50 linear feet of perimeter landscape yard. Two ornamental trees may be substituted for one shade tree and must be spaced one ornamental tree every 25 feet. Trees may be spaced linearly on-center, or grouped to complement an overall design concept.
 - C. Trees within parking lot islands adjacent to parking lot landscaping areas may be included in the calculation for minimum number of required trees.
6. Parking Lot Interior Landscape. All parking lots consisting of 15 or more spaces require interior parking lot landscape as described in this section.
- A. All rows of parking stalls must terminate in a parking lot island or landscape area.
 - B. Where more than 15 parking stalls are provided in a row, one parking lot island must be provided between every 15 parking spaces. As part of the landscape plan approval, parking lot island locations may be varied based on specific site requirements or design scheme, but the total number of islands must be no less than the amount required of one island for every 15 spaces.
 - C. Parking lot islands must be at least the same dimension as the parking stall. Double rows of parking must provide parking lot islands that are the same dimension as the double row.
 - D. A minimum of one shade tree must be provided in every parking lot island or landscape area. If a parking lot island extends the width of a double row, then two shade trees are required.
7. On-Site Trees. In addition to trees in required buffer yards, on-site shade trees must be installed as follows:
- A. Multi-Unit Residence District. One tree for each 750 square feet of building footprint.
 - B. Residential Manufactured Home Park District. One tree for every four acres.
 - C. Commercial, Industrial and Public Districts. One tree for every 2,000 square feet of building footprint.
 - D. Trees within parking lot landscape and parking lot islands adjacent to parking lot landscape may be included in the calculation for minimum number of required trees.
8. Buffer Yards.
- A. Buffer yards are required for new construction along interior side and rear yards in the following cases:
 - 1. Where the lot line of a multi-unit residence development is adjacent to the lot line of a single-unit residence or two-family residence district.
 - 2. Where a non-residential use is located within a residential or interim development district.

3. Where the lot line of a non-residential district is adjacent to the lot line of a residential district. This does not include private or public parks.
- B. The required design for buffer yards is as follows:
 1. A buffer yard must be a minimum of 10 feet in width.
 2. One shade or evergreen tree must be planted for every 30 linear feet of buffer yard length. As part of the landscape plan approval, trees may be spaced at various intervals based on specific site requirements, but the total number of trees planted must be no less than one per 30 linear feet of buffer yard length.
 3. Existing trees in the buffer yard may count toward the buffer yard tree requirement. This credit is a 1:1 ratio (one existing tree for one proposed tree) regardless of the size of the existing tree.
 4. Evergreen shrubs must be planted and spaced sufficiently to form a continuous linear hedgerow at plant maturity. As part of the landscape plan approval, shrubs may be spaced at various intervals based on specific site requirements, but the total number of shrubs planted must be no less than one per three linear feet of buffer yard length.
 5. A fence may be required at the discretion of City staff.
8. Site Landscape. Areas of any lot that are not covered by structures or pavement must be planted with live landscaping. Stone, mulch, or other permeable landscape materials may be used to satisfy this requirement, but must not cover more than 40% of such area and must be designed so such materials are placed so that they are no higher than the height of the curb to prevent spill.

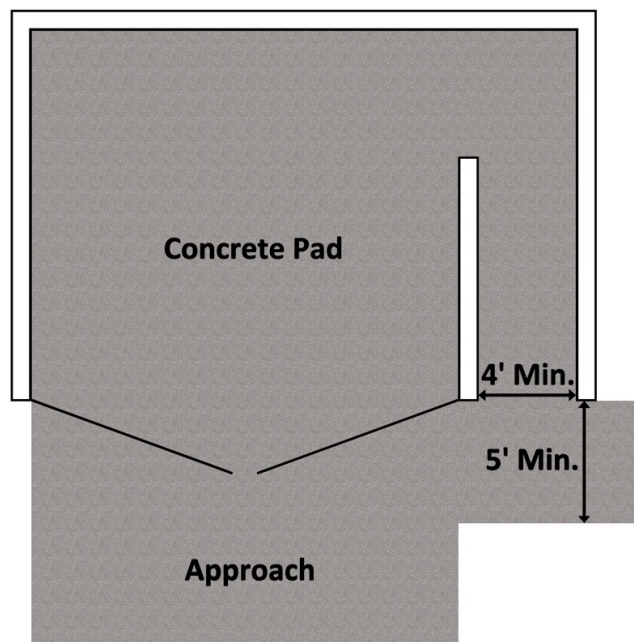
SECTION 7. AMENDMENT OF ORDINANCE. Chapter 169.03 of the North Liberty Code of Ordinances, entitled Trash and Recycling Enclosures, amended to read as follows:

169.03 DUMPSTER, RECYCLING AND TRASH COMPACTOR ENCLOSURES. Dumpster and recycling enclosures are required in multi-unit residence (except for townhouse developments), commercial, industrial and public districts and for non-residential development in residential and interim development districts.

1. Performance Standards.
 - A. Dumpsters, trash compactors and/or other such solid waste containers shall be stored in the enclosure at all times.
 - B. Enclosures, gates, doors, etc. shall be kept in good working condition at all times.
 - C. The area within and around the enclosure shall be kept in a clean condition at all times.
 - D. Gates shall remain closed at all times except when the dumpster, trash compactor and/or other such solid waste container is being serviced.

2. Design Standards.
- A. Enclosures shall not be located in the required front or corner side yard area and should be located out of public view to the greatest degree possible.
 - B. Access to the enclosure shall remain unobstructed with a clear approach.
 - C. The area within the enclosure and apron shall be improved with a hard surfaced, all-weather dustless material.
 - D. Enclosure shall be a minimum of six feet in height but must be of sufficient height to effectively screen the view of dumpsters, trash compactors and/or other such solid waste containers.
 - E. Enclosures shall be constructed of split faced block, decorative stone or brick to match the principle building to the maximum extent possible.
 - F. For multiple-unit residence developments utilizing a dumpster, there shall be an accessible pedestrian entrance. See figure 169.03-A.
 - G. Gates shall not open onto sidewalks, parking spaces or a right-of-way.
 - H. The exterior face of gates shall be metal or wood. Non-solid gates shall be a minimum 90% opaque. Gate supports shall be metal with the appropriate diameter to support the gate(s). Hardware must be of sufficient strength to accommodate repetitive swinging.

Figure 169.03



SECTION 8. AMENDMENT OF ORDINANCE. Chapter 180.06 of the North Liberty Code of Ordinances is amended to read as follows:

180.06 BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY RESTRICTED.

1. When a plat is required by provisions of this Code of Ordinances, the City shall not issue any building permit for construction on any lot, parcel, or tract until a plat is approved and recorded.
2. When construction of public improvements is required by the provisions of this Code of Ordinances, the City shall not issue any certificate of occupancy for any structure on any lot, parcel or tract until the public improvements for the plat on which such lot, parcel or tract is located are accepted by the City. Notwithstanding the above, a certificate of occupancy may be issued for structures where sidewalks and erosion control improvements have not yet been accepted, provided that the obligation to install sidewalks and erosion control improvements remains a lien upon the upon the property where the structure is situated until installed and accepted.

SECTION 9. AMENDMENT OF ORDINANCE. Paragraph 1(B) of Chapter 180.12 of the North Liberty Code of Ordinances, entitled General Requirements, is amended to read as follows:

- B. The subdivider of property shall be responsible for constructing all improvements associated with the proposed subdivision according to construction and design standards established by resolution of the City Council.

SECTION 10. REPEALER. All Ordinances and parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 11. 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 12. 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 13. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law, except for that portion of Section 8, which amends Chapter 169.03, new Paragraph 1, entitled Performance Standards, takes effect upon enactment and applies retroactively to June 27, 2000.

First reading on July 26, 2022.

Second reading on August 9, 2022.

Third and final reading on _____, 2022.

CITY OF NORTH LIBERTY:

CHRIS HOFFMAN, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. 2022-20 in the Cedar Rapids Gazette on the ____ day of _____, 2022.

TRACEY MULCAHEY, CITY CLERK