



**North Liberty City Council
Regular Session
January 10, 2023**



City Administrator Memo



To **Mayor and City Council**
 From **Ryan Heiar, City Administrator**
 Date **January 6, 2023**
 Re **City Council Agenda January 10, 2023**

Consent Agenda

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

- City Council Minutes (12/13/22)
- Claims
- Pay Application #4, Community Center Roof Project, T&K Roofing Co., \$29,013.00
- Pay Application #6, Aquatic Center Pool Heater Replacement Project, Tricon General Construction, \$55,462.34
- Change Order #5, Dubuque Street Project, Phase 1, All American Concrete, Inc., \$3,877.96
- Pay Application #9, Dubuque Street Project, Phase 1, All American Concrete, Inc., \$76,849.97

Meetings & Events

Monday, Jan 9 at 4:00p.m.
Joint Entities Meeting

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

Monday, Jan 16
MLK Holiday – City Offices Closed

Tuesday, Jan 17 at 5:30p.m.
City Council Special Budget Session

Tuesday, Jan 24 at 6:00p.m.
City Council

Heritage Drive Drainage Improvements

The Heritage Drive Drainage Improvements Project consists of stabilizing approximately 200 feet of the Muddy Creek stream bank, adjacent to Heritage Drive and Heritage Place. This project is small enough that the state bid process is not required; rather, a formal quotation process was used. Two quotes were received for this project, both just under the engineer's estimate.

Neuzil & Sons Grading Contractors	\$48,300
Dave Schmitt Construction	\$48,557
Engineer's Estimate	\$54,000

Staff recommends approval of the contract with Neuzil and Sons Grading Contractors in the amount of \$48,300.

Forevergreen Estates Part One

This modified agreement clarifies the rights and responsibilities of the developer with respect to their ability to assign storm water detention and landscape buffer areas to a homeowner's association. The previous document contemplated only the assignment of outlots, and the amended agreement allows the assignment of easements as well. Staff recommends approval of the revised agreement.

Ranshaw Way Paved Shoulders Project

The Ranshaw Way Paved Shoulders Project is included in the FY 23 budget and consists of paving the existing gravel shoulders, north and south bound, from Scales Bend Road to the north City limits. The estimated project cost is \$321k and is budgeted to be paid for with cash on hand from the Road Use Tax fund. Staff is recommending approval of the design proposal from Shive Hattery in the amount of \$41k. The anticipated start date of this project is April 2023 with anticipated completion by June 30.

Sanitary Sewer Easement Agreements

Bowman Properties, LLC has extended a sanitary sewer line from the neighboring property to the north and across Kansas Avenue to serve the Forevergreen Estates subdivision and other future development in the area. The owner has built the sewer to City standards and specifications, and is seeking to dedicate easements and the facilities to the City. Staff recommends approval.

A&M Development Rezoning, Third & Final Readings

These rezoning requests – northwest corner of North Kansas Avenue and Landon Road (6.57 acres) and Landon Road approximately 1,000 west of North Kansas Avenue (5.94 acres) – to C-3 Higher Intensity Commercial District would facilitate development of the properties with multi-unit residences and higher-intensity commercial uses. A good neighbor meeting was held on October 18. A few people outside City staff and the applicant attended and had general questions about the type of development proposed. At that time, the applicant indicated they have no final users for either of the properties. It is staff's opinion that the west side of Kansas Avenue is a suitable location for higher intensity development. The Planning Commission unanimously recommended approval of these rezonings at its November 1 meeting. Staff recommends approval as well.

Zoning Code Amendment, Third & Final Reading

This is a minor, staff-initiated amendment, which would correct minor oversights and adapt to changing land use trends. The Planning Commission unanimously recommended approval of the amendment at its November 1 meeting. Staff recommends approval as well.

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Agenda



CITY COUNCIL

January 10, 2023

6:30 p.m.

Regular Session

Council Chambers

1 Quail Creek Circle

1. Call to order
2. Roll call
3. Approval of the Agenda
4. Consent Agenda
 - A. City Council Minutes, Regular Session, December 13, 2022
 - B. Claims
 - C. Community Center Roof Project, Pay Application Number 4, T & K Roofing Co., \$29,013.00
 - D. Aquatic Center Pool Water Heater Replacement Project, Tricon General Construction, Pay Application Number 6, \$55,462.34
 - E. Dubuque Street Phase 1 Project, All American Concrete, Inc., Change Order Number 5, \$3,877.96
 - F. Dubuque Street Phase 1 Project, All American Concrete, Inc., Pay Application Number 9, \$76,849.97
5. Public Comment
6. Engineer Report
7. City Administrator Report
8. Mayor Report
9. Council Reports
10. Heritage Drainage Improvements Project
 - A. Resolution Number 2023-01, A Resolution accepting the quotation and authorizing execution of the contract for the Heritage Drive Improvements Project, North Liberty, Iowa

11. Forevergreen Estates Part One
 - A. Resolution Number 2023-02, A Resolution approving the Amended and Restated Developer's Agreement for Forevergreen Estates Part One, North Liberty, Iowa
12. Ranshaw Way Paved Shoulders Project
 - A. Resolution Number 2023-03, A Resolution approving the Services Agreement between the City of North Liberty and Shive-Hattery, Inc. for the Ranshaw Way Paved Shoulders Improvements Project
13. Sanitary Sewer Easements
 - A. Resolution Number 2023-04, A Resolution approving the Public Easement Agreement (Sanitary Sewer Easement) and Dedication between Bowman Property, LLC and the City of North Liberty
 - B. Resolution Number 2023-05, A Resolution approving the Assignment, Dedication and Statement of Consent between Physician's Building Group, LLC and the City of North Liberty
14. A & M Zoning Amendment - 1
 - A. Third consideration and adoption of Ordinance Number 2022-26, An Ordinance amending the Zoning Map District designation for certain property located in North Liberty, Iowa from O/RP Office and Research Park District to C-3 Higher Intensity Commercial District
15. A & M Zoning Amendment - 2
 - A. Third consideration and adoption of Ordinance Number 2022-27, An Ordinance amending the Zoning Map District designation for certain property located in North Liberty, Iowa from O/RP Office and Research Park District to C-3 Higher Intensity Commercial District
16. Zoning Code Amendment
 - A. Third consideration and adoption of Ordinance Number 2022-29, An Ordinance amending Chapter 168 (Zoning Code - Development Regulations) and Chapter 169 (Zoning Code - Zoning District Regulations) of the North Liberty Code of Ordinances by amending the use matrix and a use definition, by amending off-street parking and loading setbacks and off-street parking requirements
17. Old Business
18. New Business

19. Adjournment



Consent Agenda



City Council
December 13, 2022
Regular Session

Call to order

Mayor Chris Hoffman called the December 13, 2022, Regular Session of the North Liberty City Council to order at 6:30 p.m. in the Council Chambers, 1 Quail Creek Circle. Councilors present: Ashley Bermel, Ereik Sittig (by phone), Brent Smith and Brian Wayson; absent: RaQuishia Harrington.

Others present: Ryan Heiar, Tracey Mulcahey, Grant Lientz, Ryan Rusnak, Harold Cameron, Dr. Robert Todd, and other interested parties.

Approval of the Agenda

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

Consent Agenda

Bermel moved, Wayson seconded to approve the Consent Agenda including the City Council Minutes from the Regular Session on November 22, 2022; the attached list of claims; Red's Alehouse Liquor License Renewal, Johny's Liquor License Renewal, Jones Boulevard Improvements Project, Pay Application Number 7, \$22,337.50. The vote was all ayes. Consent Agenda approved.

Public Comment

No public comments were offered.

City Engineer Report

City Engineer Trom reported on the Heritage Drainage Project progress.

City Administrator Report

City Administrator Heiar reported on the updated resolutions and agreements in the packet. He reported that the Head Custodian, Dale Leonard, is retiring after 23 years of service with the Community Center. His farewell event is on Thursday.

Mayor Report

Mayor Hoffman reported that the Joint Entities meeting is Monday, January 9 at the Gerdin Center. The Fire Department had a significant event on Thursday. He thanked them for their work on the event. He offered accolades to Chief Venenga on her trilogy training award through the FBI. Four officers attended screenings of Walking while Black and Love is the Answer. Mayor Hoffman offered thanks to the Councilors for all their work, as this is the last meeting of 2022.

Council Reports

Councilor Smith attended the virtual reality training at the Police Department. Councilor Wayson commented on the Police Chief's report regarding 305 hours of training in the last month. He attended the craft fair and cookie walk last weekend. He attended the EMA meeting regarding the preliminary budget for FY 2024.

Fire Station Location

Heiar presented information regarding proposed Fire Station locations and the process at how the proposed location was determined. Chief Platz talked about how the process worked to arrive at the location proposed. Council discussed the proposed location with staff. Dr. Robert Todd stated he doesn't want the fire station on St. Andrews Drive and spoke regarding his email submitted to the City Council. He offered concerns on the communication provided in the City Council packet. Harold Cameron offered feedback on the process of locating the proposed fire station. A resident asked about moving the station further west closer to the school.

A & M Zoning Amendment - 1

Bermel moved, Smith seconded to approve the second consideration of Ordinance Number 2022-26, An Ordinance amending the Zoning Map District designation for certain property located in North Liberty, Iowa from O/RP Office and Research Park District to C-3 Higher Intensity Commercial District. After discussion, the vote was: ayes – Smith, Sittig, Wayson, Bermel; nays – none; absent – Harrington. Motion carried.

A & M Zoning Amendment - 2

Bermel moved, Wayson seconded to approve the second consideration of Ordinance Number 2022-27, An Ordinance amending the Zoning Map District designation for certain property located in North Liberty, Iowa from O/RP Office and Research Park District to C-3 Higher Intensity Commercial District. The vote was: ayes – Bermel, Smith, Sittig, Wayson; nays – none; absent – Harrington. Motion carried.

Zoning Code Amendment

Wayson moved, Bermel seconded to approve the second consideration of Ordinance Number 2022-29, An Ordinance amending Chapter 168 (Zoning Code – Development Regulations) and Chapter 169 (Zoning Code – Zoning District Regulations) of the North Liberty Code of Ordinances by amending the use matrix and a use definition, by amending off-street parking and loading setbacks and off-street parking requirements. The vote was: ayes – Sittig, Smith, Wayson, Bermel; nays – none; absent – Harrington. Motion carried.

Policy regarding payables for Council meeting

Wayson moved, Bermel seconded to approve Resolution Number 2022-125, A Resolution establishing the policy for the payment of claims due to the cancellation of the second City Council meeting in December 2022. After discussion, the vote was: ayes – Sittig, Smith, Bermel, Wayson; nays – none; absent – Harrington. Motion carried.

Pet Fees

Bermel moved, Smith seconded to approve Resolution Number 2022-130, A Resolution establishing license fees and penalties for cats and dogs and dog park membership fees in the City of North Liberty, Iowa. After discussion, the vote was: ayes – Bermel, Smith, Wayson, Sittig; nays – none; absent – Harrington. Motion carried.

FY 2022-23 Additional Budget Transfers

Wayson moved, Bermel seconded to approve Resolution Number 2022-126, a Resolution approving additional transfers for the Fiscal Year ending June 30, 2023 for the City of North Liberty, Iowa. The vote was: ayes –Wayson, Sittig, Smith, Bermel; nays – none; absent – Harrington. Motion carried.

The Preserve Part 2B

Bermel moved, Smith seconded to approve Resolution Number 2022-127, A Resolution approving the Developer's Agreement for The Preserve – Part Two B, North Liberty, Iowa. The vote was: ayes – Sittig, Wayson, Smith, Bermel; nays – none; absent – Harrington. Motion carried.

Bermel moved, Wayson seconded to approve Resolution Number 2022-114, A Resolution approving the Final Plat, accepting improvements, and terminating temporary drainage easement for The Preserve – Part Two B. The vote was: ayes – Wayson, Sittig, Bermel, Smith; nays – none; absent – Harrington. Motion carried.

West Penn Reconstruction Project

Smith moved, Bermel seconded to approve Resolution Number 2022-128, A Resolution approving the 28E Agreement between Johnson County and the City of North Liberty for the West Penn Street Project. After discussion, the vote was: ayes –Smith, Wayson, Sittig, Bermel; nays – none; absent – Harrington. Motion carried.

Fringe Area Agreement

Wayson moved, Smith seconded to approve Resolution Number 2022-129, A Resolution approving the Fringe Area Policy Agreement between Johnson County and the City of North Liberty. After discussion, the vote was: ayes –Sittig, Smith, Wayson, Bermel; nays – none; absent – Harrington. Motion carried.

Assessment Resolution

Smith moved, Wayson seconded to approve Resolution Number 2022-131, A Resolution assessing a delinquent amount owed to the City of North Liberty, Iowa to individual property taxes. The vote was: ayes – Bermel, Wayson, Smith, Sittig; nays – none; absent – Harrington. Motion carried.

Old Business

Councilor Smith reported that there is continued discussion on the renaming of the Babe Ruth Field.

New Business

Councilor Wayson reported that Dr. Boyd passed away. Councilor Smith reminded all that not everyone is able to spend this time with friends and family and don't have that much to make the holiday special. He encouraged all to take care of one another.

Adjournment

Wayson moved, Smith seconded to adjourn at 7:51 p.m. The vote was all ayes. Meeting adjourned.

CITY OF NORTH LIBERTY

By: _____
Chris Hoffman, Mayor

Attest: _____
Tracey Mulcahey, City Clerk

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE OF 2 PAGES

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

PROJECT:
North Liberty Community Center
520 W Cherry St
North Liberty, IA 52317
VIA ARCHITECT:

APPLICATION #: 4
PERIOD TO: 12/31/22
PROJECT NOS: 2112201050

CONTRACT DATE: 04/29/22

Distribution to:
☐ Owner
☐ Const. Mgr
☐ Architect
☐ Contractor

FROM CONTRACTOR:
T&K Roofing Co.
PO Box 279, Ely IA 52227

CONTRACT FOR:

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-----	\$	538,600.00
2. Net change by Change Orders-----	\$	
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	538,600.00
4. TOTAL COMPLETED & STORED TO DATE-\$		518,240.00

(Column G on Continuation Sheet)

5. RETAINAGE:

a. 5.0% of Completed Work \$ 25,912.00

(Columns D+E on Continuation Sheet)

b. 5.0% of Stored Material \$

(Column F on Continuation Sheet)

Total Retainage (Line 5a + 5b or

Total in Column I of Continuation Sheet----- \$ 25,912.00

6. TOTAL EARNED LESS RETAINAGE----- \$ 492,328.00

(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)----- \$ 463,315.00

8. CURRENT PAYMENT DUE----- \$ 29,013.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$ 46,272.00

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

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 therein is now due.

CONTRACTOR:

By:

Date:

State of: Iowa

County of: Linn

Subscribed and sworn to before me this 20 day of Dec 2022

Notary Public:

My Commission expires: 01/27/23

KRISTA NELSON
Commission Number 76645
My Commission Expires 12/16/23

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED

\$ 29,013.00

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

ARCHITECT:

By:

Date:

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 of Contractor under this Contract.

APPLICATION AND CERTIFICATE FOR PAYMENT
AIA DOCUMENT G702

PAGE ONE OF THREE PAGES

TO OWNER:

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

PROJECT:

North Liberty Aquatic Center Pool
 Water Heater Replacement
 520 West Cherry Street North
 North Liberty, IA 52317

APPLICATION NO: 6
APPLICATION DATE: 11/08/22
PERIOD TO: 11/08/22
PROJECT NO: 1212150

Distribution to:

OWNER
 CONSTRUCTION
 MANAGER
 ARCHITECT
 CONTRACTOR
 OTHER
 OTHER

FROM CONTRACTOR:

Tricon General Construction
 1230 East 12th Street
 Dubuque, IA 52001

CONTRACT DATE: 06/09/21

Project No. 1212150

CONTRACT FOR: General Construction

VIA ARCHITECT: Shive-Hatery, Inc 2839 Northgate Drive Iowa City, IA 52245

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM
2. Net change by Change Orders
3. CONTRACT SUM TO DATE (Line 1 +/- 2)
4. TOTAL COMPLETED & STORED TO DATE
(Column G on G703)
5. RETAINAGE:
 - a. 5% of Completed Work (Column D + E on G703)
 - b. 5% of Stored Material (Column F on G703)**TOTAL RETAINAGE**
 (Lines 5a + 5b or Total in Column I of G703)
6. TOTAL EARNED LESS RETAINAGE
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6)

	\$406,000.00
	\$40,863.80
	\$446,863.80
	\$446,863.80
\$22,343.19	
\$0.00	
\$22,343.19	
\$424,520.61	
\$369,058.27	
\$55,462.34	
\$22,343.19	

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: Tricon Construction Group

By: Cindy Hatto

Date: 11-08-2022

State of: Iowa County of: Dubuque
 Subscribed and sworn to before me this 8th day of

Notary Public:

Mary K. Stone



CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their 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 \$ 55,462.34

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

ARCHITECT

By: Ted Krausman, PE

Ted Krausman

Date: December 27, 2022

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$2,789.02	
Total approved this Month	\$38,074.78	
TOTALS:	\$40,863.80	\$0.00
NET CHANGES by Change Order:	\$40,863.80	

AIA DOCUMENT G702 APPLICATION AND CERTIFICATE FOR PAYMENT CONSTRUCTION MANAGER ADVISER 1992 EDITION AIA

THE AMERICAN INSTITUTE OF ARCHITECTS, 1745 NEW YORK AVE. N.W. WASHINGTON, DC 20006-5292

Users may obtain validation of this document by requesting of the license a completed AIA Document D401- Certification of Document's Authenticity

Change Order No. 5

Date of Issuance:	Effective Date: 1/10/2023
Owner: City of North Liberty	Owner's Contract No.: N/A
Contractor: All American Concrete, Inc.	Contractor's Project No.: N/A
Engineer: Shive-Hattery, Inc.	Engineer's Project No.: 1201070
Project: Dubuque Street Phase 1	Contract Name: -

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

Description:

- 1) As described in ITC 25, an area of unsuitable subgrade in Phase 6 required overexcavation with triaxial geogrid, **1 LS at \$350.00**
- 2) As described in ITC 27, an existing fire hydrant, auxiliary valve and mainline gate valve required adjustment to finished grade along with replacement of a damaged valve housing, **1 LS \$3,527.96**

Attachments: AACI COR 11, COR 12

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ 2,341,680.00	Original Contract Times: Substantial Completion: <u>120 Working Days</u> Ready for Final Payment: <u>20 Working Days</u>
Increase from previously approved Change Order No.: (n/a) \$68,101.23	Increase from previously approved Change Orders: Substantial Completion: <u>N/A</u> Ready for Final Payment: _____
Contract Price prior to this Change Order: \$2,426,798.28	Contract Times prior to this Change Order: Substantial Completion: <u>120 Working Days</u> Ready for Final Payment: <u>20 Working Days</u>
Increase of this Change Order: \$3,877.96	Increase of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u>
Contract Price incorporating this Change Order: \$2,430,676.24	Contract Times with all approved Change Orders: Substantial Completion: <u>120 Working Days</u> Ready for Final Payment: <u>20 Working Days</u>

RECOMMENDED:		ACCEPTED:	
By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>
Engineer	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: Project Engineer	Title: _____	Title: <u>Vice President</u>	
Date: 1/03/23	Date: _____	Date: <u>1-3-23</u>	

PAYMENT APPLICATION

Page 1

TO:	City of North Liberty, Iowa 3 Quail Creek Circle North Liberty, Iowa 52317 Attn:	PROJECT NAME AND LOCATION:	Dubuque St. Phase 1--N.Liberty Dubuque Street Phase 1 North Liberty, Iowa 52317	APPLICATION #	9	Distribution to:	<input type="checkbox"/> OWNER
FROM:	All American Concrete, Inc. 1489 Highway 6 West Liberty, IA. 52776	ARCHITECT:	Shive Hattery, Inc. 2839 Northgate Drive Iowa City, Iowa 52245	PERIOD THRU:	12/19/2022	<input type="checkbox"/> ARCHITECT	
FOR:	Dubuque St. Phase 1			PROJECT #s:		<input type="checkbox"/> CONTRACTOR	
				DATE OF CONTRACT:	01/27/2022	<input type="checkbox"/>	

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	\$88,996.24
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$2,430,676.24
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$2,485,299.59
5. RETAINAGE:	
a. 5.00% of Completed Work (Columns D + E on Continuation Page)	\$122,542.39
b. 5.00% of Material Stored (Column F on Continuation Page)	\$1,722.59
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$124,264.98
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$2,361,034.61
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$2,284,184.64
8. PAYMENT DUE	\$76,849.97
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$69,641.64

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$85,118.28	\$0.00
Total approved this month	\$3,877.96	\$0.00
TOTALS	\$88,996.24	\$0.00
NET CHANGES	\$88,996.24	

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

CONTRACTOR: All American Concrete, Inc.

By: Jodi Simon Date: 1-3-23

Jodi Simon

State of: Iowa

County of: Muscatine

Subscribed and sworn to before

me this 3rd day of January

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..... \$76,849.97

(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: 1/3/2023

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.



Heritage Drainage Improvements Project

SHIVE-HATTERY, INC.

2839 Northgate Drive
Iowa City, Iowa 52245-9568
(319) 354-3040

QUOTATIONS

Client: City of North Liberty
Project Name: NL Heritage Drainage Improvements
S-H Project #: 2112202560

Bid Date: 21-Dec-22
Location: NL Streets Dept via email
Pages: 1

NAME AND ADDRESS OF BIDDER				Neuzil & Sons Inc. Grading Contractors 3691 James Ave SW Oxford, Iowa 52322		Dave Schmitt Construction 250 50th Avenue SW Cedar Rapids, Iowa 52404		Engineer's Estimate	
ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	MOBILIZATION	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 2,625.00	\$ 2,625.00	\$ 5,000.00	\$ 5,000.00
2	UNCLASSIFIED EXCAVATION	1	LS	\$ 15,800.00	\$ 15,800.00	\$ 20,532.00	\$ 20,532.00	\$ 14,000.00	\$ 14,000.00
3	REVETMENT, IDOT EROSION STONE	400	TON	\$ 63.00	\$ 25,200.00	\$ 41.00	\$ 16,400.00	\$ 70.00	\$ 28,000.00
4	CHAIN LINK FENCE, REMOVE & REINSTALL	1	LS	\$ 1,200.00	\$ 1,200.00	\$ 4,000.00	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00
5	SITE RESTORATION & SEEDING	1	LS	\$ 3,600.00	\$ 3,600.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
TOTAL BASE BID					\$ 48,300.00		\$ 48,557.00		\$ 54,000.00

Resolution No. 2023-01

**RESOLUTION ACCEPTING THE QUOTATION AND AUTHORIZING
EXECUTION OF THE CONTRACT FOR THE HERITAGE DRIVE
IMPROVEMENTS PROJECT, NORTH LIBERTY, IOWA**

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

WHEREAS, the City sought quotes for the Heritage Drive Drainage Improvements Project;

WHEREAS, two contractors submitted quotes for the project; and

WHEREAS, the low quote for the project was from Neuzil & Sons, Inc. Grading Contractors, in the amount of \$48,300.00; and

WHEREAS, "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.

NOW, THEREFORE, BE IT RESOLVED that the Heritage Drive Improvements Project is authorized and the quote from Neuzil & Sons Inc. Grading Contractors is hereby accepted and approved for the project at an amount of \$48,300.00 as set forth therein.

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

APPROVED AND ADOPTED this 10th day of January, 2023.

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 Way Paved Shoulders Project

PROPOSAL FOR SERVICES

TO: City of North Liberty

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

PROJECT NAME: Ranshaw Way Paved Shoulders Improvements

DATE: December 20, 2022

PROJECT DESCRIPTION: Design, bidding, and construction phase services for Ranshaw Way paved shoulders improvements from 240th Street to the northern city limit. Exhibits of the project location/concept improvements and concept phase project cost opinion are included with this proposal as attachments. Temporary construction easements or property acquisition is not anticipated for this project. The Concept Phase cost opinion for this project is \$321,000.

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

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

1. **Design Phase:** Design phase shall include the following services.
 - a. Base Mapping: We will provide a base map for the project. The base map will consist of aerial photography and Lidar surfacing. This will be used as the base map for the design plans.
 - b. Design Services: We will provide design services for the improvement project including traffic control plans. The design process/approach will include regular meetings with City staff.
 - c. Permitting: We will prepare and submit a DNR NPDES permit application.
 - e. Construction Documents: Construction documents will consist of preparing complete plans for public bidding and construction. The package will be reviewed and approved by City staff prior to authorization for public hearing and distribution to bidders.
 - f. Cost Opinion: We will prepare opinions of probable construction costs for the project. Updated cost opinions will be prepared and reviewed with City staff as a deliverable with each preliminary and final design phase submittal package.
 - g. Project Manual: We will prepare a project manual including bidding documents, construction contract, and technical project specifications for the project.
2. **Bidding Phase:** Services include preparation of bid documents, distribution of contract documents to potential bidders, provide clarification of documents and answer contractor questions, issue addenda as needed, attend bid opening, prepare tabulation of bids, and provide recommendation to the Owner regarding award of contract.



3. **Construction Phase:** Services include the following based upon an estimated one-month construction period.
- a. Prepare and distribute construction contract and Notice to Proceed.
 - b. Review form of contract, bonds, and insurance.
 - c. Schedule and facilitate a preconstruction meeting to communicate schedule and the administrative details of the project.
 - d. Provide construction observation at appropriate intervals to determine if the work is proceeding in general conformance with the contract documents.
 - e. Facilitate and participate with construction progress meetings.
 - f. Review contractor submittals. Issue clarifications and authorize changes to the contract documents. Negotiate and prepare change orders as needed.
 - g. Review payment applications and provide recommendation to Owner for payment.
 - j. Provide final review of work to determine if work has been completed satisfactorily. Prepare list of deficient items to the contractor as needed. Review final payment application, bonds, and provide recommendation to Owner for final acceptance.
 - k. Prepare Construction Record Drawings as provided by the Contractor and submit to the Owner.

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

1. Participation at design review meetings and review of design phase submittals. Provide authorization to proceed with final design and bid letting.
2. Schedule and conduct informational meeting(s) with property owners and the public as deemed necessary.
3. Provide daily construction observation services to monitor progress of the project and provide on-site communications with the Contractor, engineer, and adjacent property owners.

SCHEDULE: We will begin our services immediately after execution of this Agreement. The services will be completed in a timely manner.

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

Design & Bidding Phase	\$ 29,000	Lump Sum
Construction Phase	\$ 12,000	Hourly (estimated)
Reimbursable Expenses	\$ 200	As incurred (estimated)
Total	\$ 41,200	

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

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

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

ACKNOWLEDGEMENT OF OFFER AND ACCEPTANCE:

Proposal accepted and work is
authorized to proceed:

THE CITY OF NORTH LIBERY, IOWA

SHIVE-HATTERY, INC.

BY: _____

TITLE: _____

DATE ACCEPTED: _____

KPT/bad

Enc.: Standard Terms and Conditions
Ranshaw Paved Shoulders Concept Improvements Exhibit
Ranshaw Paved Shoulders Cost Opinion
Preliminary Schedule



Kevin P. Trom, P.E.
Project Manager

STANDARD TERMS AND CONDITIONS

PARTIES

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

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed Five Million Dollars (5,000,000). The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

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

INDEMNIFICATION

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

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

HAZARDOUS MATERIALS - INDEMNIFICATION

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

STANDARD OF CARE

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

BETTERMENT

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



RIGHT OF ENTRY

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

PAYMENT

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

TERMINATION

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

INFORMATION PROVIDED BY OTHERS

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

UNDERGROUND UTILITIES

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

CONTRACTOR MATTERS

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

SHOP DRAWING REVIEW

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with

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

OPINIONS OF PROBABLE COST

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

CONSTRUCTION OBSERVATION

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

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

OTHER SERVICES

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

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

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

DISPUTE RESOLUTION

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

EXCUSABLE EVENTS

S-H shall not be responsible or liable to CLIENT or CLIENT's contractors, consultants, or other agents for any of the following events or circumstances, or the resulting delay in S-H's services, additional costs and expenses in S-H's performance of its services, or other effects in S-H's services, stemming in whole or part from such events and circumstances (collectively, "Excusable Events" or, singularly, an "Excusable Event"): a change in law, building code or applicable standards; actions or inactions by a governmental authority; the presence or encounter of hazardous or toxic materials on the Project; war (declared or undeclared) or other armed conflict; terrorism; sabotage; vandalism; riot or other civil disturbance; blockade or embargos; explosion; abnormal weather; unanticipated or unknown site conditions; epidemic or pandemic (including but not limited to COVID-19), delays or other effects arising from government-mandated or government-recommended quarantines, closure of business, access, or travel; strike or labor dispute, lockout, work slowdown or stoppage; accident; act of God; failure of any governmental or other regulatory authority to act in a timely manner; acts or omissions by CLIENT or by any CLIENT's contractors, consultants or agents of any level on the project (including, without limitation, failure of the CLIENT to furnish timely

information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by CLIENT's contractors, consultants, or agents of any level); or any delays or events outside the reasonable control of S-H. When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for any actual or claimed damages incurred by CLIENT or CLIENT's contractors, consultants, or agents, S-H shall not be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably increase and extend S-H's time for performance of its services, as well as equitably increase the contract sum to compensate S-H for its increased labor, expenses, and other costs to perform its services, due to the Excusable Event.

ASSIGNMENT

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

SEVERABILITY, SURVIVAL AND WAIVER

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

GOVERNING LAW

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

EQUAL EMPLOYMENT OPPORTUNITY

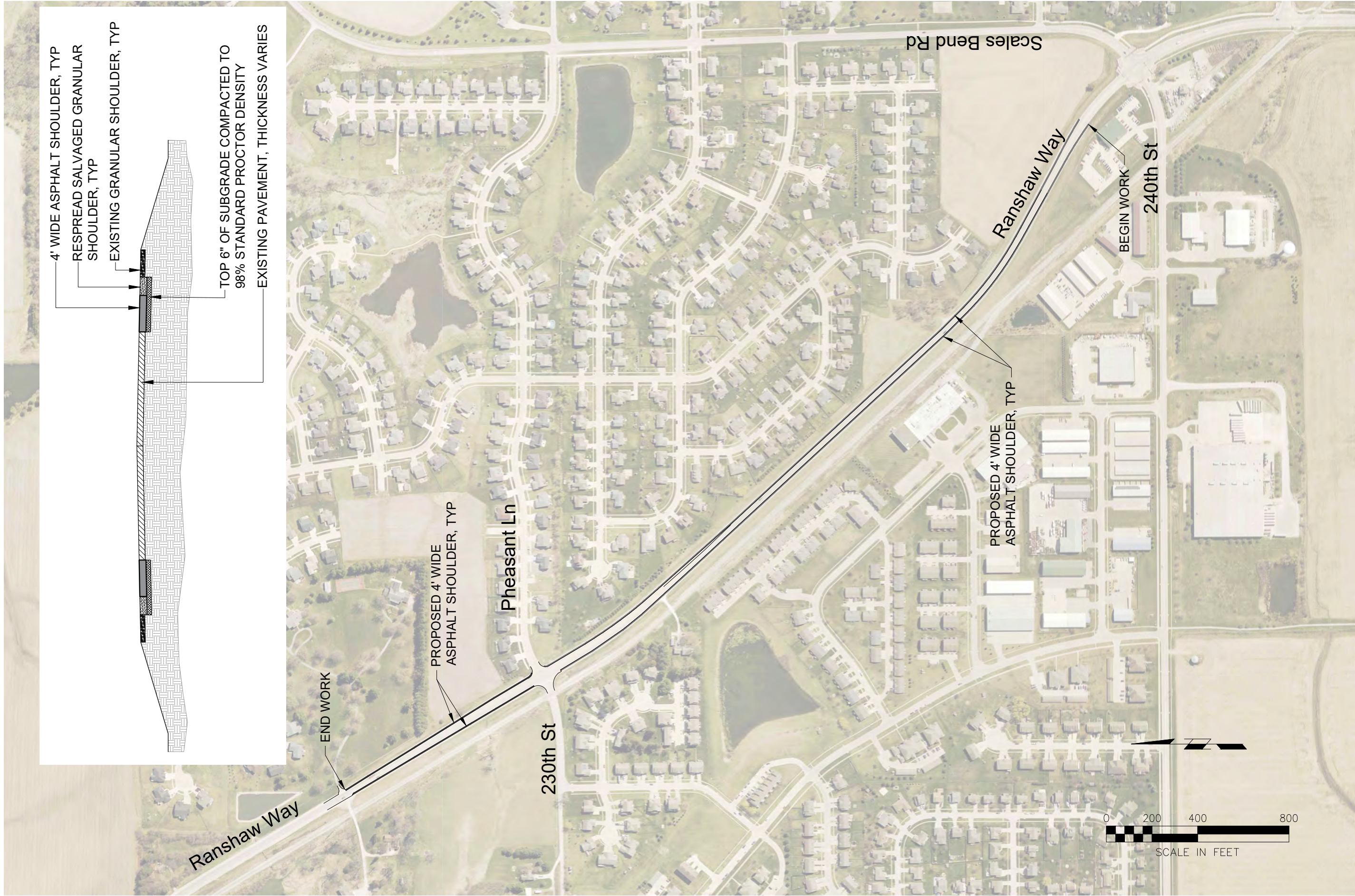
It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA),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

COMPLETE AGREEMENT

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

ACCEPTANCE

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



RANSHAW WAY PAVED SHOULDERS

SHIVE-HATTERY
ARCHITECTURE + ENGINEERING
2839 Northgate Drive | Iowa City, Iowa 52245
319.354.3040 | www.shive-hattery.com
Iowa | Illinois | Indiana | Nebraska | Wisconsin

PROJECT NO.
2112203680

SHEET NO.
EX.01

DATE	7/7/2022	SCALE
DRAWN	RMF	FIELD BOOK
APPROVED		REVISION

RANSHAW WAY Paved Shoulders - 240th St to northern City Limits
OPINION OF ANTICIPATED CONSTRUCTION COSTS
Concept Phase - 12/19/22

DESCRIPTION: 4-foot wide paved shoulders from 240th St to north City Limits - approx. 4750-feet (each side).

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED COST
1	EXCAVATION, CL 13	CY	850	\$ 35	\$ 29,750
2	4-FOOT WIDE HMA SHOULDER WIDENING, 7-inch thick	TON	1,650	\$ 100	\$ 165,000
3	GRANULAR SHOULDER, TYPE B	TON	250	\$ 40	\$ 10,000
4	PAINTED PAVEMENT MARKINGS, DURABLE (WHITE EDGE LINES)	STA	100	\$ 70	\$ 7,000
5	FLAGGERS	DAY	15	\$ 600	\$ 9,000
6	TRAFFIC CONTROL	LS	1	\$ 10,000	\$ 10,000
7	MOBILIZATION	LS	1	\$ 12,000	\$ 12,000
8	CONTINGENCY (15%)	LS	1	\$ 36,000	\$ 36,000
Sub-Total Construction					\$ 279,000
Engineering, Legal, Administration (15%)					\$ 41,850
TOTAL					\$ 321,000

NL Ranshaw Paved Shoulders
Project Schedule *Updated 12-20-22*

<u>Milestones</u>	<u>Date</u>
Approve Engineering Proposal	Jan 10, 2023
Base Map Completed	Jan 20, 2023
50% Submittal (Plans/Specs/Costs)*	Feb 3, 2023
Owner Review Meeting	Feb 10, 2023
100% Submittal (Plans/Specs/Costs)*	Feb 28, 2023
Owner Review Meeting	Mar 7, 2023
Issue Bid Documents	March 14, 2023
Public Hearing (Council Meeting)	March 28, 2023
Bid Opening (City Hall)	April 4, 2023 (10 am)
Award Construction Contract (Council Meeting)	April 11, 2023
Preconstruction meeting	May 2023
Substantial Completion	June 2, 2023
Final Completion	June 30, 2023

*Owner review meetings typically one week following submittal

**Easements and acquisitions are unknown at this time



Resolution No. 2023-03

**RESOLUTION APPROVING SERVICES AGREEMENT
BETWEEN THE CITY OF NORTH LIBERTY AND SHIVE-
HATTERY, INC. FOR THE RANSHAW WAY PAVED
SHOULDERS IMPROVEMENTS PROJECT**

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

WHEREAS, the shoulders on Ranshaw Way from 240th Street to the northern city limit remain gravel;

WHEREAS, construction of the repairs to reduce ongoing maintenance costs and increase safety;

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

NOW, THEREFORE, BE IT RESOLVED that the agreement presented by Shive-Hattery is approved for services relating to the Ranshaw Way Paved Shoulders Improvements Project at a lump sum of \$29,000 plus other fees up to a maximum of \$41,200 is hereby approved as set forth therein.

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

APPROVED AND ADOPTED this 10th day of January, 2023.

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



Sanitary Sewer Easements

OWNER'S CERTIFICATE AND DEDICATION

BOWMAN PROPERTY, LLC, an Iowa limited liability company, does hereby certify and state that it is the owner, proprietor and holder of the title to the real estate situated in North Liberty, Johnson County, Iowa, described upon Exhibit "A", attached hereto and by this reference made a part hereof.

The easements shown on said plats attached hereto are hereby dedicated to the public as provided in Chapter 354 of the 2021 Code of Iowa, as amended.

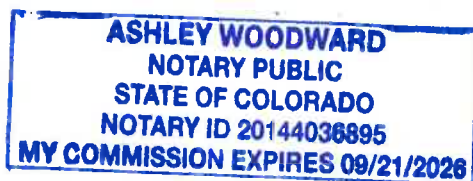
DATED this 7th day of December, 2022.

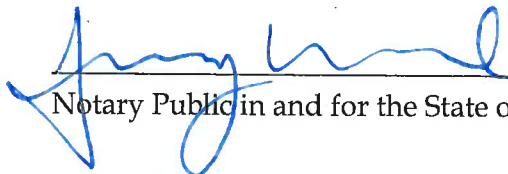
BOWMAN PROPERTY, LLC

By: 
Alan Marks, Manager

STATE OF COLORADO)
)
COUNTY OF Summit) SS:

This instrument was acknowledged before me on December 7th, 2022, by ALAN MARKS as Manager of BOWMAN PROPERTY, LLC.




Notary Public in and for the State of Colorado

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

**PUBLIC EASEMENT AGREEMENT
(SANITARY SEWER EASEMENT)**

This agreement is made and entered into by and between BOWMAN PROPERTY, LLC, owner of the real estate described herein, (hereinafter referred to as "Property Owner," which expression shall include his agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar (\$1.00) plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a permanent easement (Division I) for the public purpose of extending, constructing and maintaining the City's sanitary sewer systems and related infrastructure (the "Project"), under, over, through and across the areas described in the attached Exhibit A.

DIVISION I – PERMANENT SANITARY SEWER EASEMENT

Further, the Property Owner and the City agree that:

1. The permanent easement area being granted and conveyed by this Agreement is depicted and legally described in Exhibit A, which is attached and fully incorporated herein.
2. The City has the right to excavate in the permanent easement area as the City may find reasonably necessary.
3. The City has the right to construct and maintain the Project with such structures as the City shall from time to time elect. The City shall promptly backfill any trench made by it, and repair any damage caused by the City within the easement area, except that the City will not be required to or liable for the costs of re-paving of any paved area which was excavated for maintenance.
4. The Property Owner shall not erect any landscaping, fences, or structures over, under or within

the permanent easement area without obtaining the prior written approval of the City Engineer. Even with such approval, if the Property Owner paves or otherwise obstructs access to the easement area, the City shall have the right to excavate or remove such obstruction as the City deems reasonably necessary, and the City shall not be obligated to restore any paving disturbed by such excavation or removal.

5. The City shall not fence any part of the permanent easement area, unless otherwise agreed in writing by the parties.
6. The Property Owner shall not change the grade, elevation or contour of any part of the permanent easement area without obtaining the prior written consent of the City Engineer.
7. The City shall have the right of access to the permanent easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the permanent easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the permanent easement area.
8. The City's rights under the permanent easement granted and conveyed herein by the Owner run indefinitely with the land.

DIVISION II – GENERAL

The Property Owner does hereby covenant with the City that the Property Owner holds said real estate described in this easement by title in fee simple; that the Property Owner has good and lawful authority to convey the same; and that the Property Owner covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

[Signature pages follow]

Dated this 20 day of September, 2022.

PROPERTY OWNER:

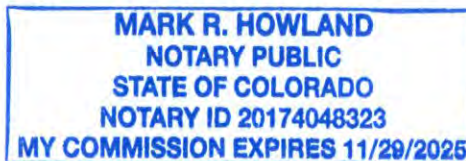
Signed: _____

Alan Marks, Member
Bowman Property, LLC

STATE OF COLORADO, SUMMIT COUNTY: ss

On this 20th day of September, 2022, before me, the undersigned, a Notary Public in and for the State of Colorado, personally appeared Alan Marks, in his capacity as member of Bowman Property, LLC, an Iowa limited liability company, and who, being by me duly sworn, acknowledged the execution of this instrument to be his voluntary act and deed, and the act and the deed of said company.

Notary Public in and for said State



CITY:

Signed: _____
Chris Hoffman, Mayor

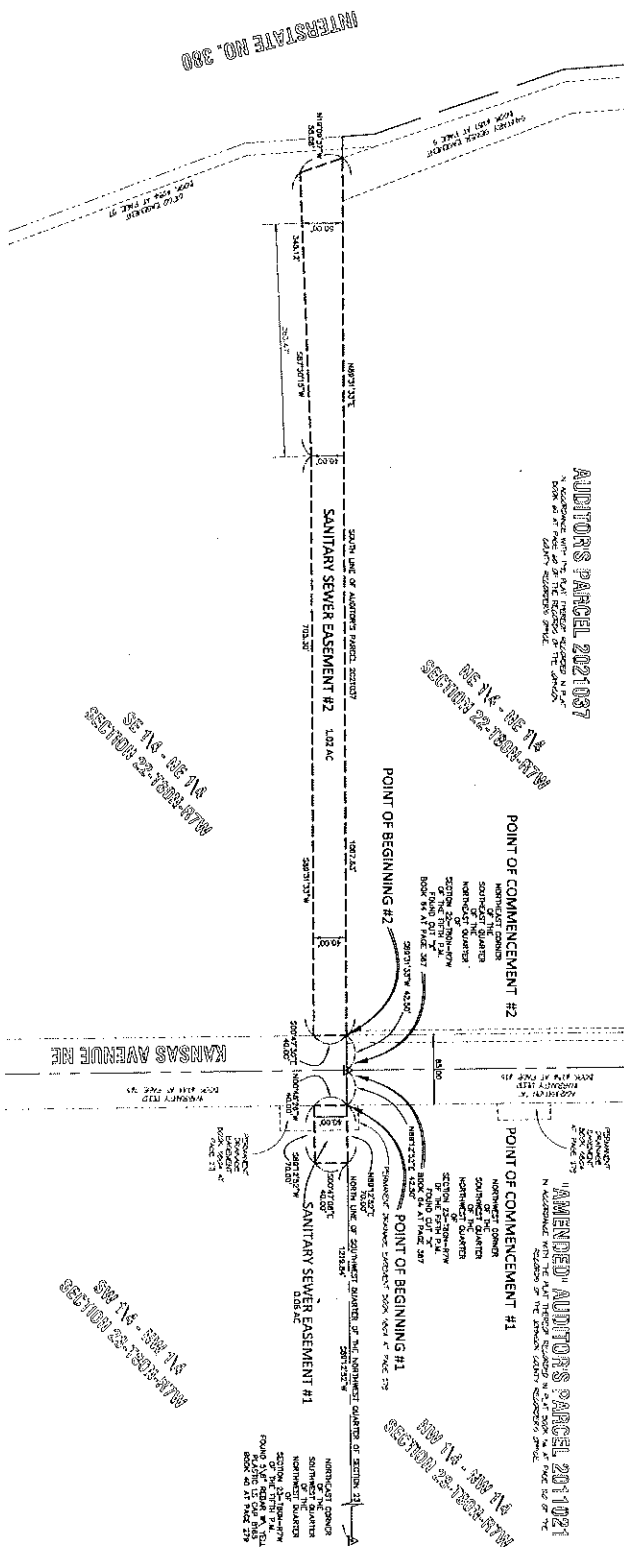
Attest: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 20____, 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 _____, 20____, 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

EXHIBIT A

[illegible]

Commencing at the Northeast Corner of the Northeast Quarter of Section 22, Township 60 North, Range 7 West, of the Fifth Principal Meridian, Northern Liberty, Johnson County, Iowa; Thence S89°31'33"W., along the North Line of said Southeast Quarter of the Northeast Quarter, 42.50 feet, to a point on the West Right-of-Way Line of Kansas Avenue, and the Point of Beginning; Thence S00°47'30"E., along said West Right-of-Way Line, 40.00 feet; Thence S89°31'33"W., along a line parallel with and 40.00 feet from Kansas Avenue, to the Point of Beginning; Thence S00°47'30"E., along said West Right-of-Way Line, 40.00 feet; Thence S89°31'33"W., along a line parallel with and 40.00 feet from Kansas Avenue, to the Point of Beginning; Thence S00°47'30"E., along said West Right-of-Way Line, 40.00 feet; Thence S89°31'33"W., along a line parallel with and 40.00 feet from Kansas Avenue, to the Point of Beginning.

Normally distant Southerly from the South Line of Auditor's Parcel 2021037, in accordance with the Plat thereof recorded in Plat Book 65 at Page 60 of the Records of the Johnson County Recorder's Office, 7053 foot, Thence S87°30'15"W., 345.12 feet, Thence N10°39'37"W., 55.08 feet, to a Point on the South Line of said Auditor's Parcel 2021037; Thence N88°51'33"E., along said South Line, 1067.53 feet, to the Point of Beginning. Said Permanent Sanitary Sewer Easement contains 1.02 Acres, and is subject to easements and restrictions of record.

333

CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS

LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS

1917 S. GILBERT ST.
JOHN CITY, INDIANA 46204
(317) 351-6225

WWW.333ARCHITECTS.COM

NORTH LIBERTY
JOHNSON COUNTY
IOWA

Designed by	KJB	Paid Book No.	1321
Drawn by	RLW	Scale	1"=100'
Checked by	RIN	Sheet No.	1
Project No.	IDWA CITY		
9828-003			

Resolution No. 2023-04

A RESOLUTION APPROVING THE PUBLIC EASEMENT AGREEMENT (SANITARY SEWER EASEMENT) AND DEDICATION BETWEEN BOWMAN PROPERTY, LLC AND THE CITY OF NORTH LIBERTY

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

WHEREAS, the City of North Liberty has sanitary sewer utility infrastructure through property owned by Bowman Property, LLC;

WHEREAS, a permanent easement is necessary to extend, construct, and maintain the City's sanitary sewer systems and related infrastructure;

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

NOW, THEREFORE, BE IT RESOLVED that that the attached agreement and dedication between the City of North Liberty and Bowman Property, LLC is approved for sanitary sewer utility infrastructure, North Liberty, Iowa.

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

APPROVED AND ADOPTED this 10th day of January, 2023.

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:
Ryan J. Prahm
Pugh Hagan Prahm, PLC

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

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

ASSIGNMENT, DEDICATION AND STATEMENT OF CONSENT

THIS AGREEMENT is made and entered into by and between Physician's Building Group, LLC ("Owner"), which expression shall include its successors in interest and assigns, and the City of North Liberty, Iowa (the "City"), which expression shall include its successors in interest and assigns.

RECITALS

- A. Owner has installed or caused to be installed a sanitary sewer as shown by the easement plat attached hereto as Exhibit A, recorded in Book 6287, Page 5 of the Johnson County Recorder's Office (the "Easement").
- B. Owner now wishes to assign, dedicate and convey said sanitary sewer to the City and also assign, dedicate and convey the Easement to the City.
- C. Owner does hereby certify and state that it is the owner of the following described real estate situation in Johnson County, Iowa, to-wit:

Auditor's Parcel No. 2021037, according to the plat thereof
recorded in Book 65, Page 60, Plat Records of Johnson County, Iowa.

THEREFORE, in consideration of the Recitals and other valuable consideration, the receipt of which is hereby acknowledged by the parties, the parties agree as follows:

- 1. By execution of this Agreement, Owner hereby assigns, dedicates and conveys the sanitary sewer and any and all rights it may have in said sanitary sewer to the City.
- 2. Owner hereby assigns, dedicates and conveys the Easement and all of its rights, duties and obligation under the Easement to the City.
- 3. By its signature below City acknowledges the assignment, dedication and conveyance from Owner to the City.

Dated this 6 day of December 2022.

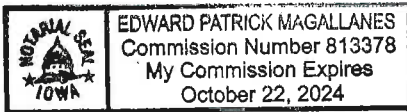
[Signature pages follow]

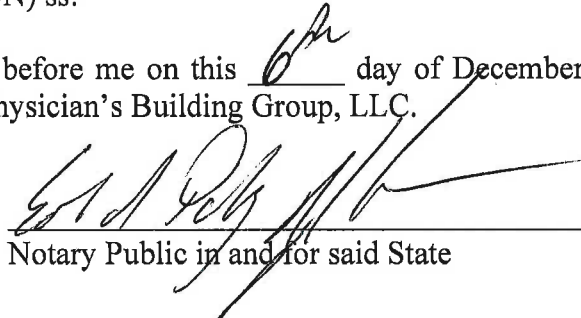
Physician's Building Group, LLC

By: 
Brent Overton, MD, Manager

STATE OF IOWA, COUNTY OF JOHNSON) ss:

This instrument was acknowledged before me on this 6th day of December 2022, by Brent Overton, MD, Manager of Physician's Building Group, LLC.




Notary Public in and for said State

CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman, Mayor

ATTEST: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Chris Hoffman and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation; and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the ____ day of _____, 2021; 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

EXHIBIT "A"
See attached

Cash



Doc ID: 028241920004 Type: GEN
 Kind: EASEMENT
 Recorded: 09/16/2021 at 10:44:00 AM
 Fee Amt: \$22.00 Page 1 of 4
 Johnson County Iowa
 Kim Painter County Recorder

BK 6287 PG 5-8

SPACE ABOVE THIS LINE FOR RECORDER

Preparer/Return	Joseph T. Moreland	120 E. Washington St.	Iowa City, Iowa 52240-3924	319-337-9606
Address:	Individual's Name	Street Address	City/State/Zip	Phone

SANITARY SEWER EASEMENT AGREEMENT

Auditor's Parcel 2021037 according to the Plat of Survey recorded in Book 65, Page 60, Plat Records of Johnson County, Iowa. ("AP2021037")

THIS AGREEMENT, made and entered into by and between Bowman Property, LLC. as the owner of Auditor's Parcel No. 2021037 as described above ("AP Owner") and Bowman Property, LLC, as the owner of property south of Auditor's Parcel No. 2021037 ("South Property Owner") that will benefit by a sanitary sewer line being run across AP2021037, which expression shall include its successors in interest and assigns.

It is hereby agreed as follows:

For the sum of \$1.00 plus other valuable consideration, the receipt of which is hereby acknowledged, AP Owner hereby grants and conveys to the South Property Owner an easement for the purposes of excavating for and the installation, replacement, maintenance and use of such sanitary sewer, sewage lines, pipes, mains, and conduits as the South Property Owner and/or the City of North Liberty ("City") shall from time to time elect for conveying sewage, with all necessary appliances and fittings, for the use in connection with said lines, together with adequate protection therefor, and also a right of way, with the right of ingress and egress thereto, over and across the area designated as "Sanitary Sewer Easement" as shown on the attached Sanitary Sewer Easement plat, attached hereto is Exhibit "A" and incorporated herein by reference, hereafter described as "easement area." The AP Property Owner acknowledges, understands, and approves that after the installation of any and all improvements in the easement area that the South Property Owner will dedicate the public improvements and convey certain easement rights as part of that dedication to the City.

AP Owner further grants to the South Property Owner:

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

The South Property Owner or City shall promptly backfill any trench made by it, and repair any damages caused by the South Property Owner or City within the easement areas. The South Property Owner or City shall

indemnify AP Owner against unreasonable loss or damage which may occur in the negligent exercise of the easement rights by the South Property Owner or City. Except as expressly provided herein, the South Property Owner or City shall have no responsibility for maintaining the easement areas.


AP Owner reserves the right to use said easement areas for purposes which will not interfere with the South Property Owner or City's full enjoyment of the rights hereby granted; provided that the AP Owner shall not erect or construct any building, fence, retaining wall, or other structure, plant any trees, drill or operate any well, or construct any reservoir or other obstruction on said areas, or diminish or substantially add to the ground cover over said easement areas. Any such improvements placed in the easement area, with or without South Property Owner or City approval, may be removed by the South Property Owner or City without compensation or replacement.

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


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

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

AP OWNER
BOWMAN PROPERTY, LLC

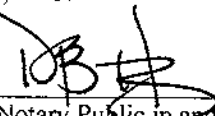
By: 
Alan Marks, Manager – Member

SOUTH PROPERTY OWNER
BOWMAN PROPERTY, LLC

By: 
Alan Marks, Manager – Member

STATE OF COLORADO, Summit COUNTY, ss:

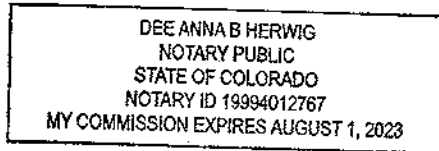
This instrument was acknowledged before me on this 15th day of September, 2021 by Alan Marks, Manager – Member of Bowman Property, LLC.


Notary Public in and for the state of Colorado.

DEE ANNA B HERWIG
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19994012767
MY COMMISSION EXPIRES AUGUST 1, 2023

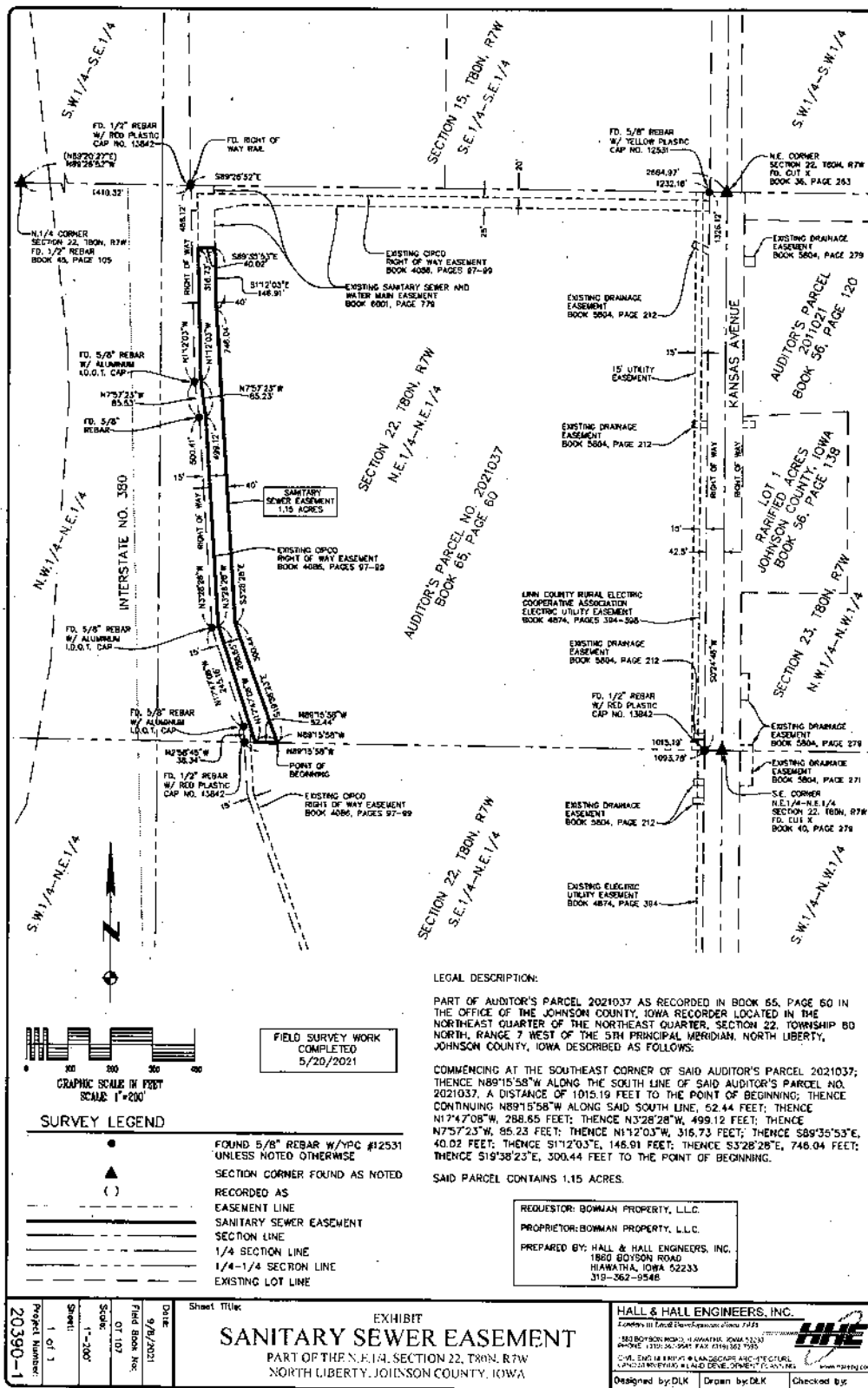
STATE OF COLORADO, Summit COUNTY, ss:

This instrument was acknowledged before me on this 15th day of September, 2021 by Alan, Marks,
Manager - Member of Bowman Property, LLC.



[Signature]
Notary Public in and for the state of Colorado.

Exhibit A



Resolution No. 2023-05

**A RESOLUTION APPROVING THE ASSIGNMENT,
DEDICATION AND STATEMENT OF CONSENT BETWEEN
PHYSICIAN'S BUILDING GROUP, LLC AND THE CITY OF
NORTH LIBERTY**

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

WHEREAS, the City of North Liberty has sanitary sewer utility infrastructure through property owned by Physician's Building Group, LLC;

WHEREAS, a permanent easement is necessary to extend, construct, and maintain the City's sanitary sewer systems and related infrastructure;

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

NOW, THEREFORE, BE IT RESOLVED that that the attached Assignment, Dedication and Statement of Consent between the City of North Liberty and Physician's Building Group, LLC is approved for sanitary sewer utility infrastructure, North Liberty, Iowa.

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

APPROVED AND ADOPTED this 10th day of January, 2023.

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



A & M Zoning Amendment Number 1



November 1, 2022

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

Re: Request of A & M Development, LLC for a zoning map amendment (rezoning) from O-RP Office and Research Park District to C-3 Higher-Intensity Commercial District on 6.57 acres. The property located on the west side of Landon Road approximately 1,000 feet west of North Kansas Avenue.

Mayor Hoffman:

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

Finding:

1. The rezoning request from O-RP Office and Research Park to C-3 Higher-Intensity Commercial District would achieve 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 rezoning to the City Council with a recommendation for approval.

The vote for approval was 5-0.

Jason Heisler, Vice Chairperson
City of North Liberty Planning Commission



To **City of North Liberty Planning Commission**
From **Ryan Rusnak, AICP**
Date **October 28, 2022**
Re **Request of A & M Development, LLC for a zoning map amendment (rezoning) from O-RP Office and Research Park District to C-3 Higher-Intensity Commercial District on 6.57 acres. The property located on the west side of Landon Road approximately 1,000 feet west of North Kansas Avenue.**

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

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

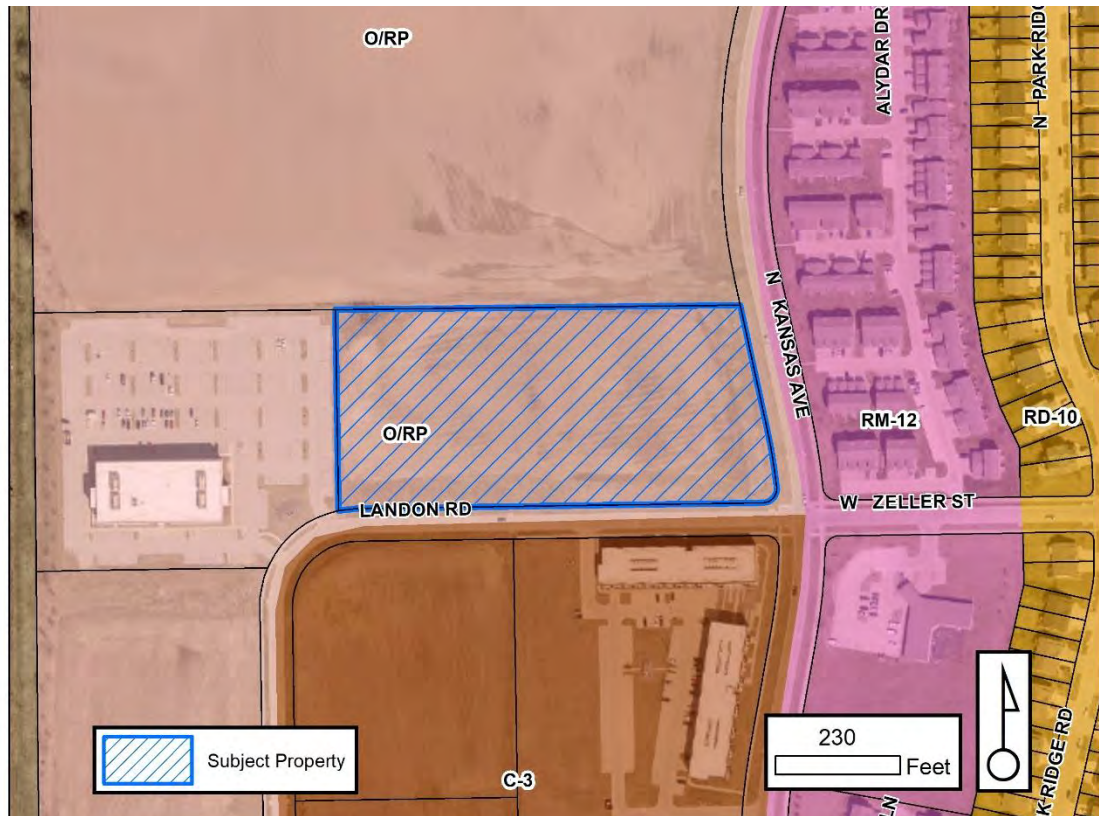
1. Request Summary:

This rezoning request would facilitate development of the property with multi-unit residences and higher-intensity commercial/residential uses.

2. Proposed Zoning:

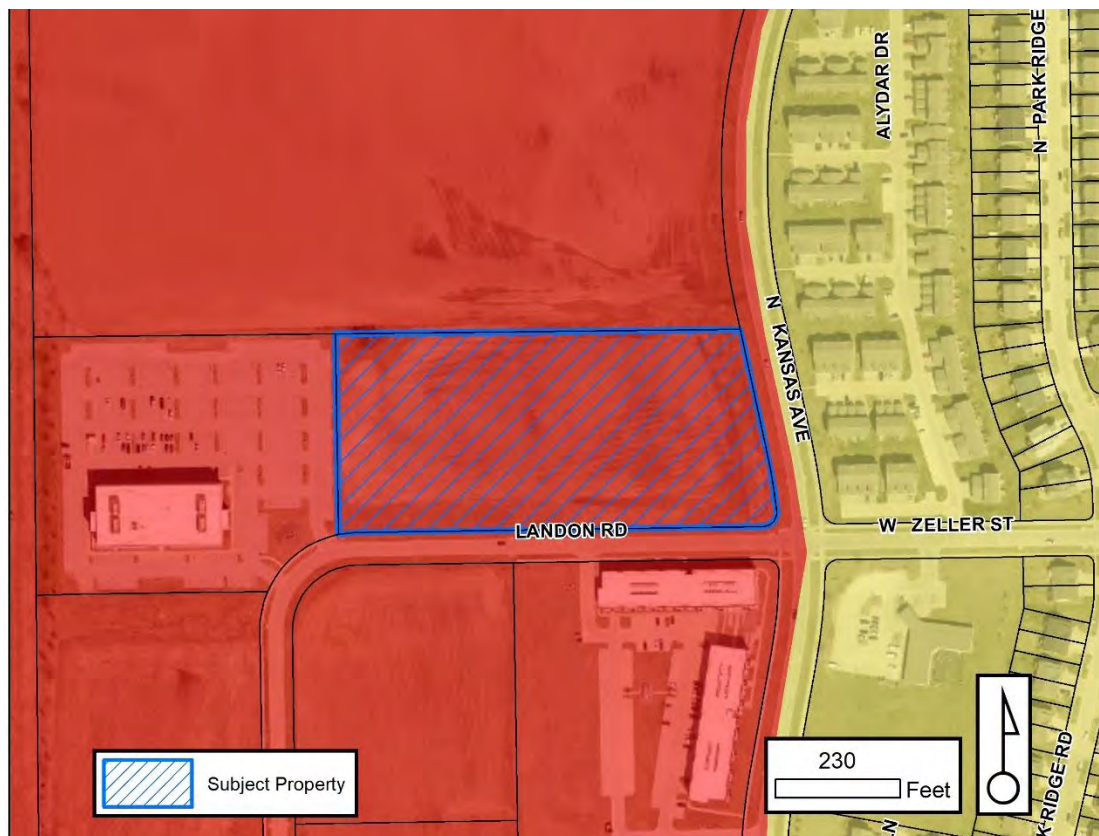
C-3 Higher-Intensity Commercial District.

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.



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

Relevant Comprehensive Plan Policies Related to Land Use:

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

4. Public Input:

Good neighbor meetings were held on October 18, 2022. A couple people outside of City staff and the applicant attended the virtual meeting and just had general questions. There are no formal objection to the request.

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.

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

It is staff's opinion that the proposed zonings would be compatible with the area.

(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.

Office research parks have been a declining trend, which has been exasperated by Covid-19. Staff envisions the O-RP zoning being deleted as a zoning district and being replaced with other relevant zoning districts.

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

This is not applicable.

(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 along North Kansas Avenue, which is a minor arterial road. 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 O-RP Office and Research Park to C-3 Higher-Intensity Commercial District would achieve 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 (rezoning) from O-RP Office and Research Park District to C-3 Higher-Intensity Commercial District on 6.57 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. 2022-26

AN ORDINANCE AMENDING THE ZONING MAP DISTRICT DESIGNATION FOR CERTAIN PROPERTY LOCATED IN NORTH LIBERTY, IOWA FROM O/RP OFFICE AND RESEARCH PARK DISTRICT TO 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 6.57 acres, more or less, as C-3 Higher Intensity Commercial District for property particularly described as follows:

Lot 6 of The Villas at Liberty Executive Part – Part Six, North Liberty, Johnson County, Iowa, in accordance with the Plat thereof, Recorded in Plat Book 61, Page 157 in the records of the Johnson County Recorder's Office;

SECTION 2. CONDITIONS IMPOSED. At the November 1, 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 November 22, 2022.
Second reading on December 13, 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. 2022-26 in *The Gazette* on the ____ of _____, 20____.

TRACEY MULCAHEY, CITY CLERK



A & M Zoning Amendment Number 2



November 1, 2022

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

Re: Request of A & M Development, LLC for a zoning map amendment (rezoning) from O-RP Office and Research Park District to C-3 Higher-Intensity Commercial District on 5.94 acres. The property is located on the west side of Landon Road approximately 1,000 feet west of North Kansas Avenue.

Mayor Hoffman:

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

Finding:

1. The rezoning request from O-RP Office and Research Park to C-3 Higher-Intensity Commercial District would achieve 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 rezoning to the City Council with a recommendation for approval.

The vote for approval was 5-0.

Jason Heisler, Vice Chairperson
City of North Liberty Planning Commission



To **City of North Liberty Planning Commission**
From **Ryan Rusnak, AICP**
Date **October 28, 2022**
Re **Request of A & M Development, LLC for a zoning map amendment (rezoning) from O-RP Office and Research Park District to C-3 Higher-Intensity Commercial District on 5.94 acres. The property is located on the west side of Landon Road approximately 1,000 feet west of North Kansas Avenue.**

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

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

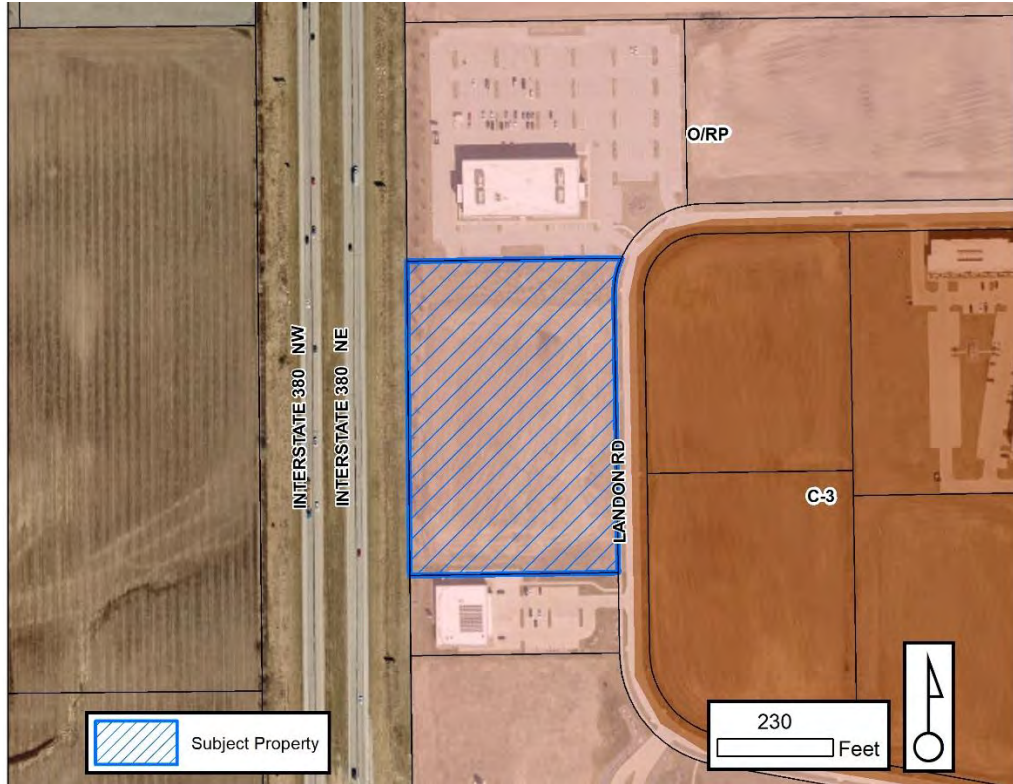
1. Request Summary:

This rezoning request would facilitate development of the property with multi-unit residences and higher-intensity commercial/residential uses.

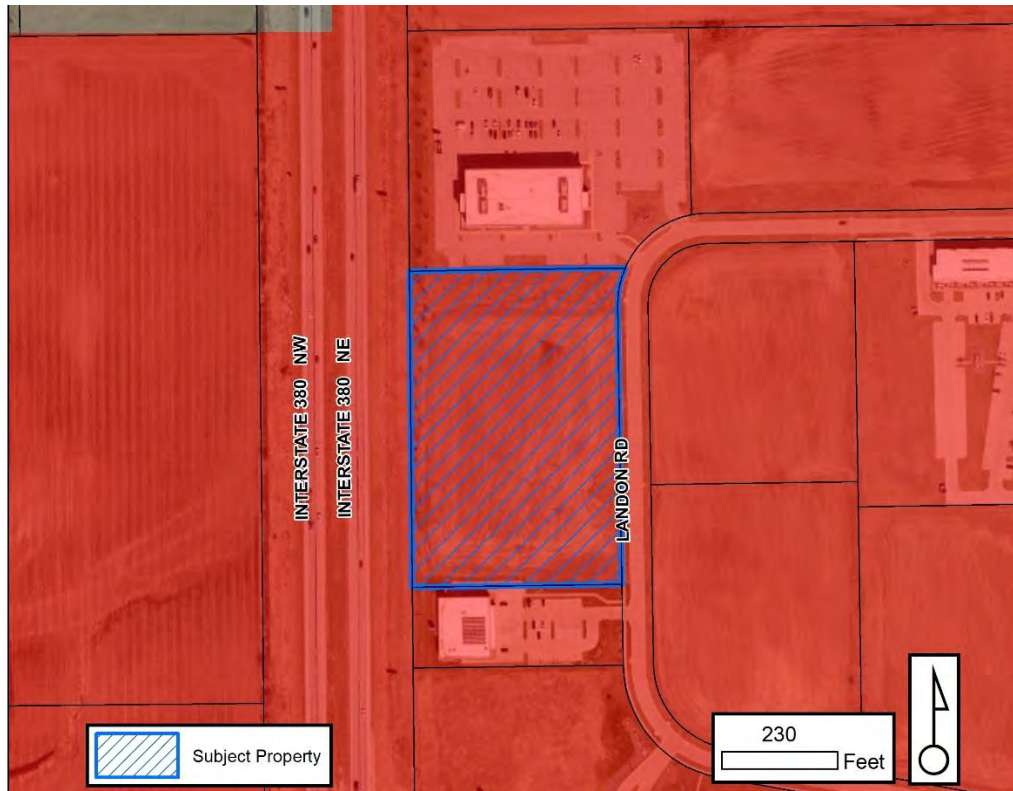
2. Proposed Zoning:

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.



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

Relevant Comprehensive Plan Policies Related to Land Use:

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

4. Public Input:

Good neighbor meetings were held on October 18, 2022. A couple people outside of City staff and the applicant attended the virtual meeting and just had general questions. There are no formal objection to the request.

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.

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

It is staff's opinion that the proposed zonings would be compatible with the area.

(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.

Office research parks have been a declining trend, which has been exasperated by Covid-19. Staff envisions the O-RP zoning being deleted as a zoning district and being replaced with other relevant zoning districts.

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

This is not applicable.

(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 adjacent to North Kansas Avenue, which is a minor arterial road. 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 O-RP Office and Research Park to C-3 Higher-Intensity Commercial District would achieve 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 (rezoning) from O-RP Office and Research Park District to C-3 Higher-Intensity Commercial District on 5.94 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. 2022-27

AN ORDINANCE AMENDING THE ZONING MAP DISTRICT DESIGNATION FOR CERTAIN PROPERTY LOCATED IN NORTH LIBERTY, IOWA FROM O/RP OFFICE AND RESEARCH PARK DISTRICT TO 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 5.94 acres, more or less, as C-3 Higher Intensity Commercial District for property particularly described as follows:

Lot 1 of The Villas at Liberty Executive Part – Part Six, North Liberty, Johnson County, Iowa, in accordance with the Plat thereof, Recorded in Plat Book 61, Page 157 in the records of the Johnson County Recorder's Office, except that part described as Auditor's Parcel 2017104 as recorded Book 61, Page 234 of the records of the Johnson County Recorder's Office.;

SECTION 2. CONDITIONS IMPOSED. At the November 1, 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 November 22, 2022.

Second reading on December 13, 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. 2022-27 in *The Gazette* on the ____ of _____, 20__.

TRACEY MULCAHEY, CITY CLERK



Zoning Code Amendment



To **City of North Liberty Planning Commission**
From **Ryan Rusnak, AICP**
Date **October 28, 2022**
Re **Request of the City of North Liberty for an Ordinance amending Chapter 168 (Zoning Code – Development Regulations) and Chapter 169 (Zoning Code – Zoning District Regulations) of the North Liberty Code of Ordinances by amending the use matrix and a use definition, by amending off-street parking and loading setbacks and off-street parking 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

1. Request Summary:

This Ordinance would correct minor oversights and adapt to changing land use trends.

2. Public Input:

No public input has been received.

3. Staff Recommendation:

Finding:

1. The proposed Ordinance would correct minor oversights and adapt to changing land use trends.

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.

Suggested Motion:

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

Request of the City of North Liberty for an Ordinance amending Chapter 168 of the North Liberty Code of Ordinances (Zoning Code – Zoning District Regulations) by amending Table 168.06 by adding “fueling station” as a permitted use in the C-3 Higher Intensity Commercial District, by amending Section 168.07 by amending the definition of “research and development facility” to include the use testing, by amending Chapter 169 of the North Liberty Code of Ordinances (Zoning Code – Development Regulations) by amending Table 169.01-B by adding and amending off-street parking and Loading setbacks in certain districts and by amending Table 169.01-C by deleting the use “vehicle repair, major or minor” and corresponding minimum regarding parking spaces and adding the use “automotive repair, major or minor” and corresponding minimum regarding parking spaces.

Section 1. 168.06 Table 168.06

ORDINANCE NO. _____

REQUEST OF THE CITY OF NORTH LIBERTY FOR AN ORDINANCE AMENDING CHAPTER 168 OF THE NORTH LIBERTY CODE OF ORDINANCES (ZONING CODE – ZONING DISTRICT REGULATIONS) BY AMENDING TABLE 168.06 BY ADDING “RESEARCH AND DEVELOPMENT FACILITY” AS A PERMITTED USE IN THE C-2-A HIGHWAY COMMERCIAL DISTRICT AND C-3 HIGHER INTENSITY COMMERCIAL DISTRICT AND “FUELING STATION” AS A PERMITTED USE IN THE C-3 HIGHER INTENSITY COMMERCIAL DISTRICT, BY AMENDING SECTION 168.07 BY AMENDING THE DEFINITION OF “RESEARCH AND DEVELOPMENT FACILITY” TO INCLUDE THE USE TESTING, BY AMENDING CHAPTER 169 OF THE NORTH LIBERTY CODE OF ORDINANCES (ZONING CODE – DEVELOPMENT REGULATIONS) BY AMENDING TABLE 169.01-B BY ADDING AND AMENDING OFF-STREET PARKING AND LOADING SETBACKS IN CERTAIN DISTRICTS AND BY AMENDING TABLE 169.01-C BY DELETING THE USE “VEHICLE REPAIR, MAJOR OR MINOR” AND CORRESPONDING MINIMUM REGARDING PARKING SPACES AND ADDING THE USE “AUTOMOTIVE REPAIR, MAJOR OR MINOR” AND CORRESPONDING MINIMUM REGARDING PARKING SPACES.

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

SECTION 1. AMENDMENT OF SECTION 168.06. Table 168.06 within Section 168.06 of the Code of Ordinances 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	O/R/P	I-1	I-2	I-P	P
1. Adult Entertainment													C		
2. Agricultural Experience	C														
3. Agriculture	P														
4. Amusement Facility – Indoor						C	P	P	P	P					
5. Amusement Facility – Outdoor										C					
6. Animal Care Facility						P	P	P	P			P			
7. Animal Shelter												C			C
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		C													
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	
16. Car Wash								P	P						
17. Child Care Center						P	P	P	P	P	P			P	P
18. Child Care Home		P			P										
19. Child Development Home		P													
20. Community Center						P	P	P	P	P				P	P
21. Community Pantry	C	C	C	C		C	P	P	P						
22. Cultural Facility						P	P	P	P	P					P
23. Distillery, Micro						P	P	P	P	P				P	
24. Drive-Through Facility						C	P	P	P	P	P			P	
25. Dwelling – Manufactured Home					P										
26. Dwelling – Mixed Use						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	O/R/P	I-1	I-2	I-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		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	
49. Industrial - General												P	P		

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

<u>Use</u>	<u>ID</u>	<u>RS</u>	<u>RD</u>	<u>RM</u>	<u>R-MH</u>	<u>C-1-A</u>	<u>C-1-B</u>	<u>C-2-A</u>	<u>C-2-B</u>	<u>C-3</u>	<u>O/R/P</u>	<u>I-1</u>	<u>I-2</u>	<u>I-P</u>	<u>P</u>
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	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

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

SECTION 2. AMENDMENT OF SECTION 168.07. Table 168.07(66) (use for Research and Development Facility) of the Code of Ordinances is amended to read as follows:

66. Research and Development Facility.

- A. Defined. Research and development facility means an establishment where research, ~~and~~ development ~~and/or testing~~ is conducted in industries that include, but are not limited to, biotechnology, pharmaceuticals, medical instrumentation or supplies, communication, and information technology, electronics and instrumentation, and computer hardware and software. A research and development establishment may create prototypes of products, but may not manufacture products for direct sale and distribution from the premises.
- B. Use Standards. None.

SECTION 3. AMENDMENT OF SECTION 169.01. Table 169.01-B and Table 169.01-C within Section 169.01 of the Code of Ordinances are amended to read as follows:

Table 169.01-B: Off-Street Parking and Loading Setbacks			
District	Right-Of-Way Line	Side Lot Line	Rear Lot Line
ID, RS, RD	25 feet ¹	3 feet ²	3 feet
R-MH	10 feet ³	5 feet	5 feet
RM, C, LP	10 feet	5 feet	5 feet
O/RP	25 feet	10 feet	10 feet
↓	10 feet	5 feet	5 feet
<ol style="list-style-type: none"> 1. Off-street parking areas may be within the front yard, but shall not occupy greater than 50 percent of the required front yard and shall not provide greater than one parking space in addition to that provided in the travel portion of the driveway. 2. No setback required on an interior side lot line for two-unit dwelling buildings. 3. Off-street parking areas may be within the front yard. 4. In any district where off-street joint access is provided, the required setback on an interior side lot line may be reduced if a joint access easement agreement is recorded between the two lots. 			

Table 169.01-C: Off-Street Vehicle Parking Requirements SF = Square Feet, DU = Dwelling Unit, GFA = Gross Floor Area	
USE	MINIMUM REQUIRED VEHICLE SPACES
Adult Entertainment	1 per 300SF GFA
Amusement Facility, Indoor	1 per 200SF GFA
Amusement Facility, Outdoor	1 per 1000SF GFA
Animal Car Facility	1 per 350SF GFA
Bar	1 per 200SF GFA
Body Art Establishment	1 per 500SF GFA
Broadcasting Studio	1 per 1,000SF GFA

Table 169.01-C: Off-Street Vehicle Parking Requirements SF = Square Feet, DU = Dwelling Unit, GFA = Gross Floor Area	
USE	MINIMUM REQUIRED VEHICLE SPACES
Car Wash	1 per car wash bay + 3 stacking spaces per bay
Child Care Center	1 per 500SF GFA
Community Building	1 per 350SF GFA
Community Pantry	1 per 500SF GFA
Dwelling, Duplex	2 per DU
Dwelling, Manufactured Home	2 per DU
Dwelling, Multiple-Unit	
Studio and 1 bedroom	1.5 per DU
Two bedroom	1.5 per DU
Over two bedroom	2 per DU + .5 for each bedroom over 2
Dwelling, Single-Unit (Detached and Zero Lot Line)	2 per DU
Dwelling, Townhouse	2 per DU
Dwelling, Two-Unit	2 per DU
Education Facility, Primary or Secondary	
Elementary and/or Junior High	3 per each classroom + 3 per office
High School	6 per classroom + 4 per office
Education Facility, University or College	2 per classroom + 2 per office + 1 per 4 students of maximum enrollment
Education Facility, Vocational	2 per classroom + 2 per office + 1 per 8 students of maximum enrollment
Financial Institution	1 per 350SF GFA
Fireworks, Retail Sales of	1 per 500SF GFA
Fueling Station	1 per pump/charging position + 1 per 500SF GFA of structure
Funeral Home	1 per 200SF GFA of public space
Golf Course/Driving Range	4 per golf hole and/or 4 per tee of driving range
Greenhouse/Nursery - Retail	1 per 500SF GFA of indoor space + 1 per 1,000SF of outdoor space
Group Home	1 per 2 rooms
Healthcare (all uses, unless otherwise specified)	1 per 3 beds + 1 per 250 SF GFA office and administrative area
Heavy Retail, Rental, and Service	1 per 500SF GFA of indoor space + 1 per 1,000SF of outdoor display space
Hotel	1 per room
Industrial	1 per 1,000SF GFA up to 40,000SF, then 1 per 2,500SF for additional GFA above 40,000SF (excludes any outdoor storage)
Industrial Design	1 per 500SF GFA
Live Performance Venue	1 per 5 persons based on maximum capacity
Lodge/Meeting Hall	1 per 500SF GFA
Manufactured Home Park	2 per manufactured home site
Medical/Dental Office	1 per 350SF GFA
Office	1 per 350SF GFA

Table 169.01-C: Off-Street Vehicle Parking Requirements SF = Square Feet, DU = Dwelling Unit, GFA = Gross Floor Area	
USE	MINIMUM REQUIRED VEHICLE SPACES
Parks	
Conservation	None
Community	None
Neighborhood	None
Personal Service Establishment	1 per 500SF GFA
Place of Worship	1 per 10 seats
Private Club	1 per 300 SF GFA
Public Safety Facility	1 per 300SF GFA
Public Works Facility	1 per 500SF GFA
Research and Development	1 per 500SF GFA
Residential Care Facility	To be calculated on the type of facility or combination of facilities provided below
Independent Living Facility	0.75 per DU
Assisted Living Facility	0.5 per DU
Nursing Home or Hospice	0.5 per patient room
Restaurant	1 per 200SF GFA
Retail Goods Establishment	1 per 350SF GFA
Self-Service Storage Facility	1 per 25 storage units
Specialty Food Service	1 per 500SF GFA
Storage - Outdoor	1 per 2,500SF of lot area
Vehicle Dealership (New and Used)	1 per 500SF of indoor sales and display area + 4 per service bay
Vehicle Operation Facility	1 per 2,500SF of lot area
Vehicle Rental	1 per 500SF GFA of indoor area (excluding indoor storage)
<u>Vehicle Repair, Major or Minor</u>	<u>4 per service bay</u>
Warehouse	1 per 500SF of office area + 1 per 30,000SF GFA of warehouse
Wholesale Establishment	1 per 500SF of office area + 1 per 15,000SF GFA of warehouse

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

SECTION 5. SCRIVENER'S ERROR. The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Clerk or the Clerk's designee without further public hearing.

SECTION 6. SEVERABILITY. If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

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

First reading on _____, 2022.

Second reading on _____, 2022.

Third and final reading on _____, 2022.

CITY OF NORTH LIBERTY:

CHRIS HOFFMAN, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

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

TRACEY MULCAHEY, CITY CLERK

ORDINANCE NO. 2022-29

REQUEST OF THE CITY OF NORTH LIBERTY FOR AN ORDINANCE AMENDING CHAPTER 168 OF THE NORTH LIBERTY CODE OF ORDINANCES (ZONING CODE – ZONING DISTRICT REGULATIONS) BY AMENDING TABLE 168.06 BY ADDING “RESEARCH AND DEVELOPMENT FACILITY” AS A PERMITTED USE IN THE C-2-A HIGHWAY COMMERCIAL DISTRICT AND C-3 HIGHER INTENSITY COMMERCIAL DISTRICT AND “FUELING STATION” AS A PERMITTED USE IN THE C-3 HIGHER INTENSITY COMMERCIAL DISTRICT, BY AMENDING SECTION 168.07 BY AMENDING THE DEFINITION OF “RESEARCH AND DEVELOPMENT FACILITY” TO INCLUDE THE USE TESTING, BY AMENDING CHAPTER 169 OF THE NORTH LIBERTY CODE OF ORDINANCES (ZONING CODE – DEVELOPMENT REGULATIONS) BY AMENDING TABLE 169.01-B BY ADDING AND AMENDING OFF-STREET PARKING AND LOADING SETBACKS IN CERTAIN DISTRICTS AND BY AMENDING TABLE 169.01-C BY DELETING THE USE “VEHICLE REPAIR, MAJOR OR MINOR” AND CORRESPONDING MINIMUM REGARDING PARKING SPACES AND ADDING THE USE “AUTOMOTIVE REPAIR, MAJOR OR MINOR” AND CORRESPONDING MINIMUM REGARDING PARKING SPACES.

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

SECTION 1. AMENDMENT OF SECTION 168.06. Table 168.06 within Section 168.06 of the Code of Ordinances 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	C														
3. Agriculture	P														
4. Amusement Facility – Indoor						C	P	P	P	P					
5. Amusement Facility – Outdoor										C					
6. Animal Care Facility						P	P	P	P			P			
7. Animal Shelter												C			C
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		C													
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	
16. Car Wash								P	P						
17. Child Care Center						P	P	P	P	P	P			P	P
18. Child Care Home		P			P										
19. Child Development Home		P													
20. Community Center						P	P	P	P	P				P	P
21. Community Pantry	C	C	C	C		C	P	P	P						
22. Cultural Facility						P	P	P	P	P					P
23. Distillery, Micro						P	P	P	P	P				P	
24. Drive-Through Facility						C	P	P	P	P	P			P	
25. Dwelling – Manufactured Home					P										
26. Dwelling – Mixed Use						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
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		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	
49. Industrial - General												P	P		

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

<u>Use</u>	<u>ID</u>	<u>RS</u>	<u>RD</u>	<u>RM</u>	<u>R-MH</u>	<u>C-1-A</u>	<u>C-1-B</u>	<u>C-2-A</u>	<u>C-2-B</u>	<u>C-3</u>	<u>OR/P</u>	<u>I-1</u>	<u>I-2</u>	<u>I-P</u>	<u>P</u>
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	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

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

SECTION 2. AMENDMENT OF SECTION 168.07. Table 168.07(66) (use for Research and Development Facility) of the Code of Ordinances is amended to read as follows:

66. Research and Development Facility.

- A. Defined. Research and development facility means an establishment where research, ~~and~~ development ~~and/or testing~~ is conducted in industries that include, but are not limited to, biotechnology, pharmaceuticals, medical instrumentation or supplies, communication, and information technology, electronics and instrumentation, and computer hardware and software. A research and development establishment may create prototypes of products, but may not manufacture products for direct sale and distribution from the premises.
- B. Use Standards. None.

SECTION 3. AMENDMENT OF SECTION 169.01. Table 169.01-B and Table 169.01-C within Section 169.01 of the Code of Ordinances are amended to read as follows:

Table 169.01-B: Off-Street Parking and Loading Setbacks			
District	Right-Of-Way Line	Side Lot Line	Rear Lot Line
ID, RS, RD	25 feet ¹	3 feet ²	3 feet
R-MH	10 feet ³	5 feet	5 feet
RM, C, LP	10 feet	5 feet	5 feet
O/RP	25 feet	10 feet	10 feet
↓	10 feet	5 feet	5 feet
<ol style="list-style-type: none"> Off-street parking areas may be within the front yard, but shall not occupy greater than 50 percent of the required front yard and shall not provide greater than one parking space in addition to that provided in the travel portion of the driveway. No setback required on an interior side lot line for two-unit dwelling buildings. Off-street parking areas may be within the front yard. In any district where off-street joint access is provided, the required setback on an interior side lot line may be reduced if a joint access easement agreement is recorded between the two lots. 			

Table 169.01-C: Off-Street Vehicle Parking Requirements SF = Square Feet, DU = Dwelling Unit, GFA = Gross Floor Area	
USE	MINIMUM REQUIRED VEHICLE SPACES
Adult Entertainment	1 per 300SF GFA
Amusement Facility, Indoor	1 per 200SF GFA
Amusement Facility, Outdoor	1 per 1000SF GFA
Animal Car Facility	1 per 350SF GFA
Bar	1 per 200SF GFA
Body Art Establishment	1 per 500SF GFA
Broadcasting Studio	1 per 1,000SF GFA

Table 169.01-C: Off-Street Vehicle Parking Requirements SF = Square Feet, DU = Dwelling Unit, GFA = Gross Floor Area	
USE	MINIMUM REQUIRED VEHICLE SPACES
Car Wash	1 per car wash bay + 3 stacking spaces per bay
Child Care Center	1 per 500SF GFA
Community Building	1 per 350SF GFA
Community Pantry	1 per 500SF GFA
Dwelling, Duplex	2 per DU
Dwelling, Manufactured Home	2 per DU
Dwelling, Multiple-Unit	
Studio and 1 bedroom	1.5 per DU
Two bedroom	1.5 per DU
Over two bedroom	2 per DU + .5 for each bedroom over 2
Dwelling, Single-Unit (Detached and Zero Lot Line)	2 per DU
Dwelling, Townhouse	2 per DU
Dwelling, Two-Unit	2 per DU
Education Facility, Primary or Secondary	
Elementary and/or Junior High	3 per each classroom + 3 per office
High School	6 per classroom + 4 per office
Education Facility, University or College	2 per classroom + 2 per office + 1 per 4 students of maximum enrollment
Education Facility, Vocational	2 per classroom + 2 per office + 1 per 8 students of maximum enrollment
Financial Institution	1 per 350SF GFA
Fireworks, Retail Sales of	1 per 500SF GFA
Fueling Station	1 per pump/charging position + 1 per 500SF GFA of structure
Funeral Home	1 per 200SF GFA of public space
Golf Course/Driving Range	4 per golf hole and/or 4 per tee of driving range
Greenhouse/Nursery - Retail	1 per 500SF GFA of indoor space + 1 per 1,000SF of outdoor space
Group Home	1 per 2 rooms
Healthcare (all uses, unless otherwise specified)	1 per 3 beds + 1 per 250 SF GFA office and administrative area
Heavy Retail, Rental, and Service	1 per 500SF GFA of indoor space + 1 per 1,000SF of outdoor display space
Hotel	1 per room
Industrial	1 per 1,000SF GFA up to 40,000SF, then 1 per 2,500SF for additional GFA above 40,000SF (excludes any outdoor storage)
Industrial Design	1 per 500SF GFA
Live Performance Venue	1 per 5 persons based on maximum capacity
Lodge/Meeting Hall	1 per 500SF GFA
Manufactured Home Park	2 per manufactured home site
Medical/Dental Office	1 per 350SF GFA
Office	1 per 350SF GFA

Table 169.01-C: Off-Street Vehicle Parking Requirements SF = Square Feet, DU = Dwelling Unit, GFA = Gross Floor Area	
USE	MINIMUM REQUIRED VEHICLE SPACES
Parks	
Conservation	None
Community	None
Neighborhood	None
Personal Service Establishment	1 per 500SF GFA
Place of Worship	1 per 10 seats
Private Club	1 per 300 SF GFA
Public Safety Facility	1 per 300SF GFA
Public Works Facility	1 per 500SF GFA
Research and Development	1 per 500SF GFA
Residential Care Facility	To be calculated on the type of facility or combination of facilities provided below
Independent Living Facility	0.75 per DU
Assisted Living Facility	0.5 per DU
Nursing Home or Hospice	0.5 per patient room
Restaurant	1 per 200SF GFA
Retail Goods Establishment	1 per 350SF GFA
Self-Service Storage Facility	1 per 25 storage units
Specialty Food Service	1 per 500SF GFA
Storage - Outdoor	1 per 2,500SF of lot area
Vehicle Dealership (New and Used)	1 per 500SF of indoor sales and display area + 4 per service bay
Vehicle Operation Facility	1 per 2,500SF of lot area
Vehicle Rental	1 per 500SF GFA of indoor area (excluding indoor storage)
<u>Vehicle Repair, Major or Minor</u>	<u>4 per service bay</u>
Warehouse	1 per 500SF of office area + 1 per 30,000SF GFA of warehouse
Wholesale Establishment	1 per 500SF of office area + 1 per 15,000SF GFA of warehouse

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

SECTION 5. SCRIVENER'S ERROR. The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Clerk or the Clerk's designee without further public hearing.

SECTION 6. SEVERABILITY. If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

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

First reading on November 22, 2022.

Second reading on December 13, 2022.

Third and final reading on _____, 2023.

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 _____, 20__.

TRACEY MULCAHEY, CITY CLERK



November 1, 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 Chapter 168 (Zoning Code – Development Regulations) and Chapter 169 (Zoning Code – Zoning District Regulations) of the North Liberty Code of Ordinances of the North Liberty Code of Ordinances by amending the use matrix and a use definition, by amending off-street parking and loading setbacks and off-street parking requirements.

Mayor Hoffman:

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

Finding:

1. The proposed Ordinance would correct minor oversights and adapt to changing land use trends.

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 5-0.

Jason Heisler, Vice Chairperson
City of North Liberty Planning Commission



Additional Information



To **Mayor and City Council**
CC **City Administrator**
From **Tom Palmer, Building Official**
Date **1/4/2023**
Re **Monthly Report**

December Permits:

33 permits were issued in December with estimated construction value of 2.4 million dollars. Two new housing permits were issued with construction value of 1.07 million dollars. Staff completed 222 inspections during the month of December.

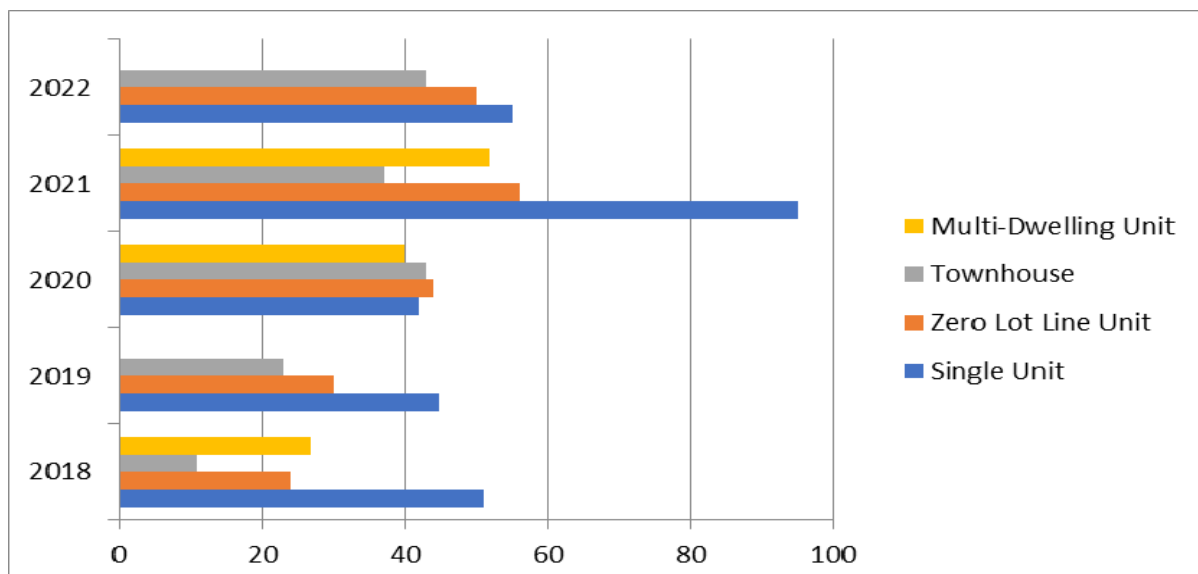
Rental/Code Compliance Cases:

Three new rental permit applications received in December. A total of fourteen compliance cases were processed in December.

2022 Permit Year End Report:

967 permits were processed in 2022 with a total value of 93.3 million dollars. 148 dwellings units were built with value of 50 million dollars. 11 new commercial projects were built with a value of 18.7 million dollars.

Five Year Dwelling Unit Tally





December Permit Tally Report

Permit Type	Construction Value	Total Fees
Group: Fence		
	\$4,800.00	\$25.00
Group Total: 1		
Group: Fire Alarm & Detection Equipment		
	\$24,523.00	\$0.00
Group Total: 1		
Group: Gas Detection Systems		
	\$5,000.00	\$100.00
Group Total: 1		
Group: Kitchen Hood Suppression System		
	\$4,500.00	\$75.00
Group Total: 1		
Group: Mechanical Electrical Plumbing (MEP)		
	\$3,796.00	\$70.50
Group Total: 3		
Group: Mobile Food Unit		
	\$0.00	\$50.00
Group Total: 1		
Group: New Commercial		
	\$0.00	\$0.00
Group Total: 2		
Group: New Single Family Dwelling		
	\$1,075,000.00	\$4,031.75
Group Total: 2		
Group: Operational- Temp LPG		
	\$330,000.00	\$50.00
Group Total: 2		
Group: Rental		
	\$0.00	\$350.00
Group Total: 3		
Group: Residential Addition		
	\$27,408.00	\$415.57
Group Total: 1		
Group: Residential Alteration		
	\$404,216.00	\$3,333.02
Group Total: 4		
Group: Right of Way		
	\$25,000.00	\$25.00

Group Total: 2

Group: Sign

	\$35,000.00	\$100.00
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Group Total: 2

Group: Temporary Special Event Permit

	\$0.00	\$0.00
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Group Total: 1

Group: Temporary Use

	\$498,000.00	\$100.00
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Group Total: 1

Group: Urban Chickens

	\$0.00	\$120.00
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Group Total: 1

Group: Zoning Certificate

	\$0.00	\$100.00
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Group Total: 4

	\$2,437,243.00	\$8,845.84
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Total Records: 33



2022 Permit Tally Report

Permit Type	Construction Value	Total Fees
Group: Aboveground Storage Tank for Motor Vehicle Fuel Dispensing		
	\$5,000.00	\$150.00
		Group Total: 1
Group: Accessory Structure		
	\$99,250.00	\$441.75
		Group Total: 33
Group: Automatic Fire Sprinkler System		
	\$51,164.00	\$2,490.00
		Group Total: 9
Group: Backflow Preventer		
	\$626.43	\$47.00
		Group Total: 2
Group: Boundary Lot Adjustment		
	\$0.00	0
		Group Total: 1
Group: Commercial Addition		
	\$1,639,000.00	\$9,598.10
		Group Total: 3
Group: Commercial Alteration		
	\$2,533,217.00	\$2,783.37
		Group Total: 18
Group: Construction Site Plan		
	\$557,255.25	0
		Group Total: 7
Group: Construction Site Runoff		
	\$0.00	\$790.00
		Group Total: 10
Group: Deck		
	\$377,384.00	\$6,628.20
		Group Total: 47
Group: Demolition		
	\$21,000.00	\$225.00
		Group Total: 8
Group: Display of Fireworks		
	\$0.00	0
		Group Total: 2
Group: Driveway		
	\$58,440.25	\$525.00

2022 Permit Tally Report

Group Total: 21

Group: Dumpster Enclosure

	\$0.00	\$25.00
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Group Total: 1

Group: Excavating & Grading

	\$1.00	0
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Group Total: 1

Group: Fence

	\$389,925.30	\$2,798.50
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Group Total: 117

Group: Fire Alarm & Detection Equipment

	\$4,116,875.37	\$2,005.00
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Group Total: 19

Group: Fire Protection & Fire Alarm Contractor Operating Permit

	\$800,000.00	\$79.00
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Group Total: 2

Group: Fire Protection System

	\$111,069.00	\$1,077.00
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Group Total: 7

Group: Foundation

	\$200,000.00	\$1,553.75
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Group Total: 1

Group: Gas Detection Systems

	\$5,000.00	\$100.00
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Group Total: 1

Group: Kitchen Hood Suppression System

	\$8,500.00	\$225.00
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Group Total: 4

Group: LP-Gas (Permanent Systems)

	\$0.00	\$23.50
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Group Total: 1

Group: Manufactured Home

	\$655,000.00	\$4,952.75
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Group Total: 16

Group: Mechanical Electrical Plumbing (MEP)

	\$634,345.52	\$7,211.14
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Group Total: 110

Group: Medical Gas Systems

	\$0.00	\$150.00
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Group Total: 1

Group: Mobile Food Unit

	\$0.00	\$100.00
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2022 Permit Tally Report

Group Total: 3

Group: New Commercial

	\$18,741,369.00	\$65,266.70
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Group Total: 11

Group: New Single Family Dwelling

	\$20,544,978.00	\$180,524.32
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Group Total: 55

Group: New Single Family Dwellings Attached

	\$12,787,031.00	\$135,403.37
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Group Total: 50

Group: New Townhouse

	\$9,248,802.00	\$103,596.55
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Group Total: 43

Group: Open Burning- Bonfire

	\$0.00	0
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Group Total: 1

Group: Open Burning- Open Flame before an Audience

	\$0.00	0
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Group Total: 2

Group: Operational- Temp LPG

	\$333,000.00	\$250.00
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Group Total: 6

Group: Parking

	\$8,000.00	\$25.00
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Group Total: 1

Group: Patio

	\$59,255.00	0
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Group Total: 10

Group: Permanent Sign

	\$260,221.00	\$1,250.00
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Group Total: 25

Group: Rental

	\$626,652.00	\$14,918.00
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Group Total: 97

Group: Residential Addition

	\$1,014,352.04	\$12,305.47
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Group Total: 27

Group: Residential Alteration

	\$2,629,435.10	\$26,354.85
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Group Total: 74

Group: Retail Sales of Fireworks - Temporary Structures

	\$0.00	\$400.00
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2022 Permit Tally Report

Group Total: 2

Group: Right of Way

	\$1,082,000.00	\$214.50
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Group Total: 13

Group: Sidewalk

	\$10,840.00	\$75.00
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Group Total: 3

Group: Sign

	\$74,500.00	\$250.00
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Group Total: 5

Group: Stormwater Management Facilities

	\$3,144.13	
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Group Total: 2

Group: Stormwater Quality Grant

	\$1,069.06	0
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Group Total: 21

Group: Subdivision

	\$2,950,000.00	\$49,579.23
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Group Total: 6

Group: Swimming pools, spas and hot tubs

	\$515,704.00	\$5,546.88
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Group Total: 13

Group: Temporary Membrane Structures/Tents

	\$0.00	0
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Group Total: 1

Group: Temporary Sign

	\$700.00	0
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Group Total: 3

Group: Temporary Special Event Permit

	\$0.00	\$50.00
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Group Total: 2

Group: Temporary Use

	\$1,617,000.00	\$150.00
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Group Total: 4

Group: Urban Chickens

	\$201.00	\$680.00
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Group Total: 9

Group: Utility Service

	\$10,000.00	\$7,476.50
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Group Total: 5

Group: Vehicle Exhaust Ventilation Equipment

	\$310,000.00	\$50.00
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2022 Permit Tally Report

Group Total: 1

Group: Zoning Certificate

	\$6,969,745.00	\$650.00
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Group Total: 26

	\$93,343,797.70	\$648,995.43
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Total Records: 967

Certificate of Occupancy December Report

Applicant	Parcel Address	Project Description	Permit Type	Date C.O. Issued
Elijah Godbolt	760 Nathan Ave Unit 4	Retail Goods Establishment. A.	Zoning	12/28/2022
Hearth & Home Solutions	530 Pond View Dr Suite C	Lighted sign for building. 10' x 2' connecting to existing	Zoning	12/20/2022
Nagle Signs	925 Liberty Way	Field Day Brewery	Zoning	12/19/2022
Susan and Ben Bormann	120 Locust Dr	Urban Chickens (4-6 Chickens)	Zoning	12/19/2022
Heather Cummings- North Liberty's Best Academy	530 Pond View Dr	Child Care Center, Before and After school Program, and Summer Camp	Zoning	12/14/2022
Sara Puffer	415 Community Dr Ste B	Retail Goods Establishment- An establishment that	Zoning	12/8/2022
El Azul	415 Community Dr Ste B	Install 2 wall cabinets on storefront elevation.	Zoning	12/12/2022
El Azul/Sara Puffer	415 Community Dr Ste B	Plumbing and electrical modifications, Walling off office	Building	12/19/2022
Brandon Platts	1190 Berkshire Ln	Single Family New Construction	Building	12/14/2022
Caleb Shield	760 S Alexander Way	5 Bedroom 3 bath 3 car Ranch Home	Building	12/5/2022
Caleb Shield	780 Brook Ridge Ave	Ranch Style Zero Lot	Building	12/28/2022
APEX Construction Company, Inc.	1040 Liberty Way	Construction of utilities new Service Center (Quick Lube & Brakes)	Building	12/5/2022
Jason Worrell	1030 Pheasant Ln	New construction	Building	12/14/2022
Tricia VanRoekel	2245 St Andrews Dr	2023 Rental Permit	Residential Rental	12/19/2022
Dan Wilson	1000 Liberty Way	New build of a 2,339 sf Fast-food restaurant	Building	12/27/2022
Bi-State Contracting	1220 Vintage Ln	Single family home	Building	12/13/2022
Bi-State Contracting	1222 Vintage Ln	Single family, one story home	Building	12/13/2022

Barry Frantz Construction, Inc.	1232 Leann Cir	SFD. Zero Lot. MONROE plan	Building	12/2/2022
Barry Frantz Construction, Inc.	1230 Leann Cir	SFD. Zero Lot. MONROE plan	Building	12/2/2022
Barry Frantz Construction, Inc.	1110 Leann Cir	SFD. Zero Lot. MONROE plan	Building	12/2/2022

Total Records: 20



Permit Summary Report Inspection Type

Schedule Date 01/01/2022 TO 12/31/2022

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Row Total
Inspection request	4	7	6	12	8	20	15	22	13	12	25	29	173
Re-inspection	33	52	54	40	82	43	51	49	51	36	55	46	592
1st SWPPP	0	0	3	7	6	11	3	17	5	5	5	3	65
Above Suspended Ceiling	0	3	0	1	1	0	0	1	0	0	1	1	8
Backflow Preventer	0	0	0	0	0	0	0	2	0	0	0	1	3
Building Sewer	0	0	0	0	1	1	0	0	0	1	0	0	3
Commercial Final	2	4	1	1	0	1	0	1	1	0	0	2	13
Commercial Rough-In	3	3	0	0	0	2	0	1	0	1	0	1	11
Deck, Porch, Sunroom Footings	9	2	6	15	13	9	6	8	23	19	15	4	129
Final	13	7	14	11	15	10	14	16	9	10	9	9	137
Fire - Alternative Automatic Fire Extinguishing System	0	0	0	0	0	0	0	0	1	0	0	0	1
Fire - Automatic Sprinkler System	0	2	3	2	0	0	0	0	1	0	0	1	9
Fire - Automatic Sprinkler System - Preconcealment	0	0	0	1	0	0	0	0	0	1	0	0	2
Fire - Compressed Gas Detection	0	0	0	0	0	0	0	0	0	0	0	2	2
Fire - Fire Alarm Installation	0	2	3	5	5	0	0	0	0	0	0	1	16
Fire - Fire Alarm Installation (Rough-In)	0	0	0	1	0	0	0	0	0	0	0	0	1
Fire - Fire Dept. Acceptance	2	3	4	8	1	0	1	0	0	0	0	3	22
Fire - Kitchen Hood Suppression System Installation	0	0	0	0	0	0	0	0	0	0	1	2	3
Fire - Mobile Food Unit	0	0	0	0	0	0	1	0	0	1	0	0	2
Fire - Retail Sales of Fireworks	0	0	0	0	0	2	0	0	0	0	0	0	2
Fire - Vehicle Exhaust Ventilation Equipment	0	0	0	0	1	0	0	0	0	0	0	0	1
Footings/Slabs	1	0	23	14	10	7	12	17	14	7	15	4	124
Foundation Dampproofing	1	0	0	8	7	3	3	10	9	5	6	3	55
Foundation Wall	1	0	14	12	9	5	11	19	8	6	12	4	101
Framing	0	0	0	0	3	2	0	0	0	1	1	1	8
Gas Piping	0	0	0	1	1	0	0	1	0	0	0	0	3
Gas service release	23	18	22	8	1	17	10	21	21	26	33	24	224
Grading	1	0	0	16	10	8	7	10	9	9	6	1	77
Grease Interceptor	0	0	0	0	0	0	0	0	0	1	0	0	1

Manufactured Home	1	0	0	2	2	4	1	0	0	0	0	0	10
Meeting	0	0	0	1	3	2	1	3	5	1	1	1	18
Non-Compliance Notice	0	0	0	0	0	0	1	0	0	0	0	0	1
Notice of Termination CSR	4	2	3	5	16	6	10	7	10	7	9	0	79
Other	36	3	0	24	0	7	4	6	6	1	10	5	102
Out of the office	0	0	0	1	3	0	2	5	1	0	7	3	22
Permanent Electric Service Release	14	17	26	7	26	20	8	30	16	24	34	15	237
Plumbing below slab	6	0	1	11	11	10	16	18	10	7	15	5	110
Pool Final (residential)	0	0	0	0	0	1	0	1	0	0	1	0	3
Rental	13	3	4	21	5	4	4	81	96	57	45	15	348
Residential final (New Construction)	13	18	17	10	38	13	14	15	16	10	13	3	180
Residential Photovoltaic (PV) Solar System	1	0	4	1	4	4	1	0	0	4	2	1	22
Residential Rough-in (New Construction)	14	18	17	11	15	13	9	14	20	26	24	7	188
Residential Sewer Service	0	0	8	14	13	12	18	17	18	7	11	3	121
Residential Water Service	0	0	0	1	2	1	0	0	1	1	8	3	17
Rough-in	2	3	4	5	5	3	5	1	2	5	7	2	44
Sanitary Sewers	0	0	0	0	0	0	1	0	0	0	0	0	1
Sidewalk Release	4	3	4	13	18	6	6	9	8	6	4	2	83
Sump Pump Discharge Line	2	0	17	13	24	7	6	15	16	13	16	2	131
Temporary Electric Service	2	3	4	10	5	8	11	13	9	5	10	3	83
Water Heater	1	0	0	1	1	4	1	1	0	1	0	0	10
Water Main and Appurtenance	0	0	0	0	0	0	0	0	0	1	0	1	2
Witness air pressure test and piping inspection	17	19	20	7	19	16	12	16	26	26	33	9	220
Totals:	223	192	282	321	384	282	265	447	425	343	434	222	3820

Code Compliance Report

12/01/2022 - 12/31/2022

Case Date	Case #	Status	Complaint	Reporting Code
12/6/2022	20220229	Open	Vehicle parked on the lawn	Zoning Code
12/6/2022	20220230	Open	Junk vehicle	Zoning Code
12/8/2022	20220231	Closed	past due annual backflow preventer test report	Building Code
12/8/2022	20220232	Closed	past due annual backflow preventer test report	Building Code
12/8/2022	20220233	Open	past due annual backflow preventer test report	Building Code
12/8/2022	20220234	Open	past due annual backflow preventer test report	Building Code
12/8/2022	20220235	Open	past due annual backflow preventer test report	Building Code
12/8/2022	20220236	Open	past due annual backflow preventer test report	Building Code
12/8/2022	20220237	Closed	past due annual backflow preventer test report	Building Code
12/8/2022	20220238	Open	past due annual backflow preventer test report	Building Code
12/8/2022	20220239	Open	past due annual backflow preventer test report	Building Code
12/8/2022	20220240	Open	past due annual backflow preventer test report	Building Code
12/8/2022	20220241	Open	past due annual backflow preventer test report	Building Code
12/8/2022	20220242	Open	past due annual backflow preventer test report	Building Code

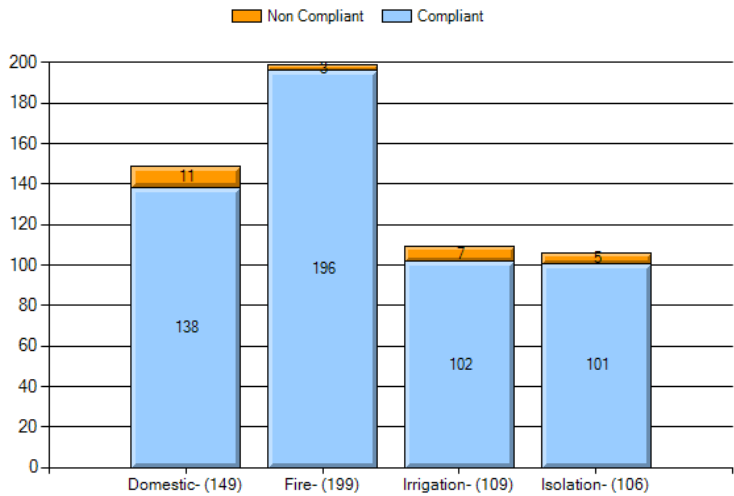
[Back](#)

- Logout
- Dashboard
- Search
- Recently Visited History
- Maps
- Reports and Charts
- Utility Edit
- Contact Us

Breakdown of Backflow Preventer Compliance

Utility Water System

Show All



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

Compliance	%	Compliant	Category Total
Domestic	93%	138	149
Fire	98%	196	199
Irrigation	94%	102	109
Isolation	95%	101	106
Totals	95%	537	563

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

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



To **Mayor, City Council, Communications Advisory Commission**
CC **City Administrator Ryan Heiar**
From **Communications Director Nick Bergus**
Date **Jan. 5, 2023**
Re **Communications Staff Report**

City Slate

December offered Breakfast with Santa (Dec. 3), Holiday Vendor Fair (Dec. 3) and Noon Year's Eve (Dec. 28), and brought the total attendance for City Slate programs above 43,000. We prepared to roll out updates for the 2023 event year, including welcoming two new sponsors among them: Centro, Inc, The Family Dental Center, The Eastern Iowa Airport - CID, Hills Bank, MidWestOne Bank, Shive-Hattery, South Slope Cooperative, University of Iowa Hospitals & Clinics Urban Acres Real Estate and Veridian Credit Union. January will offer Fire & Ice, part of Beat the Bitter, but February has several more events we're excited about.

Youth Council

In December, the Youth Council finalized its charter and elected officers. Additionally, Marlen Mendoza took them through an Advocacy 101 workshop to help them understand how they can effectively advocate for policy change.

Staffing

We hired Tim McCabe to fill our Communications Assistant role, and he will begin learning how to produce meetings in January. Staff were able to take some time off through the holiday lull. Micah remained on leave.

Snow Emergencies

We issued the first Snow Emergency declaration of the season. Typically, the first of the year is a smaller event, allowing us to primarily remind residents of procedures. However, the expected severity of the storm led us to push this a little more aggressively, including issuing tickets instead of warnings. Reports were that cars were in better compliance than expected for the first storm of the season.

Beat the Bitter

Planning for Beat the Bitter, beginning in late January, continued. Registration and schedule of events is available at beatthebitter.com. Fire & Ice presented by GreenState Credit Union, the Snuggie Crawl presented by McGrath Toyota of Iowa City, North Liberty Lights and 5K-ish Glow Run presented by Tryon Investments, KICK Winter in the

SnowBALL and the Scheels Ice Rink all return, with additional affiliated events planned such as a pedicab rides around the lights, a sip and stroll and North Liberty night with the Heartlanders.

Other Items

We produced the City Council meeting and submitted it to the Iowa City government channel.

We produced several podcasts for the library in addition to 52317 episodes.

Jillian and Nick helped Think Iowa City execute its Dan Gable Donnybrook tournament.

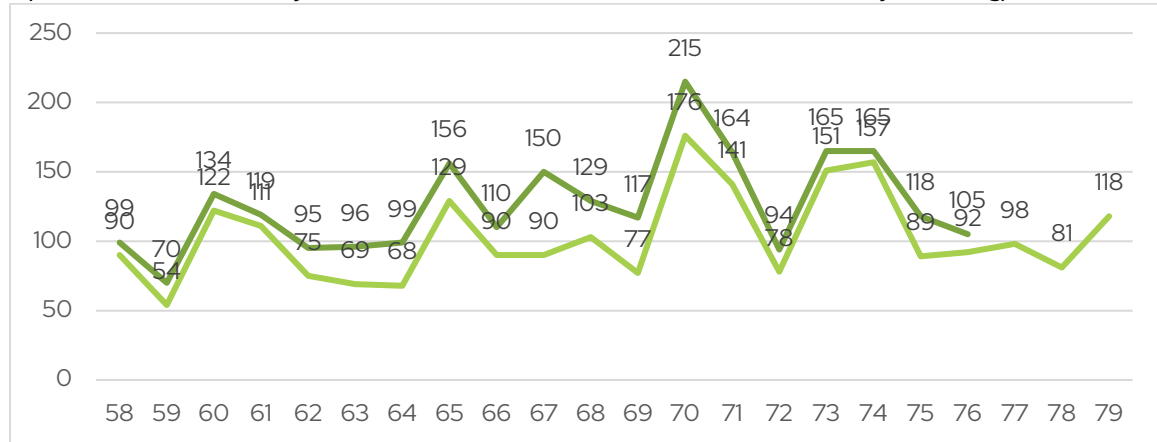
We posted news releases about leaf collection, December events, holiday hours, snow tips and more.

Completed Videos

Title	Requested By	Completed	Duration
Parks & Recreation	Administration	Dec. 1	
Eye on: NLPD VR	Communications	Dec. 6	
City Council	Administration	Dec. 13	
Library Board of Trustees	Administration	Dec. 19	0:52
GNM: Westside of Kansas	Planning	Dec. 27	0:05
Total completed productions: 5	Duration of new video: 6.5 hours		

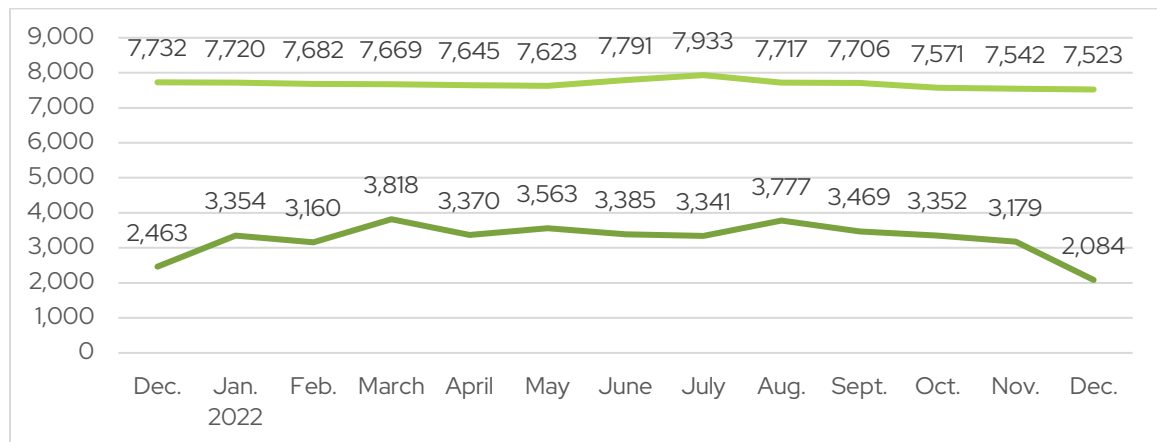
52317 Podcast

Episodes release every three weeks and can be found at northlibertyiowa.org/52317.



Downloads is the number times the podcast file was downloaded to a player, including a podcast client, webpage-embedded player or other device in its first 30 days and 90 days of publication. Numbers are as reported by service provider LibSyn as of the date of this report. **Episodes** 79: North Liberty Oral Surgery and Dental Implants 78: North Liberty coLab; 77: Big Brothers Big Sisters; 76: Kimberlee Rocca; 75: United Action for Youth; 74: Triple Oak Power; 73: Friends of Coralville Lake; 72: Maryam Thompson Photography; 71: Spotix; 70: Johnsy's Liquor; 69: Vertronic Aerospace; 68: North Liberty Coralville Softball Baseball; 67: Soiree; 66: Illuminate; 65: LaLa Boutique; 64: Kirkwood Workplace Learning Connection; 63: Leash on Life; 62: Chomp Delivery; 61: Speedy Mike's Carwash; 60: Flip Salon & Spa; 59: Rock Valley Physical Therapy; 58: NASA

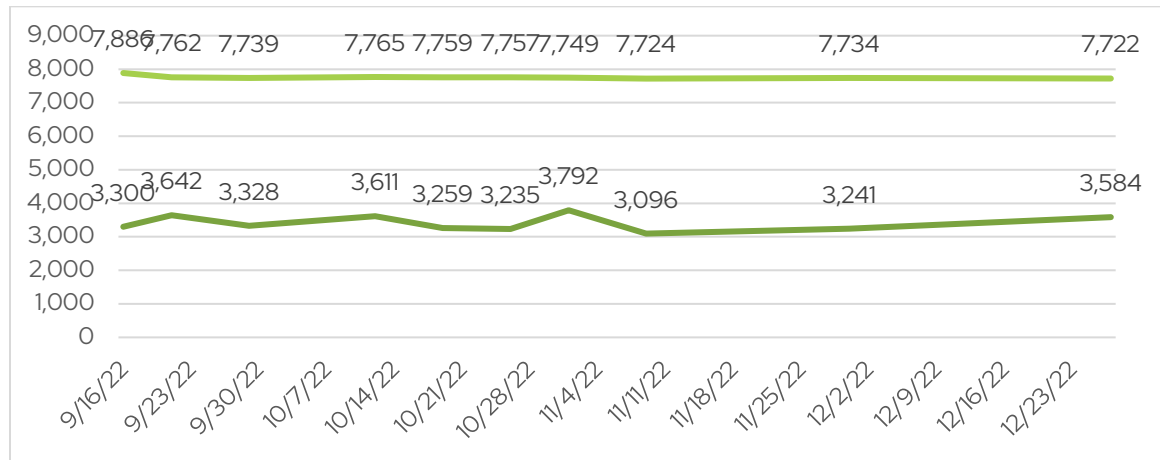
North Liberty Bulletin Email Newsletters



Recipients is the number of email addresses to which an issue of the Bulletin was sent and is represented by the top line. **Opens** is the number of unique recipients who opened the Bulletin and is represented by the bottom line; the standard open rate for government is 25.4%. Numbers are as reported by service provider Mailchimp. **Subject lines** Dec: Bah! Humbug! and other traditions; Nov: Sharp-witten, keen-eyed, can't lose; Oct. The future is awkward and passionate; Sept: No one likes construction cones so here's a puppy; Aug: OK to the last drop; July: Years in the making; June: A full slate; May: Taking time for two wheels; April: Mud, trash and poop season; March: The Thaw; Feb: Save the dates; Jan: Tomorrowland; Dec: Conspiring, to eat cookies, by the fire

Know Before You Go Emails

These emails focus on free, large-scale community and leverage the city's email list. It is a key marketing channel for City Slate events.



Recipients is the number of email addresses to which an issue of the Bulletin was sent and is represented by the top line.

Opens is the number of unique recipients who opened the Bulletin and is represented by the bottom line; the standard open rate for government is 25.4%. Numbers are as reported by service provider Mailchimp.

Website Statistics

Month	Sessions	Users	Pageviews
Nov 2022	29,888	22,127	58,381
Oct 2022	34,361	24,315	60,653
Sept 2022	23,690	17,833	44,903
Aug 2022	28,712	21,863	52,942
July 2022	26,101	19,342	50,030
June 2022	27,985	20,537	55,721
May 2022	25,781	19,174	48,930
April 2022	27,396	20,578	52,648
March 2022	25,815	19,113	49,629
Feb 2022	22,876	16,286	41,437
Jan 2022	26,218	20,351	47,444
Dec 2021	17,011	13,056	33,502
Nov 2021	20,196	15,122	39,415

Sessions is the number of time-bound user interactions with the website. **Users** is the number of unique devices loading the site in that month. **Pageviews** is the total number of pages loaded or reloaded. All stats are monthly.

Social Media

Month	Facebook		Twitter		Instagram	Nextdoor
	New likes	Reach	New follows	Impressions	Followers	Members
Nov	64	35,617	-64	18,400	2,862	5,807
Oct	91	25,561	-2	13,200	2,840	5,789
Sept	50	23,333	-2	26,000	2,828	5,741
Aug	93	36,131	6	18,700	2,815	5,713
July	121	83,190	7	13,100	2,764	5,645
June	114	31,235	-3	14,900	2,738	5,617
May	122	33,811	23	17,700	2,712	5,585
April	57	37,226	-11	17,500	2,667	5,531
March	62	47,317	22	19,500	2,648	5,497
Feb	47	47,939	17	18,100	2,620	5,448
Jan 2022	139	209,293	7	40,500	2,600	5,411
Dec	32	19,971	11	23,500	2,575	5,383
Nov	14	20,182	9	30,400	2,570	5,361

Facebook new likes is the net number of new users following the city's Facebook page; it does not include new *followers*. **Facebook reach** is the number of unique users who saw any of the city's Facebook content, reported on a 28-day period. **Twitter new follows** is the net number of new users following the city on Twitter. **Twitter impressions** is the total number of times a tweet from the city was shown to a user. **Instagram new follows** is the net number of new users liking the city's Instagram account. **Nextdoor members** is the number of verified North Liberty residents who are users and able to receive our agency messages.

North Liberty Youth Council Group Charter 2022 – 2023

Purpose

Who is the North Liberty Youth Council (NLYC) serving?

The North Liberty Youth Council serves young people residing in North Liberty and attend the following schools in its district; Clear Creek Amana Middle School and High school, North Central Junior High, Liberty High School, Heritage Cristian School, and Regina High School.

This new initiative invites local high school students to engage more deeply with the city, develop leadership skills, support the community through service projects and advocate for other young people in North Liberty. This first cohort of Youth Councilors will also help shape the North Liberty Youth Council program for years to come.

How will this Youth Council Add Value?

1. ***We provide emerging youth advocates with an city backed platform***, providing resources and access for young people to address city council and meet with city officials to propose ideas into action. We want to close the communication gap and strengthen the relationship between young people and city officials.
2. ***We will help mold emerging young leaders and create a pipeline for future leaders***. Authentic youth leadership generates multiple important outcomes. At the personal level, it leads to continued development and opportunities for impact for young leaders. At a project level, it underscores the value of youth and their insights, and fosters environments of belonging and agency. At a systems level, it creates or strengthens pipelines for leadership and civic engagement that would not otherwise exist.
3. ***Support and encourage developing policies for youth by youth***. This means preparing and supporting young people in leadership positions. engages youth as experts in their own lives and gives them supports to identify issues they want to work on and to research and create action plans to address them. In this scenario, young people are in the driver's seat, and adult allies are in the passenger seat, ready to assist and guide as needed. Council members will participate in a youth centered design approach and nominate its own young leaders to represent the council and spearhead key initiatives agreed upon the council.
4. ***Increase overall youth civic engagement across the city***. Council members will promote and create youth programming centered around key issues they're passionate about. As well as encourage youth to sign up and participate in community service projects to build a youth community identity in North Liberty.

What Channels/Methods will the NLYC Use?

- City Council
- Communication Officer

NLYC Vision & Mission

Vision Statement

Everyone, especially youth, should have as many resources as needed to manage their mental health and succeed in an inclusive, sustainable community.

Mission Statement

The NL 2022-23 youth council mission is to make sure all NL youth have the chance to excel by expanding equality and resources throughout the community and providing the building blocks for future youth councils to succeed.

NLYC Goals

Year One Goals - Project Outputs

An output is directly produced by the project; in this case as long as we fulfill all the NLYC expectations, monthly meetings, and activities we will create an output. They are typically tangible and easy to measure.

During our time together as a cohort we will work together to accomplish to the best of our ability the following list of outputs (categorized by theme) that were suggested during our October 2020 meeting.

Category	Goal
Communications	Strong Social Media Presence
Co-host/Host Events	1 -2 events
Volunteer Activities	3 events
Community Partnerships	2 -3 partnerships

Long Term Impact - Project Outcomes

An outcome is produced from the project outputs (listed above). Completing the project activities (outputs) does not guarantee that we automatically achieve the project outcomes. The project outcomes are a way to measure how this project will impact, influence, and change the community, in this case the City of North Liberty and its youth population when we are done. For this reason, the project outcomes are more intangible and harder to measure. (Seeds take time to grow!)

During our time together as a cohort we will work together to accomplish to the best of our ability the following list of outcomes and impacts (categorized by theme) that were voted on during our November 2020 meeting.

- Youth Activities Impact
- Mental Health Impact
- Sustainability Impact
- Social & Economic Justice Impact

NLYC Meeting Expectations

Terms of Membership

- **Aim for the clouds.** Every idea brought forth will be taken seriously, we have no limits in our brainstorming sessions or working groups. We must push boundaries and be uncomfortable to imagine the future we want to see.
- **Respect always.** Listen to understand, not to respond. We all have different ways of approaching work, let's build bridges to make sure everyone's needs are met in this process.
- **Grow your network!** Please connect and build relationships with one another. Social capital is key to professional development and in strengthening best practices in this work. Let us know how we can connect you to our networks (internal or external).
- **Connect the dots.** We don't want to recreate the wheel if you or your organization is leading on a specific issue area or topic please bring this resource to the table. We want to thread this work together and strengthen our work across audiences.
- **Aim for 100% participation.** We understand that life happens, and you might not be able to make some meetings. Please contact someone on staff ahead of time in case you cannot make a meeting.
- **Have Fun!** This space is for you, youth culture is highly encouraged, let's laugh, sing, write, and share our stories. All talents and creative expression are welcomed!

Meeting Guidelines

- Meetings will be held monthly on the third Thursday of the month, 6-8 pm CT.
- All meetings will be held at Ranshaw House unless mentioned otherwise.
- Dinner will be provided at the beginning of every meeting.

Meeting Norms

- Be on time
- Stay on topic
- Keep devices off and/or away once the meeting begins
- Be kind and respectful
- When it comes to disagreements, focus on issues, not personalities.
- Be willing to compromise
- Don't assume you're right
- One mic + one voice. When one person is speaking, others should be listening.

- Step up; step down (Take space; make space)
 - If you've been sharing a lot, make space for others who haven't spoken as much. And if you haven't been sharing much, step up and share your thoughts.

Conflict Resolution Guidelines

Level 1 – Minor disagreements (on-topic)

1. Bring it up in group discussion
2. Articulate your stance
3. Listen to understand, not argue
4. Allow space for reflection
5. Find ways to compromise

Level 2 – Minor disagreements (off-topic)

1. Acknowledge that the subject of the disagreement is off-topic
2. Depending on the subject, identify an appropriate time to discuss the issue; consider tabling the discussion until the end of the meeting
3. If the disagreement continues for an extended period without resolution, employ the resolution tactics used for L1 disagreements, then consider voting to move on

Level 3 – Major disagreements (might have evolved from L1 and L2 disagreements, but now it has become personal; could include harassment or personal attacks)

- Engage an adult mediator (i.e., NLYC program support staff – Micah or Nick) to speak with involved parties and develop a plan

Roles and Responsibilities

	Youth Council	City of North Liberty
Policy	<ul style="list-style-type: none"> • Set policy agenda: Identify key policy areas and priorities • Provide expertise 	<ul style="list-style-type: none"> • Compile existing resources on identified policy priorities and identify gaps
Community Service Projects	<ul style="list-style-type: none"> • Volunteer to serve as advisors on NLYC projects and work in small advisory groups with appropriate NLYC leads to provide feedback and sign off on final products 	<ul style="list-style-type: none"> • Project management: ensure youth voice is present in all projects
Meetings and Logistics	<ul style="list-style-type: none"> • Aim for 100% meeting participation • Participate in communication outside of meetings, including by completing surveys, 	<ul style="list-style-type: none"> • Manage meeting logistics • Provide documentation that summarizes and organizes key meeting takeaways and next steps

	<p>responding as needed in the group texting platform, and responding to direct messages.</p> <ul style="list-style-type: none"> Once officers are elected, draft agendas, and lead/facilitate meetings. 	<ul style="list-style-type: none"> Notify youth cohort of all meetings and opportunities Effectively manage the scope, schedule, and budget ensuring that youth are appropriately compensated for all work Once officers are elected, move to a supportive role and help them with preparing for meetings and meet with them ahead of meetings to sign off on agendas and follow up.
Stakeholder Engagement	<ul style="list-style-type: none"> Share information about NLYC and our priorities with your other networks Once events coordinator officer is elected, they will lead in this effort and work with the exec council. 	<ul style="list-style-type: none"> Lead outreach to additional partners Keep organizational partners and advisors informed of progress and youth cohort priorities Ensure youth cohort can participate in relevant meetings and events Once events coordinator officer is elected guide them, support them, and work together on initiatives to fulfil volunteer goal (output).
NLYC Branding/Communication	<ul style="list-style-type: none"> Advise and sign off on NLYC branding Once communication officer is elected, they will lead in this effort and work with Communications department with the city 	<ul style="list-style-type: none"> Provide shared NLYC language Once communication officer is elected guide them, support them and work together on initiatives to fulfill communications goal (output).
Professional Development	<ul style="list-style-type: none"> Suggest areas for professional development Share expertise 	<ul style="list-style-type: none"> Provide networking opportunities both within and outside the NLYC core network Provide professional development opportunities for youth cohort
Products/Content	<ul style="list-style-type: none"> Produce content, as appropriate 	<ul style="list-style-type: none"> Solicit and produce content. Ensure youth voice is present in all NLYC content.

Youth Council Officers 2022-23

- Chair – Leela Strand
- Vice- Chair – Chase Lovetinsky
- Secretary -
- Communications - Ruby Frank
- Special Project (Events) Coordinator - Lucy Lohman

Other Leadership Appointed Positions

Decision Making

- For simple decisions, no vote is required unless there is disagreement. If one councilor calls for a vote, and another councilor seconds that desire for a vote, a vote will be taken. Voting will not be anonymous. A simple majority (more than 50%) is required to determine the course of action. No quorum needed for simple decisions.
- If there is disagreement about whether or not a decision is “simple”, a counselor can call for the item to be moved to a major decision. If a second councilor seconds that desire to move the item to a major decision and the procedure for deciding major decisions will be followed.
- For major decisions, a vote will be required. A quorum of at least 2/3 of the council must be in attendance to hold a vote. Voting will be anonymous. A 3/4 majority is required to determine the course of action. (Example: If there are 17 councilors, at least 12 councilors would need to be present to reach the minimum 2/3 quorum to hold a vote. Of that 12, at least 9 councilors would need to vote in agreement to determine a course of action.)



TO: Ryan Heiar, City Administrator and City Council
FROM: Jennie Garner, Library Director
DATE: Jan 3, 2023
SUBJECT: Monthly Library Report

Library News

I've mentioned that our foot traffic continues to rise with folks coming back after the pandemic. We have seen a steady increase in new patron library cards and online card registration.

This month, we are launching an eCard option for North Liberty and rural Johnson County residents. The eCard allows patrons access to all of our databases and our eContent (audios and books) without coming to the library to get a physical card. We know there are some patrons who would like to access the library's electronic resources but don't currently plan to use in-house library services or the physical collection. The eCard service saves patrons time, and the library also won't be handing out library cards that may not be used. When patrons register, they'll get welcome email letting them know about the eCard option and telling them about services that they may not be aware we offer. They will still have access to all of our library services and programs if they later opt to visit the library but it's great to be able to offer the electronic service as well.

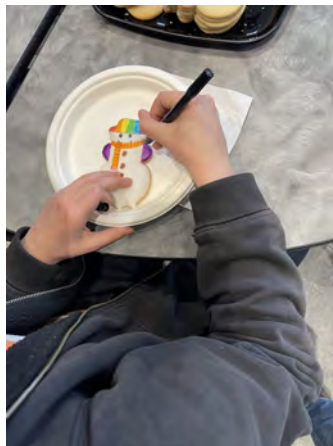
In line with the foot traffic bouncing back, our Noon Year's Eve party that the library hosted as part of the City Slate was a smashing success with over 400 attending. Telling when we compare with the 2021 attendance, which was just over 100 people.

The Friends held their annual cookie walk at the beginning of December in conjunction with the Breakfast with Santa in the Community Center. They had nearly 80 dozen cookies and sold out of cookies in three hours. This continues to be a great fund-raising and awareness raising event for the Friends of the Library. We are so appreciative of their ongoing support. KCRG ran a short piece on the event, which can be found [here](#).

Scroll for program highlights.



Littles and their adults at the new Playful Parenting Workshops. These workshops run five weeks and will be held multiple times throughout the year giving caregivers and parents opportunities to see how their children learn through play and interact with local experts who can connect them with services they may need if they identify areas where children are possibly behind their peers in areas such as language, motor skills, literacy, growth, etc.. Parents are encouraged to play and interact with their kids during the hour long workshops.



Youth and Teen Services staff had fun visiting students at Liberty High before winter break to do some Zombie Snowmen Cookie decorating.



Packed house for the library's annual Noon Year's Eve event—more event pics below.



People turn out not only to buy cookies at the Annual Cookie Walk but many of our community members also donate baked goods to the cause.



To **Mayor and City Council**
Parks and Recreation Commission
City Administrator

From **Guy Goldsmith, Director of Parks, Building and Grounds**

Date **January 2, 2023**

Re **Monthly Report**

We performed various building maintenance tasks as needed this month. We replaced one of the shop heaters at the Parks Department. Of course, it quit working during the cold spell we had.

We continue to make improvements at the Babe Ruth baseball field and have spent most of our time there this past month. We completely gutted the interior of the restrooms, concessions, and 2nd level press box areas. The new plumbing and electrical has been installed. All new fixtures have been ordered and will be installed when we have the interior construction done and walls covered.

We maintained equipment as needed this month. We performed preventative maintenance and repaired winter equipment as time permitted. We continue to prepare for the next year growing season by performing preventative maintenance and repairs to sports field maintenance, mowing, trimming, and landscaping equipment.

We continue to pick up park/trail trash receptacles and pet waste stations daily.

Park staff continues to organize the cold storage building as time permits.

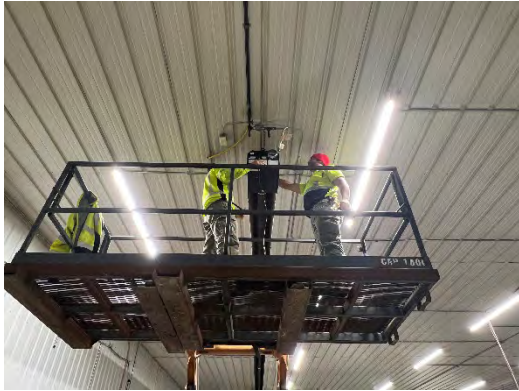
Park staff completed our annual respirator fit test and training.

The ice rink has been installed on the tennis courts. We will open the ice rink to the public as soon as the ice conditions are acceptable to be on.

We cleared snow & ice from parking lots, sidewalks & trails over the holiday.

We continue to attend progress meetings with City Staff, Contractors & Shive Hattery regarding the new City Administration building.

I meet with Ryan and Tracey to discuss the FY2324 Parks operating budget and the 5-year capital improvements plan in preparation of the next fiscal year.



New Parks shop heater installed.



Demolition work on the interior Babe Ruth building.



Demolition of the interior at the Babe Ruth building.



Demolition of the interior at the Babe Ruth building and new walls constructed.



Ice Rink install at the tennis courts.



North Liberty Police Monthly Report December 2022

Training:

- Members attended monthly Canine, Bomb Squad, Tactical Team, and Dive team (64 hours)
- One new Supervisor attended a weeklong First Line Supervisor Course from Dolan Consulting (40 hours online)
- Records attended a Uniform Crime Reporting training webinar on reporting officer suicides (1 hour)
- K-9 and handler attended a 3-day recertification course. Falco and Officer Campbell passed their annual recertification tests. (24 hours)
- One officer attended the Iowa Summit on Justice and racial disparities in Ankeny hosted by the State NAACP coordinator. (8 hours)
- Our Cyber Crimes investigator attended Automated Tools for digital forensic analysis online to help prepare for his new role in January. (32 hours). He also attended best practices in Mobile Devices investigation on line (1 hour)
- Officers attended a 4-hour online course on Manipulation tactics that suspects use to sabotage interviews. (92 hours)

Traffic Contacts	121
Parking Contacts	140
Vehicle Inspections	24
Vehicle Unlocks	17
Crash Investigations	35
Public Assists	396
Assist other Agency	158
Crimes Against Persons Report	6
Crimes Against Property Report	14
Other Reports	22
Arrests	16
Warrants	2
Alcohol/Narcotics Charges	8
Crimes Against Persons Charges	5
Crimes Against Property Charges	1
Other Charges	5
Animal Calls	42
Total Calls for Service	1597
*Total Calls for Service for the year	21819

Public Relations:

- The department hosted First Friday for Coffee with local business leaders organized by the Communications Department in our training room.
- The department hosted an open house and VR demonstration with several community members the first week in December. If they wanted, they got to go through police virtual reality training scenarios.
- We hosted the giving tree and had several officers/city staff and the public donate gifts for families that signed up. We then held a pizza party for Presents with Police to pick up the gifts and interact with officers at our station. We had live Christmas music in the background provided by Sam Ross and his saxophone.
- Officers continue to work off duty jobs for the High school, University, and the CV Event center. We bill the requesters, and the city is reimbursed for their expenses.
- Kieonna Pope has worked with 7 clients from North Liberty and logged over 8 hours for December assisting our residents at different intervals. She also is attending meetings and still getting acclimated to North Liberty, Coralville, and Johnson County Communities. We are working on a brochure and purchased office equipment (computer monitors) to help her get better organized.

Equipment:

- We ordered 7 Clips and 300 rounds of blanks for the Joint Honor Guard to use for their ceremony drills. We have not provided any other equipment in the last two years and thought this was a great way for NL to support the team.

- One car was damaged from a collision with a deer. It was repaired by Premier Auto and covered by insurance.
- We are still working on HVAC issues with the software provider and trying to maintain a constant or consistent temperature in the building.

Enforcement/Crime:

- We conducted the tobacco compliance check stings and all the local business passed and did not sell to the minor this year.
- We had our first snow emergency declared in December for the weather event. We issued 102 parking citations, received one appeal so far, and towed 2 vehicles following the snow emergency.
- To review any criminal complaints for the month [List of Criminal Complaints | Johnson County Iowa](#) or see North Liberty Monthly Calls for service go to [Joint Emergency Communications Center \(jecc-ema.org\)](#). There is a 4-hour delay in posting of Calls for Service to the website.
- We receive reports of porch pirate activity this month (Hackberry, Rachel Dr), as well as a Hyundai motor vehicle theft (Lincoln Dr), and copper wire theft from Ace Electric (Progress). The Hyundai was recovered. A semi and trailer were also stolen from Stoner Court, that we have not recovered by January 4th.

Department Admin:

- We are continuing the hiring process for police officers by having them take the MMPI test and conducting background checks. A conditional offer was made and accepted by a certified officer with 3 years' experience. We hope he will get started in January.
- Several staff members attended the City Holiday party. Officer Liz Monroe was nominated and approved for the 2022 Officer of the Year award.
- Two policies were updated removing the term excited delirium from the use of force and rendering aid policy because it is no longer recognized by the medical community, instead it is just a medical emergency. The Safe Haven law was also updated to reflect the change from 30 days to 90 days that a child can be given up or dropped off without any criminal charges of abandonment.
- Chief attended several meetings for the local police chiefs' meetings, JFACT-ICAC meeting, JFACT and JCDF joint meeting, ILEA council meeting, and Guidelink advisory board meeting.
- The schedule was update with the union shift bids at the beginning of the month, so officers can select what preferred schedule they might have for 2023, but any changes can be made by contract at least two weeks out of the posted schedule.
- Supervisors are working on 2022 year-end evaluations of their staff.
- Our dive team member, Andrew Jennings retired after 10 years with the Johnson County Metro Dive Team. He will not longer be a member of the team.
- The table on the last page is from all the council minutes for 2022. The last column is the difference from 2021. (Red is higher and the black is negative). We are very close to the numbers in 2021 in most of the categories.

Respectfully Submitted by Chief Diane Venenga and Alisha Ruffcorn 1/4/2023

2022 Monthly Council Report Calls for Service Totals													Difference last column from 2021	
Category	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	TOTAL	
Traffic Contacts	265	326	302	289	436	334	432	350	358	188	136	121	3537	224
Parking Contacts	123	19	15	17	20	32	18	13	30	21	13	140	461	-12
Vehicle Inspections	23	21	24	27	16	22	19	22	15	23	21	24	257	37
Vehicle Unlocks	24	20	15	11	28	18	26	21	30	19	30	17	259	-34
Crash Investigations	20	24	8	14	24	20	28	23	20	27	22	35	265	-4
Public Assists	381	327	353	277	413	464	391	431	324	358	371	396	4486	692
Assist Other Agency	118	117	115	113	145	141	128	139	109	144	65	158	1492	36
Crimes Against Persons Report	11	8	12	9	11	14	10	6	7	6	14	6	114	14
Crimes Against Property Report	12	9	16	14	22	14	12	7	11	13	23	14	167	-17
Other Reports	22	34	28	32	24	38	24	23	28	27	21	22	323	-34
Arrests	28	30	22	28	24	32	22	22	22	21	25	16	292	-36
Warrants	6	5	6	5	7	6	6	7	8	4	3	2	65	18
Alcohol/Narcotics Charges	12	15	8	10	11	18	7	11	3	10	14	8	127	-67
Crimes Against Persons Charges	9	8	7	4	5	9	6	5	3	5	9	5	75	5
Crimes Against Property Charges	0	1	3	2	3	1	3	0	3	5	1	1	23	-15
Other Charges	19	18	11	12	13	17	18	19	14	13	20	5	179	4
Animal Calls	34	54	49	50	64	69	59	59	62	40	23	42	605	-23
Total Calls for Service	1703	1854	1741	1722	2185	1966	2038	1909	2032	1610	1462	1597	21819	140
Total Calls for Service for the year	1703	3557	5298	7020	9205	11171	13209	15118	17150	18760	20222	21819		0



To **Park & Recreation Commission Board Members**
CC **Mayor, City Council, City Administrator**
From **Shelly Simpson**
Date **December 28, 2022**
Re **Monthly Report – December 2022**

December was the start of registration for Winter/Spring programs and this is reflected in our monthly revenue report totaling \$89,229 at end of this report. We conducted custodian interviews, searched for new aerobic instructors, attended budget meetings, and planned around city holidays, time off requests, and weather- related closings.

I also volunteered as City's United Way Champion and our goal is to increase participation, raise more money and create new incentives for those employees who do donate to the community.

Recdesk Database:

Reviewing our Recdesk database; we have 12,071 residents (62%) and 7,329 non-residents (38%) totaling 19,400 individuals. Increase of 335 from last month.

Aqua Programs:

Aqua classes continue to have great participation. This session had approximately 66 registered participants, plus daily drop-ins. Arthritis Aqua, Aqua Zumba, Aqua Aerobics/Toning and Water Resistance continue to be the most popular. Aqua Program revenues totaled \$5,483.

Swim Lessons:

Swim lessons came to an end and will not resume until mid-January, Swim lesson registration and revenues totaled \$23,350.50.

Leagues/Sports:

Adult leagues and Competitive Leagues will resume in January.
We will be offering another session of NL Wrestling Club, Pee Wee Sports, and our huge Supreme Basketball League as the new year begins.
Leagues revenues totaled \$4,525.

Recsters BASP Program:

BASP (Dec) numbers are AM – 21 participants, PM – 46 participants.
All Days: Dec 27-29 averaged 20 participants per day.
Before & After School revenues this month totaled \$10,905.

Classes/Programs:

Some new classes such as Hapkido JiuJitsu, HIIT 30 min, and Taiji are being offered. We had approximately 21 registered participants, plus daily drop-ins. We are searching for new aerobic instructors to begin classes in January. Tippi Toes Dance classes continue with 67 participants. Senior Connections Lunches continued with 72 meals for the month.
Classes/Programs revenue totaled \$17,247.

Pools: Indoor pool continues to be busy with lap swimmers, exercise class participants and open swim. This month, Season Pool Pass revenues totaled \$1,449; Daily Pool Fees totaled \$2,234; Pool Rentals totaled \$1,750 and Concessions revenues totaled \$0.

Weight & Exercise Area / Track:

Weight fee revenues totaled \$16,320; Split membership revenues totaled \$1,415.

We had 2,871 active memberships for the month.

We had 1,204 point of sale transactions for month.

Gymnasiums:

Gymnasium Rental revenues totaled \$3,427.35.

Rentals:

Community Center Rental revenues totaled \$1,277.65; Shelter rental revenues totaled \$0;

Field Rental revenues totaled \$22.50.

Revenues:

Revenues for this month totaled \$89,228.99

Additional Reports: Recdesk Monthly Revenue, Dashboard Summary, Membership Summary and Organizational Activity.



To **Mayor and City Council**
CC **City Administrator Ryan Heiar**
From **Street Superintendent Michael Pentecost**
Date **January 3, 2022**
Re **Street Department Staff Monthly Report for December**

The following items took place in the month of **December** that involved the Streets Department.

- Locating of City Utilities (154 job tickets) ongoing
 - a. This is a decrease of 33% from December 2021
 - b. Total yearly locates totaled 3,724 job tickets
 - c. This is a decrease from the previous year of 3,947 job tickets
- Continued animal control services (10 responses to animal issues)
- Cemetery plot locates (1 in total)
- Projects/Meetings
 - a. Dubuque St
 - i. Contractor worked on punch list items. Remaining items to be completed in spring.
 - b. Storm Water GPS Data gathering
 - i. 90% of information collected
 - ii. Contractor working on getting data on GPS web platform
- Construction Plan Review group met to discuss recent submittals
- Training
 - a. Staff completed CPR/AED training by Red Cross
 - b. This is a 2-year certification
 - c. Remaining staff completed annual FIT respiratory testing
- Street sign repairs and replacement
- Street light trouble shooting and repairs in various locations
- Grading of Ranshaw Way gravel shoulder
- Annual inspection of vehicle hoist at maintenance facility
- Staff conducted monthly safety inspections for all street equipment and buildings
- Staff conducted monthly warning siren testing in all 8 locations
- Service and maintenance of various equipment
- Cold patching street repairs in various locations
- Storm Sewer
 - a. Heritage Dr stream restoration project
 - i. Bids received back from contractors a little under expected price
 - ii. Contractor expecting to start in January
 - b. Staff jetted clogged storm pipe off N Front St and was able to open up
 - c. Debris and leaves clogged up pipe

- Sanitary Sewer
 - a. Jet and vac maintenance off sewer mains at Zeller St, Zeller Ct, Heritage Dr, Hackberry St, and Bayberry Ln
- Snow operations
 - a. Snow events 12-15, 12-22 to 12-24, and 12-26
 - b. Anti-ice applied for 12-15 and 12-22 events
 - c. 234 miles, 13,353 gallons costing \$1496 for anti-ice treatment
 - i. Blizzard Storm
 - 1. All equipment and supplies were prepared for extreme winds and temperatures
 - 2. All safety personal (Police and Fire) were updated on Streets Dept storm management plan
 - 3. Staff worked in teams of 5, changing every 8 hours to keep roads open and usable during blizzard conditions for almost 3 days.
 - d. Staff worked about 380 extra hours of OT during weather conditions



To **North Liberty Mayor and City Council Members**
CC **City Administrator Ryan Heiar**
From **Water Superintendent Greg Metternich**
Date **January 4, 2023**
Re **Monthly Report – December 2022**

In the month of December, we treated a total of 35,348,000 gallons of water, our average daily flow was 1,140,000 gallons, and our maximum daily flow was 1,372,000 gallons. The total amount of water used in the distribution system was 6.95% higher than December 2021. We treated a total of 448,555,000 gallons of water for the entire year, which averages out to about 37,379,000 gallons a month. In comparing 2021's pumpage to 2022's, there was a decrease of approximately 13,295,000 gallons which comes out to a 2.87% decrease for the year.

We have had a busy month with 9,119 accounts read, 54 re-reads, 82 service orders, 42 shut-offs, 32 re-connects for water service, 199 shut-off notices delivered, 11 new meter set inspections, 15-meter change outs, 22 MIU change outs, assisted 22 customers with data logging information, 39 calls for service, and 20 after hour or emergency calls. Our monthly total service work averaged 24 service orders per day.

We had to repair a service leak at the distribution storage building (old Streets Shop) last month. The leak surfaced near an area that was repaired a couple of years ago, it turned out to be leaking at the curb box that was about 10 feet away from the water main. We replaced the 1 inch service line from the water main to the curb box and installed a new valve. The water main was about 10 feet deep, normal bury depth should be around 5.5 feet deep.

Maintenance staff finished flushing hydrants the first part of December and started working on our annual equipment maintenance. Our Freightliner semi developed an antifreeze leak that turned out to be coming from the degas tank. We replaced the degas tank, water pump, hoses, belts, thermostat, and did an oil change, the truck was purchased used 2 years ago with 384,000 miles on it.

Staff replaced the electric heater in our bulk water fill building last month. The heater that was originally installed had been removed from the old treatment plant. The current setup for the fill station seems to be working very well in cold weather.

Staff has continued to work on our service line inventory for the Revised Lead and Copper Rule, and surveyed the water distribution system in two new subdivisions.

Water Superintendent
Greg Metternich



To **City Council, Mayor and City Administrator**
From **Drew Lammers**
Date **Jan. 1, 2023**
Re **December 2022 Water Pollution Control Plant (WPCP) Report**

1. All scheduled preventative maintenance at the plant and lift stations was completed. Staff stayed busy with numerous operational jobs throughout the month.
2. This month's staff safety meeting topic was Safety Plan Review. Staff completed target solutions online training for pumps and motors maintenance safety. Staff also completed quantitative fit test training on all respirators used within the dept.
3. WPCP flushed all lift station wet wells before the temperatures dropped too low. Some stations accumulate more grease and grit than others so keeping the wet wells clean can prevent major float and transducer issues as well as protect the pumps and valves from pipe buildup or clogging.
4. We continue to work with insurance, vendors, and contractors to repair, replace, and clean equipment related to the membrane blower fire in October. The replacement blower has been delivered and we plan to set it in place in January as soon as Service Master completes the mitigation cleaning.

During soot and smoke mitigation cleaning we discovered the ceiling, walls, and several pipes and conduits will need to be repainted. Although the mitigation looks much better it seems nearly impossible to make everything look as clean as it was without repainting. I have been working on getting quotes for this work and it will be filed within the same insurance claim as all other blower fire items.

5. Management staff met with engineers regarding the Facility Plan Update project. We visited Ames, Grimes, and Washington WW treatment facilities. Each facility provided insight from experienced operators with equipment similar to what will be proposed for North Liberty's future expansion(s). This equipment was very beneficial for our staff to see in person and ask questions regarding operations and maintenance.
6. The extreme cold and wind created several issues with outdoor equipment. During the day staff worked to keep access open to all areas of the facility and lift station equipment. After hours on-call staff and myself worked diligently to keep PVC pipes coupled together for membrane aeration. Several PVC couplers failed and had to be brought inside to warm up before reinstalling on the MBR trains. We also had issues with generator block heaters not keeping up and lift station building heaters overworking. Added insulation and supplemental heat provided enough to get us through the storm though. WPCP also had an interruptible power event requested by CIPCO during sub-zero temperatures, everything operated by procedure.
Drew Lammers - WPCP Superintendent



**Planning Commission
January 3, 2023
Council Chambers, 1 Quail Creek Circle**

Call to Order

Chair Josey Bathke called the January 3, 2023 Planning Commission to order at 6:30 p.m. in the Council Chambers at 1 Quail Creek Circle. Commission members present: Barry A'Hearn, Josey Bathke, Sheila Geneser, Jason Heisler, Brian Vincent, Dave Willer; absent: Patrick Staber.

Others present: Ryan Rusnak, Ryan Heiar, Tracey Mulcahey, Will Downing, and other interested parties.

Approval of the Agenda

Heisler moved, Willer seconded to approve the agenda. The vote was all ayes. Agenda approved.

Public Hearing on Zoning Map Amendment

Staff Presentation

Rusnak presented the request of Physicians Building Group, LLC for a zoning map amendment (rezoning) on approximately 33.48 acres from O/RP Office and Research Park District to C-3 Higher Intensity Commercial District. The property is located on the west side of South Kansas Avenue approximately .23 miles north of West Forevergreen Road. Staff recommends the Planning Commission accept the listed finding, the rezoning request from O-RP Office and Research Park to C-3 Higher Intensity Commercial District would achieve consistency with the approval standards enumerated in Section 165.09 of the Zoning Code, and forward the request for zoning map amendment (rezoning) from O-RP Office and Research Park District to C-3 Higher-Intensity Commercial District on approximately 33.48 acres to the City Council with a recommendation for approval.

Applicant Presentation

Will Downing, RDG Planning and Design, was present on behalf of the applicant and offered additional information on the request.

Public Comments

No public comments were offered.

Questions and Comments

The Commission discussed the application including that this was not an unexpected change with the offering of this zoning district.

Recommendation to the City Council

Heisler moved, A'Hearn seconded that the Planning Commission accept the listed finding and forward the zoning map amendment to the City Council with a recommendation for approval. The vote was: ayes – Willer, Vincent, Geneser, Heisler, A'Hearn, Bathke, nays – none. Motion carried.

Public Hearing on Ordinance

Staff Presentation

Rusnak presented the request of the City of North Liberty for an Ordinance amending Chapter 180: Subdivision Ordinance, Chapter 165: Zoning Code – Administrative, and Chapter 173: Zoning Code – Sign Regulations, of the Municipal Code of the City of North Liberty, Iowa. Staff recommends approval with one finding; the proposed Ordinance would implement desired practices and adapt to changing land use trends.

Public Comments

No public comments were offered.

Questions and Comments

The Commission discussed the application including the approval process of the escrow and why the change.

Recommendation to the City Council

Vincent moved, Geneser seconded that the Planning Commission accept the listed finding and forward the Ordinance amendment to the City Council with a recommendation for approval. The vote was: ayes – Heisler, Willer, Geneser, A'Hearn, Vincent, Bathke; nays – none. Motion carried.

Approval of Previous Minutes

A'Hearn moved, Willer seconded to approve the minutes of the November 1, 2022 meeting. The vote was all ayes. Minutes approved.

Old Business

No old business was presented.

New Business

Rusnak reported that the Commission should see the Comprehensive Plan in February. Heisler asked about the Pizza Ranch/Entertainment Center that was in the press.

Adjournment

At 6:42 p.m., Willer moved, A'Hearn seconded to adjourn. The vote was all ayes. Meeting adjourned.

Signed:

Tracey Mulcahey, City Clerk



December 2, 2022

North Liberty, City of
Attn: Honorable Mayor & Council
P.O. Box 77
North Liberty, IA, 52317

Subject: Water Supply Sanitary Survey
North Liberty Water Supply
Public Water Supply ID #IA5252072
State ID # 310371352

Dear Honorable Mayor & Council:

Enclosed you will find the report for the sanitary survey conducted on November 21, 2022. As the report indicates, the inspection did not identify any significant or minor deficiencies. Therefore, a written response is not required.

In conclusion, as the owner/operator of a public water supply it is your responsibility to be aware of, and comply with all state and federal laws, ordinances, and other requirements pertaining to the operation of a public water supply. If there are any questions regarding the inspection or report, please contact me.

If there are any questions regarding the inspection or report, please contact me.

Sincerely,

Mark Heiderscheit
Digitally signed by Mark Heiderscheit
Date: 2022.12.02 10:46:06 -06'00'

Mark Heiderscheit
Environmental Specialist
Iowa Department of Natural Resources
1023 West Madison, Washington, IA 52353
Phone: 319-653-2135 | Cell: 319-653-1622 | Fax: 319-653-2856
Mark.Heiderscheit@dnr.iowa.gov

MRH:\ws\inspections\ss\2022\5252072_112822_North Liberty Water Supply_Sanitary Survey
Picture Filename: 5252072_112122_North Liberty Water Supply (1 through 30)

Enclosure(s): 1) Sanitary Survey Report

c: Water Supply Operations (w/encl. 1, via email: pwsrecords@dnr.iowa.gov)
Greg Metternich (w/encl. 1, via email: gw10276@msn.com)
Facility File – Municipal

✓CH
— copy to
Council

PUBLIC WATER SUPPLY INFORMATION			
SYSTEM	NAME: North Liberty Water Supply		PWS CLASSIFICATION: Community
	ADDRESS: North Liberty, City of, Attn: Honorable Mayor & Council, P.O. Box 77, North Liberty, IA, 52317		PHONE: 319-626-5719
	RESPONSIBLE AUTHORITY/OWNER: North Liberty, City of		
	ADDRESS: North Liberty, City of, Attn: Honorable Mayor & Council, P.O. Box 77, North Liberty, IA, 52317		PHONE: 319-626-5719
	TREATMENT GRADE: WT3	DISTRIBUTION GRADE: WD2	WATER USE PERMIT #: 2761m7

SOURCE/ENTRY POINT	SDWIS NAME: S/EP 05 From Wells' #3 thru 6, & Wells #8 thru 9 S/EP 04 From Well #7 (ASR)	DESCRIPTION/PHYSICAL LOCATION: 433 South Front Street 99 Vandello Drive
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RESPONSIBLE OPERATOR(S)	NAME: Gregory Metternich	WT GRADE: WT4	WD GRADE: WD4	CERTIFICATION #: 4005
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SURVEY INFORMATION				
SURVEY	DATE THIS SURVEY: 11/21/2022	DATE LAST SURVEY: 02/12/2020	PURPOSE: Routine Sanitary Survey	
PERSON INTERVIEWED	NAME: Greg Metternich		TITLE: Water Superintendent	
CONSUMPTION	Period Reviewed: 02/13/2020 - 11/21/2022	AVERAGE DAILY USE (MGD): 1.265 MG	MAXIMUM DAILY USE (MGD): 1.8	PE @100 GPCD: 12,650
POPULATION SERVED	TOTAL NUMBER OF SERVICE CONNECTIONS: 8400		POPULATION OUTSIDE CORPORATE LIMITS: 12	
	CENSUS POPULATION: 21,899		TOTAL POPULATION SERVED*: 21,900	
	MILES OF PIPE:			

*equals census pop. + population outside corp. limits(2.5 X # of service connections or actual pop.)

SURVEY INFORMATION		
ASSESSMENTS	SOURCE CLASSIFICATION: Ground water	ORGANIC CHEMICAL PHYSICAL VULNERABILITY (SW/IGW SYSTEMS ONLY): No
	ORGANIC CHEMICAL VULNERABILITY (GW SYSTEMS ONLY): No	ORGANIC PHYSICAL VULNERABILITY (GW SYSTEMS ONLY): No

AUTHENTICATION	
INSPECTOR	NAME/TITLE: Mark Heiderscheit Environmental Specialist Mark Heiderscheit Digitally signed by Mark Heiderscheit Date: 2022.12.02 10:46:39 -06'00'
REVIEWER	NAME/TITLE: Aaron Pickens Environmental Specialist Senior Aaron Pickens Digitally signed by Aaron Pickens Date: 2022.12.02 09:53:16 -06'00'

General Description

The City of North Liberty Water Supply utilizes seven wells, identified as wells #3 through 9. The Silurian Aquifer wells (#s: 3, 4, and 9) are generally always online. The Jordan Aquifer wells (#s: 5, 6, and 8) rotate in service every 24 hours with at least one Jordan well out of service on a daily basis. The water supply also has an Aquifer Storage and Recovery (ASR) well (Well #7) which is permitted to store 75 million gallons per year. Under normal operations, treated water is injected from January to April and treated water is recovered from June to October. Recovered water from the ASR is supplied to the distribution system via source/entry point 4. A consecutive (emergency) connection is also present with the Coralville Municipal Water System (PWSID: 5208071). Treatment of the drinking water consists of the following (in order of treatment):

- A. Anti-scaling chemical (Vitec 3000) is added to prevent fouling of the reverse osmosis units.
- B. Cartridge filters are used to remove larger particles prior to the reverse osmosis units.
- C. Three one million gallon reverse osmosis nano-filtration skids are used for radionuclide and ammonia removal. Generally, only one skid is used at a time.
- D. Forced-draft aeration is used to raise pH following reverse osmosis.
- E. Following aeration, raw water is blended with permeate (82%/18% blend ratio).
- F. Liquid sodium hypochlorite (12.5 % solution) for disinfection.
- G. Sodium hydroxide (30% solution) is applied before being pumped to a 750,000-gallon ground storage reservoir.
- H. Orthophosphate (Hawkins LC-31) is applied to water from the GSR prior to being pumped to distribution system via three 150 horsepower high service pumps.

One 750,000-gallon ground storage reservoir #4 (ST04) located at the treatment plant provides storage and pressure. In addition to the ground storage reservoir, there are two elevated storage towers (EST's) within the distribution system that provide additional storage and pressure. The EST located on Kansas Ave has capacity of 400,000-gallon (ST02); and the EST on 240th Street has a capacity of a one million-gallons (ST03).

The water supply has two high service pumping stations. The newest pumping station (PF02) is located at the treatment plant and consists of three vertical turbine pumps rated at 150 gpm each for a total of 450 gpm. In addition to the pump station at the treatment plant, there is a second, older, pump station (PF01) located at 1520 Cedar Spring Drive that has four 15 horsepower split case pumps and one jockey pump.

1. Sources:

- Development and implementation of Source Water Protection plans are encouraged for all wells and may result in fewer monitoring requirements in the future. It is recommended that the facility develop a Source Water Protection Plan. Please contact Matt Dvorak, Source Water Protection Coordinator, via email at matthew.dvorak@dnr.iowa.gov or telephone 515-725-8468 or Iowa Rural Water Association at 641-787-0330 for assistance with developing a plan.

2. Treatment:

- TP02 - Please submit monthly operation reports to the Iowa Department of Public Health for review through the Community Water Fluoridation program (MOR@idph.iowa.gov). For questions, contact Sarah at sarah.petersen@idph.iowa.gov or (515)204-3450.

3. Distribution System:

- 950 - Leaks in the water distribution system result in economic losses and create a public health risk. Risk to public health can be caused by contaminants entering the pipe through leak openings if water pressure in the distribution system is lost. While water audits provide an overall view of water losses and identify areas of the distribution system having excessive leakage, leak-detection surveys determine the exact location of leaks by use of sophisticated listening devices and noise correlators.
- 950 - There shall be no connection between the distribution system and any pipes, pumps, hydrants, or tanks whereby unsafe water or other contaminating materials may be discharged or drawn into the distribution system. It is recommended that the system conduct annual inspections to identify cross-connections within the distribution system. The EPA's Cross-Connection Control Manual (available via the internet) may be helpful in establishing an inspection program. [Recommended Standards for Water Works 8.10.1]
- 950 - The minimum size of water main which provides for fire protection and serving fire hydrants shall be six-inch diameter. The minimum size of water main in the distribution system where fire protection is not to be provided should be a minimum of three inch diameter. When fire protection is provided, it should be limited to segments of the distribution system that are served with adequately sized piping between the point of use and the treatment plant and in accordance with the requirements of the State Insurance Services Office. [Recommended Standards for Water Works 8.2.2 and 8.2.3]

4. Finished Water Storage:

There are no deficiencies or recommendations to report based on observations made at the time of this survey.

5. Pumps, Pump Facilities and Controls:

There are no deficiencies or recommendations to report based on observations made at the time of this survey.

6. Monitoring, Reporting and Data Verification:

There are no deficiencies or recommendations to report based on observations made at the time of this survey.

7. Water System Management and Operations:

There are no deficiencies or recommendations to report based on observations made at the time of this survey.

8. Operator Certification Compliance

There are no deficiencies or recommendations to report based on observations made at the time of this survey.

Summary of Significant Deficiencies

There are no significant deficiencies to report based on observations made at the time of this survey.

Summary of Minor Deficiencies

There are no minor deficiencies to report based on observations made at the time of this survey.

Summary of Requirements

There are no requirements to report based on observations made at the time of this survey.

Summary of Recommendations

1. Implement a leak detection survey program.
2. Ensure water mains are sized appropriately where fire protection is provided. [Recommended Standards for Water Works 8.2.2 and 8.2.3]
3. Conduct annual inspections to identify cross-connections within the distribution system. The EPA's Cross-Connection Control Manual (available via the internet) may be helpful in establishing an inspection program. [Recommended Standards for Water Works 8.10.1]
4. Submit monthly operation reports to the Iowa Department of Public Health for review through the Community Water Fluoridation program (MOR@idph.iowa.gov).
5. Develop a Source Water Protection Plan.

Summary of Reminders

There are no reminders to report based on observations made at the time of this survey.