



**North Liberty City Council  
Regular Session  
February 14, 2023**



# **City Administrator Memo**



To **Mayor and City Council**  
 From **Ryan Heiar, City Administrator**  
 Date **February 10, 2023**  
 Re **City Council Agenda February 14, 2023**

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### Consent Agenda

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

- City Council Minutes (01/24/23)
- Claims
- Change Order #1, Community Center Roof Project, T&K Roofing Co., (\$2,698.78)
- Pay Application #5, Community Center Roof Project, T&K Roofing Co., \$16,778.16

### Meetings & Events

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

Monday, Feb 20  
President's Day – City Offices  
Closed

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

### Iowa City Community School District Presentation

ICCSA Board Chair Lisa Williams and Superintendent Matt Degner will be at Tuesday's meeting to present a districtwide preschool program and cost sharing concept that was previously discussed at a joint meeting. The packet includes a slide deck of the district's presentation.

### FY24 Maximum Levy Budget Hearing

The maximum levy budget hearing is the first of two public hearings required prior to final approval of the FY24 budget. The hearing notice, which is included in the packet and will be published in the paper, identifies the tax rate as ~\$11.32 and property taxes collected at ~\$12.8 million. The tax rate is identical to the FY23 rate. Should the state retroactively reduce the residential rollback, it is anticipated to reduce general fund revenues by \$400k. According to the Department of Management, as long as the City does not increase its tax asking from \$12.8 million, changing the tax rate to accommodate the reduction in taxable valuation will not instigate another maximum levy hearing. In other words, if the Council decides to make changes to the budget as a result of the pending rollback legislation, the hearing process will not have to restart.

### Solomon's Landing Street Naming

At the time of preliminary site plan approval, the private street names were not depicted on two of the proposed Solomon's Landing multiple-unit residence developments. Since street naming requires approval by resolution, official action by the City Council is needed. The Planning Commission unanimously recommended approval of the street

names Emory Place and Quarter Moon Court at its February 7 meeting. Staff recommends approval as well.

## Zoning Ordinance (Moratorium), First Reading

In anticipation of the adoption of a new Comprehensive Plan, the City enacted a moratorium on site plan applications for districts and uses which were incompatible with either the current or future land use requirements. This ordinance modifies the moratorium to only consider compatibility with the 2023 future land use map to be included with the new Comprehensive Plan. The intention is for this amendment to take effect contemporaneously with the adoption of the new plan, so as to provide a seamless transition. The moratorium itself would continue through May, so that the City can initiate rezonings to address any remaining inconsistencies. Staff recommends approval of the ordinance.

## GRD Burleson Annexation

GRD Burleson, LLC. is requesting annexation of 3.12 acres – east of North Liberty Road south of South Dubuque Street – into the city. It is anticipated that this property would be combined with recently annexed property directly to the north to facilitate a potential mixed-use development. This annexation is consistent with the annexation agreement with Coralville. City water and sanitary sewer services are immediately available to the site and all other typical city services will be provided upon annexation. All required notifications have been made and no objections to the annexation have been received. Staff recommends approval of the annexation.

## West Penn Street Project

Previously, the City Council approved an agreement with Johnson County defining the terms for a joint street project on Penn Street, from Herky Street to James Avenue. The agreement states that the City will take the lead on the project, requesting reimbursement from the county after final completion. Staff is recommending approval of a proposal from Shive Hattery in the amount of \$147k for the design and construction administration of the West Penn Street improvements. Total project costs are estimated at \$1.142 million, with the City's responsibility equaling ~\$435k.

## Penn Meadows Park Parking Lot Project

The Penn Meadows Parking Lot Improvements project was briefly put on hold last year in an attempt to acquire a neighboring property. Unfortunately, the attempt was futile, and the property has since been purchased by another party. Staff is now prepared to proceed with the project, which includes rehabilitation of the existing lot and addition of a

new (west) lot consisting of 63 parking spaces. Staff recommends approval of the design proposal with Shive Hattery in the amount of \$162k. The estimated project cost is \$1.255 million and is expected to start the 2023 ball season.

## North Side Community Park

The City approved plans in 2022 to move forward with a proposed acquisition of real estate between North Jones Boulevard and Ranshaw Way for future park space. Staff has identified an alternative configuration of real estate in the same area which accommodates the City's future needs as well or better than the previously identified parcels. The alternative configuration does not extend the full distance to Ranshaw Way, preserving the area for possible commercial development, which had been previously requested by the property owner. Deviation from the previously identified area requires a public hearing. Staff has also obtained an appraisal for the alternative configuration, and recommends the City ratify that appraisal, valuing the alternative parcel at \$2,520,000, as just compensation for the property. Doing so will enable the City to move forward with due speed to complete the acquisition. Staff recommends approval of both resolutions.

## Forevergreen Estates Part One

The developer of Forevergreen Estates Part one is seeking final plat approval and wishes to attain such approval prior to the final construction and acceptance of public improvements in accordance with Chapter 180.11 of the City Code. The developer has established an irrevocable letter of credit in favor of the City in an amount sufficient to ensure their timely construction. The Surety Agreement will ensure that the improvements will be completed without risk to the City. The SMF agreement contemplates all of the necessary protections to ensure that storm water facilities in the development will be managed appropriately. Staff recommends approval of these agreements as well as the final plat.

## Fire Station #2 Land Acquisition

In December, staff provided information regarding sites for future fire station #2 and recommended Council consider a site on St. Andrews Drive, adjacent to the west entrance of Centennial Park (referred to as Preferred Site #2). The December 5, 2022 memo is included in the packet for reference. Staff is asking Council to affirm the selection of Preferred Site #2 and authorize staff to proceed with acquisition. The neighborhood has been notified of this agenda topic via email and the Neighborhood Ambassador has been contacted. The property owner has also been notified through his attorney.

## Physician's Building Group Zoning Map Amendment, Second Reading

This 33.48-acre rezoning request – west side of South Kansas Avenue approximately .23 miles north of West Forevergreen Road - to C-3 Higher Intensity Commercial District would allow for greater flexibility for Steindler Orthopedic Clinic with respect to lot sizes and commercial uses. Notably, this version of the C-3 District was not available at the time when the property was rezoned to O/RP Office and Research Park District in 2021. Staff has seen a couple of concepts for the proposed medical facility, but nothing formal has been submitted. A good neighbor meeting was held on December 22. One person outside City staff and the applicant attended and had general questions about the type of development proposed. One letter of concern from the adjacent property owners is included in the background material. Concerns include the proposed site design and impacts from additional development. The Planning Commission unanimously recommended approval of this rezoning at its January 3 meeting. Staff recommends approval as well.

## Zoning Ordinance Amendment, Second Reading

This minor, staff-initiated amendment, would implement desired practices and adapt to changing land use trends. Specifically, the proposed changes:

- eliminate the requirement for the City to accept a performance bond as collateral for an accepted subdivision,
- state that right-of-way may be required when submitting a site plan,
- increase the square footage of monument signs from 25 to 50; and
- clarifies that multifamily in commercial areas are not subject to the recently approved moratorium.

The Planning Commission unanimously recommended approval of the amendment at its January 3 meeting. Staff recommends approval as well.



# **Agenda**



**CITY COUNCIL**

February 14, 2023

**6:00 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, January 24, 2023
  - B. Claims
  - C. Community Center Roof Project, T&K Roofing Co, Change Order Number 1, (\$2,698.78)
  - D. Community Center Roof Project, T&K Roofing Co, Pay Application Number 5, \$16,778.16
5. Public Comment
6. Engineer Report
7. City Administrator Report
8. Mayor Report
9. Council Reports
10. Iowa City Community School District presentation
  - A. Local Option Sales Tax funding preschool
  - B. Council discussion
11. FY 2023-24 Budget
  - A. Public Hearing regarding proposed maximum tax levy
  - B. Resolution Number 2023-10, A Resolution approving the maximum tax dollars from certain levies for the City of North Liberty's Proposed Budget for Fiscal Year 2023-2024
12. Street Naming
  - A. Planning Commission and Staff recommendations



- B. Resolution Number 2023-11, A Resolution authorizing and approving the naming of Emory Street Place and Quarter Moon Court in Solomon's Landing Part One in the City of North Liberty, Johnson County, Iowa
13. Zoning Ordinance - Moratorium
    - A. Public Hearing regarding proposed ordinance amendment
    - B. Staff and Planning Commission recommendations
    - C. First consideration of Ordinance Number 2023-03, An Ordinance amending Chapter 165 of the City Code (Zoning Code - Administrative) by narrowing certain compliance requirements within the existing site plan application and review moratorium
  14. GRD Burleson Annexation
    - A. Resolution Number 2023-12, A Resolution approving annexation of certain property to the City of North Liberty, Iowa
  15. West Penn Street
    - A. Resolution Number 2023-13, A Resolution approving a Services Agreement between the City of North Liberty and Shive-Hattery, Inc. for the West Penn Street Improvements Project
  16. Penn Meadows Park North Parking Lot
    - A. Resolution Number 2023-14, A Resolution approving a Services Agreement between the City of North Liberty and Shive-Hattery, Inc. for the Penn Meadows Park North Parking Lot Project
  17. North Side Community Park
    - A. Public Hearing regarding proposed North Side Park property purchase
    - B. Resolution Number 2023-15, A Resolution of approval to proceed with a public improvement, the North Side Community Park Project
    - C. Resolution Number 2023-16, A Resolution establishing fair market value and just compensation for the acquisition of certain property for the North Side Community Park Project
  18. Forevergreen Estates Part One
    - A. Resolution Number 2023-17, A Resolution approving the Storm Water Management Facilities Maintenance Agreement and Easement between the City of North Liberty and Bowman Property, LLC that establishes the terms and conditions under which storm water management facilities will be maintained for Forevergreen Estates Subdivision Part One in the City of North Liberty, Iowa

B. Resolution Number 2023-18, A Resolution approving the Final Plat and accepting Surety for public improvements for Forevergreen Estates Part One, North Liberty, Iowa

19. Fire Station #2

A. Discussion and possible action on Fire Station #2 land acquisition

20. Physician's Building Group Zoning Map Amendment

A. Second consideration of Ordinance Number 2023-01, 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

21. Zoning Ordinance Amendment

A. Second consideration of Ordinance Number 2023-02, An Ordinance amending Chapter 180: Subdivision Ordinance, Chapter 165: Zoning Code – Administration, and Chapter 173: Zoning Code – Sign Regulations, of the Municipal Code of the City of North Liberty, Iowa

22. Old Business

23. New Business

24. Adjournment



# **Consent Agenda**



**City Council**  
January 24, 2023  
Regular Session

**Call to order**

Mayor Chris Hoffman called the January 24, 2023, Regular Session of the North Liberty City Council to order at 6:00 p.m. in the Council Chambers, 1 Quail Creek Circle. Councilors present: Ashley Bermel, RaQuishia Harrington, Erek Sittig, Brent Smith and Brian Wayson; absent: none.

Others present: Ryan Heiar, Mary Byers, Grant Lientz, Ryan Rusnak, Kevin Trom, Shelly Simpson, Guy Goldsmith, Michael Pentecost, Brandon Pratt, Brad Klaes, 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, Regular Session, January 10, 2023; City Council Minutes, Special Session, January 17, 2023; the attached list of Claims; Liquor License Renewal, The Station; Liquor License Renewal, Urban Fuel; Liquor License Renewal, Walgreen Co.; Jones Boulevard Project, Retainage Pay Application, Schrader Excavating & Grading, \$69,886.04; City Hall Project, Pay Application Number 1, City Construction, \$695,366.75. The vote was all ayes. Consent Agenda approved.

**Public Comment**

No public comments were offered.

**City Engineer Report**

City Engineer Trom had nothing to report but was available to answer any questions from the Council.

**City Administrator Report**

City Administrator Heiar gave the schedule to present the Comprehensive Plan. The Planning Commission will review the document on February 7<sup>th</sup> and Council should be prepared to act on the document at their February 28<sup>th</sup> meeting.

**Mayor Report**

Mayor Hoffman reported the Annual Joint Communications Report is the Council Packet.

Mayor Hoffman read a proclamation making the first Thursday in February as Optimist Day in North Liberty.

## **Council Reports**

Bermel reminded everyone this weekend is Beat the Bitter in North Liberty. Sittig reported that he will have to leave the meeting at 7:15 p.m.

## **FY 2023-24 Budget**

Heiar and Council discussed outstanding items on FY 2023-24 Budget that were not discussed at the last budget meeting. It was the consensus of the Council to fund the Animal Control Officer from the Social Service (ARPA) for this budget year. After discussion on Capital Improvement Projects the Council also was in consensus with staff recommendations. The Public Hearing for approving FY 2023-24 Budget Max Levy will be February 14, 2023.

## **Forevergreen Estates Part One**

Sittig moved, Harrington seconded to approve Resolution Number 2023-02, A Resolution approving the Amended and Restated Developer's Agreement for Forevergreen Estates Part One, North Liberty, Iowa. The vote was: ayes – Wayson, Bermel, Harrington, Smith, Sittig; nays – none. Motion carried.

## **The Evermore Part Two**

Harrington moved, Smith seconded to approve Resolution Number 2023-06, A Resolution approving the Surety Agreement and Addenda to Irrevocable Letters of Credit between DERS-380 LLC, Moyna North LLC, Central State Bank and the City of North Liberty, Iowa. The vote was: ayes – Sittig, Smith, Wayson, Harrington, Bermel; nays – none. Motion carried.

Harrington moved, Sittig seconded to approve Resolution Number 2023-07, A Resolution approving the Final Plat and accepting improvements for The Evermore Part Two, North Liberty, Iowa. The vote was: ayes – Harrington, Sittig, Bermel, Smith, Wayson; nays – none. Motion carried.

## **Library Improvements Project**

Harrington moved, Smith seconded to approve Resolution Number 2023-08, A Resolution accepting the Quotation and authorizing execution of the contract for the Library Improvements Project, North Liberty, Iowa. The vote was: ayes – Harrington, Smith, Sittig, Wayson, Bermel; nays – none. Motion carried.

## **Forvis Agreement**

Wayson moved, Bermel seconded to approve Resolution Number 2023-09, A Resolution approving the Master Services Agreement and Statement of Work A-1 between the City of North Liberty and FORVIS, LLP for accounting services. The vote was: ayes – Wayson, Bermel, Sittig, Harrington, Smith; nays – none. Motion carried.

## **Physician's Building Group Zoning Map Amendment**

Rusnak reported on the request of Steindler Orthopedic Clinic to be located on the west side of South Kansas Avenue on 33.48 acres. The applicant is asking for a C-3 Higher Intensity Commercial District, which would allow for greater flexibility with respect to lot sizes and

commercial use. The Planning Commission unanimously recommended approval along with City Staff.

No one was present on behalf of the applicant.

At 7:00 p.m., Mayor Hoffman opened the Public Hearing regarding proposed amendment to zoning on certain property. No oral comments were given and one letter of concern from the adjacent property was received. The public hearing was closed at 7:01 p.m.

Sittig moved, Wayson seconded to approve the first consideration of Ordinance Number 2023-01, 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 – Sittig, Bermel, Smith, Harrington, Wayson; nays – none. Motion carried.

### **Zoning Ordinance Amendment**

Rusnak reported that the Planning Commission and Staff recommend approval with no conditions.

Mayor Hoffman opened the Public Hearing regarding proposed amendments to the Zoning Ordinances at 7:03 p.m. No oral or written comments were received. The public hearing was closed at 7:03 p.m.

Sittig moved, Smith seconded to approve the first consideration of Ordinance Number 2023-02, An Ordinance amending Chapter 180: Subdivision Ordinance, Chapter 165: Zoning Code – Administration, and Chapter 173: Zoning Code – Sign Regulations, of the Municipal Code of the City of North Liberty, Iowa. The vote was: ayes – Bermel, Smith, Harrington, Sittig, Wayson; nays – none. Motion carried.

### **Solomon's Landing**

Brandon Pratt presented an entertainment district concept located on commercial area located on West Penn Street. The proposed development would include a sports facility, bowling alley, fun center and a new Pizza Ranch in the development. Drawings, photos, and design concepts were included in the Council Packet. The consensus of the council was in favor of the concept and would like city staff to work with Pratt with TIF incentives for the project.

### **Old Business**

No old business was presented.

### **New Business**

No new business was presented.

### **Adjournment**

Harrington moved; Wayson seconded to adjourn at 7:40 p.m. The vote was all ayes. Meeting adjourned.

**CITY OF NORTH LIBERTY**

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

Attest: \_\_\_\_\_  
Mary Byers, Deputy Clerk



**AIA**<sup>®</sup>

# Document G701™ – 2017

## Change Order

**PROJECT: (Name and address)**  
City of North Liberty Community Center  
Roof Replacement  
City of North Liberty Community Center  
520 W. Cherry Street, North Liberty, IA  
52317

**CONTRACT INFORMATION:**  
Contract For: General Construction  
Date: April 29, 2022

**CHANGE ORDER INFORMATION:**  
Change Order Number: 001  
Date: January 31, 2023

**OWNER: (Name and address)**  
City of North Liberty  
3 Quail Creek Circle  
P.O. Box 77  
North Liberty, Iowa 52317

**ARCHITECT: (Name and address)**  
Shive-Hattery, Inc.  
222 3rd Ave SE Suite 300  
Cedar Rapids, IA 52401

**CONTRACTOR: (Name and address)**  
T&K Roofing Company  
101 TK Drive  
PO Box 279  
Ely, IA 52227

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Conduit Repairs by Johnson Controls.

City Paid Invoices submitted by Johnson Controls and Ace Electric, Inc.

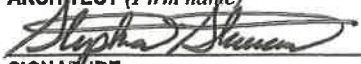
DEDUCTION (\$2,698.78)


The original Contract Sum was	\$	538,600.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	538,600.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	2,698.78
The new Contract Sum including this Change Order will be	\$	535,901.22

The Contract Time will be increased by Zero (0) days.  
The new date of Substantial Completion will be

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Shive-Hattery, Inc.  
ARCHITECT (Firm name)  
  
SIGNATURE  
Stephen Stewart, Roofing Consultant  
PRINTED NAME AND TITLE  
1/31/2023  
DATE

T&K Roofing Company  
CONTRACTOR (Firm name)  
  
SIGNATURE  
Todd Neel Controller  
PRINTED NAME AND TITLE  
1/31/23  
DATE

City of North Liberty  
OWNER (Firm name)  
  
SIGNATURE  
  
PRINTED NAME AND TITLE  
  
DATE



**APPLICATION AND CERTIFICATE FOR PAYMENT**

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 #: 5  
PERIOD TO: 01/31/23  
PROJECT NOS: 2112201050

Distribution to:  
 Owner  
 Const. Mgr  
 Architect  
 Contractor

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

CONTRACT DATE: 04/29/22

**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-----	\$	-2,698.78
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	535,901.22
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)		535,901.22
<b>5. RETAINAGE:</b>		
a. 5.0% of Completed Work (Columns D+E on Continuation Sheet)	\$	26,795.06
b. 5.0% of Stored Material (Column F on Continuation Sheet)	\$	
Total Retainage (Line 5a + 5b or Total in Column I of Continuation Sheet-----	\$	26,795.06
6. TOTAL EARNED LESS RETAINAGE----- (Line 4 less Line 5 Total)	\$	509,106.16
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b> (Line 6 from prior Certificate)-----		
	\$	492,328.00
8. CURRENT PAYMENT DUE-----	\$	16,778.16
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	26,795.06

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		-\$2,698.78
<b>TOTALS</b>		-\$2,698.78
<b>NET CHANGES by Change Order</b>		-\$2,698.78

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: [Signature] Date: 1/30/23

State of: Iowa  
County of: Linn

Subscribed and sworn to before me this 30 day of Jan 2023

Notary Public: [Signature]  
My Commission expires: 01/27/26



**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 ----- \$ 16,778.16  
(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: [Signature] Date: 1/31/2023

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.



# **ICCSD Presentation**

# Iowa City Community School District

## 2024-2025 Preschool Proposal

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February, 2023



IOWA CITY  
COMMUNITY  
SCHOOL DISTRICT  
Child-Centered : Future-Focused

# Overview

1

Current State

2

Desired State

3

Municipal  
Contribution and  
Key Takeaways



# 1

## Current State

- We currently offer preschool at 18 of our 21 elementary buildings. We have 29 total sessions, 18 AM sessions and 11 PM sessions.
- Other than our pilot sites, all other sites are a half day model. Our morning sessions are M-F from 7:45-10:45. Our afternoon sessions are M, T, W, and F from 12:00 - 2:55.
- Transportation is provided to and from school by families unless specified in a student's IEP.
- We currently are piloting three wrap care sites at Shimek, Hills, and Wickham. Wrap care is tuition based, however child care assistance may be utilized.
- Our 2022-2023 Kindergarten Class had a self reported 280 students who did not access preschool anywhere.



# 1

## Current Students Served

- 475 preschool eligible students are currently served at an Iowa City Community School District (ICCSA) Elementary for Preschool
- 114 preschool eligible students are currently served at a community partner agency affiliated with ICCSD
- The 2022-2023 Kindergarten enrollment included 1035 students.



# 2

## Desired State

1. Provide quality preschool offerings throughout the District to serve the maximum number of children and provide ease of access for families.
2. Provide high quality childcare options to increase access to preschool offerings and continue to pursue funding opportunities to provide childcare access for all ICCSD families who qualify for FRL.
3. Manage operational costs (classroom additions, transportation, and staffing) regarding preschool services

# 2

## Assumptions To Achieve Desired State

- Cost is based off an assumption of one preschool classroom at each elementary building (21).
- Each elementary classroom will have both an AM and PM Session for a total of 42 preschool sessions.
- Each preschool classroom will have wrap care that is available via tuition for all, and free for our FRL families.
- Transportation provided to eligible students.



# 3

## Funding

Funding Source	Conservative Enrollment *assumption of 26 per site	Maximum Enrollment *assumption of 40 per site
Total Cost	4,449,973	5,514,665
District Contribution	560,325	560,325
Special Education	729,450 ***	729,450 ***
Funding From State (SWVPP)	1,972,698	3,037,440
Municipal Contributions	1,660,000	1,660,000

3

## Operational Cost (Special Education and District Allocated Funds)

Area of Cost	Additional Operational Costs
<b>Lead Support Teacher (2)</b> *Avg cost 90,000 (salary and benefits)	135,000 (District Contribution) 45,000 (Special Education)
<b>Early Childhood Associate (IEP)</b>	As Needed (Special Education) ***
<b>Preschool Secretary (salary and benefits) (1)</b>	70,000 (District Contribution)
<b>Preschool IDS (2)</b>	135,000 (District Contribution) 45,000 (Special Education)
<b>Instructional Materials</b>	25,000 (District Contribution)
<b>Instructional Materials (IEP)</b>	As Needed (Special Education) ***
<b>Transportation</b>	166,950 (Special Education) 195,325 (District Contribution)
<b>Total Cost</b>	817,275
<b>District Contribution</b>	560,325
<b>Special Education</b>	256,950 + teacher cost (472,500) + <i>additional IEP costs</i>



3

## Operational Cost

Area of Cost	Conservative Enrollment: 546 (based on historical data)	Full Enrollment: 840 (based on all slots filled)
<b>EC Teacher and Benefits (21)</b>	1,890,000 (472,500 comes from SE)	1,890,000 (472,500 comes from SE)
<b>Early Childhood Associate (21)</b>	630,000	630,000
<b>Preschool Administrator (1)</b>	160,125	160,125
<b>Snack</b>	15,015	30,000
<b>Instructional Materials</b>	25,200	25,200
<b>Supplemental Assistance for WRAP care</b>	1,092,525 (218 students)	1,683,891 (336 students)
<b>Transportation</b>	292,333 (For eligible FRL Students)	750,724 (For all eligible students)
<b>District Contribution</b>	817,275 (256,950 comes from SE)	817,275 (256,950 comes from SE)
<b>Total Cost</b>	<b>4,449,973</b>	<b>5,514,665</b>
<b>District Contribution</b>	560,325	560,325
<b>Special Education</b>	729,450 ***	729,450 ***
<b>Funding From State (SWVPP)</b>	1,972,698	3,037,440
<b>Municipal Contributions</b>	<b>1,660,000</b>	<b>1,660,000</b>



## Shared Municipality Contribution Options

Options	North Liberty	Coralville	Iowa City	Hills	Univ. Heights	Unincorporated
<p>1. Enrollment Rate 2022-2023 Data</p> <p>Formula: Total Enrollment Percentage into Total Cost</p>	<p>22-23 = 278,429</p> <p>79 Students</p> <p>*Varies year to year. Numbers based on 22-23 Enrollment</p>	<p>22-23 = 359,491</p> <p>102 Students</p> <p>*Varies year to year. Numbers based on 22-23 Enrollment</p>	<p>22-23 = 983,313</p> <p>279 Students</p> <p>*Varies year to year. Numbers based on 22-23 Enrollment</p>	<p>22-23 = 17,622</p> <p>5 Students</p> <p>*Varies year to year. Numbers based on 22-23 Enrollment</p>	<p>22-23 = 0</p> <p>0 Students</p> <p>*Varies year to year. Numbers based on 22-23 Enrollment</p>	<p>22-23 = 21,147</p> <p>6 Students</p> <p>*Varies year to year. Numbers based on 22-23 Enrollment</p>
<p>2. Average Percentage Enrollment (6 Year Historical data)</p> <p>Locked Rate - 3 years</p>	<p>18%</p> <p>3 year = 298,800</p>	<p>22%</p> <p>3 year = 365,200</p>	<p>59%</p> <p>3 year = 979,400</p>	<p>1%</p> <p>3 year = 16,600</p>	<p>0.0025%</p> <p>3 year = 4,150</p>	<p>0.005%</p> <p>3 year = 8,300</p>
<p>3. Cost by Student (1,976.19)</p> <p>Formula based on 22-23 Kindergarten Data and Max Enrollment of 840 desired state, would vary year to year. Enrollment of 208 with Community Partners</p>	<p>176 Students</p> <p>347,810</p>	<p>156 Students</p> <p>308,286</p>	<p>488 Students</p> <p>964,381</p>	<p>5 Students</p> <p>9,881</p>	<p>5 Students</p> <p>9,881</p>	<p>10 Students</p> <p>19,762</p>

# 3

## Key Takeaways

- All students deserve to benefit from high quality preschool services.
- All students deserve to have their basic needs met, this includes things like food, safe learning space, trusted adults.
- Students who are eligible for FRL will have access to lunch, wrap care, and transportation to and from school if eligible for a reduced or free rate.
- Families who do not have FRL needs, will still have access to preschool with wrap care for a cost.



# Questions

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IOWA CITY  
COMMUNITY  
SCHOOL DISTRICT  
Child-Centered : Future-Focused



# **FY 24 Budget**

**NOTICE OF PUBLIC HEARING - CITY OF NORTH LIBERTY - PROPOSED PROPERTY TAX LEVY  
Fiscal Year July 1, 2023 - June 30, 2024**

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

**Meeting Date:** 2/14/2023 **Meeting Time:** 06:30 PM **Meeting Location:** 1 Quail Creek Circle, Council Chambers

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)  
northlibertyiowa.org

City Telephone Number  
(319) 626-5700

	Current Year Certified Property Tax 2022 - 2023	Budget Year Effective Property Tax 2023 - 2024	Budget Year Proposed Maximum Property Tax 2023 - 2024	Annual % CHG
Regular Taxable Valuation	1,051,996,465	1,116,405,228	1,116,405,228	
Tax Levies:				
Regular General	8,521,171	8,521,171	9,042,882	
Contract for Use of Bridge	0	0	0	
Opr & Maint Publicly Owned Transit	0	0	0	
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.	0	0	0	
Opr & Maint of City-Owned Civic Center	0	0	0	
Planning a Sanitary Disposal Project	0	0	0	
Liability, Property & Self-Insurance Costs	0	0	0	
Support of Local Emer. Mgmt. Commission	0	0	0	
Emergency	0	0	0	
Police & Fire Retirement	0	0	0	
FICA & IPERS	1,241,828	1,241,828	1,295,164	
Other Employee Benefits	864,665	864,665	1,054,660	
<b>Total Tax Levy</b>	<b>10,627,664</b>	<b>10,627,664</b>	<b>11,392,706</b>	<b>7.19</b>
<b>Tax Rate</b>	<b>10.10238</b>	<b>9.51954</b>	<b>10.20481</b>	

**Explanation of significant increases in the budget:**

Property tax valuation grew by 6% from last fiscal year . This increase in valuation resulted in the additional \$500,000 in \$8.10 levy revenues. Increased wages and salaries, health insurance and dental insurance costs increased by almost \$300,000. Other operating costs like the price of goods, supplies, fuel, utilities, chemicals, and other contractual costs have increased in the last calendar year. Property insurance costs will increase a projected 10 to 19% in April 2023. A new full year staff addition will be a dual position split between Animal Control and Community . A new staff person will be added mid year to each of the following: the Parks Department, the IT Department and the Communications Department. The overall levy rate is remaining the same for FY 2024. These numbers reflect the additional revenues received due to the increase in taxable valuation.

**If applicable, the above notice also available online at:**

<https://northlibertyiowa.org/government/annual-budget>

\*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy.

\*\*Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year



**Resolution No. 2023-10**

**RESOLUTION APPROVING THE MAXIMUM TAX DOLLARS  
FROM CERTAIN LEVIES FOR THE CITY OF NORTH LIBERTY'S  
PROPOSED BUDGET FOR FISCAL YEAR 2023-2024**

**WHEREAS**, the City Council of North Liberty, Iowa is preparing the annual budget for the Fiscal Year 2023-2024; and

**WHEREAS**, the City Council has considered the proposed Fiscal Year 2023-2024 city maximum property tax dollars for the affected levies totals; and

**WHEREAS**, a notice concerning the proposed city maximum property tax dollars from certain levies was published as required and posted on the city web site and social media accounts as required; and

**WHEREAS**, a public hearing concerning the city's maximum property tax dollars for the affected levy total was held at the city council meeting on February 14, 2023, in Council Chambers.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council that the maximum property tax dollars for the affected tax levies for Fiscal Year 2023-24 shall not exceed \$11,392,706, and a levy rate of \$10.20481 which represents a revenue increase of 7.19% from the maximum property tax dollars requested for FY 2022-2023.

**APPROVED AND ADOPTED** this 14th day of February, 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



# **Street Naming**

**Resolution No. 2023-11**

**RESOLUTION AUTHORIZING AND APPROVING THE NAMING OF EMORY PLACE STREET AND QUARTER MOON COURT IN SOLOMON'S LANDING PART ONE IN THE CITY OF NORTH LIBERTY, JOHNSON COUNTY, IOWA**

**WHEREAS**, the final plat of Solomon's Landing Part One in the City of North Liberty, Johnson County, Iowa, was approved by the North Liberty City Council by Resolution No. 2022-115 adopted on October 25, 2022, and was filed in the plat records of the Johnson County Recorder in Plat Book 66, Page 88, and

**WHEREAS**, the final plat of Solomon's Landing Part One did not have names assigned for the private streets, and

**WHEREAS**, private streets require names for the addressing of properties, and

**WHEREAS**, the Planning Commission recommended the application for naming of the streets as Lot 113 – Emory Place Street and Lot 112 – Quarter Moon Court.

**NOW, THEREFORE, BE IT RESOLVED** by the North Liberty City Council that the streets shall be known as Emory Place Street and Quarter Moon Court in Solomon's Landing Part One.

**BE IT FURTHER RESOLVED** that the clerk is hereby authorized and directed to send a copy of this Resolution to the Johnson County Recorder for recording.

**APPROVED AND ADOPTED** this 14th day of February, 2023.

**CITY OF NORTH LIBERTY:**

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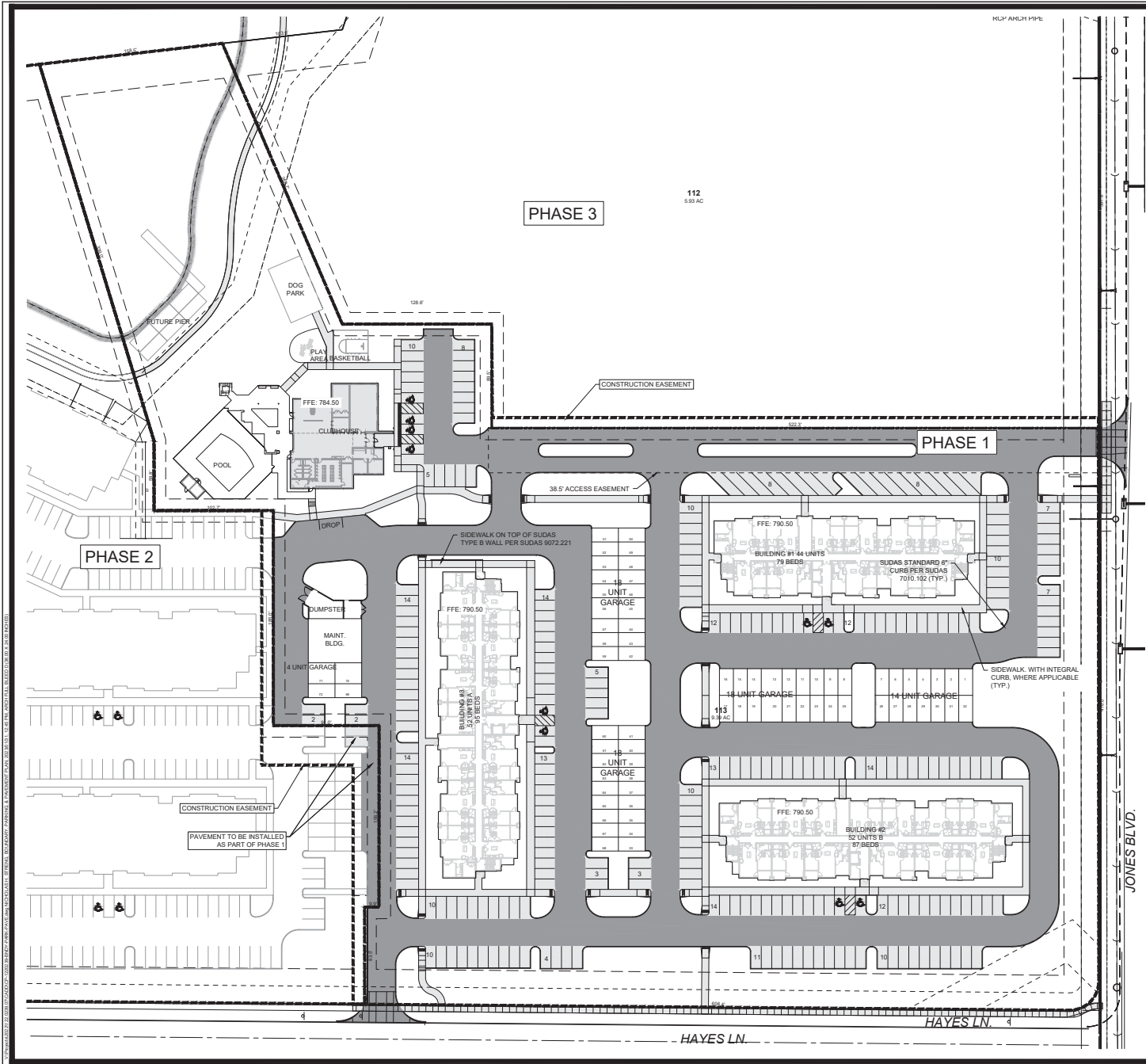
CHRIS HOFFMAN, MAYOR

ATTEST:

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

---

TRACEY MULCAHEY, CITY CLERK



**LEGEND**

- 4" DEPTH SUDAS CLASS A, DETAIL 3 PCC SIDEWALK, WITH INTEGRAL CURB WHERE APPLICABLE, PER SUDAS 7030.202, DETAIL 3 (TYP.)
- 5" DEPTH PCC
- 6" DEPTH PCC
- PHASE 1 CONSTRUCTION LIMITS/ CONSTRUCTION EASEMENT

**PROJECT INFORMATION**

- Phase 1 Unit**  
 Phase 1 Acreage: 9.40 AC  
 Total Units: 148  
 Units/Acre: 15.7 = 18  
 Total Bedrooms: 261
- (1) Clubhouse (6,576 SF) : 1
  - (1) Maintenance / 4 Stall Garage (3,128 SF) : 1
  - (1) 44 Unit A 4-story building (13,030 SF per story=52,120 SF total per building); (52,120 SF total)
  - (1) 52 Unit B 4-story building (15,316 SF per story= 61,284 SF total per building); (61,284 SF total)
  - (1) 14 Stall Garage (3,864 SF) : 1 garage
  - (1) 18 Stall Garage (4,968 SF) : 1 garage
  - (1) 18 Stall ADA Garage (5,244 SF) : 2 garages (10,488 SF total)
  - Garage Stalls: 72
  - Apartment Parking Stalls: 246
  - Clubhouse Parking Stalls: 23
  - Total Residential Building SF (includes Clubhouse) **180,656 SF**
  - Total Garage SF = **20,790 SF**

**NOTE:**

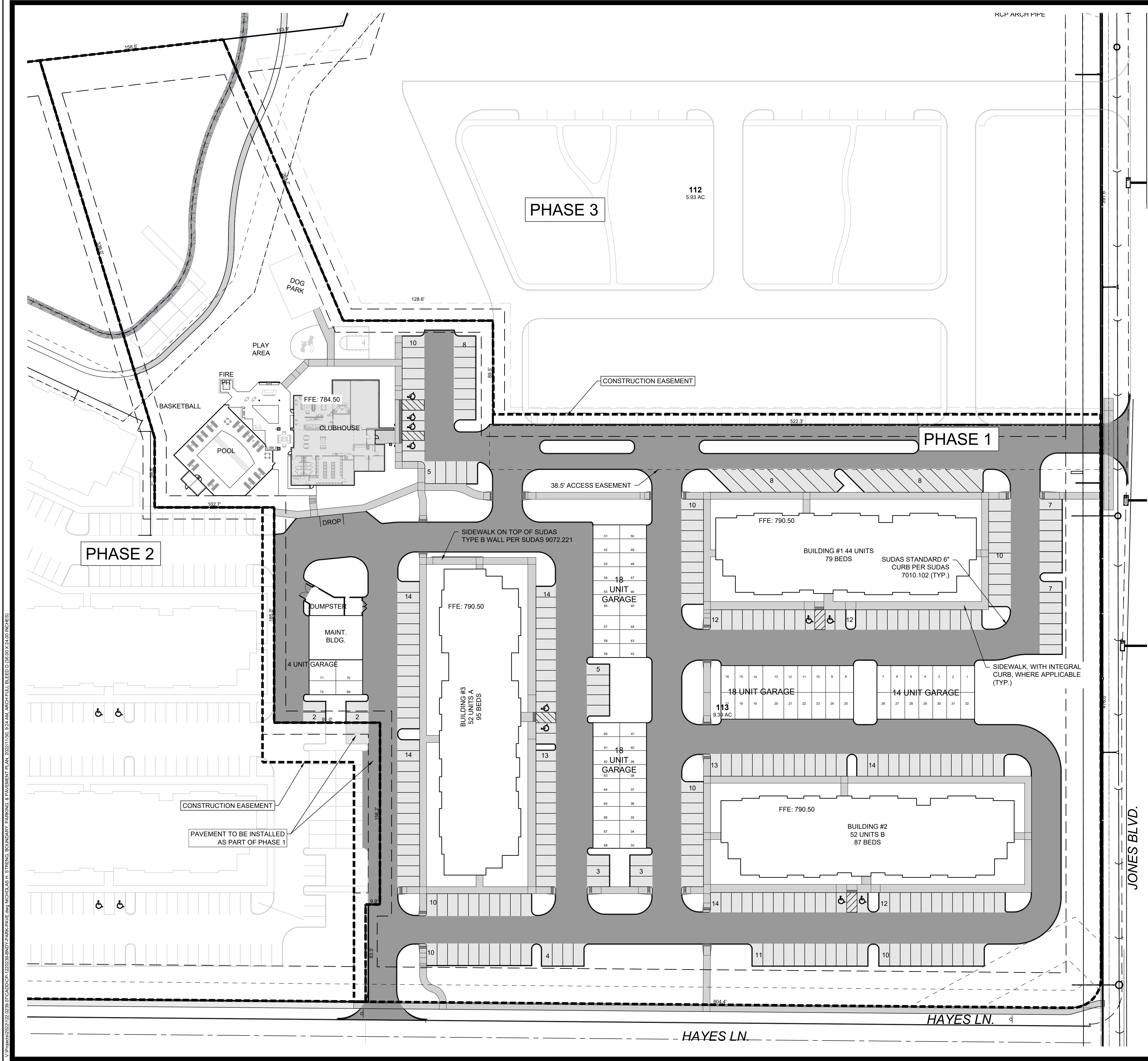
1. TRASH ENCLOSURE DETAILS SUBMITTED SEPARATELY BY ARCHITECT.
2. AMENITY DESIGN TO BE SUBMITTED SEPARATELY BY ARCHITECT.
3. DUMPSTER DETAILS TO BE SUBMITTED SEPARATELY BY ARCHITECT.

MARK	REVISION	DATE	BY

Engineer: TAC  
 Checked By: TAC  
 Date: 02/01/2023  
 Scale: 1" = 40'  
 Technician: TSN  
 Date: 02/01/2023  
 Scale: 1" = 40'  
 Project No: 122.0238.07  
 Sheet C200

**EMORY NORTH LIBERTY - PHASE 1**  
**BOUNDARY, PARKING, & PAVEMENT PLAN**  
**SNYDER & ASSOCIATES, INC.**





**LEGEND**

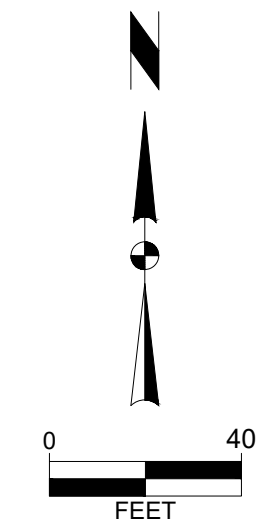
[Shaded Box]	4" DEPTH SUDAS CLASS A, DETAIL 3 PCC SIDEWALK. WITH INTEGRAL CURB WHERE APPLICABLE, PER SUDAS 7030.202, DETAIL 3 (TYP.)
[Lighter Shaded Box]	5" DEPTH PCC
[Darker Shaded Box]	6" DEPTH PCC
[Dashed Line]	PHASE 1 CONSTRUCTION LIMITS/ CONSTRUCTION EASEMENT

**PROJECT INFORMATION**

**Phase 1 Unit**  
 Phase 1 Acreage: 9.40 AC  
 Total Units: 148  
 Units/Acre: 15.7 = 16  
 Total Bedrooms: 261

- (1) Clubhouse (6,576 SF) : 1
- (1) Maintenance / 4 Stall Garage (3,128 SF) : 1
- (1) 44 Unit A 4-story building (13,030 SF) per story=52,120 SF total per building; (52,120 SF total)
- (1) 52 Unit A 4-story building (15,316 SF per story= 61,264 SF total per building); (61,264 SF total)
- (1) 52 Unit B 4-story building (14,737 SF per story= 58,948 SF total per building); (58,948 SF total)
- (1) 14 Stall Garage (3,864 SF) : 1 garage
- (1) 18 Stall Garage (4,968 SF) : 1 garage
- (1) 18 Stall ADA Garage (5,244 SF) : 2 garages (10,488 SF total)
- Garage Stalls: 72
- Apartment Parking Stalls: 246
- Clubhouse Parking Stalls: 23
- Total Residential Building SF (includes Clubhouse)= 180,656 SF
- Total Garage SF= 20,700 SF

- NOTE:**
1. TRASH ENCLOSURE DETAILS SUBMITTED SEPARATELY BY ARCHITECT.
  2. AMENITY DESIGN TO BE SUBMITTED SEPARATELY BY ARCHITECT.
  3. DUMPSTER DETAILS TO BE SUBMITTED SEPARATELY BY ARCHITECT.



MARK	REVISION	DATE	BY
Engineer-TAC	Checked By: TAC	Date: 09/21/22	Scale: 1" = 40'
Technician/NHS			T-R-S: TTN-RRW-SS
Project No: 122.0239.07			Sheet C200

**EMORY NORTH LIBERTY - PHASE 1**  
**BOUNDARY, PARKING, & PAVEMENT PLAN**  
**SNYDER & ASSOCIATES, INC.**

NORTH LIBERTY, IA  
 2727 S.W. SNYDER BLVD  
 ANKENY, IOWA 50023  
 515-964-2020 | www.snyder-associates.com

**SNYDER & ASSOCIATES**

Project No: 122.0239.07  
 Sheet C200

V:\Projects\2021\122.0239.07\CAD\CP122022-01-PARK-PAVE.dwg | NICHOLAS H. STRIENG | BOUNDARY, PARKING, & PAVEMENT PLAN | 2022/11/01, 9:24 AM | ARCHITECT FULL BLEED | (36.00 X 24.00 INCHES)



V:\Projects\2021\122\_0798\_01\220798-PLAN-3.dwg V:\Projects\2021\122\_0798\_01\220798-PLAN-3.dwg V:\Projects\2021\122\_0798\_01\220798-PLAN-3.dwg V:\Projects\2021\122\_0798\_01\220798-PLAN-3.dwg V:\Projects\2021\122\_0798\_01\220798-PLAN-3.dwg

- LEGEND**
- 4" DEPTH SIDEWALKS - SIDEWALKS THAT PASS THROUGH A DRIVEWAY MUST MATCH PAVEMENT THICKNESS OF THE DRIVEWAY
  - 5" DEPTH PCC DRIVEWAYS
  - 6" DEPTH PCC ROADWAY & PARKING STALLS
  - PROJECT LIMITS / PROPERTY LINE

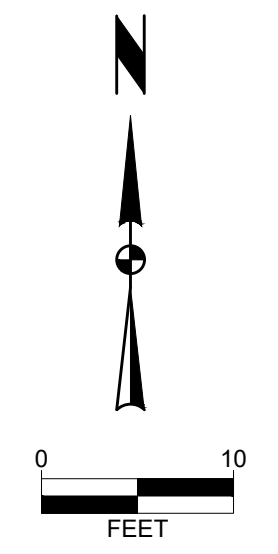
**PROJECT INFORMATION - PHASE 3**

PHASE 3 ACREAGE: 5.93 AC

TOTAL UNITS: 50  
 UNITS / ACRE : 50 / 5.93 = 8.43

STREET PARKING STALLS : 24

UNIT MIX:  
 1 BEDROOM / 1 STORY (8 UNITS) - 16%  
 2 BEDROOM / 1 STORY (9 UNITS) - 18%  
 2 BEDROOM / 2 STORY (14 UNITS) - 28%  
 3 BEDROOM / 2 STORY (19 UNITS) - 38%



MARK	REVISION	DATE	BY
	Checked By: TAC		
	Engineer: TAC		
	Technician: MW		
Date: 12-22-2022			Scale: 1" = 40'
T-R-S: T80N-R7W-S11			Project No: 122.0798.07

**EMORY NORTH LIBERTY - PHASE 3**

**BOUNDARY AND PAVEMENT PLAN**

**SNYDER & ASSOCIATES, INC.**

NORTH LIBERTY, IA

320 E. PRENTISS STREET  
 IOWA CITY, IOWA 52240  
 319-359-7676 | www.snyder-associates.com

Project No: 122.0798.07

Sheet C 200



# **Zoning Ordinance Amendment – Moratorium**



February 7, 2023

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 165 (Zoning Code - Administrative) of the North Liberty Code of Ordinances by narrowing certain compliance requirements within the existing site plan application and review moratorium.

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its February 7, 2023 meeting. The Planning Commission took the following action:

**Finding:**

The proposed Ordinance would align the site plan moratorium ordinance with 2022 North Liberty Comprehensive Plan Future Land Use Map only and remove reference to the 2013 Land Use Map.

**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.

Josey Bathke, Chairperson  
City of North Liberty Planning Commission





To **City of North Liberty Planning Commission**  
From **Ryan Rusnak, AICP**  
Date **February 3, 2023**  
Re **Request of the City of North Liberty for an Ordinance amending Chapter 165 (Zoning Code – Administrative) of the North Liberty Code of Ordinances by narrowing certain compliance requirements within the existing site plan application and review moratorium.**

---

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 modifies the site plan moratorium in anticipation of the adoption of the 2022 North Liberty Comprehensive Plan Future Land Use Map. In that light, the 2013 Land Use Map would no longer be pertinent.

**2. Public Input:**

No public input has been received.

**3. Staff Recommendation:**

**Finding:**

1. The proposed Ordinance would align the site plan moratorium ordinance with 2022 North Liberty Comprehensive Plan Future Land Use Map only and remove reference to the 2013 Land Use Map.

**Recommendation:**

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

**Suggested Motion:**

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

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

**AN ORDINANCE AMENDING CHAPTER 165 OF THE CITY CODE (ZONING CODE – ADMINISTRATIVE) BY NARROWING CERTAIN COMPLIANCE REQUIREMENTS WITHIN THE EXISTING SITE PLAN APPLICATION AND REVIEW MORATORIUM**

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

**SECTION 1. AMENDMENT OF SUBDIVISION ORDINANCE.** Chapter 165.10 of the North Liberty Code of Ordinances, is amended to read as follows:

**165.10 MORATORIUM.** No preliminary site plan application shall be accepted or reviewed for properties for which the current zoning designation or proposed use does not conform with ~~both~~ the ~~existing~~ North Liberty Comprehensive Plan ~~2014 2023 Future~~ Land Use Map ~~and proposed future land use map~~. ~~A copy~~ ~~Copies~~ of the North Liberty Comprehensive Plan ~~2014-2023 Future~~ Land Use Map ~~and proposed future land use map~~ ~~are~~ ~~is~~ available for inspection at City Hall.

1. The Code Official shall utilize the following for determination of current zoning designation conformity.

~~A. North Liberty Comprehensive Plan 2014 Land Use Map.~~

<del>Land Use</del>	<del>Zoning District</del>
<del>Residential</del>	<del>ID, RS 3, RS 4, RS 6, RS 7, RS 8, RS 9, RD 8, RD 10, RM 8, RM 12, RM 21, R MH</del>
<del>Commercial</del>	<del>RM 8, RM 12, RM 21, C 1 A, C 1 B, C 2 A, C 2 B, C 3, O RP</del>
<del>Commercial with Residential</del>	<del>RM 8, RM 12, RM 21, C 1 A, C 1 B, C 2 A, C 2 B, C 3, O RP</del>
<del>Industrial</del>	<del>I 1, I 2, I P</del>
<del>Public</del>	<del>P</del>
<del>Parks and Recreation</del>	<del>P</del>

B. ~~Proposed Future Land Use Map~~

Land Use	Zoning District
Urban Low Intensity	RS-3, RS-4, RS-6, <del>R-7, RS-8, RD-8</del>
Urban Medium Intensity	RS-6, RS-7, RS-8, RS-9, RD-8, RD-10, RM-8, RM-12, RM-21, R-MH, C-1-A
Urban High Intensity	RD-10, RM-12, RM-21, C-1-B, C-2-A, C-2-B, C-3, O-RP
Commercial/Industrial/Flex	I-1, <del>I-2, I-P</del>
Public and Semi-Public	P
Parks and Open Space*	P

~~\* The locations of these areas are generalized for non-established parks, open spaces, floodplains and wetlands. Adjacent land uses may be considered if the property is not intended to be developed as parks and/or open space.~~

2. Consultation. Potential applicants shall contact the Code Official to verify zoning conformation with the ~~proposed land use map~~ 2023 Future Land Use Map prior to submitting an application or paying an application fee for preliminary site plan review.
3. Termination. This Section 165.10 shall be automatically repealed and be of no further force or effect on May 1, 2023.

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

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

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

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

First consideration on \_\_\_\_\_, 2023.

Two meetings prior to final consideration waived on \_\_\_\_\_, 2023.

Second and final consideration 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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
TRACEY MULCAHEY, CITY CLERK

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

**AN ORDINANCE AMENDING CHAPTER 165 OF THE CITY CODE (ZONING CODE – ADMINISTRATIVE) BY NARROWING CERTAIN COMPLIANCE REQUIREMENTS WITHIN THE EXISTING SITE PLAN APPLICATION AND REVIEW MORATORIUM**

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

**SECTION 1. AMENDMENT OF SUBDIVISION ORDINANCE.** Chapter 165.10 of the North Liberty Code of Ordinances, is amended to read as follows:

**165.10 MORATORIUM.** No preliminary site plan application shall be accepted or reviewed for properties for which the current zoning designation or proposed use does not conform with the North Liberty Comprehensive Plan 2023 Future Land Use Map. A copy of the North Liberty Comprehensive Plan 2023 Future Land Use Map is available for inspection at City Hall.

1. The Code Official shall utilize the following for determination of current zoning designation conformity.

<b>Land Use</b>	<b>Zoning District</b>
Urban Low Intensity	RS-3, RS-4, RS-6, R-7, RS-9, RD-8
Urban Medium Intensity	RS-6, RS-7, RS-8, RS-9, RD-8, RD-10, RM-8, RM-12, RM-21, R-MH, C-1-A
Urban High Intensity	RD-10, RM-12, RM-21, C-1-B, C-2-A, C-2-B, C-3, O-RP
Commercial/Industrial/Flex	I-1, I-2, I-P
Public and Semi-Public	P
Parks and Open Space*	P

\* The locations of these areas are generalized for non-established parks, open spaces, floodplains and wetlands. Adjacent land uses may be considered if the property is not intended to be developed as parks and/or open space.

2. Consultation. Potential applicants shall contact the Code Official to verify zoning conformation with the 2023 Future Land Use Map prior to submitting an application or paying an application fee for preliminary site plan review.
3. Termination. This Section 165.10 shall be automatically repealed and be of no further force or effect on May 1, 2023.

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

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

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

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

First consideration on \_\_\_\_\_, 2023.

Two meetings prior to final consideration waived on \_\_\_\_\_, 2023.

Second and final consideration 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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
TRACEY MULCAHEY, CITY CLERK

**ORDINANCE NO. 2023-03**

**AN ORDINANCE AMENDING CHAPTER 165 OF THE CITY CODE (ZONING CODE – ADMINISTRATIVE) BY NARROWING CERTAIN COMPLIANCE REQUIREMENTS WITHIN THE EXISTING SITE PLAN APPLICATION AND REVIEW MORATORIUM**

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

**SECTION 1. AMENDMENT OF SUBDIVISION ORDINANCE.** Chapter 165.10 of the North Liberty Code of Ordinances, is amended to read as follows:

**165.10 MORATORIUM.** No preliminary site plan application shall be accepted or reviewed for properties for which the current zoning designation or proposed use does not conform with the North Liberty Comprehensive Plan 2023 Future Land Use Map. A copy of the North Liberty Comprehensive Plan 2023 Future Land Use Map is available for inspection at City Hall.

1. The Code Official shall utilize the following for determination of current zoning designation conformity.

Land Use	Zoning District
Urban Low Intensity	RS-3, RS-4, RS-6, R-7, RS-9, RD-8
Urban Medium Intensity	RS-6, RS-7, RS-8, RS-9, RD-8, RD-10, RM-8, RM-12, RM-21, R-MH, C-1-A
Urban High Intensity	RD-10, RM-12, RM-21, C-1-B, C-2-A, C-2-B, C-3, O-RP
Commercial/Industrial/Flex	I-1, I-2, I-P
Public and Semi-Public	P
Parks and Open Space*	P

\* The locations of these areas are generalized for non-established parks, open spaces, floodplains and wetlands. Adjacent land uses may be considered if the property is not intended to be developed as parks and/or open space.

2. Consultation. Potential applicants shall contact the Code Official to verify zoning conformation with the 2023 Future Land Use Map prior to submitting an application or paying an application fee for preliminary site plan review.
3. Termination. This Section 165.10 shall be automatically repealed and be of no further force or effect on May 1, 2023.

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

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

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

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

First consideration on \_\_\_\_\_, 2023.

Two meetings prior to final consideration waived on \_\_\_\_\_, 2023.

Second and final consideration 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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
TRACEY MULCAHEY, CITY CLERK



# **GRD Burleson Annexation**

**VOLUNTARY ANNEXATION REQUEST – GRD BURLESON, LLC**

To: The City of North Liberty, Johnson County, Iowa.

The undersigned owner of land, for which the legal description and map are shown below, hereby voluntarily request annexation thereof by the City of North Liberty, Johnson County, Iowa. It is understood that said land upon annexation shall be zoned pursuant to North Liberty ordinances. Further, the undersigned reserves the right to withdraw the voluntary annexation request at any time until three business days after a public hearing is held on the application by the North Liberty City Council.

Ben Logsdon, registered agent and authorized to sign on behalf GRD Burleson, LLC.

By: Ben Logsdon Signed: \_\_\_\_\_ Dated: 1/19/2023  
Printed name

**Legal Description of Property:**

AUDITOR'S PARCEL: 2022077

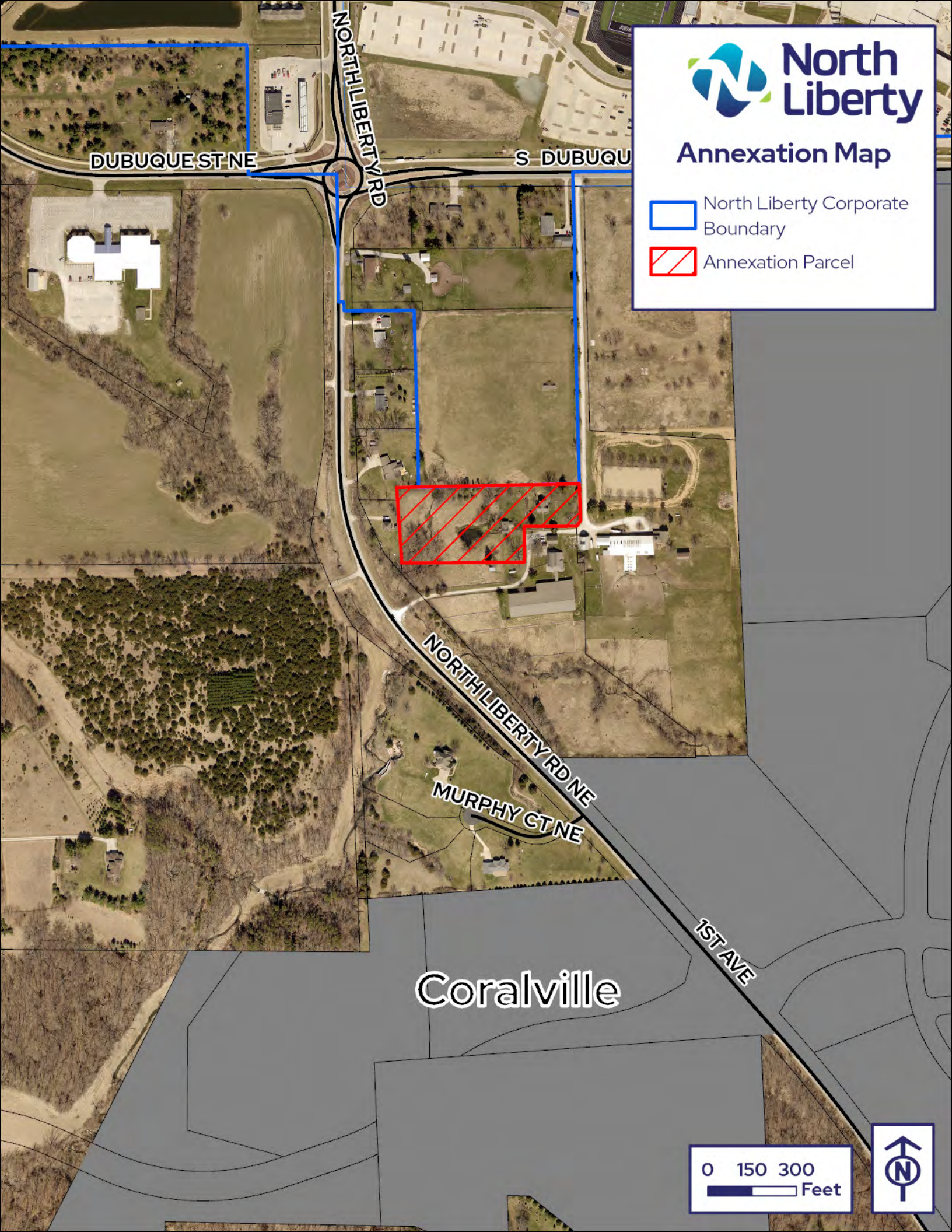
Commencing at the Southwest Corner of Section 17. Township 80 North, Range 6 West, of the Fifth Principal Meridian; Thence N89°39'30"E, along the South Line of the Southwest Quarter of said Section 17, a distance of 1478.35 feet, to the POINT OF BEGINNING; Thence N03°55'06"W, 255.81 feet; Thence N88°51'13"E, 618.84 feet, to a Point on the West Line of Free Rein Subdivision, in accordance with the Plat thereof Recorded in Plat Book 40 at Page 151 of the Records of the Johnson County Recorder's Office; Thence S01°31'37"E, along said West Line, 125.64 feet; Thence S34°20'58"W, along said West Line, 21.16 feet; Thence S89°39'30"W, 178.50 feet; Thence S00°20'30"E, 120.99 feet, to a Point on the South Line of the Southwest Quarter of said Section 17; Thence S89°39'30"W, along said South Line, 414.88 feet, to the POINT OF BEGINNING. Said Auditor's Parcel 2022077 contains 3.12 Acres and is subject to easements and restrictions of record.



**North  
Liberty**

## Annexation Map

-  North Liberty Corporate Boundary
-  Annexation Parcel



DUBUQUE ST NE

NORTH LIBERTY RD

S DUBUQUE

NORTH LIBERTY RD NE

MURPHY CT NE

1ST AVE

Coralville



**Resolution No. 2023-12**

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

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

**WHEREAS**, the owner of property, GRD Burleson, LLC, generally located on the south side of South Dubuque Street and east of North Liberty Road in the southeast part of the City has applied for annexation to the City of North Liberty;

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

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

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

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

**APPROVED AND ADOPTED** this 14th day of February, 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

## Exhibit A – Legal Description of Property

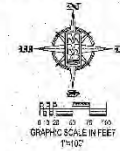
Commencing at the Southwest Corner of Section 17, Township 80 North, Range 6 West, of the Fifth Principal Meridian; Thence N89°39'30"E, along the South Line of the Southwest Quarter of said Section 17, a distance of 1478.35 feet, to the POINT OF BEGINNING; Thence N03°55'06"W, 255.81 feet; Thence N88°51'13"E, 618.84 feet, to a Point on the West Line of Free Rein Subdivision, in accordance with the Plat thereof Recorded in Plat Book 40 at Page 151 of the Records of the Johnson County Recorder's Office; Thence S01°31'37"E, along said West Line, 125.64 feet; Thence S34°20'58"W, along said West Line, 21.16 feet; Thence S89°39'30"W, 178.50 feet; Thence S00°20'30"E, 120.99 feet, to a Point on the South Line of the Southwest Quarter of said Section 17; Thence S89°39'30"W, along said South Line, 414.88 feet, to the POINT OF BEGINNING. Said Auditor's Parcel 2022077 contains 3.12 Acres, and is subject to easements and restrictions of record.

All county roadways adjacent to the annexation area are included in this legal description.

# Map of Property Location:

<b>LOCATION:</b> SECTION 17-80N-R6W TOWNSHIP 80 NORTH, RANGE 6 WEST, FIFTH PRINCIPAL MERIDIAN JOHNSON COUNTY, IOWA SECTION 17-80N-R6W COMBINED FILE: 910.15	<b>REGISTERED BY:</b> D&D SURVEYING, LLC 1916 STATE STREET, SUITE 101 MILL LANE, IOWA 52240
<b>REVENUE TAX:</b> JOHNSON COUNTY, IOWA MMS CONSULTANTS, INC. 1917 SOUTH GILBERT STREET IOWA CITY, IOWA 52240 PHONE: 319-351-8282	<b>REGISTERED BY:</b> D&D SURVEYING, LLC 1916 STATE STREET, SUITE 101 MILL LANE, IOWA 52240
<b>DATE OF SURVEY:</b> 02/16/2022	<b>DECLARATION AND OTHER INFORMATION:</b> SURVEYOR

## PLAT OF SURVEY AUDITOR'S PARCEL 2022077 JOHNSON COUNTY, IOWA



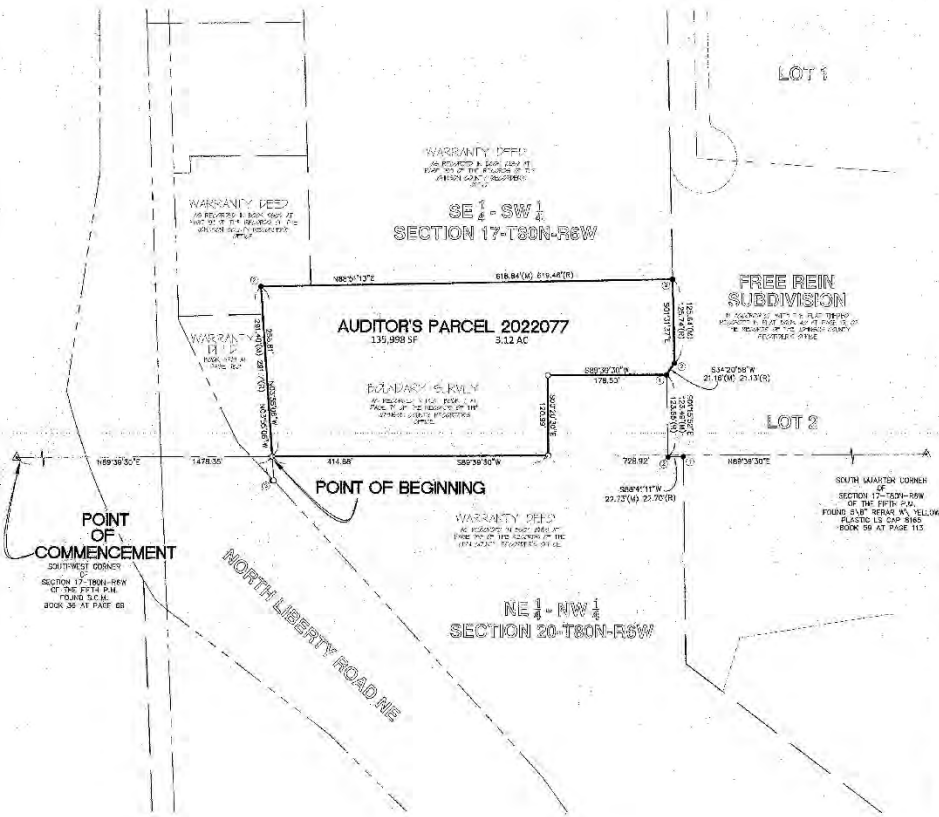
LEGEND AND NOTES	
(Symbol)	CONGRESSIONAL CORNER FOUND
(Symbol)	CONGRESSIONAL CORNER REESTABLISHED
(Symbol)	CONGRESSIONAL CORNER RECORDED LOCATION
(Symbol)	PROPERTY CORNERS FOUND (as noted)
(Symbol)	PROPERTY CORNERS SET
(Symbol)	QUAD from the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th, 9th, 10th, 11th, 12th, 13th, 14th, 15th, 16th, 17th, 18th, 19th, 20th, 21st, 22nd, 23rd, 24th, 25th, 26th, 27th, 28th, 29th, 30th, 31st, 32nd, 33rd, 34th, 35th, 36th, 37th, 38th, 39th, 40th, 41st, 42nd, 43rd, 44th, 45th, 46th, 47th, 48th, 49th, 50th, 51st, 52nd, 53rd, 54th, 55th, 56th, 57th, 58th, 59th, 60th, 61st, 62nd, 63rd, 64th, 65th, 66th, 67th, 68th, 69th, 70th, 71st, 72nd, 73rd, 74th, 75th, 76th, 77th, 78th, 79th, 80th, 81st, 82nd, 83rd, 84th, 85th, 86th, 87th, 88th, 89th, 90th, 91st, 92nd, 93rd, 94th, 95th, 96th, 97th, 98th, 99th, 100th
(Symbol)	PROPERTY &/or BOUNDARY LINES
(Symbol)	CONGRESSIONAL SECTION LINES
(Symbol)	1/4-SECTION BAY LINES
(Symbol)	CENTER LINES
(Symbol)	LOT LINES INTERNAL
(Symbol)	LOT LINES PLATTED OR BY DEED
(Symbol)	FAUNTLERHAW AREA, 20TH & PURPOSE NOTED
(Symbol)	EXISTING FACILITY LINES, PURPOSE NOTED
(Symbol)	RECORDED DIMENSIONS
(Symbol)	MEASURED DIMENSIONS
(Symbol)	CURB SEVERITY NUMBER

UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

FOUND PROPERTY CORNER INFORMATION TABLE
1. FOUND PROPERTY CORNER INFORMATION TABLE
2. FOUND 50' REBAR W/ YELLOW PLASTIC 1/4" CAP 2165
3. FOUND 50' REBAR W/ 4" CAP
4. FOUND 50' REBAR W/ YELLOW PLASTIC 1/4" CAP 1281 - 589' 20" W - 112' FEET WEST OF RECORDED LOCATION

**DESCRIPTION - AUDITOR'S PARCEL 2022077**

Commencing at the Southwest Corner of Section 17, Township 80 North, Range 6 West, of the Fifth Principal Meridian; Thence N89°39'30"E, along the South Line of the Southwest Quarter of said Section 17, a distance of 1478.35 feet, to the POINT OF BEGINNING; Thence N03°55'06"W, 255.81 feet; Thence N88°51'13"E, 618.84 feet, to a Point on the West Line of Free Rein Subdivision, in accordance with the Plat thereof Recorded in Plat Book 40 at Page 151 of the Records of the Johnson County Recorder's Office; Thence S01°21'37"E, along said West Line, 125.64 feet; Thence S34°29'58"W, along said West Line, 21.16 feet; Thence S89°39'30"W, 178.50 feet; Thence S00°20'30"E, 120.99 feet, to a Point on the South Line of the Southwest Quarter of said Section 17; Thence S89°39'30"W, along said South Line, 414.86 feet, to the POINT OF BEGINNING. Said Auditor's Parcel 2022077 contains 3.12 Acres, and is subject to easements and restrictions of record.



	I hereby certify that this land surveying document was prepared on the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.
	RICHARD R. NOMOJNY L.S. 163 My license expires on 12/31/2023
	Date of work covered by this plat: _____
	Date: _____



CIVIL ENGINEERS  
LAND PLANNERS  
LAND SURVEYORS  
LANDSCAPE ARCHITECTS  
ENVIRONMENTAL SPECIALISTS

1917 S. GILBERT ST.  
IOWA CITY, IOWA 52240  
319.351.8282  
[www.mmsconsultants.net](http://www.mmsconsultants.net)

Date	Revision
12-15-2022	PER RSN REVIEW - JDM

PLAT OF SURVEY

AUDITOR'S PARCEL  
2022077

JOHNSON COUNTY  
IOWA  
MMS CONSULTANTS, INC.

Date:	12-15-2022
Designed by:	JDM
Drawn by:	RLW
Checked by:	RRN
Project No.:	IOWA CITY 11697-001
Field Book No.:	1557
Scale:	1"=160'
Sheet No.:	1



# **West Penn Street 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: West Penn Street Improvements

DATE: January 31, 2023

**PROJECT DESCRIPTION:** Design, bidding, and construction phase services for West Penn Street improvements. The improvements generally consist of reconstruction of Penn Street to a PCC rural section 24-foot wide roadway with 4-foot wide paved shoulders. Exhibits of the project location, concept improvements and concept phase project cost opinion are included with this proposal as attachments. The Concept Phase cost opinion for this project is \$1,142,000.

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. Surveying and Base Mapping: We will provide a topographical survey. Right-of-way and existing easements shall be included. The field survey 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 scope of the design is generally as shown on the concept phase drawing exhibit included as an attachment. The design process/approach will include regular meetings with City staff and Johnson County Secondary Roads 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 and Johnson County Secondary Roads 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 and Johnson County Secondary Roads 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 five-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. Provide materials testing including subgrade compaction and concrete testing.
  - f. Provide construction staking.
  - g. Facilitate and participate with construction progress meetings.
  - h. Review contractor submittals. Issue clarifications and authorize changes to the contract documents. Negotiate and prepare change orders as needed.
  - i. 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. Provide easement and/or acquisition services as needed.
3. Administer the 28E Agreement with Johnson County.
4. Schedule and conduct informational meeting(s) with property owners and the public as deemed necessary.
5. 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. We understand the project schedule goal is for bidding to occur winter 2023 and construction to begin spring 2024.

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

Design & Bidding Phase	\$ 98,000	Lump Sum
Construction Phase	\$ 47,000	Hourly (estimated)
Reimbursable Expenses	\$ <u>2,000</u>	As incurred (estimated)
Total	\$ 147,000	

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 such as preparation of easement or acquisition documents.

**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: \_\_\_\_\_

  
\_\_\_\_\_

Kevin P. Trom, P.E.  
Project Manager

TITLE: \_\_\_\_\_

DATE ACCEPTED: \_\_\_\_\_

KPT/bad

- Enc.: Standard Terms and Conditions
- West Penn Street Concept Improvements Exhibit
- West Penn Street Cost Opinion Exhibit
- Preliminary Schedule

## 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**

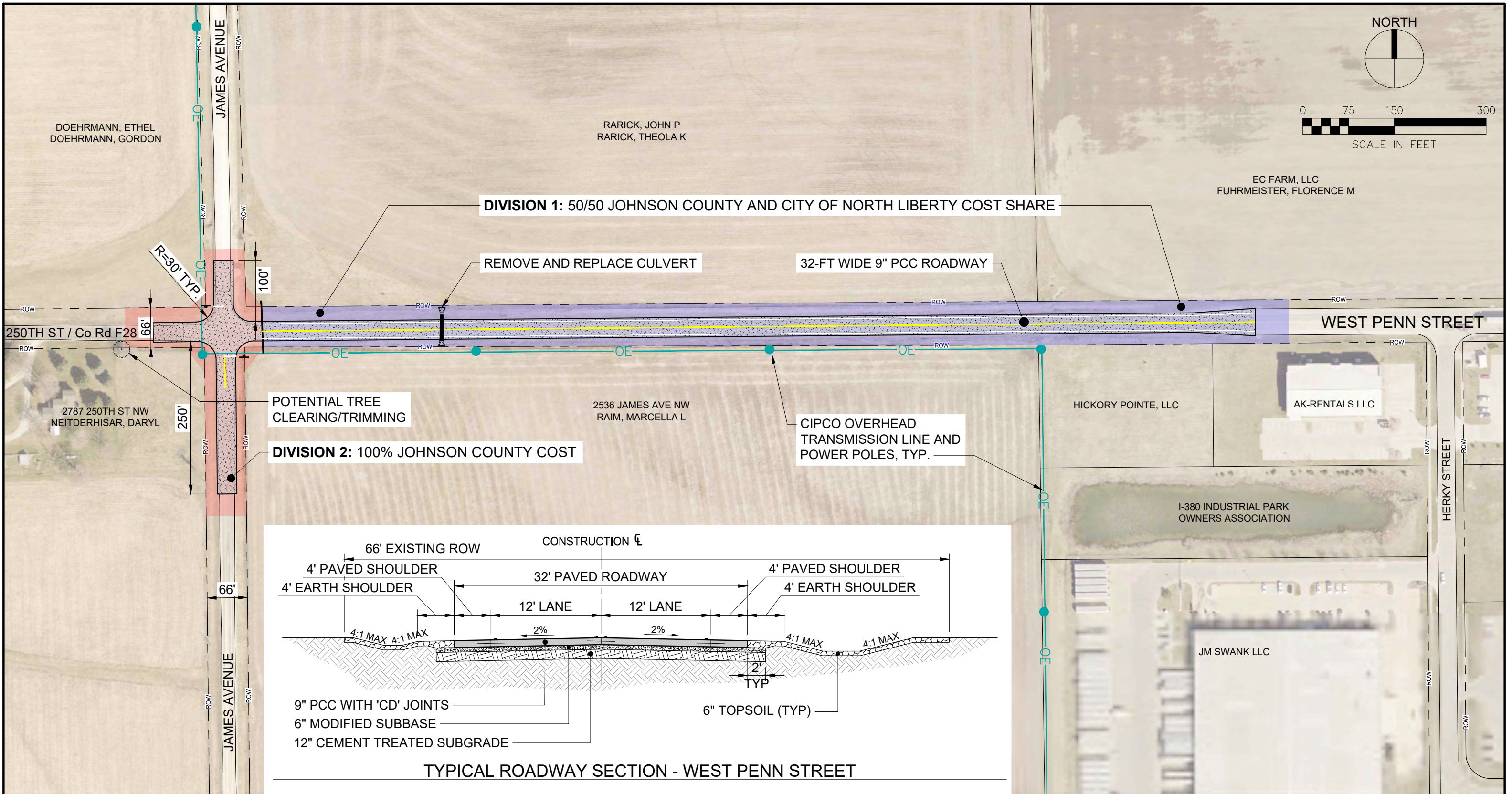
It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), 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.



# WEST PENN STREET IMPROVEMENTS



**WEST PENN STREET - Herky St to James Ave Improvements**  
**OPINION OF ANTICIPATED CONSTRUCTION COSTS**  
**Concept Phase - Updated 11/17/22**

*DESCRIPTION: 45-foot tapering from existing PCC Roadway to 32-foot (4-ft paved shoulders) wide rural section PCC Roadway reconstruction from Herky St to James Ave (approx. 1700 ft). Includes improvements to James Ave 100 ft North of Penn St and 250 ft South of Penn Street. Reconstruction to include 100 ft West of Penn St and James Ave intersection.*

**DIVISION 1: WEST PENN STREET IMPROVEMENTS (50/50 NL, JOHNSON COUNTY COST SHARE), DIVISION 2: JAMES AVENUE INTERESTION IMPROVEMENTS (100% JOHNSON COUNTY COST)**

ITEM	DESCRIPTION	UNIT	DIVISION 1 QUANTITY	DIVISION 2 QUANTITY	UNIT COST	EXTENDED COST DIV 1	EXTENDED COST DIV 2	TOTAL EXTENDED COST
1	EXCAVATION, CL 10, ROADWAY AND BORROW	CY	2,500	725	\$ 13.00	\$ 32,500.0	\$ 9,425.0	\$ 41,925
2	TOPSOIL, STRIP, SALVAGE & SPREAD	CY	1,100	330	\$ 9.00	\$ 9,900.0	\$ 2,970.0	\$ 12,870
3	MODIFIED SUBBASE	CY	1,100	330	\$ 40.00	\$ 44,000.0	\$ 13,200.0	\$ 57,200
4	STANDARD OR SLIP FORM PCC PAVEMENT, CLASS C, CLASS 3 DURABILITY, 9 IN.	SY	5,700	1,875	\$ 63.00	\$ 359,100.0	\$ 118,125.0	\$ 477,225
5	REMOVAL OF PAVEMENT	SY	4,300	1,500	\$ 10.00	\$ 43,000.0	\$ 15,000.0	\$ 58,000
6	SUBGRADE STABILIZATION	SY	6,600	2,075	\$ 9.00	\$ 59,400.0	\$ 18,675.0	\$ 78,075
7	APRONS, CONCRETE, 60 IN. DIA.	EACH	2	-	\$ 3,200.00	\$ 6,400.0	\$ -	\$ 6,400
8	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D (CLASS III), 60 IN.	LF	50	-	\$ 325.00	\$ 16,250.0	\$ -	\$ 16,250
9	SIGNAGE	LS	-	1	\$ 3,200.00	\$ -	\$ 3,200.0	\$ 3,200
10	PAINTED PAVEMENT MARKINGS, DURABLE	STA	65.5	3.0	\$ 250.00	\$ 16,375.0	\$ 750.0	\$ 17,125
11	TRAFFIC CONTROL	LS	0.5	0.5	\$ 10,000.00	\$ 5,000.0	\$ 5,000.0	\$ 10,000
12	MOBILIZATION	LS	0.75	0.25	\$ 60,000.00	\$ 45,000.0	\$ 15,000.0	\$ 60,000
13	EROSION CONTROL AND SEEDING	ACRE	1.5	0.4	\$ 10,000.00	\$ 15,000.0	\$ 4,000.0	\$ 19,000
14	CONTINGENCY	LS	0.75	0.25	\$ 135,000.00	\$ 101,250.0	\$ 33,750.0	\$ 135,000

Sub-Total Construction \$ 754,000 \$ 240,000 \$ 993,000  
Engineering, Legal, Administration (15%) \$ 113,100 \$ 35,850 \$ 148,950

**\*TOTAL \$ 867,100 \$ 275,850 \$ 1,142,000**

\*Easement and acquisitions are unknown at this time. Does not include costs for easements/acquisitions.

\*Does not include costs for any tree clearing, grubbing, or trimming, if required.

\*Does not include costs for environmental mitigation, if required.

**NL West Penn Street Improvements**  
*Preliminary Project Schedule – 1/31/23*

<u>Milestone</u>	<u>Date</u>
Approve Proposal	Feb 14, 2023
Survey & Base Mapping Complete	Mar 31, 2023
50% Submittal (Plans/specs/costs)	May 5, 2023
NL/Jo County joint staff review mtg	May 12, 2023
Determine easement/acquisition needs	May 12, 2023
Begin easement/acquisition process	May 15, 2023
95% Submittal (Plans/specs/costs)	Aug 16, 2023
NL/Jo County joint staff review mtg	Aug 23, 2023
Final Submittal (Plans/specs/costs)	Sept 13, 2023
Final NL/Jo County review mtg	Sept 20, 2023
Complete easement/acquisitions	Sept 29, 2023
Issue Documents for Bids	Oct 10, 2023
Receive bids	Nov 7, 2023
Award	Nov 14, 2023
Pre-Construction Meeting	March 2024
Substantial Completion	Aug 2024
Final Completion	Sept 2024

\*Easements and acquisitions are unknown at this time



**Resolution No. 2023-13**

**RESOLUTION APPROVING SERVICES AGREEMENT  
BETWEEN THE CITY OF NORTH LIBERTY AND SHIVE-  
HATTERY, INC. FOR THE WEST PENN STREET  
IMPROVEMENTS PROJECT**

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

**WHEREAS**, improvements are proposed for West Penn Street;

**WHEREAS**, these repairs consist of reconstruction to a PCC rural section 24-foot wide roadway with 4-foot wide paved shoulders;

**WHEREAS**, Shive-Hattery, Inc. has presented a proposal for design, bidding and construction phase 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 West Penn Street Improvements Project at a lump sum of \$147,000 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 14th day of February, 2023.

CITY OF NORTH LIBERTY:

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CHRIS HOFFMAN, MAYOR

ATTEST:

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

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TRACEY MULCAHEY, CITY CLERK



# **Penn Meadows Park North Parking Lot 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: Penn Meadows Park North Parking Improvements

DATE: January 27, 2023

**PROJECT DESCRIPTION:** Design, bidding, and construction phase services for Penn Meadows Park North Parking improvements. The improvements generally consist of rehabilitation of the existing north parking lot, new dumpster enclosure, and parking lot west expansion including permeable paver bays for water quality improvements. The existing parking lot contains 190 total parking spaces. The proposed concept rehabilitation and expansion project is planned to contain 261 total parking spaces. Exhibits of the project location/concept improvements and concept phase project cost opinion are included with this proposal as attachments. The Concept Phase cost opinion for this project is \$1,255,000.

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. Surveying and Base Mapping: We will provide a topographical survey. The field survey 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 scope of the design is generally as shown on the concept phase drawing exhibit included as an attachment. 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 five-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. Provide materials testing including subgrade compaction and concrete testing.
  - f. Provide construction staking.
  - g. Facilitate and participate with construction progress meetings.
  - h. Review contractor submittals. Issue clarifications and authorize changes to the contract documents. Negotiate and prepare change orders as needed.
  - i. 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.
4. Provide design/procurement/installation of parking lot solar lighting.
5. Provide for relocation of existing shelter.

**SCHEDULE:** We will begin our services immediately after execution of this Agreement. The services will be completed in a timely manner. We understand the project schedule goal is for bidding to occur summer 2023 and construction to be substantially completed by the end of the 2023 calendar year.

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

Design & Bidding Phase	\$ 97,500	Lump Sum
Construction Phase	\$ 62,500	Hourly (estimated)
Reimbursable Expenses	<u>\$ 2,000</u>	As incurred (estimated)
Total	\$ 162,000	

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: \_\_\_\_\_



\_\_\_\_\_  
Kevin P. Trom, P.E.  
Project Manager

TITLE: \_\_\_\_\_

DATE ACCEPTED: \_\_\_\_\_

KPT/bad

- Enc.: Standard Terms and Conditions  
PMP North Parking Concept Improvements Exhibit  
PMP North Parking Cost Opinion Exhibits  
Preliminary Schedule

## 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.

**Penn Meadows Park - North Parking Lot Improvements**  
**OPINION OF ANTICIPATED CONSTRUCTION COSTS**  
**Concept Phase - Rehab Existing Lot and Add New West Lot - January 2023**

*DESCRIPTION: Repair existing north parking lot and cover with 3" thick asphalt overlay and new pavement markings. Construct new west parking lot with 6" PCC pavement and new entrance aligned with Emily Street. Concept includes new concrete curb and gutter raised medians with trees, plantings, lava rock mulching and new permeable paver parking bays. Future solar powered light poles to be installed by Owner. Existing park shelter to be relocated on-site by Owner.*

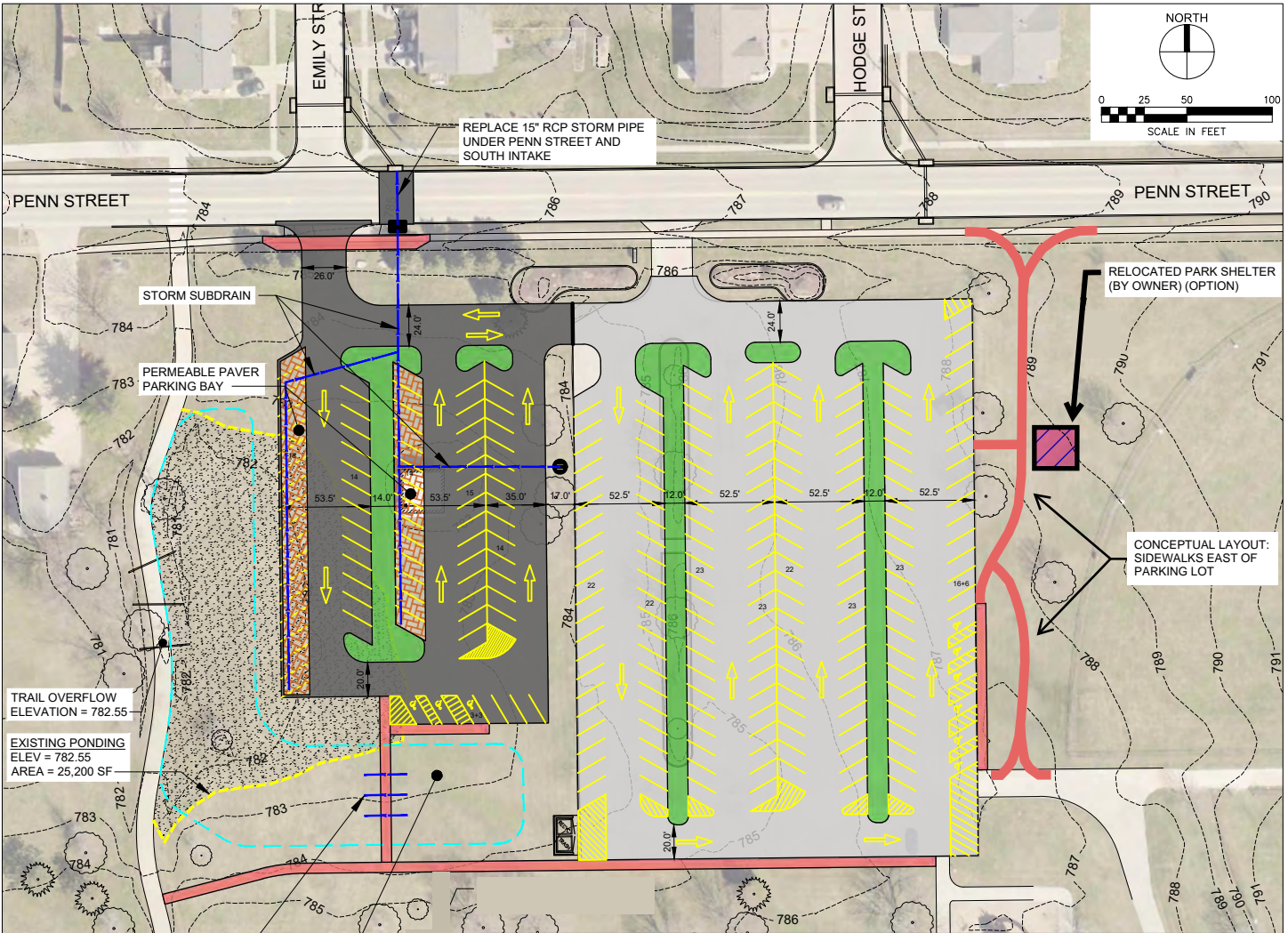
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED COST
1	CLEARING AND GRUBBING	UNIT	10	\$ 50	\$ 500
2	TOPSOIL, OFF-SITE, 8-INCH DEPTH (MEDIANS)	CY	110	\$ 60	\$ 6,600
3	EXCAVATION, CLASS 10	CY	2,000	\$ 8	\$ 16,000
4	SUBGRADE PREPARATION	SY	3,700	\$ 3	\$ 11,100
5	SUBBASE, MODIFIED, 6-INCH DEPTH	SY	3,700	\$ 32	\$ 118,400
6	SUBDRAIN, LONGITUDINAL, 6-INCH	LF	1,000	\$ 12	\$ 12,000
7	SUBDRAIN CLEANOUT, TYPE A-1, 6-INCH	EACH	8	\$ 600	\$ 4,800
8	NYLOPLAST DRAIN BASIN	EACH	1	\$ 1,000	\$ 1,000
9	INTAKE, SW-509	EACH	1	\$ 6,000	\$ 6,000
10	STORM SEWER, RCP, 15-INCH	LF	110	\$ 75	\$ 8,250
11	PERMEABLE PAVERS WITH ROCK CHAMBER	SF	5,700	\$ 15	\$ 85,500
12	CURB AND GUTTER, PCC, 2.0-FOOT	LF	610	\$ 30	\$ 18,300
13	PCC PAVEMENT, 6 IN.	SY	3,270	\$ 49	\$ 160,230
14	PCC PAVEMENT, 9 IN.	SY	70	\$ 84	\$ 5,880
15	REMOVAL OF CURB	LF	60	\$ 1	\$ 60
16	SIDEWALK, PCC, 5-INCH	SY	320	\$ 50	\$ 16,000
17	PAVEMENT REMOVAL	SY	70	\$ 10	\$ 700
18	PAINTED PAVEMENT MARKINGS, HIGH-BUILD	STA	22	\$ 50	\$ 1,100
19	PAINTED SYMBOLS AND LEGENDS, HIGH-BUILD	EACH	3	\$ 100	\$ 300
20	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 500	\$ 500
21	WATERING	MGAL	20	\$ 100	\$ 2,000
22	LAVA ROCK, 3-INCH DEPTH	TON	25	\$ 350	\$ 8,750
23	PLANTS, 1 GAL. FURNISHED AND INSTALLED (WITH WARRANTY)	EACH	120	\$ 17	\$ 2,040
24	TREES WITH WARRANTY	EACH	8	\$ 450	\$ 3,600
25	SWPPP / EROSION CONTROL	LS	1	\$ 500	\$ 500
26	MOBILIZATION	LS	1	\$ 15,000	\$ 15,000
27	PARKING BUMPER, CONCRETE, 96" x 10" (DRAIN TYPE)	EACH	40	\$ 100	\$ 4,000
28	CONTINGENCY (20%)	LS	1	\$ 102,000	\$ 102,000

NEW West Lot Addition - Construction Subtotal:	\$ 612,000
EXISTING East Lot Rehab - Construction Subtotal:	\$ 479,000
Engineering, Legal, Administration (15%):	\$ 164,000
<b>TOTAL:</b>	<b>\$ 1,255,000</b>

*\*Approximate cost per stall (261 stalls +/-): \$ 4,810*

**ADDITIONAL ITEMS (BY OWNER) - COSTS NOT INCLUDED**

- A SOLAR LIGHTING (BY OWNER)
- B SHELTER RELOCATION (BY OWNER)



**REHAB AND ADDITION - OPTION 2**

252 = STANDARD STALLS (60°; 9.5' ± WIDTH)  
 009 = ADA STALLS

**EXISTING PARKING LOT REHAB**

- FULL-DEPTH ASPHALT REPAIR (SOME SPOTS)
- ASPHALT OVERLAY LOT
- RECONFIGURE LOT TO PROVIDE PCC CURB AND GUTTER
- RAISED ISLANDS FOR LANDSCAPING, TREES, LIGHTS
- NEW PAVEMENT MARKINGS
- NEW TRASH ENCLOSURE

**NEW PARKING LOT CONFIGURATION**

- PROVIDE SECOND ENTRANCE ALIGNED WITH EMILY STREET
- PROVIDE SIDEWALKS (SOUTH)
- RELOCATED PARK SHELTER
- REGRADE AREA WEST AND SOUTHWEST TO PROVIDE DRY BASIN STORAGE VOLUME
- PERMEABLE PAVER PARKING BAY AND STORM SEWER UPGRADES

File Path: P:\Projects\IC2112203620\Design\Civil\EXHIBIT - PMP NORTH PARKING LOT.dwg

**SHIVE-HATTERY**  
 ARCHITECTURE + ENGINEERING

2839 Northgate Drive | Iowa City, Iowa 52245  
 319.354.3040 | www.shive-hattery.com  
 Iowa | Illinois | Indiana | Nebraska | Wisconsin

PENN MEADOWS PARK  
 NORTH PARKING LOT  
 NORTH LIBERTY  
 PENN STREET

PROJECT NO.  
 2112203620

DATE	06/01/2022	SCALE	AS NOTED
DRAWN	JDB	FIELD BOOK	--
APPROVED		REVISION	--

SHEET NO.

**C**

**NL PMP North Parking Improvements**  
*Preliminary Project Schedule – 1/23/23*

<u>Milestone</u>	<u>Date</u>
Approve Proposal	Feb 14, 2023
Survey & Base Mapping Complete	Mar 1, 2023
50% Submittal (4 wks)	April 3, 2023
100% Submittal (4 wks)	May 2, 2023
Issue Documents for Bids	May 17, 2023
Award	June 13, 2023
Pre-Construction Meeting	July 5, 2023
Complete Lot Expansion (3 mos)	Sept 21, 2023
Complete Existing Lot Rehab (2 mos)	Late Nov 2023
Seeding & Restoration	Spring 2024

***Lot expansion***

Grading	2 wks
Storm & Tiling	2 wks
Prep/Subbase/Pave	3 wks
Permeable Pavers	2 wks
Striping/Misc	<u>2 wks</u>
SubTotal =	11 wks (3 mos)

***Existing lot rehab***

Removals/ Full Depth Patching	2 wks
Islands	2 wks
Overlay	2 wks
Striping/Misc	<u>2 wks</u>
SubTotal =	8 wks (2 mos)

TOTAL = 5 mos

(Alternate: 4 mos +/- total duration if both lots constructed simultaneously starting July end late Oct)



**Resolution No. 2023-14**

**RESOLUTION APPROVING SERVICES AGREEMENT  
BETWEEN THE CITY OF NORTH LIBERTY AND SHIVE-  
HATTERY, INC. FOR THE PENN MEADOWS PARK NORTH  
PARKING LOT IMPROVEMENTS PROJECT**

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

**WHEREAS**, additional parking is proposed for the north end of Penn Meadows Park;

**WHEREAS**, the improvements will result in an additional 71 parking spots;

**WHEREAS**, Shive-Hattery, Inc. has presented a proposal for design, bidding and construction phase 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 Penn Meadows Park North Parking Lot Improvements Project at a lump sum of \$162,000 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 14th day of February, 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



# **North Side Park**



**Resolution No. 2023-15**

**APPROVAL TO PROCEED WITH A PUBLIC  
IMPROVEMENT, THE NORTH SIDE COMMUNITY PARK  
PROJECT**

**WHEREAS**, a discussion was held on the proposed North Side Community Park Project (the "Public Improvement") during the regular City Council Meeting on the 14<sup>th</sup> day of February, 2023; and

**WHEREAS**, persons interested in the project were given opportunity to present their views regarding the proposed Public Improvement, and regarding the proposed acquisition of property for the Public Improvement; and

**WHEREAS**, the City Council of the City of North Liberty, Iowa has determined that the proposed Public Improvement, which contemplates the creation of a community park on approximately 41 acres east of North Jones Boulevard, serves an important public purpose,

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LIBERTY, IOWA, AS FOLLOWS:**

That the North Side Community Park Project (the "Project") has a valid public purpose which will benefit the community; that the preliminary site location of the Project is approved and adopted; that there is a reasonable expectation that the acquisition of the real property identified in Exhibit A will enable the City to achieve its public purpose for the Project, that the Project will comply with all applicable standards, and the City will be able to obtain all permits necessary for the Project; that funding shall be provided for the acquisition of said real property; that the acquisition of all or a portion of the properties needed for the project, by condemnation if necessary, and all appurtenant expenses associated with such condemnation are hereby approved and authorized, and that the City Attorney is empowered to begin negotiations for the acquisition of same in accordance with Chapter 6B of the Code of Iowa.

**APPROVED AND ADOPTED** this 14th day of February, 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

**Resolution No. 2023-16**

**ESTABLISHING FAIR MARKET VALUE AND JUST COMPENSATION FOR THE ACQUISITION OF CERTAIN PROPERTY FOR THE NORTH SIDE COMMUNITY PARK PROJECT**

**WHEREAS**, the City Council of North Liberty, Iowa, intends to acquire certain real estate parcels for the North Side Community Park Project (the "Project") owned by the Meade Family Limited Real Estate Partnership; and

**WHEREAS**, The City of North Liberty, Iowa, pursuant to Section 6B.54, Code of Iowa, has obtained an appraisal of the below identified properties;

**WHEREAS**, Section 6B.54, Code of Iowa, requires the City of North Liberty, Iowa to establish the amount which it believes to be just compensation for the real property based on said appraisal; and

**WHEREAS**, Sections 6B.2B and 6B.45, Code of Iowa, require the City of North Liberty, Iowa to make good-faith effort to negotiate with each property owner(s) to acquire the respective portion of property based on said established amount of just compensation.

**BE IT RESOLVED BY THE CITY OF NORTH LIBERTY, IOWA** that the established amount of just compensation for each of the respective following properties is as follows:

- A. Owner: Meade Family Limited Real Estate Partnership

That part of the Northwest Quarter of Section 12, Township 80 North, Range 7 West of the 5th P.M., North Liberty, Johnson County, Iowa described as follows: Beginning at the southwest corner of Lot 107, Inter-City Industrial Park, Part Two (Final Plat recorded in Plat Book 32, Page 64 at the Johnson County Recorder's Office); thence North 89°51'43" East 1712.06 feet along the south line of said Inter-City Industrial Park, Part Two (assumed bearing for this description only) to a point of curvature; thence 182.34 feet along the arc of a 410.28 foot radius curve concave northwesterly (chord bearing North 77°07'46" Est 180.84 feet), said arc being along Lot 103 of said Inter-City Industrial Park, Part Two; thence South 0°06'26" East 619.57 feet; thence South 89°51'43" West 2122.33 feet to a point of intersection with the west line of said Northwest Quarter; thence North 0°02'28" West 843.30 feet along said west line; Area: 40.64 acres.

The Project contemplates the acquisition of the above-described subject property in its entirety. The City of North Liberty has caused a value-finding appraisal of the property to be made. Upon consideration of the nature and extent of the acquisition, the appraisal determined an amount of Two Million, Five Hundred Twenty Thousand Dollars (\$2,520,000.00) to be just compensation to the Owner. Said appraised sum is hereby established as just compensation with respect to the interests to be acquired in the above-described property.

**BE IT FURTHER RESOLVED** that the North Liberty, Iowa, City Attorney, Grant Lientz, is hereby directed to submit a copy of the pertinent appraisal to each property owner(s) as required by Section 6B.45, Code of Iowa, and to commence negotiation for the purchase of each of the above-described portions of property at the above-stated fair market values of just compensation, and to initiate acquisition of the property interests by condemnation, should such negotiations not be successful.

**APPROVED AND ADOPTED** this 14th day of February, 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.

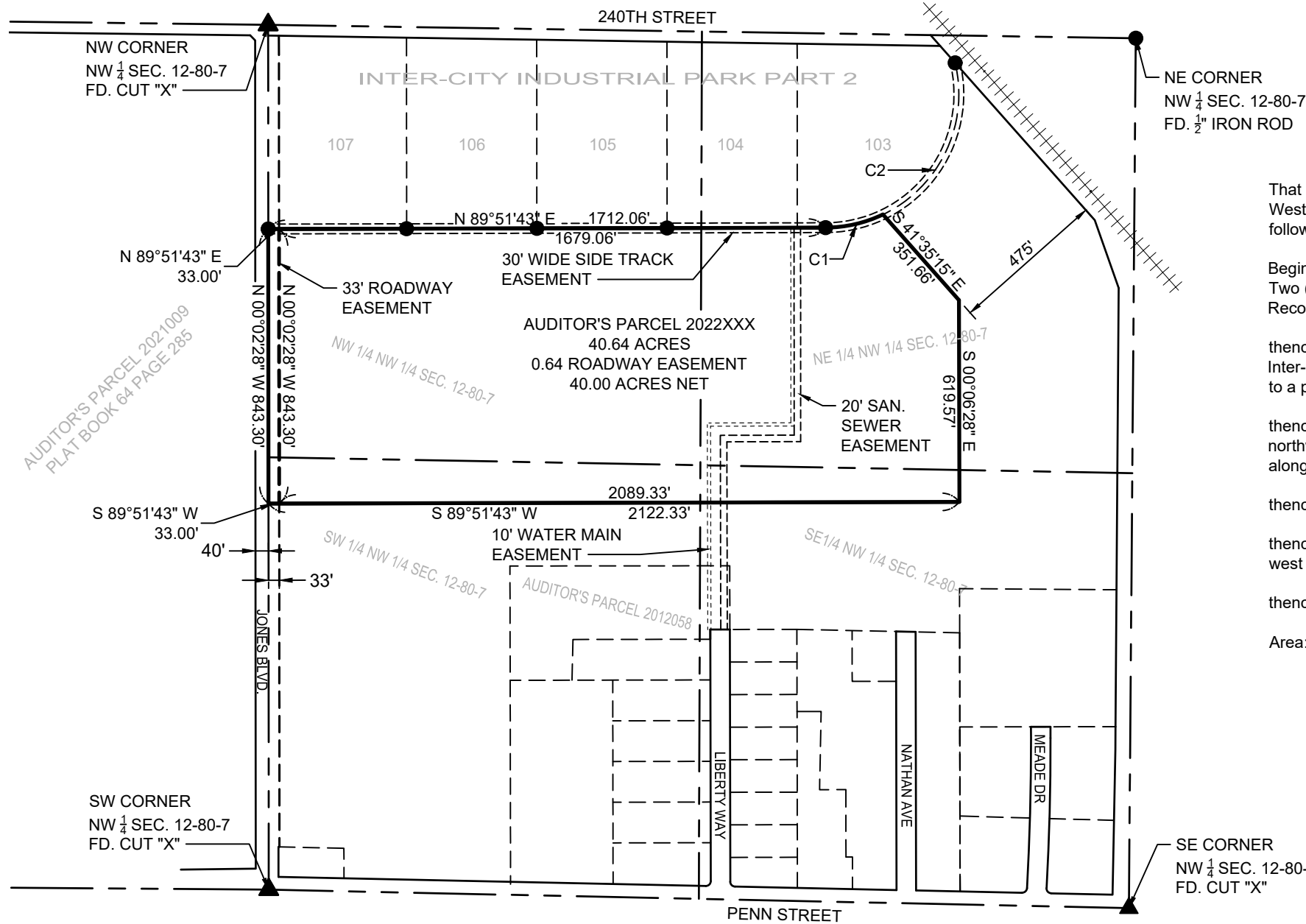
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TRACEY MULCAHEY, CITY CLERK

Index Legend	
City:	NORTH LIBERTY
County:	JOHNSON
Geoparcels ID:	PARCEL ID
Description:	PART OF THE NW 1/4 SEC. 12-80-7
Proprietor:	PROPRIETOR
Surveyor:	JONATHON BAILEY
Company:	SHIVE-HATTERY INC
Return To:	2839 NORTHGATE DRIVE IOWA CITY, IOWA 52245, PH: 319.354.3040

**PLAT OF SURVEY**  
**AUDITOR'S PARCEL 2022xxx**  
 A PART THE NORTHWEST QUARTER  
 SECTION 12, TOWNSHIP 80 NORTH, RANGE 7 WEST  
 NORTH LIBERTY, JOHNSON COUNTY, IOWA

THIS SPACE RESERVED FOR RECORDER'S USE



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

Beginning at the southwest corner of Lot 107, Inter-City Industrial Park, Part Two (Final Plat recorded in Plat Book 32, Page 64 at the Johnson County Recorder's Office);

thence North 89°51'43" East 1712.06 feet along the south line of said Inter-City Industrial Park, Part Two (assumed bearing for this description only) to a point of curvature;

thence 182.34 feet along the arc of a 410.28 foot radius curve concave northwesterly (chord bearing North 77°07'46" Est 180.84 feet), said arc being along Lot 103 of said Inter-City Industrial Park, Part Two;

thence South 0°06'26" East 619.57 feet;

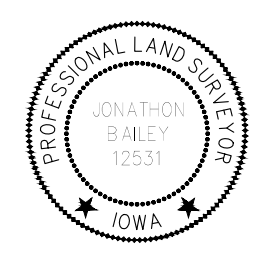
thence South 89°51'43" West 2122.33 feet to a point of intersection with the west line of said Northwest Quarter;

thence North 0°02'28" West 843.30 feet along said west line;

Area: 40.64 acres.

**PRELIMINARY**

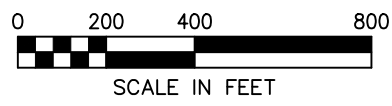
ONLY THESE COPIES OF THIS DOCUMENT SIGNED AND DATED IN CONTRASTING INK COLOR ARE TO BE CONSIDERED CERTIFIED OFFICIAL COPIES PER IOWA ADMINISTRATION CODE 193C-6.1(5)



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

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

CURVE TABLE					
CURVE	DELTA	LENGTH	RADIUS	CHORD BRG	CHORD
C1	25°27'48"	182.34'	410.28'	N 77°07'46" E	180.84'
C2	103°22'34"	740.25'	410.28'	N 38°10'23" E	643.85'



9/21/2022 5:16:14 AM

P:\Projects\IC12112201020\Deliverables\Drawings\1a\_Survey\Meade Plat of Survey\AP-2022xxx-Meade\_12-80-07\_2022-09-16.dwg

AUDITOR'S PARCEL 2021009  
 PLAT BOOK 64 PAGE 285

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 ARCHITECTURE+ENGINEERING  
 2839 NORTHGATE DRIVE  
 IOWA CITY, IOWA 52245  
 319.354.3040 | SHIVE-HATTERY.COM

DATE	SCALE	FIELD BOOK	REVISION
9-21-2022	JSB	JSB	###
AS SHOWN	#####	#####	###

PLAT OF SURVEY  
 AUDITOR'S PARCEL 2022XXX  
 A PART OF THE NORTHWEST QUARTER OF SECTION 12-80-7  
 NORTH LIBERTY, JOHNSON COUNTY, IOWA

2112201020

PLAT OF SURVEY

1 of 1



# **Forevergreen Estates**

## **Part One**

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

**STORM WATER MANAGEMENT FACILITY  
MAINTENANCE AGREEMENT AND EASEMENT  
FOREVERGREEN ESTATES SUBDIVISION PART ONE**

THIS AGREEMENT, made by and between the City of North Liberty, Iowa, a municipal corporation, hereinafter referred to as “City,” and Bowman Property, LLC, hereinafter referred to as “Owner.”

**SECTION 1. REQUEST FOR STORMWATER MANAGEMENT FACILITY MAINTENANCE AGREEMENT.**

A. The Owner has requested that the City approve this Storm Water Management Facility Maintenance Agreement and Easement with respect to the real estate situated in North Liberty, Johnson County, Iowa, upon which the stormwater management facilities for Forevergreen Estates Subdivision Part One will be constructed, which are described as Storm Water Detention Easement on the attached Exhibit A. (the “Facilities”):

B. As part of this request, the Owner acknowledges the following:

1. The Owner has full ownership and control of the real estate described above;

2. The Owner, for the purposes of this Agreement, includes the current owner of the property described above; any successor owners, assigns, and heirs of the original Owner, and any other person or party determined to be a “responsible person” as defined in Chapter 156, City of North Liberty Code of Ordinances, or any successor ordinance thereto.

3. This Agreement is required by and shall be enforced pursuant to Chapter 156, City of North Liberty Code of Ordinances, or any successor ordinance thereto, and the Iowa Storm Water Management Manual, or any successor manual thereto.

**SECTION 2. CONDITIONS OF APPROVAL OF AGREEMENT.**

A. The Owner agrees that this Agreement shall be a covenant running with the land and shall be binding on the present and future owners of the property in perpetuity unless released by the City.

B. This Agreement shall be filed with the City Clerk, approved by the City Council, fully executed by both parties, and recorded at the Owner's expense at the Office of the Johnson County Recorder.

**SECTION 3. MAINTENANCE AND REPAIR OF STORM WATER MANAGEMENT FACILITY.**

A. The Owner and any future owners of any part or all of the property described in section 1.A above shall be responsible for maintaining and repairing the Facilities in a properly functioning condition, as determined in the sole judgment of the City. Maintenance and repair shall include but is not limited to the following best management practices:

1. Maintain all sediment and erosion control measures until turf sod is fully established and/or all construction activities on the site have been completed. This shall be done monthly or after all rainfall events.
2. Inspect, clean, and remove debris from the inlet and outlet structures. This shall be done monthly or after rain events of 1.25" or larger.
3. Look for signs of sediment accumulation, flow channelization, erosion damage, local streambank instability. Check the outfall for signs of surface erosion, seepage or tunneling along outfall pipe. This shall be done annually or after rain events of 1.25" or larger.
4. Inspect forebays and other pretreatment areas at least twice annually.
5. Mow the side slopes of the basin. This shall be done as needed.
6. Inspect for unwanted animals such as muskrats, beaver, woodchuck, skunks, and burrowing type animal that can compromise the side banks by creating burrows. This will be done annually. Contact a licensed and insured professional to remove pest as needed.
7. Inspect for damage, paying particular attention to the inlet and outlet structures. This will be done annually.
8. Note any signs of hydrocarbon buildup and remove accordingly, this shall be done annually.
9. Repair undercut or eroded areas. This will be done when observed.
10. Inspect for invasive vegetation and remove where possible, this shall be done annually.
11. Storm Sewers: inspect for clogging or collapsed pipe. This shall be done annually, clean and repair as needed.

B. A complete copy of the specifications for the as-built Facilities and related documents will be kept on file with the City to provide more detail as to the Facilities and the maintenance and repair requirements related thereto.



C. The Owner is responsible for documenting maintenance and repair needs and ensuring compliance with the requirements of this ordinance and accomplishment of its purposes.

**SECTION 4. MAINTENANCE AND REPAIR; EASEMENT.**

The Owner grants to the City an easement for access to the Facilities over and across the areas designated “Storm Water Detention Easement” and “Access Easement” on the attached Exhibit A at reasonable times for periodic inspection by City or City’s designee to ensure that the Facilities are maintained in proper working condition to meet City Storm Water requirements and, if necessary, and for maintenance and repair of the Facilities in accordance with the terms of this Agreement.

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

A. The right to temporarily occupy the area on either side of the Facilities in order to grade said easement areas for the full width thereof.

B. The right from time to time, after providing reasonable notice to the Owner as provided in Section 7, to trim, cut down and clear away all trees and brush on said Facilities which now or hereafter in the opinion of the City may be a hazard to said Facilities, or may interfere with the exercise of the City’s rights hereunder in any manner.

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

The Owner reserves the right to use said Facilities for purposes which will not interfere with the City’s full enjoyment of its right hereby granted; provided that the Owner shall not erect or construct any building, fence, retaining wall or other structures; plant any trees, drill or operate any well; construct any obstructions on said Facilities; or substantially add to the ground cover of said Facilities.

**SECTION 5. INSPECTION OF FACILITIES.**

The Facilities are subject to periodic inspections by the City on any reasonable basis, including but not limited to: routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; inspection of drainage basins or areas identified as higher than typical sources of sediment or other contaminants or pollutants; inspections of uses of a type associated with higher than usual discharges of contaminants or pollutants or with discharges of a type which are more likely than the typical discharge to cause violations of state or federal water or sediment quality standards or the NPDES Storm Water permit; and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include but are not limited to: reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in the Facilities, and evaluating the condition of the Facilities.

**SECTION 6. RECORDS OF INSTALLATION AND MAINTENANCE AND REPAIR**

**ACTIVITIES.**

The Owner is responsible for the operation and maintenance of the Facilities in perpetuity. The Owner shall make records of the installation and of all maintenance and repairs and shall retain the records for at least twenty-five (25) years. These records shall be made available to the City during inspection of the facility and at other reasonable times upon the City's request.

**SECTION 7. FAILURE TO MAINTAIN STORM WATER MANAGEMENT FACILITIES.**

In the event that the Facilities are not being maintained and repaired as required by this Agreement or the City's ordinances, the City shall notify the Owner in writing. Upon receipt of that notice, the Owner shall have thirty (30) days to effect maintenance and repair of the Facilities in an approved manner. A reasonable extension may be allowed if the work cannot be completed within the thirty days due to weather, unavailability of necessary materials, or other good cause shown by the Owner.

If the Owner fails or refuses to meet the requirements of the maintenance covenant or any provision of this Agreement or the City's ordinance, the City, after reasonable notice, may correct a violation by performing all necessary work to place the Facilities in proper working condition. After correcting said violation, City may assess, jointly and severally, the owners of the Facilities, and any other persons or parties responsible for maintenance under any applicable written agreement with the Owner, for the cost of repair work and any penalties; and the cost of the work shall be a lien on the property or prorated against the beneficial users of the property, which are all property owners of this subdivision, and may be placed on the tax bill and collected as ordinary taxes. The Owner hereby agrees that it shall not be necessary for the City to seek a court order for permission to enter upon the property or take the corrective actions it determines necessary under this Section.

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

**SECTION 8. ENFORCEMENT AND APPEALS.**

A. Building and occupancy permits shall not be issued until the Facilities have been constructed by the Owner and inspected and approved by the City; however, upon request of the Owner and prior to completion of the Facilities, the City may, in its discretion, conditionally approve the Facilities, subject to certain terms and the posting of sufficient security in accordance with Subsection 180.11(8)(A)(2) of the City's Subdivision Ordinance. Any violator may be required to restore land to its undisturbed condition. In the event that restoration is not undertaken within a reasonable time after notice, City may take necessary corrective action, the cost of which shall become a lien upon the property until paid.

B. Violation of any provision of this ordinance may be enforced by civil action

including an action for injunctive relief. In any civil enforcement action, administrative or judicial, the City shall be entitled to recover attorney fees and court costs from any person or party who is determined by a court of competent jurisdiction to have violated this ordinance.

C. Violation of any provision of this ordinance may also be enforced as a municipal infraction within the meaning of §364.22 of the Code of Iowa, pursuant to the City's municipal infraction ordinance.

**SECTION 9. OWNER'S OBLIGATION AND CITY ACTIONS.**

A. The Owner of part or all of the property described above agrees and is fully obligated to perform as provided in this Agreement. The Owner is liable and responsible for each and every obligation agreed to be undertaken pursuant to this Agreement. Failure of any party responsible to perform under this Agreement is not a defense against any action to be taken by the City.

B. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers must be in writing, signed by both parties and approved by written resolution of the City Council.

C. Only upon completion of the Facility and, further, upon inspection and approval of the Facility by the City shall the Owner have the right to assign all of its obligations under this Agreement to a homeowners' association or the successor title holder of the property described in Section 1.A of this Agreement. Such assignment shall occur automatically upon recorded conveyance of the property by deed, contract or Declaration of Submission of Property to Horizontal Property Regime pursuant to Iowa Code Chapter 499B.

**SECTION 10. FEES.**

The Owner agrees to pay for the costs of recording this Agreement. The Owner agrees to pay all necessary recording and filing fees that accrue as a result of any work that is performed under this Agreement or made necessary as a result of this development project. A copy of all recorded documents, including but not limited to this Agreement, shall be provided to the City.

**SECTION 11. NOTICES.**

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

Bowman Property, LLC  
c/o Bob Downer  
122 S. Linn Street  
Iowa City, IA 52240

The Owner is required to maintain current contact information on file with the City at all times. In the event ownership of the property changes for any reason and under any circumstances, any new owner shall maintain current contact information on file with the City.

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

North Liberty City Administrator  
3 Quail Creek Circle  
P.O. Box 77  
North Liberty, IA 52317

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

**SECTION 12. SUCCESSORS AND ASSIGNS.**

This Agreement shall be a covenant running with the land and inure to the benefit of and be binding upon the Owner and all successors, heirs, and assigns in perpetuity.

[remainder of page intentionally left blank]

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF NORTH LIBERTY, IOWA

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

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

STATE OF IOWA, JOHNSON COUNTY: ss

On this \_\_\_\_ day of \_\_\_\_\_, 2023, 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 \_\_\_\_\_, 2023; and that Chris Hoffman and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

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

BOWMAN PROPERTY, LLC

\_\_\_\_\_  
Alan Marks, Manager

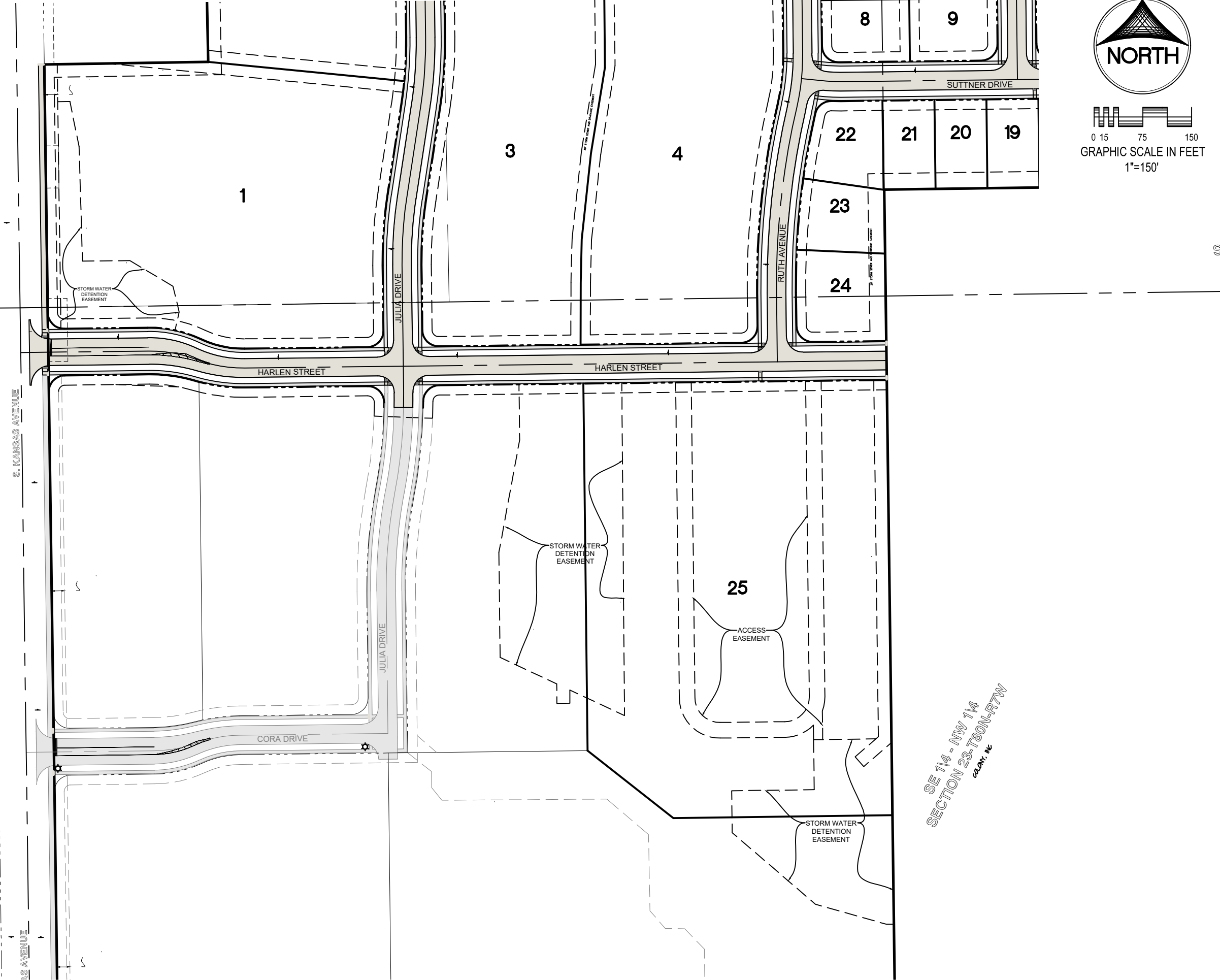
STATE OF ARIZONA, MARICOPA COUNTY: ss

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
2023, by Alan Marks as Manager of Bowman Property, L.L.C.

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

NE 1  
SECTION  
MMS

SE 14 - NE 14  
SECTION 22-T80N-R7W  
POMAN PROPERTY, LLC



SE 14 - NW 14  
SECTION 23-T80N-R7W  
CALM, INC.



CIVIL ENGINEERS  
LAND PLANNERS  
LAND SURVEYORS  
LANDSCAPE ARCHITECTS  
ENVIRONMENTAL SPECIALISTS

1917 S. GILBERT ST.  
IOWA CITY, IOWA 52240  
(319) 351-8282  
[www.mmsconsultants.net](http://www.mmsconsultants.net)

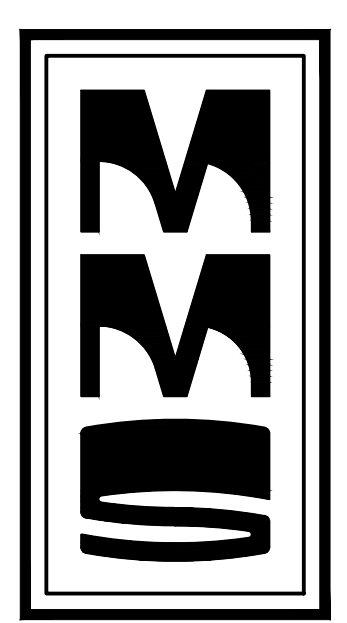
Date	Revision
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## EXHIBIT "A" BMP ACCESS

FOREVERGREEN  
ESTATES PART ONE  
NORTH LIBERTY  
JOHNSON COUNTY  
IOWA

MMS CONSULTANTS, INC.

Date:	DATE
Designed by: CAT	Field Book No: FIELDBOOK
Drawn by: CAT	Scale:
Checked by: CAT	Sheet No: 1
Project No: 9828-002	of: 1



**CIVIL ENGINEERS**  
**LAND PLANNERS**  
**LAND SURVEYORS**  
**LANDSCAPE ARCHITECTS**  
**ENVIRONMENTAL SPECIALISTS**

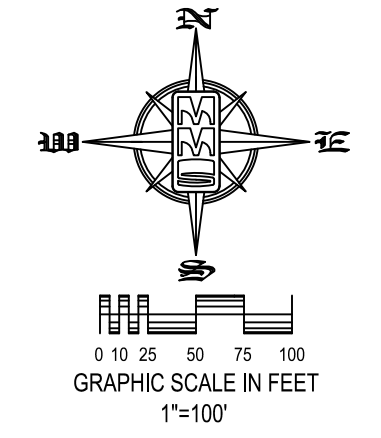
1917 S. GILBERT ST.  
 IOWA CITY, IOWA 52240  
 (319) 351-8282  
 www.mmsconsultants.net

# FINAL PLAT

## FOREVERGREEN ESTATES - PART ONE

### TO NORTH LIBERTY, JOHNSON COUNTY, IOWA

<b>LOCATION:</b> A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23-T80N-R7W OF THE FIFTH P.M. FOUND CUT "X" QUARTER OF THE NORTHWEST QUARTER, AND A PORTION OF THE SOUTHQUARTER OF THE NORTHWEST QUARTER ALL OF SECTION 23, TOWNSHIP 80 NORTH, RANGE 7 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, IOWA.	<b>SUBDIVIDER:</b> BOWMAN PROPERTY LLC 1800 HIGHWAY 1 #2020 FAIRFIELD, IOWA 52556
<b>LAND SURVEYOR:</b> RICHARD R. NOWOTNY P.L.S. MMS CONSULTANTS, INC. 1917 SOUTH GILBERT STREET IOWA CITY, IOWA 52240 PHONE: 319-351-8282	<b>SUBDIVIDER'S ATTORNEY:</b> ROBERT N. DOWNER 122 SOUTH LINN STREET IOWA CITY, IOWA 52240
<b>DATE OF SURVEY:</b> 02-15-2022	<b>PROPRIETOR OR OWNER:</b> BOWMAN PROPERTY LLC 1800 HIGHWAY 1 #2020 FAIRFIELD, IOWA 52556
<b>FOR COUNTY RECORDER'S USE:</b>	<b>DOCUMENT RETURN INFORMATION:</b> LAND SURVEYOR



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

UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS

EASEMENT IDENTIFICATION TABLE	
1	EXISTING PERMANENT DRAINAGE EASEMENT BOOK 9824 AT PAGE 279 (TO BE VACATED)
2	EXISTING PERMANENT DRAINAGE EASEMENT BOOK 9824 AT PAGE 271 (TO BE VACATED)
3	15 FOOT WIDE PUBLIC UTILITY EASEMENT
4	20.00 FOOT WIDE LANDSCAPE BUFFER EASEMENT
5	20.00 FOOT WIDE SANITARY SEWER EASEMENT
6	30.00 FOOT WIDE STORM SEWER AND DRAINAGE EASEMENT (CENTERED)
7	STORM WATER DETENTION EASEMENT
8	15.00 FOOT WIDE STORM SEWER AND DRAINAGE EASEMENT
9	25.00 FOOT WIDE STORM SEWER AND DRAINAGE EASEMENT
10	20.00 FOOT WIDE STORM SEWER AND DRAINAGE EASEMENT
11	20.00 FOOT WIDE DRAINAGE EASEMENT
12	35.00 FOOT WIDE SANITARY SEWER EASEMENT
13	10.00 FOOT WIDE STORM SEWER AND DRAINAGE EASEMENT

FOUND PROPERTY MONUMENTATION TABLE	
1	FOUND 5/8" REBAR W/ YELLOW PLASTIC LS CAP 8/16
2	FOUND 5/8" REBAR W/ YELLOW PLASTIC LS CAP 12/16
3	FOUND 5/8" REBAR W/ ILLEGIBLE YELLOW PLASTIC LS CAP
4	FOUND 5/8" REBAR W/ YELLOW PLASTIC LS CAP 17/16

AREA SUMMARY TABLE	
1/4 - 1/4	AREA
NW-NW	16.79 ACRES
NE-NW	4.65 ACRES
SW-NW	10.76 ACRES
<b>TOTAL</b>	<b>32.20 ACRES</b>

I hereby certify that this engineering document was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

RONALD L. AMELON, P.E. Iowa Lic. No. 14201

My license renewal date is December 31, 20\_\_.

Pages or sheets covered by this seal: \_\_\_\_\_

Signed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public, in and for the State of Iowa.

**PLAT/PLAN APPROVED BY:**  
 CITY OF NORTH LIBERTY

CITY CLERK \_\_\_\_\_ DATE: \_\_\_\_\_

**UTILITY EASEMENTS APPROVED BY:**

MIDAMERICAN ENERGY \_\_\_\_\_ DATE: \_\_\_\_\_

MEDIAACOM \_\_\_\_\_ DATE: \_\_\_\_\_

LINN COUNTY REC. \_\_\_\_\_ DATE: \_\_\_\_\_

SOUTH SLOPE COOPERATIVE TELEPHONE CO. \_\_\_\_\_ DATE: \_\_\_\_\_

**FINAL PLAT**

**FOREVERGREEN ESTATES PART ONE**

**NORTH LIBERTY JOHNSON COUNTY IOWA**

**MMS CONSULTANTS, INC.**

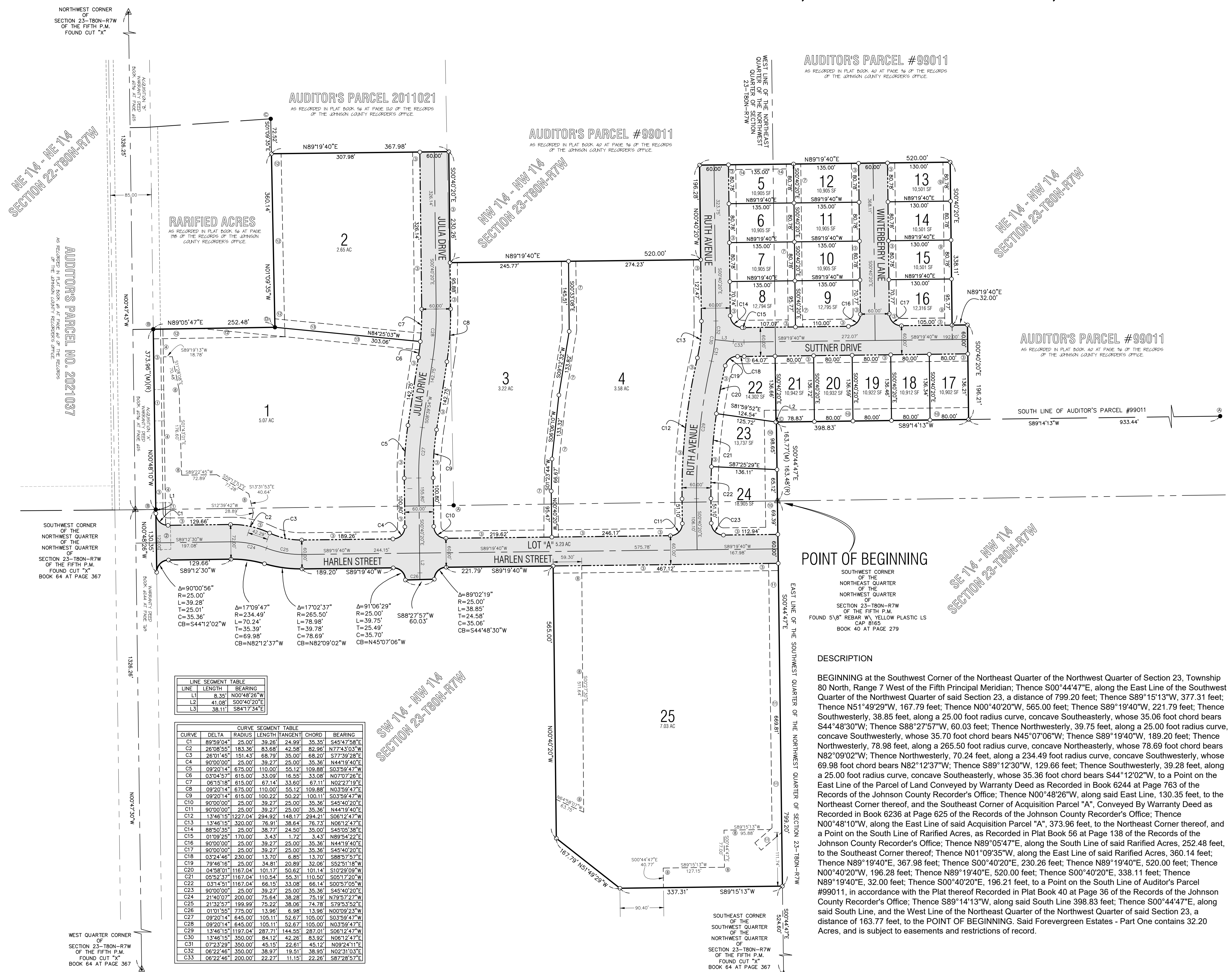
Date: 04-27-2022

Designed by: KJB Field Book No: 1328

Drawn by: RLW Scale: 1"=100'

Checked by: RRR Sheet No: 1

Project No: IOWA CITY 9828-002 of: 1





**Resolution No. 2023-17**

**RESOLUTION APPROVING THE STORM WATER  
MANAGEMENT FACILITIES MAINTENANCE  
AGREEMENT AND EASEMENT BETWEEN THE CITY OF  
NORTH LIBERTY AND BOWMAN PROPERTY, LLC  
THAT ESTABLISHES THE TERMS AND CONDITIONS  
UNDER WHICH STORMWATER MANAGEMENT  
FACILITIES WILL BE MAINTAINED FOR  
FOREVERGREEN ESTATES SUBDIVISION PART ONE IN  
THE CITY OF NORTH LIBERTY, IOWA**

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

**WHEREAS**, the terms and conditions for the maintenance of the storm water management facilities for Forevergreen Estates Subdivision Part One have been set forth in an Agreement between the City of North Liberty (“City”) and Bowman Property, LLC (“Owner”);

**WHEREAS**, the owner of the property shown in the attachment have executed the Public Storm Sewer Easement Agreement to permit the City to utilize property delineated in the agreement for the purpose of excavating for and the installation, replacement, maintenance and use of public storm sewer infrastructure;

**NOW, THEREFORE, BE IT RESOLVED** that that the Storm Water Management Facility Maintenance Agreement and Easement between the City and the Owners is approved for the development of Forevergreen Estates Subdivision Part One, North Liberty, Iowa.

**APPROVED AND ADOPTED** this 14th day of February, 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

**Resolution No. 2023-XX**

**RESOLUTION APPROVING THE FINAL PLAT AND ACCEPTING SURETY  
FOR PUBLIC IMPROVEMENTS FOR FOREVERGREEN ESTATES PART  
ONE NORTH LIBERTY, IOWA**

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

**WHEREAS**, the owner and developer, Bowman Property, LLC, has filed with the City Clerk a final plat for the property described in Exhibit A, which is attached hereto and made a part hereof;

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

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

**WHEREAS**, the installation of public improvements has been provided for in accordance with Chapter 180.11 of the City Code, and governed by the Surety Agreement attached hereto.

**NOW, THEREFORE, BE IT RESOLVED** that the Surety Agreement and final plat of Forevergreen Estates Subdivision Part One is hereby approved and accepted.

**BE IT FURTHER RESOLVED** that the Mayor and City Clerk are authorized to execute the Surety Agreement for Forevergreen Estates Part One.

**APPROVED AND ADOPTED** this 14th day of February, 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 and Return to:  
Grant D. Lientz, 3 Quail Creek Circle, P.O. Box 77, North Liberty, IA 52317 319-626-5767

**SURETY AGREEMENT  
FOREVERGREEN ESTATES PART ONE SUBDIVISION**

THIS SURETY AGREEMENT is made this 30th day of January, 2023, by and between the City of North Liberty, Iowa ("City") and Bowman Property, L.L.C. ("Developer").

RECITALS

A. Developer and the City originally entered into a Developer's Agreement for Forevergreen Estates Part One Subdivision, located on the following-described real estate ("Property"):

BEGINNING at the Southwest Corner of the Northeast Quarter of the Northwest Quarter of Section 23, Township 80 North, Range 7 West of the Fifth Principal Meridian; Thence S00°44'47"E, along the East Line of the Southwest Quarter of the Northwest Quarter of said Section 23, a distance of 799.20 feet; Thence S89°15'13"W, 377.31 feet; Thence N51°49'29"W, 167.79 feet; Thence N00°40'20"W, 565.00 feet; Thence S89°19'40"W, 221.79 feet; Thence Southwesterly, 38.85 feet, along a 25.00 foot radius curve, concave Southeasterly, whose 35.06 foot chord bears S44°48'30"W; Thence S88°27'57"W, 60.03 feet; Thence Northwesterly, 39.75 feet, along a 25.00 foot radius curve, concave Southwesterly, whose 35.70 foot chord bears N45°07'06"W; Thence S89°19'40"W, 189.20 feet; Thence Northwesterly, 78.98 feet, along a 265.50 foot radius curve, concave Northeasterly, whose 78.69 foot chord bears N82°09'02"W; Thence Northwesterly, 70.24 feet, along a 234.49 foot radius curve, concave Southwesterly, whose 69.98 foot chord bears N82°12'37"W; Thence S89°12'30"W, 129.66 feet; Thence Southwesterly, 39.28 feet, along a 25.00 foot radius curve, concave Southwesterly, whose 35.36 foot chord bears S44°12'02"W, to a Point on the East Line of the Parcel of Land Conveyed by Warranty Deed as Recorded in Book 6244 at Page 763 of the Records of the Johnson County Recorder's Office; Thence N00°48'26"W, along

said East Line, 130.35 feet, to the Northeast Corner thereof, and the Southeast Corner of Acquisition Parcel "A", Conveyed By Warranty Deed as Recorded in Book 6236 at Page 625 of the Records of the Johnson County Recorder's Office; Thence N00°48'10"W, along the East Line of said Acquisition Parcel "A", 373.96 feet, to the Northeast Corner thereof, and a Point on the South Line of Rarified Acres, as Recorded in Plat Book 56 at Page 138 of the Records of the Johnson County Recorder's Office; Thence N89°05'47"E, along the South Line of said Rarified Acres, 252.48 feet, to the Southeast Corner thereof; Thence N01°09'35"W, along the East Line of said Rarified Acres, 360.52 feet; Thence N89°19'40"E, 367.98 feet; Thence S00°40'20"E, 230.26 feet; Thence N89°19'40"E, 520.00 feet; Thence N00°40'20"W, 196.28 feet; Thence N89°19'40"E, 520.00 feet; Thence S00°40'20"E, 338.11 feet; Thence N89°19'40"E, 32.00 feet; Thence S00°40'20"E, 196.21 feet, to a Point on the South Line of Auditor's Parcel #99011, in accordance with the Plat thereof Recorded in Plat Book 40 at Page 36 of the Records of the Johnson County Recorder's Office; Thence S89°14'13"W, along said South Line 398.83 feet; Thence S00°44'47"E, along said South Line, and the West Line of the Northeast Quarter of the Northwest Quarter of said Section 23, a distance of 163.77 feet, to the POINT OF BEGINNING. Said Forevergreen Estates - Part One contains 32.20 Acres, and is subject to easements and restrictions of record.

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

C. All public improvements required under Section 3 have been installed by Developer except for those items included in the attached Exhibit A ("Surety Items"), estimated to cost Three Hundred Ninety Thousand Dollars (\$390,000.00) (the "Surety Amount").

D. As a condition of approving the Final Plat for Forevergreen Estates Part One Subdivision, the City has asked and Developer has agreed to establish an irrevocable line of credit in favor of the City (the "Credit Account") in accordance with North Liberty Code of Ordinances § 180.11(8)(A)(2). Additional terms governing the Credit Account are set forth herein.

E. The purpose of this Surety Agreement is to give effect to the Developer's desire to receive final plat approval from the City prior to the construction and acceptance of the public improvements as set forth in the Developer's Agreement, and to the City's desire to ensure that those public improvements are completed satisfactorily and without risk or obligation to the City.

## TERMS AND CONDITIONS

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

1. Recitals. By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.
2. Credit Account. Prior to final plat approval, the Developer will establish an irrevocable line of credit for the benefit of the City through a financial institution acceptable to the City, in an amount equal to or greater than the Surety Amount, payable to the City on demand, and not to expire prior to July 31, 2024.
3. Access and Repayment. The City shall access funds in said Credit Account only in accordance with the terms of this Agreement. The City shall have no obligation to repay any Credit Account funds so withdrawn.
4. Developer to Install Improvements. The Surety Items shall be constructed and installed by the Developer according to the plans and specifications approved by the City, who shall have the right to make occasional inspection of the work in progress. As of the date of this Agreement, said approved plans and specifications are dated October 25, 2022, and are comprised of 16 sheets. Such inspections shall not relieve or release the Developer from its responsibility to construct said Surety Items in accordance with the approved plans and specifications. Further, said inspections shall not create a duty or warranty on the part of the City that the construction of said Surety Items is in compliance with said plans and specifications.
5. Upon satisfaction of the terms as outlined in Paragraph 4, the City shall promptly exonerate and relinquish any claim or right to the Credit Account.
6. After installation and acceptance by the City, the Developer, or the applicable homeowner's association, shall have the obligation for maintenance or management of such Surety Items not dedicated to the City.
7. The Developer agrees to complete the Surety Items on or before July 31, 2023 ("Construction Deadline"). If the Developer's completion of the Surety Items is delayed by labor disputes, fire, unusual delay in deliveries, unusual weather, unavoidable casualties, pandemics, epidemics or other causes beyond the Developer's control (collectively, a "Force Majeure Event"), then the Developer may ask the City in writing for an extension of the Construction Deadline for an equitable period of time to account for such delays. Prior to granting such an extension, the Developer shall provide the City with reasonable proof that the Credit Account established for the benefit of the City shall have been extended for the same period of time for which the Developer seeks to be excused under this Section 7.

8. In the event the Surety Items are not complete by the Construction Deadline, the City may, but shall not be required to, utilize so much of the Credit Account as necessary to complete the Surety Items, including, but not limited to, all costs associated with management and oversight of the completion of the Surety Items. The City shall have the right to install and construct said Surety Items, including the right to use all construction plans, CAD files, Survey Data, Addendums and Design and/or construction revisions issued during the work for said improvements (the "Construction Plans"). Developer avers and agrees that Developer has the legal authority and obligation to assign the right to use said Construction Plans to the City under the above-described conditions, and further agrees to indemnify, defend, and hold the City harmless for the City's use of said Construction Plans in accordance with this paragraph. Unless City is fully reimbursed for the Surety Items from the Credit Account, the costs of said public improvements, facilities and sidewalks shall be a lien and charge against all of the lots adjacent to or in front of the improvements, facilities and sidewalks that are constructed and any lots which may be assessed for public improvements, facilities and sidewalks under the provisions of Chapters 364 and 384 of the Iowa Code.

9. Temporary Construction Easement. Developer hereby grants to the City and its agents a temporary construction easement over and across the area set forth in the attached Exhibit B, for the purpose of constructing said Surety Items. The temporary construction easement shall terminate automatically upon the earlier of the completion and acceptance of the Surety Items by the City, or the expiration of the Credit Account, as may be extended pursuant to Paragraph 7 herein.

10. In the event the Credit Account is insufficient to pay for the Surety Items, Bowman Property, LLC shall be liable to pay for the excess costs incurred.

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

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

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

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

*[Signature Pages to Follow]*



*Signature Pages to Surety Agreement*

CITY OF NORTH LIBERTY, IOWA

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

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

STATE OF IOWA, JOHNSON COUNTY: ss

On this \_\_\_\_ day of \_\_\_\_\_, 2023, 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 \_\_\_\_\_, 2023; 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

*Signature Pages to Surety Agreement*

Bowman Property, LLC

By: \_\_\_\_\_  
Alan Marks, Manager

STATE OF Arizona, Maricopa COUNTY: ss

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2023,  
by Alan Marks as Manager of Bowman Property, L.L.C.

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

*Signature Pages to Surety Agreement*

Approved as to Form and Content

MMS CONSULTANTS, INC.

By: \_\_\_\_\_  
Kelly Beckler, P.E., Partner

*Signature Pages to Surety Agreement*

Approved as to Form and Content

HEARTLAND BANK AND TRUST COMPANY

By:   
Nathan D. Koch, Senior Vice President

EXHIBIT A

## EXHIBIT B

Beginning at the North Quarter Corner of Section 23, Township 80 North, Range 7 West, of the Fifth Principal Meridian, North Liberty, Johnson County, Iowa; Thence  $S00^{\circ}41'12''E$ , along the East Line of Auditor's Parcel #99011, in accordance with the Plat thereof Recorded in Plat Book 40 at Page 36 of the Records of the Johnson County Recorder's Office, 1157.73 feet, to the Southeast Corner thereof; Thence  $S89^{\circ}14'13''W$ , along the South Line of said Auditor's Parcel #99011, a distance of 1332.27 feet; Thence  $S00^{\circ}44'47''E$ , along said South Line, and the West Line of the Northeast Quarter of the Northwest Quarter of said Section 23, a distance of 163.77 feet, to the Southwest Corner of said Northeast Quarter of the Northwest Quarter; Thence  $S00^{\circ}44'47''E$ , along the East Line of the Southwest Quarter of the Northwest Quarter of said Section 23, a distance of 1263.78 feet, to its intersection with the North Line of the Parcel of Land Conveyed by Warranty Deed, as Recorded in Book 5663 at Page 993 of the Records of the Johnson County Recorder's Office; Thence  $S89^{\circ}06'30''W$ , along said North Line, 599.46 feet; Thence  $N89^{\circ}21'28''W$ , along said North Line, 321.58 feet; Thence  $N86^{\circ}03'12''W$ , along said North Line, 306.58 feet; Thence  $N84^{\circ}26'39''W$ , along said North Line, 62.51 feet, to its intersection with the East Line of the Parcel of Land Conveyed by Warranty Deed as Recorded in Book 6244 at Page 763 of the Records of the Johnson County Recorder's Office; Thence  $N00^{\circ}48'26''W$ , along said East Line, 1224.83 feet, to the Northeast Corner thereof, and the Southeast Corner of Acquisition Parcel "A", Conveyed By Warranty Deed as Recorded in Book 6236 at Page 625 of the Records of the Johnson County Recorder's Office; Thence  $N00^{\circ}48'10''W$ , along the East Line of said Acquisition Parcel "A", 373.96 feet, to the Northeast Corner thereof, and a Point on the South Line of Rarified Acres, as Recorded in Plat Book 56 at Page 138 of the Records of the Johnson County Recorder's Office; Thence  $N89^{\circ}05'47''E$ , along the South Line of said Rarified Acres, 252.48 feet, to the Southeast Corner thereof; Thence  $N01^{\circ}09'35''W$ , along the East Line of said Rarified Acres, 432.66 feet, to the Northeast Corner thereof; Thence  $S86^{\circ}02'52''W$ , along the North Line of said Rarified Acres, 250.18 feet, to the Southeast Corner of Acquisition Parcel "B", Conveyed By Warranty Deed as Recorded in Book 6236 at Page 625 of the Records of the Johnson County Recorder's Office; Thence  $N00^{\circ}48'16''W$ , along the East Line of said Acquisition Parcel "B", 532.70 feet, to the Northeast Corner thereof, and a Point on the North Line of the Northwest Quarter of said Section 23; Thence  $N89^{\circ}19'40''E$ , along said North Line, 2624.73 feet, to the Point of Beginning. Said Tract of Land contains 109.46 Acres, and is subject to easements and restrictions of record.



# **Fire Station Number 2**



To **North Liberty City Council**  
From **Ryan Heiar, City Administrator**  
Date **December 5, 2022**  
Re **Fire Station No. 2 Site Location**

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### Executive Summary

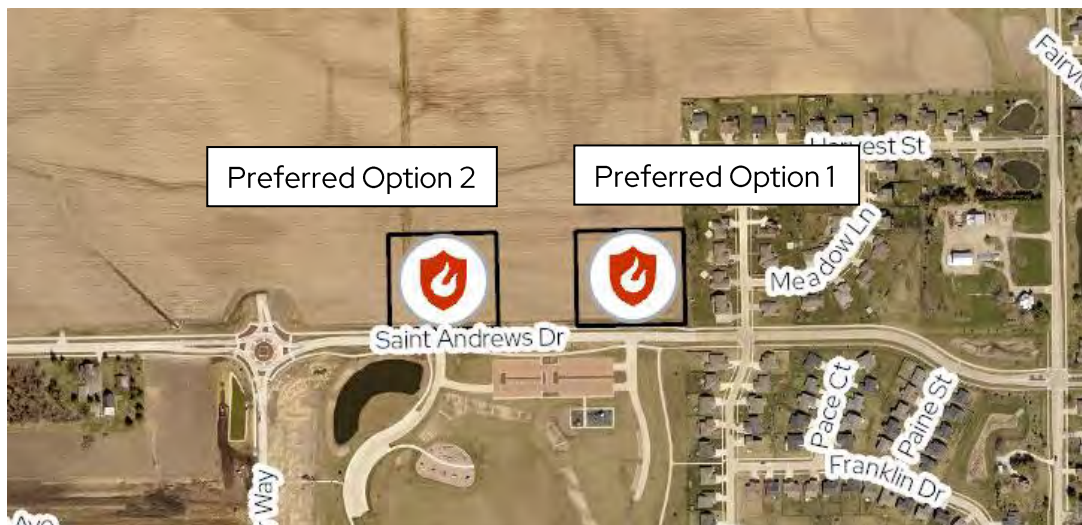
City staff has been evaluating locations for a future second fire station as called for in our strategic plan to improve our fire response as our community continues to grow. This strategic plan reflects the findings from an independent consultant, who evaluated the needs of the fire department and found that second fire station would need to be built. Staff has considered several potential sites, although, some were more easily disregarded for reasons described in this memo.

During selection, we look to balance several considerations including:

- Response times and the 1.5-mile coverage radius from current and potential future stations. This impacts the City's ability to rapidly respond to high-need and high-call-volume facilities and the ability to quickly backup headquarters in cases of concurrent calls
- Land and other development cost
- Compatibility with current and future land uses and minimizing impacts to surrounding properties
- Community and neighborhood feedback
- Ability to enhance other public spaces

Staff has identified two potential sites that balance fire station siting best practices as well as other identified considerations, both along the northside of St. Andrews Drive across from Centennial Park:

1. Across from Centennial Park's eastern access drive.
2. Across from Centennial Park's western access drive.



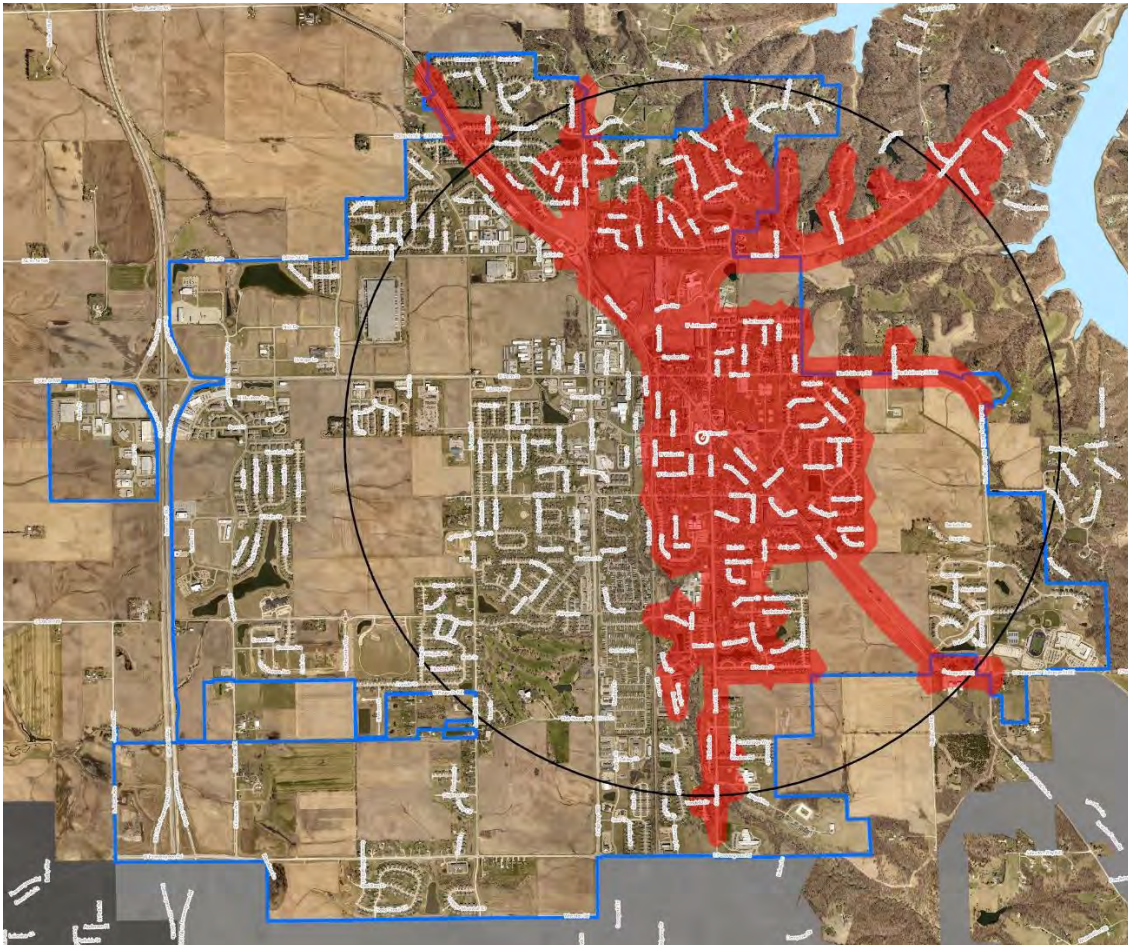
**Figure 1.** Fire Station No. 2 Preferred Option 1 and Preferred Option 2.



**The 1.5-Mile Station Radius and Four-Minute (or Less) Response Time.**

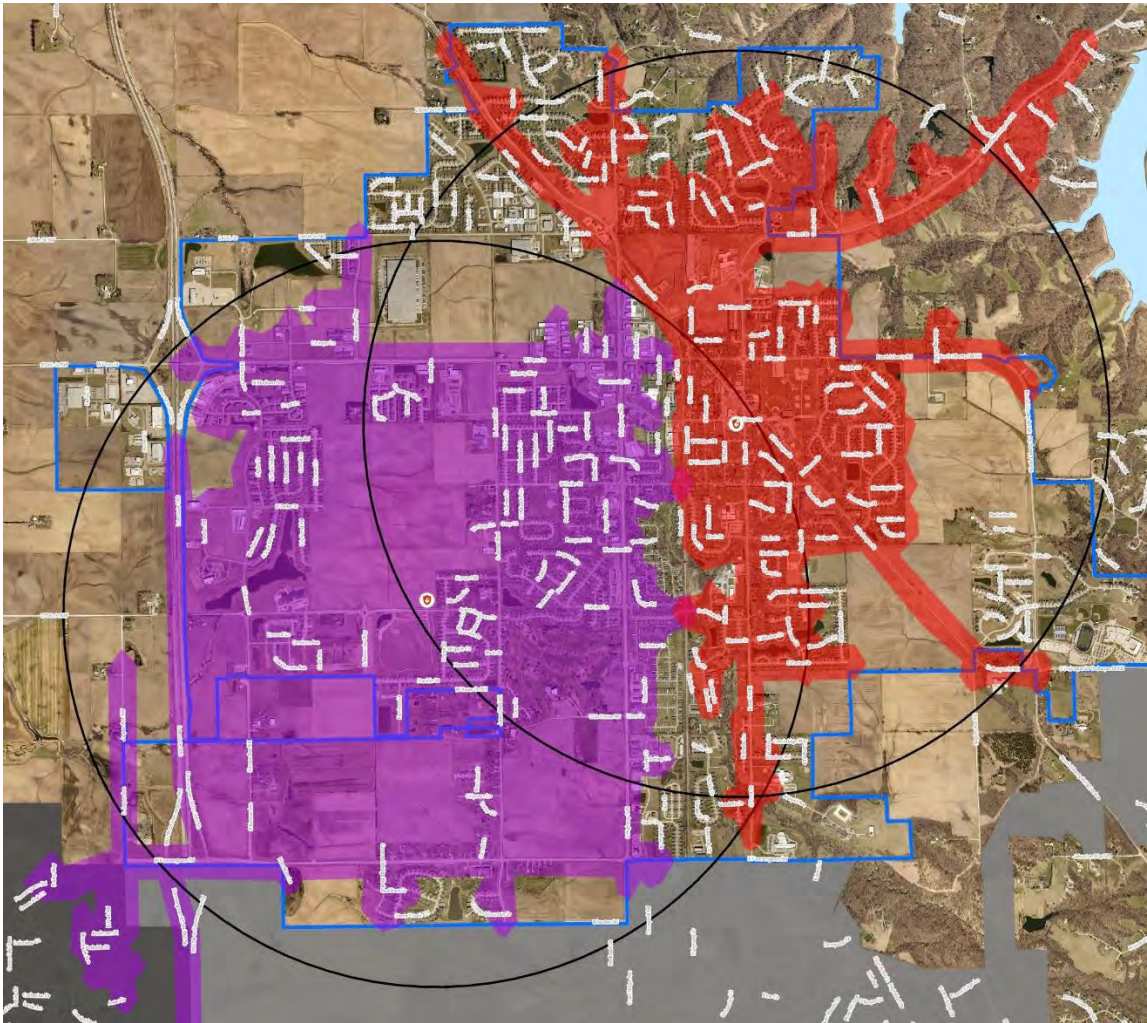
Insurance Services Office (ISO) creates ratings for fire departments. These ratings calculate how well positioned fire departments are to put out fires within the community. ISO provides this score, often called the “ISO fire score,” to homeowners’ insurance companies. Insurers then use it to help set homeowners insurance rates. The better equipped and positioned the fire department is to put out a fire, the less likely a house is to burn down. That makes homes less risky, and therefore, less expensive to insure.

The entire ISO score is a rating reflective of fire suppression services, the water distribution system and emergency communications. Specific to fire suppression deployment, ISO recommends an engine company be able to provide services to an area within a 1.5-mile radius of the fire station. It also recommends an engine company meet the National Fire Protection Association (NFPA) 1710 standard criteria, which specifically calls for positioning resources for the first-due response zones to ensure a 240-second (4-minute) or less response time for the arrival of the first engine company at a fire. The 1.5-mile coverage radius and the 4-minute response time analysis are both best-practice approaches and both were used in the City’s determination for the preferred location.



**Figure 2.** 1.5-mile coverage radius and 4-Minute Response Time Analysis from Fire Station No. 1.

The 1.5-mile coverage radius and 4-minute response time analysis from Fire Station No. 1 informs us that there is a need in the west and south part of the city. With respect to the 1.5-mile coverage radius, the ideal location for Fire Station No. 2 would cover the identified gaps and would overlap the 1.5 radius from Fire Station No. 1 since Fire Station No. 2 would support that station and vice versa. Overlap of the 4-minute response time is less ideal as first responders are trying to minimize the amount of time to every location in the city.



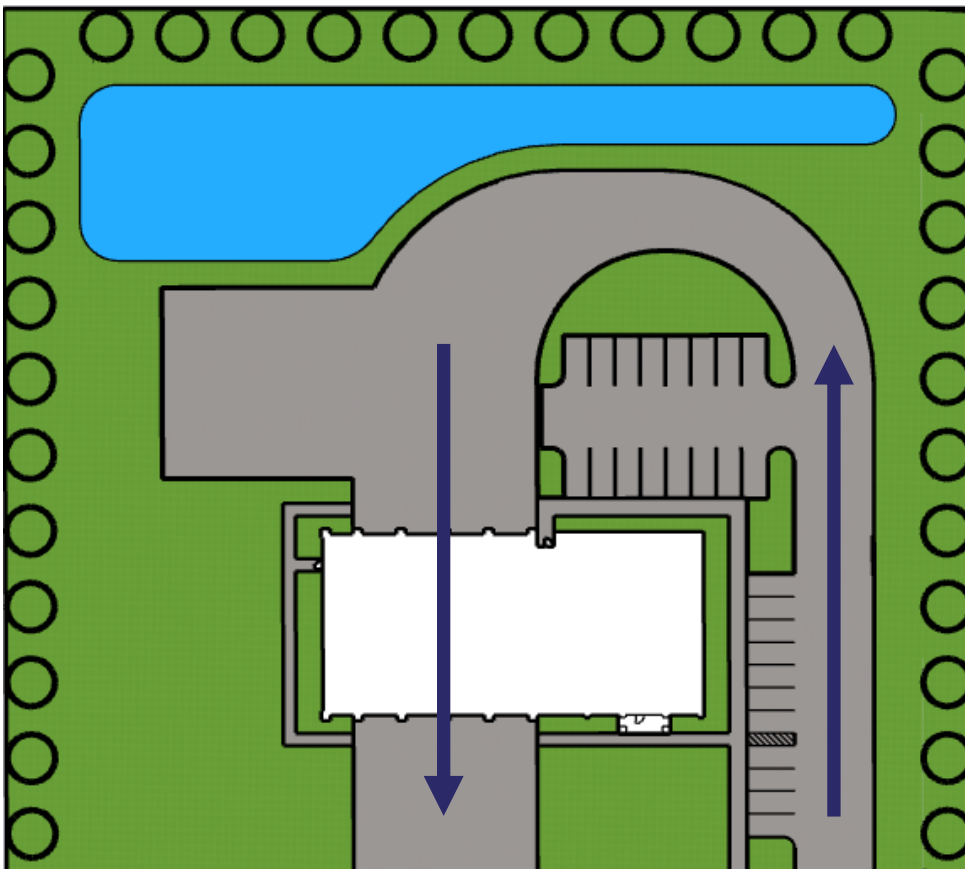
**Figure 3.** 1.5-mile coverage radius and 4-Minute Response Time Analysis from Fire Station #1 and Fire Station No. 2 Preferred Option 1. Preferred Option 2 is similarly mapped.

### **Land and other development cost**

The cost of property acquisition is a primary concern. Additionally, Fire Station No. 2 will need to be served by water, sanitary sewer and have direct access to the City's roadway network. Extending public utilities to the site and/or upgrading streets to City standards increases the cost of construction and presents technical challenges such as adequate sanitary sewer depth and out of sequence development, which is not the most efficient method of developing from a land use perspective.

**Compatibility with current and future land uses and minimizing impacts to surrounding properties**

The preliminary Fire Station No. 2 concept proposes three acres of land area to accommodate the fire station, related infrastructure, stormwater management and perimeter landscape buffering. Both sites have direct access to Saint Andrews Drive. It was never a consideration to have an access through an existing or proposed neighborhood street. The preliminary design has two access points, which would allow fire department vehicles to enter the property from one access and drive into the fire station from the back and drive out of the building and property on a separate access during emergencies. This would minimize noise associated with the vehicle backup warning system. However, there would be a higher impact of noise from the front of the building as vehicles are leaving the fire station when responding to emergency calls. Therefore, it is staff's opinion that the preferred location would not be across from existing or proposed residences.



**Figure 4.** Concept for Fire Station No. 2.

The rationale behind preferred Option 1 vs. preferred Option 2 is the location of sanitary sewer, which is located at the west terminus of Harvest Street. Preferred Option 2 adds approximately \$170,000 to the cost of development due to the need to extend sanitary sewer service across the existing property. Such sewer, once installed, would be relatively shallow (6 feet +/-) at the fire station site and unlikely to provide significant benefit for future development with basements. The property owner will also need to be fairly compensated for the temporary and permanent easements needed to accommodate the sewer service. The cost of such easements will be established by an appraiser and can vary substantially depending on whether they pose an impediment to future development.

### **Other Considerations**

Some residents in Harvest Estates expressed concerns about locating the fire station site immediately adjacent to their neighborhood during earlier council meetings, a neighborhood meeting held on Oct. 17 and in other correspondence. Concerns were tied primarily to impacts from fire apparatus running calls, such as noise and smells. Any future development will come with similar impacts, but landscaping buffers, how the building is located on the site, the plan for pull-through station is expected to help mitigate these impacts, while Preferred Option 2 offers additional separation from the homes to its east.

Being connected to Centennial Park offers many benefits, especially with it being such a large community gathering space. First, being across from Centennial Park means that Fire Station No. 2 would be highly visible public space. Touring the fire station and then visiting the park would be a great way for community members to experience both public spaces. Second, the fire station would serve as a visible place of safety. If any community member feels threatened, they can come to the fire station as a place of refuge. It could also provide for a weather shelter should park users find themselves in inclement weather. Additionally, as the city hosts festivals and events in the park, a command post at the fire station could ensure proper control of both small and large emergencies. Last, the vision is to incorporate a community room into Fire Station No. 2, providing a community gathering space for meetings, birthday parties, and other small gatherings would allow the building to be more than just a fire station.

## Other Sites Considered

### Adjacent to North Bend Elementary School Site

This location achieves consistency with the 4-minute response time but causes a gap in coverage at the southeast portion of the city. There is public water and sanitary sewer in close proximity to the site.

In addition to the gap in coverage, this site was not identified as a preferred location due to the existing home sites within The Preserve neighborhood. Additionally, the City expects the 9.15 acre Ten Eick property across the street to be redeveloped at some point with residential development. It is staff's opinion that there would be a higher impact of noise to adjacent and future residential development as emergency vehicles are leaving the fire station.



**Figure 5.** Adjacent to North Bend Elementary School Site.



**Figure 6.** 1.5-mile coverage radius and 4-minute response time analysis from Fire Station No. 1 and Adjacent to the North Bend Elementary School Site.

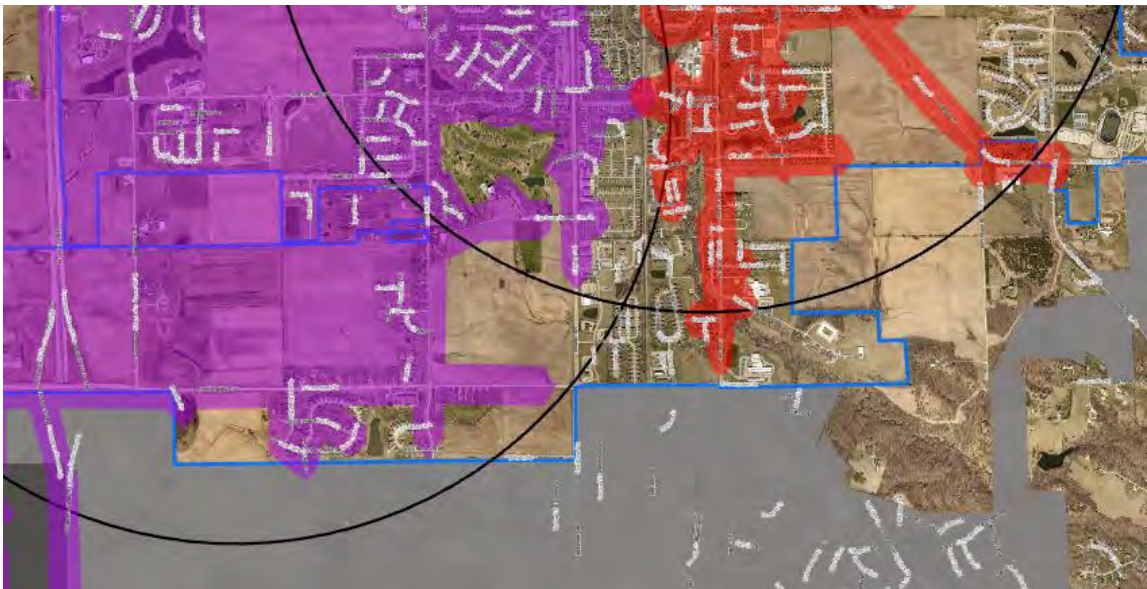
### Ten Eick Site

This location achieves consistency with the 4-minute response time but causes a gap in coverage at the southeast portion of the city. There is public water and sanitary sewer in close proximity to the site.

In addition to the gap in coverage, this site was not identified as a preferred location due to the larger than needed land area (9.15 acres) and the City expects the property across the street to be redeveloped at some point with residential development. It is staff's opinion that there would be a higher impact of noise to future residential development as emergency vehicles are leaving the fire station. Additionally, placement here would result in the front of the station having a northern exposure which is problematic during the winter months.



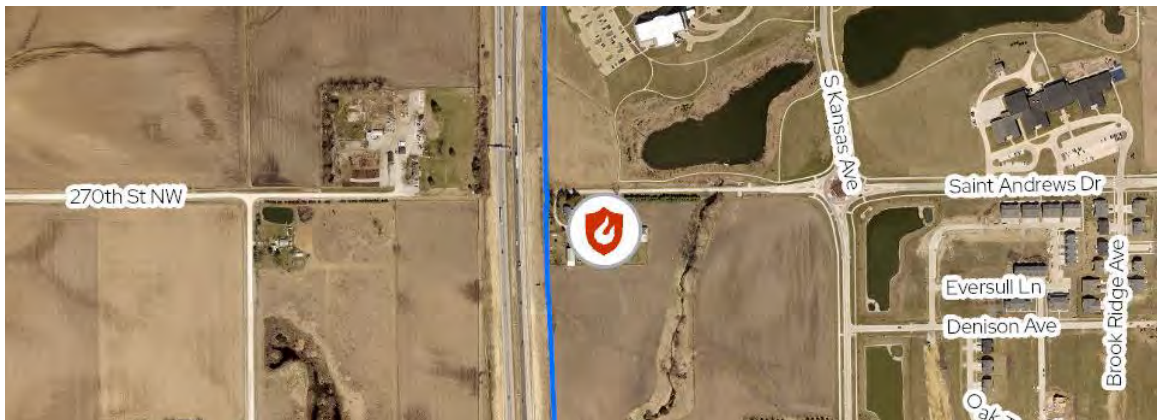
**Figure 7.** Ten Eick Site.



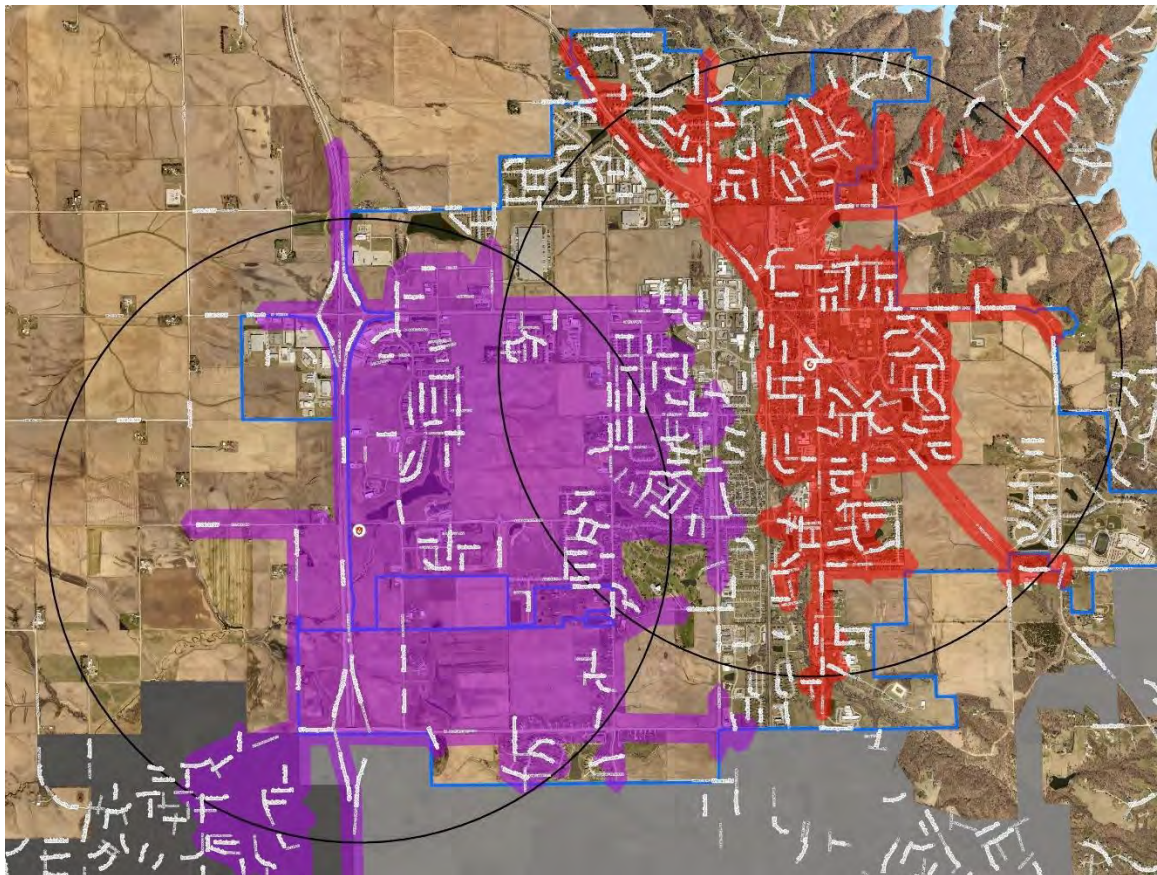
**Figure 8.** 1.5-mile coverage radius and 4-minute response time analysis from Fire Station No. 1 and Ten Eick Site.

### Smalley Site

The Smalley site began to demonstrate to City staff the impact of moving Fire Station No. 2 too far west. The forthcoming UIHC Hospital would be outside of the 1.5-mile coverage radius and there would be a gap along the west side of Ranshaw Way with respect to the 4-minute response time.



**Figure 9.** Smalley Site

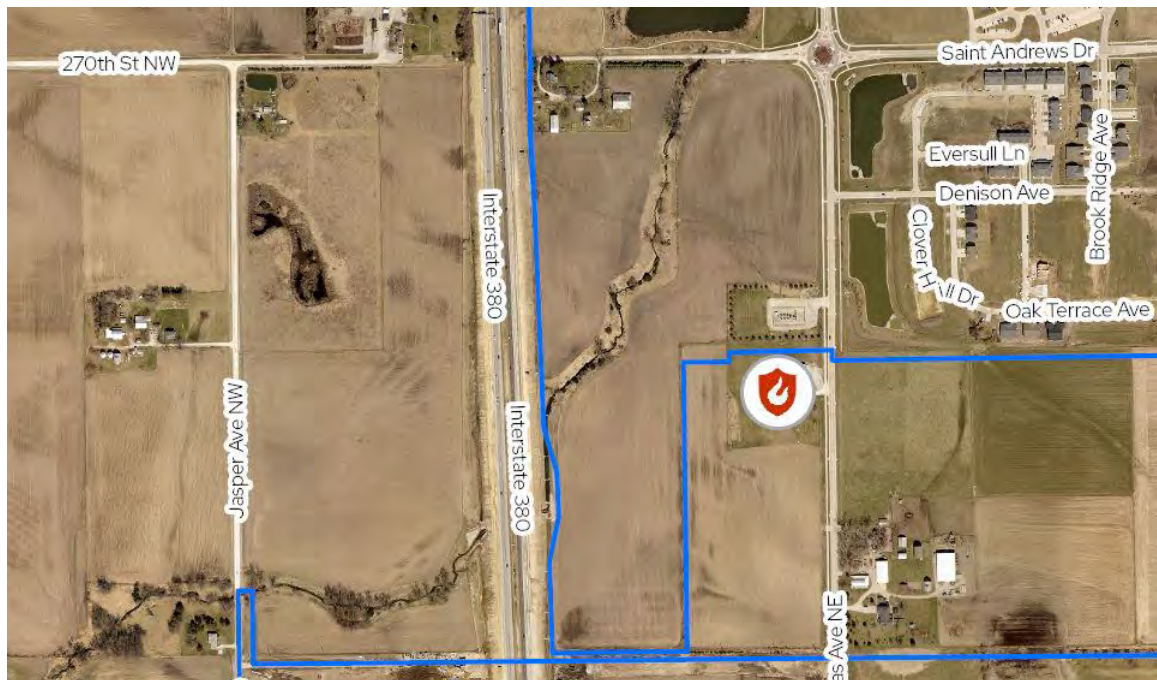


**Figure 10.** 1.5-mile coverage radius and 4-minute response time analysis from Fire Station No. 1 and Smalley Site.

Saint Andrews Drive west of South Kansas Avenue is not improved to City standards. Also, sanitary sewer would need to be extended approximately ½ mile from the south. The February 2021 cost estimate to improve Saint Andrews Drive and extend sanitary sewer site was \$1,611,000. Some of this cost would be recouped upon development of the Smalley property, but it would take years for the City to be reimbursed.

#### Deatsch Site

Similar to the Smalley site, the Deatsch site would be too far west. Also similar to the Smalley site, sanitary sewer would need to be extended to the property. Notably, this property was sold in 2021 for \$735,000 (\$161,538/acre).

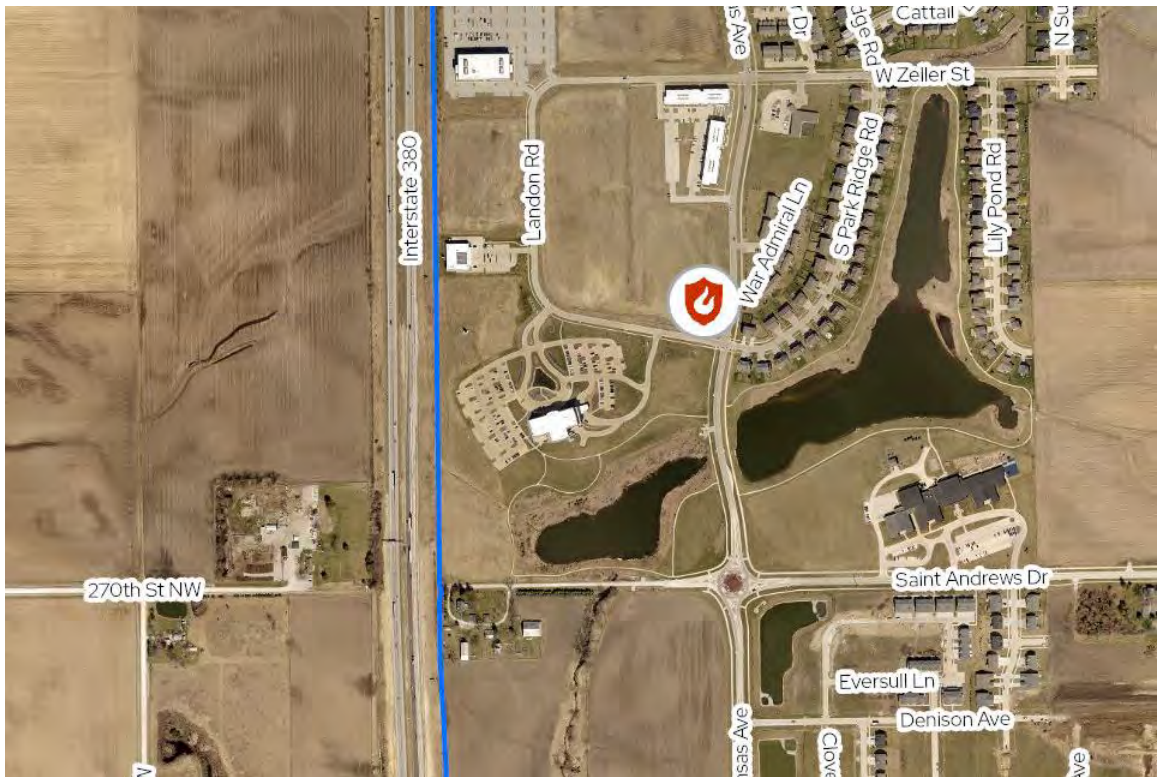


**Figure 11.** Deatsch Site.

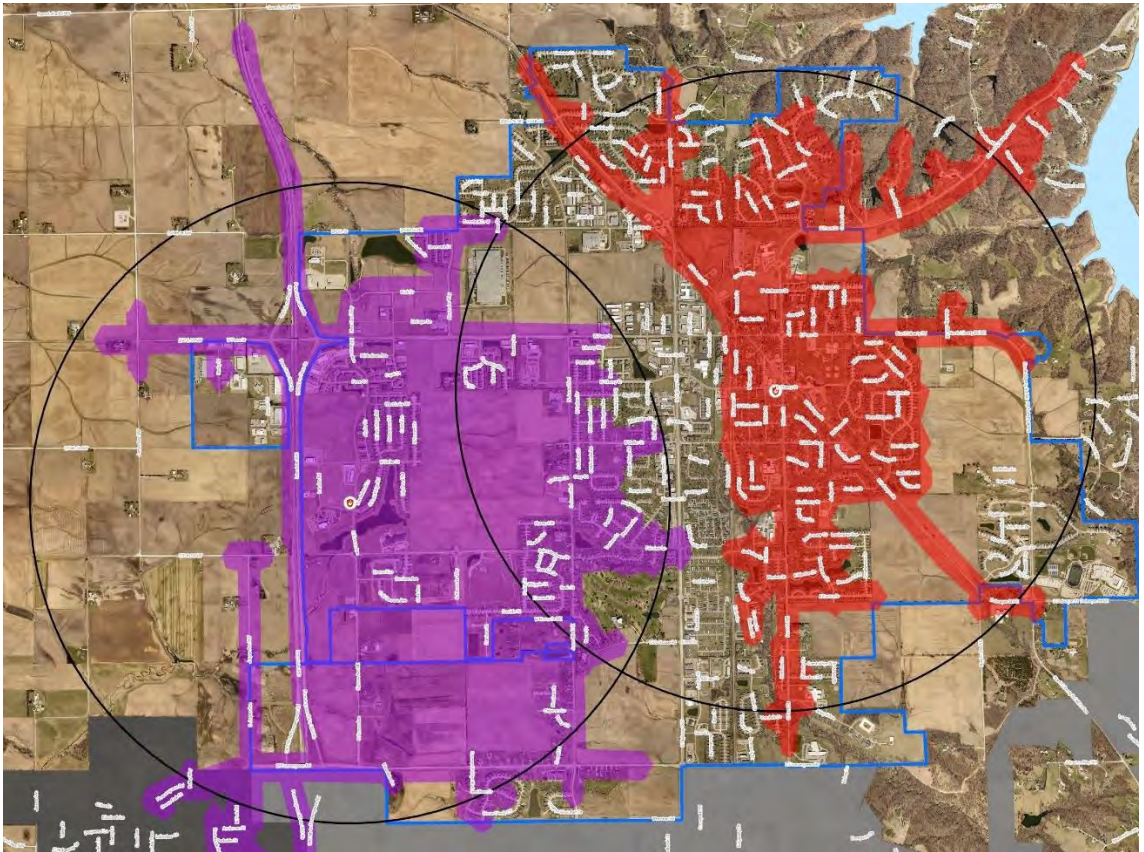


South Kanas Avenue/Landon Road Site

Similar to the Smalley and Deatsch sites, the South Kansas Avenue/Landon Road site would be too far west. Additionally, the property is currently listed for sale at \$901,605 for 5.24 acres (\$172,062/acre). Therefore, this property was never given serious consideration based on the land cost alone.



**Figure 12.** South Kanas Avenue/Landon Road Site.



**Figure 13.** 1.5-mile coverage radius and 4-minute response time analysis from Fire Station No. 1 and South Kanas Avenue/Landon Road Site.



# **Physician's Building Group Zoning Map Amendment**



To **City of North Liberty Planning Commission**  
 From **Ryan Rusnak, AICP**  
 Date **December 30, 2022**  
 Re **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.**

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

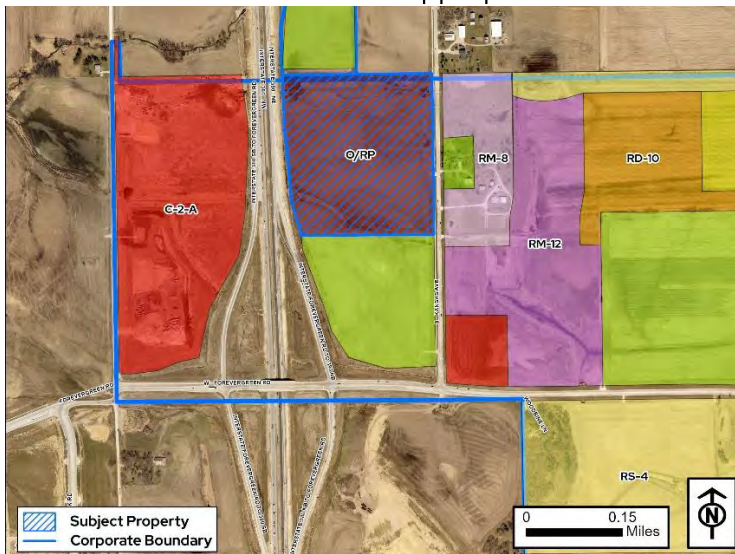
- Ryan Heiar, City Administrator
- Tracey Mulcahey, Assistant City Administrator
- Grant Lientz, City Attorney
- Tom Palmer, City Building Official
- Kevin Trom, City Engineer
- Ryan Rusnak, Planning Director

**1. Request Summary:**

Steindler Orthopedic Clinic still intends to construct its medical facility in this location. However, the C-3 District would allow for greater flexibility with respect to lot sizes and commercial 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 December 22, 2022. One person 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.

<b>Table 168.03 Dimensional Standards</b> SF = Square Foot, ' = Feet	
	<b>C-3</b>
<b>Bulk</b>	
Minimum Lot Area	20,000 SF
Minimum Frontage	35
Minimum Lot Width	35'
Maximum Building Height	75'
<b>Setbacks</b>	
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 approximately 33.48 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.



## Ryan Rusnak

---

**From:** BEV SEELMAN <bev-jim-mba@msn.com>  
**Sent:** Tuesday, January 03, 2023 1:37 PM  
**To:** Ryan Rusnak  
**Subject:** Re: [External] Re: Good Neighbor Meeting

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

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Ryan:

Sorry to have missed the Zoom meeting on this project. It was horrible timing right before Christmas and the weather.

I still have the same concerns as before, but now there will be increased noise from ambulances, almost 24/7 traffic to the medical center, lighting issues, barrier between us - a berm around the project with trees or something to filter light, sounds, etc. The list can go on and on. Where will the driveway be - would hope that the drive is not where car lights will shine into the house, etc. Many same questions as when the original first Zoom meeting took place. Not happy at all with more parcels instead of one parcel. There are many unknowns and we would like to be more involved in seeing before building what is going on to make comments and suggestions.

Regarding the Marks property South of us - we are amazed at the amount of dirt that has been built up around this property, more specifically, just South of us. How is the build up not going to cause water to back up onto us? They have raised the ground a minimum of 4' all along the "temporary" fire lane and everywhere else on this property. This cannot continue to happen the closer they get to our property as it will cause water to be backed up and flood our property. The infinitely small basin they built along the Colony property will no way handle all the water they propose to divert from our property. We need to be involved in what is happening closer to our property - we don't want to have to continually sue just to keep our property rights.

Hope you had a Merry Christmas and a Happy New Year!

Bev

---

**From:** Ryan Rusnak <rrusnak@northlibertyiowa.org>  
**Sent:** Monday, December 19, 2022 9:17 AM  
**To:** BEV SEELMAN <bev-jim-mba@msn.com>  
**Subject:** RE: [External] Re: Good Neighbor Meeting

The concept I have seen shows a private road down the middle. They want to have Steindler on one parcel and have two parcels on Kansas under separate ownership. Since the C-3 allows for smaller lot width, the road could be part of their lot and they could meet the frontage requirements.



**RYAN "RUS" RUSNAK**  
**PLANNING DIRECTOR**  
(319) 626-5747 office

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

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**From:** BEV SEELMAN <bev-jim-mba@msn.com>  
**Sent:** Friday, December 16, 2022 6:31 PM  
**To:** Ryan Rusnak <rrusnak@northlibertyiowa.org>  
**Subject:** [External] Re: Good Neighbor Meeting

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

Thanks for sending. I may join the meeting. I received our notice yesterday.

What changed that now C-3 is an option?

Bev

On Dec 16, 2022 1:53 PM, Ryan Rusnak <[rrusnak@northlibertyiowa.org](mailto:rrusnak@northlibertyiowa.org)> wrote:

I mailed a notice to you, but figure I would email as well to provide some additional background.

This is for the future Steindler Orthopedic. Nothing is really changing about the proposed development. They like the smaller lot size requirement in C-3, which will facilitate how lots are split out. C-3 was not an option when they first rezoned.

<https://northlibertyiowa.org/2022/12/14/good-neighbor-meeting-west-side-of-south-kansas-north-of-west-forevergreen-road/>

You are certainly welcome to join the online meeting, but I don't think there will be much new information to share.

Happy holidays.

**RYAN "RUS" RUSNAK**



**PLANNING DIRECTOR**

(319) 626-5747 office

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

**Ordinance No. 2023-01**

**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 33.48 acres, more or less, as C-3 Higher Intensity Commercial District for property particularly described as follows:

That portion of the northeast quarter of the northeast quarter of Section 22, Township 80 North, Range 7 West of the 5th P.M. lying north and east of the parcel conveyed for highway right of way by deed recorded in Book 339, Page 344, Deed Records of Johnson County, Iowa. The property is also known as Johnson County, Iowa Parcel Number: 0622101003. Said property contains 33.48 acres, more or less;

**SECTION 2. CONDITIONS IMPOSED.** At the January 3, 2023, 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 January 28, 2023.

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

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

**CITY OF NORTH LIBERTY:**

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CHRIS HOFFMAN, MAYOR

ATTEST:

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

---

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. 2023-01 in *The Gazette* on the \_\_\_\_ of \_\_\_\_\_, 2023.

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TRACEY MULCAHEY, CITY CLERK



# **Zoning Ordinance Amendment**



January 3, 2023

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 the City of North liberty, Iowa Code of Ordinances, by amending Chapter 165, Zoning Code – Administrative regarding extension of public utilities and moratorium, Chapter 173, Zoning Code – Sign Regulations regarding signs in residential zones and Chapter 180 – Subdivision Ordinance regarding subdivision plat preparation, review and submittal process requirements.

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its January 3, 2023 meeting. The Planning Commission took the following action:

**Finding:**

The proposed Ordinance would implement desired practices 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 6-0.

Josey Bathke, Chairperson  
City of North Liberty Planning Commission



To **City of North Liberty Planning Commission**  
From **Ryan Rusnak, AICP**  
Date **December 30, 2022**  
Re **Request of the City of North Liberty for an Ordinance amending the City of North Liberty, Iowa Code of Ordinances, by amending Chapter 165, Zoning Code – Administrative regarding extension of public utilities and moratorium, Chapter 173, Zoning Code – Sign Regulations regarding signs in residential zones and Chapter 180 - Subdivision Ordinance regarding subdivision plat preparation, review and submittal process requirements.**

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

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

**1. Request Summary:**

- Removes some procedural requirements articulated in the Subdivision Ordinance, which should be policy. Additionally, removes the phrase “performance bond” from the section of the Subdivision Ordinance pertaining to options for constructing improvements. The change would mean the City may allow for a performance bond, it just isn’t compelled to accept it as a financial instrument in lieu of constructing improvements.
- Clarifies that right-of-way may need to be dedicated during the site plan review process. Additionally, it changes that multi-family in areas designated Commercial on the North Liberty Comprehensive Plan 2014 Land Use Map are not subject to the moratorium for submitting preliminary site plans.
- Increases the amount of sign area from 25 to 50 square feet for freestanding monument signs.

**2. Public Input:**

No public input has been received.

**3. Staff Recommendation:**

**Finding:**

1. The proposed Ordinance would implement desired practices 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.

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

**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**

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

**SECTION 1. AMENDMENT OF SUBDIVISION ORDINANCE.** That Paragraph 5 of Section 180.11 of the North Liberty Code of Ordinances, entitled Subdivision Plat Preparation, Review and Submittal Process Requirements, is amended to read as follows:

5. Review and Approval Procedure. The City process for preliminary plat review and approval is generally as follows:
  - A. Submittal of a proposed preliminary plat is made to the City Clerk ~~by noon of the first working day of the month~~, and copies are distributed to the staff review team.
  - B. ~~Near the middle of the month, t~~he staff review team meets to ~~discuss cases, and review preliminary plat submissions and sends~~ a preliminary memorandum ~~is prepared and forwarded~~ to the contact person applicant. The preliminary memorandum outlines deficiencies in the plat, recommendations for improving the plat, and a due date for resubmission of the corrected or modified plat, if necessary. The review memorandum may also identify the need for additional studies to be completed by the applicant, including but not limited to traffic impact studies and utility investigations.
  - C. ~~Near the end of the month, t~~he plat is resubmitted with corrections and changes, and the process outlined in paragraph B is repeated as necessary. If Once ordinance and regulatory provisions are met, the plat is placed on the next Planning Commission agenda, subject to statutory requirements for publication of notice.
  - D. The Planning Commission receives the plat, along with a final staff report containing any recommendations, and makes a formal recommendation to City Council for approval, approval with conditions, or denial. The Planning Commission may also table action on a preliminary plat if the Commission feels additional information is needed to make a recommendation.

|

- E. City Council receives the plat, along with the final staff report and recommendation from the Planning Commission, and formally acts by resolution on the plat to approve, approve with conditions, or deny. The City Council may also table action on a preliminary plat if the Council feels additional information is needed to reach a decision. If a Preliminary Plat Agreement has been prepared, the City Council also acts to approve the agreement.

**SECTION 2. AMENDMENT OF SUBDIVISION ORDINANCE.** That Paragraph 8(A) of Section 180.11 of the North Liberty Code of Ordinances, entitled Subdivision Plat Preparation, Review and Submittal Process Requirements, is amended to read as follows:

- A. Options for Improvements. Installation or provisions for the installation of public infrastructure such as streets, street lights, and sanitary sewer and water mains are to be completed prior to acceptance of any final plat. Improvements may be provided for in one of the following two means by an owner:
  - (1) Construction of all improvements and installations in the subdivision as approved by the City Engineer, or construction of all improvements and installations in the subdivision as approved by the City Engineer with the exception of sidewalks. In the latter case, the owner shall execute an agreement as a covenant running with the land providing that the sidewalks shall be installed in accordance with the developer's agreement, and in the event that installation has not been made, that the owner waives all statutory requirements of notice of time and place and hearing, waives statutory protections and limitations as to cost and assessment, and agrees that the City may install the sidewalks and assess the costs thereof against the real estate; or
  - (2) A letter of credit, escrow, ~~performance bond~~, or other financial instrument in a form approved by the City, filed with the City Clerk that guarantees to the City that the improvements, as approved by the City Engineer, will be completed by the subdivider or property owner within two years after official acceptance of the final plat. The form and type of instrument shall be approved by the City Attorney and City Council, and shall be equal to 110% of the amount of the estimated costs. If the improvements are not complete within the specified time, the City may use the instrument or any necessary portion thereof to complete the improvements.

**SECTION 3. AMENDMENT OF ZONING ORDINANCE.** That Paragraph 3(D) of Section 165.05 of the North Liberty Code of Ordinances, entitled Extension of Public Utilities, is amended to read as follows:

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

**SECTION 4. AMENDMENT OF ZONING ORDINANCE.** That Paragraph 1 of Section 165.10 of the North Liberty Code of Ordinances, entitled Moratorium, is amended to read as follows:

- 1. The Code Official shall utilize the following for determination of current zoning designation conformity.
  - A. North Liberty Comprehensive Plan 2014 Land Use Map.

Land Use	Zoning District
Residential	ID, RS-3, RS-4, RS-6, RS-7, RS-8, RS-9, RD-8, RD-10, RM-8, RM-12, RM-21, R-MH
Commercial	<u>RM-8, RM-12, RM-21</u> , C-1-A, C-1-B, C-2-A, C-2-B, C-3, O-RP
Commercial with Residential	RM-8, RM-12, RM-21, C-1-A, C-1-B, C-2-A, C-2-B, C-3, O-RP
Industrial	I-1, I-2, I-P
Public	P
Parks and Recreation	P

B. Proposed Future Land Use Map

Land Use	Zoning District
Urban Low Intensity	RS-3, RS-4, RS-6
Urban Medium Intensity	RS-6, RS-7, RS-8, RS-9, RD-8, RD-10, RM-8, RM-12, RM-21, R-MH, C-1-A
Urban High Intensity	RD-10, RM-12, RM-21, C-1-B, C-2-A, C-2-B, C-3, O-RP
Commercial/Industrial/Flex	I-1
Public and Semi-Public	P
Parks and Open Space	P

**SECTION 5. AMENDMENT OF ZONING ORDINANCE.** That Section 173.06 of the North Liberty Code of Ordinances, entitled Signs in Residential Zones, is amended to read as follows:

1. Neighborhood or Development Signs. Residential developments or neighborhoods of four or more dwelling units shall be permitted one freestanding monument sign for each public street frontage or each entrance. Such signs may be placed in any location on private property provided the sign complies with the same height limitations specified for fences. Maximum sign area for each sign shall be two square feet, plus one square foot for each dwelling unit or lot, but shall not exceed 2550 square feet in area per sign face.
2. Non-residential Uses. Each non-residential principal use shall be permitted wall signs and one freestanding monument sign per public street frontage, subject to the following size requirements.
  - A. Maximum Wall Sign Area. The total area of wall signage shall not exceed one square foot for each lineal foot of building wall when viewed in elevation, not to exceed 4050 square feet.
  - B. Maximum Freestanding Sign Area. One sign is permitted per public street access. The surface area for each sign shall not exceed 2550 square feet and the height shall not exceed 5 feet.

**SECTION 6. REPEALER.** All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**SECTION 7. 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 8. 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 9. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on \_\_\_\_\_, 2023.

Second reading on \_\_\_\_\_, 2023.

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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
TRACEY MULCAHEY, CITY CLERK

**ORDINANCE NO. 2023-02**

**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**

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  - (2) A letter of credit, escrow, or other financial instrument in a form approved by the City, filed with the City Clerk that guarantees to the City that the improvements, as approved by the City Engineer, will be completed by the subdivider or property owner within two years after official acceptance of the final plat. The form and type of instrument shall be approved by the City Attorney and City Council, and shall be equal to 110% of the amount of the estimated costs. If the improvements are not complete within the specified time, the City may use the instrument or any necessary portion thereof to complete the improvements.

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Industrial	I-1, I-2, I-P
Public	P
Parks and Recreation	P

B. Proposed Future Land Use Map

Land Use	Zoning District
Urban Low Intensity	RS-3, RS-4, RS-6
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**SECTION 9. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on January 28, 2023.

Second reading on \_\_\_\_\_, 2023.

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. 2023-02 in the Cedar Rapids *Gazette* on the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
TRACEY MULCAHEY, CITY CLERK



# **Additional Information**



To **Mayor and City Council**  
CC **City Administrator**  
From **Tom Palmer, Building Official**  
Date **2/8/2023**  
Re **Monthly Report**

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**January Permits:**

48 permits were issued in January with estimated construction value of 2.7 million dollars. One new housing permit was issued with construction value of \$350,000.00. Staff completed 183 inspections during the month of January.

**Rental/Code Compliance Cases:**

Nine new rental permit applications received in January. A total of nine compliance cases were processed in January.

**Solomon's Landing Part One:**

Silverthorne Homes obtained the first permit for single family home located in the new subdivision Solomon's Landing. This home will be their model home. Silverthorne Homes is a home builder in Iowa and Illinois and offers 38 different home plans.



# January Permit Tally Report

Permit Type	Construction Value	Total Fees
<b>Group: Commercial Addition</b>		
	\$15,000.00	\$251.25
		Group Total: 1
<b>Group: Commercial Alteration</b>		
	\$1,519,993.56	\$4,473.06
		Group Total: 3
<b>Group: Demolition</b>		
	\$0.00	\$25.00
		Group Total: 1
<b>Group: Display of Fireworks</b>		
	\$0.00	\$0.00
		Group Total: 1
<b>Group: Fence</b>		
	\$5,700.00	\$50.00
		Group Total: 2
<b>Group: Fire Alarm &amp; Detection Equipment</b>		
	\$7,191.60	\$0.00
		Group Total: 1
<b>Group: Industrial Addition</b>		
	\$250,000.00	\$1,834.00
		Group Total: 1
<b>Group: Manufactured Home</b>		
	\$0.00	\$1,164.00
		Group Total: 3
<b>Group: Mechanical Electrical Plumbing (MEP)</b>		
	\$67,811.00	\$586.68
		Group Total: 9
<b>Group: Mobile Food Unit</b>		
	\$0.00	\$50.00
		Group Total: 1
<b>Group: New Single Family Dwelling</b>		
	\$350,000.00	\$3,331.75
		Group Total: 1
<b>Group: Open Burning- Bonfire</b>		
	\$0.00	\$0.00
		Group Total: 1

Group: Open Burning- Open Flame before an Audience

	\$0.00	\$0.00
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Group Total: 1

Group: Rental

	\$185,000.00	\$900.00
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Group Total: 9

Group: Residential Alteration

	\$84,107.00	\$1,304.55
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Group Total: 5

Group: Stormwater Quality Grant

	\$1,456.63	\$0.00
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Group Total: 1

Group: Subdivision

	\$0.00	\$0.00
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Group Total: 1

Group: Swimming pools, spas and hot tubs

	\$200,000.00	\$1,987.50
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Group Total: 2

Group: Temporary Membrane Structures/Tents

	\$0.00	\$0.00
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Group Total: 1

Group: Urban Chickens

	\$6.00	\$20.00
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Group Total: 1

Group: Utility Service

	\$40,000.00	\$9.00
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Group Total: 1

	\$2,730,765.79	\$14,143.79
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Total Records: 48





## Certificate of Occupancy January Report

Applicant	Parcel Address	Project Description	Date C.O. Issued
Paul Scallon	1230 Ogden Ln	Build a SFD	1/25/2023

Total Records: 1



# Code Compliance Report

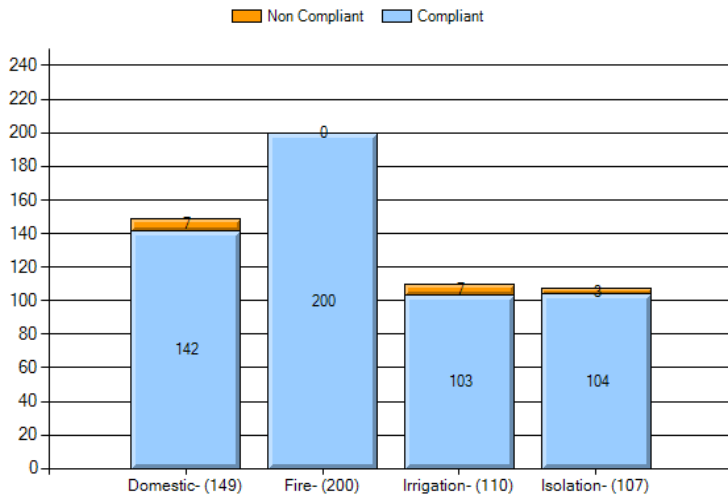
01/01/2023 - 01/31/2023

Case Date	Case #	Complaint
1/3/2023	20230001	Damage to City's sanitary system.
1/12/2023	20230002	Trailer(s) parked on street
1/24/2023	20230003	past due annual backflow preventer test report
1/24/2023	20230004	past due annual backflow preventer test report
1/24/2023	20230005	past due annual backflow preventer test report
1/24/2023	20230006	past due annual backflow preventer test report
1/24/2023	20230007	past due annual backflow preventer test report
1/24/2023	20230008	Vehicle blocking public sidewalk
1/24/2023	20230009	Vehicle blocking public sidewalk

< Back

Utility Water System

Show All



**Categories**

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

<b>Compliance</b>	<b>%</b>	<b>Compliant</b>	<b>Category Total</b>
Domestic	95%	142	149
Fire	100%	200	200
Irrigation	94%	103	110
Isolation	97%	104	107
<b>Totals</b>	<b>97%</b>	<b>549</b>	<b>566</b>

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

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

Print Chart

View All Compliant

View All Non Compliant

View All



To **Mayor, City Council, Communications Advisory Commission**  
CC **City Administrator Ryan Heiar**  
From **Communications Director Nick Bergus**  
Date **Feb. 3, 2023**  
Re **Communications Staff Report**

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### City Slate

January brought the second year of the City Slate, which kicked off with a cold Beat the Bitter Fire & Ice on Jan. 29. We spent time preparing for February events Youth Skate Night (Feb. 3), Ice Fishing with TAKO (Feb. 4), Ride Around the Lights (Feb. 18) and Sip & Stroll (Feb. 23), as well as looking ahead to Remarkable Rigs in May, Ranshaw House Concert Series in June and other late winter/early spring events. Details for events will be available at [northlibertyiowa.org/cityslate](http://northlibertyiowa.org/cityslate).

### Beat the Bitter

Planning and execution for Beat the Bitter lasted all month with Fire & Ice presented by GreenState Credit Union and North Liberty Lights and 5K-ish Glow Run presented by Tryon Investments and the Scheels Ice Rink starting in January and the Snuggie Crawl presented by McGrath Toyota of Iowa City and some North Liberty Lights related events in February. A schedule of events is available at [beatthebitter.com](http://beatthebitter.com).

### Youth Council

In January, the next phase of the Youth Council began, with their elected officers leading the meeting with staff more to support and occasionally facilitating. The group identified some projects they wanted to take on and some possible future ideas. They're impatient to "do something" and need to be reminded that building a strong foundation for themselves and others was a lot of work.

### Staffing

Micha returned from leave in the last week of the month, and we're excited to have her back. She immediately jumped into where she left off: language access, youth council development, some City Slate programming and more. Tim McCabe started as our Communications Assistant and spent the month learning how to produce live meetings and helping set up North Liberty Lights.

### Connected to Tomorrow Comprehensive Plan

After a year of public engagement around the rewrite, we spent January reviewing a draft of the comprehensive plan with Planning and RDG staff to prepare it for its public

release and consideration for adoption. The plan is exciting and includes some recommendations that we're working with Planning to prepare for implementation of. The plan will be considered for adoption in February.

## Lifeguard Recruitment

Working with Aquatics leadership, we conceived of a recruiting plan that leveraged our current lifeguards to help recruit more for the summer. Instead of staff producing videos, we are encouraging current staff to produce their own social media videos showing off the work in a way that speaks to them. We're also producing some more traditional pieces that we expect to appeal more to caregivers of teenagers, who might encourage these teens to apply.

## Ranshaw House

Blinds have been fully installed at the Ranshaw House and the first phase of furniture, primarily tables and chairs, has been ordered. We worked with United Action for Youth to select finishes for the downstairs couch and chairs. We'll assess additional furnishings (carpet, technology, etc.) in the coming weeks with the remaining budget.

## Other Items

Staff represented the city with the United Way's Community Impact Council and in other local initiatives and non-profits.

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.

We posted news releases about events, scam warnings, ice safety, our strong fiscal foundation and more.

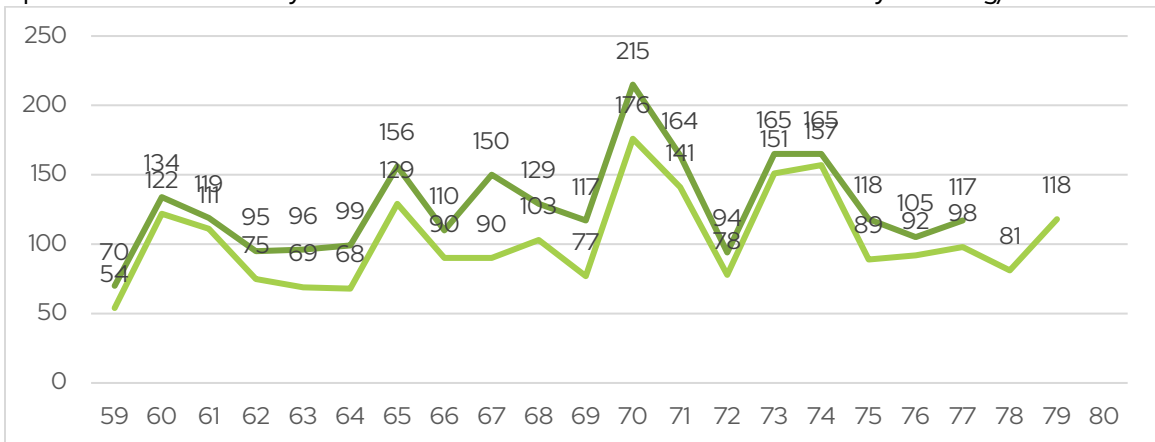
Staff engaged Z102.9 and KWWL about Beat the Bitter, Corridor Business Journal about an economic development, the Gazette about the comprehensive plan, the Press-Citizen about diversity and business growth.

## Completed Videos

Title	Requested By	Completed	Duration
<b>Planning &amp; Zoning</b>	Administration	Jan. 3	0:13
<b>Parks &amp; Recreation</b>	Administration	Jan. 5	0:25
<b>Joint Entities</b>	Administration	Jan. 9	1:15
<b>City Council</b>	Administration	Jan. 10	0:19
<b>City Council</b>	Administration	Jan. 17	1:45
<b>Library Board of Trustees</b>	Administration	Jan. 23	0:18
<b>City Council</b>	Administration	Jan. 24	1:40
<b>Eye on: Lifeguards</b>	Communications	Jan. 26	0:02
<b>Total completed productions: 8</b>	<b>Duration of new video: 5.95 hours</b>		

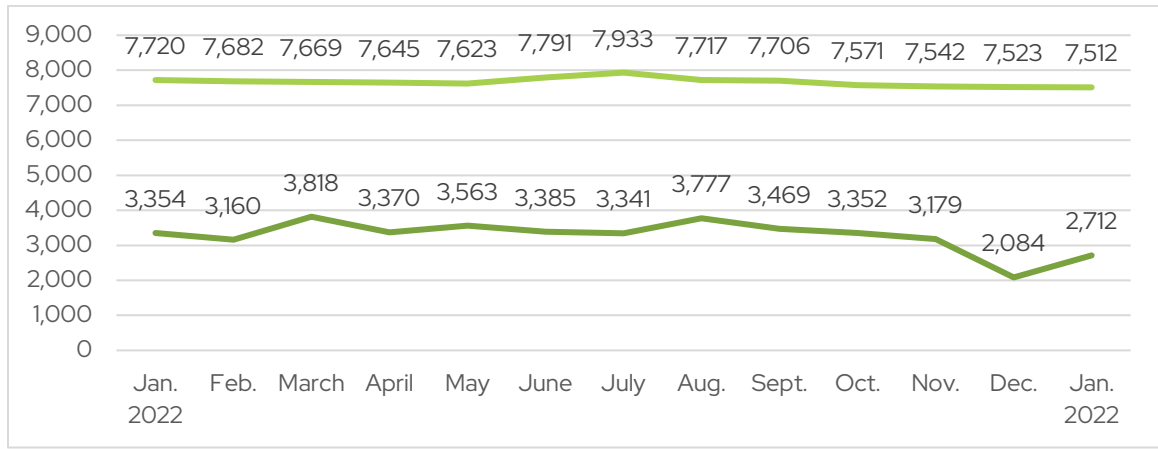
## 52317 Podcast

Episodes release every three weeks and can be found at [northlibertyiowa.org/52317](http://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; 21: Heyn's; 65: LaLa Boutique; 64: Kirkwood Workplace Learning Connection; 63: Leash on Life; 62: Chomp Delivery; 61: Speedy Mike's Carwash; 60: Flip Salon & Spa; 59: Rock Valley Physical Therapy; 58: NASA

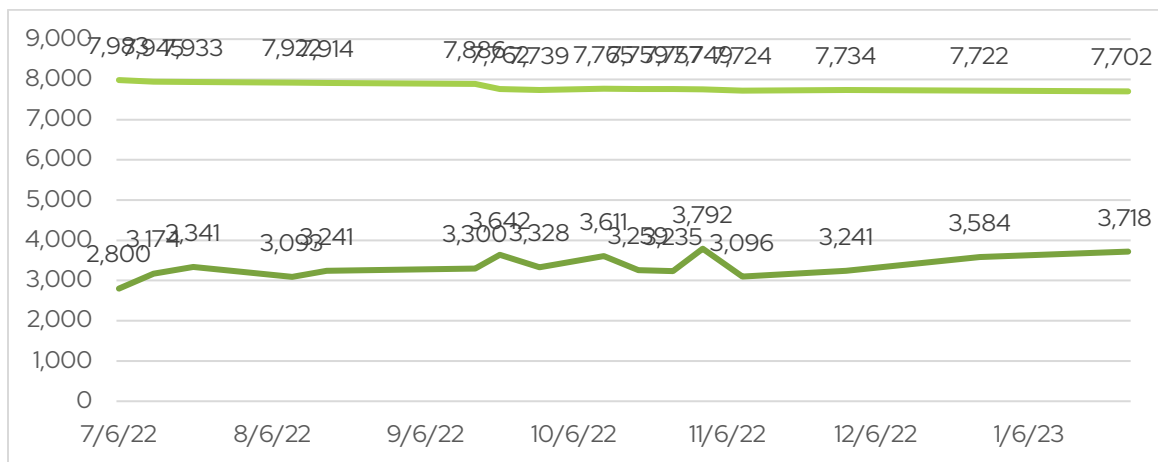
## North Liberty Bulletin Email Newsletters



**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** Jan: Post cookie plate tune up; 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.



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## Website Statistics

Month	Sessions	Users	Pageviews
Jan 2023	31,768	24,915	57,610
Dec 2022	23,328	18,270	45,983
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

**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
Jan 2023	59	46,763	-1	15,600	2,919	5,890
Dec	54	25,825	3	14,300	2,890	5,847
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

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



TO: Ryan Heiar, City Administrator and City Council  
FROM: Jennie Garner, Library Director  
DATE: Feb 9, 2023  
SUBJECT: Monthly Library Report

### **Library News**

The library staff is very pleased to be working with two social work student interns from the University of Iowa through a project called Social Workers in Eastern Iowa Libraries. The interns will be focusing on how the library might help address food insecurity in our community and on helping us create a good tracking system for our work aiding patrons with navigating social services and community resources.

In continued efforts to reach our underserved and marginalized populations, our IDEA (inclusion, diversity, equity, and access) Committee, which includes several library staff and Micah Ariel James, NL Outreach and Equity Coordinator, has formed a subcommittee with the charge of gathering additional data and information about programming and services to a specific groups in North Liberty – youth and older adults (55+) as well as a third group that will focus on underserved populations. The sub-committee also includes two recreation staff members. This spring, we will be hosting focus groups with the assistance of local executive coach Laura Gray, Restorative Community Partners, as the next step in this process.

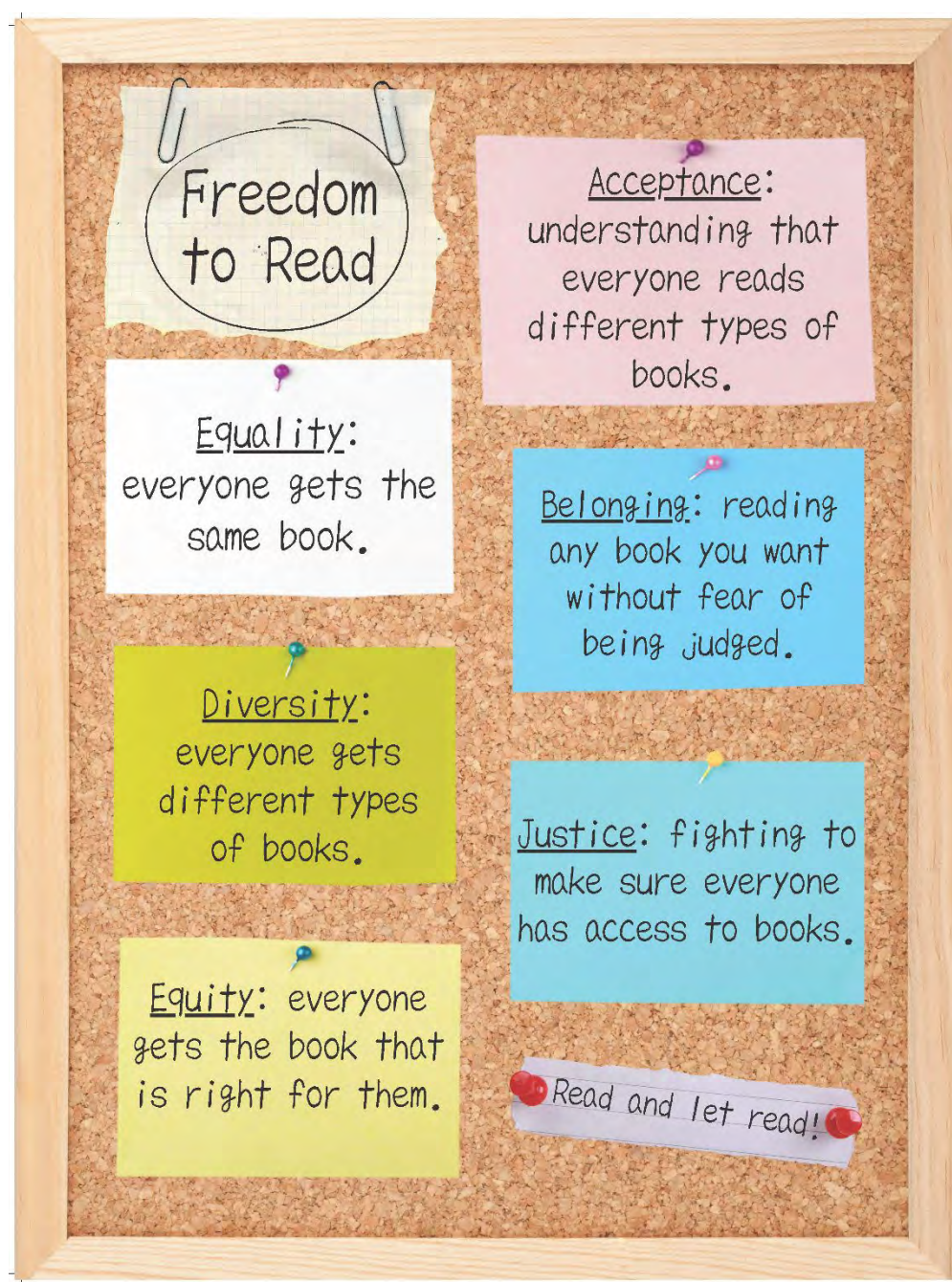
The North Liberty Library has a full-time position open, the first in four years. Amy Golly, our very talented adult services librarian, has accepted a position in another library. We are, of course, sad to see her go but celebrate her new career path. If you have worked with Amy, you know of her talent, passion, and compassion, which serve her and those around her very well.

February promises so many fantastic programs at the library. If you don't follow us on social media, I hope you will so you can see all the happenings, @NLibertyLibrary. Our [website](#) and calendar are another way to find out about services and programs. Speaking of job seekers, we are happy to once again offer our head shot program for business professionals and job seekers. Folks are invited to stop by the library for FREE head shots with Portraits by Jeanna on Thursday, February 9 from 4:30 PM to 7 PM in the library. We so appreciate Jeanna's partnership!

We are also offering a Mental Health Matters event for tweens and teens this month in partnership with the [I'm Glad You Stayed Project](#). Teens will be invited to learn more about the project and how to get involved. The project helps provide real-time suicide prevention resources to educate the public, especially teenagers, on helping those with mental health issues and suicidal ideation.

Our winter reading program ran from Dec 21 to Jan 31 and was a huge success. We had 114 participants with 59 completing the full program. This is the highest number of participants and completions that we've had in the five years we've offered a winter reading program!

As I've mentioned in past reports, librarians in Iowa and across the US have faced unprecedented challenges to intellectual freedom and our overarching goal to provide access to information and literacy tools for lifelong learning for all people. To that end, the library staff worked with our marketing team to create a poster to help people understand the freedom to read at our library. It's included below. I would also point to research by EveryLibrary Institute, [Voter Perceptions of Books Bans and Censorship in the United States](#). It illuminates that the majority in our country are opposed to book banning.





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

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

Date **February 1, 2023**

Re **Monthly Report**

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We performed various building maintenance tasks as needed this month. We adjusted a few door closures for proper shutting alignment. Cold weather can influence proper operations. We installed a new facet at the Ranshaw house. We repaired ceiling drywall at the Parks shop where we had a roof leak last fall as well as resurfacing the office and breakroom floors.

We continue to make improvements at the Babe Ruth baseball field press box/restrooms facility. We framed over two upstairs windows that have been eliminated. Minor electrical and plumbing rough in items have been completed. We are currently awaiting the arrival of the interior wallboard.

We maintained equipment as needed this month. We performed preventative maintenance and repaired winter equipment as time permitted. We continue to prepare for the upcoming 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.

We cleared snow & ice from parking lots, sidewalks & trails as well as additional areas in preparation of Beat the Bitter.

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

Parks staff assisted the Communications Department with "Beat the Bitter" held over the January 28<sup>th</sup> - 29<sup>th</sup> weekend. We spent the week prior preparing for the event.

Assistant Parks Director Tim Hamer and I attended an Iowa Work Force development seminar on January 27<sup>th</sup>. Topics of discussion were aimed at the practice of hiring employees/seasonal employees, lack of good candidates and how to adapt to the changing times.

I meet with City Administration to discuss the FY2324 Parks operating budget and the 5-year capital improvements plan in preparation of the next fiscal year. We meet with City Council to answer any questions regarding the operating budget and 5-year capital improvements plan.

We continue to work with the Kirkwood Parks and Natural Resource/Horticulture program. Our goal; seek potential employees and internships with students for the upcoming season within the North Liberty Parks Department. We also submitted our Seasonal Parks Worker job opportunity with Iowa, UNI, Iowa State, Coe, Mt. Mercy, and Cornell College.



Staff installing new banners at Liberty Centre.



Staff removing snow from the Ice Rink.



Staff resurfacing the Ice Rink.



Ice skating under the lights during BTB event.



Parks staff assisting with the BTB campfire.



Fireworks at the conclusion of BTB.



Resurfacing of floors at the Parks facility.



Drywall repair at the Parks facility.



Facuet replacement at the Ranshaw House.



Door closures adjustments at various locations.



# North Liberty Police Monthly Report January 2023

## Training:

- Members attended monthly Canine, Bomb Squad, & Tactical Team, (56 hours)
- Two members attended quarterly honor guard training (16 hours)
- Three members attended a free 2 hour online training for Animal Crime Investigations, 4<sup>th</sup> Amendment and Iowa's Cruelty Code for law enforcement officers hosted by the Cedar Rapids Animal Care and Control unit (6 hours)
- All officers attended the two-day Multi-Agency Training Seminars (MATS) in Johnson County. Topics included legal update, officer wellness, De-Escalation, Implicit Bias, Search and Rescue, Drone Operations, cybercrimes unit, CPR, Dementia Training and Guidelink Referrals. This handles some of our mandatory training. The remainder of the mandatory training will be conducted online (168 hours)
- 2 Supervisors attended UCR and NIBRS reporting training and got their certification. (24 hours)
- One Supervisor attended Police Pursuits and Legal Liabilities from Dolan Consulting Group. (2 hours)
- A Lieutenant attended a webinar on absenteeism and tracking through VanMeter and Associates. (3 hours)
- Command Staff and ALICE instructors attended a free 4-hour online class through the US Secret Service on Mass Attacks in Public Spaces 2016-2020 (12 hours)
- Chief attended a 5-hour online class for Sup-HER-visor leadership principles for females in law enforcement from Target Solutions (5 hours).

Traffic Contacts	292
Parking Contacts	36
Vehicle Inspections	17
Vehicle Unlocks	25
Crash Investigations	23
Public Assists	524
Assist other Agency	127
Crimes Against Persons Report	13
Crimes Against Property Report	13
Other Reports	25
Arrests	24
Warrants	3
Alcohol/Narcotics Charges	11
Crimes Against Persons Charges	7
Crimes Against Property Charges	2
Other Charges	9
Animal Calls	22
Total Calls for Service	1852
*Total Calls for Service for the year	1852

## Public Relations:

- Officer Davis attended the Fire and Ice/ Beat the Bitter celebration at the park. He handed out several ice skates and was our representative during the night.
- We continue to work several sporting events at the request of the schools and CVPD for the event center. The hours worked are billed to the requester and reimbursed back to the city.
- The Chief attended the opening night of the Citizen Police academy and welcomed the 16 participants to the program. The academy runs for 10 weeks, and Lt Rueben Ross has been representing NLPD at each session.
- Bryan Davis attended a meeting for Safety Village and what they will look like for 2023. Sounds like the group is planning for a complete overhaul.
- Bryan Davis also represented NLPD at the Juvenile Justice Coordinating Committee. We are looking at what a diversion program would look like for all simple misdemeanor charges and not just disorderly conduct for persons under the age of 18. This group is coordinating an MOU with Juvenile Court services, all local law enforcement agencies, and the county attorney's office.

### **Equipment:**

- We continue to have breakers trip for our HVAC until. Lt Landsgard and Johnson Controls continue to try to figure out why the system stops working at certain times. We are noticing it is usually on the days that are the coldest.
- The patrol commander reviewed the 2022 fuel consumption for the patrol cars. We made an conscious efforts to reduce the cost because of the high fuel cost and efficiency to include, additional use of the bike patrol, two officer cars when shifts were at full strength, foot patrols, and reduced the idle alert times on the vehicles. We used 922.2 less gallons in 2022 than 2021.

### **Enforcement/Crime:**

- We received reports of some teens and young adults falling for an online scam, thinking they were talking to an interested person. The “person” would flirt with the victims then ask for nude pictures of the individual. If the individual complied, the requester would demand payment of \$1500 or \$2000 or they would send to all their family and friends. Two individuals paid money to prevent the disclosure.
- To review any criminal complaints for the month [List of Criminal Complaints | Johnson County Iowa](#) or see North Liberty Calls for service go to [Joint Emergency Communications Center \(jecc-ema.org\)](#)

### **Department Admin:**

- We are continuing the hiring process for police officers by having them take the written test and the MMPI test. We had a Coralville Officer back out of an accepted conditional job offer. Fortunately, a certified officer with 3 years’ experience from the Clarke County Sheriff’s Office contacted us saying that he was interested in our department. He came in for an interview and was given a conditional offer. He accepted the offer and is scheduled to begin next month. Several interested applicants also have been invited to ride along with officers. After this hire from Clarke County, we have one backfill position available from the January promotional process to bring our total sworn officer count to 25.
- Sergeant Wood and Lieutenant Ross, along with their families, attended the promotional and badge pinning ceremony. This was the first time the department celebrated promotions with department members and family.



- A senior high school student, interested in law enforcement, completed a voluntary internship.
- 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. Met with the new Johnson County Attorney one on one to for future planning and expectations. Met with newly elected Iowa Attorney General Bird for her needs, expectations, and services we can provided to victims throughout the state.
- Several Supervisors completed staff evaluations for their employees for 2022.
- Our Mental health Liaison continues to work and gather clients and resources to share. She has been provided a dispatch radio and can be dispatched to a scene at the officers’ requests. She assisted us on several cases this month in North Liberty.





To **Park & Recreation Commission Board Members**  
CC **Mayor, City Council, City Administrator**  
From **Shelly Simpson**  
Date **January 31, 2023**  
Re **Monthly Report – January 2023**

January brings in those looking to start New Year's resolutions and our Youth Supreme Basketball league starts play, using all local gymnasiums on Saturdays. We were unsuccessful in filling our custodian position so we re-posted the position and are accepting applications through Feb 1<sup>st</sup>. We continue to search for more class instructors, and plan around city holidays, time off requests, and weather- related closings.

**Recdesk Database:**

Reviewing our Recdesk database; we have 12,242 residents (62%) and 7,484 non-residents (38%) totaling 19,726 individuals. Increase of 326 from last month.

**Aqua Programs:**

Aqua classes continue to have great participation. This session had approximately 84 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 \$2,801. Rec Swim Team has 12 participants.

**Swim Lessons:**

Swim lessons restarted this month, serving approximately 290 participants. Swim lesson revenues totaled \$3,708.

**Leagues/Sports:**

Adult leagues and Competitive Leagues started this month.  
Youth Indoor Soccer has 52 participants.  
Pee Wee Basketball has 48 participants.  
Rookie Basketball has 72 participants.  
Supreme Basketball for Grades 1-6 has 474 participants.  
Youth Competitive Basketball – grade 5 has 8 teams.  
Adult Co-ed Volleyball has 9 teams and Men's Basketball has 8 teams.  
Leagues revenues totaled \$400.

**Recsters BASP Program:**

BASP (Jan) numbers are AM – 20 participants, PM – 45 participants.  
All Days: Jan 3-6 averaged 20 participants per day; Jan 23 had 19 participants.  
Before & After School revenues this month totaled \$16,120.

**Classes/Programs:**

We had approximately 21 registered participants in various rec classes, plus daily drop-ins. We continue to search for new aerobic instructors.  
Tippi Toes Dance classes began with 71 participants.

Senior Connections Lunches continued serving 75 meals.  
Classes/Programs revenue totaled \$8,655.

**Pools:** Indoor pool continues to be busy with lap swimmers, exercise class participants and open swim. This month, Season Pool Pass revenues totaled \$6,185; Daily Pool Fees totaled \$2,091; Pool Rentals totaled \$1,239 and Concessions revenues totaled \$0.

**Weight & Exercise Area / Track:**

Weight fee revenues totaled \$22,190; Split membership revenues totaled \$6,855.

We had 3,196 active memberships for the month.

We had 1,808 point of sale transactions for the month.

**Gymnasiums:**

Gymnasium Rental revenues totaled \$340.

**Rentals:**

Community Center Rental revenues totaled \$3,132; Shelter rental revenues totaled \$0;

Field Rental revenues totaled \$0.

**Revenues:**

Revenues for this month totaled \$74,386.16

**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 **February 1, 2023**  
Re **Street Department Staff Monthly Report for January**

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

- Locating of All City Utilities (110 job tickets) ongoing
  - a. This is an increase of 38% from January 2022
- Continued animal control services (6 responses to animal issues)
- Cemetery plot locates (1 in total)
- Projects/Meetings
  - a. Storm Water GPS Data gathering
    - i. Contractor working on getting data on GPS web platform
    - ii. Final data collection work expected to resume in March or April
- Construction Plan Review group met to discuss recent submittals
- Training
  - a. Staff completed Fire Extinguisher training by Target Solutions
- Street sign repairs and replacement on Jefferson St, Community Dr, Liberty Way, Penn St median, Scales Bend Dr, S Dubuque St, Hedgewood Cir, and Sugar Creek Ln
- Staff conducted monthly safety inspections for all street equipment and buildings
- Monthly warning siren testing in all 8 locations was cancelled this month because of questionable weather at the time of testing. Testing will resume next month.
- Service and maintenance of various equipment
- Cold patching street repairs in various locations
- Budget meetings held with administration staff, council, and mayor for FY24 budget
- Meeting with staff and Shive to discuss scope of traffic signal timings
  - a. Data collection of traffic to be collected and new timings implemented this spring/summer
- Employee interviews held to fill laborer void in department
  - a. Candidate selected and expected to start late February or early March
- Storm Sewer
  - a. Heritage Dr stream restoration project
    - i. Pre-construction meeting held
    - ii. Contractor has started removing tree and vegetation debris
- Sanitary Sewer
  - a. Staff performed service and maintenance work on sewer video/inspection equipment and trailer
- Snow operations

- a. Snow/ice events on 1-5, 1-12, 1-19, 1-21, 1-22, 1-25, 1-27, and 1-28
- b. Anti-ice applied totals for January
  - i. 20,232 gallons of brine used to treat 427 miles of roadway at a cost of \$2267
- c. Salt material totals for January
  - i. 452,128 lbs of salt (226 Ton) applied at a cost of \$21,525
  - ii. 400 ton of salt has been delivered and restacked in salt building
- d. Staff worked 215 extra hours of OT during weather conditions
- e. All equipment used for snow operations gets cleaned, inspected, services, and repaired after each snow event



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

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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 Lock-Out/Tag-Out. Staff completed target solutions online and reviewed LOTO as a group. LOTO practices are used regularly throughout the facility to perform maintenance and service on all treatment equipment. Staff also reviewed all safety inventory equipment which includes removing outdated items and restocking supplies.
3. Maintenance staff replaced one submersible pump at Progress Park lift station with a spare pump. The pump removed from operation was sent to a local motor shop for repair. Parts availability continues to cause delays for us as well as our vendors and contractors. We continually work on ordering specific parts to keep in stock as we find issues or equipment with long lead times.
4. We continue to work with CSS on updating our SCADA cyber security. We recently ordered upgraded hardware to replace existing that is no longer supported. CSS is assisting with secure remote access for operators and control contractors. Our SCADA system has never been attacked; this is just proactive security for evolving threats.
5. All stored biosolids were hauled from the covered storage building to a local farm field and stockpiled. Contractors will land apply shortly after the extreme cold temperatures to avoid equipment breakdowns. The storage building filled to 75% capacity from Oct 8, 2022 – January 24, 2023. The biosolids dewatering facility runs approximately 12-16 hours/day on weekdays and 6 hours on weekends to keep up with treatment loading demands.
6. 2022 WPCP employee evaluations were completed. Delen Tusing was promoted to Lab Analyst/Operator 2. Delen has worked with the department since July 2016. He is a great operator and has consistently progressed throughout his employment with the City. He currently has an IDNR Grade 2 Wastewater Certification and IDNR Grade 1 Water Distribution license. Delen is well deserving of this promotion and is a great person who always brings positivity to those around him.

Drew Lammers - WPCP Superintendent



To **North Liberty Mayor and City Council Members**  
CC **City Administrator Ryan Heiar**  
From **Water Superintendent Greg Metternich**  
Date **February 1, 2023**  
Re **Monthly Report – January 2023**

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In the month of January, we treated a total of 34,517,000 gallons of water, our average daily flow was 1,113,000 gallons, and our maximum daily flow was 1,295,000 gallons. The total amount of water used in the distribution system was 0.5% higher than January 2022.

We have had a busy month with 9,127 accounts read, 55 re-reads, 63 service orders, 58 shut-offs, 42 re-connects for water service, 175 shut-off notices delivered, 2 new meter set inspections, 20-meter change outs, 11 MIU change outs, assisted 36 customers with data logging information, 73 calls for service, and 9 after hour or emergency calls. Our monthly total service work averaged 24 service orders per day.

Pinnacle Engineering replaced the PLC's (Programmable Logic Computer) at both water towers. The PLC's were not updated with the new plant in 2018 and had been in-service for over 15 years. Tower III (our backup system) stopped communicating with the treatment plant SCADA system in October. The PLC's were obsolete and had to be upgraded, because of supply issues the new PLCs took almost 4 months to be shipped. Pinnacle Engineering did the onsite installation, programming, and modified the existing SCADA system to communicate with the new PLC's.

Maintenance staff finished our quarterly and yearly required maintenance at the treatment plant and the booster station, they changed oil and greased all the pumping equipment, replaced cartridge filters, changed chemical feed tubing on all 11 of our peristaltic chemical feed pumps, re-calibrated pressure switches, chemical feed pressure valves, and online electronic instrumentation equipment. They finished out the month working on our annual maintenance of our excavation equipment including the vac-trailer, dump trucks, tractors, and some of our smaller equipment.

Staff responded to several frozen water line complaints last month and replaced 18 water meters due to damage caused by freezing, 16 of the meter change outs were in the mobile home courts.

Staff has continued to work on our service line inventory list for the Revised Lead and Copper Rule. The inventory list must be completed by October of 2024, we currently need to verify about 3,000 service lines.

Water Superintendent  
Greg Metternich



## Parks & Recreation Commission Minutes

January 5, 2023, 7:00pm

City Council Chambers, 1 Quail Creek Circle, North Liberty, Iowa

1. Call to Order
2. Approval of Minutes
  - a. December 1, 2022
  - b. Motion: Gwen Johnson, Second: Kevin Stibal, Unanimous approval
3. Reports
  - a. Parks Report
    - i. Continuing maintenance: Replaced park heater, continuing with Babe Ruth field building renovation, working on summer machinery
    - ii. Ice rink filled, but weather conditions continue to affect it. Snow made it slushy recently.
    - iii. Continuing to work on budget and will present it to the city council.
      1. Asking for a new FTE this year
      2. Budget increasing due to increasing prices
      3. Fox Run pond paved trails are included in the budget
    - iv. Question on Kirkwood student internship opportunities. Guy mentioned every year the Parks and Rec department takes interns.
  - b. Recreation/Pool Report
    - i. Busy with registrations in December for January - April programming. Monthly revenue:\$89,229
    - ii. Searching for a new aerobic instructor and conducting custodial interviews.
    - iii. Shelly was the city's United Way champion this year for fundraising for staff.
    - iv. Increased approx. 335 individuals in the database. Mostly residents of North Liberty.
    - v. Question on refunds in budget. Refunds are issued in cases of class cancellations, weather and other reasons.
    - vi. Breakfast with Santa event was a popular event in December.
    - vii. Question on weekend rentals for tournaments (limited open gym time). Some months are busy with rec programming and there are no spots for tournaments.
    - viii. United Action for Youth in communication with rec department on use of open gyms, etc.
    - ix. Aerobic class descriptions can be found on Rec desk and on other fliers at the rec center.
    - x. Pool roof is not completely finished yet due to ordering issues.
    - xi. Santa Workshop event was new this year. Thinking of doing a similar event for Easter if weather conditions do not support outside programming.
  - c. Questions, Concerns, Updates
    - i. Gwen mentioned pedestrian walking alongside road leading to dog park was almost hit by a vehicle and if there are plans for a paved trail alongside road. It is in the works for 2024.
4. New Business
5. Old Business
6. Next Meeting

- a. Thursday, February 2, 2023, at 7:00pm.
- 7. Adjourn
  - a. Motion: Jeremy Parrish, Second: Shannon Greene, Unanimous approval





# Revenue By Period - GL Account Summary

Start Date: 1/1/2023 12:00 AM End Date: 1/30/2023 11:59 PM

Payment Methods: CA, CK, CC, IC, EC, CR

User(s)/Cashier(s): - All -

001-0000-4500-21 - Swim Lessons												
3,708.00	3,584.70	420.00	0.00	4,097.00	3,973.70	0.00	0.00	0.00	13.00	0.00	-822.00	0.00
001-0000-4500-22 - Aquatic Program/Classes												
2,801.92	2,730.74	659.92	129.00	2,308.00	2,236.82	0.00	0.00	0.00	86.50	0.00	-381.50	0.00
NONE - Unassigned												
-18.00	-18.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-18.00	0.00
Split - Membership - Black & Gold												
6,855.00	6,674.19	270.00	0.00	6,027.00	5,846.19	0.00	0.00	0.00	558.00	0.00	0.00	0.00
<b>74,386.16</b>	<b>72,388.39</b>	7,834.92	855.45	66,517.79	64,520.02	0.00	0.00	\$0.00	1,156.21	1,861.21	-2,663.21	-1,176.21

\*\* Difference between GROSS and NET calculation is that NET uses CC (Net) value instead of CC (Gross) value

## Sales Tax

		DEBITS									CREDITS	
<u>**Gross</u>	<u>**Net</u>	<u>Cash</u>	<u>Check</u>	<u>CC (Gross)</u>	<u>CC (Net)</u>	<u>ACH (Gross)</u>	<u>ACH (Net)</u>	<u>Internal CC</u>	<u>Acct Credit</u>	<u>Other</u>	<u>Refunds</u>	<u>Other</u>
		0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	0.00		0.00

\*\* Difference between GROSS and NET calculation is that NET uses CC (Net) value instead of CC (Gross) value

Dashboard Summary; Jan 1-30, 2023:

Today is Tuesday, January 31, 2023

Home Recent Registrations Recent Reservations Recent Memberships Recent Members CRM+

Time Period: Last 30 Days

**Top 5 Programs - Registrations**

Program	Registrations
BASP Jan. PM	45
NL Wrestling Club	25
Beginners...	20
Connections Lunch 2023 01/20	15
BASP Jan. AM	10

**Top 5 Programs - Revenue**

Program	Revenue
BASP Jan. PM	\$9,000
BASP Jan. AM	\$2,000
BASP Spring Break Camp 14th	\$1,500
BASP Jan. PM	\$1,000
BASP Spring Break Camp 14th	\$1,000

**Total Program Registrations** **529**

- Online: 291
- In-house (In Person): 238

**Total Receipts** **\$76,770.37**

- RecDesk Credit Card: [\\$66,914.79](#)
- Cash: [\\$7,843.92](#)
- Household Credit: [\\$1,156.21](#)
- Check: [\\$855.45](#)

Refunds: [\\$2,663.21](#)

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**Invoices - Balance Due**

- Open: [\\$46,844.25](#)
- Overdue: [\\$5,434.50](#)

**Alerts & Notices**

Membership Counts; Jan 1-30, 2023:

**Membership Counts (By Period)**

Time Range	From Date	To Date
This Month	1/1/2023	1/31/2023

**Summary By Month**

	Jan, 2023
New Primaries	515
All New	714
Primary Renewals	111
All Renewals	158
Active Primaries	2363
All Active	3196

Organization Activity; Jan 1-30, 2023:

Time Period: Last 30 Days ▼

Export to Excel

## Organization Activity

From 1/1/2023 to 1/31/2023

	Registrations	Reservations	Memberships	Check-Ins	Profiles Created	POS Transactions
All	529	85	885	8796	406	1808
Resident	381	56	644	5717	221	
Non-Resident	148	29	241	3079	185	
No Residency Set	0	0	0	0	0	
<b>Demographics</b>						
< 18	357	0	208	946	105	
18 - 65	77	82	566	5221	261	
65+	95	2	110	2628	40	
Male	221	42	494	5282	179	
Female	308	43	388	3506	226	
Other Genders	0	0	3	8	1	
<b>Online vs In-House</b>						
Online	291	0	57	N/A	225	
In-Person	238	85	828	N/A	181	

**Database Breakdown:**

Residents: 12,242  
 Non-residents: 7,484  
 Total Database: 19,726

North Liberty (Residents) 11,454; (Outside city limits – 788)  
 Iowa City 1,746  
 Coralville 1,688  
 Tiffin 808  
 Solon 707  
 Other 2,535



**sPlanning Commission  
February 7, 2023  
Council Chambers, 1 Quail Creek Circle**

**Call to Order**

Chair Josey Bathke called the February 7, 2023 Planning Commission to order at 6:30 p.m. in the Council Chambers at 1 Quail Creek Circle. Commission members present: Josey Bathke, Sheila Geneser, Jason Heisler, Patrick Staber, Dave Willer; absent: Barry A'Hearn and Brian Vincent.

Others present: Ryan Rusnak, Ryan Heiar, Grant Lientz, Tracey Mulcahey, Charlie Cowell and other interested parties.

**Approval of the Agenda**

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

**2022 North Liberty Comprehensive Plan**

*Consultant Presentation*

Charlie Cowell, RDG, was present and offered detailed information on the process and the plan.

*Staff Presentation*

Rusnak presented the request of the City of North Liberty for the adoption of the 2022 North Liberty Comprehensive Plan – Connected to Tomorrow. Staff recommends that the Planning Commission accept the finding, the 2022 North Liberty Comprehensive Plan – Connected to Tomorrow would achieve consistency with the 2010 "Iowa Smart Planning Act," which guides and encourages the development of local comprehensive plans and Section 166.02 of the Zoning Code.

*Public Comments*

No public comments were received.

*Questions and Comments*

The Commission discussed the Plan including the calculation of growth rate, the process, the street classification of Forevergreen Road, the land north of UIHC development, the city's plan to implement, small area plans, the amount of work and appreciation, the footprint for growth, livability, and the details in the plan.

*Recommendation to the City Council*

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

## **Public Hearing on Ordinance**

### *Staff Presentation*

Rusnak presented the request of the City of North Liberty for an Ordinance amending Chapter 165 (Zoning Code - Administrative) of the North Liberty Code of Ordinances by narrowing certain compliance requirements within the existing site plan application and review moratorium. Staff recommends the Planning Commission accept the listed finding, the proposed ordinance would align the site plan moratorium ordinance with the 2022 North Liberty Comprehensive Plan Future Land Use Map only and remove reference to the 2013 Land Use Map and forward the Ordinance amendment to the City Council with a recommendation for approval.

### *Public Comments*

No public comments were offered.

### *Questions and Comments*

The Commission had no discussion on the amendment.

### *Recommendation to the City Council*

Willer moved, Staber 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 – Willer, Bathke, Staber, Geneser, Heisler; nays – none; absent – A’Hearn, Vincent. Motion carried.

## **Establish Private Street Names Emory Place and Quarter Moon Court**

### *Staff Presentation*

Rusnak presented the request of the City of North Liberty to establish the Emory Place and Quarter Moon Court private street names. Staff recommends that the Planning Commission accept the listed finding, the street names are unique and would achieve consistency with Section 180.12 of the North Liberty City Code and forward the request to establish private street names to the City Council with a recommendation for approval.

### *Public Comments*

No public comments were offered.

### *Questions and Comments*

The Commission discussed the application including the use of Quart vs Court. Rusnak clarified that it should be Court.

### *Recommendation to the City Council*

Geneser moved, Heisler seconded that the Planning Commission accept the listed finding and forward the request for establishing private street names to the City Council with a recommendation for approval. Bathke moved to amend the motion to include the revision of “Quart” to “Court”. Staber seconded. The vote on the amendment was all ayes. Motion carried.

The vote on the amended motion was: ayes – Geneser, Staber, Bathke, Willer, Heisler; nays – none; absent – A’Hearn, Vincent. Motion carried.

**Approval of Previous Minutes**

Heisler moved, Willer seconded to approve the minutes of the January 3, 2023 meeting. The vote was all ayes. Minutes approved.

**Old Business**

No old business was presented.

**New Business**

No new business was presented.

**Adjournment**

At 7:10 p.m., Staber moved, Heisler seconded to adjourn. The vote was all ayes. Meeting adjourned.

Signed:

Tracey Mulcahey, City Clerk

## Minutes from North Liberty Tree and Storm Water Advisory Board Meeting

October 12, 2022, 7:00 pm

Call to Order by Abdouramane Bila-Chair person. Board members present: Darice Baxter, Kevin McGrane, and Michael Burrill. Guy Goldsmith-Parks Director, Mike Wolfe-Stormwater Coordinator

Approval of Minutes for July 2022 meeting. Motion by Michael Burrill, second by Kevin McGrane. Motion carried

Abdouramane Bila opened the floor for Public Comment. Guy states that he has received numerous questions/concerns regarding the Emerald Ash Borer which is an item on the agenda.

Guy Goldsmith provided an update on Tree City USA report for 2022 which will be due. This will be a report of money spent on trees and tree care in the community in 2021 in order to receive the Tree City USA designation.

Guy Goldsmith has not yet received a timeline for the MidAmerican *Trees Please Grant* application for the upcoming year but this is usually due toward the end of December.

Guy Goldsmith provided an update on that the Tree City USA designation and has been awarded for 2021 and is the 26<sup>th</sup> year of being awarded this designation.

Guy Goldsmith provided an update on the Iowa DNR Community Forestry Program which provided \$9,800 to the city of North Liberty to use for tree planting. This included the trees planted for the community tree planting and workshop which was held at Fox Run Park and Pond on September 24<sup>th</sup>. Kevin McGrane expressed gratitude for the event and the helpful information it offers regarding how to select and plant trees. Guy states that the grant was 50% state funded for the derecho recovery and the other 50% was through federal funding for the Emerald Ash Borer. There will another round of funding which will be allocated based on prior grants received.

Guy Goldsmith provided an update on Emerald Ash Borer that has a significant presence in North Liberty. There are many trees which will need to be removed for safety. Abdouramane Bila asks whether this includes the city owned trees have been treated annually for the past few years, to which Guy Goldsmith answers in the affirmative. The city will continue use maximum treatments on the trees which are still deemed salvageable.

Guy Goldsmith states that he and city staff are in the beginning stages of looking into a program which could provide financial assistance to members of the community needing to remove an affected Ash trees as they can become a safety hazard. This program would be formatted similarly to stormwater grants which have been available for several years to improve water quality.

Abdouramane Bila asks Guy Goldsmith if the trees planted last year with the Trees Please Grant are still monitored/watered. Guy states that all trees planted are put on a 5 year schedule of watering and care in an effort to keep them alive and well which by and large has been effective.

Kevin McGrane asks Guy Goldsmith how the tree plantings will allocated in the future since there is such a large impact for the Emerald Ash Borer throughout the city. Guy offers that the city will continue to look into any grants that become available in an effort to replace as many trees as possible for those that need to be removed.



Mike Wolfe discussed that the GIS data collection should be completed in the next 3-4 weeks. They have been working to mark storm water infrastructure.

Mike Wolfe states that he was working on the annual storm water report which generally takes about 3-4 weeks to completed and sent to the DNR.

Mike Wolfe states that curbside leaf collection will be starting soon and reminds people to put the leaves between the sidewalk and the street, but not in the street itself.

Guy Goldsmith asks Mike Wolfe if there are still funds available to paint the storm water drains which has been done in the past, to which Mike Wolfe answers in the affirmative. Guy also asks if some of the drains painted in the past will be touched up. Mike Wolfe states that the paint will likely have to be removed and painted anew as touching up would be difficult.

Abdouramane Bila asks if now is a good time to apply for soil quality restoration. Mike Wolfe answers that any time of the year is a good time to apply in order to obtain funding and the scheduling can then be done as weather allows.

Guy Goldsmith offers update that on October 21<sup>st</sup> the DNR will stock the Liberty Centre Pond with 1000-2000 trout. This is done twice a year.

Michael Burrill asks Mike Wolfe why the sewer drains which are found by GIS to be too low need to be raised. Mike Wolfe answers that they need to be raised in order to provide timely access.

Abdouramane Bila opens the floor to old business with none to address.

Abdouramane Bila opened the floor for New Business with none to address.

Next Meeting date: January 11th, 2023 at 7:00 pm

Motion to adjourn by Michael Burrill, second by Kevin McGrane. Motion carried