



**North Liberty City Council  
Regular Session  
April 25, 2023**



# **City Administrator Memo**



To **Mayor and City Council**  
From **Ryan Heiar, City Administrator**  
Date **April 21, 2023**  
Re **City Council Agenda April 25, 2023**

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### Consent Agenda

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

- City Council Minutes (04/11/23)
- Claims
- Liquor License Renewals
  - Blue Bird Café
  - Revitalize U Med Spa
- Pay Application #3, City Hall Project, City Construction, \$815,421.32

### Meetings & Events

Tuesday, Apr 25 at 6:30p.m.  
City Council

Monday, May 1 at 6:00p.m.  
Communications Commission

Thursday, May 4 at 7:00p.m.  
Parks & Recreation Commission

Tuesday, May 9 at 6:30p.m.  
City Council

### 2023A Bond Issuance

Annually, the City borrows funds to pay for projects that have been or are nearing completion. Because the City's cash position is solid, it has the ability to borrow after the fact, which saves money on interest and eliminates uncertainty of identifying exact project costs prior to the completion of the project.

#### 2023A Bond Issuance

<i>Centennial Park Loop Drive</i>	\$634,000
<i>Ranshaw Way, Phase 5 [B]</i>	\$2,740,000
<i>N. Jones Boulevard</i>	\$1,890,000
<i>Dubuque Street, Phase 1 [A]</i>	\$2,800,000
<i>City Hall [A]</i>	\$920,000
<i>Borrowing Fees</i>	\$451,000
<b>TOTAL</b>	<b>\$9,435,000</b>

Tuesday's agenda includes a resolution awarding the 2023A Series Bonds to a lender. The sale is scheduled for the morning of Tuesday, April 25. Once results are received and reviewed, the resolution and supporting documents will be updated accordingly. The City's Financial Advisor, Tionna Pooler with IPA, will be in attendance Tuesday evening to review the results of the sale.

### GRD Burleson Annexation

GRD Burleson, LLC. is requesting annexation of 2.51 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 specific area of the property is planned to be stormwater detention. 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.

## Street Maintenance Facility Interior Remodel

The FY24 budget includes \$600k for the remodel of a bay at the Street Maintenance Facility to add workspace, a locker room, laundry facilities, and an upper-level sign production area. The existing workspace serves as a breakroom and meeting area, is significantly undersized and inefficient. The proposed improvements will better serve our existing staff as well as accommodate future growth. Staff recommends approval of the design proposal with Shive Hattery in the amount of \$96,000. Design will begin immediately with construction anticipated to be completed late 2024.

## Penn Street Railroad Crossing Project

The Penn Street Railroad Crossing Project, estimated to cost \$211k, will improve the pavement crossing on Penn Street, just west of Stewart Street. This project is budgeted for FY24. The packet includes a design proposal from Shive Hattery in the amount of \$29,500, of which staff recommends approval. Final completion of this project is anticipated in November 2023.

## Water Tower Place Developer's Agreement & Site Plan

The City and the developer of the Water Tower Place Subdivision have reached an agreement for the terms of installing public improvements within the subdivision. As part of the agreement, the developer has agreed to install sidewalk to connect to the existing sidewalk in front of the City's water tower property on Kansas Avenue, and the City will reimburse those costs. Staff recommends approval.

This preliminary site plan – west side of North Kansas Avenue approximately 175 feet south of West Lake Road – proposes 44 townhouse units and related infrastructure on approximately 5.31 acres. Staff anticipates related subdivision improvements to commence soon on the larger 40-acre property. The site plan achieves consistency with zoning and design requirements. The Planning Commission unanimously approved the request at its April 18 meeting. Staff also recommends approval of the site plan.

## Solomons Entertainment District Site Plan

This preliminary site plan – north side of West Penn Street approximately 350 feet west of North Jones Boulevard – proposes a 34,359 square foot private recreation building



and a 33,528 square foot restaurant/bowling alley and related infrastructure on approximately 6.28 acres. This is a larger-scale commercial development, so staff worked through several rounds of design changes to ensure a high-quality development. The site design incorporates recent landscaping design enhancements and facilitates pedestrian access from public sidewalks and between buildings. In addition, recent changes to the City's parking ordinance added standards for private recreation buildings and bowling alleys (1 space/200 square feet of building area). Overall, the development requires a higher number of parking spaces than a typical commercial development. The expansive size of the buildings will be softened with the use of varying building materials, colors, and wall planes (both vertically and horizontally). The installation of the traffic signal at the intersection of Saratoga Lane and Penn Street is planned this construction season. The Planning Commission unanimously approved the request at its April 18 meeting. Staff recommends approval as well.

On a related note, staff is working with the developer to evaluate City incentives for this project. Staff anticipates introducing a recommendation to the City Council in the near future.

## Steindler Clinic Plat & Site Plan

This preliminary subdivision plat and preliminary site plan request – west side of South Kansas Avenue approximately ¼ mile north of West Forevergreen Road – proposes a 2-lot subdivision on approximately 36.22 acres and an 82,894 square foot medical office on approximately 8.93 acres, respectively. This area of North Liberty continues to emerge with the installation of the Southwest Growth Utility Improvements. Notably, the signalization of Kansas Avenue and Forevergreen Road will occur in FY24. The subdivision plat and site plan achieve consistency with zoning and design requirements. The Planning Commission unanimously recommended approval at its April 18 meeting. Staff recommends approval also.

## Modern Horizons, LLC Zoning Map Amendment, First Reading

Modern Horizons, LLC. is requesting a rezoning on 9.83 acres – east side of Scales Bend Road approximately 170 feet south of Fox Run Drive – to RS-4 PAD Single-Unit Residence District Planned Area Development to facilitate redevelopment of the property as an age restricted community (55+) with 34 single-unit residences, a clubhouse/common area on one lot, and related private infrastructure (residential density = 3.59 units/acre after right-of-way dedication). The PAD is being requested to allow multiple residences on one lot and to have a 10' separation distance between units,

as opposed to setbacks to individual lot lines. For comparison, this development would be similar to Vintage Estates on South Jones Boulevard, which is also an age restricted community (55+) with 30 single-unit residences, a clubhouse/common area on one lot, and related private infrastructure on 8.42 acres (residential density = 3.56 units/acre).

Previously, a rezoning request was submitted in late 2022 to allow redevelopment with 22 duplex units in 11 buildings and a four-story 48-unit independent living facility, a clubhouse/common area on one lot, and related private infrastructure (residential density = 7.39 units/acre after right-of-way dedication). This request became subject to the preliminary site plan moratorium, which expires on May 1. The current request is not subject to the moratorium due to a much lesser residential density. A virtual good neighbor meeting was held on March 21. The meeting was very well attended with approximately 60 people outside of City staff and the applicant. A virtual good neighbor meeting associated with the previous request was held on September 20 of last year. It is staff's opinion that the applicant took feedback from the previous good neighbor meeting and staff and presented the current request. At less than 4 units/acre, it is staff's opinion that the proposed development would be compatible with the surrounding properties (Fox Run Part Four – 2.92 units/acre, Part Five – 1.87 units/acre, Part Seven – 1.73 units/acre, Part Nine – 1.97 units/acre, and Part Thirteen – 2.25 units/acre). Moreover, although Fox Run subdivision is on either side of Scales Bend Road (classified as a collector street), the road acts as an edge where a marginal increase in density would be appropriate. Last, there are many examples of a variety of housing types in the same subdivision, such as Cedar Springs, Broadmoor, and Harvest Estates. Staff recognizes that infill development requests are challenging, particularly when the current built environment has existed for over 20 years; however, utilities were stubbed to this property in anticipation that it would be redeveloped at some point.

The packet includes letters in favor of and objecting to the request. Pursuant to City Ordinances and the Iowa State Code, a 3/4 majority City Council vote is required for approval because property owners representing at least 20% of the land area have objected to the request. At the April 18 meeting, the Planning Commission unanimously recommended approval of the development proposal. Staff recommends approval as well.

## Twopoint2, LLC & Vantage Point Properties, LLC Zoning Map Amendment, First Reading

Twopoint2, LLC and Vantage Point Properties, LLC rezoning request to C-2-A PAD Highway Commercial District Planned Area Development – west side of Ranshaw Way approximately 280 feet south of West Cherry Street. Road – would facilitate

rehabilitation of the property for multiple tenants with the upcoming relocation of A2Z Plumbing to its new location on 240<sup>th</sup> Street. The primary reason for the PAD is to allow flexibility related to design.

Staff recognizes that design requirements for greenfield developments are effective, but strict design compliance when redeveloping properties can be a challenge, particularly when they were built prior to current standards. The virtual good neighbor meeting on March 21 was attended by a couple of people outside of the applicant and City staff. No objections have been received. The Planning Commission unanimously recommended approval of the request at its April 18 meeting. Staff also recommends approval of the rezoning.

### City Initiated Zoning Map Amendments (4), First Reading

These four City-initiated rezonings are being proposed to achieve consistency with the new Comprehensive Plan - Connected to Tomorrow - which was adopted by City Council on February 28, 2023. The adoption of Connected to Tomorrow is a directive to align the Zoning Ordinance and Map with the comprehensive plan. To quote the Plan, "Policymakers, most notably the City Council and Planning and Zoning Commission, will help set the course to realize this plan. These are the bodies to create and administer the policies that shape development in North Liberty. The plan should be a reliable guide to help with decisions related to large-scale policies and individual projects." Staff has elected to initiate consistency rezonings based on geographic areas. Staff utilized Table 3.4: Land Use Compatibility on page 47 of Connected to Tomorrow and the existing use of the property, if any, in its determination of the appropriate zoning district. Notice (certified and regular mail) of the Planning Commission and City Council public hearings were sent to the property owner(s) listed in public records. The property owner representing Random Commercial Properties, LLC at 250 Ranshaw Way expressed concern over the rezoning from I-1 Light Industrial District to C-3 Higher-Intensity Commercial District at the Planning Commission public hearing. The Planning Commission unanimously recommended approval of all four requests at its April 18 meeting. Staff also recommends approval of the rezonings.

### Zoning Ordinance Amendment, First Reading

This staff-initiated Ordinance would modify the preliminary site plan review regulations to include approval standards, which are absent from the current Code. The approval standards would include a consistency review with the comprehensive plan and any adopted land use policies. Staff asserts the adoption of Connected Tomorrow is a directive to align proposed development with the comprehensive plan. This would be a critical component of the preliminary site plan review process considering the temporary

Moratorium Ordinance on site plans inconsistent with the 2023 Future Land Use Map expires on May 1, 2023. Also included is the authority to require easements for access to public utilities and to allow emergency access on private developments during the construction site plan review process. The Planning Commission unanimously recommended approval at its April 18 meeting. Staff recommends approval of the Ordinance.



# **Agenda**



**CITY COUNCIL**

April 25, 2023

6:30 p.m.

Regular Session

Council Chambers

1 Quail Creek Circle

1. Call to order
2. Roll call
3. Approval of the Agenda
4. Consent Agenda
  - A. City Council Minutes, Regular Session, April 11, 2023
  - B. Claims
  - C. Liquor License Renewal, Blue Bird Café
  - D. Liquor License Renewal, Revitalize U Med Spa
  - E. City Hall Construction Project, Pay Application Number 3, City Construction, \$815,421.32
5. Public Comment
6. Engineer Report
7. City Administrator Report
8. Mayor Report
  - A. NAMI Mental Health Awareness Day Proclamation
  - B. Housing Trust Fund Week Proclamation
  - C. Arbor Day Proclamation
9. Council Reports
10. 2023A Bond Issuance
  - A. Resolution Number 2023-41, A Resolution awarding General Obligation Corporate Purpose Bonds, Series 2023A
11. GRD Burleson Annexation
  - A. Public Hearing regarding the annexation of property as requested by GRD Burleson
  - B. Resolution Number 2023-42, A Resolution approving annexation of certain property to the City of North Liberty, Iowa

12. Street Maintenance Facility Interior Remodel Project
  - A. Resolution Number 2023-43, A Resolution approving the Services Agreement between the City of North Liberty and Shive-Hattery, Inc. for the Streets & Maintenance Facility (SMF) Interior Remodel Project
  
13. Penn St. RR Crossing Project
  - A. Resolution Number 2023-44, A Resolution approving the Services Agreement between the City of North Liberty and Shive-Hattery, Inc. for the Penn Street Railroad Crossing Improvements Project
  
14. Water Tower Place Developer's Agreement
  - A. Resolution Number 2023-45, A Resolution approving the Developer's Agreement for Water Tower Place, North Liberty, Iowa
  
15. Water Tower Place Preliminary Site Plan
  - A. Staff and Commission recommendations
  - B. Applicant Presentation
  - C. Resolution Number 2023-46, A Resolution approving the Preliminary Site Plan for Water Tower Place, Lot 5, North Liberty, Iowa
  
16. Solomons Entertainment District Preliminary Site Plan
  - A. Staff and Commission recommendations
  - B. Applicant Presentation
  - C. Resolution Number 2023-47, A Resolution approving the Preliminary Site Plan for Solomons Entertainment District, Lots 1 and 2, North Liberty, Iowa
  
17. Steindler Orthopedic Clinic Preliminary Plat
  - A. Staff and Commission recommendations
  - B. Applicant Presentation
  - C. Resolution Number 2023-48, A Resolution approving the Preliminary Plat for Steindler Medical Park Minor Subdivision, North Liberty, Iowa
  
18. Steindler Orthopedic Clinic Preliminary Site Plan
  - A. Staff and Commission recommendations
  - B. Applicant Presentation
  - C. Resolution Number 2023-49, A Resolution approving the Preliminary Site Plan for Steindler Medical Park Subdivision, North Liberty, Iowa

19. Modern Horizons, LLC Zoning Map Amendment
  - A. Staff and Commission recommendations
  - B. Applicant Presentation
  - C. Public Hearing regarding proposed zoning amendment
  - D. First consideration of Ordinance Number 2023-05, An Ordinance amending the Zoning Map District Designation for Certain Property Located in North Liberty, Iowa from ID Interim Development District to RS-4 PAD Single Unit Residence District Planned Area Development
  
20. Twopoint2, LLC and Vantage Point Properties, LLC Zoning Map Amendment
  - A. Staff and Commission recommendations
  - B. Applicant Presentation
  - C. Public Hearing regarding proposed zoning amendment
  - D. First consideration of Ordinance Number 2023-06, An Ordinance amending the Zoning Map District Designation for Certain Property Located in North Liberty, Iowa from C-2-A Highway Commercial District to C-2-A PAD Highway Commercial District Planned Area Development
  
21. City Initiated Zoning Map Amendment on property owned by 190-965, LLC
  - A. Staff and Commission recommendations
  - B. Public Hearing regarding proposed zoning amendment
  - C. First consideration of Ordinance Number 2023-07, An Ordinance amending the Zoning Map Designation for Certain Property Located in North Liberty, Iowa from RM-21 Multi-Unit Residence District to RM-12 Multi-Unit Residence District
  
22. City Initiated Zoning Map Amendment on property owned by Mackin Estates, LLC
  - A. Staff and Commission recommendations
  - B. Public Hearing regarding proposed zoning amendment
  - C. First consideration of Ordinance Number 2023-08, An Ordinance amending the Zoning Map Designation for Certain Property Located in North Liberty, Iowa from I-1 Light Industrial District to C-1-B General Commercial District
  
23. City Initiated Zoning Map Amendment on property owned by Random Commercial Properties, LLC
  - A. Staff and Commission recommendations
  - B. Public Hearing regarding proposed zoning amendment
  - C. First consideration of Ordinance Number 2023-09, An Ordinance amending the Zoning Map Designation for Certain Property Located in North Liberty,



Iowa from I-1 Light Industrial District to C-3 Higher-Intensity Commercial District

24. City Initiated Zoning Map Amendment on property owned by Stephen M. & Debra B. Carneol

- A. Staff and Commission recommendations
- B. Public Hearing regarding proposed zoning amendment
- C. First consideration of Ordinance Number 2023-10, An Ordinance amending the Zoning Map Designation for Certain Property Located in North Liberty, Iowa from I-1 Light Industrial District to C-3 Higher-Intensity Commercial District

25. Zoning Code Ordinance Amendment

- A. Staff and Commission recommendations
- B. Public Hearing regarding proposed ordinance amendments
- C. First consideration of Ordinance Number 2023-11, An Ordinance amending Chapter 165 of the North Liberty Code of Ordinances regarding Preliminary Site Plan Approval Standards and Access Easement Requirements for Utility and Emergency Vehicles

26. Old Business

27. New Business

28. Adjournment



# **Consent Agenda**



**City Council**  
April 11, 2023  
Regular Session

**Call to order**

Mayor Chris Hoffman called the April 11, 2023, Regular Session of the North Liberty City Council to order at 6:30 p.m. in the Council Chambers, 1 Quail Creek Circle. Councilors present: RaQuishia Harrington, EreK Sittig, and Brian Wayson; absent: Ashley Bermel and Brent Smith.

Others present: Ryan Heiar, Tracey Mulcahey, Grant Lientz, Ryan Rusnak, Kevin Trom, Theresa Dunkin, Darlene Smith, Scott Minzenmeyer, Jeremy Stolba, Chief Diane Venenga, and other interested parties.

**Approval of the Agenda**

Harrington moved; Sittig seconded to approve the agenda. The vote was all ayes. Agenda approved.

**Consent Agenda**

Harrington moved, Wayson seconded to approve the Consent Agenda including the City Council Minutes, Regular Session, March 28, 2023, and the attached list of claims. The vote was all ayes. Consent Agenda approved.

**Public Comment**

No public comments were offered.

**City Engineer Report**

City Engineer Trom reported that the contractors for the Dubuque Street Phase 1 and Jones Boulevard extension projects have punch list items to finish. The Heritage Streambank project is final graded and will be seeded soon. The City Hall Project is continuing construction. Main Street is closed this week for the City Hall Project. The utility connections have been made and concrete will be poured soon. The underground detention system under the parking lot will be installed next. The Library Project demolition is complete, and flooring is installed. The contractor is waiting on acoustical tiles and desk delivery. The Ranshaw Way Paved Shoulders project bid acceptance is on the agenda tonight.

**City Administrator Report**

City Administrator Heiar reported on how City staff helped with the aftermath of the storm in Coralville and Solon. The Centennial Park Next Stage Project informational sessions with the public were held this week. The sessions outline the project, the budget, and the campaign to raise \$1 million in community support. Heiar encouraged viewers to check out the city website to learn more and consider participation.

### **Mayor Report**

Mayor Hoffman reported on the Metropolitan Planning Organization of Johnson County meeting two weeks ago. He reported that April 22 is Kites for Kids at Liberty High School from 12 to 2 p.m. Mayor Hoffman recognized the North Liberty Optimist's 50<sup>th</sup> Anniversary. Theresa Dunkin and Darlene Smith, of the North Liberty Optimist Club, spoke regarding the proclamation and the Club.

### **Council Reports**

Councilor Wayson also attended the MPOJC meeting. There is funding for North Liberty for part of an upcoming Dubuque Street Project. He participated in the Muddy Creek Clean Up Day.

### **ATV/UTV**

Scott Minzenmeyer and Jeremy Stolba, advocates of an Off Highway Vehicle allowance ordinance, presented information on the proposal. The council discussed the possibility of ATV/UTV/OHV use being allowed in the city limits. Consensus was to have staff come back with a draft of the ordinance.

### **FY 24 Budget**

At 7:26 p.m., Mayor Hoffman opened the public hearing regarding the proposed FY 2024 budget. No oral or written comments were received. The public hearing was closed at 7:26 p.m.

Harrington moved, Sittig seconded to approve Resolution Number 2023-36, A Resolution adopting the Annual Budget and Capital Improvements Plan for the Fiscal Year ending June 30, 2024 for the City of North Liberty, Iowa. After discussion, the vote was: ayes – Harrington, Wayson, Sittig; nays – none; absent – Bermel, Smith. Motion carried.

### **Ranshaw Way Paved Shoulders Project**

Sittig moved, Harrington seconded to approve Resolution Number 2023-37, A Resolution accepting the bid and authorizing execution of the contract for the Ranshaw Way Paved Shoulders Project, North Liberty, Iowa. After discussion, the vote was: ayes – Sittig, Wayson, Harrington; nays – none; absent – Bermel, Smith. Motion carried.

### **2023A Bond Issuance**

At 7:28 p.m., Mayor Hoffman opened the public hearing regarding proposed 2023A Bond Issuance. No oral or written comments were received. The public hearing was closed at 7:28 p.m.

Harrington moved, Wayson seconded to approve Resolution Number 2023-38, A Resolution taking additional action on proposal to enter into a General Obligation Loan Agreement, combining Loan Agreements, setting the date for sale of General Obligation Corporate Purpose Bonds, Series 2023A and authorizing the use of a preliminary official statement in connection therewith. The vote was: ayes – Harrington, Wayson, Sittig; nays – none; absent – Bermel, Smith. Motion carried.

### **Parking Resolution**

Wayson moved, Sittig seconded to approve Resolution Number 2023-39, A Resolution approving parking control devices in the City of North Liberty, Iowa. Harrington moved, Wayson seconded to amend the parking sheet to say the two most western and the ADA parking spot on Cherry Street would continue with normal parking restrictions and the parking spots to the east and north would be subject to the 30-minute parking restriction from 8 a.m. to 3 p.m. The vote on the amendment was: ayes – Sittig, Wayson, Harrington; nays – none; absent – Bermel, Smith. Amendment approved. After discussion, the vote on the amended resolution was: ayes – Harrington, Sittig, Wayson; nays – none; absent – Bermel, Smith. Motion carried.

**Solomons Landing Entertainment District**

Wayson moved, Sittig seconded to approve Resolution Number 2023-40, A Resolution approving the Final Plat for Solomons Entertainment District in North Liberty, Iowa. This resolution is a corrective action to Resolution Number 2023-28 approved on March 28, 2023. After discussion, the vote was: ayes – Harrington, Wayson, Sittig; nays -none; absent - Bermel, Smith. Motion carried.

**Old Business**

No old business was offered.

**New Business**

No new business was offered.

**Adjournment**

Harrington moved; Sittig seconded to adjourn at 7:37 p.m. The vote was all ayes. Meeting adjourned.

**CITY OF NORTH LIBERTY**

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

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



# State of Iowa

Alcoholic Beverages Division

## Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Rara Avis, Inc.	Bluebird Cafe	(319) 626-2603		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
650 W. Cherry St. #9		North Liberty	Johnson	52317
MAILING ADDRESS	CITY	STATE	ZIP	
650 W. Cherry St. #9	North Liberty	Iowa	52317	

## Contact Person

NAME	PHONE	EMAIL
Lacey Meyne	(319) 512-9323	lbmeyne@icloud.com

## License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0039189	Class C Retail Alcohol License	12 Month	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
Apr 12, 2023	Apr 11, 2024	

SUB-PERMITS

Class C Retail Alcohol License



**State of Iowa**  
Alcoholic Beverages Division

PRIVILEGES

Outdoor Service

## Status of Business

BUSINESS TYPE

Corporation

## Ownership

### • Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Lacey Meyne	North Liberty	Iowa	52317	Treasurer	100.00	Yes

## Insurance Company Information

INSURANCE COMPANY

Society Insurance

POLICY EFFECTIVE DATE

Apr 12, 2023

POLICY EXPIRATION DATE

Apr 12, 2024

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



State of Iowa ABD approval statement from the following county department

Legal Name of Applicant: Rara Avis, Inc

Name of Business (DBA): Blue Bird Cafe

Address of Business: 650 W Cherry St #9 North Liberty, IA 52317

Business Phone: 319-626-2603

Email: lbmeyne@icloud.com

State of Iowa ABD License #: LC0039189


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**Johnson County Health Department:**

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

Name: Rob Thul

Title: EH Manager Date: 4/7/23

Signature: 





## North Liberty Police Department

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

April 12, 2023

Liquor License Check

Business: Blue Bird Café  
650 W. Cherry Street  
North Liberty, IA 52317

Owners: Lacey Meyne (DOB: 1984)

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

I recommend the license be granted.

This record check was conducted by Sergeant Mitch Seymour.





**State of Iowa**  
Alcoholic Beverages Division

## Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
UNIVERSITY OF IOWA COMMUNITY MEDICAL SERVICES AESTHETICS, LLC	Revitalize U	(319) 467-8358		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1750 Jordon Street		North Liberty	Johnson	52317
MAILING ADDRESS	CITY	STATE	ZIP	
1750 Jordon Street	North Liberty	Iowa	52317	

## Contact Person

NAME	PHONE	EMAIL
Elizabeth Jagers	(319) 471-7848	elizabeth-jagers@uiowa.edu

## License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0048143	Class C Retail Alcohol License	12 Month	Submitted to Local Authority

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

### SUB-PERMITS

Class C Retail Alcohol License



PRIVILEGES

Outdoor Service

## Status of Business

BUSINESS TYPE

Limited Liability Company

## Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Rachel Kirchner	North Liberty	Iowa	52317	Chief Executive Officer	0.00	Yes

• Companies

COMPANY NAME	FEDERAL ID	CITY	STATE	ZIP	% OF OWNERSHIP
University of Iowa Community Medical Services	42-1454252	Coralville	Iowa	52241	100.00

## Insurance Company Information

INSURANCE COMPANY

Founders Insurance Company

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE



# State of Iowa

Alcoholic Beverages Division

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE  
DATE

TEMP TRANSFER EXPIRATION  
DATE



## North Liberty Police Department

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

April 12, 2023

Liquor License Check

Business: Revitalize U

1750 Jordan St

North Liberty, IA 52317

Owner: Elizabeth Jagers (DOB: 1983)

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

I recommend the license be granted.

This record check was conducted by Sergeant Mitch Seymour.





State of Iowa ABD approval statement from the following county department

**Legal Name of Applicant:** University of Iowa Community Medical Services Aesthetics, LLC

**Name of Business (DBA):** Revitalize U

**Address of Business:** 1750 Jordan St North Liberty, IA 52317

**Business Phone:** 319-569-6444

**Email:** rachel-kirchner@uiowa.edu

**State of Iowa ABD License #:** LC0048143

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**Johnson County Health Department:**

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

**Name:** Rob Thul

**Title:** EH Manager

**Date:** 4/7/23

**Signature:** 

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE 1 OF 5 PAGES

TO OWNER:  
 City of North Liberty  
 3 Quail Creek Circle  
 North Liberty, IA 52317  
 FROM CONTRACTOR:  
 City Construction  
 2346 Mormon Trek Blvd. Suite 2500  
 Iowa City, IA 52246

PROJECT:  
 North Liberty City Hall  
 360 North Main Street  
 North Liberty, IA 52317  
 VIA ARCHITECT:  
 Shive-Hattery, Inc.  
 2839 Northgate Drive  
 Iowa City, IA 52245

APPLICATION NO: 3  
 PERIOD TO: 03/06/23  
 PROJECT NOS: 1-159  
 CONTRACT DATE: 09/14/22

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

1. ORIGINAL CONTRACT SUM	\$	9,389,509.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	9,389,509.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	1,758,594.23
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	78,754.21
b. 5 % of Stored Material (Column F on G703)	\$	9,175.50
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	87,929.71
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	1,670,664.52
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	855,243.20
8. CURRENT PAYMENT DUE	\$	815,421.32
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	7,718,844.48

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

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

CONTRACTOR: City Construction

By: [Signature] Date: 4/6/23

State of: Iowa County of: Johnson  
 Subscribed and sworn to before me this 6th day of April, 2023  
 Notary Public: Lorna K Krueger  
 My Commission expires: September 23, 2024



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the 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 ..... \$ 815,421.32

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

ARCHITECT: Natalie Oppedal  
 By: [Signature] Date: April 19, 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 or Contractor under this Contract.



# Mayor Report





# PROCLAMATION

## NAMI Mental Health Awareness Day

**Whereas**, the National Alliance on Mental Illness (NAMI) is the nation's largest grassroots mental health organization dedicated to building better lives for the millions of Americans affected by mental illness, and

**Whereas**, the face of mental illness isn't some stranger. It's our co-workers, our neighbors, our friends, our families, and sometimes ourselves; and

**Whereas**, mental illness does not discriminate. It affects adults, children, and people of every ethnic, socioeconomic, religious, or political background; and

**Whereas**, one of five adults in the United States experiences a diagnosable mental disorder, and one in five youth age 13-18 experiences a severe mental disorder in a given year; and

**Whereas**, suicide is the second leading cause of death for America's youth ages 15-24 and the vast majority of those who die by suicide have a mental illness that is often undiagnosed or untreated; and

**Whereas**, half of all chronic mental illness begins by age 14 and three-quarters begins by age 24; therefore, treating cases early could address and reduce disability before mental illnesses become more severe; and

**Whereas**, NAMI Johnson County will hold its annual walk at 9 a.m. on Saturday, May 6, at the Terry Trueblood Recreation Area in Iowa City. The walk aims to inspire and initiate a community conversation about the impact that mental illness has on every part of our collective lives—from family systems, to primary healthcare, to the education system, to the business community and beyond.

**Now, therefore, be it resolved** that I, Chris Hoffman, Mayor of North Liberty, do hereby proclaim May 6, 2023, as

### **NAMI Mental Health Awareness Day**

in the City of North Liberty.

---

**Mayor Chris Hoffman**

Signed in North Liberty, Iowa  
this 25th day of April, 2023



# PROCLAMATION

## Housing Trust Fund Week

**WHEREAS**, the Housing Trust Fund of Johnson County was founded in 2004; and

**WHEREAS**, for 19 years the Housing Trust Fund of Johnson County has been creating and preserving housing that is affordable; and

**WHEREAS**, the Housing Trust Fund of Johnson County has committed more than twelve million dollars for housing that is affordable; and

**WHEREAS**, more than 1,100 units of housing that is affordable have been created and preserved for citizens of Johnson County by the Housing Trust Fund including housing at Penn Oaks Apartments in North Liberty; and

**WHEREAS**, the City of North Liberty has provided funding for the work accomplished by the Housing Trust Fund of Johnson County; and

**WHEREAS**, the Housing Trust Fund's Affordable Housing Highlights program will take place at Noon on Friday, April 28 at the Johnson County Health and Human Services Building and anyone interested in affordable housing is welcome to attend.

**NOW THEREFORE BE IT RESOLVED THAT**, I, Chris Hoffman, Mayor of the City of North Liberty, do hereby designate April 28 – May 2, 2023 to be

### **HOUSING TRUST FUND WEEK**

and encourage citizens of North Liberty to learn more about the Housing Trust Fund of Johnson County and their work to promote and support housing that is affordable.

---

**Mayor Chris Hoffman**

Signed in North Liberty, Iowa  
this 25th day of April, 2023



# PROCLAMATION

## Arbor Day, April 28, 2023

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

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

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

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

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

**Now, therefore, be it resolved:** I, Chris Hoffman, Mayor of the City of North Liberty, Iowa, do hereby proclaim April 28, 2023, to be

### ARBOR DAY

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

---

Mayor Chris Hoffman



# **2023A Bond Sale**

MINUTES TO RECEIVE BIDS AND SELL BONDS

421033-92

North Liberty, Iowa

April 25, 2023

The City Council of the North Liberty, Iowa, met on April 25, 2023, at \_\_\_\_\_ o'clock \_\_\_\_m., at the \_\_\_\_\_, North Liberty, Iowa.

The meeting was called to order by the Mayor, and the roll was called showing the following Council Members present and absent:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

This being the time and place fixed by the City Council for the consideration of bids for the purchase of the City's General Obligation Corporate Purpose Bonds, Series 2023A, the Mayor announced that bids had been received and canvassed on behalf of the City at the time and place fixed therefore.

Whereupon, such bids were placed on file, and the substance of such bids was noted in the minutes, as follows:

**Name and Address of Bidder**

**Final Bid  
(interest cost)**

**(ATTACH BID TABULATION)**

After due consideration and discussion, Council Member \_\_\_\_\_ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member \_\_\_\_\_. The Mayor put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

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

**Resolution No. 2023-41**

**RESOLUTION AWARDING GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2023A**

**WHEREAS**, the City of North Liberty (the “City”), in Johnson County, State of Iowa, heretofore proposed to enter into a loan agreement (the “General Purpose Loan Agreement”), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$10,000,000 for the purpose of paying the costs, to that extent, of (1) constructing street, storm water drainage, sanitary sewer system, sidewalk and water system improvements; and (2) acquiring and installing street lighting, signage and signalization improvements, and pursuant to law and a notice duly published, the City Council has held a public hearing on such proposal on April 11, 2023; and

**WHEREAS**, the City also proposed to enter into a loan agreement (the “2021 Loan Agreement”), pursuant to the provisions of Section 384.24A and 384.24.3(q) of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$9,300,000 for the purpose of paying the costs, to that extent, of undertaking the City Hall Project, an urban renewal project in the North Liberty Urban Renewal Area (such project having been authorized by action of the City Council on December 14, 2021 and consisting of constructing, furnishing and equipping a new City Hall facility), and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 11, 2022, no petition had been filed with the City asking that the question of entering into the 2021 Loan Agreement be submitted to the registered voters of the City; and

**WHEREAS**, the City also proposed to enter into an additional loan agreement (the “2022 Loan Agreement” and together with the General Purpose Loan Agreement and the 2021 Loan Agreement, the “Loan Agreements”), pursuant to the provisions of Section 384.24A and 384.24.3(q) of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$500,000 for the purpose of paying the costs, to that extent, of undertaking the City Hall Project; and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of October 25, 2022, no petition had been filed with the City asking that the question of entering into the 2022 Loan Agreement be submitted to the registered voters of the City; and

**WHEREAS**, pursuant to the provisions of Section 384.28 of the Code of Iowa, the City combined the Loan Agreements into a single loan agreement (the “Loan Agreement”); and

**WHEREAS**, a Preliminary Official Statement (the “P.O.S.”) has been prepared to facilitate the sale of General Obligation Corporate Purpose Bonds, Series 2023 (the “Bonds”) in evidence of the obligation of the City under the Loan Agreement, and the City has made provision for the approval of the P.O.S. and has authorized its use by Independent Public Advisors, LLC, as municipal financial advisor to the City; and

**WHEREAS**, pursuant to advertisement of sale, bids for the purchase of the Bonds were received and canvassed on behalf of the City and the substance of such bids noted in the minutes; and

**WHEREAS**, upon final consideration of all bids, the bid of \_\_\_\_\_, \_\_\_\_\_ (the "Purchaser"), is the best, such bid proposing the lowest interest cost to the City for the Bonds;

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

Section 1. The bid of the Purchaser referred to in the preamble is hereby accepted, and the Bonds are hereby awarded to the Purchaser at the price specified in such bid, together with accrued interest, if any.

Section 2. The form of agreement of sale/official bid form (the "Sale Agreement") of the Bonds to the Purchaser is hereby approved, and the Mayor and City Clerk are hereby authorized to execute the Sale Agreement for and on behalf of the City.

Section 3. Further action with respect to the approval of the Loan Agreement and the issuance of the Bonds is hereby adjourned to the City Council meeting to be held on May 9, 2023.

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

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

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

••••

Upon motion and vote, the meeting was adjourned.

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CHRIS HOFFMAN, MAYOR

Attest:

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TRACEY MULCAHEY, CITY CLERK



**ATTESTATION CERTIFICATE**

STATE OF IOWA  
JOHNSON COUNTY  
CITY OF NORTH LIBERTY

SS:

I, the undersigned, City Clerk of the City of North Liberty, do hereby certify that as such City Clerk I have in my possession or have access to the complete corporate records of the City and of its City Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the sale of General Obligation Corporate Purpose Bonds, Series 2023A of the City evidencing the City's obligation under a certain Loan Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
City Clerk

**(Attach here a copy of the bid of the successful bidder.)**



# **GRD Burleson Annexation**

**Resolution No. 2023-42**

**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; 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 25th day of April, 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

## **Exhibit A – 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, 430.88 feet; Thence S00°20'30"E, 261.36 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 2.51 acres, and is subject to easements and restrictions of record.

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





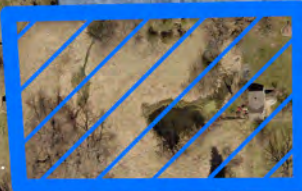
LILY LN

NORTH LIBERTY RD

DUBUQUE ST NE

S DUBUQUE ST

NORTH LIBERTY RD NE



MURPHY CT NE  
1ST

Legend:

-  North Liberty Corporate Boundary
-  Proposed Annexation Parcel







# **Streets & Maintenance Facility Remodel 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: Streets & Maintenance Facility (SMF) Interior Remodel

DATE: April 17, 2023

**PROJECT DESCRIPTION:** Design, bidding, and construction phase services for remodeling of the Streets & Maintenance Facility. The improvements generally consist of new full height partitions and mechanical/plumbing alterations to convert an existing vehicle bay into a two-level, conditioned office area with support spaces. Exhibits of the project concept improvements and concept phase project cost opinion are included with this proposal as attachments. The Concept Phase cost opinion for this project is \$605,000.

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

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

1. **Design Phase:** Design phase shall include the following services.
  - a. Base Mapping: We will provide a base map of the existing building. The base map will be used as the existing conditions for the design plans.
  - b. Design Services: We will provide design services for the Schematic Design, Design Development and Contract Document phases of the project. The scope of the design is generally as shown on the concept phase drawing exhibit included as an attachment. The design process will include regular meetings with City of North Liberty stakeholders. Deliverables will include document sets of each phase of design. Each submittal will be reviewed and approved by City staff prior to proceeding with the next phase. The Contract Document phase will consist of drawings and a project manual of specifications suitable for public bidding.
  - c. Permitting: We will provide documents suitable for a general contractor to apply for a building permit.
  - d. 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 submittal package.
  - d. 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, review substitution requests, 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 ten-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 steel inspection and concrete testing.
  - f. Facilitate and participate with construction progress meetings.
  - g. Review contractor submittals. Issue clarifications and authorize changes to the contract documents. Negotiate and prepare change orders as needed.
  - h. 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. Review and submit Record Drawings as provided by the Contractor.

**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 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 and architect.

**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 be substantially completed by late fall 2024 calendar year.



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

Design & Bidding Phase	\$ 66,000	Lump Sum
Construction Phase	\$ 25,000	Hourly (estimated)
Reimbursable Expenses	<u>\$ 5,000</u>	As incurred (estimated)
Total	\$ 96,000	

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: \_\_\_\_\_

  
\_\_\_\_\_

Brian Gotwals, AIA  
Project Architect

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

  
\_\_\_\_\_

Kevin Trom, PE  
Project Manager

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

KPT/bad

- Enc.: Standard Terms and Conditions  
 NL SMF Interior Remodel Concept Improvements Exhibit  
 NL SMF Interior Remodel 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**

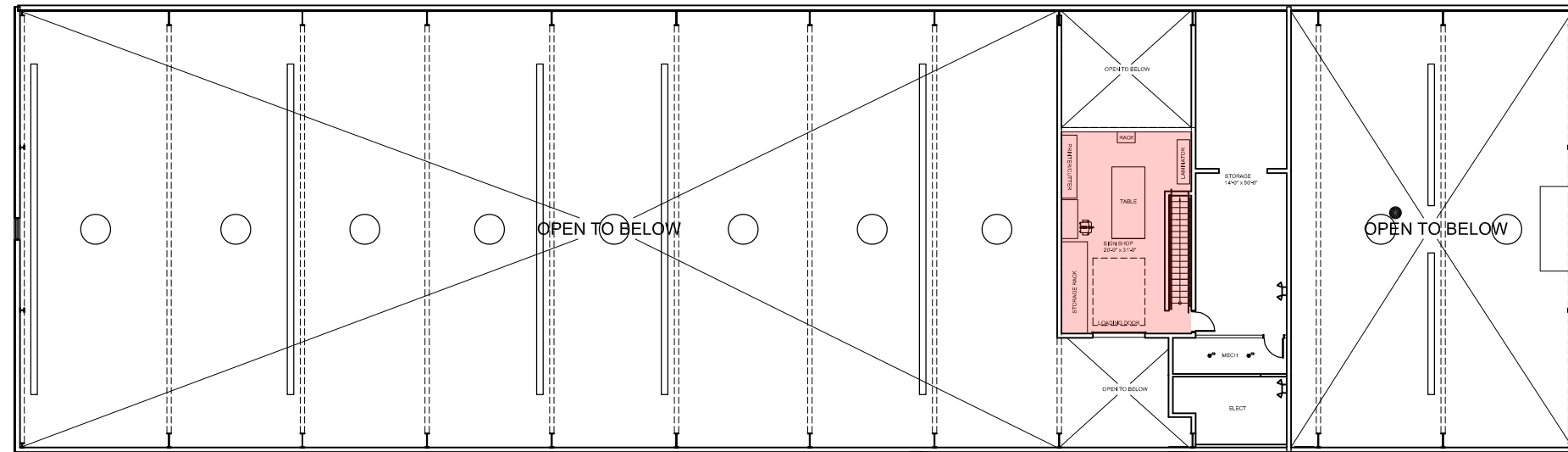
It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA),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

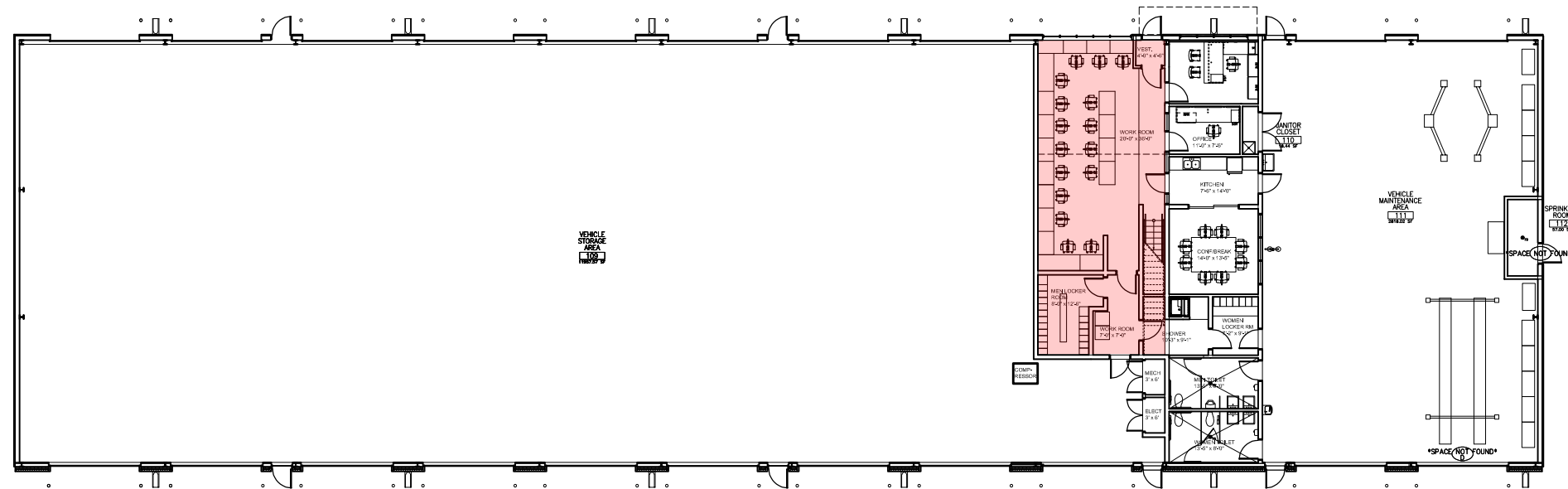
This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. In the event the CLIENT issues a Purchase Order of which this Agreement becomes a part, or the CLIENT and S-H otherwise 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.

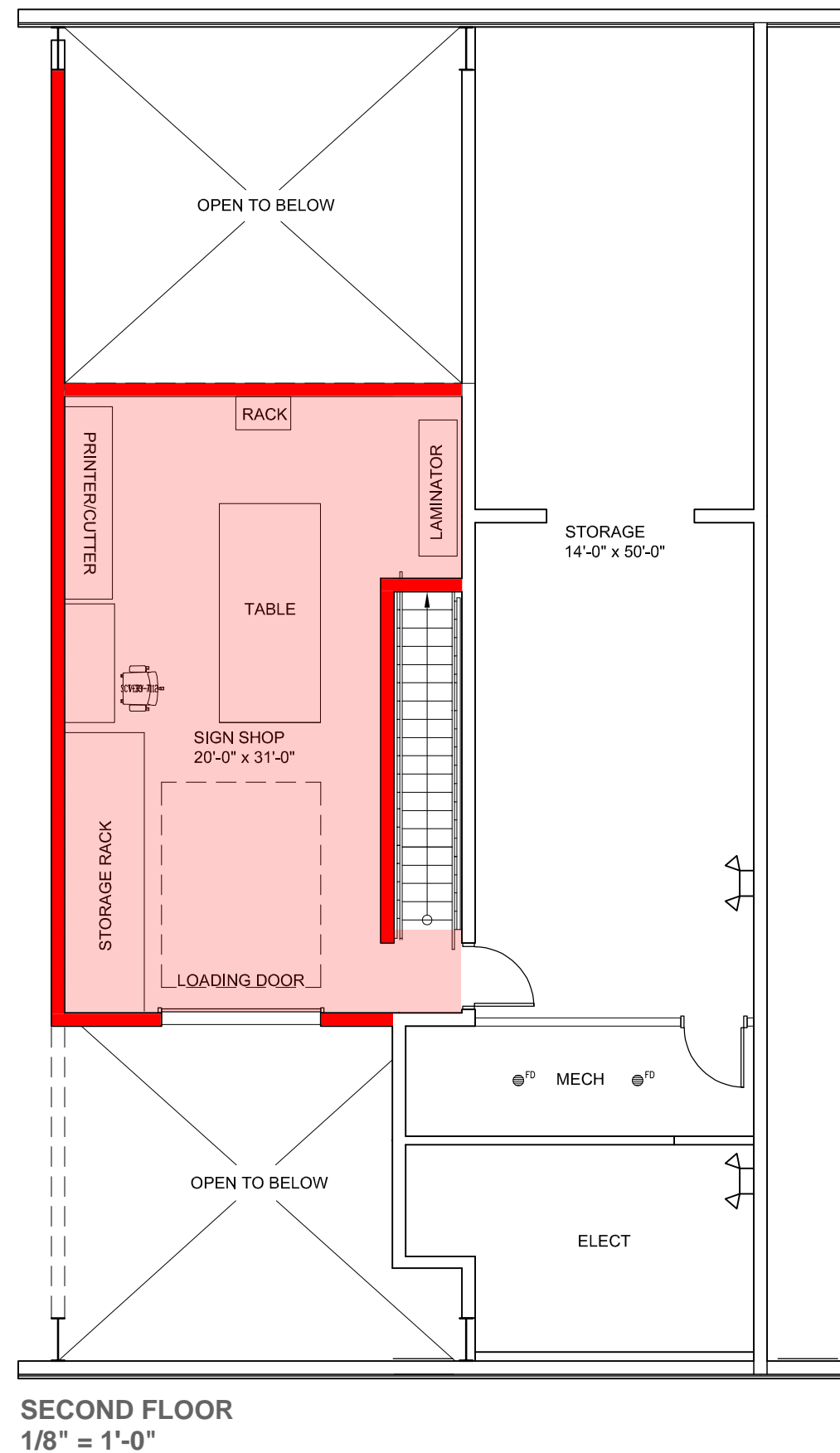
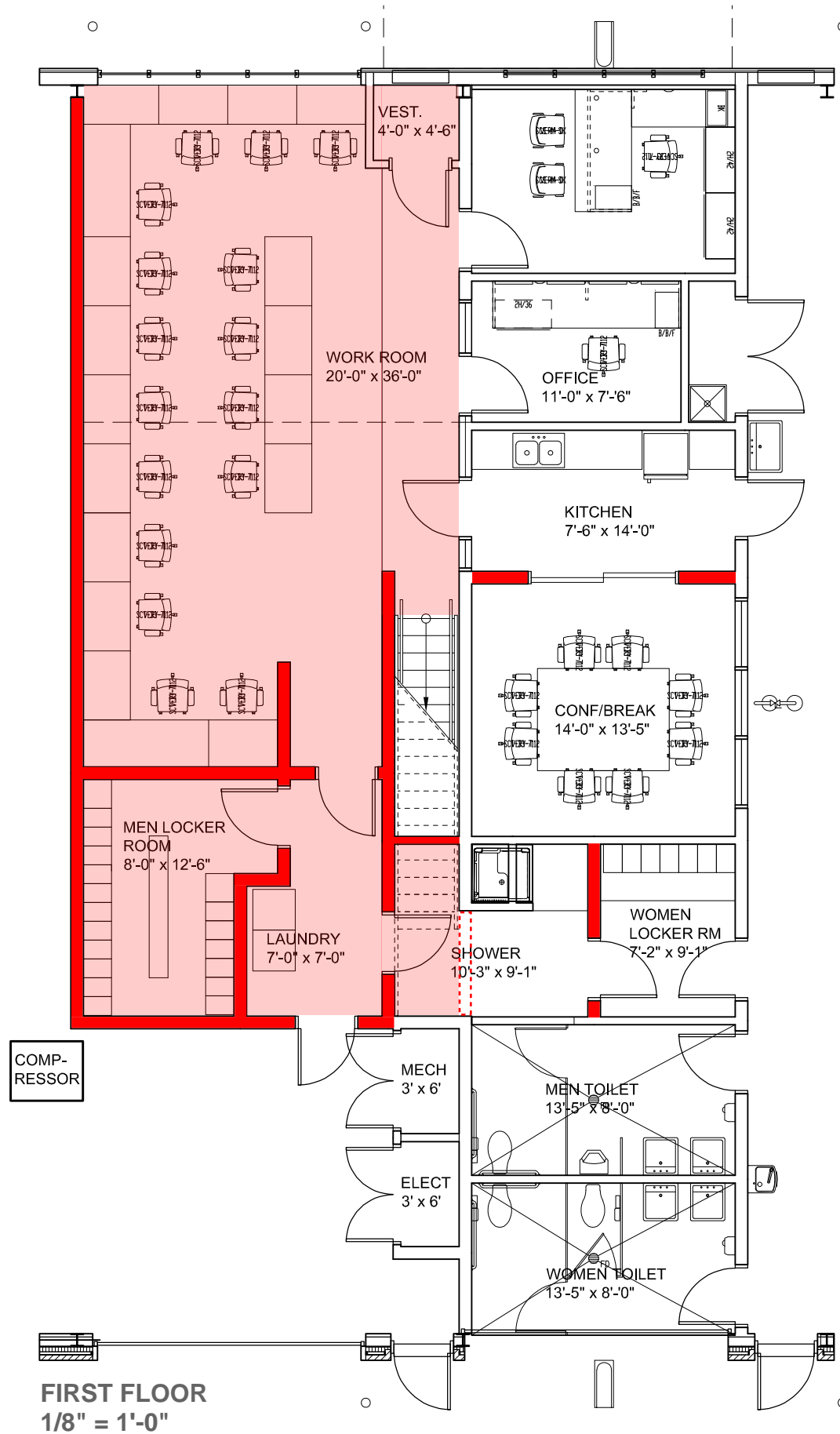


**SECOND FLOOR**  
1/8" = 1'-0"



**FIRST FLOOR**  
1/8" = 1'-0"

**NL STREETS BUILDING INTERIOR RECONFIGURATION**  
10.27.2021



NL STREETS BUILDING INTERIOR RECONFIGURATION  
10.27.2021



**City of North Liberty - SMF Interior Remodel**

**OPINION OF ANTICIPATED COSTS**

Concept Phase - 02/02/2023

<u>Description</u>	<u>Item Cost</u>
Construction Subtotal	\$ 385,000
Contingency (20%)	\$ 77,000
Construction Subtotal	\$ 462,000
AE Fees	\$ 93,000
Furnishings - City Provided	\$ 50,000
<b>TOTAL</b>	<b>\$ 605,000</b>



**NL SMF Interior Remodel Improvements**  
*Preliminary Project Schedule – 04/12/23*

<b><u>Milestone</u></b>	<b><u>Date</u></b>
Approve Proposal	April 25, 2023
Schematic Design (SD) Submittal*	June 9, 2023
Owner review mtg	June 16, 2023
Design Development (DD) Submittal*	July 21, 2023
Owner review mtg	July 28, 2023
Construction Documents (CD) Submittal*	Sept 15, 2023
Owner review mtg	Sept 22, 2023
Final Submittal (Plans/specs/costs)	Oct 13, 2023
Final Owner review mtg	Oct 20, 2023
Issue Documents for Bids	Nov 3, 2023
Public Hearing	Nov 28, 2023 (6:30 pm city council mtg)
Receive bids	Dec 4, 2023
Award Contract	Dec 12, 2023 (6:30 pm city council mtg)
Pre-Construction Meeting	Jan 2024
Substantial Completion	Oct 2024
Final Completion	Nov 2024

\*Plans, specifications, costs



**Resolution No. 2023-43**

**RESOLUTION APPROVING SERVICES AGREEMENT  
BETWEEN THE CITY OF NORTH LIBERTY AND SHIVE-  
HATTERY, INC. FOR THE STREETS & MAINTENANCE  
FACILITY (SMF) INTERIOR REMODEL PROJECT**

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

**WHEREAS**, the expansion of the Streets Department staff is necessary due to construction of new streets and other infrastructure;

**WHEREAS**, construction of the improvements converting one vehicle bay into a two-level, conditioned office area with support spaces would create ample space for housing the additional staff needed for maintenance of infrastructure;

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

**NOW, THEREFORE, BE IT RESOLVED** that the agreement presented by Shive-Hattery is approved for services relating to the Streets & Maintenance Facility Interior Remodel Project at a lump sum of \$66,000 plus other fees up to a maximum of \$96,000 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 25th day of April, 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 Street Railroad Crossing 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 Street Railroad Crossing Improvements

DATE: April 18, 2023

**PROJECT DESCRIPTION:** Design, bidding, and construction phase services for Penn Street Railroad crossing improvements. The improvements generally consist of pavement panel replacements, new 8-foot-wide trail connection, and replacement of two storm intakes. 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 \$219,000.

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/detour 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. CRANDIC RR coordination: We will coordinate with CRANDIC railroad staff for review of plans and modification of railroad crossing agreement if required.
  - 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 two-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. Schedule and conduct informational meeting(s) with property owners and the public as deemed necessary.
- 4. 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 summer 2023 and construction to be substantially completed late fall 2023.

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

Design & Bidding Phase	\$ 19,000	Lump Sum
Construction Phase	\$ 10,000	Hourly (estimated)
Reimbursable Expenses	\$ <u>500</u>	As incurred (estimated)
Total	\$ 29,500	

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



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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**

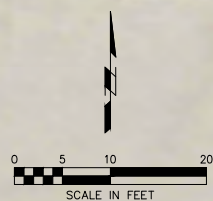
This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. In the event the CLIENT issues a Purchase Order of which this Agreement becomes a part, or the CLIENT and S-H otherwise 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.



DUBUQUE ST



PENN STREET RAILROAD APPROACH REPLACEMENT

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**DESCRIPTION: 31-foot wide urban section PCC Roadway segment and trail widening at CRANDIC railroad approach.**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED COST
1	EXCAVATION, CL 10, ROADWAY AND BORROW	CY	110	\$ 20	\$ 2,200
2	TOPSOIL, IMPORT	CY	50	\$ 40	\$ 2,000
3	MODIFIED SUBBASE	CY	110	\$ 50	\$ 5,500
4	STANDARD OR SLIP FORM PCC PAVEMENT, CLASS C, CLASS 3 DURABILITY, 9 IN.	SY	270	\$ 100	\$ 27,000
5	HMA ALONG RR PANELS	SY	40	\$ 100	\$ 4,000
6	REMOVAL OF CONCRETE	SY	445	\$ 15	\$ 6,675
7	SIDEWALK, P.C. CONCRETE, 6 IN.	SY	140	\$ 80	\$ 11,200
8	15" RCP STORM PIPE	LF	29	\$ 75	\$ 2,175
9	REMOVAL OF STORM PIPE	LF	29	\$ 20	\$ 580
10	REMOVAL OF STRUCTURES	EA	2	\$ 500	\$ 1,000
11	SW-501	EA	2	\$ 7,500	\$ 15,000
12	PAVEMENT MARKINGS	LS	1	\$ 4,500	\$ 4,500
12	TRAFFIC CONTROL	LS	1	\$ 7,000	\$ 7,000
13	MOBILIZATION	LS	1	\$ 38,000	\$ 38,000
14	EROSION CONTROL AND SEEDING	ACRE	0.1	\$ 15,000	\$ 1,500
15	RR PRECAST PANEL (FOR TRAIL)	LS	1	\$ 14,000	\$ 14,000
16	RR INSURANCE/FLAGGERS	LS	1	\$ 15,000	\$ 15,000
17	CONTINGENCY (20%)	LS	1	\$ 32,000	\$ 32,000
				Sub-Total Construction	\$ 190,000
				Engineering, Legal, Administration (15%)	\$ 29,000
				<b>*TOTAL</b>	<b>\$ 219,000</b>

**\*Does not include costs for easements and acquisitions.**

**NL Penn Street Railroad Crossing Improvements**  
*Preliminary Project Schedule – 4/17/23*

<b><u>Milestone</u></b>	<b><u>Date</u></b>
Approve Proposal	Apr 25, 2023
CRANDIC coordination mtg	Apr 28, 2023
Survey & Base Mapping Complete	May 12, 2023
50% Submittal (Plans/specs/costs)	June 5, 2023
Owner review mtg	June 6, 2023
Final Submittal (Plans/specs/costs)	June 28, 2023
Final Owner review mtg	June 30, 2023
Issue Documents for Bids	July 10, 2023
Public Hearing	July 25, 2023
Receive bids	Aug 1, 2023
Award	Aug 8, 2023
Pre-Construction Meeting	Aug 29, 2023
Substantial Completion	Oct 2023 (TBD)
Final Completion	Nov 2023 (TBD)

\*Easements and acquisitions are unknown at this time



**Resolution No. 2023-44**

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

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

**WHEREAS**, the railroad crossing on Penn Street is in need of maintenance and improvements;

**WHEREAS**, construction of panel replacements, trail connection and storm intakes would make the improvements needed;

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

**NOW, THEREFORE, BE IT RESOLVED** that the agreement presented by Shive-Hattery is approved for services relating to the Streets & Maintenance Facility Interior Remodel Project at a lump sum of \$19,000 plus other fees up to a maximum of \$29,500 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 25th day of April, 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



# **Water Tower Place Developer's Agreement**

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

**DEVELOPER'S AGREEMENT  
WATER TOWER PLACE**

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

**SECTION 1. REQUEST FOR PLAT APPROVAL.**

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

BEGINNING at the Northeast Corner of the Southeast Quarter of the Southeast Quarter of Section 10, Township 80 North, Range 7 West, of the Fifth Principal Meridian, North Liberty, Iowa; Thence N89°03'05"E, along the South Line of Liberty's Gate - Part Nine, in accordance with the Plat thereof Recorded in Plat Book 50 at Page 307 of the Records of the Johnson County Recorder's Office, 133.08 feet, to the Northwest Corner of Auditor's Parcel 2005001, in accordance with the Plat thereof Recorded in Plat Book 50 at Page 221 of the Records of the Johnson County Recorder's Office; Thence S00°57'28"E, along the West Line of said Auditor's Parcel 2005001, a distance of 320.00 feet, to the Southwest Corner thereof; Thence S56°58'36"E, along the South Line of said Auditor's Parcel 2005001, a distance of 78.59 feet, to the Southeast Corner thereof, and a Point on the West Line of West Lake Addition - Part Five A, in accordance with the Plat thereof Recorded in Plat Book 50 at Page 40 of the Records of the Johnson County Recorder's Office; Thence Southwesterly, 742.36 feet, along said West Line, and the West Line of West Lake Addition -



Part Five B, in accordance with the Plat thereof Recorded in Plat Book 50 at Page 41 of the Records of the Johnson County Recorder's Office, on a 1042.50 foot radius curve, concave Southeasterly, whose 726.78 foot chord bears S19°27'37"W; Thence S00°56'23"E, along said West Line of West Lake Addition - Part Five B, 33.34 feet; Thence Southeasterly, 209.92 feet, along said West Line, on a 1042.50 foot radius curve, concave Northeasterly, whose 209.56 foot chord bears S06°42'30"E; Thence S12°28'36"E, along said West Line, 42.65 feet, to the Northeast Corner of The Villas at Liberty Executive Park - Part Six, in accordance with the Plat thereof Recorded in Plat Book 61 at Page 157 of the Records of the Johnson County Recorder's Office; Thence S89°18'48"W, along the North Line of said The Villas at Liberty Executive Park - Part Six, a distance of 1302.77 feet, to the Northwest Corner thereof, and a Point on the East Right-of-Way Line of Interstate No. 380 NE; Thence N00°52'55"W, along said East Right-of-Way Line, 926.96 feet; Thence N07°47'01"E, along said East Right-of-Way Line, 385.07 feet, to the Southwest Corner of Auditor's Parcel 2004013, in accordance with the Plat thereof Recorded in Plat Book 47 at Page 86 of the Records of the Johnson County Recorder's Office; Thence N06°15'47"W, along the West Line of said Auditor's Parcel 2004013, a distance of 23.59 feet, to the Northwest Corner thereof, and the Southwest Corner of "Revised" Liberty's Gate Part Seven, North Liberty, Iowa, in accordance with the Plat thereof Recorded in Plat Book 54 at Page 101 of the Records of the Johnson County Recorder's Office; Thence N89°25'32"E, along the South Line of said "Revised" Liberty's Gate Part Seven, and the South Line of Liberty's Gate - Part Nine, in accordance with the Plat thereof Recorded in Plat Book 50 at Page 307 of the Records of the Johnson County Recorder's Office, a distance of 1271.02 feet, to the Point of Beginning. Said Water Tower Place contains 41.48 Acres, and is subject to easements and restrictions of record.

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

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

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

1. The final plat conforms to the preliminary plat;
2. The construction plans have been submitted and approved;

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

4. The Developer enters into and abides by this Agreement.

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

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

1. This Agreement has been fully executed by the Developer, filed with the City Clerk, and approved by the City Council;

2. All permits required by local, state, and federal law have been applied for and issued by the appropriate authority; and

3. Contingent upon the permitting requirements set forth in Paragraph 3 of this section being met, all necessary construction permits have been applied for and issued by the City.

D. The Developer may not grade or otherwise disturb the earth, remove trees until the Developer has complied with the erosion control and grading provisions set forth in Section 5 of this agreement.

### **SECTION 3. DEVELOPMENT REQUIREMENTS AND PROPERTY IMPROVEMENTS.**

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

B. Public Improvement Standards.

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

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

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

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

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

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

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

5. The Developer shall submit a storm water management plan that will identify the drainage of this development and specify the manner in which storm water, drainage and runoff will be accommodated. The Developer agrees to dispose of all storm water through the approved storm water and drainageway system as set forth in the storm water management plan. The design and construction of a storm water detention basin, if required by the City for this development, shall comply with the City's current storm water management ordinances and policies. The Developer shall have a duty to continue the drainage across the property, and, in no event shall the Developer create an undue hardship on the adjoining property owners in the manner in which storm water runoff and drainage is managed. The Developer may reserve a drainage easement across all or a portion of the outlots within the subdivision for management of storm water runoff and drainage from the subdivision and other areas whose storm water may be more efficiently detained and drained by the utilization of such easement.

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

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

8. A Stormwater Management Facility Maintenance Agreement (or BMP Agreement) shall be required to be approved before or at the time of final plat approval.

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

1. The Developer shall pay the following costs:

a) West Trunk Sewer tap-on: Fifty Thousand, Nine Hundred Seventy-Eight Dollars and Ninety-two Cents (\$50,978.92 (\$1,229.00 x 41.48 acres)).

These costs shall be submitted to the City in full prior to Council approval of the final plat. Said payment shall be deemed fully released by the Developer and accepted by the City upon approval of the final plat.

2. Proof of any off-site easements from third-parties which are necessary to construct public improvements will need to be provided prior to construction plan approval.

3. The Developer agrees to explore for existing tile lines, and to cap or connect any tile lines to the City's storm sewer system as directed by the engineer for the Water Tower Place subdivision, and as approved by the City. The location and depth of the digging and the required action upon completion of the digging shall be subject to review and approval of the City Engineer. For any capping or connecting activities required under this section, standard plastic tile and connectors are acceptable materials.

4. It is agreed that no lot shall have direct access to Kansas Avenue.

5. Developer shall install sidewalks as provided on the approved construction plans on the City-owned property situated on Auditor's Parcel 2005001 prior to final plat approval. The City shall reimburse Developer for the actual, reasonable costs of installation of said sidewalk within 30 days of final plat approval, but such reimbursement shall in no event exceed one hundred twenty-five percent (125%) of the current estimated costs of installation. It is agreed that the current estimated costs for installation of such sidewalk are Seven Thousand Seventy Dollars (\$7,070.00).

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

1. The City shall have the opportunity to review and approve all documentation related to the initial formation and organization of the HOA, which shall then be recorded at the Developer's expense. The City shall thereafter be provided notices concerning any reorganization of the HOA, dissolution of the HOA, changes in membership in the HOA, or proposed changes in any duties or responsibilities of the HOA that directly affect the City.

2. Said HOA shall include as members the owners of all buildable lots within the underlying preliminary plat.

3. After the final plat is approved and recorded, the Developer shall transfer all outlots to the HOA.

4. The HOA shall own in perpetuity and be responsible for the maintenance of all outlots within the boundaries of the preliminary plat, including but not limited to stormwater management facilities and landscape buffers, consistent with all terms and conditions set out in this Agreement.

5. No signs may be erected or maintained on any outlot within the boundaries of the preliminary plat. The HOA shall promptly remove any signs placed on any outlot. The City is empowered to remove and dispose of any such signs, without prior notice or reimbursement.

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

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

#### **SECTION 4. PUBLIC UTILITIES.**

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

to the existing storm water sewer systems when available in accordance with the plan approved by the City Engineer.

#### **SECTION 5. EROSION CONTROL AND GRADING.**

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

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

#### **SECTION 6. PHASED DEVELOPMENT.**

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

#### **SECTION 7. PUBLIC IMPROVEMENTS AND ASSESSMENT WAIVER.**

A. If all the public improvements and facilities as provided in this agreement are not installed and accepted by the City prior to approval of the final plat, the Developer is required to either deposit in escrow or file a surety bond with the City in the amount equal to the estimated costs of the public improvements and facilities plus ten percent prior to the approval of the final plat, as set forth in Section 180.11(8)(A)(2) of the Code of Ordinances. In

any event, no building permits will be issued until all the public improvements and facilities are constructed and accepted by the City.

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

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

#### **SECTION 8. ENGINEERING ADMINISTRATION AND CONSTRUCTION OBSERVATION.**

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

B. The Developer shall pay all costs of engineering administration, which will include review of the Developer's final construction plans and specifications, monitoring of construction, and consultation with the Developer and its engineer on the status, progress or other issues regarding the project. The Developer shall pay for the reasonable construction observation performed by the City staff or consulting City Engineer. Construction observation will consist of examination of proposed public utilities, street construction and other infrastructure improvements. The engineering administrative fee and construction



observation fees to be paid by the Developer shall be determined by the City, in part based on the standard hourly fee schedule in effect between the City Engineer and the City on file at City Hall and in part based on standard fees for other staff members that perform the duties noted above. The City shall provide the appropriate supporting documentation for these fees upon request by the Developer.

#### **SECTION 9. RELEASE.**

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

#### **SECTION 10. DEVELOPER'S OBLIGATION AND DEFAULT.**

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

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

#### **SECTION 11. AUTHORIZATION TO ENTER PREMISES.**

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

#### **SECTION 12. FEES.**

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

### **SECTION 13. TIME OF PERFORMANCE.**

Developer shall install all required public improvements, except for sidewalk construction deferred in accordance with Section 3(C)(4), within two (2) years from the date of City approval of this Agreement. In the event that the Developer fails to install the required public improvements within the above-referenced time, authorization to proceed with the development shall cease, and the Developer shall be required to seek reauthorization and approval of this development. Developer may, however, request an extension of time from the City. If an extension is granted, it may be conditioned upon updating any security posted by the Developer or requiring the Developer to provide security to reflect cost increases and extended completion date.

### **SECTION 14. MISCELLANEOUS.**

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

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

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

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

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

F. Except as hereinafter provided, the Developer may not assign this Agreement or the obligations imposed by this Agreement without the written permission of the City Council or as otherwise provided in this Agreement. This restriction shall not apply to another entity solely owned and controlled by the members of the Developer, which assignment shall not serve to release Developer from the obligations undertaken hereunder.

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

H. No building or occupancy permits will be issued until all public improvements have been constructed in accordance with applicable standards and formally accepted by the City. Notwithstanding the foregoing, the Developer may transfer the ownership of all outlots within the subdivision to a homeowners association, which shall assume the obligation to maintain and repair the stormwater detention facility and other infrastructure located thereon, and Developer shall be released from any further liability or responsibility to repair or maintain the infrastructure on said outlots.

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

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

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

#### **SECTION 15. NOTICES.**

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

Dahnovan Land Development, LLC  
1650 Linden Ln.  
North Liberty, IA 52317

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

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

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

**SECTION 16. SUCCESSORS AND ASSIGNS.**

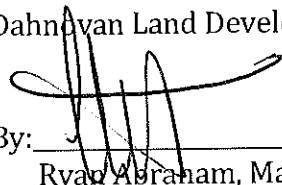
This Agreement shall be a covenant running with the land and inure to the benefit of and be binding upon the parties, their successors and assigns.

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

CITY OF NORTH LIBERTY, IOWA

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

Dahnovan Land Development, LLC

By:  \_\_\_\_\_  
Ryan Abraham, Manager

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

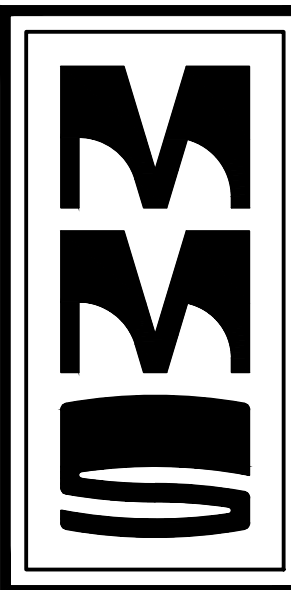
STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this 14<sup>th</sup> day of April, 2023,  
by Ryan Abraham as Manager of Dahnovan Land Development, LLC, Developer.

Samuel Argall  
\_\_\_\_\_  
Notary Public in and for the State of Iowa



**[EXHIBIT "A" - MARK AND ATTACH FINAL PLAT]**



CIVIL ENGINEERS  
LAND PLANNERS  
LAND SURVEYORS  
LANDSCAPE ARCHITECTS  
ENVIRONMENTAL SPECIALISTS

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

Date	Revision
03-21-2023	EASEMENT REVISIONS - LSS
03-28-2023	EASEMENT REVISIONS - LSS

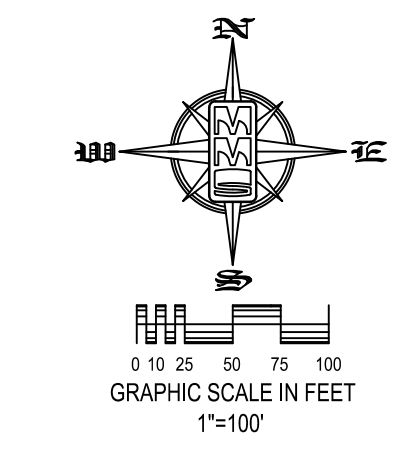
# DEVELOPER'S AGREEMENT EXHIBIT WATER TOWER PLACE NORTH LIBERTY, JOHNSON COUNTY, IOWA

LOCATION: A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, AND A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, ALL OF TOWNSHIP 80 NORTH, RANGE 7 WEST OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, JOHNSON COUNTY, IOWA	SUBDIVIDER: DARNOVAN HOLDINGS 1620 LINDEN LANE NORTH LIBERTY, IA 52317
LAND SURVEYOR: RICHARD R. NOWOTNY P.L.S. MMS CONSULTANTS INC. 1917 SOUTH GILBERT STREET IOWA CITY, IOWA 52240 PHONE: 319-351-8282	SUBDIVIDER'S ATTORNEY: SAMUEL ARGALL 44 STURGIS CORNER DRIVE IOWA CITY, IA 52246
DATE OF SURVEY: 08-24-2022	PROPRIETOR OR OWNER: MAJ PROPERTIES I LLC 901 N KANSAS AVENUE NORTH LIBERTY, IA 52317
	DOCUMENT RETURN INFORMATION: LAND SURVEYOR

FOUND PROPERTY MONUMENTATION TABLE	
LABEL	DESCRIPTION
(A)	FOUND 5/8" REBAR W/ YELLOW PLASTIC LS CAP 8165
(B)	FOUND 5/8" REBAR W/ YELLOW PLASTIC LS CAP 14675
(C)	FOUND 5/8" REBAR W/ LS CAP
(D)	FOUND RIGHT-OF-WAY RAIL

AREA SUMMARY TABLE		
1/4 - 1/4	AREA	AREA IN ROW
SE-SE SEC 10	39.37 ACRES	3.82 ACRES
SW-SW SEC 11	1.81 ACRES	0.29 ACRES
TOTAL	41.48 ACRES	4.11 ACRES

EASEMENT IDENTIFICATION TABLE	
LABEL	DESCRIPTION
(1)	15.0' WIDE PUBLIC UTILITY EASEMENT
(2)	20.0' WIDE STORM SEWER AND DRAINAGE EASEMENT
(3)	20.0' WIDE DRAINAGE EASEMENT (CENTERED)
(4)	20.0' WIDE LANDSCAPE EASEMENT
(5)	20.0' WIDE SANITARY SEWER EASEMENT
(6)	24.0' WIDE ACCESS EASEMENT
(7)	10.0' WIDE PUBLIC UTILITY EASEMENT
(8)	10.0' WIDE PUBLIC STORM SEWER EASEMENT
(9)	57.0' WIDE PUBLIC UTILITY EASEMENT
(10)	10.0' WIDE PUBLIC STORM SEWER EASEMENT
(11)	STORM SEWER EASEMENT
(12)	DRAINAGE EASEMENT
(13)	10.0' DRAINAGE EASEMENT



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

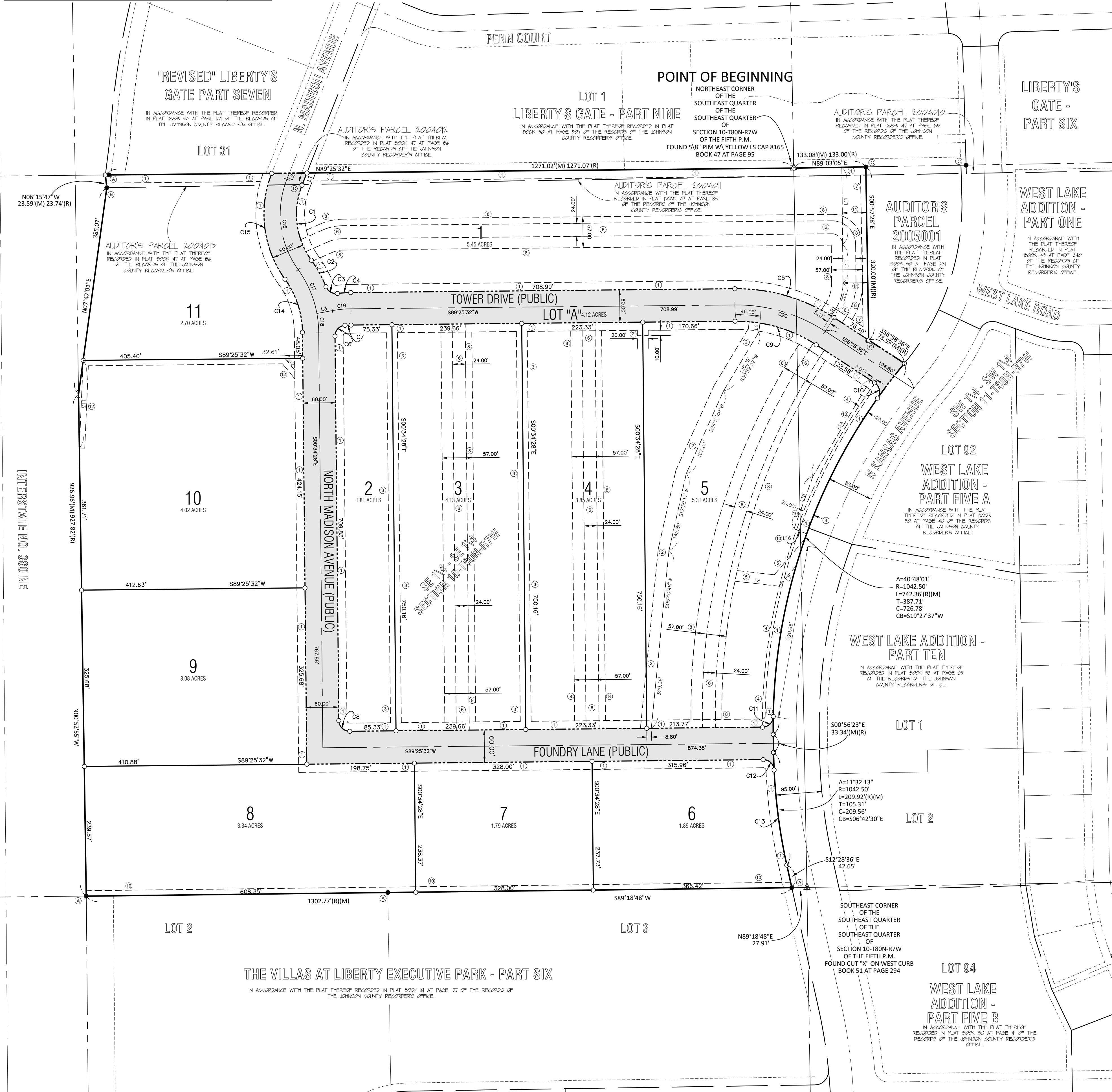
UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS

CURVE SEGMENT TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BEARING
C1	57°27'10"	145.00'	145.40'	79.47'	139.38'	S07°07'36"E
C2	13°58'43"	230.00'	56.11'	28.20'	55.97'	S28°51'50"E
C3	74°55'01"	20.00'	26.15'	15.32'	24.33'	S59°19'59"E
C4	61°3'01"	230.00'	24.96'	12.49'	24.94'	S86°19'02"W
C5	33°35'52"	330.00'	193.51'	99.63'	190.75'	S73°46'32"E
C6	86°10'45"	170.00'	30.08'	18.71'	27.33'	S42°30'54"W
C7	3°49'15"	170.00'	11.34'	5.67'	11.33'	S87°30'54"W
C8	90°00'00"	20.00'	31.42'	20.00'	28.28'	S45°34'28"E
C9	33°35'52"	270.00'	158.33'	81.51'	156.07'	S73°46'32"E
C10	92°22'44"	20.00'	32.25'	20.85'	28.87'	S10°47'13"E
C11	88°32'52"	20.00'	30.91'	19.50'	27.92'	S45°09'06"W
C12	87°51'25"	20.00'	30.67'	19.27'	27.75'	S46°38'45"E
C13	9°45'33"	1042.50'	177.57'	89.00'	177.36'	S07°35'50"E
C14	35°16'44"	170.00'	104.67'	54.06'	103.03'	S18°12'50"E
C15	57°27'09"	205.00'	205.56'	112.36'	197.06'	S07°07'37"E
C16	57°27'10"	175.00'	175.48'	95.91'	168.22'	S07°07'36"E
C17	25°23'46"	200.00'	88.65'	45.06'	87.92'	S23°09'19"E
C18	9°52'58"	200.00'	34.50'	17.29'	34.45'	S05°30'57"E
C19	9°52'58"	200.00'	34.50'	17.29'	34.45'	S84°28'03"W
C20	33°35'52"	300.00'	175.92'	90.57'	175.41'	S73°46'32"E
C21	33°35'52"	1212.00'	710.71'	365.90'	700.57'	S16°13'28"W
C22	33°35'52"	88.00'	51.60'	26.57'	50.87'	N16°13'28"E

LINE SEGMENT TABLE		
LINE	LENGTH	BEARING
L1	24.45'	S21°35'59"W
L2	12.23'	S21°35'59"W
L3	29.07'	S79°32'34"W
L4	43.73'	S33°01'24"W
L5	49.89'	S00°34'28"E
L6	16.94'	S07°13'30"W
L7	49.14'	S40°32'10"W
L8	81.46'	S83°33'21"E
L9	14.03'	N33°01'24"E
L10	71.09'	N00°34'28"W
L11	142.58'	N00°34'28"W
L12	28.07'	S39°25'16"W
L13	161.84'	N02°28'12"E
L14	206.97'	S100°53'4"W
L15	103.24'	S19°47'23"W
L16	24.96'	S68°21'40"E

### DESCRIPTION - WATER TOWER PLACE

BEGINNING at the Northeast Corner of the Southeast Quarter of the Southeast Quarter of Section 10, Township 80 North, Range 7 West, of the Fifth Principal Meridian, North Liberty, Iowa; Thence N89°03'05"E, along the South Line of Liberty's Gate - Part Nine, in accordance with the Plat thereof Recorded in Plat Book 50 at Page 307 of the Records of the Johnson County Recorder's Office, 133.08 feet, to the Northwest Corner of Auditor's Parcel 2005001, in accordance with the Plat thereof Recorded in Plat Book 50 at Page 221 of the Records of the Johnson County Recorder's Office; Thence S00°57'28"E, along the West Line of said Auditor's Parcel 2005001, a distance of 320.00 feet, to the Southwest Corner thereof; Thence S56°58'36"E, along the South Line of said Auditor's Parcel 2005001, a distance of 78.59 feet, to the Southeast Corner thereof, and a Point on the West Line of West Lake Addition - Part Five A, in accordance with the Plat thereof Recorded in Plat Book 50 at Page 40 of the Records of the Johnson County Recorder's Office; Thence Southwesterly, 742.36 feet, along said West Line, and the West Line of West Lake Addition - Part Five B, in accordance with the Plat thereof Recorded in Plat Book 50 at Page 41 of the Records of the Johnson County Recorder's Office, on a 1042.50 foot radius curve, concave Southeasterly, whose 726.78 foot chord bears S19°27'37"W; Thence S00°56'23"E, along said West Line of West Lake Addition - Part Five B, 33.34 feet; Thence Southeasterly, 209.92 feet, along said West Line, on a 1042.50 foot radius curve, concave Northeasterly, whose 209.56 foot chord bears S06°42'30"E; Thence S12°28'36"E, along said West Line, 42.65 feet, to the Northeast Corner of The Villas at Liberty Executive Park - Part Six, in accordance with the Plat thereof Recorded in Plat Book 61 at Page 157 of the Records of the Johnson County Recorder's Office; Thence S89°18'48"W, along the North Line of said The Villas at Liberty Executive Park - Part Six, a distance of 1302.77 feet, to the Northwest Corner thereof, and a Point on the East Right-of-Way Line of Interstate No. 380 NE; Thence N00°52'55"W, along said East Right-of-Way Line, 926.96 feet; Thence N07°47'01"E, along said East Right-of-Way Line, 385.07 feet, to the Southwest Corner of Auditor's Parcel 2004013, in accordance with the Plat thereof Recorded in Plat Book 47 at Page 86 of the Records of the Johnson County Recorder's Office; Thence N06°15'47"W, along the West Line of said Auditor's Parcel 2004013, a distance of 23.59 feet, to the Northwest Corner thereof, and the Southwest Corner of "Revised" Liberty's Gate Part Seven, North Liberty, Iowa, in accordance with the Plat thereof Recorded in Plat Book 54 at Page 101 of the Records of the Johnson County Recorder's Office; Thence N89°25'32"E, along the South Line of said "Revised" Liberty's Gate Part Seven, and the South Line of Liberty's Gate - Part Nine, in accordance with the Plat thereof Recorded in Plat Book 50 at Page 307 of the Records of the Johnson County Recorder's Office, a distance of 1271.02 feet, to the Point of Beginning. Said Water Tower Place contains 41.48 Acres, and is subject to easements and restrictions of record.



### DEVELOPER'S AGREEMENT EXHIBIT

### WATER TOWER PLACE

### NORTH LIBERTY JOHNSON COUNTY IOWA

MMS CONSULTANTS, INC.	
Date:	01-26-2023
Designed by:	KJB
Field Book No.:	1350
Drawn by:	RLW
Scale:	1"=100'
Checked by:	RRN
Sheet No.:	1
Project No.:	IOWA CITY
11030-005	of: 1

G:\11030\11030-005\11030-005X-DEV AG.dwg 3/21/2023 5:16:28 PM CST

**Resolution No. 2023-45**

**A RESOLUTION APPROVING THE DEVELOPER'S AGREEMENT FOR WATER TOWER PLACE, NORTH LIBERTY, IOWA**

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

**WHEREAS**, the terms and conditions for the development of Water Tower Place have been set forth in an Agreement between the City of North Liberty and Dahnovan Land Development, LLC., and

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

**NOW, THEREFORE, BE IT RESOLVED** that that the Development Agreement between the City of North Liberty and Dahnovan Land Development, LLC is approved for Water Tower Place, North Liberty, Iowa

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

**APPROVED AND ADOPTED** this 25th day of April, 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





# **Water Tower Place Preliminary Site Plan**



April 18, 2023

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

Re: Request of Dahnovan Holdings to approve a Preliminary Site Plan for 44 townhouse units on approximately 5.31 acres. The property is located on the west side of North Kansas Avenue approximately 175 feet south of West Lake Road.

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its April 18, 2023 meeting. The Planning Commission took the following action:

**Findings:**

1. The townhouse dwelling use of the property would be consistent with the current RM-12 District and the Comprehensive Plan Future Land Use Map designation of Urban High Intensity; and
2. The site plan would achieve consistency with North Liberty Code of Ordinances Section 165.05(2) entitled, "Preliminary Site Plan Review", Section 168.07 entitled, "Uses Defined and Use Standards", and Section 169.10 entitled "Design Standards" and other Code of Ordinance requirements.

**Recommendation:**

The Planning Commission accepted the listed findings and forwards the request to approve a preliminary site plan for 44 townhouse units on approximately 5.31 acres to the City Council with a recommendation for approval.

The vote for approval was 4-0.

Josey Bathke, Chairperson  
City of North Liberty Planning Commission



To **City of North Liberty Planning Commission**  
 From **Ryan Rusnak, AICP**  
 Date **April 14, 2023**  
 Re **Request of Dahnovan Holdings to approve a Preliminary Site Plan for 44 townhouse units on approximately 5.31 acres. The property is located on the west side of North Kansas Avenue approximately 175 feet south of West Lake Road.**

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

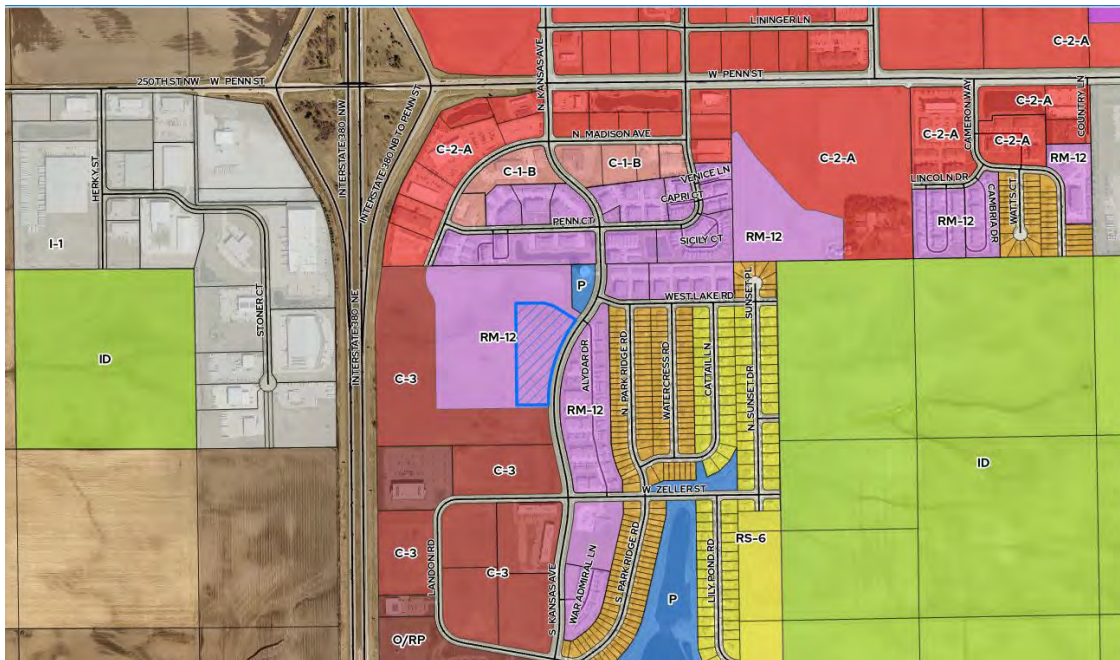
- Ryan Heiar, City Administrator
- Tracey Mulcahey, Assistant City Administrator
- Grant Lientz, City Attorney
- Tom Palmer, City Building Official
- Kevin Trom, City Engineer
- Ryan Rusnak, Planning Director

**1. Request Summary:**

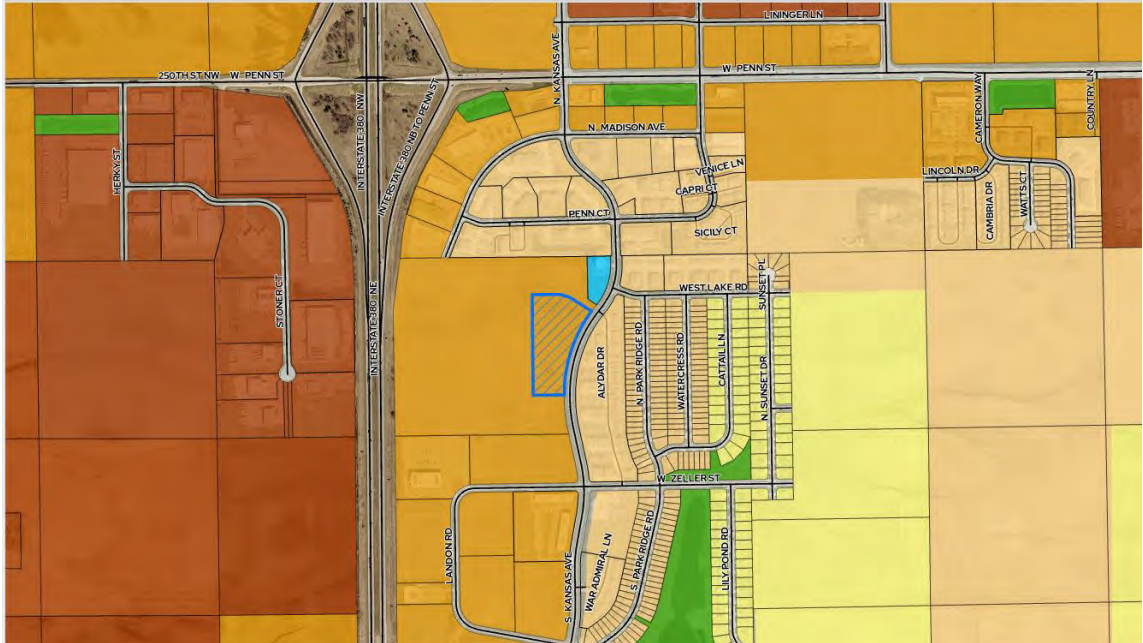
The site plan proposes 44 townhouse units in 11 buildings on approximately 5.31 acres.

**2. Existing Zoning:**

The property is currently zoned RM-12 Multiple-Unit Residence District. "Townhouse Dwelling" is listed as a permitted use in the RM-12 District.



**3. Comprehensive Plan Future Land Use Map Designation:** Urban High Intensity. The RM-12 District is consistent with the Urban High Intensity Land Use Designation.



**4. Public Input:**

No public comments have been received.

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

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

- *Trash and refuse enclosures.* **Trash and refuse would be curb side pickup.**
- *The general drainage pattern and location of storm water detention features.* **Provided.**
- *The general location, type and size of landscaping and ground cover illustrated in color perspective.* **Provided.**
- *A rendering, elevation or photo of the proposed development.* **Provided.**

North Liberty Code of Ordinances Section 168.07 entitled, "Uses Defined and Use Standards" sets forth certain design standards (applicable Ordinance language in italics and staff analysis in bold).

#### Section 168.07(30)

- A. Defined. Townhouse Dwelling means structure consisting of three or more dwelling units, the interior of which is configured in a manner such that the dwelling units are separated by a party wall and may or may not be on separate lots. A townhouse is typically designed so that each unit has a separate exterior entrance and yard areas. A townhouse dwelling does not include a multi-family dwelling.
- B. Use Standards.
- (1) The interior side yard is not applicable to the side of the unit located on the lot line (shared wall attachment to another unit).
  - (2) Each unit must have an approved one-hour fire-resistive wall between them that is built in such a manner as to allow no connections other than the wall itself between the units
  - (3) The front entry must be an integral part of the structure, using features such as porches, raised steps and stoops with roof overhangs, or decorative railings to articulate the front facade.
  - (4) Minimum required masonry on front and corner side yard building elevations is 25%,
  - (5) A 5% minimum transparency requirement applies to the front facade and is calculated on the basis of the area of the facade below the roofline.

It is staff's opinion that the site plan achieves consistency with the aforementioned design standards.

North Liberty Code of Ordinances Section 169.10 entitled, "Design Standards" sets forth certain design standards (applicable Ordinance language in italics and staff analysis in bold).

#### Requirements for All Districts.

- Building design shall be visually harmonious and compatible with the neighborhood character.
- Buildings located on property with double frontages shall have similar wall design facing both streets.
- Except for RS RD, R-MH and ID districts, color schemes shall be primarily based on earth tones. Earth tone colors include colors from the palette of browns, tans, greys,

greens, and red. Earth tone colors shall be flat or muted. Building trim and accent areas may feature non-earth tone and brighter colors. In any district, the use of high intensity colors, neon or fluorescent color and neon tubing is prohibited.

- Except in the R-MH district, a minimum roof pitch of 5:12 shall apply to gable, hip, or shed roofs and there shall be a minimum roof overhang at the eaves of 12 inches. This does not apply to portions of a roof that are separate from the structure's primary roof. Metal roofs shall not be corrugated or similar appearance. The color of the roof shall be visually harmonious and compatible with the building color scheme.

It is staff's opinion that the site plan achieves consistency with the aforementioned design standards.

## **6. Staff Recommendation:**

### **Findings:**

1. The townhouse dwelling use of the property would be consistent with the current RM-12 District and the Comprehensive Plan Future Land Use Map designation of Urban High Intensity; and
2. The site plan would achieve consistency with North Liberty Code of Ordinances Section 165.05(2) entitled, "Preliminary Site Plan Review", Section 168.07 entitled, "Uses Defined and Use Standards", and Section 169.10 entitled "Design Standards" and other Code of Ordinance requirements.

### **Recommendation:**

Staff recommends the Planning Commission accept the two listed findings and forward the request to approve a preliminary site plan for 44 townhouse units on approximately 5.31 acres to the City Council with a recommendation for approval.

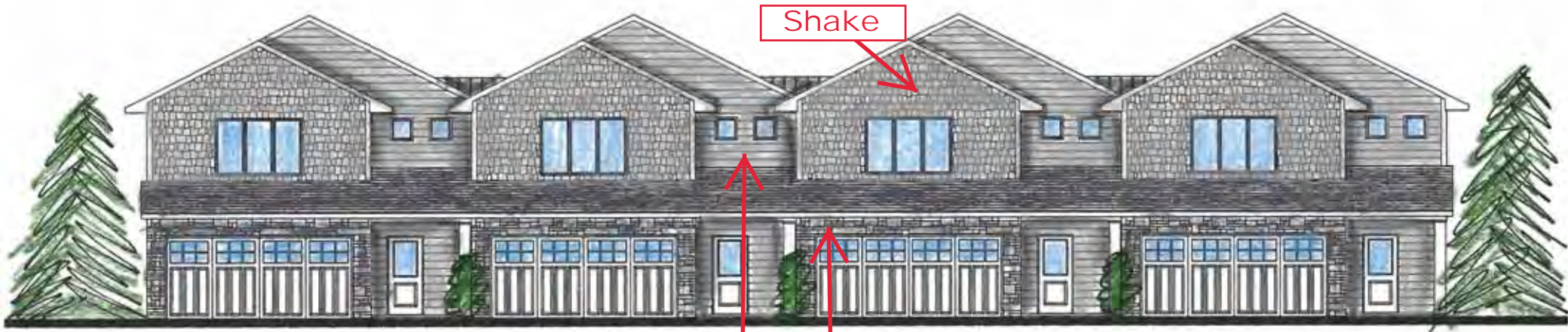
### **Suggested motion:**

I move that the Planning Commission accept the two listed findings and forward the preliminary site plan to the City Council with a recommendation for approval.







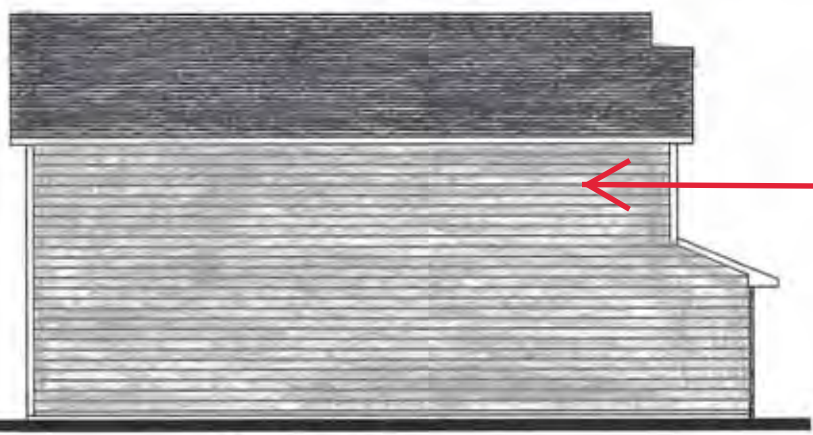


Shake

FRONT ELEVATION

Stone / Brick

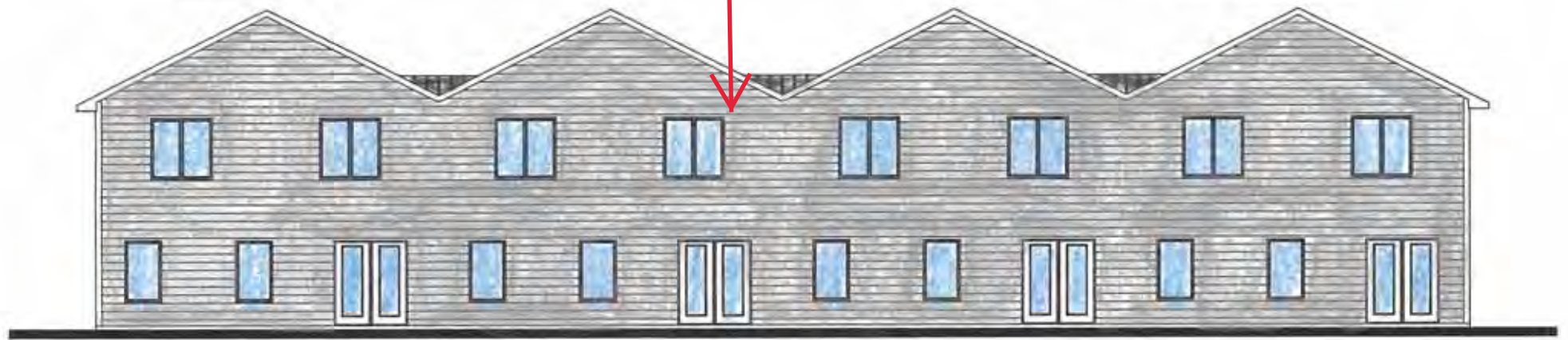
Siding



LEFT ELEVATION



RIGHT ELEVATION



REAR ELEVATION





FRONT ELEVATION

Brick / Stone

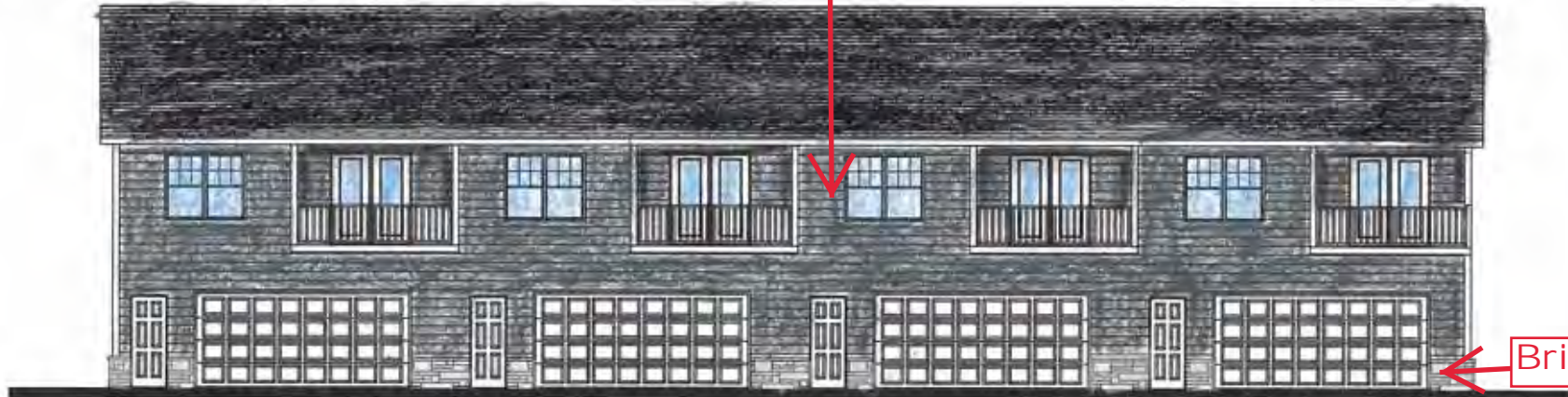


LEFT ELEVATION



RIGHT ELEVATION

Siding



REAR ELEVATION

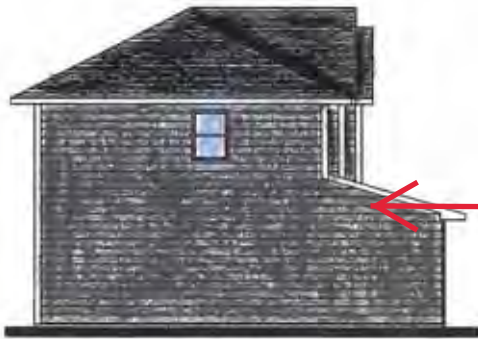
Brick / Stone





FRONT ELEVATION

Brick / Stone



LEFT ELEVATION



RIGHT ELEVATION

Siding



REAR ELEVATION

**Resolution No. 2023-46**

**RESOLUTION APPROVING THE PRELIMINARY SITE PLAN FOR WATER TOWER PLACE, LOT 5, NORTH LIBERTY, IOWA**

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

**WHEREAS**, the applicant, Dahnovan Holdings, and owner, MAJ Properties II, LLC, have filed with the City Clerk a preliminary site plan;

**WHEREAS**, the property is described as:

Lot 5, Water Tower Place, North Liberty, Johnson County, Iowa, said tract of land contains 5.31 acres;

**WHEREAS**, said preliminary site plan has two findings:

1. The townhouse dwelling use of the property would be consistent with the current RM-12 District and the Comprehensive Plan Future Land Use Map of Urban High Intensity;
2. The site plan would achieve consistency with North Liberty Code of Ordinances Section 165.05(2) entitled, "Preliminary Site Plan Review," Section 168.07 entitled "Uses Defined and Use Standards," and Section 169.10 entitled "Design Standards" and other Code of Ordinance requirements; and

**WHEREAS**, said preliminary site plan has been examined by the North Liberty Planning and Zoning Commission, which recommended that the preliminary site plan be approved no conditions.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of North Liberty, Iowa, does hereby approve the preliminary site plan for Water Tower Place, Lot 5, North Liberty, Iowa.

**APPROVED AND ADOPTED** this 25th day of April, 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



# **Solomons Entertainment District Preliminary Site Plan**



April 18, 2023

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

Re: Request of Pratt Real Estate Management, Inc. to approve a Preliminary Site Plan for two commercial buildings on approximately 6.28 acres. The property is located on the north side of West Penn Street approximately 350 feet west of North Jones Boulevard.

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its April 18, 2023 meeting. The Planning Commission took the following action:

**Findings:**

1. The commercial use of the property would be consistent with the current C-2-A District and the Comprehensive Plan Future Land Use Map designation of Urban High Intensity; and
2. The site plan would achieve consistency with North Liberty Code of Ordinances Section 165.05(2) entitled, "Preliminary Site Plan Review", and Section 169.10 entitled "Design Standards" and other Code of Ordinance requirements.

**Recommendation:**

The Planning Commission accepted the two listed findings and forwards the request to approve a preliminary site plan for a 34,359 square foot private recreation building and a 33,528 square foot restaurant/bowling alley on approximately 6.28 acres to the City Council with a recommendation for approval.

The vote for approval was 4-0.

Josey Bathke, Chairperson  
City of North Liberty Planning Commission





To **City of North Liberty Planning Commission**  
 From **Ryan Rusnak, AICP**  
 Date **April 14, 2023**  
 Re **Request of Pratt Real Estate Management, Inc. to approve a Preliminary Site Plan for two commercial buildings on approximately 6.28 acres. The property is located on the north side of West Penn Street approximately 350 feet west of North Jones Boulevard.**

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

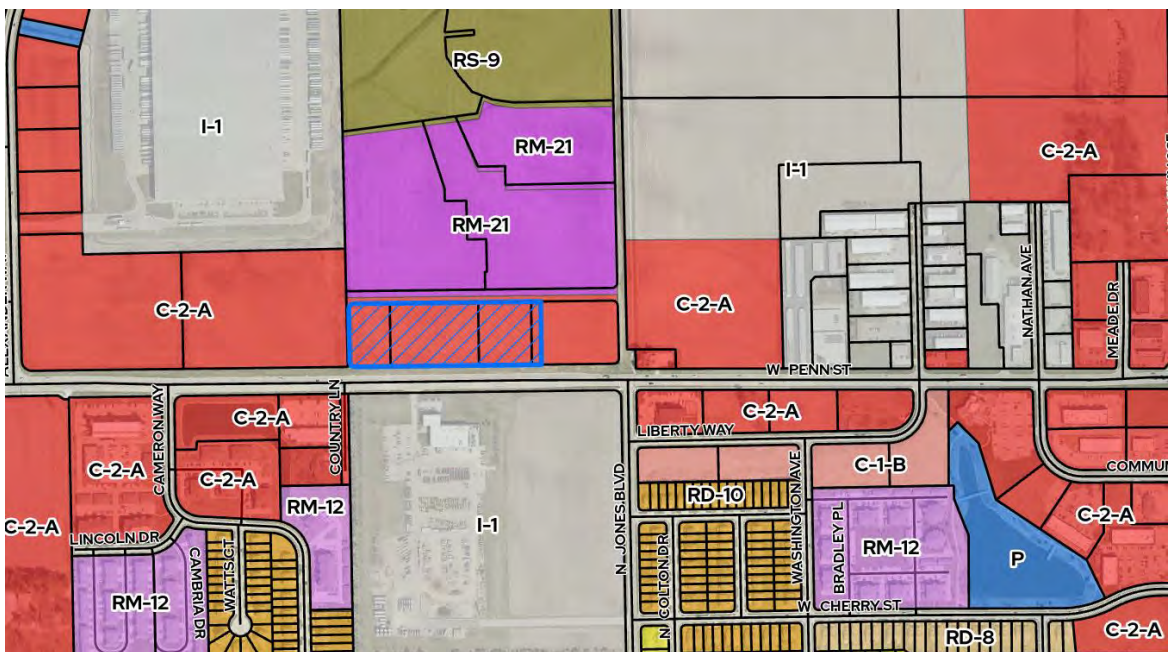
- Ryan Heiar, City Administrator
- Tracey Mulcahey, Assistant City Administrator
- Grant Lientz, City Attorney
- Tom Palmer, City Building Official
- Kevin Trom, City Engineer
- Ryan Rusnak, Planning Director

**1. Request Summary:**

The site plan proposes a 34,359 square foot private recreation building and a 33,528 square foot restaurant/bowling alley on approximately 6.28 acres.

**2. Existing Zoning:**

The property is currently zoned C-2-A Highway Commercial District. "Indoor Amusement Facility" and "Restaurant" are listed as permitted uses in the C-2-A District.



3. **Comprehensive Plan Future Land Use Map Designation:** Urban High Intensity. The RM-12 District is consistent with the Urban High Intensity Land Use Designation.



4. **Public Input:**

No public comments have been received.

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

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



- *The general drainage pattern and location of storm water detention features.* **Provided.**
- *The general location, type and size of landscaping and ground cover illustrated in color perspective.* **Provided.**
- *A rendering, elevation or photo of the proposed development.* **Provided.**

North Liberty Code of Ordinances Section 168.07 entitled, "Uses Defined and Use Standards" sets forth certain design standards (applicable Ordinance language in italics and staff analysis in bold).

Section 168.07(4)

- A. Defined. Indoor Amusement Facility means a facility for spectator and participatory uses conducted within an enclosed building, such as movie theaters, sports arenas, bowling alleys, tumbling centers, skating centers, roller rinks, escape room/physical adventure game facilities, and pool halls. An indoor amusement facility may include uses such as, but not limited to, concession stands, restaurants, and retail sales as ancillary uses. Indoor amusement facility does not include an adult entertainment establishment, live performance venues. or private recreational facilities.
- B. Use Standards. None.

Section 168.07(68)

- A. Defined. Restaurant means an establishment where food and drinks, including alcoholic beverages, are provided to the public for on-premises consumption by seated patrons and/or for carry-out service.
- B. Use Standards. None.

North Liberty Code of Ordinances Section 169.10 entitled, "Design Standards" sets forth certain design standards (applicable Ordinance language in italics and staff analysis in bold).

Requirements for All Districts.

- Building design shall be visually harmonious and compatible with the neighborhood character.
- Buildings located on property with double frontages shall have similar wall design facing both streets.
- Except for RS RD, R-MH and ID districts, color schemes shall be primarily based on earth tones. Earth tone colors include colors from the palette of browns, tans, greys, greens, and red. Earth tone colors shall be flat or muted. Building trim and accent areas may feature non-earth tone and brighter colors. In any district, the use of high intensity colors, neon or fluorescent color and neon tubing is prohibited.
- Except in the R-MH district, a minimum roof pitch of 5:12 shall apply to gable, hip, or shed roofs and there shall be a minimum roof overhang at the eaves of 12 inches. This does not apply to portions of a roof that are separate from the structure's primary roof. Metal roofs shall not be corrugated or similar appearance. The color of the roof shall be visually harmonious and compatible with the building color scheme.

It is staff's opinion that the site plan achieves consistency with the aforementioned design standards.

#### Requirements for Non-Residential and Commercial Districts

Requirements for Non-Residential (including mixed-use) Development in Residential Districts. The following requirements shall be observed for all non-residential development in the RS, RD, RM and ID districts:

- Minimum required masonry on front and corner side yard building elevations is 60%. Required masonry does not apply to accessory structures.
- For exterior walls not composed of masonry products, wall coverings shall be wood and/or vertical or horizontal grooved siding or lapped siding, or materials of similar appearance.

#### Requirements for Development in Commercial Districts.

Commercial zoning districts are intended to enhance public welfare by providing for safe, convenient, high quality pedestrian-oriented commercial centers that contribute to community identity as energetic and attractive focus points. Through development and redevelopment within these districts, the city recognizes the importance of creating high quality development areas to the quality of life for residents of the city, the impact quality development has on the image of the community, and the need to provide restrictions and guidelines to enhance visual appearance and functionality. The objectives addressed through these regulations include the following:

- Design. To achieve appealing aesthetic design through high quality architecture and construction, with attention to placement, relationship, and orientation of structures and amenities to provide both internal cohesiveness and compatibility with surrounding uses.
- Walkability. To achieve overall development patterns that encourage walking and reduce dependence on the automobile to travel from one business to another, and so reduces the dominance of the automobile within the development.
- Human-scale Activity. To achieve a sense of place by emphasizing pedestrian interaction with commercial uses rather than sprawling automobile-dominated designs, both in building architecture and public or private outdoor areas.
- Compatible Uses. To achieve the right blend of uses, compact and well-designed, that complement each other and provide cohesive overall developments.

It is staff's opinion that the site plan achieves consistency with the aforementioned design standards.

**Findings:**

1. The commercial use of the property would be consistent with the current C-2-A District and the Comprehensive Plan Future Land Use Map designation of Urban High Intensity; and
2. The site plan would achieve consistency with North Liberty Code of Ordinances Section 165.05(2) entitled, "Preliminary Site Plan Review", and Section 169.10 entitled "Design Standards" and other Code of Ordinance requirements.

**Recommendation:**

Staff recommends the Planning Commission accept the two listed findings and forward the request to approve a preliminary site plan for a 34,359 square foot private recreation building and a 33,528 square foot restaurant/bowling alley on approximately 6.28 acres to the City Council with a recommendation for approval.

**Suggested motion:**

I move that the Planning Commission accept the two listed findings and forward the preliminary site plan to the City Council with a recommendation for approval.





# SOLOMONS LANDING



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# SOLOMONS LANDING PIZZA RANCH | BOWLDOGS





# SOLOMONS LANDING PIZZA RANCH | BOWLDOGS





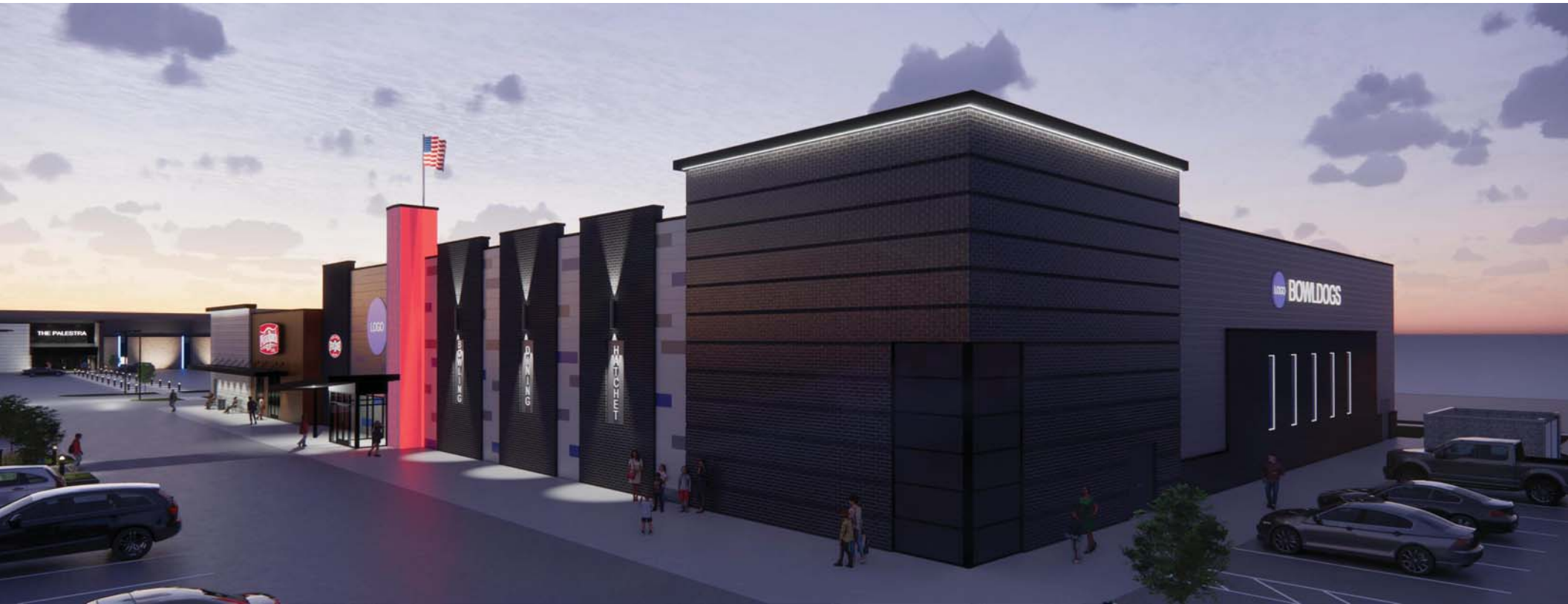
# SOLOMONS LANDING PIZZA RANCH | BOWLDOGS



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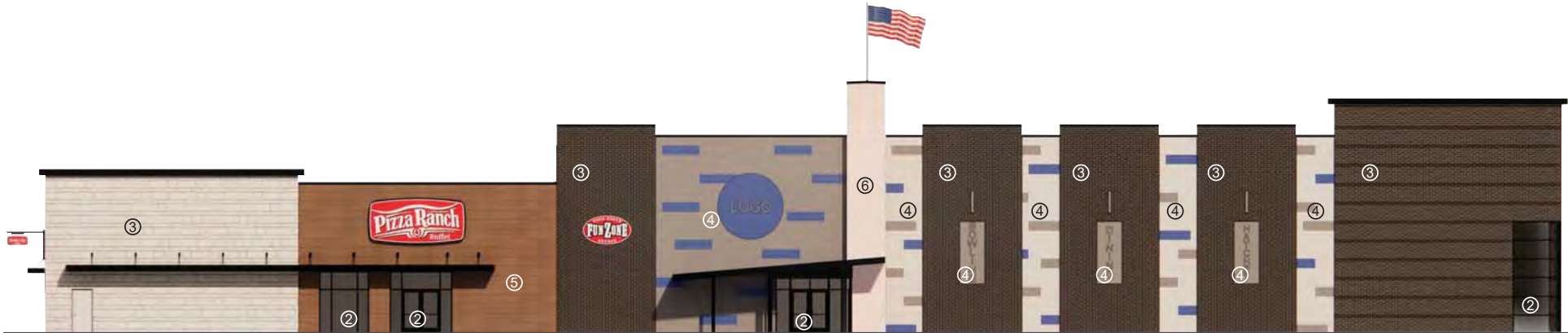


# SOLOMONS LANDING PIZZA RANCH | BOWLDOGS





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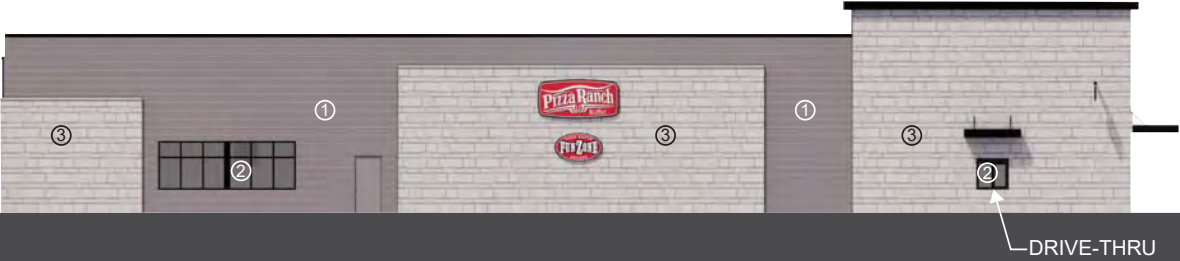
SOUTH ELEVATION



① ARCHITECTURAL MTL. PANELS	
② GLAZING - BLACK ANODIZED	6%
③ MASONRY (BRICK & STONE)	57%
④ NICHIIHA (COMMERCIAL FIBER CEMENT)	23%
⑤ WOOD GRAIN NICHIIHA (COMMERCIAL FIBER CEMENT)	11%
⑥ INTERNALLY LIT COLOR CHANGING TOWER	3%

GLAZING + MASONRY  
6% + 57% = 63%

# SOLOMONS LANDING PIZZA RANCH | BOWLDOGS



WEST ELEVATION



- ① ARCHITECTURAL MTL. PANELS 36%
- ② GLAZING - BLACK ANODIZED 3%
- ③ MASONRY (BRICK & STONE) 61%
- ④ NICHIHA (COMMERCIAL FIBER CEMENT)
- ⑤ WOOD GRAIN NICHIHA (COMMERCIAL FIBER CEMENT)
- ⑥ INTERNALLY LIT COLOR CHANGING TOWER

GLAZING + MASONRY  
3% + 61% = 64%

# SOLOMONS LANDING PIZZA RANCH | BOWLDOGS



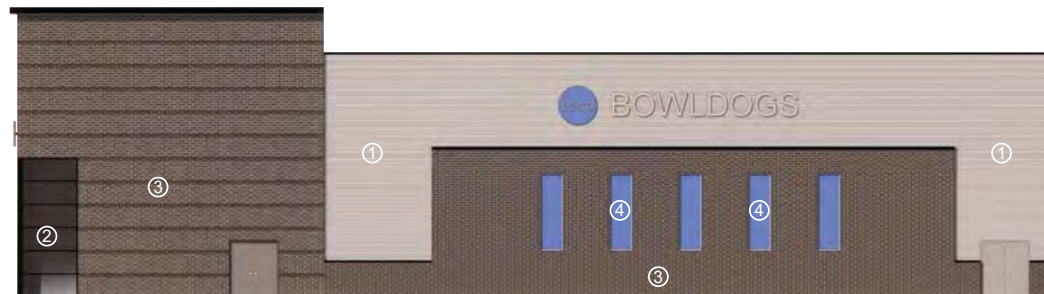
NORTH ELEVATION



- ① ARCHITECTURAL MTL. PANELS 39%
- ② GLAZING - BLACK ANODIZED
- ③ MASONRY (BRICK & STONE) 62%
- ④ NICHIIHA (COMMERCIAL FIBER CEMENT)
- ⑤ WOOD GRAIN NICHIIHA (COMMERCIAL FIBER CEMENT)
- ⑥ INTERNALLY LIT COLOR CHANGING TOWER

GLAZING + MASONRY  
0% + 62% = 62%

# SOLOMONS LANDING PIZZA RANCH | BOWLDOGS



## EAST ELEVATION



①	ARCHITECTURAL MTL. PANELS	35%
②	GLAZING - BLACK ANODIZED	3%
③	MASONRY (BRICK & STONE)	58%
④	NICHIHA (COMMERCIAL FIBER CEMENT)	3%
⑤	WOOD GRAIN NICHIHA (COMMERCIAL FIBER CEMENT)	
⑥	INTERNALLY LIT COLOR CHANGING TOWER	

GLAZING + MASONRY  
3% + 58% = 61%



# SOLOMONS LANDING THE PALESTRA



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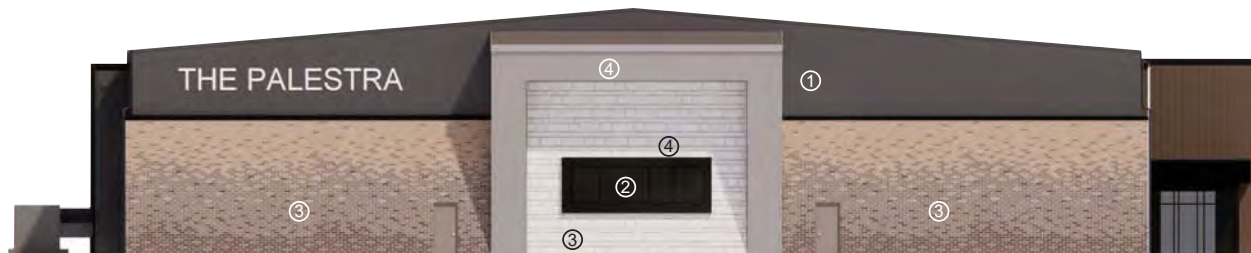
# SOLOMONS LANDING THE PALESTRA



①	PEMB PANELS	24%
②	GLAZING - BLACK ANODIZED	18%
③	MASONRY (BRICK & STONE)	56%
④	NICHIHA (COMMERCIAL FIBER CEMENT)	1%
⑤	ALUMINUM COMPOSITE PANELS	1%

GLAZING + MASONRY  
18% + 56% = 74%

# SOLOMONS LANDING THE PALESTRA



## SOUTH ELEVATION



①	PEMB PANELS	27%
②	GLAZING - BLACK ANODIZED	2%
③	MASONRY (BRICK & STONE)	58%
④	NICHIHA (COMMERCIAL FIBER CEMENT)	13%
⑤	ALUMINUM COMPOSITE PANELS	

GLAZING + MASONRY  
2% + 58% = 60%

# SOLOMONS LANDING THE PALESTRA



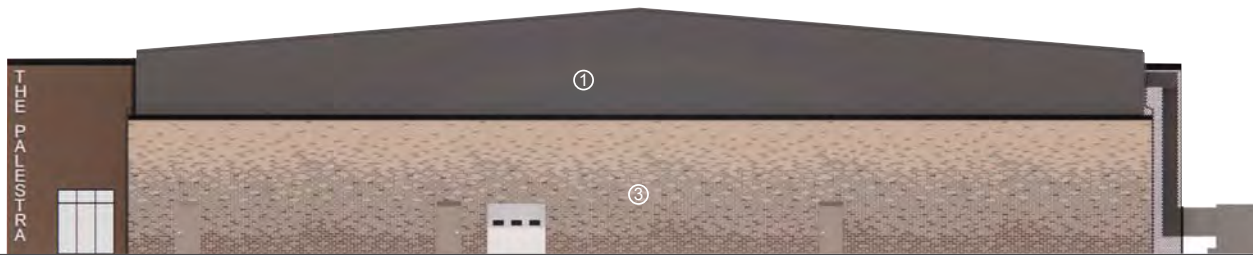
WEST ELEVATION



①	PEMB PANELS	32%
②	GLAZING - BLACK ANODIZED	
③	MASONRY (BRICK & STONE)	68%
④	NICHIHA (COMMERCIAL FIBER CEMENT)	
⑤	ALUMINUM COMPOSITE PANELS	

GLAZING + MASONRY  
0% + 68% = 68%

# SOLOMONS LANDING THE PALESTRA



NORTH ELEVATION



①	PEMB PANELS	38%	
②	GLAZING - BLACK ANODIZED		
③	MASONRY (BRICK & STONE)	62%	
④	NICHIHA (COMMERCIAL FIBER CEMENT)		
⑤	ALUMINUM COMPOSITE PANELS		

GLAZING + MASONRY  
0% + 62% = 62%

**Resolution No. 2023-47**

**RESOLUTION APPROVING THE PRELIMINARY SITE PLAN FOR SOLOMONS ENTERTAINMENT DISTRICT, LOTS 1 AND 2, NORTH LIBERTY, IOWA**

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

**WHEREAS**, the owner and applicant, Pratt Real Estate Management, Inc., has filed with the City Clerk a preliminary site plan;

**WHEREAS**, the property is described as:

Lots 1 and 2 of Solomons Entertainment District, North Liberty, Iowa in accordance with the recorded plat thereof, containing 6.28 acres and subject to easements and restrictions of record;

**WHEREAS**, said preliminary site plan has two findings:

1. The commercial use of the property would be consistent with the current C-2-Q District and the Comprehensive Plan future Land Use map designation of Urban High Intensity;
2. The site plan would achieve consistency with North Liberty Code of Ordinances Section 165.05(2) entitled, "Preliminary Site Plan Review," and Section 169.10 entitled "Design Standards" and other Code of Ordinance requirements; and

**WHEREAS**, said preliminary site plan has been examined by the North Liberty Planning and Zoning Commission, which recommended that the preliminary site plan be approved no conditions.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of North Liberty, Iowa, does hereby approve the preliminary site plan for Solomons Entertainment District, Lots 1 and 2, North Liberty, Iowa.

**APPROVED AND ADOPTED** this 25th day of April, 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





# **Steindler Orthopedic Clinic Preliminary Plat**



April 18, 2023

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

Re: Request of Physician's Building Group, LLC to approve a Preliminary Subdivision Plat for a 2-lot subdivision on approximately 36.22 acres. The property is located on the west side of South Kansas Avenue approximately ¼ mile north of West Forevergreen Road.

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its April 18, 2023 meeting. The Planning Commission took the following action:

**Findings:**

1. The preliminary plat, which proposes commercial development, would achieve consistency with the Comprehensive Plan Future Land Map designation of Urban High Intensity; and
2. The preliminary plat would achieve consistency with Section 180.11(3)(A) and 180.12 of the North Liberty Code of Ordinances, which sets forth the preliminary subdivision plat submittal requirements and design standards, respectively.

**Recommendation:**

The Planning Commission accepted the listed finding and forwards the request of Physician's Building Group, LLC to approve a Preliminary Subdivision Plat for a 2-lot subdivision on approximately 36.22 acres to the City Council with a recommendation for approval.

The vote for approval was 4-0.

Josey Bathke, Chairperson  
City of North Liberty Planning Commission



To **City of North Liberty Planning Commission**  
 From **Ryan Rusnak, AICP**  
 Date **April 14, 2023**  
 Re **Request of Physician's Building Group, LLC to approve a Preliminary Subdivision Plat for a 2-lot subdivision on approximately 36.22 acres. The property is located on the west side of South Kansas Avenue approximately ¼ mile north of West Forevergreen Road.**

---

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

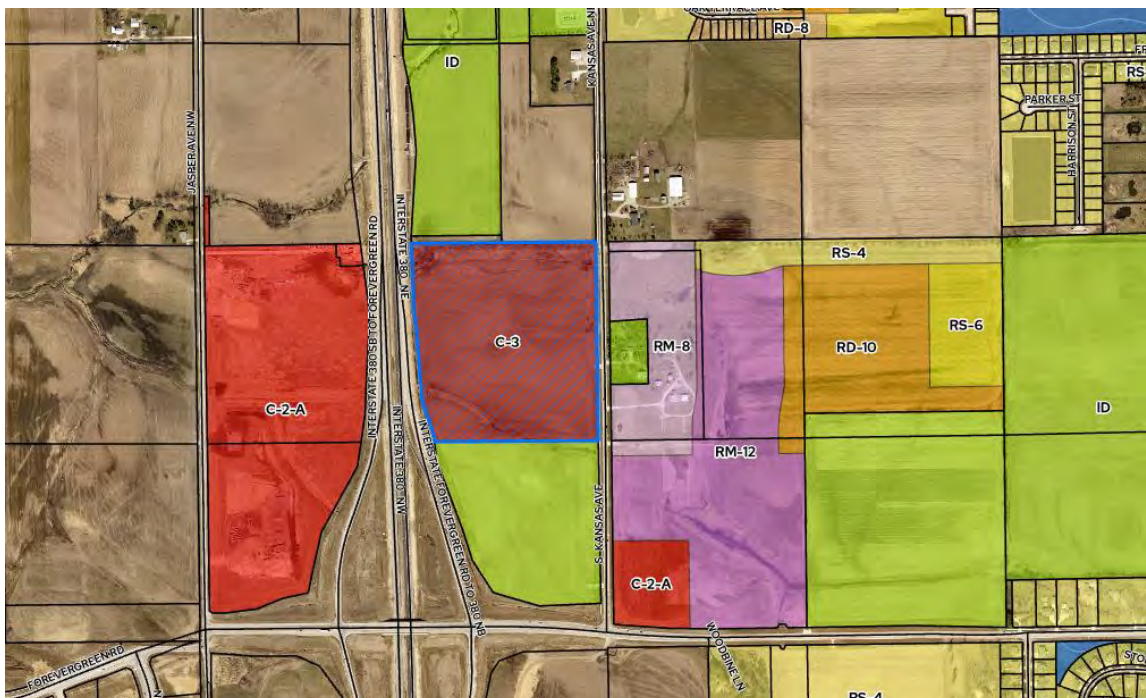
- Ryan Heiar, City Administrator
- Tracey Mulcahey, Assistant City Administrator
- Grant Lientz, City Attorney
- Tom Palmer, City Building Official
- Kevin Trom, City Engineer
- Ryan Rusnak, Planning Director

**1. Request Summary:**

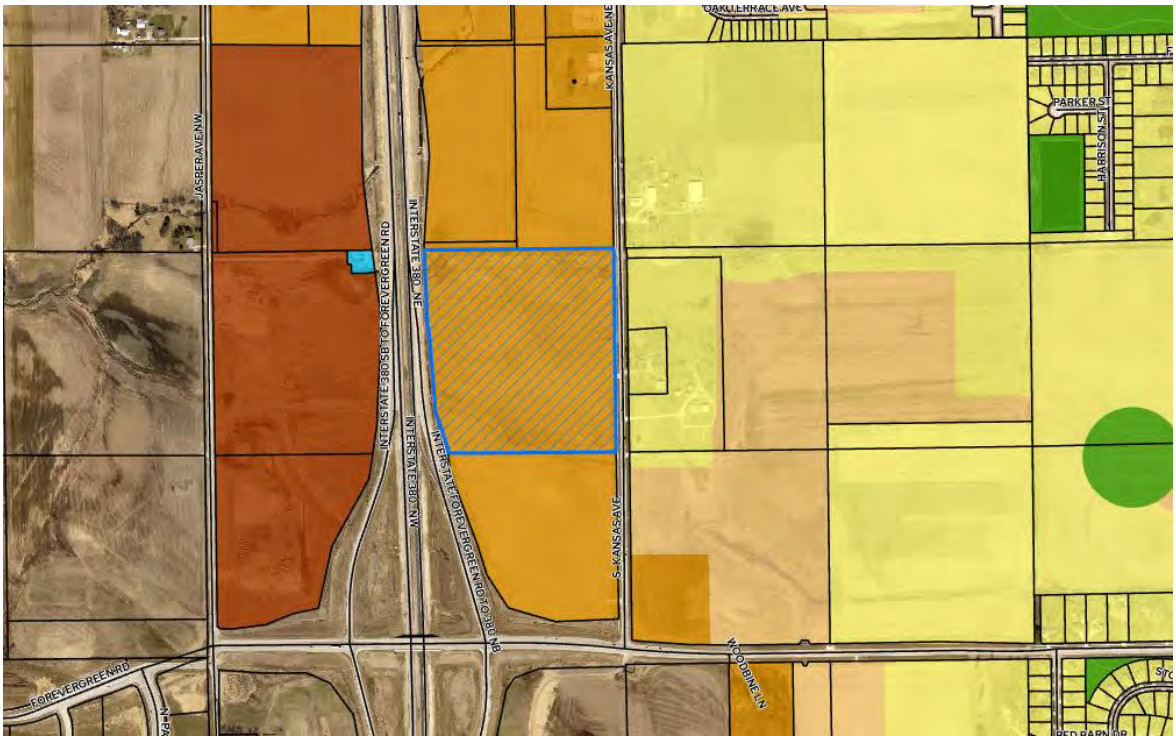
The Preliminary Plat proposes 2 lots and related infrastructure approximately 36.22 acres.

**2. Current Zoning:**

The property is currently zoned C-3 Higher Intensity Commercial District.



### 3. Comprehensive Plan Future Land Use Map Designation: Urban High Intensity.



The proposed preliminary plat would achieve consistency with the Future Land Use Map.

#### 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 objections to the request.

#### 5. Approval Standards:

Section 180.11(3)(A) of the North Liberty Code of Ordinances sets forth the preliminary subdivision plat submittal requirements and review (Ordinance language in *italics* and staff analysis in **bold**).

- 3. Preliminary Subdivision Plat Submittal Requirements and Review. The preliminary plat, in general, contains more information than the final plat, so that the subdivider and the City can ensure conformance with codes, master facility plans, and good planning and engineering practices. Though the preliminary plat is not recorded, it is approved by resolution of the City Council, and conditions for approval of the plat shall be addressed on any final plats of the same area.*

A. *Preliminary Plat Contents. The application shall include a preliminary plat of the subdivision drawn to a scale of one inch to one hundred feet minimum, and shall show:*

(1) *A location map to provide spatial reference, showing the outline of the area to be subdivided, existing streets and corporate limits in the vicinity, a north arrow and scale or note stating "not to scale," and other information that might help clarify where the plat is located as well as its surroundings and size relative to other City features;*

**This has been provided on the Preliminary Plat.**

(2) *Name of proposed subdivision and date;*

**This has been provided on the Preliminary Plat.**

(3) *Legal description and acreage;*

**This has been provided on the Preliminary Plat.**

(4) *Name and address of owner;*

**This has been provided on the Preliminary Plat.**

(5) *Names of the persons preparing the plat, owner's attorney, representative or agent, if any;*

**This has been provided on the Preliminary Plat.**

(6) *Existing and proposed zoning district classification of all land within the proposed subdivision and within about 200 feet of the subdivision;*

**Staff is not requiring this information on the Preliminary Plat.**

(7) *North point and graphic scale;*

**This has been provided on the Preliminary Plat.**

(8) *Contours at two-foot intervals or less, both existing and as generally proposed (subject to more refinement in subsequent construction plans);*

**This has been provided on the Preliminary Plat.**

(9) *Building setback lines as required by the current or proposed zoning district classifications;*

**This has been provided on the Preliminary Plat.**

(10) *The approximate boundaries of areas of known flood levels or floodplains, areas covered by water, wooded areas, floodways, and all open channel drainage ways;*

**This has been provided on the Preliminary Plat.**

*(11) Locations, names, and dimensions of existing lot lines, streets, public utilities, water mains, sewers, drainpipes, culverts, watercourses, bridges, railroads and buildings within in the proposed subdivision and within about 200 feet of the subdivision;*

**This has been provided on the Preliminary Plat.**

*(12) Layout of proposed blocks, if used, and lots, including the dimension of each lot, and the lot and block number in numerical order;*

**This has been provided on the Preliminary Plat.**

*(13) Layout and dimensions of proposed streets, sidewalks, trails, alleys, utility and other easements, parks and other open spaces or reserved areas;*

**This has been provided on the Preliminary Plat.**

*(14) Grades of proposed streets and alleys;*

**This has been provided on the Preliminary Plat.**

*(15) A cross-section of the proposed streets showing the roadway locations, the type of curb and gutter, the paving, and sidewalks to be installed;*

**This has been provided on the Preliminary Plat.**

*(16) The layout of proposed water mains and sanitary sewer systems;*

**This has been provided on the Preliminary Plat.**

*(17) The drainage of the land, including proposed storm sewers, ditches, culverts, bridges and other structures;*

**This has been provided on the Preliminary Plat.**

*(18) Stormwater management facilities when applicable;*

**This has been provided on the Preliminary Plat.**

*(19) A signed certificate of the Johnson County Auditor for the subdivision name;*

**This information has been provided.**

*(20) Other special details or features that may be proposed or required.*

**None required.**



## **6. Staff Recommendation:**

### **Findings:**

1. The preliminary plat, which proposes commercial development, would achieve consistency with the Comprehensive Plan Future Land Map designation of Urban High Intensity; and
2. The preliminary plat would achieve consistency with Section 180.11(3)(A) and 180.12 of the North Liberty Code of Ordinances, which sets forth the preliminary subdivision plat submittal requirements and design standards, respectively.

### **Recommendation:**

Staff recommends the Planning Commission accept the two listed findings and forward the request of Physician's Building Group, LLC to approve a Preliminary Subdivision Plat for a 2-lot subdivision on approximately 36.22 acres to the City Council with a recommendation for approval.

### **Suggested motion:**

I move that the Planning Commission accept the two listed findings and forward the Preliminary Subdivision Plat to the City Council with a recommendation for approval.

**OWNER/APPLICANT**

PHYSICIAN'S BUILDING GROUP, LLC / RDG PLANNING AND DESIGN  
 201 E WASHINGTON STREET STE. 201  
 IOWA CITY, IOWA 52240  
 (515) 282-3141  
 WDOWNING@RDGUSA.COM  
 ATTN: WILL DOWNING

**ENGINEER/SURVEYOR**

McCLURE ENGINEERING  
 1740 LININGER LANE  
 NORTH LIBERTY, IOWA 52317  
 (319) 531-7764  
 AFULLER@MCCLUREVISION.COM  
 ATTN: ALEC FULLER

**SITE LOCATION**

NE 1/4 NE 1/4, SEC. 22, T80N, R7W

**BULK REGULATIONS**

ZONING - C-3 - HIGHER DENSITY COMMERCIAL DISTRICT  
**C-3 BULK REGULATIONS:**  
 MINIMUM LOT AREA: 20,000 SF C-3  
 BUILDING HEIGHT: 75 FEET C-3  
 FRONT YARD SETBACK: 25 FEET C-3  
 SIDE YARD SETBACK: 10 FEET C-3  
 REAR YARD SETBACK: 25 FEET C-3

**FLOOD INFORMATION**

PANEL NUMBER: 19103C0160E  
 EFFECTIVE DATE: 2/16/2007  
 ZONE: ZONE X - AREA OF MINIMAL FLOOD HAZARD

**LEGAL DESCRIPTION**

(PER WARRANTY DEED FILED IN BOOK 6309, PAGE 438)

AUDITOR'S PARCEL 2021037 ACCORDING TO THE PLAT OF SURVEY RECORDED IN BOOK 85, PAGE 60, PLAT RECORDS OF JOHNSON COUNTY, IOWA

**SITE USAGE**

LOT 1 - FUTURE DEVELOPMENT  
 LOT 2 - FUTURE DEVELOPMENT

**ONE CALL UTILITY INFORMATION**

DESIGN INFORMATION REQUEST TICKET #: 552300882, 552300883, 552300884

CITY OF NORTH LIBERTY  
 CONTACT: TOM PALMER  
 PHONE #: 319-626-5736  
 EMAIL: TPALMER@NORTHLIBERTYIOWA.ORG

MIDAMERICAN - GAS  
 CONTACT: CARSON HEMPHILL  
 PHONE #: 319-341-4461  
 EMAIL: CRHEMPHILL@MIDAMERICAN.COM

IOWA DEPT. OF TRANSPORTATION  
 CONTACT: TIM ZEIMET  
 PHONE #: 319-626-2386  
 EMAIL: TIMOTHY.ZEIMET@DOT.IOWA.GOV

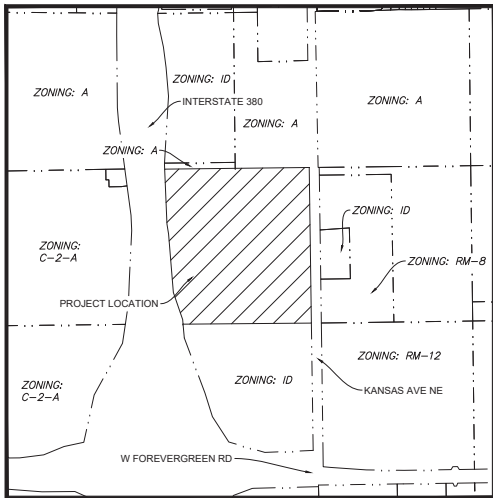
LINN COUNTY REC  
 CONTACT: JOHNA NUNEMAKER  
 PHONE #: 319-377-1587  
 EMAIL: NUNEMAKER@LINNCOUNTYREC.COM

SOUTH SLOPE TELEPHONE  
 CONTACT: BRIAN FRESE  
 PHONE #: 319-665-5328  
 EMAIL: BRIAN@SOUTHSLOPE.COM

**UTILITY WARNING**

THE UTILITIES DEPICTED ON THIS DOCUMENT HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR RECORDS OBTAINED. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES OR SUBSURFACE FEATURES SHOWN COMPRISE ALL SUCH ITEMS IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES OR SUBSURFACE FEATURES SHOWN ARE IN THE EXACT LOCATION INDICATED EXCEPT WHERE NOTED AS QUALITY LEVEL A.

# PRELIMINARY PLAT STEINDLER MEDICAL PARK MINOR SUBDIVISION NORTH LIBERTY, IOWA



**VICINITY MAP**

1" = 600'



1-800-292-9989  
 www.iowasonecall.com



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED 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.

ALEC FULLER  
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024 DATE: \_\_\_\_\_  
 PAGES OR SHEETS COVERED BY THIS SEAL: THREE SHEETS  
 DATE SURVEYED: 2/15/2023



ENGINEER: A. FULLER  
 SURVEYOR: W. GIERDING  
 DRAWING NO.: 202000009  
 SHEET NO.: 01/03  
 PROJECT: STEINDLER MEDICAL PARK  
 PRELIMINARY PLAT  
 NORTH LIBERTY, IOWA  
 JOHNSON COUNTY  
 202000009  
 2/04/2023



# EXISTING SURVEY LEGEND

## LINework

— — — — —	SANITARY SEWER	— — — — — 949 — — — — —	INTERMEDIATE CONTOUR
— — — — —	SANITARY SEWER FORCE MAIN	— — — — — 950 — — — — —	INDEX CONTOUR
— — — — —	STORM SEWER	— — — — — 949 — — — — —	PROPOSED INT. CONTOUR
— — — — —	WATER	— — — — — 950 — — — — —	PROPOSED IND. CONTOUR
— — — — —	UNDERGROUND ELECTRIC	— — — — —	PROPERTY LINE
— — — — —	OVERHEAD ELECTRIC	— — — — —	RIGHT OF WAY
— — — — —	UNDERGROUND COMMUNICATIONS	— — — — —	SECTION LINE
— — — — —	OVERHEAD COMMUNICATIONS	— — — — —	EASEMENT
— — — — —	UNDERGROUND TELEPHONE	— — — — —	GUARD RAIL
— — — — —	OVERHEAD TELEPHONE	— — — — —	FIELD FENCE
— — — — —	UNDERGROUND FIBER OPTIC	— — — — —	CHAIN LINK FENCE
— — — — —	OVERHEAD FIBER OPTIC	— — — — —	WOODEN FENCE
— — — — —	UNDERGROUND CABLE	— — — — —	AGRICULTURE LINE
— — — — —	OVERHEAD CABLE	— — — — —	EDGE OF TREES
— — — — —	GAS	— — — — —	ROAD CENTERLINE
— — — — —	TRAFFIC	— — — — —	WATERWAY FLOWLINE

## UTILITY QUALITY LEVELS:

UTILITY QUALITY LEVELS ARE BASED ON THE CIVASCE 38-02 STANDARD.

### UTILITY QUALITY LEVEL A:

PRECISE HORIZONTAL AND VERTICAL LOCATION OF UTILITIES OBTAINED BY THE ACTUAL EXPOSURE (OR VERIFICATION OF PREVIOUSLY EXPOSED AND SURVEYED UTILITIES) AND SUBSEQUENT MEASUREMENT OF SUBSURFACE UTILITIES

### UTILITY QUALITY LEVEL B:

INFORMATION OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE AND APPROXIMATE HORIZONTAL POSITION OF SUBSURFACE UTILITIES.

### UTILITY QUALITY LEVEL C:

INFORMATION OBTAINED BY SURVEYING AND PLOTTING VISIBLE ABOVE-GROUND UTILITY FEATURES AND BY USING PROFESSIONAL JUDGEMENT IN CORRELATING THIS INFORMATION TO QUALITY LEVEL D INFORMATION.

### UTILITY QUALITY LEVEL D:

INFORMATION DERIVED FROM EXISTING RECORDS OR ORAL RECOLLECTIONS.

ADDITIONALLY IN THE CASE OF MULTIPLE OWNERS OF THE SAME UTILITY TYPE SAID UTILITIES WILL BE ABBREVIATED WITH AN OWNER NUMBER (1, 2, 3, ETC) AND REFERENCED IN THE IOWA ONE CALL UTILITY INFORMATION SECTION.

## EXAMPLES:

— — — — — C1(B) — — — — —	UNDERGROUND COMMUNICATIONS- OWNER 1
— — — — — C2(B) — — — — —	UNDERGROUND COMMUNICATIONS- OWNER 2

## ABBREVIATIONS

CP	CONTROL POINT	CI	CAST IRON PIPE
BM	BENCHMARK	DI	DUCTILE IRON PIPE
R.O.W.	RIGHT-OF-WAY	CMP	CORRUGATED METAL PIPE
ASPH	ASPHALT	HDPE	HIGH-DENSITY POLYETHYLENE PIPE
PCC	CONCRETE	VCP	VITRIFIED CLAY PIPE
FL	FLOWLINE	PVC	POLYVINYL CHLORIDE PIPE
TYP	TYPICAL	RCP	REINFORCED CONCRETE PIPE
FND	FOUND	UNK	UNKNOWN
PUE	PUBLIC UTILITY EASEMENT	FF	FINISHED FLOOR

## AVIATION

	AVIATION GUIDANCE SIGN
	BEACON LIGHT
	MALS R LIGHT
	PAPI LIGHT
	REIL LIGHT
	RUNWAY MULTILIGHT W/BASE
	RUNWAY MULTILIGHT W/STAKE
	TAXIWAY LIGHT W/BASE
	TAXIWAY LIGHT W/STAKE
	TAXIWAY REFLECTOR
	WIND CONE
	WIND TEE

## ELECTRIC

	AIR CONDITIONING UNIT
	BREAKER BOX
	ELECTRIC MANHOLE
	ELECTRIC METER
	ELECTRIC PEDESTAL
	HEAT PUMP

## GAS

	GAS MARKER
	GAS METER
	GAS VALVE

## GENERAL SITE FEATURES

	BOLLARD
	FLAGPOLE
	FLOOD LIGHT
	GUY WIRE
	MAILBOX
	SIGN- DOUBLE POST
	SIGN- SINGLE POST
	SOILBORE
	STREET LIGHT
	UTILITY POLE
	UTILITY POLE W/STREET LIGHT
	UNKNOWN MANHOLE

## MONUMENTS

	BENCHMARK
	BENCHMARK (TEMPORARY)
	CONTROL POINT
	CUT X FOUND
	CUT X SET
	MONUMENT FOUND (FIRST TYPE)
	MONUMENT FOUND (SECOND TYPE)
	MONUMENT SET (FIRST TYPE)
	MONUMENT SET (SECOND TYPE)
	SECTION CORNER FOUND
	SECTION CORNER SET
	T POST
	WOODEN POST

## OIL

	OIL PIPELINE MARKER
--	---------------------

## RAILROAD

	MAINLINE MILE MARKER
	POINT OF SWITCH
	RAILROAD SIGNAL

## SANITARY SEWER

	SANITARY SEWER CLEANOUT
	SANITARY SEWER MANHOLE
	SEPTIC TANK LID

## STORM SEWER

	BEEHIVE INTAKE (SIZE VARIES)
	DOUBLE CURB INTAKE
	DOUBLE CURB INTAKE W/MANHOLE LEFT
	DOUBLE CURB INTAKE W/MANHOLE RIGHT
	DOUBLE CURB INTAKE W/MODIFIED MANHOLE
	DRAINAGE INTAKE
	FLARED END SECTION (SIZE VARIES)
	SINGLE CURB INTAKE
	SINGLE CURB INTAKE W/MANHOLE
	STAND PIPE
	STORM SEWER CLEANOUT
	STORM SEWER MANHOLE
	OPEN SIDED AREA INTAKE (SIZE VARIES)

## TELECOMMUNICATIONS

	COMPOSITE HANDHOLE
	FIBER OPTIC MARKER
	SATELLITE DISH
	TELEPHONE MANHOLE
	TELEPHONE PEDESTAL
	TV/CABLE BOX
	TV/CABLE MANHOLE
	TV/CABLE PEDESTAL

## TRAFFIC

	PEDESTRIAN SIGNAL
	SIGNAL CONTROL CABINET
	TRAFFIC BOX
	TRAFFIC HANDHOLE
	TRAFFIC MANHOLE
	TRAFFIC SIGNAL
	TRAFFIC SIGNAL W/STREET LIGHT

## VEGETATION

	CONIFEROUS TREE (SIZE VARIES)
	DECIDUOUS TREE (SIZE VARIES)
	SHRUB (SIZE VARIES)
	TREE STUMP (SIZE VARIES)

## WATER

	CURB STOP
	FIRE HYDRANT
	IRRIGATION VALVE
	MONITORING WELL
	POST INDICATOR VALVE
	SPRINKLER BOX
	WATER MANHOLE
	WATER MARKER
	WATER SPIGOT
	WATER VALVE
	WATER VALVE MANHOLE
	YARD HYDRANT



**Resolution No. 2023-48**

**RESOLUTION APPROVING THE PRELIMINARY PLAT FOR  
STEINDLER MEDICAL PARK MINOR SUBDIVISION, NORTH  
LIBERTY, IOWA**

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

**WHEREAS**, the owner, Physician's Building Group, LLC and applicant, RDG Planning and Design, have filed with the City Clerk a preliminary plat described in Exhibit A which is attached hereto;

**WHEREAS**, the property is legally described as:

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

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

**WHEREAS**, said preliminary plat has been examined by the North Liberty Planning and Zoning Commission which found:

1. The preliminary plat, which proposes commercial development, would achieve consistency with the Comprehensive Plan Future Land Use map designation, which is Urban High Intensity;
2. The preliminary plat, with conditions recommended by City staff, would achieve consistency with Section 180.11(3)(A) and 180.12 of the North Liberty Code of Ordinances, which sets forth the preliminary subdivision plat submittal requirements and design standards, respectively;

and did recommend that the preliminary plat described as Steindler Medical Park Minor Subdivision be approved with no conditions; and

**WHEREAS**, said preliminary plat are found to conform with Chapter 354 of the Code of Iowa and ordinances of the City of North Liberty.

**NOW, THEREFORE, BE IT RESOLVED** that the Preliminary Plat for Steindler Medical Park Minor Subdivision is approved.

**APPROVED AND ADOPTED** this 25th day of April, 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





# **Steindler Orthopedic Clinic Preliminary Site Plan**



April 18, 2023

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

Re: Request of Physician's Building Group, LLC to approve a Preliminary Site Plan for 82,894 square foot medical office on approximately 8.93 acres. The property is located on the west side of South Kansas Avenue approximately ¼ mile north of West Forevergreen Road.

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its April 18, 2023 meeting. The Planning Commission took the following action:

**Findings:**

1. The commercial use of the property would be consistent with the current C-3 District and the Comprehensive Plan Future Land Use Map designation of Urban High Intensity; and
2. The site plan would achieve consistency with North Liberty Code of Ordinances Section 165.05(2) entitled, "Preliminary Site Plan Review", and Section 169.10 entitled "Design Standards" and other Code of Ordinance requirements.

**Recommendation:**

The Planning Commission accepted the listed finding and forwards the request to approve a preliminary site plan for an 82,894 square foot medical office on approximately 8.93 acres. acres to the City Council with a recommendation for approval.

The vote for approval was 4-0.

Josey Bathke, Chairperson  
City of North Liberty Planning Commission



To **City of North Liberty Planning Commission**  
 From **Ryan Rusnak, AICP**  
 Date **April 14, 2023**  
 Re **Request of Physician's Building Group, LLC to approve a Preliminary Site Plan for an 82,894 square foot medical office on approximately 8.93 acres. The property is located on the west side of South Kansas Avenue approximately ¼ mile north of West Forevergreen Road.**

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

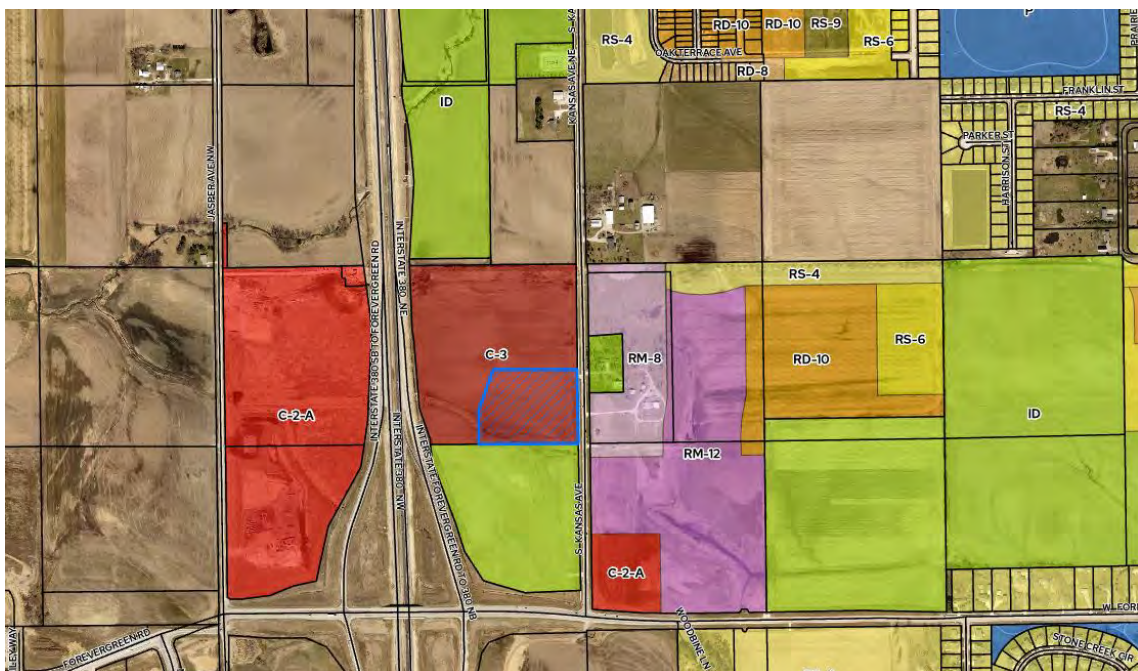
- Ryan Heiar, City Administrator
- Tracey Mulcahey, Assistant City Administrator
- Grant Lientz, City Attorney
- Tom Palmer, City Building Official
- Kevin Trom, City Engineer
- Ryan Rusnak, Planning Director

**1. Request Summary:**

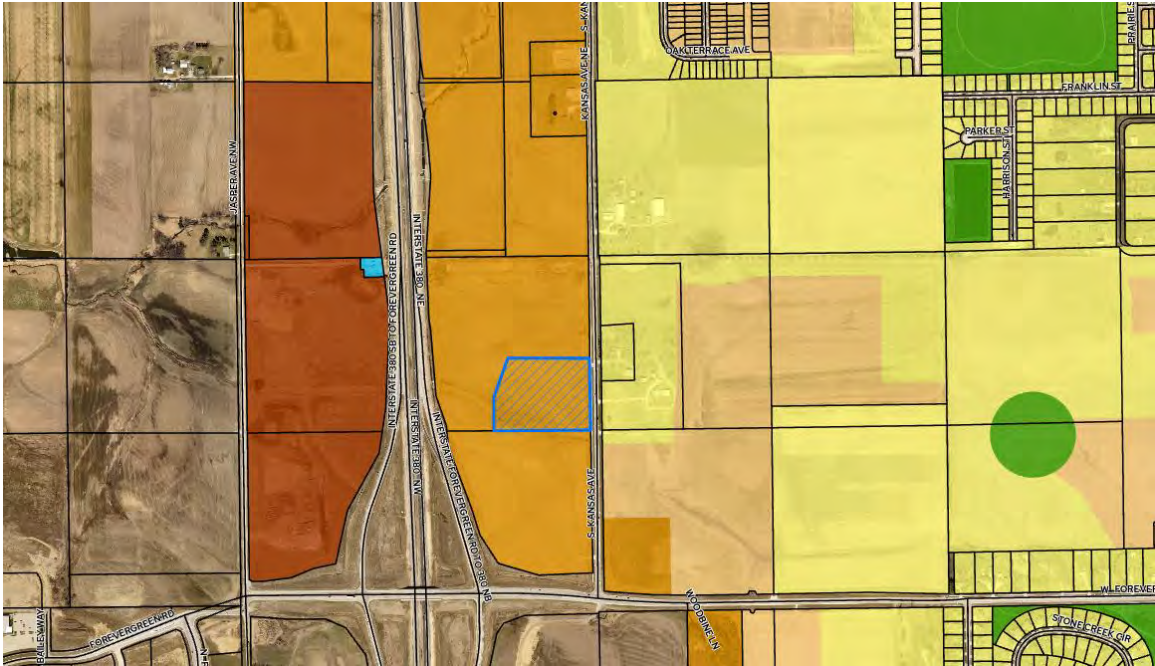
The site plan proposes an 82,894 square foot medical office on approximately 8.93 acres.

**2. Existing Zoning:**

The property is currently zoned C-3 Higher Intensity Commercial District. "Medical/Dental Office" is listed as a permitted uses in the C-3 District.



3. **Comprehensive Plan Future Land Use Map Designation:** Urban High Intensity. The C-3 District is consistent with the Urban High Intensity Land Use Designation.



4. **Public Input:**

No public comments have been received.

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

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

- *Trash and refuse enclosures.* **Provided.**
- *The general drainage pattern and location of storm water detention features.* **Provided.**
- *The general location, type and size of landscaping and ground cover illustrated in color perspective.* **Provided.**
- *A rendering, elevation or photo of the proposed development.* **Provided.**

North Liberty Code of Ordinances Section 168.07 entitled, "Uses Defined and Use Standards" sets forth certain design standards (applicable Ordinance language in italics and staff analysis in bold).

#### Section 168.07(54)

- A. Defined. Medical/dental office means a facility operated by one or more physicians, dentists, chiropractors, psychiatrists, physiotherapists, or other licensed practitioners of the healing arts for the examination and treatment of persons solely on an outpatient basis. Medical/dental offices also include alternative medicine clinics, such as acupuncture and holistic therapies, and physical therapy offices for physical rehabilitation.
- B. Use Standards. None.

North Liberty Code of Ordinances Section 169.10 entitled, "Design Standards" sets forth certain design standards (applicable Ordinance language in italics and staff analysis in bold).

#### Requirements for All Districts.

- Building design shall be visually harmonious and compatible with the neighborhood character.
- Buildings located on property with double frontages shall have similar wall design facing both streets.
- Except for RS RD, R-MH and ID districts, color schemes shall be primarily based on earth tones. Earth tone colors include colors from the palette of browns, tans, greys, greens, and red. Earth tone colors shall be flat or muted. Building trim and accent areas may feature non-earth tone and brighter colors. In any district, the use of high intensity colors, neon or fluorescent color and neon tubing is prohibited.
- Except in the R-MH district, a minimum roof pitch of 5:12 shall apply to gable, hip, or shed roofs and there shall be a minimum roof overhang at the eaves of 12 inches. This does not apply to portions of a roof that are separate from the structure's primary roof. Metal roofs shall not be corrugated or similar appearance. The color of the roof shall be visually harmonious and compatible with the building color scheme.

It is staff's opinion that the site plan achieves consistency with the aforementioned design standards.

### Requirements for Non-Residential and Commercial Districts

Requirements for Non-Residential (including mixed-use) Development in Residential Districts. The following requirements shall be observed for all non-residential development in the RS, RD, RM and ID districts:

- Minimum required masonry on front and corner side yard building elevations is 60%. Required masonry does not apply to accessory structures.
- For exterior walls not composed of masonry products, wall coverings shall be wood and/or vertical or horizontal grooved siding or lapped siding, or materials of similar appearance.

### Requirements for Development in Commercial Districts.

Commercial zoning districts are intended to enhance public welfare by providing for safe, convenient, high quality pedestrian-oriented commercial centers that contribute to community identity as energetic and attractive focus points. Through development and redevelopment within these districts, the city recognizes the importance of creating high quality development areas to the quality of life for residents of the city, the impact quality development has on the image of the community, and the need to provide restrictions and guidelines to enhance visual appearance and functionality. The objectives addressed through these regulations include the following:

- **Design.** To achieve appealing aesthetic design through high quality architecture and construction, with attention to placement, relationship, and orientation of structures and amenities to provide both internal cohesiveness and compatibility with surrounding uses.
- **Walkability.** To achieve overall development patterns that encourage walking and reduce dependence on the automobile to travel from one business to another, and so reduces the dominance of the automobile within the development.
- **Human-scale Activity.** To achieve a sense of place by emphasizing pedestrian interaction with commercial uses rather than sprawling automobile-dominated designs, both in building architecture and public or private outdoor areas.
- **Compatible Uses.** To achieve the right blend of uses, compact and well-designed, that complement each other and provide cohesive overall developments.

It is staff's opinion that the site plan achieves consistency with the aforementioned design standards.



**Findings:**

1. The commercial use of the property would be consistent with the current C-3 District and the Comprehensive Plan Future Land Use Map designation of Urban High Intensity; and
2. The site plan would achieve consistency with North Liberty Code of Ordinances Section 165.05(2) entitled, "Preliminary Site Plan Review", and Section 169.10 entitled "Design Standards" and other Code of Ordinance requirements.

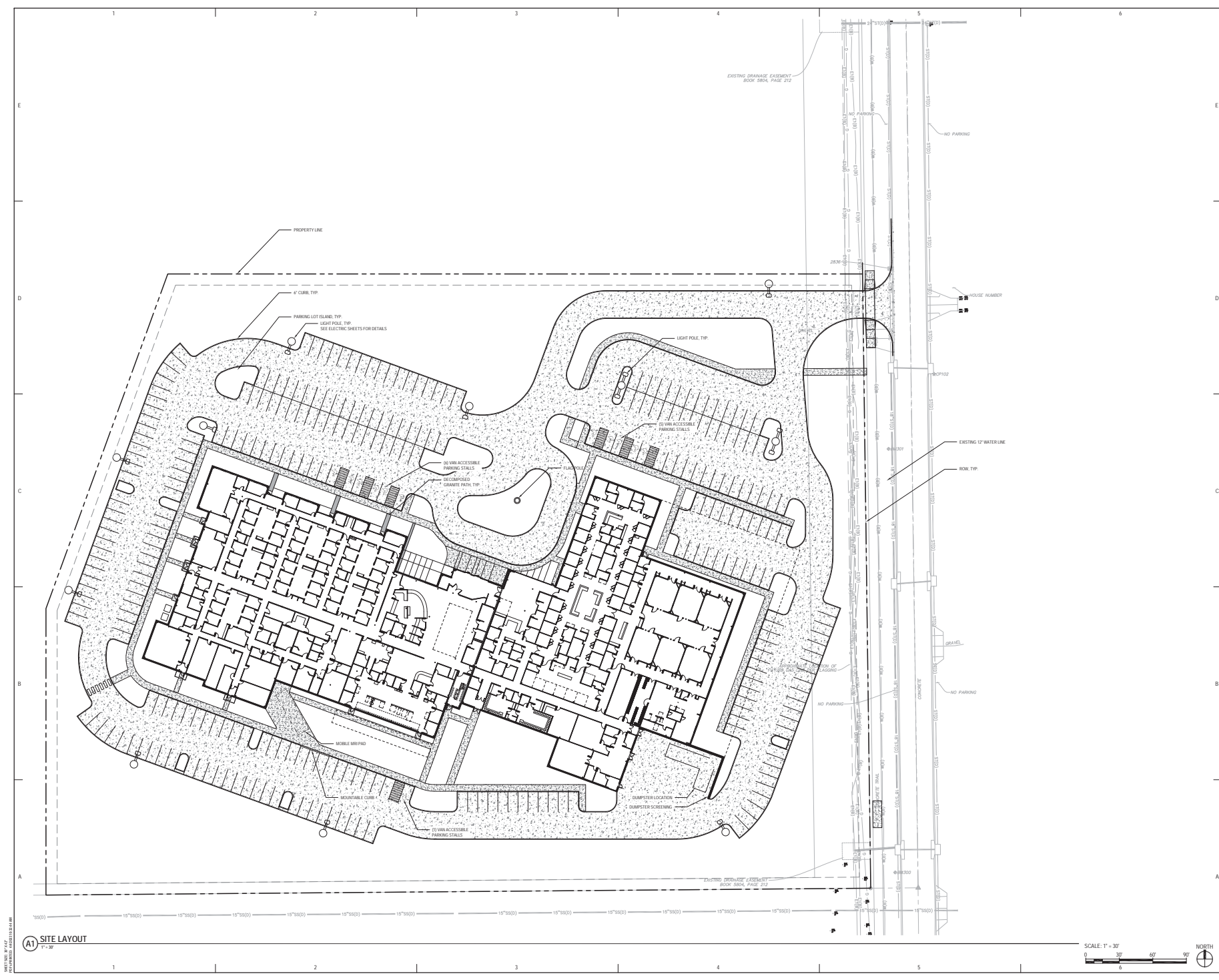
**Recommendation:**

Staff recommends the Planning Commission accept the two listed findings and forward the request to approve a preliminary site plan for an 82,894 square foot medical office on approximately 8.93 acres to the City Council with a recommendation for approval.

**Suggested motion:**

I move that the Planning Commission accept the two listed findings and forward the preliminary site plan to the City Council with a recommendation for approval.





**A1 SITE LAYOUT**  
1"=30'

SCALE: 1" = 30'  
0 30 60 90  
NORTH

STEINDLER ORTHOPEDIC CLINIC AND ASC  
NOT FOR CONSTRUCTION  
CITY SITE PLAN SUBMITTAL

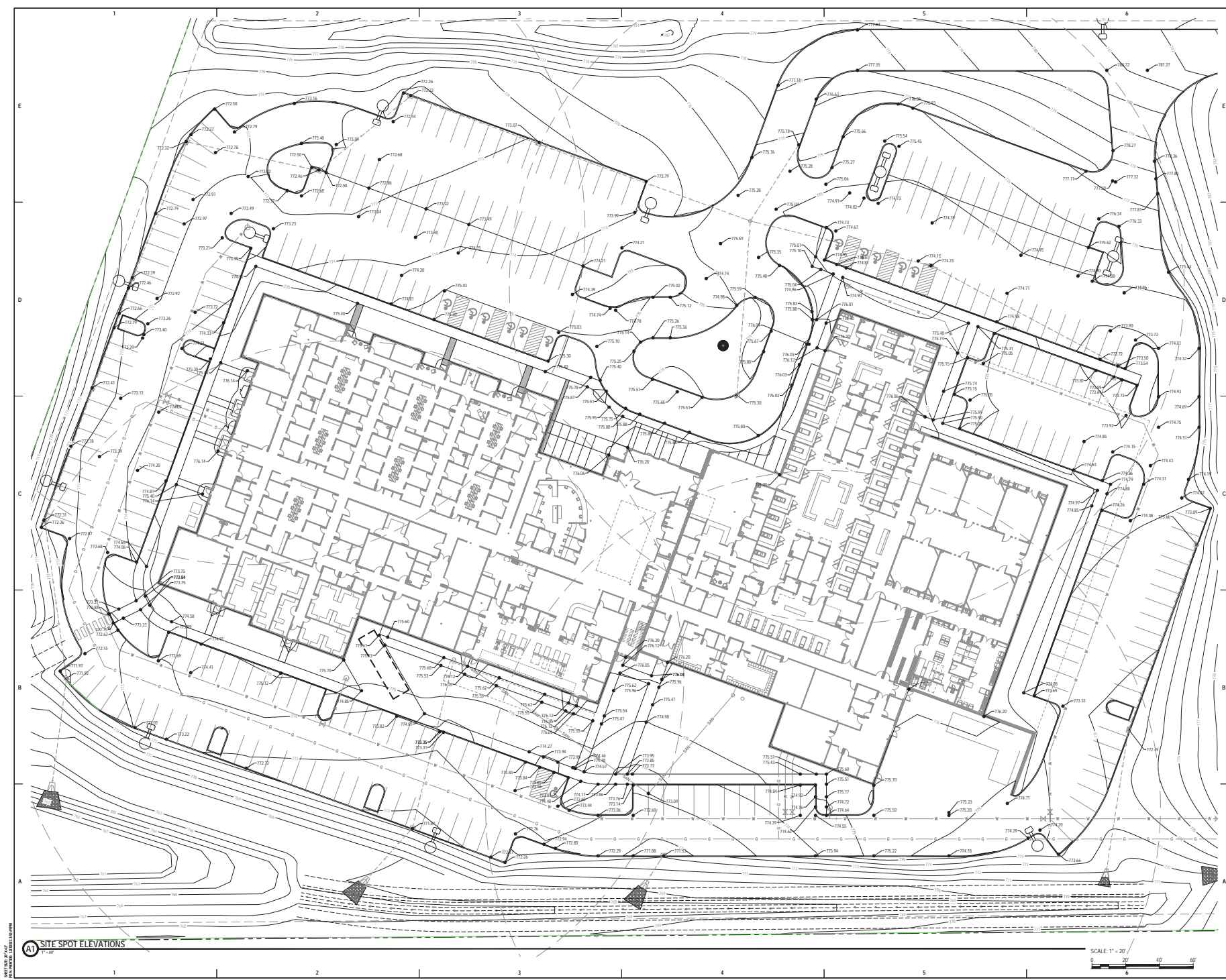
<p><b>RDG</b> PLANNING &amp; DESIGN</p>	
<p><b>ARCHITECT</b> RDG Planning &amp; Design 1001 North Liberty, IA Phone: 515.281.1111 Fax: 515.281.1112</p>	<p><b>INTERIORS</b> RDG Planning &amp; Design 1001 North Liberty, IA Phone: 515.281.1111 Fax: 515.281.1112</p>
<p><b>MECH/ELEC/PLUMB/TELECOM</b> RDG Planning &amp; Design 1001 North Liberty, IA Phone: 515.281.1111 Fax: 515.281.1112</p>	<p><b>STRUCTURAL</b> RDG Planning &amp; Design 1001 North Liberty, IA Phone: 515.281.1111 Fax: 515.281.1112</p>
<p><b>CIVIL</b> RDG Planning &amp; Design 1001 North Liberty, IA Phone: 515.281.1111 Fax: 515.281.1112</p>	<p><b>AS/EQUIP/PLUMB</b> RDG Planning &amp; Design 1001 North Liberty, IA Phone: 515.281.1111 Fax: 515.281.1112</p>
<p><b>CIVIL/LANDSCAPE</b> RDG Planning &amp; Design 1001 North Liberty, IA Phone: 515.281.1111 Fax: 515.281.1112</p>	<p><b>CONSTRUCTION/MGR</b> RDG Planning &amp; Design 1001 North Liberty, IA Phone: 515.281.1111 Fax: 515.281.1112</p>

NORTH LIBERTY, IA

STEINDLER ORTHOPEDIC CLINIC AND SURGERY CENTER

SITE LAYOUT PLAN  
L02.01A





**A1 SITE SPOT ELEVATIONS**

SCALE: 1" = 20'  
 0 20' 40' 60'

**STEINDLER ORTHOPEDIC CLINIC AND ASC**

**NOT FOR CONSTRUCTION**

**CITY SITE PLAN SUBMITTAL**

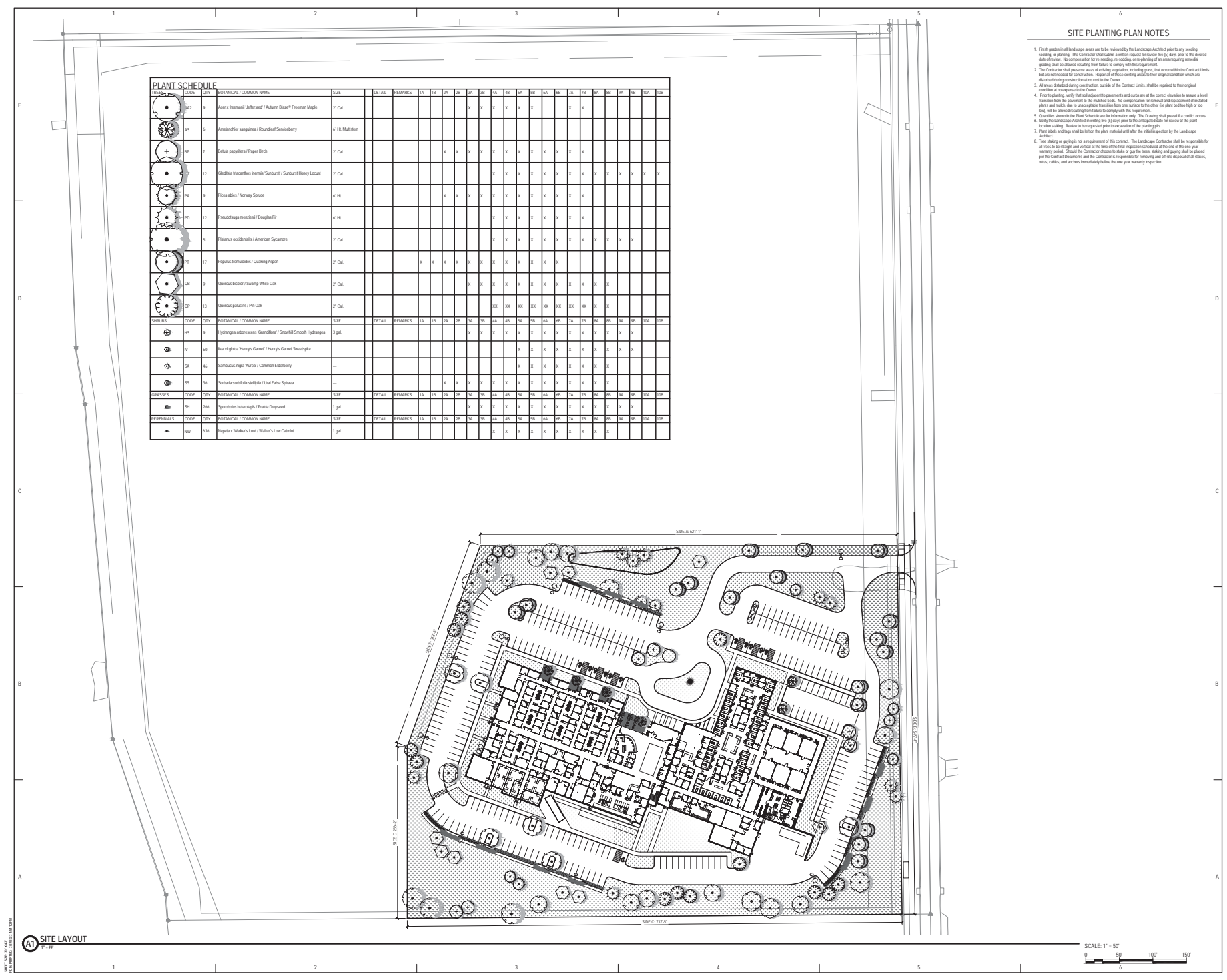
<b>ARCHITECT</b> INTERIORS 801 West 10th Street North Liberty, IA 52317 Phone: 515.333.1111 Fax: 515.333.1112		<b>STRUCTURAL</b> 801 West 10th Street North Liberty, IA 52317 Phone: 515.333.1111 Fax: 515.333.1112		<b>MECHANICAL/ELECTRICAL</b> 801 West 10th Street North Liberty, IA 52317 Phone: 515.333.1111 Fax: 515.333.1112	
<b>CONSTRUCTION MGR</b> 801 West 10th Street North Liberty, IA 52317 Phone: 515.333.1111 Fax: 515.333.1112		<b>AS E&amp;P PLUMBING</b> 801 West 10th Street North Liberty, IA 52317 Phone: 515.333.1111 Fax: 515.333.1112		<b>CIVIL</b> 801 West 10th Street North Liberty, IA 52317 Phone: 515.333.1111 Fax: 515.333.1112	
<b>CIVIL LANDSCAPE</b> 801 West 10th Street North Liberty, IA 52317 Phone: 515.333.1111 Fax: 515.333.1112					



NORTH LIBERTY, IA  
 STEINDLER ORTHOPEDIC CLINIC AND SURGERY CENTER

SITE  
 GRADING  
 PLAN

C03.04



PLANT SCHEDULE		BOTANICAL / COMMON NAME	SIZE	DETAIL	REMARKS	1A	1B	2A	2B	3A	3B	4A	4B	5A	5B	6A	6B	7A	7B	8A	8B	9A	9B	10A	10B
1	1	Acacia saligna / Silver Wattle	2' Cal.							X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
2	2	Amelanchier vernalis / Roundleaf Sanicloberry	6 Ht. Multistem							X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
3	3	Betula papyrifera / Paper Birch	2' Cal.							X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
4	4	Quercus bicolor / Northern Red Oak	2' Cal.							X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
5	5	Picea canadensis / Norway Spruce	6 Ht.							X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
6	6	Thuja occidentalis / Eastern Arborvitae	6 Ht.							X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
7	7	Populus tremuloides / Quaking Aspen	2' Cal.							X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
8	8	Quercus bicolor / Swamp White Oak	2' Cal.							X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
9	9	Quercus prinus / Pin Oak	2' Cal.							X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
SPERMATOPHYTES		CODE	CITY	BOTANICAL / COMMON NAME	SIZE	DETAIL	REMARKS	1A	1B	2A	2B	3A	3B	4A	4B	5A	5B	6A	6B	7A	7B	8A	8B	9A	9B
10	10	Hydrangea arborescens 'Grandiflora' / Smooth Hydrangea	1 gal.							X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
11	11	Hamamelis virginica / Witch Hazel	1 gal.							X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
12	12	Sambucus nigra / Common Elderberry	1 gal.							X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
13	13	Sorbus domestica / European Sorbus	1 gal.							X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
GRASSES		CODE	CITY	BOTANICAL / COMMON NAME	SIZE	DETAIL	REMARKS	1A	1B	2A	2B	3A	3B	4A	4B	5A	5B	6A	6B	7A	7B	8A	8B	9A	9B
14	14	Sporobolus heterostachyus / Prairie Dropseed	1 gal.							X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
PERENNIALS		CODE	CITY	BOTANICAL / COMMON NAME	SIZE	DETAIL	REMARKS	1A	1B	2A	2B	3A	3B	4A	4B	5A	5B	6A	6B	7A	7B	8A	8B	9A	9B
15	15	Heuchera 'Walton's Low' / Walton's Low Heuchera	1 gal.							X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

- ### SITE PLANTING PLAN NOTES
- Finish grades in all landscape areas are to be reviewed by the Landscape Architect prior to any grading, sodding, or planting. The Contractor shall submit a written request for review ten (10) days prior to the desired start of construction. No compensation for re-grading, re-sodding, or re-planting of any area requiring reworked grading shall be allowed resulting from failure to comply with this requirement.
  - The Contractor shall provide areas of suitable vegetation, including plants, that occur within the Contract Limits. All areas are to be established by the Contractor. All plant material shall be established during construction at no cost to the Owner.
  - All areas detailed during construction, outside of the Contract limits, shall be subject to their original condition at no expense to the Owner.
  - When planting, verify that soil nutrient availability and water use of the contract location to assess a best location from the government to the matched bank. No compensation for removal and replacement of included plants and materials due to unacceptable conditions from one species to another for plant hardiness or soil level, will be allowed resulting from failure to comply with this requirement.
  - Quantities shown in the Plant Schedule are for information only. The Contractor shall provide a contract record.
  - Notify the Landscape Architect in writing ten (10) days prior to the anticipated date for removal of the plant material on-site. Review the requested plan to the satisfaction of the Landscape Architect.
  - Plant stock and tags shall be left on the plant material until after the final inspection by the Landscape Architect.
  - Once sodding or grading is not a requirement of the contract, the Landscape Contractor shall be responsible for all trees to be planted and watered at the time of that inspection scheduled at the end of the one year warranty period. Should the Contractor choose to take or give the trees, sodding and grading shall be placed per the Contract Documents and the Contractor is responsible for removing and all site disposal of all stumps, wires, cables, and anchors immediately before the one year warranty inspection.

CITY SITE PLAN SUBMITTAL

NOT FOR CONSTRUCTION

STEINDLER ORTHOPEDIC CLINIC AND ASC

NORTH LIBERTY, IA

STEINDLER ORTHOPEDIC CLINIC AND SURGERY CENTER

ARCHITECT

RDG Planning & Design

1000 North Liberty, IA 52571

Phone: 515.281.1111

INTERIORS

RDG Planning & Design

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Phone: 515.281.1111

STRUCTURAL

RDG Planning & Design

1000 North Liberty, IA 52571

Phone: 515.281.1111

Mechanical/Plumbing/Electrical

RDG Planning & Design

1000 North Liberty, IA 52571

Phone: 515.281.1111

CIVIL

RDG Planning & Design

1000 North Liberty, IA 52571

Phone: 515.281.1111

AS EARTHWORK

RDG Planning & Design

1000 North Liberty, IA 52571

Phone: 515.281.1111

CONSTRUCTION MGR

RDG Planning & Design

1000 North Liberty, IA 52571

Phone: 515.281.1111

SITE PLANTING PLAN

L04.01



**(D4)** NORTHWEST AXONOMETRIC VIEW  
1/12" = 1'-0"



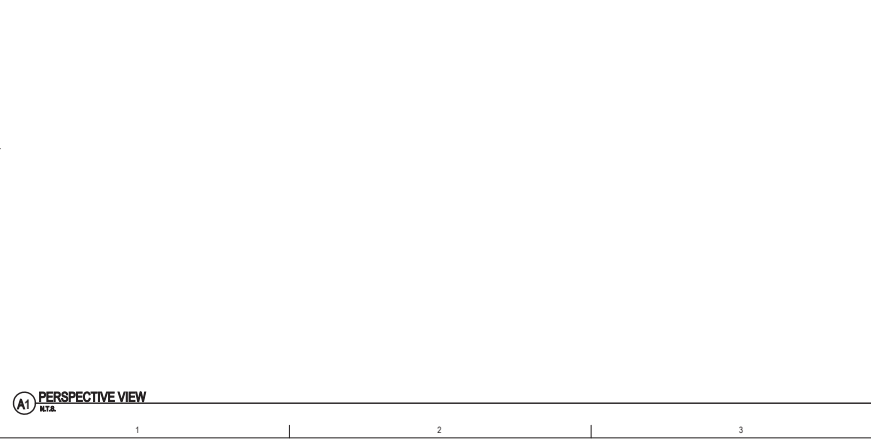
**(D1)** NORTHEAST AXONOMETRIC VIEW  
1/12" = 1'-0"



**(B1)** SOUTHWEST AXONOMETRIC VIEW  
1/12" = 1'-0"



**(B5)** SOUTHEAST AXONOMETRIC VIEW  
1/12" = 1'-0"



**(A1)** PERSPECTIVE VIEW  
NTA

STEINDLER ORTHOPEDIC CLINIC AND ASC

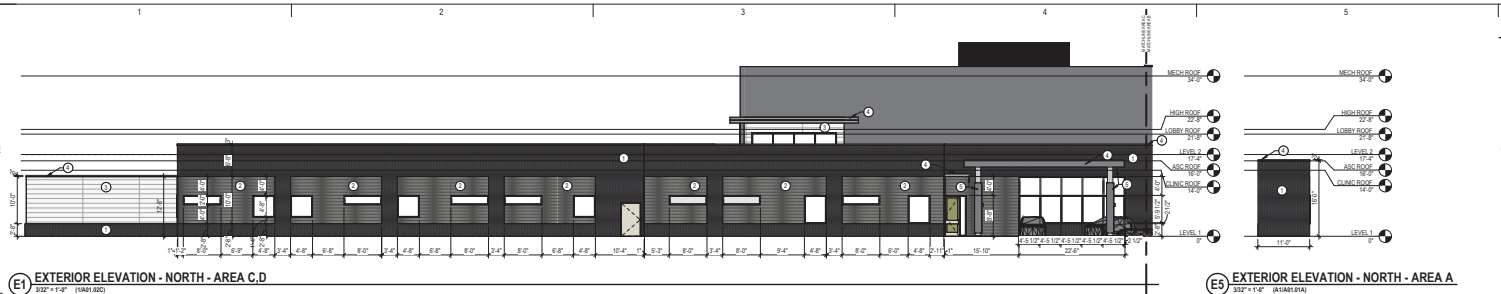
CITY SITE PLAN SUBMITTAL

NOT FOR CONSTRUCTION

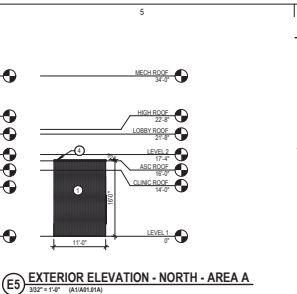
<p>RDG PLANNING • DESIGN</p>	<p><b>ARCHITECT</b> RDG Planning &amp; Design, Inc. 10100 Oldham Road, Suite 200 North Liberty, IA 52591 Phone: 563.281.5141</p> <p><b>INTERIORS</b> RDG Planning &amp; Design, Inc. 10100 Oldham Road, Suite 200 North Liberty, IA 52591 Phone: 563.281.5141</p> <p><b>MECH/ELEC/PLUMB/TELECOM</b> RDG Planning &amp; Design, Inc. 10100 Oldham Road, Suite 200 North Liberty, IA 52591 Phone: 563.281.5141</p> <p><b>STRUCTURAL</b> RDG Planning &amp; Design, Inc. 10100 Oldham Road, Suite 200 North Liberty, IA 52591 Phone: 563.281.5141</p> <p><b>CIVIL</b> RDG Planning &amp; Design, Inc. 10100 Oldham Road, Suite 200 North Liberty, IA 52591 Phone: 563.281.5141</p> <p><b>A-5: EQUIP PLUNG</b> RDG Planning &amp; Design, Inc. 10100 Oldham Road, Suite 200 North Liberty, IA 52591 Phone: 563.281.5141</p> <p><b>CONSTRUCTION MGR</b> RDG Planning &amp; Design, Inc. 10100 Oldham Road, Suite 200 North Liberty, IA 52591 Phone: 563.281.5141</p> <p><b>CIVIL / LANDSCAPE</b> RDG Planning &amp; Design, Inc. 10100 Oldham Road, Suite 200 North Liberty, IA 52591 Phone: 563.281.5141</p>		
<p>NORTH LIBERTY, IA</p> <p>STEINDLER ORTHOPEDIC CLINIC AND SURGERY CENTER</p>			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;"> <p>RDG Planning &amp; Design 10100 Oldham Road, Suite 200 North Liberty, IA 52591 Phone: 563.281.5141</p> </td> <td style="width: 50%; text-align: center;"> <p>STEINDLER ORTHOPEDIC CLINIC AND ASC</p> <p>10100 Oldham Road, Suite 200 North Liberty, IA 52591 Phone: 563.281.5141</p> </td> </tr> </table>		<p>RDG Planning &amp; Design 10100 Oldham Road, Suite 200 North Liberty, IA 52591 Phone: 563.281.5141</p>	<p>STEINDLER ORTHOPEDIC CLINIC AND ASC</p> <p>10100 Oldham Road, Suite 200 North Liberty, IA 52591 Phone: 563.281.5141</p>
<p>RDG Planning &amp; Design 10100 Oldham Road, Suite 200 North Liberty, IA 52591 Phone: 563.281.5141</p>	<p>STEINDLER ORTHOPEDIC CLINIC AND ASC</p> <p>10100 Oldham Road, Suite 200 North Liberty, IA 52591 Phone: 563.281.5141</p>		
<p>AXON EXTERIOR ELEVATIONS</p>			
<p>A05.00A</p>			

DATE PLOTTED: 10/26/2023 10:11:17 AM





**E1** EXTERIOR ELEVATION - NORTH - AREA C.D.  
332' x 14' (A1A01.002)



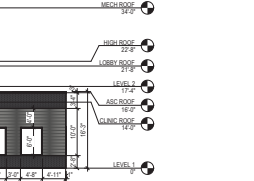
**E5** EXTERIOR ELEVATION - NORTH - AREA A  
332' x 14' (A1A01.014)

- KEYED EXTERIOR ELEVATION NOTES**
1. FIELD BRICK - BODY: GLEN-GARY, NORMAN SIZE, BRONZE VELOUR
  2. ACCENT BRICK - BODY: GLEN-GARY, MODULAR SIZE APRON WHITE SMOOTH
  3. COMPOSITE PANEL - BODY: NICHIA, LATURA V GRODDE, GRAY
  4. METAL FINISH & CARB. FIBER FINISH: KYMAR 900, BONE WHITE
  5. PHENOLIC PANEL - BODY: FINDERMAX, NT GR. LIGHT # 0181
  6. CORRUGATED METAL PANE - HORIZONTAL: BODY: BERRODGE, ZINC-COTE, KYMAR 900, SHERA WHITE
  7. CORRUGATED METAL PANE - VERTICAL: BODY: BERRODGE, ZINC-COTE, KYMAR 900, SHERA WHITE

- GENERAL EXTERIOR NOTES**
1. WINDOWS TO BE STORE FRONT WITH MULLION CLIP EXTENSION TO STAND PROUD OF BRICK WALL BY 1" - FACTORY FINISHED WHITE
  2. PHENOLIC PANELS ARE LOCATED UNDERSIDE OF ALL CANOPIES AND WRAP COLLARS AT MAIN CLINIC AND ASC ENTRANCE.

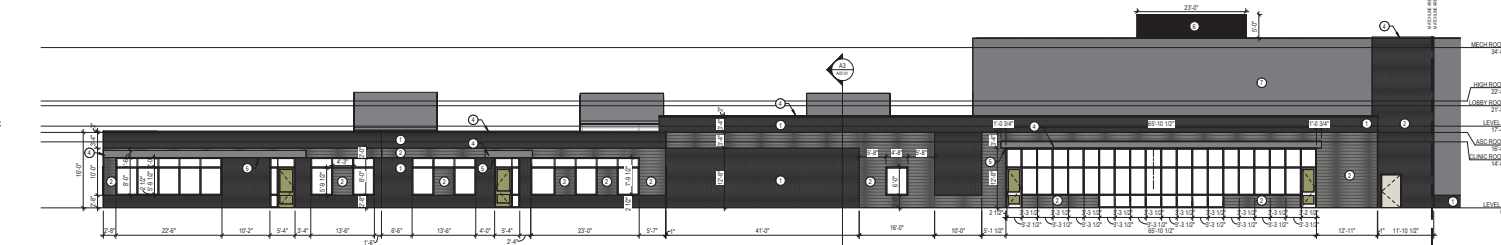


**D1** EXTERIOR ELEVATION - NORTH - AREA A.B.  
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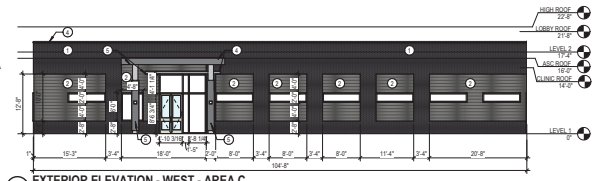


**C1** EXTERIOR ELEVATION - SOUTH - AREA A.B.  
332' x 14' (A1A01.018)

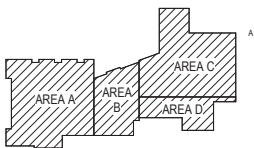
**C6** EXTERIOR ELEVATION - SOUTH - AREA A  
332' x 14' (A1A01.014)



**B2** EXTERIOR ELEVATION - SOUTH - AREA C.D.  
332' x 14' (A1A01.012)



**A1** EXTERIOR ELEVATION - WEST - AREA C  
332' x 14' (B1A01.010)



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STEINDLER ORTHOPEDIC CLINIC AND ASC

NORTH LIBERTY, IA

STEINDLER ORTHOPEDIC CLINIC AND SURGERY CENTER

EXTERIOR ELEVATIONS

A05.01

ARCHITECT: RDG... PLANNING & DESIGN

INTERIORS: INTERIORS

STRUCTURAL: STRUCTURAL

MECH/ELEC/PLUMB/TELECOM: MECH/ELEC/PLUMB/TELECOM

A.S.C. EQUIP PLUMB: A.S.C. EQUIP PLUMB

CONSTRUCTION MGR: CONSTRUCTION MGR

CIVIL/LANDSCAPE: CIVIL/LANDSCAPE



**KEYED EXTERIOR ELEVATION NOTES**

- 1 FIELD BRICK - BOD: GLENHARTY, NORMAN B&B, ESCENTE VELOUR
- 2 ACCENT BRICK - BOD: GLENHARTY, MODULAR SIZE ASPEN WHITE SMOOTH
- 3 COMPOSITE PANEL - BOD: NICHOLA, LATURA V. GRODDE, GRAY
- 4 METAL FASCIA CAP - BOD: FRESTONE, KYNAR SILK SONG WHITE
- 5 PHENOLIC PANEL - BOD: FLUNDERMAX, AT GR. LIGHT AF 0181
- 6 CORRUGATED METAL PANEL - HORIZONTAL - BOD: BERRIDGE, ZINC-COTE, KYNAR 500, SHASTA WHITE
- 7 CORRUGATED METAL PANEL - VERTICAL - BOD: BERRIDGE, ZINC-COTE, KYNAR 500, SHASTA WHITE

**GENERAL EXTERIOR NOTES**

1. WINDOWS TO BE STONE FRONT WITH MULLION/SLIP EXTENSION TO STAND PROUD OF BRICK WALL BY 1" - FACTORY FINISHED WHITE
2. PHENOLIC PANELS ARE LOCATED INSIDE OF ALL CHANGES AND WRAP COLUMNS AT MAIN CLINIC AND ASC ENTRANCE

CITY SITE PLAN SUBMITTAL

NOT FOR CONSTRUCTION

STEINDLER ORTHOPEDIC CLINIC AND SURGERY CENTER

NORTH LIBERTY, IA

STEINDLER ORTHOPEDIC CLINIC AND SURGERY CENTER

A05.02

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CIVIL / LANDSCAPE  
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North Liberty, IA 52891  
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Fax: 563.281.1112

**Resolution No. 2023-49**

**RESOLUTION APPROVING THE PRELIMINARY SITE  
PLAN FOR STEINDLER MEDICAL PARK SUBDIVISION,  
LOT 1, NORTH LIBERTY, IOWA**

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

**WHEREAS**, the owner and applicant, Physician's Building Group, LLC, has filed with the City Clerk a preliminary site plan;

**WHEREAS**, the property is described as:

Lot 1, Steindler Medical Park Subdivision, North Liberty, Johnson County, Iowa, said tract of land contains 8.93 acres;

**WHEREAS**, said preliminary site plan has two findings:

1. The commercial use of the property would be consistent with the current C-3 District and the Comprehensive Plan Future Land Use Map designation of Urban High Intensity;
2. The site plan would achieve consistency with North Liberty Code of Ordinances Section 165.05(2) entitled, "Preliminary Site Plan Review," and Section 169.10 entitled "Design Standards" and other Code of Ordinance requirements; and

**WHEREAS**, said preliminary site plan has been examined by the North Liberty Planning and Zoning Commission, which recommended that the preliminary site plan be approved no conditions.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of North Liberty, Iowa, does hereby approve the preliminary site plan for Steindler Medical Park Subdivision, North Liberty, Iowa.

**APPROVED AND ADOPTED** this 25th day of April, 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



# **Modern Horizons, LLC Zoning Map Amendment**



April 18, 2023

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

Re: Request of Modern Horizons, LLC for a zoning map amendment (rezoning) on 9.83 acres of property located on the east side of Scales Bend Road approximately 170 feet south of Fox Run Drive. The rezoning would be from ID Interim Development to RS-4 PAD Single-Unit Residence District Planned Area Development. The purpose of the request is to redevelop the property as an age restricted community (55+) with single-unit residences and a clubhouse/common area on one lot.

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its April 18, 2023 meeting. The Planning Commission took the following action:

**Findings:**

1. The rezoning request from ID Interim Development to RS-4 PAD Single-Unit Residence Planned Area Development would achieve consistency with the approval standards enumerated in Section 165.09 of the Zoning Code; and
2. The site plan would achieve consistency with North Liberty Code of Ordinances Section 165.05(2) entitled, "Preliminary Site Plan Review", and other Code of Ordinance requirements.

**Recommendation:**

The Planning Commission accepted the two listed findings and forwards the request for zoning map amendment (rezoning) from ID Interim Development to RS-4 PAD Single-Unit Residence Planned Area Development on approximately 9.83 acres to the City Council with a recommendation for approval.

The vote for approval was 4-0.

Josey Bathke, Chairperson  
City of North Liberty Planning Commission





To **City of North Liberty Planning Commission**  
From **Ryan Rusnak, AICP**  
Date **April 14, 2023**  
Re **Request of Modern Horizons, LLC for a zoning map amendment (rezoning) on 9.83 acres of property located on the east side of Scales Bend Road approximately 170 feet south of Fox Run Drive. The rezoning would be from ID Interim Development to RS-4 PAD Single-Unit Residence District Planned Area Development. The purpose of the request is to redevelop the property as an age restricted community (55+) with single-unit residences and a clubhouse/common area on one lot.**

---

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:**

The request proposes to redevelop the property with 34 single-unit residences and a clubhouse/common area on lot. The residential density of the proposed development would be 3.45 units/acre before right-of-way dedication and 3.59 units/acre after right-of-way dedication.

**2. Current and Proposed Zoning:**

Current Zoning

ID Interim Development District. The ID District is intended to preserve existing agriculture and other non-intensive uses to prevent premature development and non-orderly encroachment of higher intensity urban uses, and to help guide urban growth into suitable areas.

Proposed Zoning

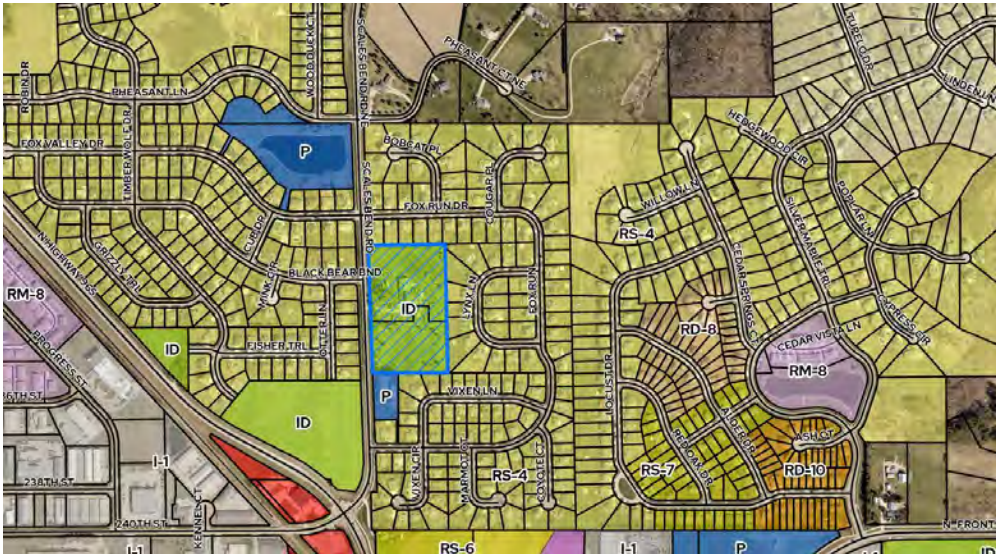
RS-4 PAD Single-Unit Residence District Planned Area Development.

RS-4 Single-Unit Residence District. The RS-4 District is intended to provide and maintain low-density single-unit residential neighborhoods. Limited non-residential uses that are compatible with the surrounding residential neighborhoods may be permitted in the RS-4 District. The RS-4 district requires a minimum lot area of 10,000 square feet, which equates to 4.356 units/acre.

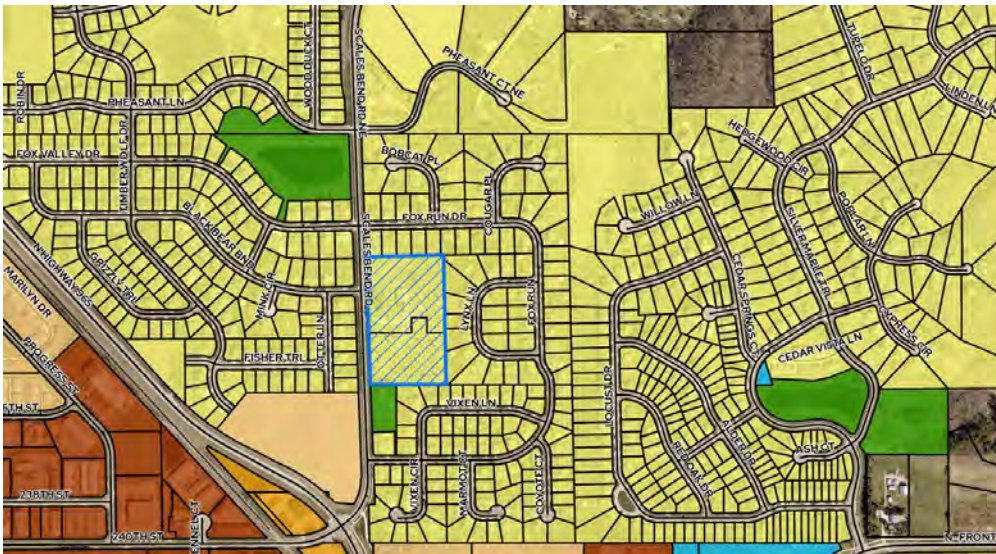
PAD Planned Area Development Overlay District. The PAD District is intended to encourage innovation and flexibility in planning the development of land so development is compatible with the site's physical and environmental characteristics. This district allows

for flexibility in district requirements. The Planned Area Development District provides an opportunity for the development of a mixture of uses and housing types in a coordinated manner. The intent of the underlying district shall guide the development. It is incumbent upon the person proposing the PAD to justify the project, and any variations from the underlying zone district.

A planned area development that will contain uses not permitted in the zoning district in which it is to be located will require a change of zoning and shall be accompanied by an application for a zoning amendment, except that any residential use shall be considered a permitted use and shall be governed by density, design and other requirements of the planned area development permit.



**3. Consistency with Comprehensive Plan:**  
Land Use Plan designation: Urban Low Intensity.



### Urban Low Intensity Description

An efficient, walkable pattern of lower-density development. Compared to denser areas, ULI has more space and separation of uses, with farther distances between destinations and fewer shared amenities. Low-intensity areas can include a horizontal mix of primarily residential and limited non-residential uses at compatible lower densities and scales.

### *Residential*

Emphasis on single-family detached and attached residential developments. Attached housing projects may primarily be at transition areas between arterial or collector streets, small scale commercial uses, and higher intensity districts.

### *Form and Features*

- » General aggregate development density of 3 to 8 units per acre. Lot sizes can vary within developments to provide different housing types.
- » A framework of streets and open space should create neighborhoods and multiple access points for all types of transportation.
- » Open spaces, streets, and trail connections integrate with the larger community.

## **Relevant Connected to Tomorrow Sections**

### **Section 2 Vision & Goals**

#### **Relevant Land Use Tomorrow Guiding Development Principles:**

- Promote diverse housing options for all life stages and abilities.
  - 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.

#### **Relevant Mobility for Tomorrow Goals and Guiding Development Principles:**

- Coordinate transportation and land use plans, focusing on critical connections illustrated in the land use plan.

#### **Relevant Inclusive Tomorrow Goals and Guiding Development Principles:**

- Encourage a variety of dwelling unit types, styles, sizes, and price points to satisfy the needs, desires, and income levels of all people and household sizes.
- Regulate the transitions of site intensity rather than the type of use to grow neighborhoods.

### **Section 3 Plan for Tomorrow**

#### **Relevant Development Principles:**

- Connect the city, neighborhoods, and sites with accessible mobility choices.
- Use urban services efficiently to proactively plan for growth and market demands.
- Promote diverse housing options for all life stages and abilities.



#### 4. Public Input:

A virtual good neighbor meeting was held on March 21, 2023. The meeting was very well attended with approximately 60 people outside of City staff and the applicant. There are letters in favor of the request and objecting to the request in the background material.

#### 5. Analysis of the Request

Figure 3.4 within Connected to Tomorrow was utilized to determine which zoning district would be compatible with the Future Land Use Map.

Figure 3.4: Land Use Compatibility

TRADITIONAL LAND USES	AGRICULTURE (AG)	URBAN RESERVE (UR)	URBAN LOW INTENSITY (ULI)	URBAN MEDIUM INTENSITY (UMI)	URBAN HIGH INTENSITY (UHI)	COMMERCIAL/ INDUSTRIAL FLEX (FLX)	PUBLIC AND SEMI PUBLIC (PUB)	PARK AND OPEN SPACE (P, OS)
Agriculture	●	●						○
Rural residential		●						
Low-density residential			●	○				
Medium-density residential			●	●	○			
High-density residential				●	●	○		
Rural commercial		●						
Neighborhood commercial			○	●	●	●		
Community commercial				○	●	●		
Regional commercial					○	●		
Low/medium intensity office			○	●	●	●		
High-intensity office				○	●	●		
Limited industrial		○				●		
Heavy industrial						○		
Parks and civic uses	●	●	●	●	●	○	●	●
Major public/civic facilities					○	○	●	○
Residential density range (du/A*)	≤40	≤40	3-8	7-14	14+	14+	NA	NA

● Permitted ○ Permitted with special review  
\*Dwelling Units per Acre

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 zoning would be compatible with the area.*

(c) The compatibility with established neighborhood character.

*It is staff's opinion that the proposed zoning 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 zoning 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.

*The ID District is intended to preserve existing agriculture and other non-intensive uses to prevent premature development and non-orderly encroachment of higher intensity urban uses, and to help guide urban growth into suitable areas. Staff is unaware of any active agricultural use on the property.*

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

*It is staff's opinion that the proposed zoning would not create any nonconformities.*

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

Generally, the plan depicts home sites as building envelopes, which surround a private street and has on-site stormwater retention. It also depicts a private clubhouse/common area. The applicants indicated that this would be an age restricted community (55+). Notably, this should not be a compelling consideration in approval of the request because the City would not enforce age restrictions.

As presented, this development would be similar to the Vintage Estates development on South Jones Boulevard.

- *Date, north arrow and graphic scale.* **Provided.**
- *The property owner's name and description of proposed development.* **Provided.**
- *A vicinity sketch showing the location of the property and other properties within 1,000 feet of it.* **Provided.**
- *Property boundary lines, dimensions, and total area.* **Provided.**
- *Contour lines at intervals of not more than five feet, City datum. If substantial topographic change is proposed, the existing topography shall be illustrated on a separate map and the proposed finished topography shown on the site plan.* **Provided.**
- *The location of existing streets, sidewalks, easements, utilities, drainage courses.* **Provided.**
- *The total square feet of building floor area, both individually and collectively.* **Provided.**
- *All structures and major features shall be fully dimensioned including distance between structures, distance between driveways, parking areas, property lines and building height.* **Provided.**

- *Off-street parking areas, ingress and egress to the property, number of parking spaces proposed, number of parking spaces required by this code and type of surfacing. **Provided.***
- *Pedestrian walkways with special consideration given to pedestrian safety. **Provided.***
- *Trash and refuse enclosures. **Provided.***
- *The general drainage pattern and location of storm water detention features. **Provided.***
- *The general location, type and size of landscaping and ground cover illustrated in color perspective. **Provided.***
- *A rendering, elevation or photo of the proposed development. **Provided.***

## **6. Additional Considerations:**

In 2022, the same persons submitted a rezoning on this property, which proposed 22 duplex units in 11 buildings and a four-story 48-unit independent living facility with a private common area. The proposed residential density was 7.12 units/acre before right-of-way dedication and 7.39 units/acre after right-of-way dedication.

The previous request was not able to move forward due to the adopted moratorium ordinance pertaining to consistency with the comprehensive plan. Subsequently, an application was submitted, which was not subject to the adopted moratorium ordinance due to a proposal with much less density.

### Compatibility of the request

The surrounding properties to east, north and west, across Scales Bend Road, are zoned RS-4 single-unit residence. The properties to the south are zoned RS-4 and P Public District.

Residential densities in the area:

Fox Run Part Four – 18 units on 6.17 acres. 2.92 units/acre. Smallest lot size 10,400 SF  
 Fox Run Part Five – 30 units on 16.03 acres. 1.87 units/acre. Smallest lot size 12,994 SF  
 Fox Run Part Seven – 20 units on 11.58 acres. 1.73 units/acre. Smallest lot size 16,353 SF  
 Fox Run Part Nine – 25 units on 12.68 acres. 1.97 units/acre. Smallest lot size 12,004 SF  
 Fox Run Part Thirteen – 24 units on 10.63 acres. 2.25 units/acre. Smallest lot size 11,900 SF





## **7. Staff Recommendation:**

### **Findings:**

1. The rezoning request from ID Interim Development to RS-4 PAD Single-Unit Residence Planned Area Development would achieve consistency with the approval standards enumerated in Section 165.09 of the Zoning Code; and
2. The site plan would achieve consistency with North Liberty Code of Ordinances Section 165.05(2) entitled, "Preliminary Site Plan Review", and other Code of Ordinance requirements.

### **Recommendation:**

Staff recommends the Planning Commission accept the two listed findings and forward the request for zoning map amendment (rezoning) from ID Interim Development to RS-4 PAD Single-Unit Residence Planned Area Development on approximately 9.83 acres to the City Council with a recommendation for approval.

### **Suggested motion:**

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

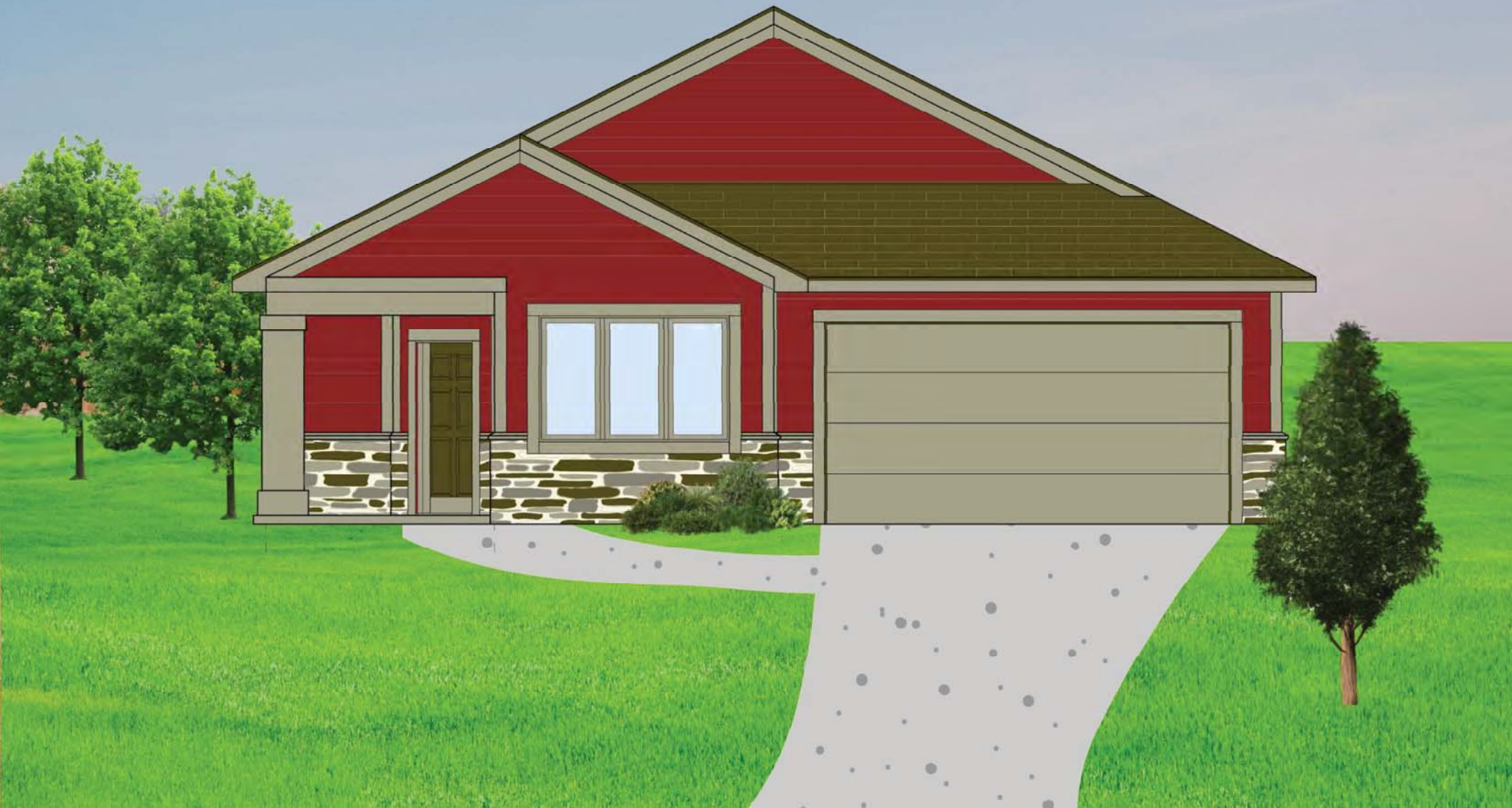








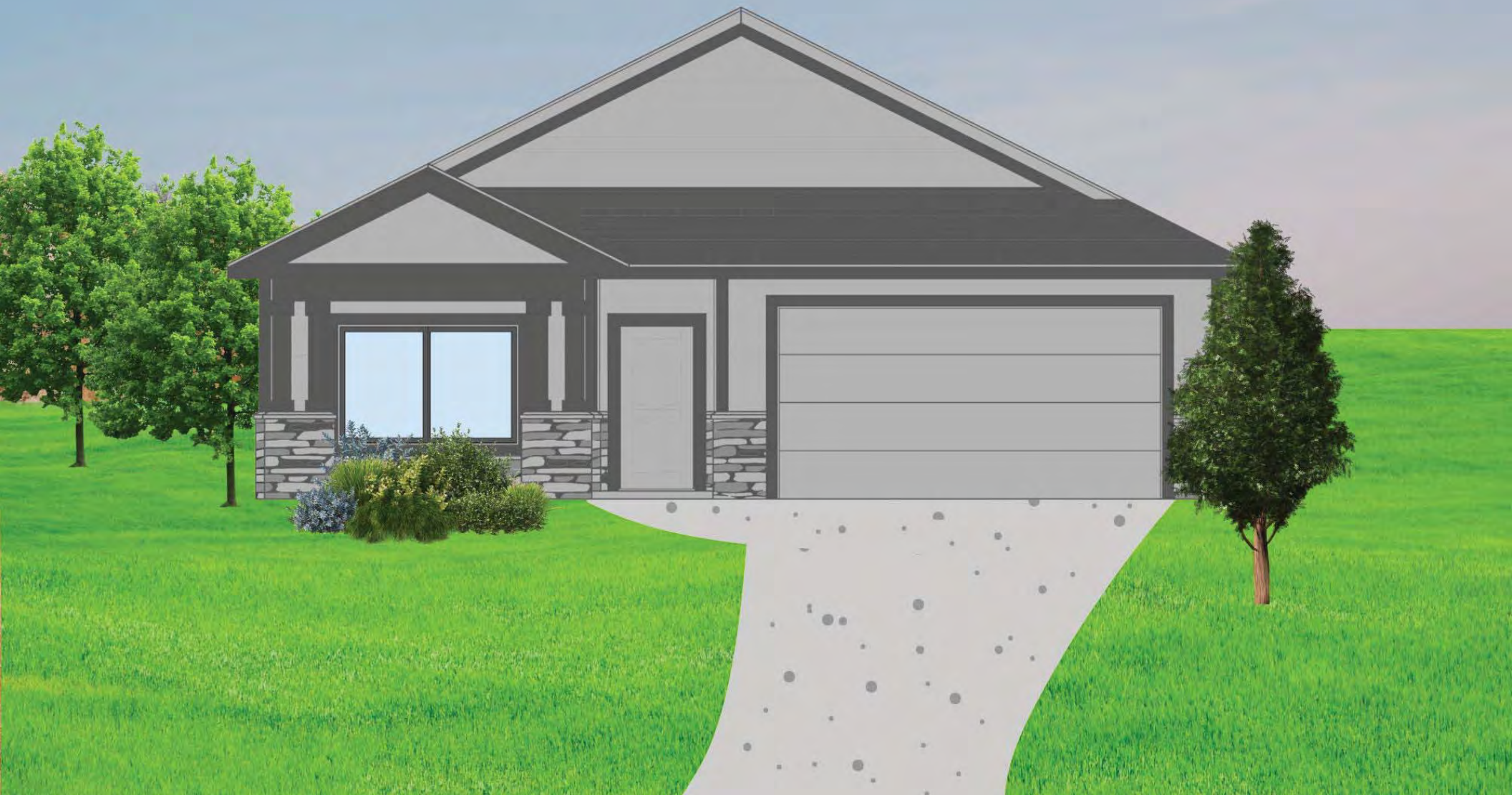
















Mekota Farm Rezoning

FID	PPN	MailingNam	MailingAdd	MailingA_1	MailingA_2	MailingZip	Protest?	Land Area	Protest Area
1	601428004	SUSAN L SLYCORD		342 FOX RUN DR	NORTH LIBERTY IA	52317	No	1684.36	0
2	601433001	PETER M & NATALIE J KNEZEVICH		412 FOX RUN DR	NORTH LIBERTY IA	52317	No	16229.47	0
3	601433002	AUSTIN MCKEE & SARAH MCKEE		452 FOX RUN DR	NORTH LIBERTY IA	52317	No	16236.49	0
<b>4</b>	<b>601433003</b>	<b>ANGELA L MADDUX</b>		<b>482 FOX RUN DR</b>	<b>NORTH LIBERTY IA</b>	<b>52317</b>	<b>Yes</b>	<b>16233.16</b>	<b>16233.16</b>
<b>5</b>	<b>601433004</b>	<b>JOSHUA M &amp; CHRISTEL M PHILIPP</b>		<b>512 FOX RUN DR</b>	<b>NORTH LIBERTY IA</b>	<b>52317</b>	<b>Yes</b>	<b>16233.1</b>	<b>16233.1</b>
<b>6</b>	<b>601433005</b>	<b>JOHN F LOHMAN</b>		<b>562 FOX RUN DR</b>	<b>NORTH LIBERTY IA</b>	<b>52317</b>	<b>Yes</b>	<b>16231.38</b>	<b>16231.38</b>
<b>7</b>	<b>601433006</b>	<b>MATTHEW A &amp; ELIZABETH FIELDER</b>		<b>582 FOX RUN DR</b>	<b>NORTH LIBERTY IA</b>	<b>52317</b>	<b>Yes</b>	<b>17735.54</b>	<b>17735.54</b>
8	601379001	MARCELLA L RAIM		2536 JAMES AVE NW	NORTH LIBERTY IA	52317	No	10687.64	0
9	601459001	CITY OF NORTH LIBERTY		PO BOX 77	NORTH LIBERTY IA	52317-0077	No	32750.35	0
<b>10</b>	<b>601461009</b>	<b>ROY G &amp; LOVIE L ANDERSEN</b>		<b>35 VIXEN LN</b>	<b>NORTH LIBERTY IA</b>	<b>52317</b>	<b>Yes</b>	<b>25253.87</b>	<b>25253.87</b>
<b>11</b>	<b>601461008</b>	<b>SLOANE R TYLER</b>		<b>45 VIXEN LN</b>	<b>NORTH LIBERTY IA</b>	<b>52317</b>	<b>Yes</b>	<b>14145.12</b>	<b>14145.12</b>
<b>12</b>	<b>601461007</b>	<b>TED M SLOANE &amp; KATIE A SLOANE</b>		<b>55 VIXEN LN</b>	<b>NORTH LIBERTY IA</b>	<b>52317</b>	<b>Yes</b>	<b>10929.08</b>	<b>10929.08</b>
13	601461005	KARILYN B WADDELL & ELIJAH J W		75 VIXEN LN	NORTH LIBERTY IA	52317	No	9684.29	0
14	601461004	KYLA M WULFEKUHLE		85 VIXEN LN	NORTH LIBERTY IA	52317	No	524.04	0
15	601461010	DONALD & BETH LOUVAR		25 VIXEN LN	NORTH LIBERTY IA	52317	No	8118.69	0
16	601460007	MICHAEL J & JILL E RIES		30 VIXEN LN	NORTH LIBERTY IA	52317	No	201.91	0
17	601460006	RENAY B & BRIAN HELICKSON		50 VIXEN LN	NORTH LIBERTY IA	52317	No	197.09	0
18	601308003	JEFFREY J & PEGGY M DAUGHERTY		1550 OTTER LN	NORTH LIBERTY IA	52317	No	10334.1	0
19	601308002	CHAD A MEACHAM		1570 OTTER LN	NORTH LIBERTY IA	52317	No	9565.38	0
20	601305002	THOMAS P & KATHRYN E CRONK		615 BLACK BEAR BND	NORTH LIBERTY IA	52317	No	88.21	0
21	601304002	MOLLY & MARK EDWARDS		630 FOX VALLEY DR	NORTH LIBERTY IA	52317	No	49.17	0
22	601308001	ABDULRAHMAN & EMILY ZUBAID		1590 OTTER LN	NORTH LIBERTY IA	52317	No	12790	0
23	601304001	MICHELLE JEAN BAXTER		610 FOX VALLEY DR	NORTH LIBERTY IA	52317	No	16357.57	0
<b>24</b>	<b>601305001</b>	<b>MARK T PETERSEN</b>		<b>605 BLACK BEAR BND</b>	<b>NORTH LIBERTY IA</b>	<b>52317</b>	<b>Yes</b>	<b>21393.86</b>	<b>21393.86</b>
25	601381004	GARY ARTHUR NEVELN		1510 OTTER LN	NORTH LIBERTY IA	52317	No	10998.09	0
<b>26</b>	<b>601381003</b>	<b>MICHAEL D &amp; MONICA M BROCKWAY</b>		<b>1520 OTTER LN</b>	<b>NORTH LIBERTY IA</b>	<b>52317</b>	<b>Yes</b>	<b>10188.43</b>	<b>10188.43</b>
<b>27</b>	<b>601381002</b>	<b>KYLE B &amp; ABIGAIL L BROWN</b>		<b>1530 OTTER LN</b>	<b>NORTH LIBERTY IA</b>	<b>52317</b>	<b>Yes</b>	<b>10176.56</b>	<b>10176.56</b>
28	601381001	RICKY A & JULIE A DEVRIES		1540 OTTER LN	NORTH LIBERTY IA	52317	No	10274.64	0
29	601428005	KEVIN & LISA BRUEGGE		350 FOX RUN DR	NORTH LIBERTY IA	52317	No	14153.53	0
30	601461006	MICHELLE L CHERRYHOLMES		65 VIXEN LN	NORTH LIBERTY IA	52317	No	10929.14	0
31	601430007	JEREMIAH J JOHNSON		70 LYNX LN	NORTH LIBERTY IA	52317	No	16674.24	0
<b>32</b>	<b>601430008</b>	<b>JACK A ZIMMERMAN II</b>		<b>60 LYNX LN</b>	<b>NORTH LIBERTY IA</b>	<b>52317</b>	<b>Yes</b>	<b>21206.86</b>	<b>21206.86</b>
33	601464005	RYAN M & NANCEE V WATERBURY		50 LYNX LN	NORTH LIBERTY IA	52317	No	32210.75	0
34	601464004	CANDACE D & DAVID L DANIELS		40 LYNX LN	NORTH LIBERTY IA	52317	No	17040.38	0
35	601430004	BRENT D & CHRISTINE M NICHOLS		100 LYNX LN	NORTH LIBERTY IA	52317	No	22649.42	0
36	601430005	AUSTIN D WEISINGER		90 LYNX LN	NORTH LIBERTY IA	52317	No	30361.95	0
37	601430006	ELIZABETH A BRIDDLE		80 LYNX LN	NORTH LIBERTY IA	52317	No	20170.83	0
						Total Land Area		656510.97	
						Total ROW Area		145822.28	
						Total Area within 200' Radius		510688.69	
						<b>Total Protest Area*</b>		<b>27.38%</b>	

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





FOX VALLEY DR

FOX RUN DR

BLACK BEAR BLVD

OTTER LN

SCALES BEND RD

LYNX LN

VIXEN LN

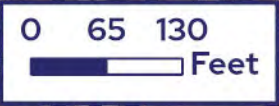
FOX RUN



Subject Property



200 Foot Radius





**Ryan Rusnak**

---

**From:** Christel Philipp <cjphilipp31@gmail.com>  
**Sent:** Tuesday, March 21, 2023 6:47 PM  
**To:** Ryan Rusnak  
**Subject:** [External] Re: Fox Run Development

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---

Ryan-

We are listening to the good neighbor meeting and we are encouraged. Please disregard our previous objection. Is that what we say? :) Sorry we sent it too soon without waiting for more information.

We know this land will be developed at some point, and this plan will work for us. It's better than a giant 3 story home glaring down into our backyard!!

Thanks,

Joshua and Christel Philipp  
512 Fox Run Drive  
North Liberty, IA 52317  
(319)360-9414

On Mon, Mar 20, 2023 at 12:35 PM Christel Philipp <cjphilipp31@gmail.com> wrote:

Hi Ryan -

My name is Christel Philipp. My husband, Joshua Philipp and I live at 512 Fox Run Drive in North Liberty. We have lived in this house for more than 20 years.

We live within 200 feet of the newly proposed development by Modern Horizon's LLC of the old Mekota Farmstead in the Fox Run neighborhood.

We wish to formally object to the rezoning request as well as this newly proposed development, which we believe will markedly and negatively change the character of the neighborhood.

Let me know if you have any questions and thank you for your attention to this formal objection.

Sincerely,  
Christel Philipp  
Joshua Philipp  
512 Fox Run Drive  
North Liberty, IA 52317



| cell phone (319)360-9414

## Ryan Rusnak

---

**From:** Kevin Miehe <kevin.miehe@gmail.com>  
**Sent:** Tuesday, March 21, 2023 7:23 PM  
**To:** Ryan Rusnak  
**Subject:** [External] Fox Run Farm Redevelopment

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---

Ryan,  
My feedback for the public record:

I applaud the developer for taking the community's feedback from the last good neighbor meeting and creating a revised set of plans for consideration. I do not oppose the rezoning as described. I would, however, urge the City of North Liberty to re-evaluate the traffic of Scales Bend Road despite the recent opinion of the consultants. This evaluation should consider children crossing as well as include the proposed gated entry to the re-zoned property (and perhaps the need for a turning lane into the property). I would also want to see the City to very carefully plan and monitor construction traffic. I do not want to see a parade of trailered boats going through Fox Run Drive to get around construction barriers on Scales Bend for years on end during construction.

Respectfully submitted,  
Kevin Miehe  
70 Vixen Lane

## Ryan Rusnak

---

**From:** T&M Keeney <tmkeeney98@gmail.com>  
**Sent:** Tuesday, March 21, 2023 6:48 PM  
**To:** Ryan Rusnak  
**Subject:** [External] Mekota Farms Plan

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---

This project proposal has my support.

Marisa Keeney

Sent from my iPhone

## Ryan Rusnak

---

**From:** Eric Ruttum <egruttum@uwalumni.com>  
**Sent:** Sunday, March 26, 2023 11:34 AM  
**To:** Ryan Rusnak  
**Subject:** [External] Fox Run / Scales Bend Co-op Development

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Ryan-

Please consider this email my formal comments and support of the proposed development by Modern Horizons, LLC off Scales Bend Road in the Fox Run neighborhood.

According to Zillow (best source of data I have for this) the parcel has been for sale since 5/19/2017. I can't confirm that it has been vacant that long but from living in the neighborhood it seems like it could have been that long ago. In those years the property is not improving. It will be nice to see something done with the property that will prevent the existing buildings from becoming ragged and/or unsafe and/or an attractive nuisance.

Overall I am in support of this development but have some concerns that I would like to see the Planning and Zoning Commission and City Council incorporate as conditions into their final approval:

1. Fences on North, East, and South sides
  1. I am not a fan of the black chain link fence
  2. I would like the approval to include changing to a white PVC "Forever Fence" style of fencing
2. Fence on the West side along Scales Bend Rd.
  1. I would like to see no fence along this side of the property
    1. A fence along the road would be out of character with the entire Fox Run neighborhood
    2. A fence along the road would be out of character with most of the City of North Liberty
3. Trees added along Scales Bend Road
  1. In the approximately 25' between the edge of the walking trail and what I think is the required set back I would like to see trees planted consistent with
    1. Tree/landscaping plans drawn up by an Iowa licensed Landscape Architect
    2. Minimum tree planting density/spacing/amount as determined by Landscape Architect to act as screening when reaching maturity
    3. A minimum DBH of 2.5" or as determined by the Landscape Architect
    4. A mix of overstory and evergreen trees as determined by the Landscape Architect
4. Gates at the two driveways
  1. Final approval of gate design/aesthetics/materials of construction/etc. by the City of North Liberty Planning Director or their designate

I believe that this development will have a neutral to positive effect on surrounding property values. With a sales price equivalent (attempting to convert the coop style of ownership to the typical single family home ownership) of a \$400-450K home these homes will be more expensive than many of the original homes in the Fox Run subdivision and

comparable with the rest of the homes in the vicinity of the development. With the co-op style of ownership we are assured that the external property will be maintained at least as well or better than the typical external property in the neighborhood.

People are talking about what a gem this property is and how it's so important to the Fox Run neighborhood. If it's so important how has it sat on the market for this long and no one in the neighborhood has snapped it up to preserve its heritage? This is a perfect case of NIMBYs protesting something because it changes what their neighborhood and/or backyard looks like. If someone wanted to maintain the neighborhood or their backyard as is they had plenty of time to come up with the \$1MM+ sales price of the land. It was no secret that it's been up for sale. I'm guessing none of these neighbors protested the newer 55+ community near the corner of S. Jones Blvd and Cory Court even though there are residences nearby to that development too.

Once construction is complete and the homes are occupied no one in this neighborhood will remember anything different. Certainly no one driving into the neighborhood or moving here after the 55+ community is completed will see this as out of place or incongruent to the Fox Run neighborhood.

Eric Ruttum  
510 Fox Run



## Ryan Rusnak

---

**From:** Sloane Tyler <Sloane.Tyler@foriowa.org>  
**Sent:** Friday, March 17, 2023 11:34 AM  
**To:** Ryan Rusnak  
**Subject:** [External] objection - fox run farm development

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*My name is Sloane Tyler. I am the property owner of 45 Vixen Lane, North Liberty. My home is within 200 feet of the proposed Scales Bend Road and Fox Run Drive Development. I would like to communicate my objection to the rezoning request.*



**SLOANE R. TYLER**

**SENIOR DIRECTOR OF DEVELOPMENT, INTERCOLLEGIATE ATHLETICS**

UI Center for Advancement | PO Box 4550 | Iowa City, IA | 52240-4550

Office: 319-467-3736 | Cell: 319-331-9099 | [sloane.tyler@foriowa.org](mailto:sloane.tyler@foriowa.org)

🐦: @jointheclub | 📷: @jointheclub | 📍: National I-Club | [www.jointheclub.com](http://www.jointheclub.com)



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## Ryan Rusnak

---

**From:** Lovie Andersen <landersen@cedardevelopment.com>  
**Sent:** Friday, March 17, 2023 12:10 PM  
**To:** Ryan Rusnak  
**Subject:** [External] Rezoning of property on Scales Bend Road

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---

Ryan,

We are the owners of the property at 35 Vixen Lane, North Liberty, Roy & Lovie Andersen. Our property is within 200 feet of proposed Scales Bend & Fox Run Drive rezoning area. We object to the rezoning! We know it is the same developer.

Lovie L Andersen

Andersen Investments

Andersen Development

The DERS Group

1100 Andersen Place, Ste. 550

Tiffin, IA 52340

319-331-9117

## Ryan Rusnak

---

**From:** Lovie Andersen <landersen@cedardevelopment.com>  
**Sent:** Friday, March 17, 2023 1:25 PM  
**To:** Ryan Rusnak; Lovie Andersen  
**Subject:** [External] Rezoning of Property on Scales Bend Road

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---

Ryan,

I am sorry a draft was sent earlier today in error; I am going to cover all our concerns in this one please disregard the previous one.

We live at 35 Vixen Lane, North Liberty, Iowa in Fox Run Subdivision, Roy and Lovie Andersen. Our property is within 200 feet of the proposed Scales Bend and Fox Run Drive rezoning area. When we purchased our home what drew us to it was the park and the farmstead behind our home, it was country feeling while still being in city limits.

Our concerns are as follows below.

1. Increased traffic
2. Value of our home decreasing.
3. Water run-off and retention to all homes, this will increase the water table to our home as well as our neighbors, who already have flooding issues.
4. Existing tiling from our home to the proposed rezone area being damaged.
5. The possibilities of all homes in this area looking the same.
6. Removal of the historical home.
7. Removal of the farmstead barn.
8. Quality and quantity of the homes proposed to be built.
9. Lack of privacy and will there be a buffer zone for existing homes.

From recent neighborhood discussions a lot of us feel this property would be perfect for a large park and save the buildings for city needs.

We appreciate you reviewing our concerns.

Thank You,

Roy and Lovie Andersen

Roy 319.331.9116

Lovie 319.331.9117

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## Ryan Rusnak

---

**From:** Lovie Andersen <landersen@cedardevelopment.com>  
**Sent:** Friday, March 17, 2023 1:34 PM  
**To:** Ryan Rusnak; Lovie Andersen  
**Subject:** [External] Fwd: Rezoning of Property on Scales Bend Road

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---

Ryan,  
Just to be clear we OBJECT to this rezoning.

Thank you  
The Andersen's

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---

**From:** Lovie Andersen <landersen@cedardevelopment.com>  
**Sent:** Friday, March 17, 2023 1:25 PM  
**To:** rrusnak@northlibertyiowa.org; Lovie Andersen  
**Subject:** Rezoning of Property on Scales Bend Road

Ryan,  
I am sorry a draft was sent earlier today in error; I am going to cover all our concerns in this one please disregard the previous one.

We live at 35 Vixen Lane, North Liberty, Iowa in Fox Run Subdivision, Roy and Lovie Andersen. Our property is within 200 feet of the proposed Scales Bend and Fox Run Drive rezoning area. When we purchased our home what drew us to it was the park and the farmstead behind our home, it was country feeling while still being in city limits.



Our concerns are as follows below.

1. Increased traffic
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4. Existing tiling from our home to the proposed rezone area being damaged.
5. The possibilities of all homes in this area looking the same.
6. Removal of the historical home.
7. Removal of the farmstead barn.
8. Quality and quantity of the homes proposed to be built.
9. Lack of privacy and will there be a buffer zone for existing homes.

From recent neighborhood discussions a lot of us feel this property would be perfect for a large park and save the buildings for city needs.

We appreciate you reviewing our concerns.

Thank You,

Roy and Lovie Andersen

Roy 319.331.9116

Lovie 319.331.9117

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## Ryan Rusnak

---

**From:** Monica Brockway <monica.brockway1@gmail.com>  
**Sent:** Friday, March 17, 2023 4:41 PM  
**To:** Ryan Rusnak  
**Cc:** Mike Brockway  
**Subject:** [External] Opposition to Rezoning Fox Run

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---

Hi Ryan-

My husband and I, Mike Brockway, are the property owners of 1520 Otter Ln North Liberty. Our home is within 200 feet of the proposed Scales Bend Road and Fox Run Drive Development. We would like to formally communicate our objection to the rezoning.

## Ryan Rusnak

---

**From:** John Lohman <johnl@corridorbusiness.com>  
**Sent:** Sunday, March 19, 2023 5:25 PM  
**To:** Ryan Rusnak  
**Cc:** John Lohman  
**Subject:** [External] Formal Objection to Fox Run Rezoning and Modern Horizon's LLC

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Hi Ryan -

My name is John Lohman. My wife, Aspen Lohman and I live at 562 Fox Run Drive in North Liberty. We have lived in this house for more than 20 years.

We live within 200 feet of the newly proposed development by Modern Horizon's LLC of the old Mekota Farmstead in the Fox Run neighborhood.

We wish to formally object to the rezoning request as well as this newly proposed development, which we believe will markedly change the character of the neighborhood.

Let me know if you have any questions and thank you for your attention to this formal objection.

Sincerely,  
 John F. Lohman  
 cell 319-936-6555

---

### JOHN F. LOHMAN, Chief Executive Officer & President

[319.665.6397](tel:319.665.6397)

[johnl@corridorbusiness.com](mailto:johnl@corridorbusiness.com)

[www.corridorbusiness.com](http://www.corridorbusiness.com)

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**Ryan Rusnak**

---

**From:** Abby Brown <brown@lefflaw.com>  
**Sent:** Sunday, March 19, 2023 5:37 PM  
**To:** Ryan Rusnak  
**Subject:** [External] Zoning change request - Fox Run

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---

Mr. Rusnak,

I am writing to you to formally lodge my objection to the City's consideration of a zoning change and proposed construction by Modern Horizon's LLC of the old Mekota Farmstead in the Fox Run neighborhood.

My husband, Beau Brown, and I live at 1530 Otter Lane with our two children. We have lived here since 2016 and plan to continue living in this home. I am concerned about the impact this proposed development would have on my property and the neighborhood, both in value and in enjoyment.

My property is within 200 feet of this proposed new development. We would formally like to express our concern and objection to the proposed zoning change, as well as any development of the farmstead that would markedly change the character and safety of the neighborhood.

I am already scheduled to attend the Good Neighbor meeting this Tuesday, March 21.

Thank you for your time and consideration.

Abigail L. Brown  
Leff Law Firm, L.L.P.  
222 South Linn Street  
Iowa City, Iowa 52240  
office: (319) 338-7551  
email: [brown@lefflaw.com](mailto:brown@lefflaw.com)

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## Ryan Rusnak

---

**From:** TED SLOANE <slnranger@aol.com>  
**Sent:** Monday, March 20, 2023 9:23 AM  
**To:** Ryan Rusnak  
**Subject:** Re: [External] Fox Run farm rezoning

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---

Yes we both object

Ted

Sent from my iPhone

On Mar 20, 2023, at 9:16 AM, Ryan Rusnak <rrusnak@northlibertyiowa.org> wrote:

Hi Ted,

Are you objecting on behalf of both property owners at 55 Vixen Lane?

<image001.png>

**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.*

---

**From:** Ted <tedslope@gmail.com>  
**Sent:** Friday, March 17, 2023 6:59 PM  
**To:** Ryan Rusnak <rrusnak@northlibertyiowa.org>  
**Subject:** [External] Fox Run farm rezoning

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---

***My name is Ted Sloane and I am the property owner of 55 vixen Ln. My home is within 200 feet of the proposed Scales Bend Road and Fox Run Drive Development. I would like to communicate my objection to the rezoning request.***

Sent from my iPhone

## Ryan Rusnak

---

**From:** Andrew Fenstermaker <fenstermaker.andrew@gmail.com>  
**Sent:** Monday, March 20, 2023 8:27 AM  
**To:** Ryan Rusnak  
**Subject:** [External] Fox Run Development/Rezoning Request

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---

Hi Ryan -

My name is Andrew Fenstermaker. My wife, Kara Fenstermaker, and I have lived at 15 Bobcat Place for the last five years.

We were recently informed about the proposed development by Modern Horizon's LLC of the old Mekota Farmstead in the Fox Run neighborhood.

We wish to formally object to the rezoning request as well as this newly proposed development, which we believe will markedly and negatively change the character of the neighborhood.

Let me know if you have any questions and thank you for your attention to this formal objection.

## Ryan Rusnak

---

**From:** Fielder, Elizabeth A <elizabeth-fielder@uiowa.edu>  
**Sent:** Monday, March 20, 2023 9:37 AM  
**To:** Ryan Rusnak  
**Subject:** [External] Fox Run Development/Rezoning

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---

Hi Ryan -

My name is Beth Fielder-my husband, Matt, and two children have lived at 582 Fox Run Drive in North Liberty for almost 13 years.

We live within 200 feet of the newly proposed development by Modern Horizon's LLC of the old Mekota Farmstead in the Fox Run neighborhood.

We wish to formally object to the rezoning request as well as this newly proposed development, which we believe will markedly and negatively change the character of the neighborhood.

Thank you for your time!

Beth Fielder

## Ryan Rusnak

---

**From:** Matt Fielder <fielder.matt@gmail.com>  
**Sent:** Wednesday, March 22, 2023 8:35 AM  
**To:** Ryan Rusnak  
**Cc:** Beth Fielder  
**Subject:** [External] Fox Run Project

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---

Hi Ryan

Thank you for your work in hosting the Good Neighborhood meeting last night. I do appreciate that the developers were more open to discussion and their willingness to bring a new plan to the table.

With that said, I am still not in favor of the proposal. The proposal does not fit with the neighborhood aesthetic and I feel there are numerous other areas in town that much better fit their vision for the project.

I understand the city's desire to get the property developed but I feel we can do so in a way that makes the long time residents happy and is conducive to our existing Fox Run area and the zoning that is already in place.

Sincerely,

Matt Fielder  
582 Fox Run Dr, North Liberty, IA 52317



## Ryan Rusnak

---

**From:** Angela Maddux <madduxreporting@yahoo.com>  
**Sent:** Monday, March 20, 2023 9:56 AM  
**To:** Ryan Rusnak  
**Subject:** [External] Proposed Development

You don't often get email from madduxreporting@yahoo.com. [Learn why this is important](#)

**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.**

---

Ryan,

My name is Angela Maddux. I am the property owner of 482 Fox Run Drive, North Liberty. My home is within 200 feet of the proposed Scales Bend Road and Fox Run Drive Development. I would like to communicate my formal objection to the rezoning request and the newly proposed development by Modern Horizons, LLC.

Thank you for your to this matter.

*Angela Maddux, CSR, RPR*

*Maddux Reporting (319) 610-9513*

## Ryan Rusnak

---

**From:** Sarah Keedy <skeedy@gmail.com>  
**Sent:** Tuesday, March 21, 2023 6:44 PM  
**To:** Ryan Rusnak  
**Subject:** [External] Oppose to Scales Bend/Fox Run Development

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---

I would like to officially oppose the development that was proposed for Mekota Farm on Scales Bend in the Fox Run Neighborhood.

Thanks for the consideration,  
Sarah Keedy

## Ryan Rusnak

---

**From:** Molly and Mark Petersen <m2petersen@yahoo.com>  
**Sent:** Thursday, March 23, 2023 4:51 PM  
**To:** Ryan Rusnak  
**Subject:** [External] Objection to Fox Run Development

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---

Hello Ryan -

We are Mark and Molly Petersen. We are the property owners of 605 Black Bear Bend.

My home is within 200 feet of the proposed Scales Bend Road and Fox Run Drive Development. I would like to communicate my formal objection to the rezoning request and the newly proposed development by Modern Horizons, LLC.

Thank you

Mark and Molly Petersen  
319.333.4855

## Ryan Rusnak

---

**From:** Ryan Heiar  
**Sent:** Thursday, April 20, 2023 9:14 AM  
**To:** Ryan Rusnak  
**Subject:** FW: [External] Fox Run Farm Development

For the file.

Ryan Heiar  
City Administrator  
City of North Liberty

319.626.5700 (P)  
319.626.3288 (F)  
[www.northlibertyiowa.org](http://www.northlibertyiowa.org)

Messages to and from this account may become public record.

-----Original Message-----

From: Mark Petersen <[mpeerse@yahoo.com](mailto:mpeerse@yahoo.com)>  
Sent: Wednesday, April 19, 2023 6:01 PM  
To: Council <[Council@northlibertyiowa.org](mailto:Council@northlibertyiowa.org)>  
Subject: [External] Fox Run Farm Development

[Some people who received this message don't o. en get email from [mpeerse@yahoo.com](mailto:mpeerse@yahoo.com). Learn why this is important at [hps:/ /aka.ms/LearnAboutSenderIdentification](https://aka.ms/LearnAboutSenderIdentification) ]

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.

---

We live at 605 Black Bear Bend and have since 2006. While we don't know the true back ground of what deal or deals were made by the former Mayor Mekota. We have heard rumors of why the farm land was not developed. We are 100% against developing the Farm. The city should do the right thing and build houses like fox run and fox run 2 not some bogus 55 year and older development.

Mark Petersen

Sent from my iPhone

Dear Mr. Rusnak,

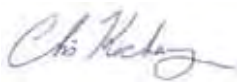
1 April 2023

Thank you for the opportunity to provide input on the Mekota Farm Rezoning proposal which was presented for a 2<sup>nd</sup> time on March 21, 2023. I participated in the presentation and listen intently as the developers presented their vision to the neighborhoods surrounding the property. After careful consideration, I cannot support the proposed development of the property and here is why.

- 1) The overall development does not fit into the single-family homes which surround the area. Putting four homes on a single area does not exist in any of the neighborhoods surrounding the property. We, the homeowners, selected our homes based on the principal that the neighborhoods were single family homes.
- 2) The developer said that they need to place four homes per acre to make it economically viable. I strongly disagree. Have you seen the single homes being built in Tiffin and in the Scanlon Farms development south of the high school? Those developers can make it work. The point being, the profits of the developer should not be put above the wants of the community.
- 3) The estimated living cost for a tenant seems unrealistic in that the tenant/owner is expected to pay a mortgage of ~\$280,000 + \$1,850 per month in association fees. Not to mention the high property taxes already associated with living in North Liberty. Why would you spend that kind of money for a zero lot home, with no basement in a climate with cold and snow? If I was a retiree I would just move to Florida for that cost and enjoy the warmer climate.
- 4) I have my doubts on how much a swimming pool and outdoor pickle ball court will actually be used.
- 5) The pitch by the developer was that they wanted to integrate into the neighborhood, but the gated community concept they are developing says just the opposite.
- 6) Like many of the residents in the area we have concerns about the traffic and the gated community.
- 7) There are plenty of new areas in North Liberty where there are not established single family homes where something like this development can be put.
- 8) As one of my neighbors said "We should not settle (on the 2<sup>nd</sup> proposal) just because it is a better proposal than the original one." Which I agree with, not settling.
- 9) Why can't the city purchase the property and develop it into a community space/park by turning the fantastic barn into a community center with a large open park. There is nothing like this on the North side of the city. With all the kids in the area we lack a large park space with a baseball diamond and soccer field for kids to play at. It would be a good use of the property. After all we are putting 16 million dollars into Centennial Park.
- 10) I could get behind a proposal of single family homes to fit the established single family neighborhoods. Maybe this is not the right developer for the property.
- 11) I am not in favor of the 2<sup>nd</sup> proposal presented by the developer.

Thank you once again to provide comment.

Sincerely



Chris Kochanny 845 Pheasant Lane, North Liberty, IA

## Ryan Rusnak

---

**From:** jazii@att.net  
**Sent:** Tuesday, April 18, 2023 8:37 PM  
**To:** Ryan Rusnak  
**Subject:** RE: [External] RE: 4-18-2023 Planning Commission meeting

---

Ryan-

Yes, please consider this a formal objection.

Thanks,

Jack

---

**From:** Ryan Rusnak <[rrusnak@northlibertyiowa.org](mailto:rrusnak@northlibertyiowa.org)>  
**Sent:** Tuesday, April 18, 2023 1:00 PM  
**To:** jazii@att.net  
**Subject:** RE: [External] RE: 4-18-2023 Planning Commission meeting

Thanks Jack. Would you like me to register this as a formal objection?

I have forwarded your email to the Streets Superintendent and City Engineer.



**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.*

---

**From:** [jazii@att.net](mailto:jazii@att.net) <[jazii@att.net](mailto:jazii@att.net)>  
**Sent:** Tuesday, April 18, 2023 12:48 PM  
**To:** Ryan Rusnak <[rrusnak@northlibertyiowa.org](mailto:rrusnak@northlibertyiowa.org)>  
**Subject:** [External] RE: 4-18-2023 Planning Commission meeting

---



Ryan-

I am unable to attend tonight's meeting, but wanted to share some thoughts on the Modern Horizons, LLC rezoning request on Scales Bend Rd. I believe many of my neighbors have expressed a number of issues they have with the proposal, which I share. However, my primary concern with this or any other proposed development of the site relates to stormwater management.

I believe the current infrastructure is inadequate and the proposed plan does not sufficiently improve upon existing conditions. Specifically, the plan to connect to the existing intake adjacent to the northwest corner of my property at 60 Lynx Ln as well as using the underground drainage that runs from that intake between 60 Lynx Lane and 70 Lynx Lane to the street intake on Lynx Lane.

I have video documentation of the proposed detention area in that section filled with water several feet above the intake with excess water coming into my yard and running between 60 & 70 Lynx all the way to the street. At the same time, the intake on Lynx is pushing water onto the street at substantial volume. This is the also the intake my sump pump is tied into, which creates additional issues. I would be more than happy to share the video with you, should you care to see it. It is a large file, so I may have to find an alternative to sending via email.

At any rate, any proposal that would use that infrastructure as designed is a non-starter in my opinion.

Thank you for your consideration.

Jack Zimmerman  
60 Lynx Lane

----- Forwarded message -----

From: **Ryan Rusnak** <[rrusnak@northlibertyiowa.org](mailto:rrusnak@northlibertyiowa.org)>  
Date: Sat, Apr 15, 2023 at 3:47 PM  
Subject: 4-18-2023 Planning Commission meeting  
To: Ryan Rusnak <[rrusnak@northlibertyiowa.org](mailto:rrusnak@northlibertyiowa.org)>

Hello everyone,

Here is your friendly reminder about the 4/18/2023 Planning Commission meeting. The meeting begins at 6:30 PM and will be located at City Hall Council Chambers.

This is a public hearing, so you are welcome to attend and speak. Please note that if you submitted written comments, I included them in the information packet.

You can find the packet here: <https://northlibertyiowa.org/meetings/?category=planning-and-zoning-commission>

Let me know if you have any questions.

Thanks,



**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.*

---

**From:** Ryan Rusnak  
**Sent:** Tuesday, April 04, 2023 12:48 PM  
**To:** Ryan Rusnak <[rrusnak@northlibertyiowa.org](mailto:rrusnak@northlibertyiowa.org)>  
**Subject:** 4-4-2023 Planning Commission meeting CANCELLED

We are airing on the side of caution and cancelling the meeting tonight. It's just not worth putting anyone in a dangerous situation.

We will hold a special meeting on April 18 to keep things on track the best we can.



**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:** Ryan Rusnak  
**Sent:** Tuesday, April 04, 2023 8:36 AM  
**To:** Ryan Rusnak <[rrusnak@northlibertyiowa.org](mailto:rrusnak@northlibertyiowa.org)>  
**Subject:** 4-4-2023 Planning Commission meeting

Good morning,

The agenda has been posted.

<https://northlibertyiowa.org/meetings/?category=planning-and-zoning-commission>

With the threat of severe weather, we may make the call to cancel the meeting. It just depends on how the forecast progresses.

If that is the case, I will send an email. So please check your email if you are planning on attending in person.

Please stay safe out there.



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

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**JOHN F. LOHMAN, Chief Executive Officer & President**

**Ordinance No. 2023-05**

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

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

**SECTION 1. AMENDMENT.** The Official Zoning Map incorporated in Chapter 168.01(2) of the North Liberty Code of Ordinances is hereby amended by designating the zoning district for 9.83 acres, more or less, as RS-4 PAD Single-Unit Residence District Planned Area Development for property particularly described as follows:

That part of the Northwest Quarter of the Southeast Quarter and the North 300 feet of the North Half of the Southwest Quarter of the Southeast Quarter of Section 1, Township 80 North, Range 7 West of the 5th Principal Meridian, Johnson County, Iowa excepting therefrom all of the following: Fox Run Farm Subdivision – Part Five to North Liberty Iowa, according to the Plat thereof recorded in Book 42, Page 21, Fox Run Farm Subdivision – Part Six to North Liberty Iowa, according to the Plat thereof recorded in Book 42, Page 35, Fox Run Farm Subdivision – Part Seven to North Liberty Iowa, according to the Plat thereof recorded;

**SECTION 2. CONDITIONS IMPOSED.** At the April 18, 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 \_\_\_\_\_.  
Second reading on \_\_\_\_\_.  
Third and final reading on \_\_\_\_\_.

**CITY OF NORTH LIBERTY:**

\_\_\_\_\_  
CHRIS HOFFMAN, MAYOR

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

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

I certify that the forgoing was published as Ordinance No. 2023-05 in *The Gazette* on the \_\_\_\_ of \_\_\_\_\_, 2023.

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



**Twopoint 2, LLC and  
Vantage Point Properties  
LLC Zoning Map  
Amendment**





April 18, 2023

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

Re: Request of Twopoint2, LLC and Vantage Point Properties, LLC for a zoning map amendment (rezoning) on approximately 5.23 acres on property located on the west side of North Highway 965/Ranshaw Way approximately 280 feet south of West Cherry Street. The rezoning would be from C-2-A Highway Commercial District to C-2-A PAD Highway Commercial District Planned Area Development. The purpose of the request is to rehabilitate the southeast portion of the property and waive some of the Zoning Ordinance design standards.

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its April 18, 2023 meeting. The Planning Commission took the following action:

**Findings:**

1. The rezoning request from C-2-A Highway Commercial District to C-2-A PAD Highway Commercial District Planned Area Development would achieve consistency with the approval standards enumerated in Section 165.09 of the Zoning Code; and
2. The site plan would achieve consistency with North Liberty Code of Ordinances Section 165.05(2) entitled, "Preliminary Site Plan Review", and other Code of Ordinance requirements.

**Recommendation:**

The Planning Commission accepted the two listed findings and forwards the request for zoning map amendment (rezoning) from C-2-A Highway Commercial District to C-2-A PAD Highway Commercial District Planned Area Development on approximately 5.23 acres to the City Council with a recommendation for approval.

The vote for approval was 4-0.

Josey Bathke, Chairperson  
City of North Liberty Planning Commission



To **City of North Liberty Planning Commission**  
From **Ryan Rusnak, AICP**  
Date **April 14, 2023**  
Re **Request of Twopoint2, LLC and Vantage Point Properties, LLC for a zoning map amendment (rezoning) on approximately 5.23 acres on property located on the west side of North Highway 965/Ranshaw Way approximately 280 feet south of West Cherry Street. The rezoning would be from C-2-A Highway Commercial District to C-2-A PAD Highway Commercial District Planned Area Development. The purpose of the request is to rehabilitate the southeast portion of the property and waive some of the Zoning Ordinance design standards.**

---

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:**

The request proposes to rehabilitate the property for multiple tenants. The primary reason for the rezoning is to waive some of the Ordinance Design Standards.

**2. Current and Proposed Zoning:**

Current and Proposed Zoning

C-2-A Highway Commercial District Planned Area Development.

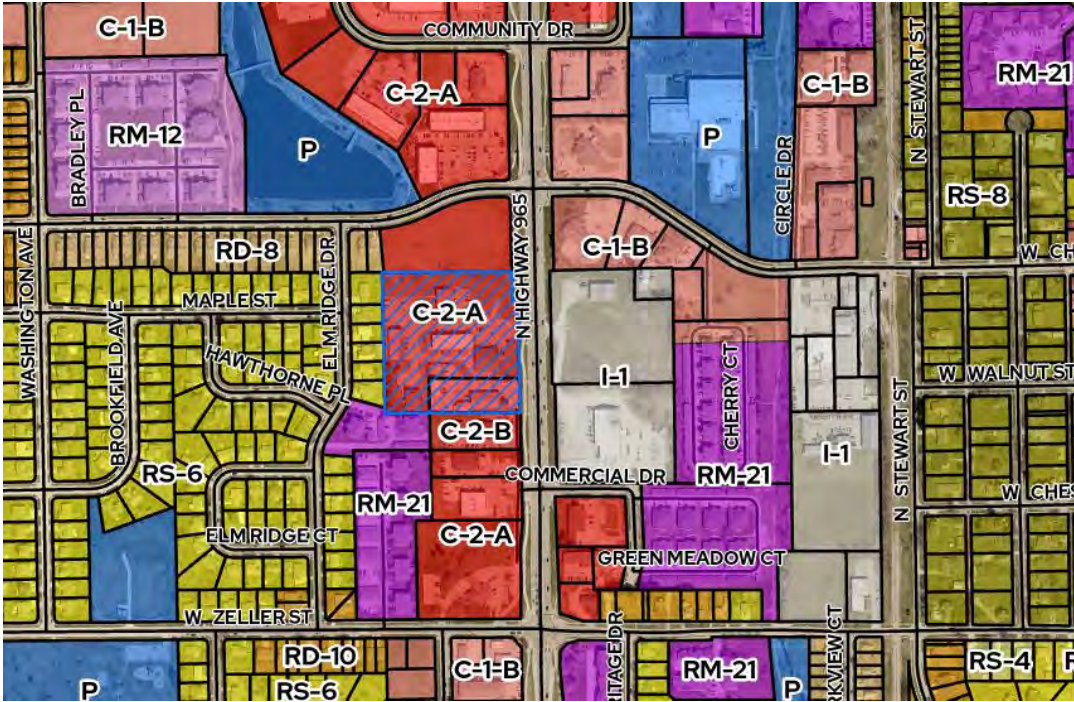
C-2-A Highway Commercial District. The C-2-A District is intended to provide for those commercial uses which may take particular advantage of a highway location and/or due to size or other nuisance constraints may be incompatible with the predominantly retail uses permitted in the C-1-A and C-1-B Commercial Districts, and whose service area is not confined to any one neighborhood or community.

Proposed Zoning

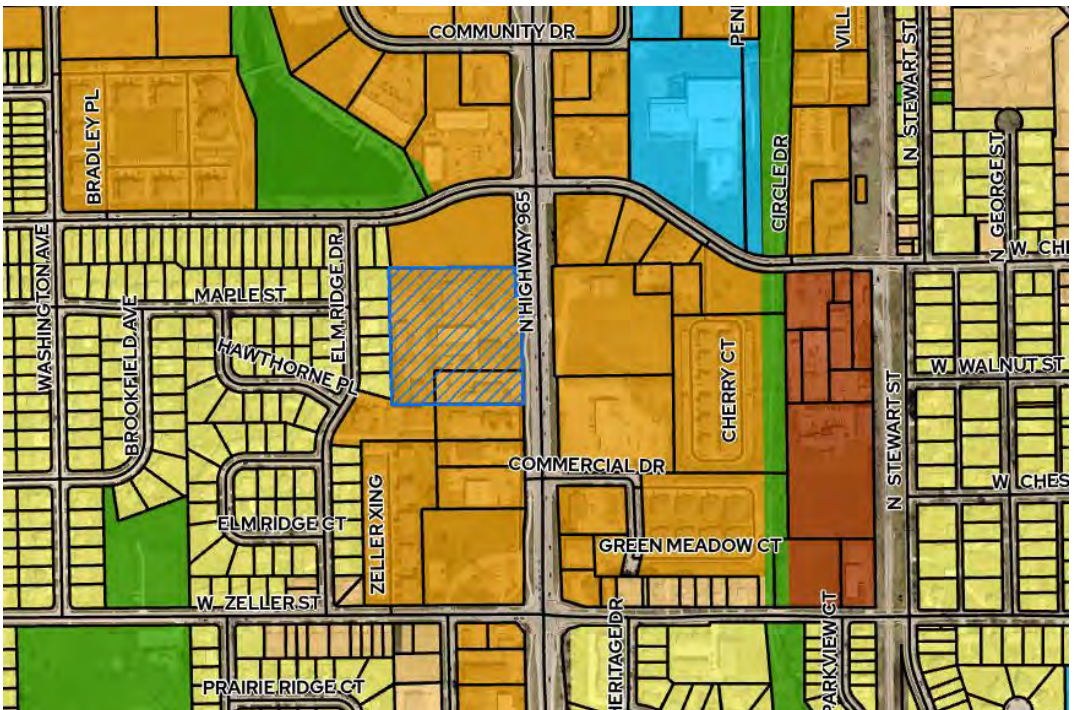
PAD Planned Area Development Overlay District.

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

A planned area development that will contain uses not permitted in the zoning district in which it is to be located will require a change of zoning and shall be accompanied by an application for a zoning amendment, except that any residential use shall be considered a permitted use and shall be governed by density, design and other requirements of the planned area development permit.



**3. Consistency with Comprehensive Plan:**  
Land Use Plan designation: Urban High Intensity.



### Urban High Intensity Description

These areas have increased economic activity and a higher frequency of diverse and complementary uses. High-intensity areas include more urban services with a horizontal and vertical mix of high-density residential uses and community to regional commercial uses of compatible densities and scales.

#### *Residential*

Developments have more focus on non-residential buildings but still offer residential uses ranging from townhomes and apartments. Mixing residential with commercial uses on the same site is encouraged when feasible from a design and market capitalization standpoint.

#### *Form and Features*

- » Aggregate development density at 14+ units per acre at sites with direct access to major arterial and collector streets. Development should avoid the creation of isolated multi-family development.
- » Edges of UHI residential developments transition to lower intensity uses or buffer from industrial/commercial uses through design, landscaping, and buffering.

#### *Non-Residential*

More prevalent and focus in the UHI district that can include larger offices, medical buildings, commercial, and larger institutional uses such as places of worship, community centers, and indoor recreation.

## **Relevant Connected to Tomorrow Sections**

### **Section 2 Vision & Goals**

#### **Relevant Land Use Tomorrow Guiding Development Principles:**

- Be commerce ready to support a range of enterprises.

#### **4. Public Input:**

A virtual good neighbor meeting was held on March 21, 2023. A couple of people outside of City staff of the applicant attended and just had general questions about the proposal. No formal objections have been received.

#### **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 zoning 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.  
*It is staff's opinion that this is a specific case warranting flexibility from the Zoning Ordinance.*
- (f) The extent to which the proposed amendment creates nonconformities.  
*It is staff's opinion that the proposed zoning would not create any nonconformities.*

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

Generally, the plan is to rehabilitate the southeast portion of the property for new users. The property was developed at a time when current design standards regarding masonry were not applicable.

- *Date, north arrow and graphic scale.* **Provided.**
- *The property owner's name and description of proposed development.* **Provided.**
- *A vicinity sketch showing the location of the property and other properties within 1,000 feet of it.* **Provided.**
- *Property boundary lines, dimensions, and total area.* **Provided.**
- *Contour lines at intervals of not more than five feet, City datum. If substantial topographic change is proposed, the existing topography shall be illustrated on a separate map and the proposed finished topography shown on the site plan.* **Provided.**
- *The location of existing streets, sidewalks, easements, utilities, drainage courses.* **Provided.**
- *The total square feet of building floor area, both individually and collectively.* **Provided.**

- *All structures and major features shall be fully dimensioned including distance between structures, distance between driveways, parking areas, property lines and building height. **Provided.***
- *Off-street parking areas, ingress and egress to the property, number of parking spaces proposed, number of parking spaces required by this code and type of surfacing. **Provided.***
- *Pedestrian walkways with special consideration given to pedestrian safety. **Provided.***
- *Trash and refuse enclosures. **Provided.***
- *The general drainage pattern and location of storm water detention features. **Provided.***
- *The general location, type and size of landscaping and ground cover illustrated in color perspective. **Provided.***
- *A rendering, elevation or photo of the proposed development. **Provided.***

## **6. Additional Considerations:**

New commercial developments are expensive considering land and building costs. These costs ultimately get passed on to tenants, which lease the space. There is a smaller portion of the business community which is willing and/or able to least at those rates.

It is easy to see the ultimate type of development because the applicant rehabilitated the adjacent development to the north.



The PAD waivers requested are as follows:

- Building setback waiver to allow a 0' setback to the common property line.
- Waiver from the 60% masonry requirement.
- Waiver from the trash enclosure and recycling enclosure as it will be incorporated into the design of the building.
- Allow for shared parking with the property to the north.



## **7. Staff Recommendation:**

### **Findings:**

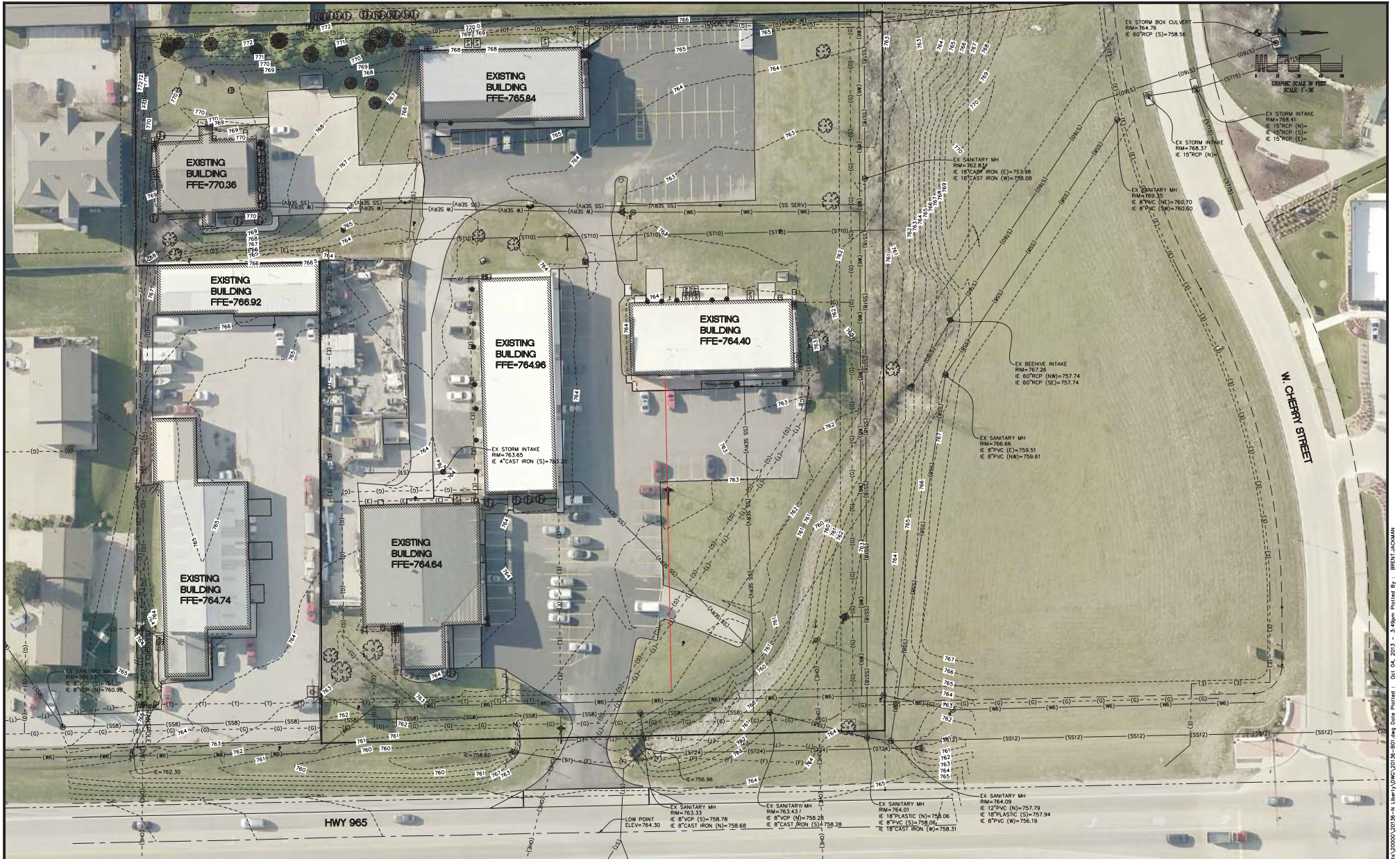
1. The rezoning request from C-2-A Highway Commercial District to C-2-A PAD Highway Commercial District Planned Area Development would achieve consistency with the approval standards enumerated in Section 165.09 of the Zoning Code; and
2. The site plan would achieve consistency with North Liberty Code of Ordinances Section 165.05(2) entitled, "Preliminary Site Plan Review", and other Code of Ordinance requirements.

### **Recommendation:**

Staff recommends the Planning Commission accept the two listed findings and forward the request for zoning map amendment (rezoning) from C-2-A Highway Commercial District to C-2-A PAD Highway Commercial District Planned Area Development on approximately 5.23 acres to the City Council with a recommendation for approval.

### **Suggested motion:**

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



DRAWN BY: DAS			
CHECKED BY: BWJ			
APPROVED BY: XXX			
DATE: 10/03/13			
FIELD BOOK: XXX	NO.	REVISION DESCRIPTION	APPROVED DATE

**HALL & HALL ENGINEERS, INC.**  
*Leaders in Land Development Since 1950*

1800 BOYSON ROAD, HAWAITHA, IOWA 52535  
 PHONE: 515-335-5555 FAX: 515-335-1555

CIVIL ENGINEERING • LANDSCAPE ARCHITECTURE  
 LAND SURVEYING AND DEVELOPMENT PLANNING

JDS DEVELOPMENT  
 HWY 965  
 NORTH LIBERTY, IOWA

TOPOGRAPHIC SURVEY AND BOUNDARY

PROJECT NO: 20136

CAD File: L:\Projects\20000\20136-N\_Liberty\DWG\20136-1801.dwg Date Plotted: 01/04/2013 3:49pm Plotted By: BRETT JACKMAN

# DRAWINGS FOR PROPOSED IMPROVEMENTS FRONTAGE ROAD AND LOT RESURFACING NORTH LIBERTY PLAZA, NORTH LIBERTY, JOHNSON COUNTY, IOWA

## LEGAL DESCRIPTION

175 N HIGHWAY 965 (PARCEL ID# 0612376002) AND 165 N HIGHWAY 965 (PARCEL ID# 0612385001), NORTH LIBERTY, JOHNSON COUNTY, IOWA.

## NOTE:

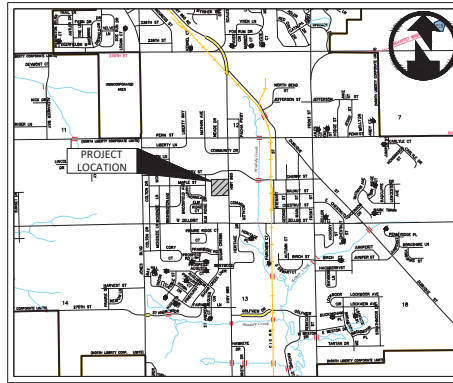
THE PROPOSED IMPROVEMENTS INCLUDED IN THESE DRAWINGS HAVE BEEN DESIGNED IN ACCORDANCE WITH CITY OF NORTH LIBERTY REQUIREMENTS AND THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS), LATEST ADDITION, UNLESS NOTED OTHERWISE ON THE PLANS.

GIVEN THIS PROPERTY WAS BUILT AND SUBDIVIDED IN A HISTORIC ERA, THE DEVELOPER REQUESTS A VARIANCE TO THE FOLLOWING:

ZONING CODE 168.03 - BUILDING SETBACK-EXISTING, NONCONFORMING BUILDING SETBACK BETWEEN EXISTING PARCELS WHICH DIVIDE BETWEEN THE SINGLE OWNER. EXISTING SETBACK IS ZERO (0) FEET. VARIANCE TO ALLOW ZERO FEET SETBACK OF EXISTING AND NEW CONSTRUCTION.

ZONING CODE 169.10 B - 60% REQUIREMENT FOR SPECIFIC WALL ELEVATION MATERIALS. GIVEN THE LOCATION OF EXISTING BUILDINGS AND IN PLACE EXTERIOR CONDITIONS, REQUEST TO REVIEW THE IMPROVEMENTS AS A WHOLE WITH PRIORITY PLACED ON PEDESTRIAN AND VEHICULAR VANTAGE POINTS. VARIANCE FOR FACADE MATERIALS EXTENDED TO TRASH ENCLOSURE WHICH IS TO BE INCORPORATED INTO A WALL WITH REQUESTED VARIANCE PER ELEVATION PLAN.

ZONING CODE 169.01 - CONSIDERATION FOR OVERFLOW PARKING SHARED IN COMMON WITH EXISTING COMMERCIAL SITE TO NORTH WHICH IS CURRENTLY OVER PARKED TO CODE. ADDITIONAL NEW PARKING CAN BE LOCATED BEHIND BUILDING 2 NEW CONSTRUCTION.



CITY OF NORTH LIBERTY, IOWA

SHEET INDEX	
C0.00	COVER SHEET
CIVIL	
C0.01	LEGEND AND GENERAL NOTES
C0.02	GENERAL NOTES
C1.00	EXISTING CONDITIONS AND REMOVALS PLAN
C2.00	SITE & EROSION CONTROL PLAN - FRONTAGE ROAD
C3.00	PAVEMENT PLAN - FRONTAGE ROAD
C4.00	SITE & EROSION CONTROL PLAN - LOT RESURFACING
C5.00	PAVEMENT PLAN - LOT RESURFACING

## APPLICANT INFORMATION

**OWNER/APPLICANT:**  
JEFF SCHWEITZER  
VANTAGE POINT PROPERTIES  
PHONE: 319-621-2335  
EMAIL: JEFF@NORTHLIBERTYPLAZA.COM

## PROJECT INFORMATION

**CONTACT PERSON:**  
BRIAN BOELK  
AXIOM CONSULTANTS, LLC  
60 E. COURT STREET, UNIT 3  
IOWA CITY, IOWA 52240-3833  
PHONE: 319-519-6220  
EMAIL: BBOELK@AXIOM-CON.COM

## UTILITY CONTACTS

<p><b>ALLIANT ENERGY</b> CONTACT NAME: ALLIANT ENERGY FIELD ENGINEER CONTACT PHONE: 800-255-4268 CONTACT EMAIL: LOCATE_IPL@ALLIANTENERGY.COM</p>	<p><b>SOUTH SLOPE TELEPHONE</b> CONTACT NAME: BRIAN FRESE CONTACT PHONE: 319-227-7111 CONTACT EMAIL: BRIAN@SOUTHSLOPE.COM</p>
<p><b>LINN COUNTY RECORDER</b> CONTACT NAME: JOHNA NUNEMAKER CONTACT PHONE: 319-377-1587 CONTACT EMAIL: LNUNEMAKER@LINNCOUNTYREC.COM</p>	<p><b>MEDIACOM IOWA CITY</b> CONTACT NAME: CARL NORTON CONTACT PHONE: 319-594-6201 CONTACT EMAIL: CNORTON@MEDIACOMCC.COM</p>
<p><b>MIDAMERICAN - GAS</b> CONTACT NAME: CARSON HEMPHILL CONTACT PHONE: 319-341-4461 CONTACT EMAIL: CRHEMPHILL@MIDAMERICAN.COM</p>	<p><b>UNIVERSITY OF IOWA</b> CONTACT NAME: CHRIS HATLAND CONTACT PHONE: CONTACT EMAIL: CHRIS-HATLAND@UIOWA.EDU</p>
<p><b>CITY OF NORTH LIBERTY</b> CONTACT NAME: TOM PALMER CONTACT PHONE: 319-626-5736 CONTACT EMAIL: TPALMER@NORTHLIBERTY.ORG</p>	<p><b>WINDSTREAM COMMUNICATIONS</b> CONTACT NAME: LOCATE DESK CONTACT PHONE: 800-289-1901 CONTACT EMAIL: LOCATE.DESK@WINDSTREAM.COM</p>



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

BRIAN A. BOELK, P.E.  
LICENSE NUMBER 16503. DATE \_\_\_\_\_

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022.

PAGES OR SHEETS COVERED BY THIS SEAL: ALL PLAN SHEETS

## CITY APPROVAL

BY: \_\_\_\_\_ DATE: \_\_\_\_\_



REV.	DESCRIPTION OF CHANGES	DATE
1	CITY SUBMITTAL	03-30-2023

**DRAWING LOG**

PROJECT NAME: NORTH LIBERTY PLAZA  
CITY: NORTH LIBERTY, IA  
CLIENT NAME: VANTAGE POINT PROPERTIES

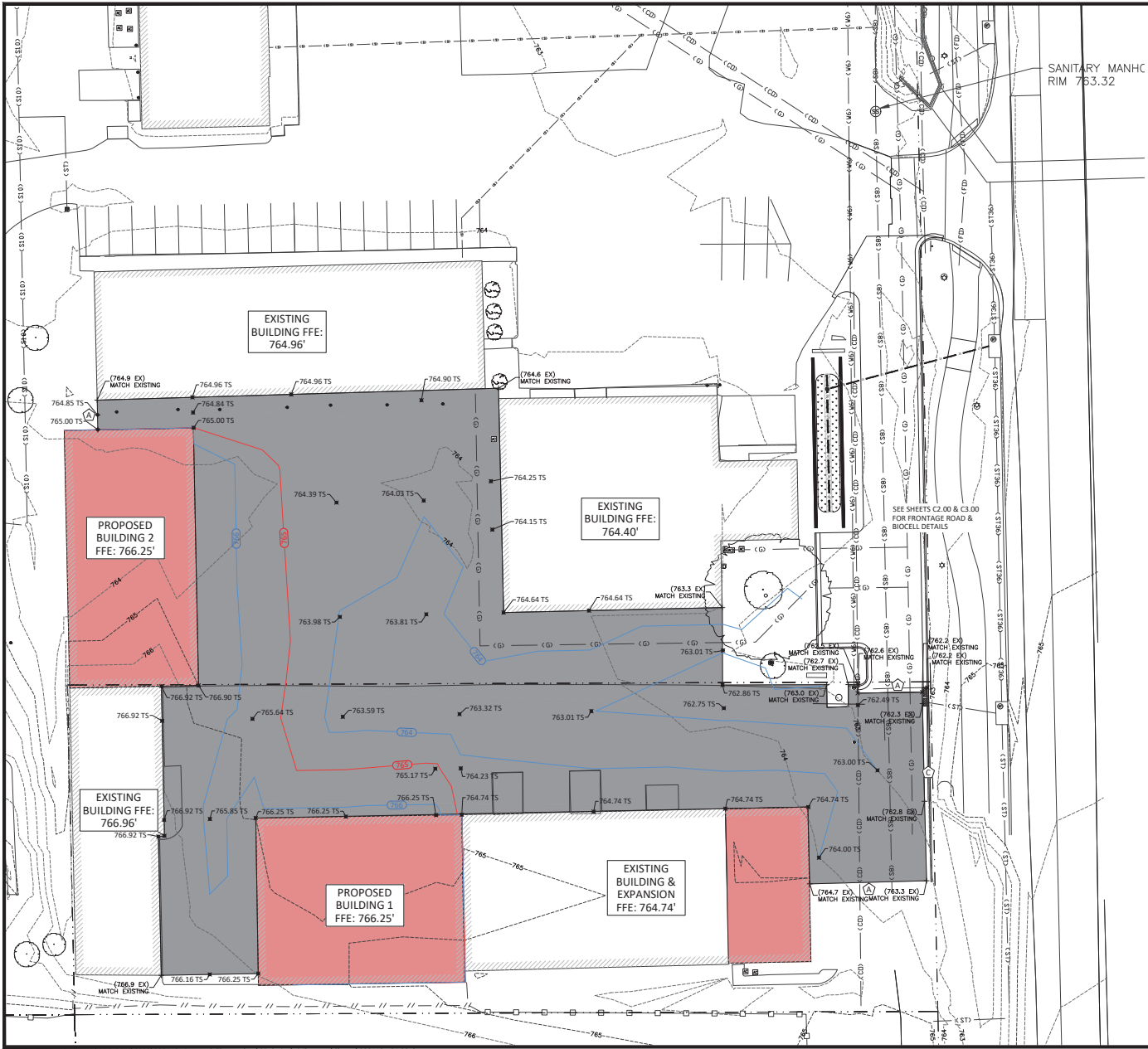
**NOT FOR CONSTRUCTION**

SHEET NAME: COVER SHEET  
PROJECT NO: 220113  
SHEET NUMBER: BOELK

C0.00





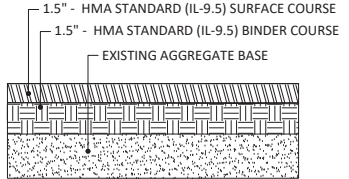


**PAVING PLAN KEY NOTES:**

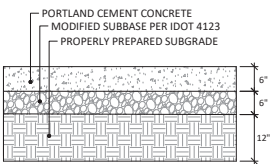
- (A) MATCH EXISTING ADJACENT PAVEMENT
- (B) SAWCUT AND REMOVE EXISTING PAVEMENT PER LIMITS OF PROPOSED PAVEMENT
- (C) INSTALL 6" STANDARD CURB

**GENERAL NOTES:**

1. JOINTING PLAN TO BE SUBMITTED BY PAVING CONTRACTOR FOR ENGINEER REVIEW PRIOR TO PLACEMENT.
  2. SEE SUDAS SECTION 7010 FOR ADDITIONAL CONCRETE PAVING REQUIREMENTS
- GT = GUTTER  
 TS = TOP OF SLAB  
 TC = TOP OF CURB  
 FG = FINISHED GRADE  
 EX = EXISTING GRADE
3. ASSUME STANDARD 6" CURB UNLESS NOTED OTHERWISE.



ACC PAVEMENT RESURFACE DETAIL 1  
NOT TO SCALE



STANDARD DUTY PAVEMENT SECTION - DEISING ALTERNATE 2  
NOT TO SCALE

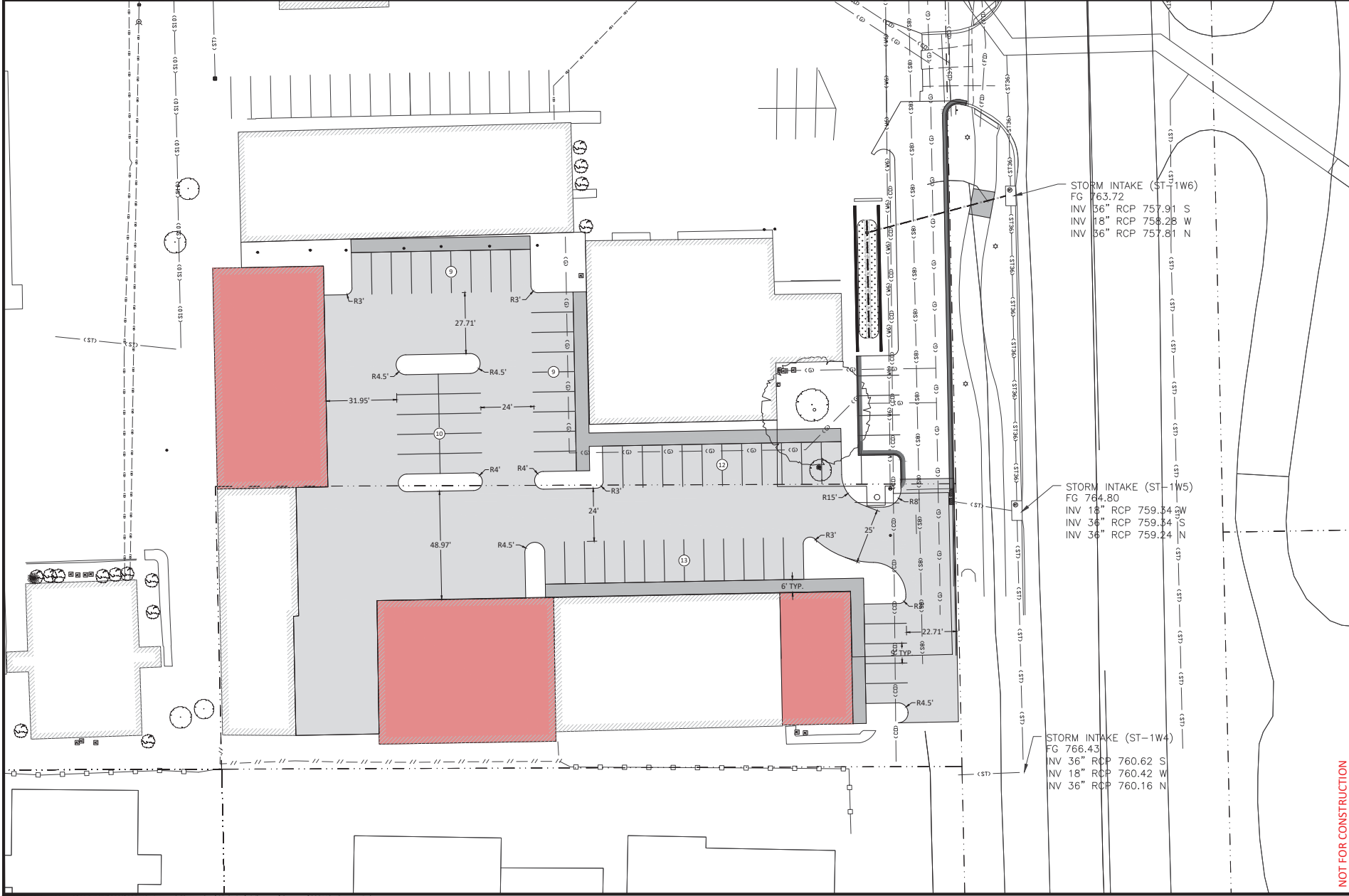
**NOT FOR CONSTRUCTION**

PROJECT NAME: NORTH LIBERTY PLAZA  
 SHEET NAME: PAVEMENT PLAN  
 CLIENT NAME: LOT RESURFACING  
 PROJECT NO: 220113  
 SHEET NUMBER: C5.00

ENGINEER: AXIOM CONSULTANTS  
 WWW.AXIOM-CONSULTANTS.COM | (817) 519-6220

DRAWING LOG  
 REV. 1  
 DATE 01-10-2023  
 DESCRIPTION OF CHANGES CITY SUBMITTAL

PROJECT NAME: NORTH LIBERTY PLAZA  
 CLIENT NAME: VANTAGE POINT PROPERTIES



NOT FOR CONSTRUCTION

SHEET NAME:  
 CONCEPT B  
 PROJECT NO.:  
 220113  
 SHEET NUMBER:  
 1 OF 1

PROJECT NAME:  
 NORTH LIBERTY PLAZA  
 CLIENT NAME:  
 NORTH LIBERTY, IA  
 VANTAGE POINT PROPERTIES

REV.	DESCRIPTION OF CHANGES	DATE





REVISIONS		
Rev #	Date	Description

**VANTAGE ARCHITECTS**  
 4800 BOWLING ST., SW, STE 100  
 CEDAR RAPIDS, IA 52404  
 319-882-7138 (phone)  
 319-882-7138 (fax)  
 www.vantagearch.com

**POINT BUILDERS**  
 4800 BOWLING ST., SW, STE 100  
 CEDAR RAPIDS, IA 52404  
 319-882-7138 (phone)  
 319-882-7138 (fax)

**NORTH LIBERTY PLAZA**  
 165 HIGHWAY 965  
 NORTH LIBERTY, IOWA

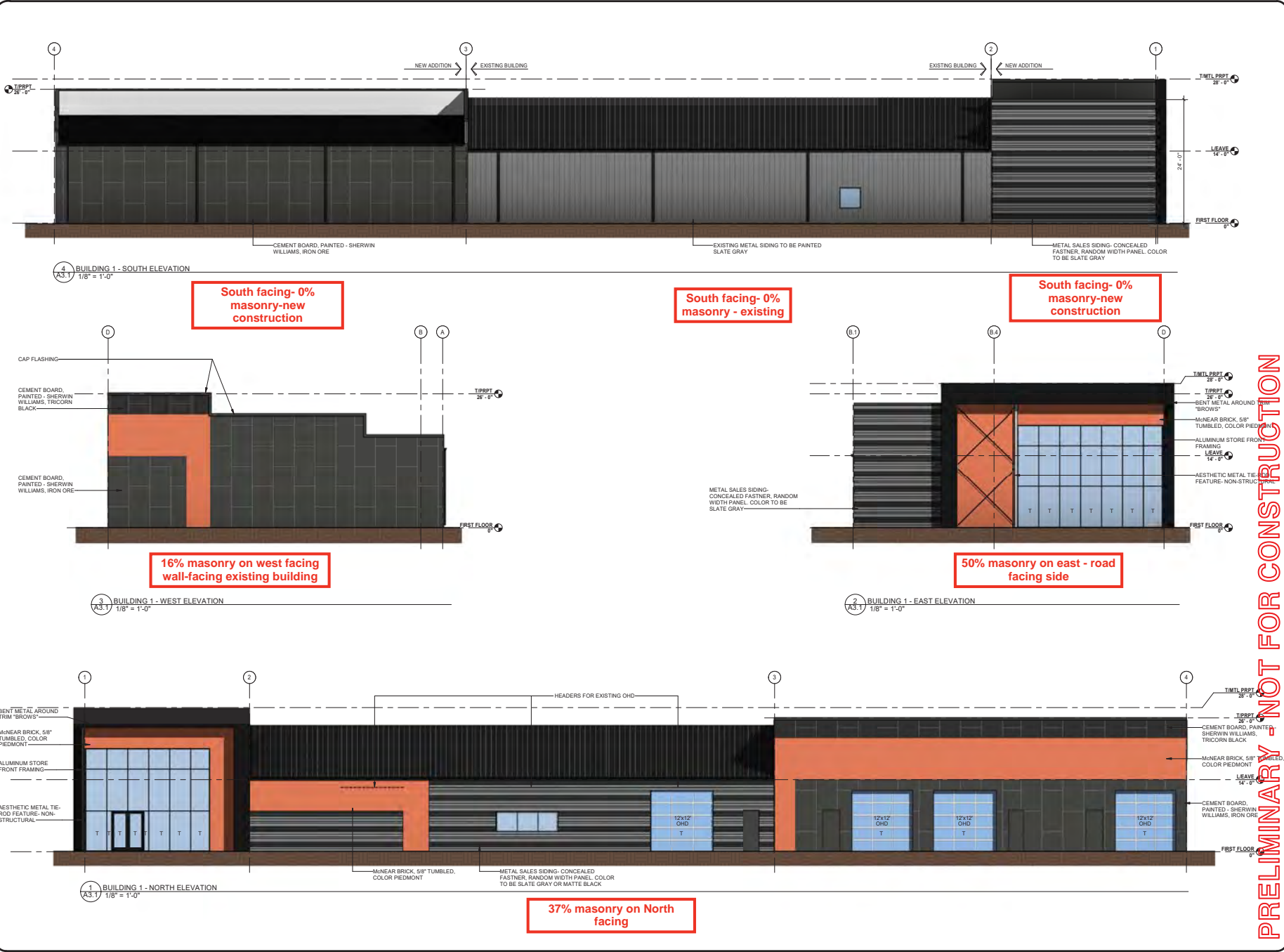
SCHEMATIC

DATE	JOB NO.	CHECKED
02-22-2023	GA-0151	

BUILDING 1 ELEVATIONS

SHEET  
A3.1

PRELIMINARY - NOT FOR CONSTRUCTION



C:\TEMP\NORTH LIBERTY PLAZA\_001\_001.dwg (02/22/2023 10:58:00 AM)



**Ordinance No. 2023-06**

**AN ORDINANCE AMENDING THE ZONING MAP DISTRICT DESIGNATION FOR CERTAIN PROPERTY LOCATED IN NORTH LIBERTY, IOWA FROM C-2-A HIGHWAY COMMERCIAL DISTRICT TO C-2-A PAD HIGHWAY COMMERCIAL PLANNED AREA DEVELOPMENT DISTRICT**

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

**SECTION 1. AMENDMENT.** The Official Zoning Map incorporated in Chapter 168.01(2) of the North Liberty Code of Ordinances is hereby amended by designating the zoning district for 5.23 acres, more or less, as C-2-A PAD Highway Commercial Planned Area Development District for property particularly described as follows:

Lot 1 Karrar's Second Subdivision, North Liberty, Iowa, according to the Plat thereof recorded in Book 33, Page 228, Plat Records of Johnson County, Iowa Recorder, AND Lot 1, Karrar's Third Addition, North Liberty, Iowa, according to the Plat thereof recorded in Book 34, Page 161, Plat Records of Johnson County, Iowa Recorder;

**SECTION 2. CONDITIONS IMPOSED.** At the April 18, 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 \_\_\_\_.  
Second reading on \_\_\_\_.  
Third and final reading on \_\_\_\_\_.

**CITY OF NORTH LIBERTY:**

\_\_\_\_\_  
CHRIS HOFFMAN, MAYOR

ATTEST:

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

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

I certify that the forgoing was published as Ordinance No. 2023-06 in *The Gazette* on the \_\_\_\_ of \_\_\_\_\_, 2023.

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



**City Initiated Zoning Map  
Amendment on property  
owned by 160-965, LLC**



April 18, 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 a zoning map amendment (rezoning) on approximately 3.69 acres, from I-1 Light Industrial District to C-3 Higher-Intensity Commercial District on property located at the northeast corner of North Highway 965/Ranshaw Way and Commercial Drive (Also Known As 160 North Highway 965/Ranshaw Way).

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its April 18, 2023 meeting. The Planning Commission took the following action:

**Finding:**

1. The rezoning request from I-1 Light Industrial District to C-3 Higher-Intensity Commercial District would achieve consistency with the approval standards enumerated in Section 165.09 of the Zoning Code.

**Recommendation:**

The Planning Commission accepted the listed finding and forwards the request for zoning map amendment (rezoning) from I-1 Light Industrial District to C-3 Higher-Intensity Commercial District on approximately 3.69 acres to the City Council with a recommendation for approval.

The vote for approval was 4-0.

Josey Bathke, Chairperson  
City of North Liberty Planning Commission





To **City of North Liberty Planning Commission**  
From **Ryan Rusnak, AICP**  
Date **April 14, 2023**  
Re **Request of the City of North Liberty for a zoning map amendment (rezoning) on approximately 3.69 acres, from I-1 Light Industrial District to C-3 Higher-Intensity Commercial District on property located at the northeast corner of North Highway 965/Ranshaw Way and Commercial Drive (Also Known As 160 North Highway 965/Ranshaw Way).**

---

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

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

**1. Request Summary:**

This is a City-initiated rezoning to achieve consistency with the new Comprehensive Plan Connected to Tomorrow, which was adopted by City Council on February 28, 2023.

Section 165.09(2) of the North Liberty Code of Ordinances reads, "Initiation. The City or a property owner in the City, or person expressly authorized in writing by the property owner, may propose a zoning text or map amendment."

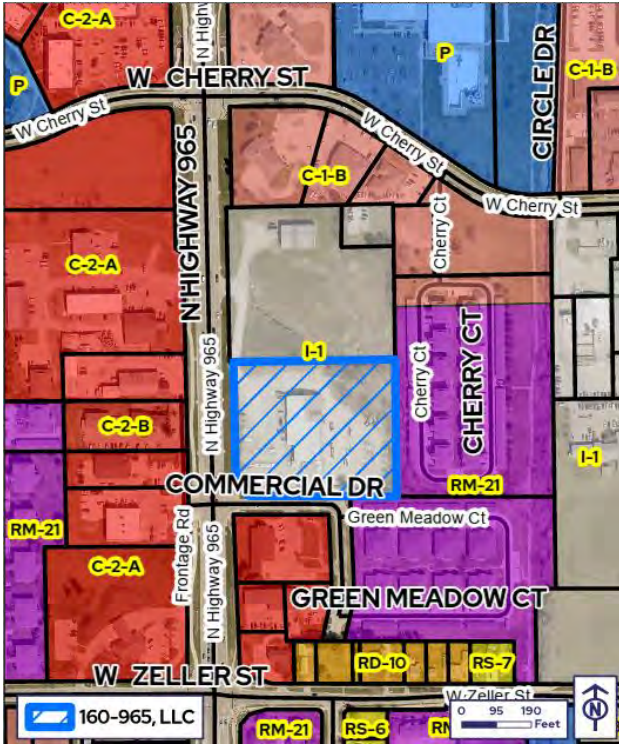
**2. Current and Proposed Zoning:**

Current Zoning

I-1 Light Industrial District. The I-1 District is intended to provide for the development of modern landscaped light-industrial and commercial establishments which have negligible impacts upon areas outside of the zoned district, and seek a hazard-and nuisance-free environment. The district is intended to provide for manufacture, assembly, fabrication, storage, and/or processing of goods listed for the location of compatible uses.

Proposed Zoning

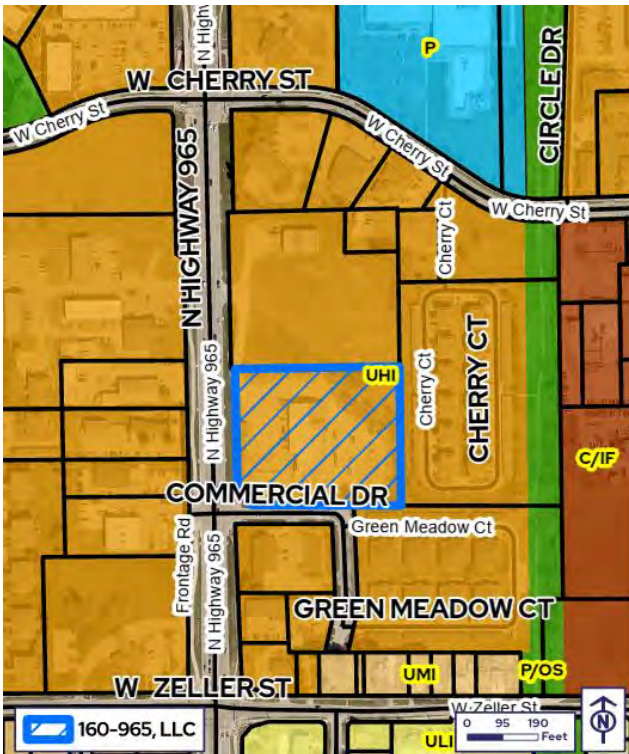
C-3 Higher-Intensity Commercial District. The C-3 District is intended to accommodate higher-intensity commercial development that serves both local and regional markets. The C-3 District addresses medium and large-scale development that may generate considerable traffic and typically requires significant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



### 3. Comprehensive Plan

#### Future Land Use Map designation

UHI Urban High Intensity. The current I-1 zoning is not consistent with the UHI Land Use designation, however, the C-3 zoning would be consistent with UHI.



## Urban High Intensity Description

These areas have increased economic activity and a higher frequency of diverse and complementary uses. High-intensity areas include more urban services with a horizontal and vertical mix of high-density residential uses and community to regional commercial uses of compatible densities and scales.

### Residential

Developments have more focus on non-residential buildings but still offer residential uses ranging from townhomes and apartments. Mixing residential with commercial uses on the same site is encouraged when feasible from a design and market capitalization standpoint.

### Form and Features

- » Aggregate development density at 14+ units per acre at sites with direct access to major arterial and collector streets. Development should avoid the creation of isolated multi-family development.
- » Edges of UHI residential developments transition to lower intensity uses or buffer from industrial/commercial uses through design, landscaping, and buffering.

### Non-Residential

More prevalent and focus in the UHI district that can include larger offices, medical buildings, commercial, and larger institutional uses such as places of worship, community centers, and indoor recreation.

## 4. Public Input:

Good neighbor meetings are not required with City-initiated rezonings. Mailed notice (certified and regular) of the proposed rezoning was sent to the property owner listed in public records.

## 5. Analysis of the Request

Figure 3.4 within Connected to Tomorrow was utilized to determine which zoning district would be compatible with the Future Land Use Map.

Figure 3.4: Land Use Compatibility

TRADITIONAL LAND USES	AGRICULTURE (AG)	URBAN RESERVE (UR)	URBAN LOW INTENSITY (ULI)	URBAN MEDIUM INTENSITY (UMI)	URBAN HIGH INTENSITY (UHI)	COMMERCIAL/ INDUSTRIAL FLEX (FLX)	PUBLIC AND SEMI PUBLIC (PUB)	PARK AND OPEN SPACE (P, OS)
Agriculture	●	●						○
Rural residential		●						
Low-density residential			●	○				
Medium-density residential			●	●				
High-density residential				●	●	○		
Rural commercial		●						
Neighborhood commercial			○	●	●	●		
Community commercial				○	●	●		
Regional commercial					○	●		
Low/medium intensity office			○	●	●	●		
High-intensity office				○	●	●		
Limited industrial		○				●		
Heavy industrial						○		
Parks and civic uses	●	●	●	●	●	○	●	●
Major public/civic facilities					○	○	●	○
Residential density range (du/A*)	≤40	≤40	3-8	7-14	14+	14+	NA	NA

● Permitted ○ Permitted with special review  
 \*Dwelling Units per Acre

The C-3 zoning was selected because it is the highest intensity commercial district.

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 zoning would be compatible with the area.*

(c) The compatibility with established neighborhood character.

*It is staff's opinion that the proposed zoning 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 zoning 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.

*There are several permitted uses listed in the I-1 district. However, a consistency review of any use with the Comprehensive Plan must be performed. For example, a retail goods establishment is listed as a permitted use within the I-1 District. That use would be appropriate if developed in accordance with commercial design standards.*

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

*It is staff's opinion that the proposed zoning would not create any nonconformities.*

## **6. Additional Considerations:**

The development and adoption of Connected to Tomorrow was a yearlong effort, which was the result of substantial input. The Plan identifies a shared vision and set of goals for the community based on a series of public discussions and community needs. Much like the 2013 plan, the 2022 comprehensive plan serves three primary roles:

- A Shared Vision for the Future. Comprehensive planning provides an opportunity for residents to create a shared vision for their community. Residents and City Staff identified issues and opportunities for North Liberty's land use, infrastructure, public facilities, natural resources, and more. These findings create a vision and set public priorities.
- Guidance for Decision-Makers. The plan serves as a guide for City Staff, the Planning Commission, City Council, and other City boards and commissions as they set policy, make public investments, and deliberate land use decisions.
- Legal Basis for Land Use Regulations. The Code of Iowa allows cities to adopt land use regulations, such as zoning and subdivision ordinances, to promote the "health, safety, morals or general welfare of the community." These regulations govern how to develop land within the city and its extraterritorial jurisdiction. Land use regulations recognize that people live cooperatively and have certain responsibilities to coordinate and harmonize private property uses. Connected to Tomorrow provides a legal basis for these regulations.

The adoption of Connected Tomorrow is a directive to align the Zoning Ordinance and Map with the comprehensive plan. To quote the Plan, "Policymakers, most notably the City Council and Planning and Zoning Commission, will help set the course to realize this plan. These are the bodies to create and administer the policies that shape development in North Liberty. The plan should be a reliable guide to help with decisions related to large-scale policies and individual projects."

## **7. Staff Recommendation:**

### **Finding:**

1. The rezoning request from I-1 Light Industrial District 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 I-1 Light Industrial District to C-3 Higher-Intensity Commercial District on approximately 3.69 acres to the City Council with a recommendation for approval.

### **Suggested motion:**

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

**Ordinance No. 2023-07**

**AN ORDINANCE AMENDING THE ZONING MAP DISTRICT DESIGNATION FOR CERTAIN PROPERTY LOCATED IN NORTH LIBERTY, IOWA FROM I-1 LIGHT INDUSTRIAL 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 3.69 acres, more or less, as C-3 Higher-Intensity Commercial District for property particularly described as follows:

The property subject to the rezoning is part of the Southwest Quarter of the Southeast Quarter of Section 12, Township 80 North, Range 7 West of the 5th Principal Meridian, Johnson County, Iowa and is more particularly described as follows: Commencing at the Southwest corner of said Southeast Quarter, thence N01°15'30"W, 534.38 feet along the West line of the Southeast Quarter of said Section; thence N88°44'30"E, 79.69 feet to the point of beginning; which is a point on the east right-of-way line of Old U.S. Highway 218; thence N01°19'48"W, 363.52 feet along said right-of-way; thence N88°59'51"E, 450.85 feet; thence S0°46'13"E, 372.47 feet; thence N89°51'23"W, 447.35 feet to the point of beginning. Excepting therefrom all public rights-of-way;

**SECTION 2. CONDITIONS IMPOSED.** At the April 18, 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 \_\_\_\_\_.  
Second reading on \_\_\_\_\_.  
Third and final reading on \_\_\_\_\_.

**CITY OF NORTH LIBERTY:**

\_\_\_\_\_  
CHRIS HOFFMAN, MAYOR

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

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

I certify that the forgoing was published as Ordinance No. 2023-07 in *The Gazette* on the \_\_\_\_ of \_\_\_\_\_, 2023.

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



**City Initiated Zoning Map  
Amendment on property  
owned by Mackin Estates,  
LLC**



April 18, 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 a zoning map amendment (rezoning) on approximately .40 acres, from RM-21 Multi-Unit Residence District to RM-12 Multi-Unit Residence District on property located at the northwest corner of North Front Street and West Zeller Street (Also Known As 20 West Zeller Street).

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its April 18, 2023 meeting. The Planning Commission took the following action:

**Finding:**

1. The rezoning request from RM-21 Multi-Unit Residence District to RM-12 Multi-Unit Residence District would achieve consistency with the approval standards enumerated in Section 165.09 of the Zoning Code.

**Recommendation:**

The Planning Commission accepted the listed finding and forwards the request for zoning map amendment (rezoning) from RM-21 Multi-Unit Residence District to RM-12 Multi-Unit Residence District on .40 acres to the City Council with a recommendation for approval.

The vote for approval was 4-0.

Josey Bathke, Chairperson  
City of North Liberty Planning Commission



To **City of North Liberty Planning Commission**  
From **Ryan Rusnak, AICP**  
Date **April 14, 2023**  
Re **Request of the City of North Liberty for a zoning map amendment (rezoning) on approximately .40 acres, from RM-21 Multi-Unit Residence District to RM-12 Multi-Unit Residence District on property located at the northwest corner of North Front Street and West Zeller Street (Also Known As 20 West Zeller Street).**

---

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

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

**1. Request Summary:**

This is a City-initiated rezoning to achieve consistency with the new Comprehensive Plan Connected to Tomorrow, which was adopted by City Council on February 28, 2023.

Section 165.09(2) of the North Liberty Code of Ordinances reads, "Initiation. The City or a property owner in the City, or person expressly authorized in writing by the property owner, may propose a zoning text or map amendment."

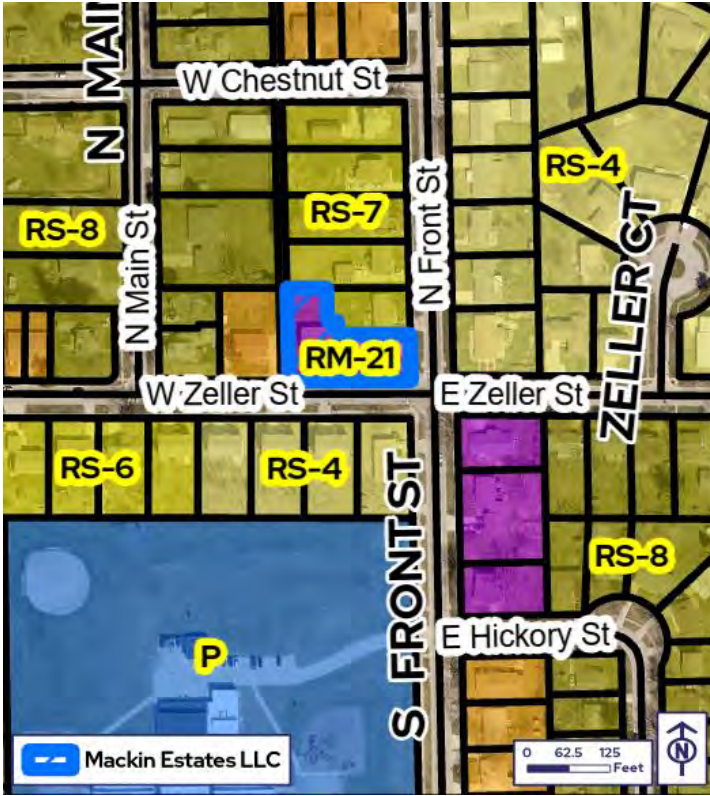
**2. Current and Proposed Zoning:**

Current Zoning

RM-21 Multi-Unit Residence District. The RM-21 District is intended to provide and maintain high-density, multiple-unit housing residential neighborhoods. Limited non-residential uses that are compatible with the surrounding residential neighborhoods may be permitted in the RM-21 District.

Proposed Zoning

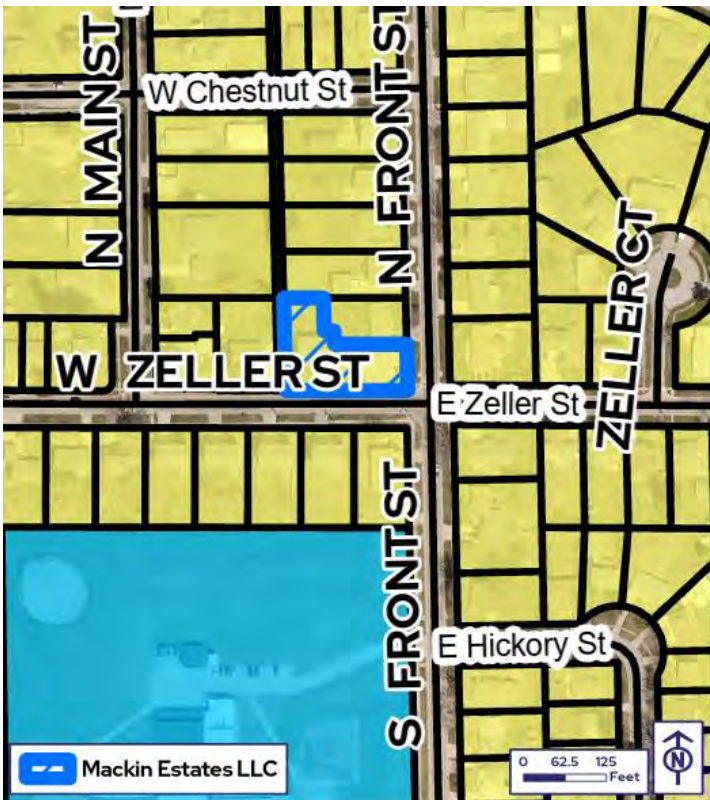
RM-12 Multi-Unit Residence District. The RM-12 District is intended to provide and maintain medium-density, multiple-unit housing residential neighborhoods. Limited non-residential uses that are compatible with the surrounding residential neighborhoods may be permitted in the RM-12 District.



### 3. Comprehensive Plan

Future Land Use Map designation

ULI Urban Low Intensity. The current RM-21 zoning is not consistent with the ULI Land Use designation, however, the RM-12 zoning would be consistent with ULI.



### Urban Low Intensity Description

An efficient, walkable pattern of lower-density development. Compared to denser areas, ULI has more space and separation of uses, with farther distances between destinations and fewer shared amenities. Low-intensity areas can include a horizontal mix of primarily residential and limited non-residential uses at compatible lower densities and scales.

### Residential

Emphasis on single-family detached and attached residential developments. Attached housing projects may primarily be at transition areas between arterial or collector streets, small scale commercial uses, and higher intensity districts.

### Form and Features

- » General aggregate development density of 3 to 8 units per acre. Lot sizes can vary within developments to provide different housing types.
- » A framework of streets and open space should create neighborhoods and multiple access points for all types of transportation.
- » Open spaces, streets, and trail connections integrate with the larger community.

### 4. Public Input:

Good neighbor meetings are not required with City-initiated rezonings. Mailed notice (certified and regular) of the proposed rezoning was sent to the property owner listed in public records.

### 5. Analysis of the Request

Figure 3.4 within Connected to Tomorrow was utilized to determine which zoning district would be compatible with the Future Land Use Map.

Figure 3.4: Land Use Compatibility

TRADITIONAL LAND USES	AGRICULTURE (AG)	URBAN RESERVE (UR)	URBAN LOW INTENSITY (ULI)	URBAN MEDIUM INTENSITY (UMI)	URBAN HIGH INTENSITY (UHI)	COMMERCIAL/ INDUSTRIAL FLEX (FLX)	PUBLIC AND SEMI PUBLIC (PUB)	PARK AND OPEN SPACE (P, OS)
Agriculture	●	●						○
Rural residential		●						
Low-density residential			●	○				
Medium-density residential			●		○			
High-density residential			●	●	●	○		
Rural commercial		●						
Neighborhood commercial			○	●	●	●		
Community commercial				○	●	●		
Regional commercial					○	●		
Low/medium intensity office			○	●	●	●		
High-intensity office				○	●	●		
Limited industrial		○				●		
Heavy industrial						○		
Parks and civic uses	●	●	●	●	●	○	●	●
Major public/civic facilities						○	●	○
Residential density range (du/A*)	≤40	≤40	3-8	7-14	14+	14+	NA	NA

● Permitted ○ Permitted with special review  
\*Dwelling Units per Acre

The RM-12 zoning was selected due to current number of (four) residential units on the property (12 units x .40 acres = 4.8 units).



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 zoning would be compatible with the area.*

(c) The compatibility with established neighborhood character.

*It is staff's opinion that the proposed zoning 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 zoning 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.

*The RM-21 District permits residential development at 21 units per acre. This is too dense based on the size of the property and the character of the area.*

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

*It is staff's opinion that the proposed zoning would not create any nonconformities.*

## **6. Additional Considerations:**

The development and adoption of Connected to Tomorrow was a yearlong effort, which was the result of substantial input. The Plan identifies a shared vision and set of goals for the community based on a series of public discussions and community needs. Much like the 2013 plan, the 2022 comprehensive plan serves three primary roles:

- A Shared Vision for the Future. Comprehensive planning provides an opportunity for residents to create a shared vision for their community. Residents and City Staff identified issues and opportunities for North Liberty's land use, infrastructure, public facilities, natural resources, and more. These findings create a vision and set public priorities.
- Guidance for Decision-Makers. The plan serves as a guide for City Staff, the Planning Commission, City Council, and other City boards and commissions as they set policy, make public investments, and deliberate land use decisions.
- Legal Basis for Land Use Regulations. The Code of Iowa allows cities to adopt land use regulations, such as zoning and subdivision ordinances, to promote the "health, safety, morals or general welfare of the community." These regulations govern how to develop land within the city and its extraterritorial jurisdiction. Land use regulations recognize that people live cooperatively and have certain responsibilities to coordinate and harmonize private property uses. Connected to Tomorrow provides a legal basis for these regulations.

The adoption of Connected to Tomorrow is a directive to align the Zoning Ordinance and Map with the comprehensive plan. To quote the Plan, "Policymakers, most notably the City Council and Planning and Zoning Commission, will help set the course to realize this plan. These are the bodies to create and administer the policies that shape development in North Liberty. The plan should be a reliable guide to help with decisions related to large-scale policies and individual projects."

## **7. Staff Recommendation:**

### **Finding:**

1. The rezoning request from RM-21 Multi-Unit Residence District to RM-12 Multi-Unit Residence 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 RM-21 Multi-Unit Residence District to RM-12 Multi-Unit Residence District on .40 acres to the City Council with a recommendation for approval.

### **Suggested motion:**

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

**Ordinance No. 2023-08**

**AN ORDINANCE AMENDING THE ZONING MAP DISTRICT DESIGNATION FOR CERTAIN PROPERTY LOCATED IN NORTH LIBERTY, IOWA FROM RM-21 MULTI-UNIT RESIDENCE DISTRICT TO RM-12 MULTI-UNIT RESIDENCE DISTRICT**

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

**SECTION 1. AMENDMENT.** The Official Zoning Map incorporated in Chapter 168.01(2) of the North Liberty Code of Ordinances is hereby amended by designating the zoning district for 0.40 acres, more or less, as RM-12 Multi-Unit Residence District for property particularly described as follows:

All of Lots B and C, and that part of Lot A described as follows: Commencing at the southwest corner of Lot A, thence east 15 feet, thence north 20 feet to a point 15 feet east of the west boundary of Lot A, thence west 15 feet to the west boundary of said Lot A, thence south 20 feet to the point of beginning, all in the resubdivision of Lots 1, 2 and 3 of Block 1 of Original Town of North Liberty, Iowa, according to the plat thereof recorded in Plat Book 10, Page 30, Plat Records of Johnson County, Iowa;

**SECTION 2. CONDITIONS IMPOSED.** At the April 18, 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 \_\_\_\_\_.

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. 2023-08 in *The Gazette* on the \_\_\_\_ of \_\_\_\_\_, 2023.

---

TRACEY MULCAHEY, CITY CLERK



**City Initiated Zoning Map  
Amendment on property  
owned by Random  
Commercial Properties,  
LLC**



April 18, 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 a zoning map amendment (rezoning) on approximately 4.0 acres, from I-1 Light Industrial District to C-3 Higher-Intensity Commercial District on property located on the east side of North Highway 965/Ranshaw Way approximately 275 feet south of West Cherry Street (Also Known As 250 North Highway 965/Ranshaw Way).

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its April 18, 2023 meeting. The Planning Commission took the following action:

**Finding:**

1. The rezoning request from I-1 Light Industrial District to C-3 Higher-Intensity Commercial District would achieve consistency with the approval standards enumerated in Section 165.09 of the Zoning Code.

**Recommendation:**

The Planning Commission accepted the listed finding and forwards the request for zoning map amendment (rezoning) from I-1 Light Industrial District to C-3 Higher-Intensity Commercial District on approximately 4.0 acres to the City Council with a recommendation for approval.

The vote for approval was 4-0.

Josey Bathke, Chairperson  
City of North Liberty Planning Commission





To **City of North Liberty Planning Commission**  
From **Ryan Rusnak, AICP**  
Date **April 14, 2023**  
Re **Request of the City of North Liberty for a zoning map amendment (rezoning) on approximately 4.0 acres, from I-1 Light Industrial District to C-3 Higher-Intensity Commercial District on property located on the east side of North Highway 965/Ranshaw Way approximately 275 feet south of West Cherry Street (Also Known As 250 North Highway 965/Ranshaw Way).**

---

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

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

**1. Request Summary:**

This is a City-initiated rezoning to achieve consistency with the new Comprehensive Plan Connected to Tomorrow, which was adopted by City Council on February 28, 2023.

Section 165.09(2) of the North Liberty Code of Ordinances reads, "Initiation. The City or a property owner in the City, or person expressly authorized in writing by the property owner, may propose a zoning text or map amendment."

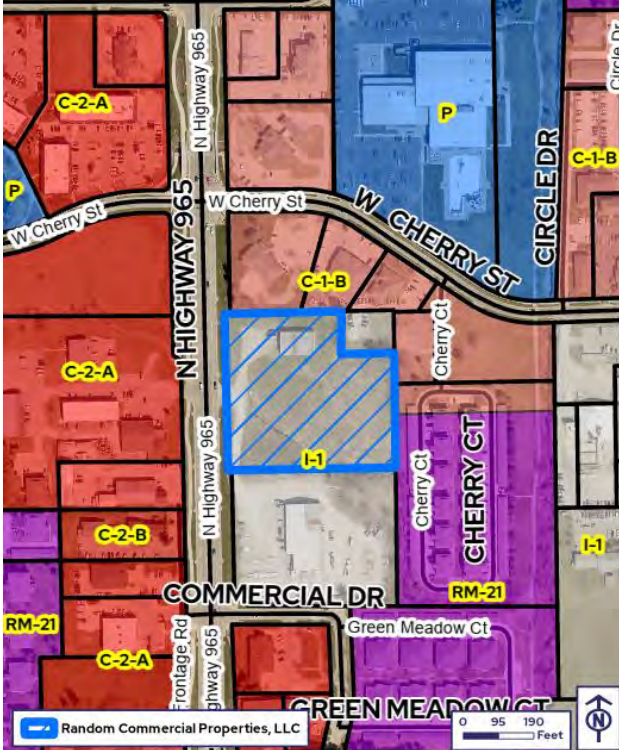
**2. Current and Proposed Zoning:**

Current Zoning

I-1 Light Industrial District. The I-1 District is intended to provide for the development of modern landscaped light-industrial and commercial establishments which have negligible impacts upon areas outside of the zoned district, and seek a hazard-and nuisance-free environment. The district is intended to provide for manufacture, assembly, fabrication, storage, and/or processing of goods listed for the location of compatible uses.

Proposed Zoning

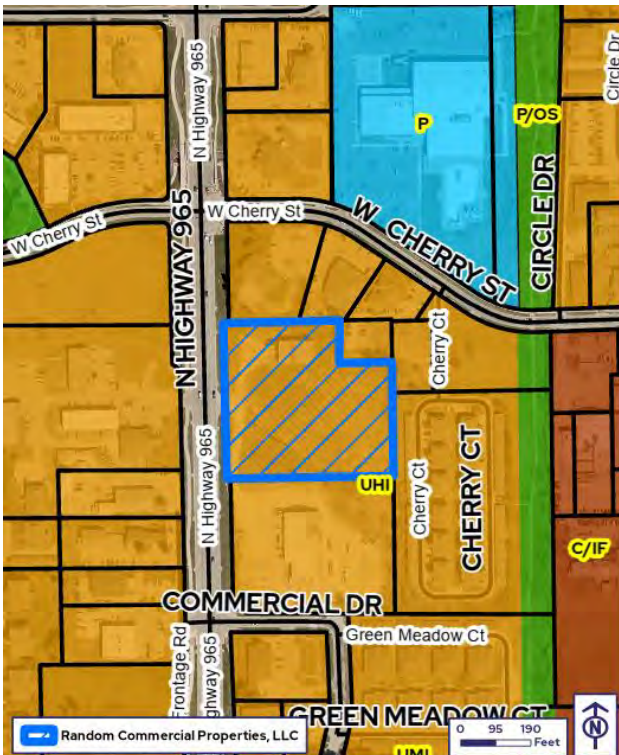
C-3 Higher-Intensity Commercial District. The C-3 District is intended to accommodate higher-intensity commercial development that serves both local and regional markets. The C-3 District addresses medium and large-scale development that may generate considerable traffic and typically requires significant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



### 3. Comprehensive Plan

#### Future Land Use Map designation

UHI Urban High Intensity. The current I-1 zoning is not consistent with the UHI Land Use designation, however, the C-3 zoning would be consistent with UHI.



### Urban High Intensity Description

These areas have increased economic activity and a higher frequency of diverse and complementary uses. High-intensity areas include more urban services with a horizontal and vertical mix of high-density residential uses and community to regional commercial uses of compatible densities and scales.

#### Residential

Developments have more focus on non-residential buildings but still offer residential uses ranging from townhomes and apartments. Mixing residential with commercial uses on the same site is encouraged when feasible from a design and market capitalization standpoint.

#### Form and Features

- » Aggregate development density at 14+ units per acre at sites with direct access to major arterial and collector streets. Development should avoid the creation of isolated multi-family development.
- » Edges of UHI residential developments transition to lower intensity uses or buffer from industrial/commercial uses through design, landscaping, and buffering.

#### Non-Residential

More prevalent and focus in the UHI district that can include larger offices, medical buildings, commercial, and larger institutional uses such as places of worship, community centers, and indoor recreation.

## 4. Public Input:

Good neighbor meetings are not required with City-initiated rezonings. Mailed notice (certified and regular) of the proposed rezoning was sent to the property owner listed in public records.

Figure 3.4: Land Use Compatibility

TRADITIONAL LAND USES	AGRICULTURE (AG)	URBAN RESERVE (UR)	URBAN LOW INTENSITY (ULI)	URBAN MEDIUM INTENSITY (UMI)	URBAN HIGH INTENSITY (UHI)	COMMERCIAL/ INDUSTRIAL FLEX (FLX)	PUBLIC AND SEMI PUBLIC (PUB)	PARK AND OPEN SPACE (P, OS)
Agriculture	●	●						○
Rural residential		●						
Low-density residential			●	○				
Medium-density residential			●	●	○			
High-density residential				●	●	○		
Rural commercial		●						
Neighborhood commercial			○	●	●	●		
Community commercial				○	●	●		
Regional commercial					○	●		
Low/medium intensity office			○	○	●	●		
High-intensity office				○	●	●		
Limited industrial		○			○	○		
Heavy industrial						○		
Parks and civic uses	●	●	●	●	●	○	●	●
Major public/civic facilities					○	○		○
Residential density range (du/A*)	≤40	≤40	3-8	7-14	14+	14+	NA	NA

● Permitted ○ Permitted with special review  
\*Dwelling Units per Acre

The C-3 zoning was selected because it is the highest intensity commercial district.

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 zoning would be compatible with the area.*

(c) The compatibility with established neighborhood character.

*It is staff's opinion that the proposed zoning 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 zoning 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.

*There are several permitted uses listed in the I-1 district. However, a consistency review of any use with the Comprehensive Plan must be performed. For example, a retail goods establishment is listed as a permitted use within the I-1 District. That use would be appropriate if developed in accordance with commercial design standards.*

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

*It is staff's opinion that the proposed zoning would not create any nonconformities.*

## **6. Additional Considerations:**

The development and adoption of Connected to Tomorrow was a yearlong effort, which was the result of substantial input. The Plan identifies a shared vision and set of goals for the community based on a series of public discussions and community needs. Much like the 2013 plan, the 2022 comprehensive plan serves three primary roles:

- A Shared Vision for the Future. Comprehensive planning provides an opportunity for residents to create a shared vision for their community. Residents and City Staff identified issues and opportunities for North Liberty's land use, infrastructure, public facilities, natural resources, and more. These findings create a vision and set public priorities.
- Guidance for Decision-Makers. The plan serves as a guide for City Staff, the Planning Commission, City Council, and other City boards and commissions as they set policy, make public investments, and deliberate land use decisions.
- Legal Basis for Land Use Regulations. The Code of Iowa allows cities to adopt land use regulations, such as zoning and subdivision ordinances, to promote the "health, safety, morals or general welfare of the community." These regulations govern how to develop land within the city and its extraterritorial jurisdiction. Land use regulations recognize that people live cooperatively and have certain responsibilities to coordinate and harmonize private property uses. Connected to Tomorrow provides a legal basis for these regulations.

The adoption of Connected to Tomorrow is a directive to align the Zoning Ordinance and Map with the comprehensive plan. To quote the Plan, "Policymakers, most notably the City Council and Planning and Zoning Commission, will help set the course to realize this plan. These are the bodies to create and administer the policies that shape development in North Liberty. The plan should be a reliable guide to help with decisions related to large-scale policies and individual projects."

## **7. Staff Recommendation:**

### **Finding:**

1. The rezoning request from I-1 Light Industrial District 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 I-1 Light Industrial District to C-3 Higher-Intensity Commercial District on approximately 4.0 acres to the City Council with a recommendation for approval.

### **Suggested motion:**

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

**Ordinance No. 2023-09**

**AN ORDINANCE AMENDING THE ZONING MAP DISTRICT DESIGNATION FOR CERTAIN PROPERTY LOCATED IN NORTH LIBERTY, IOWA FROM I-1 LIGHT INDUSTRIAL 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 4.0 acres, more or less, as C-3 Higher-Intensity Commercial District for property particularly described as follows:

Lot 1, Lindner First Addition, North Liberty, Johnson County, Iowa according to the plat thereof recorded in Book 32, Page 329, Plat Records of Johnson County, Iowa;

**SECTION 2. CONDITIONS IMPOSED.** At the April 18, 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 \_\_\_\_\_.



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

**CITY OF NORTH LIBERTY:**

\_\_\_\_\_  
CHRIS HOFFMAN, MAYOR

ATTEST:

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

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

I certify that the forgoing was published as Ordinance No. 2023-09 in *The Gazette* on the \_\_\_\_ of \_\_\_\_\_, 2023.

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



**City Initiated Zoning Map  
Amendment on property  
owned by Stephen M. &  
Debra B. Carneol**



April 18, 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 a zoning map amendment (rezoning) on approximately .37 acres, from I-1 Light Industrial District to C-1-B General Commercial District on property located south of West Cherry Street approximately 300 feet east of North Highway 965/Ranshaw Way (Also Known As 445 West Cherry Street).

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its April 18, 2023 meeting. The Planning Commission took the following action:

**Finding:**

1. The rezoning request from I-1 Light Industrial District to C-1-B General Commercial District would achieve consistency with the approval standards enumerated in Section 165.09 of the Zoning Code.

**Recommendation:**

The Planning Commission accepted the listed finding and forwards the request for zoning map amendment (rezoning) from I-1 Light Industrial District to C-1-B General Commercial District on approximately .37 acres to the City Council with a recommendation for approval.

The vote for approval was 4-0.

Josey Bathke, Chairperson  
City of North Liberty Planning Commission



To **City of North Liberty Planning Commission**  
From **Ryan Rusnak, AICP**  
Date **April 14, 2023**  
Re **Request of the City of North Liberty for a zoning map amendment (rezoning) on approximately .37 acres, from I-1 Light Industrial District to C-1-B General Commercial District on property located south of West Cherry Street approximately 300 feet east of North Highway 965/Ranshaw Way (Also Known As 445 West Cherry Street).**

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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:**

This is a City-initiated rezoning to achieve consistency with the new Comprehensive Plan Connected to Tomorrow, which was adopted by City Council on February 28, 2023.

Section 165.09(2) of the North Liberty Code of Ordinances reads, "Initiation. The City or a property owner in the City, or person expressly authorized in writing by the property owner, may propose a zoning text or map amendment."

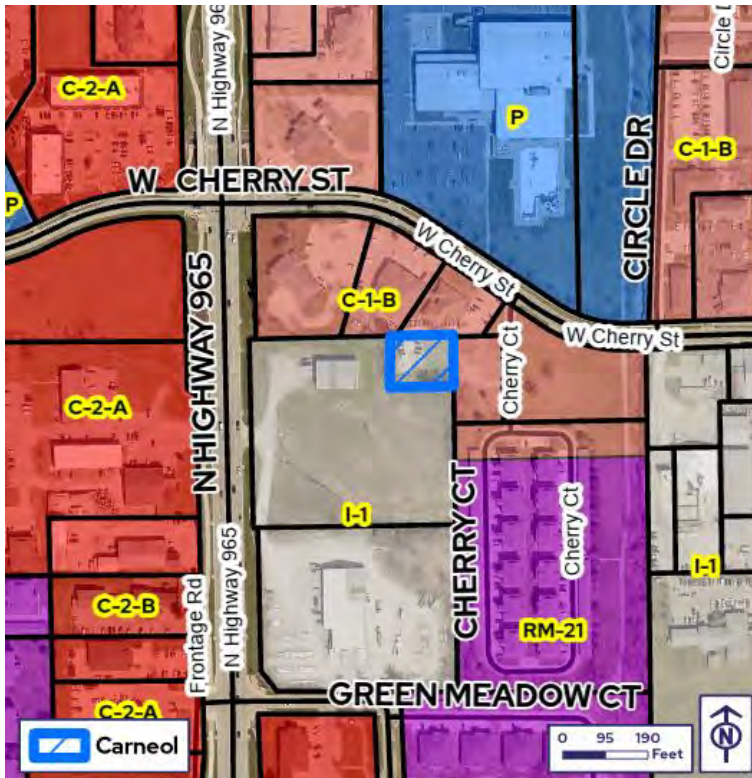
### **2. Current and Proposed Zoning:**

#### Current Zoning

I-1 Light Industrial District. The I-1 District is intended to provide for the development of modern landscaped light-industrial and commercial establishments which have negligible impacts upon areas outside of the zoned district, and seek a hazard-and nuisance-free environment. The district is intended to provide for manufacture, assembly, fabrication, storage, and/or processing of goods listed for the location of compatible uses.

#### Proposed Zoning

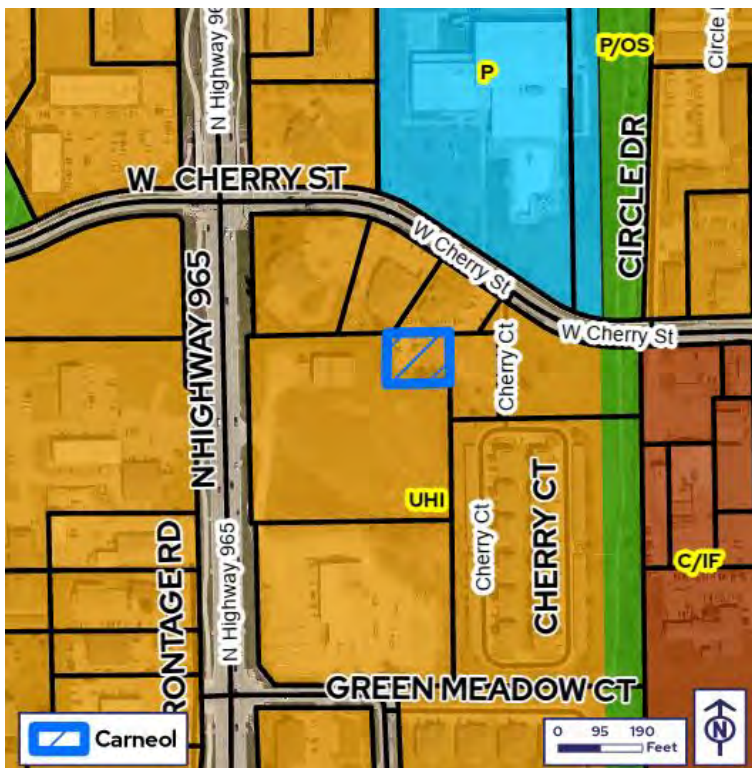
C-1-B General Commercial District. The C-1-B District is intended to provide for the uses established under the C-1-A Central Commercial District and other commercial uses which due to space requirements and the nature of operations are not suitable for location within a compact central commercial center. Setback and yard requirements are greater than under the C-1-A Central Commercial District.



### 3. Comprehensive Plan

#### Future Land Use Map designation

UHI Urban High Intensity. The current I-1 zoning is not consistent with the UHI Land Use designation, however, the C-1-B zoning would be consistent with UHI.



Urban High Intensity Description

These areas have increased economic activity and a higher frequency of diverse and complementary uses. High-intensity areas include more urban services with a horizontal and vertical mix of high-density residential uses and community to regional commercial uses of compatible densities and scales.

*Residential*

Developments have more focus on non-residential buildings but still offer residential uses ranging from townhomes and apartments. Mixing residential with commercial uses on the same site is encouraged when feasible from a design and market capitalization standpoint.

*Form and Features*

- » Aggregate development density at 14+ units per acre at sites with direct access to major arterial and collector streets. Development should avoid the creation of isolated multi-family development.
- » Edges of UHI residential developments transition to lower intensity uses or buffer from industrial/commercial uses through design, landscaping, and buffering.

*Non-Residential*

More prevalent and focus in the UHI district that can include larger offices, medical buildings, commercial, and larger institutional uses such as places of worship, community centers, and indoor recreation.

**4. Public Input:**

Good neighbor meetings are not required with City-initiated rezonings. Mailed notice (certified and regular) of the proposed rezoning was sent to the property owner listed in public records.

Figure 3.4: Land Use Compatibility

TRADITIONAL LAND USES	AGRICULTURE (AG)	URBAN RESERVE (UR)	URBAN LOW INTENSITY (ULI)	URBAN MEDIUM INTENSITY (UMI)	URBAN HIGH INTENSITY (UHI)	COMMERCIAL/ INDUSTRIAL FLEX (FLX)	PUBLIC AND SEMI PUBLIC (PUB)	PARK AND OPEN SPACE (P, OS)
Agriculture	●	●						○
Rural residential		●						
Low-density residential			●	○				
Medium-density residential			●	●	○			
High-density residential				●	●	○		
Rural commercial		●						
Neighborhood commercial			○	●	●	●		
Community commercial				○	●	●		
Regional commercial					○	●		
Low/medium intensity office			○	○	●	●		
High-intensity office				○	●	●		
Limited industrial		○			●	●		
Heavy industrial						○		
Parks and civic uses	●	●	●	●	●	○	●	●
Major public/civic facilities					○		●	○
Residential density range (du/A*)	≤40	≤40	3-8	7-14	14+	14+	NA	NA

● Permitted ○ Permitted with special review  
\*Dwelling Units per Acre

The C-1-B zoning was selected due to the adjacent property under common ownership (North Liberty Dental) being zoned C-1-B.

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 zoning would be compatible with the area.*

(c) The compatibility with established neighborhood character.

*It is staff's opinion that the proposed zoning 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 zoning 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.

*There are several permitted uses listed in the I-1 district. However, a consistency review of any use with the Comprehensive Plan must be performed. For example, a retail goods establishment is listed as a permitted use within the I-1 District. That use would be appropriate if developed in accordance with commercial design standards.*

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

*It is staff's opinion that the proposed zoning would not create any nonconformities.*

## **6. Additional Considerations:**

The development and adoption of Connected to Tomorrow was a yearlong effort, which was the result of substantial input. The Plan identifies a shared vision and set of goals for the community based on a series of public discussions and community needs. Much like the 2013 plan, the 2022 comprehensive plan serves three primary roles:

- A Shared Vision for the Future. Comprehensive planning provides an opportunity for residents to create a shared vision for their community. Residents and City Staff identified issues and opportunities for North Liberty's land use, infrastructure, public facilities, natural resources, and more. These findings create a vision and set public priorities.
- Guidance for Decision-Makers. The plan serves as a guide for City Staff, the Planning Commission, City Council, and other City boards and commissions as they set policy, make public investments, and deliberate land use decisions.
- Legal Basis for Land Use Regulations. The Code of Iowa allows cities to adopt land use regulations, such as zoning and subdivision ordinances, to promote the "health, safety, morals or general welfare of the community." These regulations govern how to develop land within the city and its extraterritorial jurisdiction. Land use regulations recognize that people live cooperatively and have certain responsibilities to coordinate and harmonize private property uses. Connected to Tomorrow provides a legal basis for these regulations.

The adoption of Connected to Tomorrow is a directive to align the Zoning Ordinance and Map with the comprehensive plan. To quote the Plan, "Policymakers, most notably the City Council and Planning and Zoning Commission, will help set the course to realize this plan. These are the bodies to create and administer the policies that shape development in North Liberty. The plan should be a reliable guide to help with decisions related to large-scale policies and individual projects."

## **7. Staff Recommendation:**

### **Finding:**

1. The rezoning request from I-1 Light Industrial District to C-1-B General 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 I-1 Light Industrial District to C-1-B General Commercial District on approximately .37 acres to the City Council with a recommendation for approval.

### **Suggested motion:**

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

**Ordinance No. 2023-10**

**AN ORDINANCE AMENDING THE ZONING MAP DISTRICT DESIGNATION FOR CERTAIN PROPERTY LOCATED IN NORTH LIBERTY, IOWA FROM I-1 LIGHT INDUSTRIAL DISTRICT TO C-1-B GENERAL 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 0.37 acres, more or less, as C-1-B General Commercial District for property particularly described as follows:

Lot 2, Lindner First Addition, North Liberty, Johnson County, Iowa according to the plat thereof recorded in Book 32, Page 329, Plat Records of Johnson County, Iowa;

**SECTION 2. CONDITIONS IMPOSED.** At the April 18, 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 \_\_\_\_\_.

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. 2023-10 in *The Gazette* on the \_\_\_\_ of \_\_\_\_\_, 2023.

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TRACEY MULCAHEY, CITY CLERK



# **Zoning Code Ordinance Amendment**



April 18, 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 of the North Liberty Code of Ordinances regarding preliminary site plan approval standards and access easement requirements for utility and emergency vehicles.

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its April 18, 2023 meeting. The Planning Commission took the following action:

**Finding:**

1. The proposed Ordinance would create clear approval standards for preliminary site plans and add a requirement for necessary easements during the construction review process.

**Recommendation:**

The Planning Commission accepted the listed finding and forwards the request for the Ordinance amendment to the City Council with a recommendation for approval. The vote for approval was 4-0.

Josey Bathke, Chairperson  
City of North Liberty Planning Commission





To **City of North Liberty Planning Commission**  
From **Ryan Rusnak, AICP**  
Date **April 14, 2023**  
Re **Request of the City of North Liberty for an Ordinance amending Chapter 165 of the North Liberty Code of Ordinances regarding preliminary site plan approval standards and access easement requirements for utility and emergency vehicles.**

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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:**

This Ordinance modifies the preliminary site plan review regulations to include approval standards, which are absent from the current Code. The approval standards would include a consistency review with the comprehensive plan and any adopted land use policies. Staff asserts the adoption of Connected Tomorrow is a directive to align proposed development with the comprehensive plan. This would be a critical component of the preliminary site plan review process considering the temporary Moratorium Ordinance on site plans inconsistent with the 2023 Future Land Use Map expires at the end of May 2023.

Also included is the authority to require easements for access to public utilities and to allow emergency access on private developments during the construction site plan review process.

**2. Public Input:**

No public input has been received.

**3. Staff Recommendation:**

**Finding:**

1. The proposed Ordinance would create clear approval standards for preliminary site plans and add a requirement for necessary easements during the construction review process.

**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 forward the Ordinance amendment to the City Council with a recommendation for approval.

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

**AN ORDINANCE AMENDING CHAPTER 165 OF THE NORTH LIBERTY CODE OF ORDINANCES REGARDING PRELIMINARY SITE PLAN APPROVAL STANDARDS AND ACCESS EASEMENT REQUIREMENTS FOR UTILITY AND EMERGENCY VEHICLES**

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

**SECTION 1. RENUMBERING OF ORDINANCE.** Subparagraphs E and F of Paragraph 2 of Chapter 165.05 of the North Liberty Code of Ordinances are re-lettered to subparagraphs F and G, respectively.

**SECTION 2. AMENDMENT OF ZONING ORDINANCE.** The following new subparagraph E is inserted into Paragraph 2 of the North Liberty Code of Ordinances immediately prior to subparagraph F:

- E. Approval Standards. The Planning Commission's recommendation to the City Council and the City Council's decision to approve or disapprove a preliminary site plan shall be informed by the preliminary site plan's adherence to the following standards:
- (1) The consistency of the preliminary site plan with all adopted ordinances and regulations.
  - (2) The consistency of the proposed land use with the Comprehensive Plan and any adopted land use policies. The submission of a preliminary site plan which proposes one or more uses inconsistent with the City's Future Land Use Map creates a rebuttable presumption that said use or uses are inharmonious with surrounding properties and incompatible with orderly development and redevelopment.

**SECTION 3. AMENDMENT OF ZONING ORDINANCE.** Paragraph 3(D) of Chapter 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 and services, 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, to provide easements for the ingress and egress of public utility and emergency vehicles, 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.** Paragraph 3(F) of Chapter 165.05 of the North Liberty Code of Ordinances, entitled Modifications, is amended to read as follows:

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

**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 \_\_\_\_\_, 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. 2023-11**

**AN ORDINANCE AMENDING CHAPTER 165 OF THE NORTH LIBERTY CODE OF ORDINANCES REGARDING PRELIMINARY SITE PLAN APPROVAL STANDARDS AND ACCESS EASEMENT REQUIREMENTS FOR UTILITY AND EMERGENCY VEHICLES**

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

**SECTION 1. RENUMBERING OF ORDINANCE.** Subparagraphs E and F of Paragraph 2 of Chapter 165.05 of the North Liberty Code of Ordinances are re-lettered to subparagraphs F and G, respectively.

**SECTION 2. AMENDMENT OF ZONING ORDINANCE.** The following new subparagraph E is inserted into Paragraph 2 of the North Liberty Code of Ordinances immediately prior to subparagraph F:

E. Approval Standards. The Planning Commission's recommendation to the City Council and the City Council's decision to approve or disapprove a preliminary site plan shall be informed by the preliminary site plan's adherence to the following standards:

- (1) The consistency of the preliminary site plan with all adopted ordinances and regulations.
- (2) The consistency of the proposed land use with the Comprehensive Plan and any adopted land use policies. The submission of a preliminary site plan which proposes one or more uses inconsistent with the City's Future Land Use Map creates a rebuttable presumption that said use or uses are inharmonious with surrounding properties and incompatible with orderly development and redevelopment.

**SECTION 3. AMENDMENT OF ZONING ORDINANCE.** Paragraph 3(D) of Chapter 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 and services, 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, to provide easements for the ingress and egress of public utility and emergency vehicles, 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.** Paragraph 3(F) of Chapter 165.05 of the North Liberty Code of Ordinances, entitled Modifications, is amended to read as follows:

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

**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 \_\_\_\_\_, 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



# **Additional Information**



**Planning Commission**  
**April 18, 2023**  
**Council Chambers, 1 Quail Creek Circle**

**Call to Order**

Chair Josey Bathke called the April 18, 2023 Planning Commission to order at 6:30 p.m. in the Council Chambers at 1 Quail Creek Circle. Commission members present: Barry A'Hearn, Josey Bathke, Sheila Geneser, Jason Heisler; absent: Patrick Staber, Brian Vincent, and Dave Willer.

Others present: Ryan Rusnak, Ryan Heiar, Grant Lientz, Josiah Bilskemper, Tracey Mulcahey, Jeff Mekota, Brandon Pratt, Will Downing, Cory Hodapp, John Lohman, Sloane Tyler, Angie Maddux, Chad Meacham, Lovie Anderson, Monica Brockway, Jeff Schweitzer, Brad Houser, and other interested parties.

**Approval of the Agenda**

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

**Water Tower Place Preliminary Site Plan**

*Staff Presentation*

Rusnak presented the request of Dahnovan Holdings to approve a Preliminary Site Plan for 44 townhouse units on approximately 5.31 acres. The property is located on the west side of North Kansas Avenue approximately 175 feet south of West Lake Road. Staff recommends the Planning Commission accept the two listed findings:

1. The townhouse dwelling use of the property would be consistent with the current RM-12 District and the Comprehensive Plan Future Land Use Map; and
2. The site plan would achieve consistency with North Liberty Code of Ordinances Section 165.05(2) entitled, "Preliminary Site Plan Review," Section 168.07 entitled "Uses Defined and Use Standards," and Section 169.10 entitled "Design Standards" and other Code of Ordinance requirements; and

forward the request to approve a Preliminary Subdivision plat for 44 townhouse units on approximately 5.31 acres to the City Council with a recommendation for approval.

*Applicant Presentation*

Jeff Mekota, the applicant, was present and offered to answer questions.

*Public Comments*

No public comments were offered.

*Questions and Comments*

The Commission had no questions or comments on the application.

*Recommendation to the City Council*

Geneser moved, A'Hearn seconded that the Planning Commission accept the two listed findings and forward the preliminary site plan to the City Council with a recommendation for approval. The

vote was: ayes – Geneser, Heisler, Bathke, A’Hearn; nays – none; absent – Staber, Vincent, and Willer. Motion carried.

### **Solomons Entertainment District Preliminary Site Plan**

#### *Staff Presentation*

Rusnak presented the request of Pratt Real Estate Management, Inc. to approve a Preliminary Site Plan for two commercial buildings on approximately 6.28 acres. The property is located on the north side of West Penn Street approximately 350 feet west of North Jones Boulevard. Staff recommends the Planning Commission accept the two listed findings:

1. The commercial use of the property would be consistent with the current C-2-A District and the Comprehensive Plan future Land Use map designation of Urban High Intensity
2. The site plan would achieve consistency with North Liberty Code of Ordinances Section 165.05(2) entitled, “Preliminary Site Plan Review,” and Section 169.10 entitled “Design Standards” and other Code of Ordinance requirements; and

forward the request to approve a preliminary site for a 34,359 square foot private recreation building and a 33,528 square foot restaurant/bowling alley on approximately 6.28 acres to the City Council with a recommendation for approval.

#### *Applicant Presentation*

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

#### *Public Comments*

No public comments were offered.

#### *Questions and Comments*

The Commission discussed the application including anticipation of this development, the diversity of the façade design, the actual look of the building, adjacency to the residential neighborhood, and adequacy of proposed parking.

#### *Recommendation to the City Council*

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

### **Steindler Orthopedic Clinic Preliminary Plat**

#### *Staff Presentation*

Rusnak presented the request of Physician's Building Group, LLC to approve a Preliminary Subdivision Plat for a 2-lot subdivision on approximately 36.22 acres. The property is located on the west side of South Kansas Avenue approximately ¼ mile north of West Forevergreen Road. Staff recommends the Planning Commission accept the two listed findings:

1. The preliminary plat, which proposes commercial development, would achieve consistency with the Comprehensive Plan Future Land Use map designation, which is Urban High Intensity
2. The preliminary plat, with conditions recommended by City staff, would achieve consistency with Section 180.11(3)(A) and 180.12 of the North Liberty Code of Ordinances,

which sets forth the preliminary subdivision plat submittal requirements and design standards, respectively; and forward the request of Physician's Building Group, LLC to approve a Preliminary Subdivision Plat for a 2-lot subdivision on approximately 36.22 acres to the City Council with a recommendation for approval.

*Applicant Presentation*

Will Downing, RDG Planning & Design was present on behalf of the applicant and offered to answer questions.

*Public Comments*

No public comments were offered.

*Questions and Comments*

The Commission had no questions or comments on the application.

*Recommendation to the City Council*

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

**Steindler Orthopedic Clinic Preliminary Site Plan**

*Staff Presentation*

Rusnak presented the request of Physician's Building Group, LLC to approve a Preliminary Site Plan for 82,894 square foot medical office on approximately 8.93 acres. The property is located on the west side of South Kansas Avenue approximately ¼ mile north of West Forevergreen Road. Staff recommends the Planning Commission accept the two listed findings:

1. The commercial use of the property would be consistent with the current C-3 District and the Comprehensive Plan Future Land Use Map designation of Urban High Intensity.
2. The site plan would achieve consistency with North Liberty Code of Ordinances Section 165.05(2) entitled, "Preliminary Site Plan Review," and Section 169.10 entitled "Design Standards" and other Code of Ordinance requirements.

and forward the request to approve a preliminary site plan for an 82,894 square foot medical office on approximately 8.93 acres to the City Council with a recommendation for approval.

*Applicant Presentation*

Will Downing, RDG Planning & Design, was present on behalf of the applicant and offered to answer questions.

*Public Comments*

No public comments were offered.

*Questions and Comments*

The Commission discussed the application including varying heights and depths in the façade, compatible neighboring developments, and additional traffic signalization.

*Recommendation to the City Council*

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



## **Public Hearing on Zoning Map Amendment**

### *Staff Presentation*

Rusnak presented the request of Modern Horizons, LLC for a zoning map amendment (rezoning) on 9.83 acres of property located on the east side of Scales Bend Road approximately 170 feet south of Fox Run Drive. The rezoning would be from ID Interim Development to RS-4 PAD Single-Unit Residence District Planned Area Development. The purpose of the request is to redevelop the property as an age restricted community (55+) with single-unit residences and a clubhouse/common area on one lot. Staff recommends the Planning Commission accept the two listed findings:

1. The rezoning request from ID Interim Development to RS-4 PAD Single-Unit Residence Planned Area Development would achieve consistency with the approval standards enumerated in Section 165.09 of the Zoning Code.
2. The site plan would achieve consistency with North Liberty Code of Ordinances Section 165.05(2) entitled, "Preliminary Site Plan Review," and other Code of Ordinance requirements.

and forward the request for zoning map amendment (rezoning) from ID Interim Development to RS-4 PAD Single-Unit Residence Planned Area Development on approximately 9.83 acres to the City Council with a recommendation for approval.

### *Applicant Presentation*

Cory Hodapp, the applicant, was present and offered to answer questions.

### *Public Comments*

John Lohman, 562 Fox Run Drive, expressed concerns and objections regarding the application. Sloane Tyler, 45 Vixen Lane, spoke regarding objections to the rezoning. Chad Meacham, 1570 Otter Lane, offered his opposition to the development. Angie Maddux, 482 Fox Run Drive, spoke regarding her objections to this application. Lovie Anderson, 35 Vixen Lane, spoke regarding concerns with the proposed development. Monica Brockway, 1520 Otter Lane, expressed her concerns regarding the development.

### *Questions and Comments*

The Commission discussed the application including design standards, comparison with other neighborhoods, compliance with code, meeting character of the neighborhood, living adjacent to construction, integration of accessible housing into the community, adding value to the city, change of neighborhoods, sympathy for concerns, traffic counts, increase in traffic, and overall change in the community.

### *Recommendation to the City Council*

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

## **Public Hearing on Zoning Map Amendment**

### *Staff Presentation*

Rusnak presented the request of Twopoint2, LLC and Vantage Point Properties, LLC for a zoning map amendment (rezoning) on approximately 5.23 acres on property located on the west side of

North Highway 965/Ranshaw Way approximately 280 feet south of West Cherry Street. The rezoning would be from C-2-A Highway Commercial District to C-2-A PAD Highway Commercial District Planned Area Development. The purpose of the request is to rehabilitate the southeast portion of the property and waive some of the Zoning Ordinance design standards. Staff recommends the Planning Commission accept the two listed findings:

1. The rezoning request from C-2-A Highway Commercial District to C-2-A PAD Highway Commercial District Planned Area Development would achieve consistency with the approval standards enumerated in Section 165.09 of the Zoning Code.
2. The site plan would achieve consistency with North Liberty Code of Ordinances Section 165.05(2) entitled, "Preliminary Site Plan Review," and other Code of Ordinance requirements.

and forward the request for zoning map amendment (rezoning) from C-2-A Highway Commercial District to C-2-A PAD Highway Commercial District Planned Area Development on approximately 5.23 acres to the City Council with a recommendation for approval.

*Applicant Presentation*

Jeff Schweitzer, the applicant, offered to answer questions on the application.

*Public Comments*

No public comments were offered.

*Questions and Comments*

The Commission discussed the application including thoughts on what was going to happen on the property, extension of the access road, parking, and the refacing on other side of the property.

*Recommendation to the City Council*

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

**Public Hearing on Zoning Map Amendment**

*Staff Presentation*

Rusnak presented the request of the City of North Liberty for a zoning map amendment (rezoning) on approximately .40 acres, from RM-21 Multi-Unit Residence District to RM-12 Multi-Unit Residence District on property located at the northwest corner of North Front Street and West Zeller Street (Also Known As 20 West Zeller Street). Staff recommends the Planning Commission accept the listed finding, the rezoning request from RM-21 Multi-Unit Residence District to RM-12 Multi-Unit Residence District would achieve consistency with the approval standards enumerated in Section 165.09 of the Zoning Code and forward the request for zoning map amendment (rezoning) from RM-21 Multi-Unit Residence on .40 acres to the City Council with a recommendation for approval. Lientz presented information on the process for city-initiated rezoning and allowed uses on property.

*Public Comments*

No public comments were offered.

*Questions and Comments*

The Commission discussed the application including right sizing this zoning.

*Recommendation to the City Council*

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

### **Public Hearing on Zoning Map Amendment**

#### *Staff Presentation*

Rusnak presented the request of the City of North Liberty for a zoning map amendment (rezoning) on approximately .37 acres, from I-1 Light Industrial District to C-1-B General Commercial District on property located south of West Cherry Street approximately 300 feet east of North Highway 965/Ranshaw Way (Also Known As 445 West Cherry Street). Staff recommends the Planning Commission accept the listed finding, the rezoning request from I-1 Light Industrial District to C-1-B General Commercial District would achieve consistency with the approval standards enumerated in Section 165.09 of the Zoning Code, and forward the request for zoning map amendment (rezoning) from I-1 Light Industrial District to C-1-B General Commercial District on .37 acres to the City Council with a recommendation for approval.

#### *Public Comments*

No public comments were received.

#### *Questions and Comments*

The Commission discussed the application including notices to landowners with no objections.

#### *Recommendation to the City Council*

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

### **Public Hearing on Zoning Map Amendment**

#### *Staff Presentation*

Rusnak presented the request of the City of North Liberty for a zoning map amendment (rezoning) on approximately 4.0 acres, from I-1 Light Industrial District to C-3 Higher-Intensity Commercial District on property located on the east side of North Highway 965/Ranshaw Way approximately 275 feet south of West Cherry Street (Also Known As 250 North Highway 965/Ranshaw Way). Staff recommends the Planning Commission accept the listed finding, the rezoning request from I-1 Light Industrial District to C-3 Higher-Intensity Commercial District would achieve consistency with the approval standards enumerated in Section 165.09 of the Zoning Code, and forward the request for zoning map amendment (rezoning) from I-1 Light Industrial District to C-3 Higher-Intensity Commercial District on 4.0 acres to the City Council with a recommendation for approval.

#### *Public Comments*

Brad Houser, the property owner, spoke regarding his objections regarding the proposed rezoning.

#### *Questions and Comments*

The Commission discussed the application including the current uses on the property, highest and best use as industrial on that property, comprehensive plan, land use map, vision along Ranshaw

Way/965, allowance of the fireworks tent, current use can be maintained, legal non-conforming uses are allowed, owner can't add on to what's there, lack of masonry requirement in industrial zone, development and change of the city, difficulty in commercial development, review of commercial zone, and looking at market conditions to fit in a district with certain design standards.

*Recommendation to the City Council*

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

**Public Hearing on Zoning Map Amendment**

*Staff Presentation*

Rusnak presented the request of the City of North Liberty for a zoning map amendment (rezoning) on approximately 3.69 acres, from I-1 Light Industrial District to C-3 Higher-Intensity Commercial District on property located at the northeast corner of North Highway 965/Ranshaw Way and Commercial Drive (Also Known As 160 North Highway 965/Ranshaw Way). Staff recommends the Planning Commission accept the listed finding, the rezoning request from I-1 Light Industrial District to C-3 Higher-Intensity Commercial District would achieve consistency with the approval standards enumerated in Section 165.09 of the Zoning Code, and forward the request for zoning map amendment (rezoning) from I-1 Light Industrial District to C-3 Higher-Intensity Commercial District on 3.69 acres 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 consistency with the previous agenda item and community feedback for development along Ranshaw Way/965.

*Recommendation to the City Council*

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

**Public Hearing on Ordinance to Zoning Code**

*Staff Presentation*

Rusnak presented the request of the City of North Liberty for an Ordinance amending Chapter 165 of the North Liberty Code of Ordinances regarding preliminary site plan approval standards and access easement requirements for utility and emergency vehicles. Staff recommends the Planning Commission accept the listed finding, the proposed ordinance would create clear approval standards for preliminary site plans and add a requirement for necessary easements during the construction review process 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 questions or comments on the ordinance.

*Recommendation to the City Council*

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

**Approval of Previous Minutes**

A'Hearn moved, Geneser seconded to approve the minutes of the March 7, 2023 meeting. The vote was all ayes. Minutes approved.

**Old Business**

Rusnak reported that he is receiving positive feedback on the new Comprehensive Plan.

**New Business**

Rusnak reported that an Aldi site plan could be on the agenda in June. Bathke spoke regarding support for the cancellation of the meeting due to poor weather.

**Adjournment**

At 8:11 p.m., Heisler moved, A'Hearn seconded to adjourn. The vote was all ayes. Meeting adjourned.

Signed:

Tracey Mulcahey, City Clerk



To North Liberty Mayor and City Council Members  
CC Ryan Heiar, City Administrator  
From Brian Platz, Fire Chief  
Date April 19<sup>th</sup>, 2023  
Re Fire Department Report to Council – April 2023

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I'd like to introduce Rich Reasner, Joshua Holley, and Nick Dolan to the council. These three individuals are new full-time lieutenants and started with the North Liberty Fire Department (NLFD) on March 20<sup>th</sup>. All three went through two weeks of orientation, which included deployment topics, policies and procedures, and administrative functions. They were then assigned to 24 hour shifts starting on April 3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup>.

Each of them brings a different perspective to the department. Lieutenant Reasner has been a member of the NLFD for ten years, serving as a volunteer, paid per call member, and most recently a part time employee. Rich was serving as a lieutenant within his most recent roll and provided oversight and administrative duties as a part time member of the department. Rich worked in education prior to accepting this position. Lieutenant Reasner provides the stability needed in an ever-changing department.

Lieutenant Holley has been with the department for a year, coming to us from the Springville (IA) Fire Department. Joshua has experience in the trades, working as an electrician for the past six years. His passion for the fire service is unmatched. Lieutenant Holley brings an energy to this position that others are drawn to.

Lieutenant Dolan comes to us from the Iowa Army Ammunition Plant located in Middletown, IA where he was a lieutenant with their emergency response team. Prior to that he served with the Burlington, IA Fire Department, and the Riverside Volunteer Fire Department. Nick brings an outside perspective to our organization which allows us to look at issues and processes from a different angle.

Now that the three lieutenants are on shift, we are looking at opportunities to be more efficient in our operations. Each of these positions will be assigned to certain aspects of the organization. The desire is to improve processes as well as relieve pressure on the administrative staff. Lieutenant Reasner will be assigned part time scheduling, public education scheduling, and creating/exercising a new preplan process. Lieutenant Holley will provide oversight to our truck and equipment servicing, repair, and testing needs. Lieutenant Dolan will be assigned our Continuous Quality Improvement (CQI) Policy as dictated by the Iowa Department of Public Health Bureau of Emergency and Trauma Services. He will also handle all EMS supplies and assist with EMS training. We're looking forward to seeing these areas get the attention they deserve.

Lastly, I'd be remiss if I didn't take the time to thank you again for approving the purchase of our new brush fire response truck. We ordered the truck in April of 2021, just two short years ago... The truck was shipped from Texas by flatbed to the receiving center in Des Moines the week of April 10<sup>th</sup>. NLFD



personnel retrieved the truck on the 14<sup>th</sup> and had it in service that evening. This was done in an effort to ensure we could use it during the tail end of grass fire season. The truck responded to one incident before the rains and cooler weather set in on the 16<sup>th</sup>. Although area vegetation is greening up nicely, the truck will get its fair share of duty this spring. Once we get the truck fully operational, we plan to evaluate the ability to make this a multi-use truck. Examples include second out medical response, aviation incident response (Green Castle Airport), motor vehicle collisions during inclement weather, etc. The truck is well built and will serve the citizens of this community for years to come. Thanks again!



Lieutenant Nick Dolan, Lieutenant Joshua Holley, and Lieutenant Rich Reasner. Photo courtesy of Captain Tina Humston.





The new brush truck, call sign 116, is shown at the Skeeter Brush Trucks manufacturing facility in Hillsboro, TX.





# North Liberty Fire Department 2023 Monthly/YTD Response Report

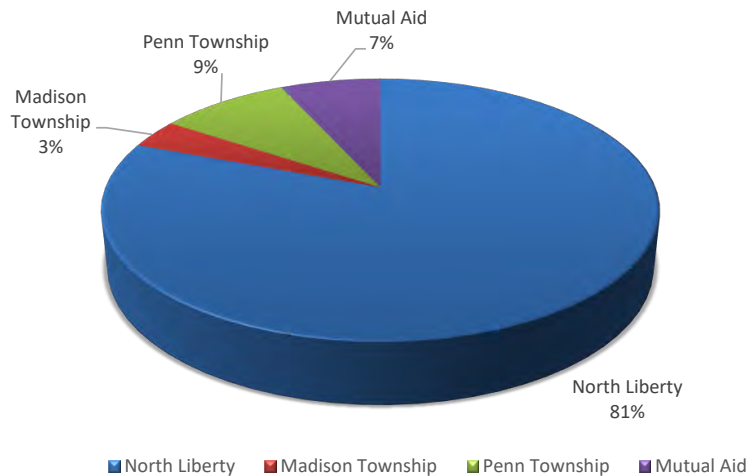
## North Liberty Fire Department Responses By Fire District

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
North Liberty	110	96	112										318	80.71%
Madison Township	5	5	4										14	3.55%
Penn Township	13	7	15										35	8.88%
Mutual Aid	9	6	12										27	6.85%
<b>Total Responses</b>	<b>137</b>	<b>114</b>	<b>143</b>										<b>394</b>	

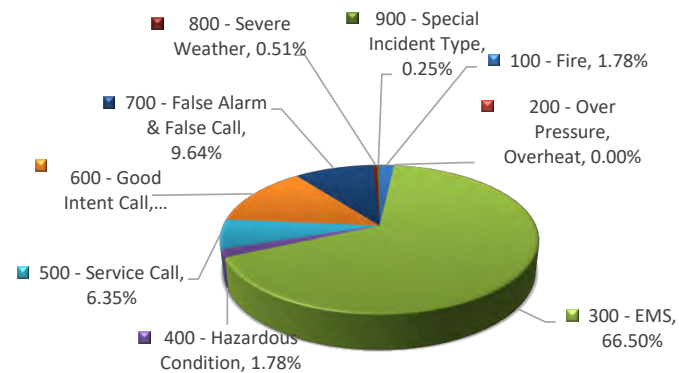
## North Liberty Fire Department Responses By Type of Incident

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
100 - Fire	2	1	4										7	1.78%
200 - Over Pressure, Overheat														0.00%
300 - EMS													262	66.50%
400 - Hazardous Condition	3	84	93										7	1.78%
500 - Service Call	13	4	8										25	6.35%
600 - Good Intent Call	19	15	18										52	13.20%
700 - False Alarm & False Call	14	10	14										38	9.64%
800 - Severe Weather			2										2	0.51%
900 - Special Incident Type	1												1	0.25%
<b>Total Responses</b>	<b>137</b>	<b>114</b>	<b>143</b>										<b>394</b>	

2023 District Responses YTD  
(Rounded Percentage)



2023 Type of Incidents YTD  
(Percentage)





# North Liberty Fire Department 2023 Monthly/YTD Response Report

## North Liberty Fire Department Response Statistics (All Incidents)

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Year To Date	Percent To Date
<b>Total Responses for Month</b>	137	114	143	0	0	0	0	0	0	0	0	0	394		
Average Responders per Incident (Including Members at Station)	5.2	5.4	5.8										5.5		
# Incidents with 2 or less Responders	8	7	14										29		
% Incidents with 2 or less Responders	5.8%	6.1%	9.8%										7.4%		
# Incidents with No NLFD Response	0	0	0												
<b># Incidents Cancelled Enroute or Prior to Arrival</b>	12	9	9										30	7.61%	
# Incidents Cancelled by JCAS	0	0	0										0	0.00%	
# Incidents Cancelled by JECC	4	1	3										8	26.67%	
# Incidents Cancelled by Law Enforcement	3	4	3										10	33.33%	
# Incidents Cancelled by Fire Department	5	4	3										12	40.00%	

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

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Year To Date	Percent To Date
<b>Total Emergent (Lights &amp; Sirens) Responses for Month</b>	92	79	92												
# of Incidents with Turnout Time 2 Minutes or Less - PPC/Admin	31	41	32												
# of Incidents with Turnout Time 2 Minutes or Less - Part-Time	22	12	20												
# of Incidents with Turnout Time 2 Minutes or Less - Full-Time			5												
# of Incidents with Turnout Time 2 Minutes or Less - Total	53	53	57												
% Incidents with Turnout Time 2 Minutes or Less	57.6%	67.1%	62.0%												
90th Percentile Turnout Time - (Minutes) Part-Time	2:19	2:52	2:05											2:26	
90th Percentile Turnout Time - (Minutes) Paid Per Call	3:43	3:46	3:40											3:51	

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

## North Liberty Fire Department Auto Aid & Mutual Aid Given

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Year To Date	Percent To Date
Auto Aid - Coralville (52001)	1	1	5										7	1.78%	
Auto Aid - Iowa City (52003)	1	1	1										3	0.76%	
Auto Aid - Solon (52008)	2	1	4										7	1.78%	
Auto Aid - Swisher (52009)	4	1											5	1.27%	
Auto Aid - Tiffin (52010)		1	1										2	0.51%	
Mutual Aid - Other Fire Departments	1	1	1										3	0.76%	
<b>Total Responses</b>	9	6	12	0	0	0	0	0	0	0	0	0	27	6.85%	

## North Liberty Fire Department Auto Aid & Mutual Aid Received

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Year To Date	Percent To Date
Auto Aid - Coralville (52001)	2	1	3										6	1.52%	
Auto Aid - Iowa City (52003)		1											1	0.25%	
Auto Aid - Solon (52008)	3	1	3										7	1.78%	
Auto Aid - Swisher (52009)	2	1	1										4	1.02%	
Auto Aid - Tiffin (52010)	1		1										2	0.51%	
Mutual Aid - Other Fire Departments													0	0.00%	
<b>Total Responses</b>	8	4	8	0	0	0	0	0	0	0	0	0	20	5.08%	