North Liberty City Council
Regular Session
July 11, 2023

City Administrator Memo

North Liberty IOWA

MEMORANDUM

To **Mayor and City Council**
From **Ryan Heiar, City Administrator**
Date **July 7, 2023**
Re **City Council Agenda July 11, 2023**

Consent Agenda

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

- City Council Minutes (06/27/23 & 07/03/23)
- Claims
- Pay Application #6 and Project Acceptance, Community Center Roof Project, T&K Roofing, $26,795.06
- Liquor Licenses
  - Walgreens (ownership amendment)
  - Tin Roost (renewal)

Meetings & Events

Saturday, Jul 8
North Liberty Blues and BBQ

Tuesday, Jul 11 at 6:30p.m.
City Council

Monday, Jul 17 at 7:00p.m.
Library Board

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

FY24 Social Service Grant Funding

The agenda includes two resolutions, each one allocating funds to local social service agencies. The first is a resolution approving a $25,000 grant to the North Liberty Community Pantry. This action is separate from the other funding approvals so that Councilor Erek Sittig, who currently serves on the Pantry Board, can abstain from this vote. The second resolution approves funding for the remaining 27 social service groups. The allocations for each organization were determined by Council consensus at the June 27 meeting and are identified in the table below. Staff recommends approval of both resolutions.

Agency	Requested	Funded	Agency	Requested	Funded
4Cs Community Coordinated Child Care	$ 5,000	$ 5,000	Foundation for the Iowa City Community School District	$ 5,000	$ 5,000
Big Brothers Big Sisters of Johnson County	$ 8,561	$ 8,000	Immigrant Welcome Network of Johnson County	$ 9,750	$ -
Center for Families Services Global Network	$ 16,000	$ -	Iowa City Free Medical and Dental Clinic	$ 5,808	$ 5,800
Center for Worker Justice of Eastern Iowa	$ 6,297	$ -	Iowa Legal Aid	$ 7,500	$ 5,000
CommUnity Crisis Services and Food Bank	$ 15,000	$ 12,000	Iowa LEAP	$ 5,000	$ 1,500
Corridor Community Action Network	$ 4,000	$ -	Iowa Matrix	$ 3,000	$ -
Domestic Violence Intervention Program	$ 7,500	$ 6,500	North Liberty Community Pantry	$ 30,000	$ 25,000
Families Helping Families of Iowa	$ 1,055	$ 750	Rape Victim Advocacy Program	$ 4,000	$ 3,500
Friends of the Center	$ 8,929	$ 7,450	Safe Families for Children	$ 5,000	$ -
Girls on the Run of Eastern Iowa	$ 3,200	$ 3,000	Shelter House	$ 10,000	$ 10,000
Horizons, A Family Service Alliance	$ 15,000	$ 10,000	Sober Living	$ 1,500	$ 1,500
Houses into Homes	$ 8,000	$ 7,000	Table to Table	$ 7,500	$ 7,000
Housing Trust Fund of Johnson County	$ 25,000	$ 20,000	The Arc of Southeast Iowa	$ 2,000	$ 2,000
IC Bike Library	$ 5,000		United Action for Youth	$ 10,000	$ 9,000
			Total requested	**$ 234,600**	**$ 155,000**

Northside Park Land Purchase

The City Council authorized the use of eminent domain in February of 2023 to acquire 40.46 acres of land from the Meade Family Limited Real Estate Partnership for the purpose of constructing a regional park. The appraised value for the land was $2.52 million, which serves as the minimum amount the City can pay to acquire the land. The compensation commission determined that an award of $2,614,500 was appropriate given the shape and location of the land to be acquired. Staff recommends approval of the resolution authorizing payment.

UIHC Agreement

The City has negotiated terms with the University of Iowa through its Board of Regents for the construction of certain improvements and reimbursement of fees for utilities and roads, in a similar fashion to what is normally done with private developers. This agreement covers the land occupied by the new UIHC Forevergreen Road campus and includes payment of $262k in development fees. In addition, the agreement calls for reimbursement for the relocation of an emergency siren in an amount to be determined at the time of relocation. Staff recommends approval.

Business Relocation Agreement

Brown NaionaLease, located at 2740 Stoner Court, is planning to relocate their operation to Cedar Rapids in the near future. The development area to which they are relocating benefits from City of Cedar Rapids TIF funds by way of public infrastructure improvements. As such, Chapter 403 of the state code prohibits the City from offering an incentive without a written agreement with the City that the business is leaving. Included in the packet is a letter from the Developer, Hunter Parks, a letter from Brown NationaLease and the proposed agreement between the Cities of Cedar Rapids and North Liberty. Staff has talked to the Cedar Rapids City Manager's Office about the relocation and has assurances that if a similar situation would arise where North Liberty was seeking consent, they would reciprocate. While unfortunate that a business wants to leave North Liberty, it appears this relocation is a business decision to better serve clients. staff recommends approval of the agreement.

Building & Fire Codes, First Reading

The International Building and Fire Codes are updated every 3-years by the International Code Council. Subsequently, cities across the country adopt the new version on a reoccurring basis. Staff has reviewed the new codes and is recommending approval with various amendments identified in the included ordinances. The ordinances as proposed

are consistent with neighboring jurisdictions and have been shared with the local Home Builders Association for comment. Fire Marshal Hardin and Building Code Official Palmer will be in attendance Tuesday to answer any questions.

Additionally, the Fire Department is recommending approval of an updated fee schedule for services. Said services and fees are identified in the included resolution. These fees have not been updated in more than a decade and an adjustment is warranted.

UTV Ordinance, First Reading

Offroad Utility Vehicles (UTV's) are prohibited by ordinance from operation on City streets. City staff have previously presented a proposed ordinance amendment allowing for the operation of UTV's, pursuant to a request from the 4-County Recreational Vehicle Association (Johnson, Linn, Benton, and Iowa counties). This amended draft has expanded the use of the UTV's and established minimum safety requirements endorsed by the North Liberty Police Department, and consistent with those required in other cities that choose to allow the operation of UTV's.

City Initiated Zoning Map Amendments (2), Second Reading

The two 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 (by certified and regular mail) of the Planning Commission and City Council public hearings was sent to the property owner(s) listed in public records. The property owner representing Hatch Family, LLC at 355, 357 and 359 North Main has filed a written objection due to a concern over the redevelopment potential of the property at a higher density. Staff spoke with the property owner and learned that there are no plans for redevelopment of the property. The Planning Commission unanimously recommended approval of both requests at its June 6 meeting. Staff also recommends approval of the rezonings. In light of the objection by the Hatch Family a ¾ majority vote is required for approval of the rezoning.

North Liberty
IOWA

Agenda

North Liberty
IOWA

AGENDA

CITY COUNCIL
July 11, 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, June 27, 2023
   B. City Council Minutes, Special Session, July 3, 2023
   C. Claims
   D. Community Center Roof Project, Pay Application Number 6
   E. Community Center Roof Project Acceptance
   F. Walgreens Liquor License – Ownership Amendment
   G. Tin Roost Liquor License Renewal

5. Public Comment

6. Engineer Report

7. City Administrator Report

8. Mayor Report

9. Council Reports

10. FY 24 Social Service Grant Funding
    A. Resolution Number 2023-79, A Resolution approving the Social Services Fund Agreement between the City of North Liberty and the North Liberty Community Pantry (NLCP), a Division of the North Liberty United Methodist Church for Fiscal Year 24
    B. Resolution Number 2023-80, A Resolution approving the Social Services Funding Agreements between the City of North Liberty and Social Service Providers for Fiscal Year 24

11. Park Land Purchase
   A. Resolution Number 2023-81, A Resolution approving to Deposit Appraised Damages and Pay Fees for the North Side Community Park Project

12. University of Iowa Hospitals & Clinics Agreement
   A. Resolution Number 2023-82, A Resolution approving the Owner's Agreement between the City of North Liberty and the University of Iowa Board of Regents

13. Relocation Agreement
   A. Resolution Number 2023-83, A Resolution authorizing an Agreement for Brown NationaLease to relocate to the City of Cedar Rapids

14. Building and Fire Code
   A. Public Hearing regarding proposed amendments to the Building Code
   B. First consideration of Ordinance Number 2023-20, An Ordinance amending Chapter 157 of the North Liberty Code of Ordinances, adopting the 2021 International Building Code and modifying qualifying criteria for Board of Appeals
   C. Public Hearing regarding proposed amendments to the Fire Code
   D. First consideration of Ordinance Number 2023-13, An Ordinance amending the Code of Ordinances of the City of North Liberty, Iowa, adopting the 2021 International Fire Code, as revised, and expanding the scope of the City's Board of Appeals to include oversight of Fire Code interpretation
   E. Resolution Number 2023-84, A Resolution approving the City of North Liberty – Fire Department Fee Schedule

15. UTV Ordinance
   A. Public Hearing regarding amending the City Code regarding the use of Off-Road Utility Vehicles
   B. First consideration of Ordinance Number 2023-21, An Ordinance amending Chapter 75 of the North Liberty Code of Ordinances Governing the Use of Off-Road Utility Vehicles (UTV'S)

16. 425 N. Dubuque Street – City initiated rezoning
   A. Second consideration of Ordinance Number 2023-18, An Ordinance amending the Zoning Map District designation for certain property located in North Liberty, Iowa from RM-21 Multi-Residence District to RM-12 Multi-Residence District

17. Hatch Property – City initiated rezoning
   A. Second consideration of Ordinance Number 2023-19, An Ordinance amending the Zoning Map District designation for certain property located in North Liberty, Iowa from RM-21 Multi-Residence District to RM-12 Multi-Residence District

18. Old Business

19. New Business

20. Adjournment

Consent Agenda

North Liberty IOWA

MINUTES

City Council
June 27, 2023
Regular Session

Call to order
Mayor Chris Hoffman called the June 27, 2023, Regular Session of the North Liberty City Council to order at 6:00 p.m. in the Council Chambers, 1 Quail Creek Circle. Councilors present: Ashley Bermel, RaQuishia Harrington, Erek Sittig, Brent Smith, and Brian Wayson; absent: none.

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

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

Consent Agenda
Harrington moved, Smith seconded to approve the Consent Agenda including the City Council Minutes, Regular Session, June 13, 2023, Liquor License Application, Iowa Craft Beer Tent, Blues & BBQ; Liquor License Application, Field Day; Liquor License Application, Colony Acres; Liquor License Renewal, Copper Boar; Liquor License Renewal, Smokin' Joe's; Liquor License Renewal, Sushiya; Liquor License Renewal, Kum & Go; Liquor License Renewal, Casey's General Store #2788 (Kansas Avenue); Jones Boulevard Improvements Project, Pay Application Number 8 and Retainage, Schrader Excavating & Grading, $54,124.18; Jones Boulevard Improvements Project, Project Acceptance and Completion; Ranshaw Way Phase 5 Project, Change Order Number 15, Peterson Contractors, Inc., $8,354.50; Ranshaw Way Phase 5 Project, Pay Application Number 26, Peterson Contractors, Inc., $9,140.74; 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 Bilskemper reported that City Hall site work continues with parking lots, electrical, mechanical, drywall and exterior brick. The Jones Boulevard Extension Project punch list is complete. The project will be accepted tonight. The Penn Meadows Park parking lot project should begin the week of July 17. The Ranshaw Paved Shoulders project is substantially complete. Correspondence from IDOT on the Penn Street/I-380 Project was received. He will be updated at a meeting with IDOT this week. The Penn Street Railroad Improvements Project is in design. It will be bid this summer with construction this fall. Council discussed the report with Bilskemper.

City Administrator Report

City Administrator Heiar provided a DC trip update. He reminded all that fireworks are illegal to use in North Liberty. The City can not limit sales, but use is not allowed.

Mayor Report

Mayor Hoffman updated on the DC trip. He thanked Mayor Pro Tem Wayson for leading the last meeting. He attended the Quail Creek Condo event last week. He offered the reminder that fireworks are not permitted in the city. He proclaimed June as Pride Month.

Council Reports

Councilor Sittig met with Ellen McCabe and Jessica Andino regarding affordable housing in North Liberty. He asked them to provide as many out of the box ideas as possible. He attended the Mexican Embassy event. He attended Cedar Rapids' Juneteenth event and Iowa City's Pride event. He reminded that Blues and BBQ is July 8. Councilor Bermel attended Let Love Fly event.

Board & Commission Appointments

Sittig moved, Bermel seconded to confirmation the Mayor' s appointments of Barry A'Hearn, Sheila Geneser and Amy Yotty to the Planning and Zoning Commission; Alan Wieskamp to the Board of Adjustment; Shannon Greene and Richard Grugin to the Parks & Recreation Commission; Adbouramane Bila and Kevin McGrane to the Tree/Stormwater Board; Jamie Helmick to the Library Board; Aaron Schultz to the Cemetery Board; and Andrew Ballard, Ryan Dehart, Nathan Griffith, Joshua Scanlon, and David West to the Board of Appeals. The vote was all ayes. Appointments confirmed.

Youth Council

Youth Councilors Leela Strand, Megan Quinn and Olivia Roling and staff liaison to the organization Micah Ariel James presented a summary of Youth Council activities. Council discussed the information with James, Strand, Quinn and Roling.

FY 24 Social Service Grant Funding Applications

Presentations of applicant agencies: 4 Cs Community Coordinated Child Care – Missie Forbes; Big Brothers Big Sisters of Johnson County – Dina Bishara; Center for Worker Justice of Eastern Iowa - Ayman Sharif; Community Crisis Services and Food Bank – Kelsey Steines; Corridor Community Action Network – Mandi Remington; Domestic Violence Intervention Program – Melissa Russell and Kristi Dosier; Families Helping Families of Iowa – Amie Buckley; Friends of the Center – Emily Edrington; Girls on the Run of Eastern Iowa – Abbie Reuter; Horizons – A Family Service Alliance – Mike Barnhart; Houses into Homes – Lucy Barker; Housing Trust Fund of Johnson County – Ellen McCabe; Foundation for the Iowa City Community School District – Laura Ebinger; Immigrant Welcome Network of Johnson County – Judy McRoberts; Iowa City Free Medical & Dental Clinic – Jennie Schmidt; Iowa Legal Aid – Jim Kringlen; Iowa LEAP – Randy McDonough; Iowa Matrix – Stacia Roth; North Liberty Community Pantry – Leslie Alvarez; Rape Victim Advocacy Program - Adam Robinson; Shelter House – presented by Tracey Mulcahey; Sober Living – Merrilee Ramsey; Table to Table – Nicki Ross; The Arc of Southeast Iowa – Chelsey Markle; and United Action for Youth – Genevieve Anglin. After Council discussion, the following allocation was made:

Agency	Amount
4 C's Community Coordinated Childcare	5,000
Big Brothers Big Sisters of Johnson County	8,000
CommUnity Crisis Services and Food Bank	12,000
Domestic Violence Intervention Program	6,500
Families Helping Families of Iowa	750
Friends of the Center	7,450
Girls on the Run of Eastern Iowa	3,000
Horizons, A Family Service Alliance	10,000
Houses into Homes	7,000
Housing Trust Fund of Johnson County	20,000
Foundation for the Iowa City Community School District	5,000
Iowa City Free Medical and Dental Clinic	5,800
Iowa Legal Aid	5,000
Iowa LEAP	1,500
North Liberty Community Pantry	25,000
Rape Victim Advocacy Program	3,500
Shelter House	10,000
Sober Living	1,500
Table to Table	7,000
The Arc of Southeast Iowa	2,000
United Action for Youth	9,000

Council recessed at 8:15 p.m. Council reconvened at 8:17.

Forevergreen Estates

Harrington moved, Wayson seconded to approve Resolution Number 2023-71, A Resolution Accepting Public Improvements and Releasing Surety for Forevergreen Estates Part One, North Liberty, Iowa. The vote was: ayes – Smith, Sittig, Harrington, Bermel, Wayson; nays – none. Motion carried.

Assessment Resolution

Harrington moved, Sittig seconded to approve Resolution Number 2023-72, A Resolution assessing amounts owed to the City of North Liberty, Iowa to individual property taxes. The vote was: ayes- Harrington, Sittig, Wayson, Bermel, Smith; nays – none. Motion carried.

FY 2024 Salaries and Wages

Sittig moved, Bermel seconded to approve Resolution Number 2023-73, A Resolution authorizing salaries and hourly wages for City employees for the Fiscal Year of July 1, 2023 through June 30, 2024. The vote was: ayes – Sittig, Harrington, Wayson, Bermel, Smith; nays – none. Motion carried.

Iowa DOT Agreement

Harrington moved, Smith seconded to approve Resolution Number 2023-74, A Resolution approving the Cooperative Agreement No. 2023-16-021 for a Primary Road Project between the Iowa Department of Transportation and the City of North Liberty. The vote was: ayes – Wayson, Harrington, Sittig, Smith, Bermel; nays – none. Motion carried.

ARPA Transit Contract

Harrington moved, Sittig seconded to approve Resolution Number 2023-75, A Resolution approving the Contract for Same-day On-demand Transit Services between Johnson County SEATS and the City of North Liberty. The vote was: ayes – Bermel, Wayson, Harrington, Sittig, Smith; nays -none. Motion carried.

Urban Renewal

At 8:20 p.m., Mayor Hoffman opened the public hearing on the proposed amendment to the North Liberty Urban Renewal Area. No oral or written comments were received. The public hearing was closed at 8:20 p.m.

Sittig moved, Smith seconded to approve Resolution Number 2023-76, A Resolution to Approve Urban Renewal Plan Amendment for the North Liberty Urban Renewal Area. The vote was: ayes – Smith, Harrington, Wayson, Bermel, Sittig; nays – none. Motion carried.

Wayson moved, Sittig seconded to approve Resolution Number 2023-77, A Resolution Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement Lion Development Group, LLC, Including Annual Appropriation Tax Increment Payments. After discussion, the vote was: ayes – Sittig, Harrington, Wayson, Bermel, Smith; nays – none. Motion carried.

425 N. Dubuque Street – City initiated rezoning

At 8:23 p.m., Mayor Hoffman opened the public hearing regarding proposed zoning amendment. No oral or written comments were received. The public hearing was closed at 8:23 p.m.

Rusnak reported that staff and the Planning Commission recommended approval of the amendment. Council discussed the applications with Rusnak.

Harrington moved, Bermel seconded to approve the first consideration of Ordinance Number 2023-18, An Ordinance amending the Zoning Map District designation for certain property located in North Liberty, Iowa from RM-21 Multi-Residence District to RM-12 Multi-Residence District. After discussion, the vote was: ayes – Smith, Sittig, Wayson, Harrington, Bermel; nays – none. Motion carried.

Hatch Property – City initiated rezoning

At 8:28 p.m., Mayor Hoffman opened the public hearing regarding proposed zoning amendment. No oral or written comments were received. The public hearing was closed at 8:28 p.m.

Rusnak reported that staff and the Planning Commission recommended approval of the amendment.

Wayson moved, Smith seconded to approve the first consideration of Ordinance Number 2023-19, An Ordinance amending the Zoning Map District designation for certain property located in North Liberty, Iowa from RM-21 Multi-Residence District to RM-12 Multi-Residence District. After discussion, the vote was: ayes- Bermel, Smith, Harrington, Wayson; nays – Sittig. Motion carried.

Old Business

No old business was presented.

New Business

Councilor Wayson offered that the hazy weather will be sticking around for another day or two. He encouraged those with lung issues to stay inside. Councilor Smith asked the public to please not call 911 to tell them there is smoke in the air.

Adjournment

Sittig moved; Harrington seconded to adjourn at 8:32 p.m. The vote was all ayes. Meeting adjourned.

CITY OF NORTH LIBERTY

By: _____

Chris Hoffman, Mayor

Attest: _____

Tracey Mulcahey, City Clerk

North Liberty
IOWA

MINUTES

City Council
July 3, 2023
Special Session
9:00 a.m.

This meeting was conducted partially by electronic means in accordance with Iowa Code §21.8. An in-person meeting was impractical as Council members constituting a quorum were out of town and unable to return in time for the meeting.

Call to order

Mayor Chris Hoffman called the July 3, 2023 Special Session of the North Liberty City Council to order at 9:00 a.m. Councilors present: Ashley Bermel (by phone), RaQuishia Harrington (by phone), Erek Sittig, Brent Smith (by phone), Brian Wayson (by phone).

Others present: Ryan Heiar, Grant Lientz, Tracey Mulcahey, Brandon Pratt (by phone), and other interested parties.

Approval of the Agenda

Wayson moved, Bermel seconded to approve the agenda. The vote was all ayes. Agenda approved.

Development Agreement

At 9:01 a.m., Mayor Hoffman opened the Public Hearing on Proposed Development Agreement with Pratt Real Estate Management, Inc. No oral or written comments were received. The public hearing was closed at 9:01 a.m.

Sittig moved, Smith seconded to approve Resolution Number 2023-78, A Resolution Approving Development Agreement with Pratt Real Estate Management, Inc., Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement. After discussion, the vote was: ayes –Bermel, Sittig, Smith, Wayson, Harrington; nays – none. Motion carried.

Adjournment

At 9:06 a.m., Sittig moved, Smith seconded to adjourn. The vote was all ayes. Meeting adjourned.

CITY OF NORTH LIBERTY

By: _____

Chris Hoffman, Mayor

Attest: _____
Tracey Mulcahey, City Clerk

APPLICATION AND CERTIFICATE FOR PAYMENT

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

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

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

APPLICATION #: 6 Retainage
PERIOD TO: 06/30/23
PROJECT NOS: 2112201050

CONTRACT DATE: 04/29/22

Distribution to:
- [ ] Owner
- [ ] Const. Mgr
- [ ] Architect
- [ ] Contractor
- [ ]

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$	538,600.00
2. Net change by Change Orders	$	-2,698.78
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	$	535,901.22
4. TOTAL COMPLETED & STORED TO DATE-$ (Column G on Continuation Sheet)		535,901.22
5. RETAINAGE:		
a. _____ of Completed Work (Columns D+E on Continuation Sheet)	$	
b. _____ of Stored Material (Column F on Continuation Sheet)	$	
Total Retainage (Line 5a + 5b or Total in Column I of Continuation Sheet	$	
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	535,901.22
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	509,106.16
8. CURRENT PAYMENT DUE	$	26,795.06
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	

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

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

CONTRACTOR:

By: _____ Date: 6/22/23

State of: Iowa
County of: Linn
Subscribed and sworn to before me this 22 day of June 2023

Notary Public: Krista Nelson
My Commission expires: 01/27/26

NOTARIAL SEAL IOWA
KRISTA NELSON
Commission Number 766455
My Commission Expires 1/27/26

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ---------- $ _____

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

ARCHITECT:

By: _____ Date: _____

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

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

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

APPLICATION NUMBER: 6 Retainage
APPLICATION DATE: 06/22/23
PERIOD TO: 30-Jun-23
ARCHITECT'S PROJECT NO: 2112201050
2112201050

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed: From Previous Application (D + E)	Work Completed: This Period	Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage (If Variable Rate)
1	**Mobilization**	20,000.00	20,000.00			20,000.00	100%		
2	**Materials**	315,000.00	315,000.00			315,000.00	100%		
3	**Labor**	178,600.00	178,600.00			178,600.00	100%		
4	**Equipment**	25,000.00	25,000.00			25,000.00	100%		
5									
6	**CO Johnson Controls Invoice 1-21956401472**	-2,534.50	-2,534.50			(2,534.50)			
7	**CO Ace Electric Invoice 50543**	-164.28	-164.28			(164.28)			
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
	SUBTOTALS PAGE 2	535,901.22	535,901.22			535,901.22	100%		

AIA® Document G704® – 2017

Certificate of Substantial Completion

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

CONTRACT INFORMATION:
Contract For: General Construction

Date: April 29, 2022

CERTIFICATE INFORMATION:
Certificate Number: 001

Date: May 9, 2023

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

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

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

Project # 2112201050

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.
(Identify the Work, or portion thereof, that is substantially complete.)

Shive-Hattery, Inc.		Stephen Stewart, Roofing Consultant	April 17, 2023
ARCHITECT *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE OF SUBSTANTIAL COMPLETION**

WARRANTIES
The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED
A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within ( ) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: $

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

T&K Roofing Company **CONTRACTOR** *(Firm Name)*	**SIGNATURE**	Todd Neal, Sec/Treasurer **PRINTED NAME AND TITLE**	6/26/23 **DATE**
City of North Liberty **OWNER** *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**

ALCOHOLIC BEVERAGES DIVISION State of Iowa

State of Iowa
Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS
Walgreen Co.	Walgreens #11710	(319) 499-6006

ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
625 Pacha Parkway		North Liberty	Johnson	52317

MAILING ADDRESS	CITY	STATE	ZIP
P.O. Box 901	Deerfield	Illinois	60015

Contact Person

NAME	PHONE	EMAIL
Toni Franklin	(847) 527-4402	taxlicenserenewals@walgreens.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0002558	Class E Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Jan 23, 2023	Jan 22, 2024	

SUB-PERMITS

Class E Retail Alcohol License

PRIVILEGES

ALCOHOLIC BEVERAGES DIVISION State of Iowa

State of Iowa
Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Corporation

Ownership

- **Individual Owners**

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Jeffery Gruener	North Liberty	Iowa	52317	SVP, CFO, Treasurer & Director	0.00	Yes
Richard Gates	North Liberty	Iowa	52317	SVP & Director	0.00	Yes
Tracey Brown	North Liberty	Iowa	52317	President & Director	0.00	Yes
Brian Brown	North Liberty	Iowa	52317	Vice President	0.00	Yes
Joseph B Amsbary, Jr	North Liberty	Iowa	52317	Secretary	0.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

State of Iowa
Alcoholic Beverages Division

BOND EFFECTIVE DATE	TEMP TRANSFER EFFECTIVE DATE	TEMP TRANSFER EXPIRATION DATE

ALCOHOLIC BEVERAGES DIVISION State of Iowa

State of Iowa
Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS
TRNL, LLC	Tin Roost	(319) 626-2331

ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
840 W Penn St		North Liberty	Johnson	52317

MAILING ADDRESS	CITY	STATE	ZIP
840 W Penn St	North Liberty	Iowa	52317

Contact Person

NAME	PHONE	EMAIL
Erik Shewmaker	(319) 626-2331	erikshewmaker@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0043624	Class C Retail Alcohol License	12 Month	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
July 21, 2023	July 20, 2024	

SUB-PERMITS

Class C Retail Alcohol License

State of Iowa
Alcoholic Beverages Division

PRIVILEGES

Catering, Outdoor Service

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

- **Individual Owners**

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Brandon Pratt	North Liberty	Iowa	52317	Partner	25.00	Yes
Joe Selix	North Liberty	Iowa	52317	Partner	25.00	Yes
Lane Shewmaker	Iowa City	Iowa	52245	Partner	25.00	Yes
Brian Flynn	Iowa City	Iowa	52240	Partner	25.00	Yes

Insurance Company Information

INSURANCE COMPANY	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE
Society Insurance	July 21, 2023	July 21, 2024

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

State of Iowa ABD approval statement from the following county department

Legal Name of Applicant: TRNL, LLC

Name of Business (DBA): Tin Roost

Address of Business: 840 W Penn St North Liberty, IA 52317

Business Phone: 319-626-2331

Email: erikshewmaker@gmail.com

State of Iowa ABD License #: LC0043624

Johnson County Health Department:

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

Name: Rob Thul

Title: EHM **Date:** 6/5/2023

Signature:

North Liberty Police Department

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

June 7, 2023

Liquor License Check

Business: Tin Roost Restaurant
840 W. Penn Street
North Liberty, IA 52317

Owners: Lane Shewmaker (DOB: 1983)
Brian Flynn (DOB: 1975)
Brandon Pratt (DOB: 1981)
Joseph Selix (DOB: 1985)

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.

North Liberty Fire Department

Occupancy: **TIN ROOST**
Occupancy ID: **995218**
Address: **840 W Penn ST North Liberty IA 52317**

Form: General Fire Inspection Checklist 1.3

Inspection Type: **Liquor License Inspection**
Inspection Date: **7/5/2023** By: Humston, Tina (01-2406)
Time In: **14:44** Time Out: **15:33**
Authorized Date: **07/07/2023** By: Hardin, Bryan E (01-1022)
Next Inspection Date: **No Inspection Scheduled**

Inspection Description:

ORDER TO COMPLY:
You must correct the violations noted upon receipt of this notice. An inspection to determine compliance with this Notice will be conducted on or after 30 days from the date of inspection.
This initial and the first re-inspection are at no charge. If subsequent re-inspections are needed to ensure compliance, you will be charged the current fee schedule.
If you fail to comply with this notice, you may be liable for the penalties provided for by law for such violations.

Inspection Topics:

Fire Extinguishers

Fire Extinguisher Monthly Inspection - Initial & Date Tag

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

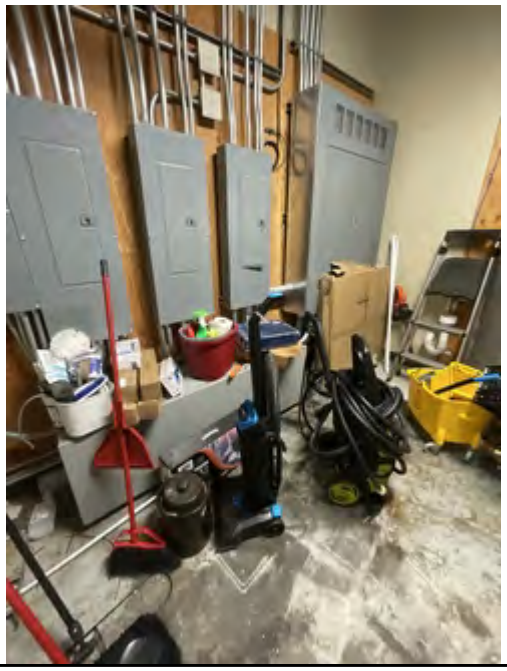
Status: FAIL
Notes: Extinguishers need monthly inspection.

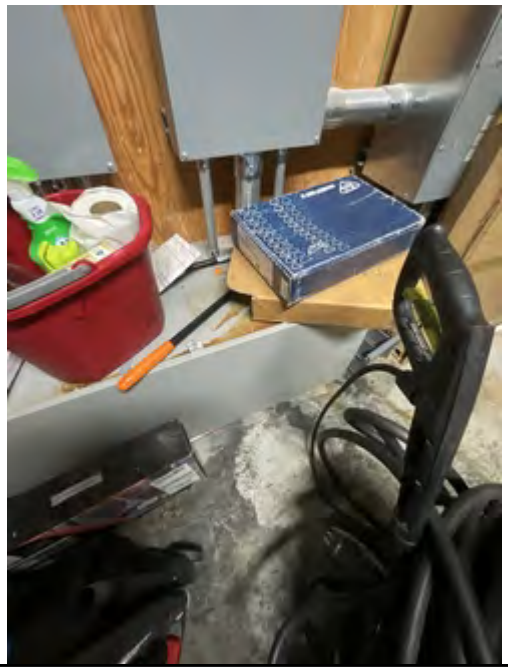
Electrical Rooms / Electrical Wiring

Electrical Equipment - 3 Feet Clearance in Front of Panel

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

Status: FAIL
Notes: Need clearance in front of electrical panels and general cleanup. This has been noted on previous inspections.





No Multiplug Adapters

605.4 Multiplug adapters. Multiplug adapters, such as cube adapters, unfused plug strips or any other device not complying with NFPA 70 shall be prohibited.

Status: FAIL
Notes: Multiplug adaptor needs to be switched to a power strip.

Kitchen Hood System

Cooking Equipment with Casters in Approved Floor Mounted Restraining Device

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

Status: FAIL
Notes: Casters need to be in floor mounted restraining devices. All cooking equipment on caster wheels need to to have the back caster wheels secured in the floor mounted devices. Also excessive amounts of grease noted under cooking equipment.

Interior Finish/Flame Spread

Suspended Ceiling Tiles/Panels in Place

703.1 Maintenance. The required fire-resistance rating of fire-resistance-rated construction, including, but not limited to, walls, firestops, shaft enclosures, partitions, smoke barriers, floors, fire-resistive coatings and sprayed fire-resistant materials applied to structural members and fire-resistant joint systems, shall be maintained. Such elements shall be visually inspected by the owner annually and properly repaired, restored or replaced where damaged, altered, breached or penetrated. All suspend ceiling panels/tiles shall be in place and in good condition.

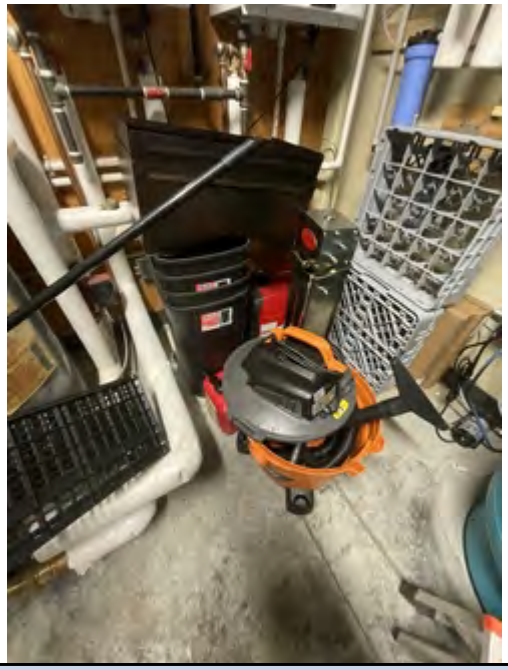
Status: FAIL
Notes: Ceiling tiles need to be in place.

Combustible, General & Outside Storage

No Combustible Storage in Boiler Rooms, Mechanical Rooms, Electrical Equipment Rooms or in Fire Command Centers

315.3.3 Equipment rooms. Combustible material shall not be stored in boiler rooms, mechanical rooms, electrical equipment rooms or in fire command centers as specified in Section 508.1.5.

Status: FAIL
Notes: Gas container and gas generator stored inside mechanical room. Needs to be removed.

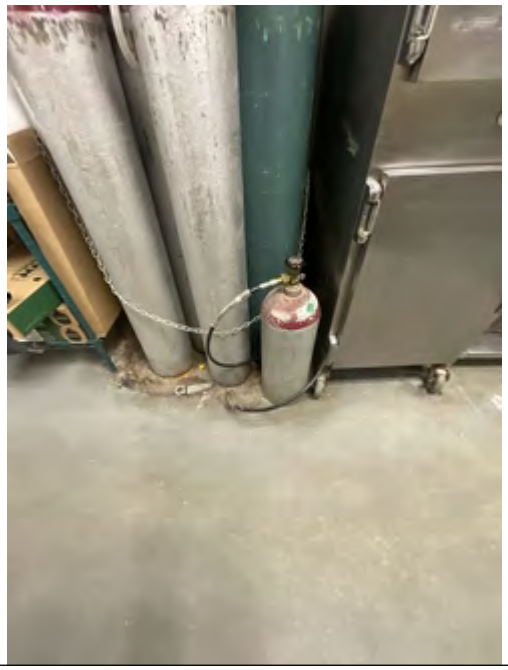


Compressed Gas Cylinders / LPG

Compressed Gas Cylinders Secured or Chained

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

Status: FAIL
Notes: Compressed gas cylinders need to be restrained.

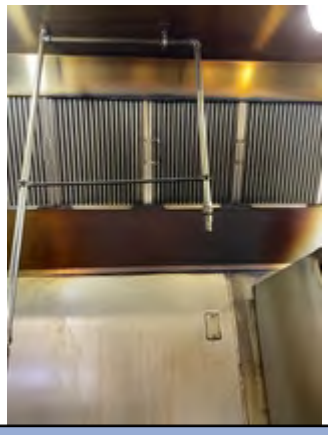


Miscellaneous

No Other Unsafe Conditions

110.4 Abatement. The owner, the owner's authorized agent, operator or occupant of a building or premises deemed unsafe by the fire code official shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other approved corrective action.

Status: FAIL
Notes: General uncleanliness and grease accumulation. Accumulation of grease around cooking equipment is excessive. Filters need to be cleaned more frequently,.



Additional Time Spent on Inspection:

Category	Start Date / Time	End Date / Time

Notes: No Additional time recorded

Total Additional Time: 0 minutes
Inspection Time: 49 minutes
Total Time: 49 minutes

Summary:

Overall Result: Correction Notice Issued

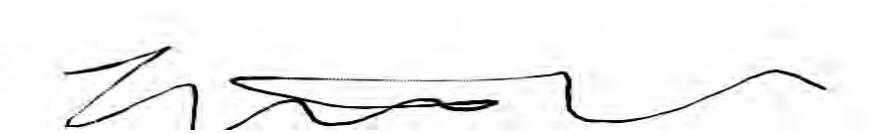
Inspector Notes:

Closing Notes:

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

Inspector:

Name: Humston, Tina
Rank: Captain
Work Phone(s): None on file
Email(s): thumston@northlibertyiowa.org
Humston, Tina:



Signed on: 07/05/2023 15:33

Signature *Date*

Representative Signature:

Signature *Date*

FY 24 Social Service Grant Funding

Resolution No. 2023-79

A RESOLUTION APPROVING THE SOCIAL SERVICES FUNDING AGREEMENT BETWEEN THE CITY OF NORTH LIBERTY AND THE NORTH LIBERTY COMMUNITY PANTRY (NLCP), A DIVISION OF THE NORTH LIBERTY UNITED METHODIST CHURCH FOR FISCAL YEAR 24

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

WHEREAS, NLCP provides food and clothing to the community in need each year;

WHEREAS, the City of North Liberty finds that this participation directly benefits the citizens of North Liberty;

WHEREAS, the City of North Liberty has offered to provide $25,000.00 toward the organization's budget; and

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

NOW, THEREFORE, BE IT RESOLVED that that Social Services Funding Agreement between the City of North Liberty and the North Liberty Community Pantry, a division of the North Liberty United Methodist Church is approved.

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

APPROVED AND ADOPTED this 11th day of July, 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

SOCIAL SERVICES FUNDING AGREEMENT

This Social Services Funding Agreement ("Agreement") is entered into by and between North Liberty Community Pantry, a division of the North Liberty United Methodist Church (hereinafter referred to as "Provider" which expression shall include its agents, successors or assigns) and the City of North Liberty, Iowa (hereinafter "the City"). Provider and the City are collectively referred to as "the Parties."

I. RECITALS

A. The City of North Liberty, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.

B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of North Liberty is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of North Liberty (the "Services"):

> Annual Pantry Operations, whereby hundreds of thousands of pounds of food, thousands of articles of clothing, toiletries and other essential goods and services are distributed to hundreds of families with limited resources from North Liberty and the surrounding area each year.

D. The City finds that the Services offered by Provider serve an important public purpose and help to promote the health, safety and welfare of residents of North Liberty.

E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of Twenty Thousand Five Hundred Dollars ($25,000.00).

In return, Provider agrees to provide the Services to residents of North Liberty as part of its ongoing operations.

3. **Accounting**. Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of North Liberty, and to provide an annual accounting to the City showing that the funds were so applied.

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

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

6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

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

8. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Agreement.

9. **Drafting.** This Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be

construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

10. **Captions.** The captions or headings of the sections in this Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Agreement.

11. **Scope of Promises, Representations, and Inducements.** Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Agreement.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

NORTH LIBERTY COMMUNITY PANTRY

By: _____

Date of Signature: _____

THE CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman, Mayor Pro Tem

Date of Signature: _____

Resolution No. 2023-80

A RESOLUTION APPROVING THE SOCIAL SERVICES FUNDING AGREEMENTS BETWEEN THE CITY OF NORTH LIBERTY AND SOCIAL SERVICE PROVIDERS FOR FISCAL YEAR 24

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

WHEREAS, various organizations provide social services to the community in need each year;

WHEREAS, the City of North Liberty finds that this participation directly benefits the citizens of North Liberty;

WHEREAS, the City of North Liberty has offered to provide:

Organization	Award
4C's Community Coordinated Child Care	$5,000
Big Brothers Big Sisters of Johnson County	$8,000
CommUnity Crisis Services and Food Bank	$12,000
Domestic Violence Intervention Program	$6,500
Families Helping Families of Iowa	$750
Friends of the Center	$7,450
Girls on the Run of Eastern Iowa	$3,000
Meals on Wheels of Johnson County, Aging Services	$10,000
Houses into Homes	$7,000
Housing Trust Fund of Johnson County	$20,000
Foundation for the Iowa City Community School District	$5,000
Iowa City Free Medical and Dental Clinic	$5,800
Iowa Legal Aid	$5,000
Iowa LEAP	$1,500
Rape Victim Advocacy Program	$3,500
Shelter House	$10,000
Sober Living	$1,500
Table to Table	$7,000
The Arc of Southeast Iowa	$2,000
United Action for Youth	$9,000
Total	$130,000

toward each organization's budget; and

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

NOW, THEREFORE, BE IT RESOLVED that that Social Services Funding Agreement between the City of North Liberty and the above listed social service providers are approved.

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

APPROVED AND ADOPTED this 11th day of July, 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

SOCIAL SERVICES FUNDING AGREEMENT

This Social Services Funding Agreement ("Agreement") is entered into by and between "The Community Coordinated Child Care (4C'S) Committee for Johnson County" (hereinafter referred to as "Provider" which expression shall include its agents, successors or assigns) and the City of North Liberty, Iowa (hereinafter "the City"). Provider and the City are collectively referred to as "the Parties."

I. RECITALS

A. The City of North Liberty, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.

B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of North Liberty is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of North Liberty (the "Services"):

> A Childcare Workforce Development Program which trains and develops individuals working as childcare providers serving residents of Johnson County, including North Liberty, with the goal of maximizing the quality of childcare services provided.

D. The City finds that the Services offered by Provider serve an important public purpose and help to promote the health, safety and welfare of residents of North Liberty.

E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of Five Thousand Dollars ($5,000.00).

In return, Provider agrees to provide the Services to residents of North Liberty as part of its ongoing operations.

3. **Accounting**. Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of North Liberty, and to provide an annual accounting to the City showing that the funds were so applied.

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

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

6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

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

8. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Agreement.

9. **Drafting.** This Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be

construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

10. **Captions.** The captions or headings of the sections in this Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Agreement.

11. **Scope of Promises, Representations, and Inducements.** Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Agreement.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

4 C's COMMUNITY COORDINATED CHILD CARE

By: _____

Date of Signature: _____

THE CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman Mayor

Date of Signature: _____

SOCIAL SERVICES FUNDING AGREEMENT

This Social Services Funding Agreement ("Agreement") is entered into by and between Big Brothers Big Sisters of Johnson County, a division of Iowa State University Extension and Outreach (hereinafter referred to as "Provider" which expression shall include its agents, successors or assigns) and the City of North Liberty, Iowa (hereinafter "the City"). Provider and the City are collectively referred to as "the Parties."

I. RECITALS

A. The City of North Liberty, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.

B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of North Liberty is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of North Liberty (the "Services"):

> A Bold Path to a Big Future Program to create and support mentoring relationships in North Liberty. Mentorship is a prevention strategy. Youth targeted for mentorship are aged 6-17 and present at least one risk factor.

D. The City finds that the Services offered by Provider serve an important public purpose and help to promote the health, safety and welfare of residents of North Liberty.

E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of Eight Thousand Dollars ($8,000.00).

In return, Provider agrees to provide the Services to residents of North Liberty as part of its ongoing operations.

3. **Accounting**. Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of North Liberty, and to provide an annual accounting to the City showing that the funds were so applied.

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

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

6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

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

8. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Agreement.

9. **Drafting.** This Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be

construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

10. **Captions.** The captions or headings of the sections in this Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Agreement.

11. **Scope of Promises, Representations, and Inducements.** Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Agreement.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

BIG BROTHERS BIG SISTERS OF JOHNSON COUNTY

By: _____

Date of Signature: _____

THE CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman, Mayor

Date of Signature: _____

SOCIAL SERVICES FUNDING AGREEMENT

This Social Services Funding Agreement ("Agreement") is entered into by and between CommUnity Crisis Services and Food Bank (hereinafter referred to as "Provider" which expression shall include its agents, successors or assigns) and the City of North Liberty, Iowa (hereinafter "the City"). Provider and the City are collectively referred to as "the Parties."

I. RECITALS

A. The City of North Liberty, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.

B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of North Liberty is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of North Liberty (the "Services"):

> A Program for Improving Housing Security for North Liberty Families which helps families which have exhausted or are otherwise ineligible for relevant funding from other assistance programs maintain housing by making emergency payments to landlords and utility companies.

D. The City finds that the Services offered by Provider serve an important public purpose and help to promote the health, safety and welfare of residents of North Liberty.

E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of Twelve Thousand Dollars ($12,000.00).

In return, Provider agrees to provide the Services to residents of North Liberty as part of its ongoing operations.

3. **Accounting**. Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of North Liberty, and to provide an annual accounting to the City showing that the funds were so applied.

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

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

6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

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

8. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Agreement.

9. **Drafting.** This Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be

construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

10. **Captions.** The captions or headings of the sections in this Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Agreement.

11. **Scope of Promises, Representations, and Inducements.** Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Agreement.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

COMMUNITY CRISIS SERVICES

By: _____

Date of Signature: _____

THE CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman, Mayor

Date of Signature: _____

SOCIAL SERVICES FUNDING AGREEMENT

This Social Services Funding Agreement ("Agreement") is entered into by and between Domestic Violence Intervention Program, Inc. (hereinafter referred to as "Provider" which expression shall include its agents, successors or assigns) and the City of North Liberty, Iowa (hereinafter "the City"). Provider and the City are collectively referred to as "the Parties."

I. RECITALS

A. The City of North Liberty, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.

B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of North Liberty is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of North Liberty (the "Services"):

> Support for Victim-survivors of domestic violence, focusing on immediate and long-term safety, empowerment, dignity, and hope. The program seeks to assist with emergency safe shelter, 24-hour hotline, advocacy, trauma care counseling, and direct aid for residents of North Liberty.

D. The City finds that the Services offered by Provider serve an important public purpose and help to promote the health, safety and welfare of residents of North Liberty.

E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of Six Thousand and Five Hundred Dollars ($6,500.00).

In return, Provider agrees to provide the Services to residents of North Liberty as part of its ongoing operations.

3. **Accounting**. Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of North Liberty, and to provide an annual accounting to the City showing that the funds were so applied.

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

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

6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

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

8. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Agreement.

9. **Drafting.** This Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be

construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

10. **Captions.** The captions or headings of the sections in this Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Agreement.

11. **Scope of Promises, Representations, and Inducements.** Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Agreement.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

DOMESTIC VIOLENCE INTERVENTION PROGRAM

By: _____

Date of Signature: _____

THE CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman, Mayor

Date of Signature: _____

SOCIAL SERVICES FUNDING AGREEMENT

This Social Services Funding Agreement ("Agreement") is entered into by and between Families Helping Families of Iowa (hereinafter referred to as "Provider" which expression shall include its agents, successors or assigns) and the City of North Liberty, Iowa (hereinafter "the City"). Provider and the City are collectively referred to as "the Parties."

I. RECITALS

A. The City of North Liberty, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.

B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of North Liberty is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of North Liberty (the "Services"):

> Support for Youth in Foster Care provides a Senior Celebration for graduating high school seniors transitioning to college, first place or new job and Spread your Wings helping children in foster care gain confidence and social skills by supporting participation in extracurricular activities.

D. The City finds that the Services offered by Provider serve an important public purpose and help to promote the health, safety and welfare of residents of North Liberty.

E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of Seven Hundred and Fifty Dollars ($750.00).

In return, Provider agrees to provide the Services to residents of North Liberty as part of its ongoing operations.

3. **Accounting**. Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of North Liberty, and to provide an annual accounting to the City showing that the funds were so applied.

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

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

6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

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

8. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Agreement.

9. **Drafting.** This Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be

construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

10. **Captions.** The captions or headings of the sections in this Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Agreement.

11. **Scope of Promises, Representations, and Inducements.** Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Agreement.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

FAMILIES HELPING FAMILIES OF IOWA

By: _____

Date of Signature: _____

THE CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman, Mayor

Date of Signature: _____

SOCIAL SERVICES FUNDING AGREEMENT

This Social Services Funding Agreement ("Agreement") is entered into by and between the Foundation for the Iowa City Community School District (hereinafter referred to as "Provider" which expression shall include its agents, successors or assigns) and the City of North Liberty, Iowa (hereinafter "the City"). Provider and the City are collectively referred to as "the Parties."

I. RECITALS

A. The City of North Liberty, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.

B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of North Liberty is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of North Liberty (the "Services"):

> Any Given Child, a program of the John F. Kennedy Center for the Performing Arts in Washington, D.C. is designed to assist communities in working strategically to align the existing resources of the school district, the local arts community, and the Kennedy Center to provide an equitable, diverse, and interactive arts education for all students in grades K-8.

D. The City finds that the Services offered by Provider serve an important public purpose and help to promote the health, safety and welfare of residents of North Liberty.

E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of Five Thousand Dollars ($5,000.00).

In return, Provider agrees to provide the Services to residents of North Liberty as part of its ongoing operations.

3. **Accounting**. Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of North Liberty, and to provide an annual accounting to the City showing that the funds were so applied.

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

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

6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

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

8. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Agreement.

9. **Drafting.** This Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

10. **Captions.** The captions or headings of the sections in this Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Agreement.

11. **Scope of Promises, Representations, and Inducements.** Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Agreement.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

FOUNDATION FOR THE IOWA CITY COMMUNITY SCHOOL DISTRICT

By: _____

Date of Signature: _____

THE CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman, Mayor

Date of Signature: _____

SOCIAL SERVICES FUNDING AGREEMENT

This Social Services Funding Agreement ("Agreement") is entered into by and between Friends of the Iowa City Senior Center (hereinafter referred to as "Provider" which expression shall include its agents, successors or assigns) and the City of North Liberty, Iowa (hereinafter "the City"). Provider and the City are collectively referred to as "the Parties."

I. RECITALS

A. The City of North Liberty, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.

B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of North Liberty is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of North Liberty (the "Services"):

Senior-focused programs and services for North Liberty residents. FY24 funding will be focused on the following areas:

1. Sustaining the Senior Health Insurance Information Program (SHIIP) satellite office in North Liberty.
2. Providing discounted Senior Center Membership for all North Liberty residents age 50+ to fully access available programming both in-person and virtually.
3. Allowing for continued development of new programs and activities designed to fill gaps in Senior focused programs that take place in North Liberty, including, but not limited to, Coffee Club, Walk with Ease, Laughter Yoga, Welcome to Medicare.

D. The City finds that the Services offered by Provider serve an important public purpose and help to promote the health, safety and welfare of residents of North Liberty.

E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds

that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of Seven Thousand Four Hundred and Fifty Dollars ($7,450.00).

In return, Provider agrees to provide the Services to residents of North Liberty as part of its ongoing operations.

3. **Accounting**. Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of North Liberty, and to provide an annual accounting to the City showing that the funds were so applied.

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

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

6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

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

8. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Agreement.

9. **Drafting.** This Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

10. **Captions.** The captions or headings of the sections in this Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Agreement.

11. **Scope of Promises, Representations, and Inducements.** Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Agreement.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

FRIENDS OF THE IOWA CITY SENIOR CENTER

By: _____

Date of Signature: _____

THE CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman, Mayor

Date of Signature: _____

SOCIAL SERVICES FUNDING AGREEMENT

This Social Services Funding Agreement ("Agreement") is entered into by and between Girls on the Run of Eastern Iowa (hereinafter referred to as "Provider" which expression shall include its agents, successors or assigns) and the City of North Liberty, Iowa (hereinafter "the City"). Provider and the City are collectively referred to as "the Parties."

I. RECITALS

A. The City of North Liberty, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.

B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of North Liberty is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of North Liberty (the "Services"):

> Girls on the Run is a physical activity-based positive youth development program designed to enhance 3rd-5th grade girls' social, psychological and physical skills and behaviors to successfully navigate life experiences, culminating in a celebratory, non-competitive 5k event. A pilot program, Heart & Sole, will be implemented in Spring 2024 for 6th graders as they transition to Junior High. The North Liberty Program Support Initiative will help to ensure the quality of youth programming provided through Girls on the Run remains financially accessible by keeping program fees down and providing scholarships or financial assistance to those in need.

D. The City finds that the Services offered by Provider serve an important public purpose and help to promote the health, safety and welfare of residents of North Liberty.

E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of Three Thousand Dollars ($3,000.00).

In return, Provider agrees to provide the Services to residents of North Liberty as part of its ongoing operations.

3. **Accounting**. Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of North Liberty, and to provide an annual accounting to the City showing that the funds were so applied.

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

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

6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

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

8. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Agreement on behalf of their respective parties. The

undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Agreement.

9. **Drafting.** This Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

10. **Captions.** The captions or headings of the sections in this Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Agreement.

11. **Scope of Promises, Representations, and Inducements.** Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Agreement.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

GIRLS ON THE RUN OF EASTERN IOWA

By: _____

Date of Signature: _____

THE CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman, Mayor

Date of Signature: _____

SOCIAL SERVICES FUNDING AGREEMENT

This Social Services Funding Agreement ("Agreement") is entered into by and between Houses into Homes (hereinafter referred to as "Provider" which expression shall include its agents, successors or assigns) and the City of North Liberty, Iowa (hereinafter "the City"). Provider and the City are collectively referred to as "the Parties."

I. RECITALS

A. The City of North Liberty, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.

B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of North Liberty is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of North Liberty (the "Services"):

> Houses into Homes to harnesses hundreds to thousands of volunteer hours to provide beds, furniture, and other items to households in need in Johnson County. The funds requested will facilitate the hiring of the Operations Manager to coordinate the receiving and delivering those items.

D. The City finds that the Services offered by Provider serve an important public purpose and help to promote the health, safety and welfare of residents of North Liberty.

E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of Seven Thousand Dollars ($7,000.00).

In return, Provider agrees to provide the Services to residents of North Liberty as part of its ongoing operations.

3. **Accounting**. Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of North Liberty, and to provide an annual accounting to the City showing that the funds were so applied.

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

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

6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

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

8. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Agreement.

9. **Drafting.** This Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be

construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

10. **Captions.** The captions or headings of the sections in this Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Agreement.

11. **Scope of Promises, Representations, and Inducements.** Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Agreement.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

HOUSES INTO HOMES

By: _____

Date of Signature: _____

THE CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman, Mayor

Date of Signature: _____

SOCIAL SERVICES FUNDING AGREEMENT

This Social Services Funding Agreement ("Agreement") is entered into by and between Housing Trust Fund of Johnson County, Inc. (hereinafter referred to as "Provider" which expression shall include its agents, successors or assigns) and the City of North Liberty, Iowa (hereinafter "the City"). Provider and the City are collectively referred to as "the Parties."

I. RECITALS

A. The City of North Liberty, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.

B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of North Liberty is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of North Liberty (the "Services"):

> Through a revolving loan fund, HTFJC distributes funding to agencies, developers and builders for the acquisition and creation of new housing and the rehabilitation of existing housing for the benefit of households with incomes below 80% of the Area Median Income in Johnson County.

D. The City finds that the Services offered by Provider serve an important public purpose and help to promote the health, safety and welfare of residents of North Liberty.

E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of Twenty Thousand Dollars ($20,000.00).

In return, Provider agrees to provide the Services to residents of North Liberty as part of its ongoing operations.

3. **Accounting**. Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of North Liberty, and to provide an annual accounting to the City showing that the funds were so applied.

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

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

6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

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

8. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Agreement.

9. **Drafting.** This Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be

construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

10. **Captions.** The captions or headings of the sections in this Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Agreement.

11. **Scope of Promises, Representations, and Inducements.** Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Agreement.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

HOUSING TRUST FUND OF JOHNSON COUNTY

By: _____

Date of Signature: _____

THE CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman, Mayor

Date of Signature: _____

SOCIAL SERVICES FUNDING AGREEMENT

This Social Services Funding Agreement ("Agreement") is entered into by and between Iowa City Free Medical and Dental Clinic (hereinafter referred to as "Provider" which expression shall include its agents, successors or assigns) and the City of North Liberty, Iowa (hereinafter "the City"). Provider and the City are collectively referred to as "the Parties."

I. RECITALS

A. The City of North Liberty, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.

B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of North Liberty is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of North Liberty (the "Services"):

> A program to provide operational funding for the provision of comprehensive healthcare services at the Iowa City Free Clinic for an estimated 80 uninsured residents of North Liberty in FY24. This population would otherwise postpone or go without needed care.

D. The City finds that the Services offered by Provider serve an important public purpose and help to promote the health, safety and welfare of residents of North Liberty.

E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of Five Thousand and Eight Hundred Dollars ($5,800.00).

In return, Provider agrees to provide the Services to residents of North Liberty as part of its ongoing operations.

3. **Accounting**. Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of North Liberty, and to provide an annual accounting to the City showing that the funds were so applied.

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

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

6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

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

8. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Agreement.

9. **Drafting.** This Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be

construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

10. **Captions.** The captions or headings of the sections in this Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Agreement.

11. **Scope of Promises, Representations, and Inducements.** Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Agreement.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

IOWA CITY FREE MEDICAL AND DENTAL CLINIC

By: _____

Date of Signature: _____

THE CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman, Mayor

Date of Signature: _____

SOCIAL SERVICES FUNDING AGREEMENT

This Social Services Funding Agreement ("Agreement") is entered into by and between Iowa LEAP (Leadership, Education, Advocacy Project) (hereinafter referred to as "Provider" which expression shall include its agents, successors or assigns) and the City of North Liberty, Iowa (hereinafter "the City"). Provider and the City are collectively referred to as "the Parties."

I. RECITALS

A. The City of North Liberty, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.

B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of North Liberty is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of North Liberty (the "Services"):

> Iowa LEAP will expand educational opportunities for up to 25 North Liberty youth to graduate from high school, enroll in college or vocational training, secure financial aid and development partnerships with local programs to provide resources and support to students. The programs components include after-school programs, financial aid, partnerships, career counseling, and parental involvement.

D. The City finds that the Services offered by Provider serve an important public purpose and help to promote the health, safety and welfare of residents of North Liberty.

E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of One Thousand and Five Hundred Dollars ($1,500.00).

In return, Provider agrees to provide the Services to residents of North Liberty as part of its ongoing operations.

3. **Accounting**. Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of North Liberty, and to provide an annual accounting to the City showing that the funds were so applied.

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

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

6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

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

8. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Agreement.

9. **Drafting.** This Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

10. **Captions.** The captions or headings of the sections in this Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Agreement.

11. **Scope of Promises, Representations, and Inducements.** Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Agreement.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

IOWA LEAP

By: _____

Date of Signature: _____

THE CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman, Mayor

Date of Signature: _____

SOCIAL SERVICES FUNDING AGREEMENT

This Social Services Funding Agreement ("Agreement") is entered into by and between Iowa Legal Aid (hereinafter referred to as "Provider" which expression shall include its agents, successors or assigns) and the City of North Liberty, Iowa (hereinafter "the City"). Provider and the City are collectively referred to as "the Parties."

I. RECITALS

A. The City of North Liberty, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.

B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of North Liberty is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of North Liberty (the "Services"):

> A Family Stabilization in North Liberty project to help up to 220 low-income North Liberty residents obtain access to government benefits and disaster services, housing and health care. Access is obtained by providing direct legal assistance, referrals to private attorneys participating in Iowa Legal Aid's Volunteer Lawyers Project, and referrals to local human services and health organizations to address non-legal issues.

D. The City finds that the Services offered by Provider serve an important public purpose and help to promote the health, safety and welfare of residents of North Liberty.

E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of Five Thousand Dollars ($5,000.00).

In return, Provider agrees to provide the Services to residents of North Liberty as part of its ongoing operations.

3. **Accounting**. Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of North Liberty, and to provide an annual accounting to the City showing that the funds were so applied.

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

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

6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

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

8. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Agreement.

9. **Drafting.** This Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

10. **Captions.** The captions or headings of the sections in this Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Agreement.

11. **Scope of Promises, Representations, and Inducements.** Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Agreement.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

IOWA LEGAL AID

By: _____

Date of Signature: _____

THE CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman, Mayor

Date of Signature: _____

SOCIAL SERVICES FUNDING AGREEMENT

This Social Services Funding Agreement ("Agreement") is entered into by and between Horizons, A Family Service Alliance (hereinafter referred to as "Provider" which expression shall include its agents, successors or assigns) and the City of North Liberty, Iowa (hereinafter "the City"). Provider and the City are collectively referred to as "the Parties."

I. RECITALS

A. The City of North Liberty, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.

B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of North Liberty is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of North Liberty (the "Services"):

A meals-on-wheels program addressing nutritional and social needs of food insecure, homebound and often isolated older adults in Johnson County.

D. The City finds that the Services offered by Provider serve an important public purpose and help to promote the health, safety and welfare of residents of North Liberty.

E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of Ten Thousand Dollars ($10,000.00).

In return, Provider agrees to provide the Services to residents of North Liberty as part of its ongoing operations.

3. **Accounting**. Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of North Liberty, and to provide an annual accounting to the City showing that the funds were so applied.

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

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

6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

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

8. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Agreement.

9. **Drafting.** This Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be

construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

10. **Captions.** The captions or headings of the sections in this Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Agreement.

11. **Scope of Promises, Representations, and Inducements.** Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Agreement.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

HORIZONS, A FAMILY SERVICE ALLIANCE

By: _____

Date of Signature: _____

THE CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman, Mayor

Date of Signature: _____

SOCIAL SERVICES FUNDING AGREEMENT

This Social Services Funding Agreement ("Agreement") is entered into by and between Rape Victim Advocacy Program, a department of the University of Iowa Division of Student Life (hereinafter referred to as "Provider" which expression shall include its agents, successors or assigns) and the City of North Liberty, Iowa (hereinafter "the City"). Provider and the City are collectively referred to as "the Parties."

I. RECITALS

A. The City of North Liberty, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.

B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of North Liberty is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of North Liberty (the "Services"):

> Providing comprehensive primary prevention education to residents in North Liberty, specifically two 45-60 minute sessions supporting 7th grade students in North Central Junior High School and 9th grade students at Liberty High school during health or personal development classes, addressing various topics including personal and group safety, accountability, emotional first aid, dating, consent, and healthy relationships.

D. The City finds that the Services offered by Provider serve an important public purpose and help to promote the health, safety and welfare of residents of North Liberty.

E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of Three Thousand Five Hundred Dollars ($3,500.00).

In return, Provider agrees to provide the Services to residents of North Liberty as part of its ongoing operations.

3. **Accounting**. Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of North Liberty, and to provide an annual accounting to the City showing that the funds were so applied.

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

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

6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

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

8. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Agreement.

9. **Drafting.** This Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

10. **Captions.** The captions or headings of the sections in this Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Agreement.

11. **Scope of Promises, Representations, and Inducements.** Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Agreement.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

THE UNIVERSITY OF IOWA ON BEHALF OF THE
RAPE VICTIM ADVOCACY PROGRAM (RVAP)

By: _____

Date of Signature: _____

THE CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman, Mayor

Date of Signature: _____

SOCIAL SERVICES FUNDING AGREEMENT

This Social Services Funding Agreement ("Agreement") is entered into by and between Shelter House Community Shelter and Transition Services (hereinafter referred to as "Provider" which expression shall include its agents, successors or assigns) and the City of North Liberty, Iowa (hereinafter "the City"). Provider and the City are collectively referred to as "the Parties."

I. RECITALS

A. The City of North Liberty, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.

B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of North Liberty is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of North Liberty (the "Services"):

> An emergency shelter program which is Johnson County's only general-use homeless shelter that serves men, women and families experiencing a housing crisis. In addition to providing a safe place and meeting people's most basic needs, the emergency shelter facilitates access to numerous services to help them move beyond homelessness and into a more stable and permanent living situation.

D. The City finds that the Services offered by Provider serve an important public purpose and help to promote the health, safety and welfare of residents of North Liberty.

E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of Ten Thousand Dollars ($10,000.00).

In return, Provider agrees to provide the Services to residents of North Liberty as part of its ongoing operations.

3. **Accounting**. Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of North Liberty, and to provide an annual accounting to the City showing that the funds were so applied.

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

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

6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

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

8. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Agreement.

9. **Drafting.** This Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

10. **Captions.** The captions or headings of the sections in this Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Agreement.

11. **Scope of Promises, Representations, and Inducements.** Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Agreement.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

SHELTER HOUSE

By: _____

Date of Signature: _____

THE CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman, Mayor

Date of Signature: _____

SOCIAL SERVICES FUNDING AGREEMENT

This Social Services Funding Agreement ("Agreement") is entered into by and between Iowa City Sober Living (hereinafter referred to as "Provider" which expression shall include its agents, successors or assigns) and the City of North Liberty, Iowa (hereinafter "the City"). Provider and the City are collectively referred to as "the Parties."

I. RECITALS

A. The City of North Liberty, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.

B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of North Liberty is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of North Liberty (the "Services"):

> Iowa City Sober Living will provide 8 beds for women in recovery from substance abuse with services. Grant funds will be used to help furnish the home with four new twin mattress sets.

D. The City finds that the Services offered by Provider serve an important public purpose and help to promote the health, safety and welfare of residents of North Liberty.

E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of One Thousand and Five Hundred Dollars ($1,500.00).

In return, Provider agrees to provide the Services to residents of North Liberty as part of its ongoing operations.

3. **Accounting**. Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of North Liberty, and to provide an annual accounting to the City showing that the funds were so applied.

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

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

6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

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

8. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Agreement.

9. **Drafting.** This Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be

construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

10. **Captions.** The captions or headings of the sections in this Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Agreement.

11. **Scope of Promises, Representations, and Inducements.** Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Agreement.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

IOWA CITY SOBER LIVING

By: _____

Date of Signature: _____

THE CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman, Mayor

Date of Signature: _____

SOCIAL SERVICES FUNDING AGREEMENT

This Social Services Funding Agreement ("Agreement") is entered into by and between Table to Table Food Distribution Network (hereinafter referred to as "Provider" which expression shall include its agents, successors or assigns) and the City of North Liberty, Iowa (hereinafter "the City"). Provider and the City are collectively referred to as "the Parties."

I. RECITALS

A. The City of North Liberty, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.

B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of North Liberty is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of North Liberty (the "Services"):

> A food distribution program to reduce food insecurity. Each year, the program recovers millions of pounds of still-nutritious food from more than 100 local food donors and delivers it to needy area residents free of charge.

D. The City finds that the Services offered by Provider serve an important public purpose and help to promote the health, safety and welfare of residents of North Liberty.

E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of Seven Thousand Dollars ($7,000.00).

In return, Provider agrees to provide the Services to residents of North Liberty as part of its ongoing operations.

3. **Accounting**. Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of North Liberty, and to provide an annual accounting to the City showing that the funds were so applied.

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

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

6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

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

8. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Agreement.

9. **Drafting.** This Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be

construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

10. **Captions.** The captions or headings of the sections in this Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Agreement.

11. **Scope of Promises, Representations, and Inducements.** Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Agreement.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

TABLE TO TABLE

By: _____

Date of Signature: _____

THE CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman, Mayor

Date of Signature: _____

SOCIAL SERVICES FUNDING AGREEMENT

This Social Services Funding Agreement ("Agreement") is entered into by and between The Arc of Southeast Iowa (hereinafter referred to as "Provider" which expression shall include its agents, successors or assigns) and the City of North Liberty, Iowa (hereinafter "the City"). Provider and the City are collectively referred to as "the Parties."

I. RECITALS

A. The City of North Liberty, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.

B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of North Liberty is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of North Liberty (the "Services"):

> A summer day camp program during summer break and group respite services throughout the school year to school-aged students with disabilities who are otherwise underserved. Students benefit from engaging in structured social and leisure programming, and caregivers receive needed breaks and childcare to remain in the workforce.

D. The City finds that the Services offered by Provider serve an important public purpose and help to promote the health, safety and welfare of residents of North Liberty.

E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of Two Thousand Dollars ($2,000.00).

In return, Provider agrees to provide the Services to residents of North Liberty as part of its ongoing operations.

3. **Accounting**. Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of North Liberty, and to provide an annual accounting to the City showing that the funds were so applied.

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

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

6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

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

8. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Agreement.

9. **Drafting.** This Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

10. **Captions.** The captions or headings of the sections in this Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Agreement.

11. **Scope of Promises, Representations, and Inducements.** Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Agreement.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

THE ARC OF SOUTHEAST IOWA

By: _____

Date of Signature: _____

THE CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman, Mayor

Date of Signature: _____

SOCIAL SERVICES FUNDING AGREEMENT

This Social Services Funding Agreement ("Agreement") is entered into by and between United Action for Youth (hereinafter referred to as "Provider" which expression shall include its agents, successors or assigns) and the City of North Liberty, Iowa (hereinafter "the City"). Provider and the City are collectively referred to as "the Parties."

I. RECITALS

A. The City of North Liberty, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.

B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of North Liberty is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of North Liberty (the "Services"):

> Positive youth development and mental health services programming including but not limited to an experiential learning program called SPARK, a summer-long weekly hang-out at Ranshaw House, outreach and inclusivity work with and for Black youth and youth of color.

D. The City finds that the Services offered by Provider serve an important public purpose and help to promote the health, safety and welfare of residents of North Liberty.

E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of Nine Thousand Dollars ($9,000.00).

In return, Provider agrees to provide the Services to residents of North Liberty as part of its ongoing operations.

3. **Accounting**. Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of North Liberty, and to provide an annual accounting to the City showing that the funds were so applied.

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

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

6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

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

8. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Agreement.

9. **Drafting.** This Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be

construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

10. **Captions.** The captions or headings of the sections in this Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Agreement.

11. **Scope of Promises, Representations, and Inducements.** Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Agreement.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

UNITED ACTION FOR YOUTH

By: _____

Date of Signature: _____

THE CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman, Mayor

Date of Signature: _____

North Liberty
IOWA

Park Land Purchase

Resolution No. 2023-81

A RESOLUTION APPROVING TO DEPOSIT APPRAISED DAMAGES AND PAY FEES FOR THE NORTH SIDE COMMUNITY PARK PROJECT

WHEREAS, eminent domain proceedings were approved by resolution during the regular City Council Meeting on the 14th day of February, 2023 to acquire real property totaling 40.64 acres for the North Side Community Park Project (the "Subject Property"); and

WHEREAS, a Compensation Commission appointed by the Chief Judge of the 6th Judicial District met pursuant to the above proceedings, viewed the Subject Property, and appraised the damages for the acquisition of the Subject Property in the amount of Two Million Six Hundred Fourteen Thousand Five Hundred Dollars ($2,614,500.00); and

WHEREAS, the City Council of the City of North Liberty, Iowa finds that the appraised damages should be deposited with the Johnson County Sheriff in accordance with Iowa Code Chapter 6B.25, so as to allow the City to take possession of the Subject Property and proceed with the public improvement,

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

That the deposit of the appraised damages in the amount of $2,614,500.00 for the acquisition of real property for the North Side Community Park Project with the Johnson County Sheriff's Office and the payment of fees associated with the Compensation Commission hearing is hereby approved and authorized.

APPROVED AND ADOPTED this 11th day of July, 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

University of Iowa Hospitals & Clinics Agreement

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

OWNER'S AGREEMENT
UIHC FOREVERGREEN ROAD CAMPUS

THIS AGREEMENT is made by and between the City of North Liberty, Iowa, a municipal corporation, hereinafter referred to as "City," and the University of Iowa Board of Regents, hereinafter referred to as "Owner."

I. RECITALS

A. Owner is constructing a 469,000 sq. ft. health care complex (the "Project") on approximately 57 acres of real property situated in North Liberty, Iowa; and

B. The Project is exempt from ordinary City examination and approval of plans and specifications, the issuance of building permits, licenses, certificates, and similar documents, and the inspection, administration and enforcement of building regulations by operation of Iowa Code § 103A.10A; and

C. Notwithstanding the above statutory exemptions, the Project requires connection to existing public and private utilities, as well as the construction, reconstruction, and relocation of public infrastructure, and the dedication of right-of-way; and

D. The City has extended utilities and acquired public utility easements for the benefit of the Project area, and improved the public roadways abutting and serving the Project area; and

E. A portion of the City's costs for such infrastructure improvements are ordinarily collected from adjacent property owners by way of developer's agreements at the time of development; and

F. The City and Owner wish to ensure that the City is made whole for the cost of such improvements, and to ensure the Owner's compliance with the City's development practices.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Dedication of Right-of-Way.** Owner does hereby certify and state that it is the owner of the real estate situated in Johnson County, Iowa described in the attached Exhibit A.

Owner hereby dedicates to the City of North Liberty, and the City accepts, certain portions of real property abutting the Project to the City for right-of-way purposes, as depicted and described in the attached Exhibit B.

3. **Relocation of Emergency Siren.** Construction of the Project necessitates the relocation of an emergency warning siren from the Property. The City agrees to arrange for the relocation of the siren to an existing public utility easement on the north side of Forevergreen Road to accommodate the Project. Owner agrees to reimburse City for the actual documented costs of such relocation within 30 days of the City's written request.

4. **Costs for Existing Improvements.** The Owner agrees to pay the following costs associated with existing public improvements and infrastructure provided by the City:

a) Forevergreen Road Construction Fees of $118 per linear foot x 1,488 linear feet of frontage totaling **$175,584.00**

b) 10" sanitary sewer stub fees of **$13,060.00**

c) West Sewer Trunk Tap-on Fees of $747 per acre x 57 acres totaling **$42,579.00**

d) Water connection Fees from Fox Valley subdivision of **$31,452.00**

Said costs, totaling $262,675.00, shall be paid within 30 days of the City's written request for all or part of the total payment due.

5. **Storm Water Facilities Agreement.** Owner agrees to execute a Stormwater Management Facility Maintenance Agreement (or BMP Agreement) contemporaneously with this Agreement pursuant to Chapter 156 of the City of North Liberty Code of Ordinances.

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

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

9. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

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

11. **Careful Review and Understanding.** All Parties represent and certify they have carefully read and fully understand all of the provisions and effects of this Agreement, that they have had the opportunity to thoroughly discuss all aspects of this Agreement with an attorney, that they are voluntarily entering into this Agreement, and that neither the opposing party nor any agents, representatives, or attorneys made any representations concerning the terms or effects of this Agreement other than those contained herein.

12. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Agreement.

14. **No Assignment.** The Parties warrant and represent that they have not made any assignment or transfer of any contract, right, claim, demand, cause of action, or other matter covered by the releases set forth herein.

15. **Right to Enforce This Agreement.** Notwithstanding any provision set forth in this Agreement, the Parties to this Agreement retain the right to enforce this Agreement.

16. **Drafting.** This Settlement Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Settlement Agreement, such ambiguity is not to be construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

17. **Captions.** The captions or headings of the sections in this Settlement Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Settlement Agreement.

18. **Survival.** The provisions of this Agreement, including without limitation to, the representations, warranties and covenants made herein shall survive the execution of this Agreement and the performances by the Parties of their respective obligations under this Agreement.

19. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

20. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

21. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

DATED this ___ day of _____, 2023.

CITY OF NORTH LIBERTY, IOWA

By:_____
Chris Hoffman, Mayor

UNIVERSITY OF IOWA BOARD OF REGENTS

By:_____
David Kieft
University of Iowa Business 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 26th day of June, 2023, by David Kieft, University of Iowa Business Manager, as agent for the University of Iowa Board of Regents.

NOTARIAL SEAL IOWA
SARAH HONSON
Commission Number 841174
My Commission Expires
July 27, 2025

Sarah Honson

Notary Public in and for the State of Iowa

EXHIBIT A

UIHC FOREVERGREEN ROAD HOSPITAL CAMPUS - LEGAL DESCRIPTION

That part of Lot 1, Lot 2, and Outlot C of Fox Valley Part 1 (Final Plat recorded in Plat Book 54, Page 57 at the Johnson County Recorder's Office), and that part of the Northeast Quarter of the Southwest Quarter of Section 24, Township 80 North, Range 7 West of the 5th P.M., North Liberty, Johnson County, Iowa described as follows;

Commencing as a point of reference at the Northwest Corner of the Northeast Quarter of the Southwest Quarter of Section 24, Township 80 North, Range 7 West of the 5th P.M.;

thence South 00°37'40" East 60.00 feet to a point of intersection with the southerly right-of-way of Forevergreen Road;

thence North 89°54'29" East 1278.89 feet along said southerly right-of-way to a point of intersection with the westerly right-of-way of Coral Ridge Avenue;

thence South 00°19'10" East 968.79 feet along said westerly right-of-way;

thence South 00°26'54" East 218.09 feet along said westerly right-of-way;

thence South 40°50'26" West 49.04 feet to a point of intersection with the northerly right-of-way of Wheaton Road;

thence South 89°48'00" West 111.37 feet along said northerly right-of-way;

thence South 87°30'40" West 125.19 feet along said northerly right-of-way;

thence South 89°48'00" West 2234.43 feet to a point of intersection with the easterly right-of-way of Jones Boulevard;

thence North 00°12'00" West 74.32 feet along said easterly right-of-way;

thence northwesterly 344.43 feet along said easterly right-of-way and the arc of a 1050.00 foot radius curve concave southwesterly (chord bearing North 09°35'50" West 342.89 feet);

thence northwesterly 203.22 feet along said easterly right-of-way and the arc of a 950.00 foot radius curve concave northeasterly (chord bearing North 12°52'00" West 202.83 feet) to a northwesterly corner of said Outlot C;

thence South 85°42'09" East 4.18 feet along a northerly line of said Outlot C;

thence continuing South 85°42'09" East 784.27 feet along a northerly line of said Outlot C;

thence North 45°04'19" East 458.86 feet along a northerly line of said Outlot C;

thence North 00°05'56" West 360.08 feet along a westerly of said Outlot C to a point of intersection with the southerly right-of-way of Forevergreen Road;

thence North 89°54'29" East 209.04 feet along said southerly right-of-way to the point of beginning.

Area: 56.92 acres more or less.

EXHIBIT B

FOREVERGREEN ROAD RIGHT-OF-WAY ACQUISITION – LEGAL DESCRIPTION

That part of the Northeast Quarter of the Southwest Quarter of Section 24, Township 80 North, Range 7 West of the 5th P.M., North Liberty, Johnson County, Iowa described as follows:

Beginning at the Northwest Corner of said Northeast Quarter;

thence North 89°54'29" East 1279.21 feet along the north line of said Northeast Quarter (assumed bearing for this description only) to a point of intersection with the westerly right-of-way of Coral Ridge Avenue;

thence South 00°18'10" East 60.00 feet along said westerly right-of-way line;

thence South 89°54'29" West 1278.89 feet along a line parallel with and 60 feet in perpendicular distance south of said north line to a point of intersection with the west line of said Northeast Quarter;

thence North 00°37'40" West 60.00 feet along said west line to the point of beginning.

Area: 1.76 acres more or less which includes 0.97 acres more or less that was previously right of way by easement.

Net Acquisition Area: 0.79 acres

Resolution No. 2023-82

A RESOLUTION APPROVING THE OWNER'S AGREEMENT BETWEEN THE CITY OF NORTH LIBERTY AND THE UNIVERSITY OF IOWA BOARD OF REGENTS

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

WHEREAS, the terms and conditions for the development of a 469,000 square foot health care complex have been set forth in an Agreement between the City of North Liberty and the University of Iowa Regents, 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 Owner's Agreement between the City of North Liberty and the University of Iowa Regents is approved for the development of a health care complex in North Liberty, Iowa

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

APPROVED AND ADOPTED this 11th day of July, 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

Relocation Agreement

Brown Truck Leasing
11229 Aurora Avenue
Urbandale, IA 50322

July 6, 2023

Mr. Ryan Heiar
City Administrator
City of North Liberty
3 Quail Creek Circle
North Liberty, IA 52317

RE: Relocation of Truck Repair Operation of Brown Truck Leasing in North Liberty

Dear Mr. Heiar:

I am writing on behalf of Brown Truck Leasing to formally inform the City of North Liberty of our intention to relocate our truck repair operations from North Liberty, Iowa to Cedar Rapids, Iowa.

We value the positive business relationship we have had with the City of North Liberty and its community members. However, the relocation is essential for the growth and success of our company. The decision to relocate the truck repair operations stems from a need to be closer to our current customer base. We also believe that we can expand our operations if we are able to move closer to the existing and long-term customer base. Cedar Rapids, Iowa offers strategic proximity to our clientele, allowing us to better serve their needs and enhance our business relationships. The move will enable us to provide more efficient services, streamline our operations, and position ourselves for continued growth and success.

This decision was not made lightly. We thoroughly assessed the potential impact on our employees, customers, and the community. It is our intention to carry out the transition responsibly and with minimal disruption.

We would like to express our sincere appreciation for the support and cooperation we have received from the City of North Liberty. While we will be relocating these particular operations (consisting of about 4 employees), we remain open to exploring potential future partnerships or collaborations with the City of North Liberty, should opportunities arise.

Once again, we express our gratitude to the City of North Liberty. If there are any further questions or discussions you would like to have regarding our relocation, please do not hesitate to reach out to me directly.

Sincerely,

David C Bergman
CFO

HUNTER Companies

Development . Design Build Construction . Property Management

P.O. Box 1826 / Cedar Rapids, IA 52406
Phone: 319-366-8800 / Fax: 319-366-1022

June 29, 2023

VIA E-MAIL

Mr. Ryan Heiar
City Administrator
City of North Liberty
3 Quail Creek Circle
North Liberty, IA 52317

RE: Brown NationaLease

Dear Ryan:

Thank you for taking the time to talk with me today.

As I explained, we are working with a customer, Brown NationaLease, which has a small truck service and repair facility at 2740 Stoner Ct. in North Liberty.

They approached us with interest in a lot in a development of ours on 76th Ave. SW in Cedar Rapids.

Their lease is up soon on the North Liberty location and they are looking to relocate because they don't have many customers in North Liberty. The number of customers in North Liberty no longer justifies a facility there.

We are working with the City of Cedar Rapids on economic incentives for Brown to be used to fund construction of a public street to provide access to their new site. Because their lease is almost up, they need to be in a new facility before the City will be able to install a street. The incentives are not going to Brown directly.

Because this is technically a relocation from one jurisdiction to another and TIF is being requested, Cedar Rapids development staff is advising us that we need to have an agreement from North Liberty regarding Brown's relocation under Iowa Code Chapter 403.

Brown has 4 employees at the North Liberty site. Brown would be moving out of North Liberty no matter what. Their lease is up and the customer volume is not there. Their landlord will find a new tenant which will likely employ more people than Brown.

With help from the Cedar Rapids development staff, we have prepared an agreement between Cedar Rapids and North Liberty. I am attaching a copy for your review and execution.

Cedar Rapids recently consented to a company moving to Anamosa and used an agreement in this format.

We appreciate your good will and neighborly support of our request!

If this requires City Council approval, we request that it be put on the agenda for your next meeting on July 11, 2023, if possible.

If you need any more information in connection with this request, please let me know.

Thank you for your consideration and cooperation. We appreciate it!

Sincerely,

HUNTER COMPANIES
Shannon P. Thompson, General Counsel

Enclosure

JOINT AGREEMENT

THIS AGREEMENT is entered into between the City of North Liberty, Iowa and the City of Cedar Rapids, Iowa as of the 11th day of July, 2023 (the "Commencement Date").

WHEREAS, the City of Cedar Rapids, Iowa ("Cedar Rapids") has established the Consolidated I-380 Corridor Urban Renewal Area (the "Urban Renewal Area") pursuant to Chapter 403 of the Code of Iowa; and

WHEREAS, Cedar Rapids has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the "Urban Renewal Tax Revenue Fund"), which fund and the portion of taxes referred to in that subsection (the "Incremental Property Tax Revenues") may be irrevocably pledged by Cedar Rapids for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, Brown Truck Leasing Corporation, d/b/a Brown NationaLease ("Brown") is a truck leasing company with service and repair operations located in the City of North Liberty, Iowa ("North Liberty") and

WHEREAS, Brown has determined to leave the site (the "North Liberty Site") of its operations in North Liberty, and Brown is seeking a new location for such operations; and

WHEREAS, Brown has located a site in Cedar Rapids to which it wishes to relocate (the "Cedar Rapids Site"); and

WHEREAS, the movement of Brown's operations from the North Liberty Site to the Cedar Rapids Site meets the definition of a "relocation" under Section 403.19.9(b) of the Code of Iowa; and

WHEREAS, in accordance with Section 403.19.9(a) of the Code of Iowa, Incremental Property Tax Revenues in the Urban Renewal Tax Revenue Fund cannot be expended or otherwise used by Cedar Rapids in connection with Brown's relocation to the Cedar Rapids Site unless North Liberty and Cedar Rapids enter into a written agreement concerning Brown's relocation; and

WHEREAS, North Liberty and Cedar Rapids are committed to the pursuit of effective economic development in the region, and to work together in a spirit of cooperation to benefit area businesses and residents whenever circumstances allow;

NOW, THEREFORE, it is agreed by the City of Cedar Rapids, Iowa and the City of North Liberty, as follows:

Section 1. North Liberty hereby consents to: (1) the relocation of Brown from the North Liberty Site to the Cedar Rapids Site; and (2) the use by Cedar Rapids of Incremental Property Tax Revenues to support Brown's relocation to the Cedar Rapids Site.

Section 2. This Agreement is intended to meet the statutory requirements of Section 403.19.9(a)(1) of the Code of Iowa and shall be immediately effective on the Commencement Date following approval by Cedar Rapids and North Liberty and execution by the appropriate officials of Cedar Rapids and North Liberty.

The City of Cedar Rapids, Iowa and the City of North Liberty, Iowa, have caused this Agreement to be signed in their names and on their behalf by their duly authorized officers, all as of the Commencement Date.

CITY OF CEDAR RAPIDS, IOWA

By: _____
City Manager

Attest:

_____
City Clerk

Date: _____

CITY OF NORTH LIBERTY, IOWA

By: _____
City Manager

Attest:

_____
City Clerk

Date: _____

Resolution No. 2023-83

A RESOLUTION AUTHORIZING AN AGREEMENT FOR BROWN NATIONALEASE TO RELOCATE TO THE CITY OF CEDAR RAPIDS

WHEREAS, Brown Truck Leasing Corporation, d/b/a Brown NationaLease ("Brown") is an Iowa-based truck leasing company operating from numerous locations within the state, including service and repair operations located in the City of North Liberty with four employees; and

WHEREAS, Brown has determined to leave its site of operations in North Liberty, has located a replacement site in the City of Cedar Rapids which is suitable, and which Cedar Rapids has designated as an Urban Renewal Area eligible for Tax Increment Financing; and

WHEREAS, under applicable state law, Cedar Rapids cannot offer TIF benefits to any business relocating from cities in an adjacent counties unless there is a written agreement between the two entities; and

WHEREAS, Brown has asked the City of North Liberty to enter into such an agreement for the purposes of their proposed relocation to Cedar Rapids, a copy of which is attached hereto, and has stated its intention to relocate away from its North Liberty location whether or not such an agreement is ratified,

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

That the attached agreement is hereby approved, and the City Administrator is authorized to execute the agreement.

APPROVED AND ADOPTED this 11th day of July, 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

Building and Fire Code Ordinances

ORDINANCE NO. _____

AMENDING CHAPTER 157 OF THE NORTH LIBERTY CODE OF ORDINANCES, ADOPTING THE 2021 INTERNATIONAL BUILDING CODE AND MODIFYING QUALIFYING CRITERIA FOR BOARD OF APPEALS

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

SECTION 1. AMENDMENT. Chapter 157.02 of the North Liberty Code of Ordinances is amended to read as follows:

157.02 INTERNATIONAL BUILDING CODES ADOPTED.

Except as hereafter modified, that certain building codes known as the International Building Code, 2021 Edition, including Appendix F titled "Rodentproofing", Appendix H titled "Signs", and Appendix J titled "Grading", the International Residential Code, 2021 Edition, including Appendices AE titled "Manufactured Housing Used as Dwellings," AF titled "Radon Controlled Methods," AH titled "Patio Covers" and AK titled "Sound Transmission" as published by the International Code Council in cooperation with the International Conference of Building Officials, which codes are specifically incorporated by reference shall be known as the building code. The provisions of said building code shall control the design, construction, quality of materials, erection, installation, addition, alteration, repair, location, relocation, replacement, removal, demolition, use and maintenance of buildings and other structures within the incorporated limits of North Liberty, Iowa.

SECTION 2. AMENDMENT. Chapter 157.03 of the North Liberty Code of Ordinances is amended to read as follows:

157.03 AMENDMENTS TO THE INTERNATIONAL BUILDING CODE AND THE INTERNATIONAL RESIDENTIAL CODE.

Certain sections and portions of sections, of the International Building Code, 2021 Edition (hereinafter IBC) and the International Residential Code for One and Two-Family Dwellings, 2021 Edition (hereinafter IRC), are modified as set forth in this section.

1. Delete the following Sections from Chapter One of the IBC and insert in lieu thereof the following:

101.1 Title.

These regulations shall be known as the Building Code of North Liberty, hereinafter referred to as "this code."

101.4 Referenced codes.

The other codes listed in Sections 101.4.1 through 101.4.8 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.

101.4.1 Electrical.

The provisions of the State Electrical Code shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings, and appurtenances thereto.

101.4.2 Gas.

The provisions of the State Plumbing Code shall apply to the installation of gas piping from the point of delivery, gas appliances, and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

101.4.3 Mechanical.

The provisions of the 2021 International Mechanical Code shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy related systems.

101.4.4 Plumbing.

The provisions of the State Plumbing Code shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of medical gas system.

101.4.5 Property maintenance.

The provisions of the 2021 International Property Maintenance Code shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.

101.4.6 Fire prevention.

The provisions of the 2021 International Fire Code and as amended in Chapter 158 shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling

or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

101.4.7 Energy.

The provisions of the State Energy Conservation Code shall apply to all matters governing the design and construction of buildings for energy efficiency.

101.4.8 Existing buildings.

The provisions of the 2021 International Existing Building Code shall apply to matters governing the repair, alteration, change of occupancy, addition to and relocation of existing buildings.

105.1 Required.

Any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

105.1.1 Issuance of permits.

No permit shall be issued to any individual who does not have a valid license to perform such work, wherever such license is required by law.

105.1.2 Licenses required - general.

The following licenses are required to perform work of the kind associated therewith.

a. North Liberty commercial general contractor license (Class A), North Liberty residential general contractor license (Class B), and/or North Liberty specialty contractor license (Class C).

b. State of Iowa electrical contractor license held by a class A master electrician for all electrical work, as defined by the State of Iowa contractor licensing program.

c. State of Iowa master license for hydronic, mechanical, medical gas and plumbing work as defined by the State of Iowa contractor licensing program.

d. National Institute for Certification in Engineering Technologies (NICET) Level III for any person designing a water-based fire protection system.

e. National Institute for Certification in Engineering Technologies (NICET) Level III for any person designing any fire alarm system.

f. City of North Liberty sewer and water installer license.

105.1.3 License required.

A. General Building Contractor Licensing.

1. No person, or entity shall engage in general building contracting in the city without having a valid building contractor's license.

2. For the purposes of Section 105.1, the term "general building contracting" shall be defined as being engaged in the performance or supervision of work regulated by provisions of the IBC and/or IRC and shall include the business of contracting such work for hire.

3. A corporation desiring to engage in general building contracting shall, by affidavit of the president or secretary of the corporation, appoint one or more of the corporate officers to act for the corporation to apply for and be licensed as an individual under the terms of this chapter. Such officers or directors shall be actively engaged in conducting the affairs of the corporation and shall be directly in charge of the planning and supervision of any and all construction work done by that corporation. Such corporation may continue in the business of general building contracting only so long as it has at least one officer or director so licensed and engaged. In case of sudden or unexpected severance from employment by the corporation of the licensee, the corporation may continue to operate for thirty days, and within the thirty days shall accomplish appointment, examining and licensing of another director or officer to act as above.

4. A partnership desiring to engage in general building contracting shall, by affidavit of all the partners, appoint one or more partners to act for the partnership to apply for, be examined as an individual under the terms of this chapter. Such partners shall be actively engaged in conducting the affairs of the partnership and shall be directly in charge of the planning and supervision of any and all work done by that partnership. Such partnership may continue in the business of general building contracting only so long as it has at least one active partner so licensed and engaged. In case of sudden or unexpected severance from the partnership of the licensee, the partnership may continue to operate for thirty days, and within the thirty days shall accomplish appointment, examining and licensing of another partner to act as above.

5. An individual desiring to engage in general building contracting shall apply for and be licensed as an individual under the terms of this chapter. Such person shall be actively engaged in conducting the affairs of the business and shall be directly in charge of the planning and supervision over any and all work done as a part of that business. If at any time he or she sells his or her interest in the business, or ceases to be active in the business, that business may continue no more than thirty days as a contractor, unless another individual who obtains an interest in and is active in that business obtains an individual license as required herein.

B. A commercial contractor shall obtain a Class A license. A commercial building contractor is a general building contractor engaged in the performance or supervision of work regulated by the IBC and/or IRC, including but not limited to commercial, residential, and specialty work. Such work is not exclusively limited to work described in this subsection or exclusively limited to a line of work contemplated in subsection C hereunder and may include the moving or demolition of buildings.

C. A residential contractor shall obtain a Class B license. A residential contractor is a general building contractor engaged in the performance or supervision of work regulated by the IRC, limited to the construction, remodeling or demolition of one- or two- family residences or of auxiliary facilities including car ports and garages intended for one-family or two-family residential uses.

D. A specialty contractor shall obtain a Class C license. A specialty contractor is a contractor performing work regulated by the IBC and/or IRC whose scope of work is limited to a specialty but does not include construction or construction supervision of a building or addition thereto. Such work shall include the performance or installation of the following items: metal awnings and canopies, decks, concrete, roofing, signs, siding, and swimming pools.

105.1.4 Application for licenses.

A. Any person who desires to be licensed as a general building contractor as defined in this chapter shall make application to the Building Official. The Building Official shall provide application forms for this purpose. The completed forms shall include the name of the applicant and the applicant's employer, if any, applicant's home and business addresses, employer's address and a brief resume of training and experience. The completed forms must be accompanied or supplemented by affidavits and other documentation requested by the Building Official.

B. Any person aggrieved by the Building Official's decision may appeal to the Building Board of Appeals.

105.1.5 Issuance of license, fees and renewals.

A. General building contractor licenses and renewals shall be issued by the Building Official. All fees shall be paid to the City. Initial licenses shall be issued on approval by the Building Official. Renewal licenses shall be issued on presentation of a renewal application, a receipt for renewal fee and a certification by the Building Official that the applicant is in compliance with all applicable provisions of the City code and all lawful orders of the City's Building Department.

B. All licenses shall expire on three years from the date of issue. Renewals may be secured in the thirty days preceding the expiration date. After the license has elapsed without license renewal, a new application must be submitted.

C. Application, license and registration fees shall be charged according to a schedule set by resolution of the City Council.

D. In all cases where licenses and registrations are not renewed timely, as set forth above, and the licensee has performed work regulated by this chapter after expiration of the license, a penalty of one-half the annual fee shall be added to the annual fee.

E. No license may be loaned, rented, assigned or transferred. No holder of a valid license shall obtain a permit under his license and then subcontract, sell or otherwise assign the work covered by the permit to a person or firm who does not have a valid license.

105.1.6 Liability insurance required. A Class A licensee shall maintain general and complete operations liability insurance in the amount of at least $1,000,000 for all work performed that requires commercial contractor licensing pursuant Section 105.1.3. A Class C licensee shall maintain general and complete operations liability insurance in the amount of at least $300,000 for all work performed that requires specialty contractor licensing pursuant Section 105.1.3.

A. The carrier of any insurance coverage maintained by the licensee to meet this requirement shall notify the Building Official thirty days prior to the effective date of cancellation or reduction of the coverage.

B. The licensee shall cease operation immediately if the insurance coverage required by this rule is no longer in force and other insurance coverage meeting the requirements of this rule is not in force. A licensee shall not initiate any work which cannot reasonably be expected to be completed prior to the effective date of the cancellation of the insurance coverage required by this rule and of which the licensee has received notice, unless new insurance coverage meeting the requirements of this rule has been obtained and will be in force upon cancellation of the prior coverage.

105.1.7. Applicant Standing.

A. All applicants for general building contractor licenses are presumed to be in good standing with the City and therefore have a right to submit applications for permits in accordance with the processes and standards set forth in this chapter. However, the City Administrator has the authority to place any application, including but not limited to licensing, construction plans, building permits, or certificates of occupancy, on hold indefinitely or to withdraw the City's consent at any stage in the respective process by providing written notice of the same by regular mail, in the event the general building contractor has not fulfilled any significant obligations to the City with respect to current or previous building activities within the City. For the purposes of this section, "building activities"

include activities and actions related to construction plans, building permits, certificates of occupancy, and site plans.

B. For the purposes of this section, "applicant" means any individual, firm, corporation, association, partnership, limited liability company, or any other business entity or proprietor of land who has applied or is applying for a general building contractor's license. Any individual person or business entity with a five percent interest or more in the ownership or development of any particular property, whether previously approved or currently proposed, is an "applicant" for the purpose of enforcement of this section.

C. In the event the City Administrator exercises the discretion and authority set forth in this section by placing an application on hold or withdrawing a permit, any applicant may appeal that decision to the City Council within ten days of the date of the notice. The City Council shall hear and decide the appeal of the City Administrator's decision within thirty days after the applicant provides written notice of appeal to the City Administrator. If the City Council decides the appeal in favor of the applicant, the City Administrator shall immediately lift the administrative hold and ensure that the application is processed or the permit is reissued in accordance with the City's ordinances, processes, and procedures.

110.3 Required inspections.

The building official, upon notification, shall make the inspections set forth in Sections 110.3.1 through 110.3.8.

110.3.1 Footing and foundation inspection.

Footing and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C 94, the concrete need not be on the job.

110.3.2 Concrete slab and under-floor inspection.

Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

110.3.3 Lowest floor elevation.

In flood hazard areas, upon placement of the lowest floor, including the basement, and prior to further vertical construction, the elevation certification required in Section 1612.4 shall be submitted to the building official.

110.3.4 Frame inspection.

Framing inspections shall be made after the roof deck or sheathing, all framing, fireblocking and bracing are in place and pipes, chimneys and vents to be concealed are complete and the rough electrical, plumbing, heating wires, pipes and ducts are approved.

110.3.5 Fire-resistant penetrations.

Protection of joints and penetrations in fire resistance-rated assemblies shall not be concealed from view until inspected and approved.

110.3.6 Other inspections.

In addition to the inspections specified above, the building official is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws that are enforced by the department of building safety.

110.3.7 Special inspections.

For special inspections, see Section 1704.

110.3.8 Final inspection.

The final inspection shall be made after all work required by the building permit is completed.

2. Delete the following Section from Chapter Five of the IBC and insert in lieu thereof the following:

502.1 Address numbers.

Address numbers shall be installed in accordance with the fire code.

3. Delete Section 1008 of Chapter Ten of the IBC in its entirety and insert in lieu thereof the following:

1008 Means of Egress Illumination.

Fire Code shall govern the means of egress illumination.

4. Delete Section 1013 of Chapter Ten of the IBC in its entirety and insert in lieu thereof the following:

1013 Exit Signs.

Fire Code shall govern the installation of exit signs.

5. Delete the following Section from Chapter 10 of the IBC

1015.8 Window openings.

6. Delete the following Section from Chapter Thirteen of the IBC and insert in lieu thereof the following:

1301.1.1 Criteria.

Buildings shall be designed and constructed in accordance with the State Energy Conservation Code.

7. Delete the following Sections from Chapter One of the IRC and insert in lieu thereof the following:

R101.1 Title.

These provisions shall be known as the Residential Code for One- and Two-Family Dwellings of North Liberty, and shall be cited as such and will be referred to herein as is "this code".

R105.1 Required.

Any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

R105.1.1 Issuance of permits.

No permit shall be issued to individual who does not have a valid license to perform such work, except for state's exemption for a homeowner that qualifies for a Homestead Tax Exemption.

R105.1.2 Licenses required - generally.

The following licenses are required to perform work of the kind associated therewith.

a. North Liberty residential general contractor license (Class B), and/or North Liberty specialty contractor license (Class C).

b. State of Iowa electrical contractor license held by a class A master electrician for all electrical work, as defined by the State of Iowa contractor licensing program.

c. State of Iowa master license for hydronic, mechanical, medical gas and plumbing work as defined by the State of Iowa contractor licensing program.

d. National Institute for Certification in Engineering Technologies (NICET) Level III for any person designing a water-based fire protection system.

e. National Institute for Certification in Engineering Technologies (NICET) Level III for any person designing any fire alarm system.

f. City of North Liberty sewer and water installer license.

R105.1.3 Licenses required - residential building contractors and specialty contractors.

A. Residential Building Contractors Licensing.

1. No person, firm or corporation shall engage in residential building contracting in the city without having a valid building contractor's license.

2. For the purposes of Section R105.1, the term "residential building contracting" shall be defined as being engaged in the performance or supervision of work regulated by provisions of the residential building code and shall include the business of contracting such work for hire.

3. A corporation desiring to engage in residential building contracting shall, by affidavit of the president or secretary of the corporation, appoint one or more of the corporate officers to apply for and be licensed as an individual under the terms of this chapter. Such officers or directors shall be actively engaged in conducting the affairs of the corporation and shall be directly in charge of the planning and supervision of any and all construction work done by that corporation. Such corporation may continue in the business of residential building contracting only so long as it has at least one officer or director so licensed and engaged. In case of sudden or unexpected severance from employment by the corporation of the licensee, the corporation may continue to operate for thirty days, and within the thirty days shall accomplish appointment, examining and licensing of another director or officer to act as above.

4. A partnership desiring to engage in residential building contracting shall, by affidavit of all the partners, appoint one or more partners to act for the partnership to apply for and be licensed as an individual under the terms of this chapter. Such partners shall be actively engaged in conducting the affairs of the partnership and shall be directly in charge of the planning and supervision of any and all work done by that partnership. Such partnership may continue in the business of residential building contracting only so long as it has at least one active partner so licensed and engaged. In case of sudden or unexpected severance from the partnership of the licensee, the partnership may continue to operate for thirty days, and within the thirty days shall accomplish appointment, examining and licensing of another partner to act as above.

5. An individual desiring to engage in residential building contracting shall apply for and be licensed as an individual under the terms of this chapter. Such person shall be actively engaged in conducting the affairs of the business and shall be directly in charge of the planning and supervision over any and all work done as a part of that business. If at any time he or she sells his or her interest in the business, or ceases to be active in the business, that business may continue no more than thirty days as a contractor, unless another individual who obtains an interest in and is active in that business obtains an individual license as required herein.

B. A residential building contractor shall obtain a Class B license. A "residential building contractor" is a contractor limited to the construction, remodeling or demolition of one- or two- family residences or of auxiliary facilities including car ports and garages intended for one-family or two-family residential uses.

C. A specialty contractor shall obtain a Class C license. A specialty contractor is a contractor performing work regulated by the IRC whose scope of work is limited to a specialty but does not include construction or construction supervision of a

building or addition thereto. Such work shall include the performance or installation of the following items: metal awnings and canopies, decks, concrete, roofing, signs, siding, and swimming pools.

D. No residential building contractor license is required for a person who has legal title and ownership for a building or structure and occupies the same. Owners may perform general contracting work on such properties. The scope of work allowed under this exception shall be limited to work pertaining to new construction, remodeling or renovation. This exception shall not apply to work pertaining mechanical, electrical or plumbing installations nor shall this exception pertain to the licensing requirements for mechanical, plumbing and electrical contractors.

105.1.4 Application for licenses.

A. Any person who desires to be licensed as a residential building contractor as defined in this chapter shall make application to the Building Official. The Building Official shall provide application forms for this purpose. The completed forms shall include the name of the applicant and the applicant's employer, if any, applicant's home and business addresses, employer's address and a brief resume of training and experience. The completed forms must be accompanied or supplemented by affidavits and other documentation requested by the Building Official.

B. Any person aggrieved by the Building Official's decision may appeal to the Building Board of Appeals.

105.1.5 Issuance of license, fees and renewals.

A. Building contractor licenses and renewals shall be issued by the Building Official. All fees shall be paid to the City. Initial licenses shall be issued on approval by the Building Official. Renewal licenses shall be issued on presentation of a renewal application, a receipt for renewal fee and a certification by the Building Official that the applicant is in compliance with all applicable provisions of the City code and all lawful orders of the City's Building Department.

B. All licenses shall expire on three years from the date of issue. Renewals may be secured in the thirty days preceding the expiration date. After the license has elapsed without license renewal, a new application must be submitted.

C. Application, license and registration fees shall be charged according to a schedule set by resolution of the City Council.

D. In all cases where licenses and registrations are not renewed timely, as set forth above, and the licensee has performed work regulated by this chapter after expiration of the license, a penalty of one-half the annual fee shall be added to the annual fee.

E. No license may be loaned, rented, assigned or transferred. No holder of a valid license shall obtain a permit under his license and then subcontract, sell or otherwise assign the work covered by the permit to a person or firm who does not have a valid license.

105.1.6 Liability insurance required.

A Class B or Class C licensee shall maintain general and complete operations liability insurance in the amount of at least $300,000 for all work performed that requires contractor licensing pursuant Section R105.1.3.

A. The carrier of any insurance coverage maintained by the licensee to meet this requirement shall notify the Building Official thirty days prior to the effective date of cancellation or reduction of the coverage.

B. The licensee shall cease operation immediately if the insurance coverage required by this rule is no longer in force and other insurance coverage meeting the requirements of this rule is not in force. A licensee shall not initiate any work which cannot reasonably be expected to be completed prior to the effective date of the cancellation of the insurance coverage required by this rule and of which the licensee has received notice, unless new insurance coverage meeting the requirements of this rule has been obtained and will be in force upon cancellation of the prior coverage.

105.1.7. Applicant Standing.

A. All applicants for residential building contractor licenses are presumed to be in good standing with the City and therefore have a right to submit applications for permits in accordance with the processes and standards set forth in this chapter. However, the City Administrator has the authority to place any application, including but not limited to licensing, construction plans, building permits, or certificates of occupancy, on hold indefinitely or to withdraw the City's consent at any stage in the respective process by providing written notice of the same by regular mail, in the event the residential building contractor has not fulfilled any significant obligations to the City with respect to current or previous building activities within the City. For the purposes of this section, "building activities" include activities and actions related to construction plans, building permits, certificates of occupancy, and site plans.

B. For the purposes of this section, "applicant" means any individual, firm, corporation, association, partnership, limited liability company, or any other business entity or proprietor of land who has applied or is applying for a residential building contractor's license. Any individual person or business entity with a five percent interest or more in the ownership or development of any particular

property, whether previously approved or currently proposed, is an "applicant" for the purpose of enforcement of this section.

C. In the event the City Administrator exercises the discretion and authority set forth in this section by placing an application on hold or withdrawing a permit, any applicant may appeal that decision to the City Council within ten days of the date of the notice. The City Council shall hear and decide the appeal of the City Administrator's decision within thirty days after the applicant provides written notice of appeal to the City Administrator. If the City Council decides the appeal in favor of the applicant, the City Administrator shall immediately lift the administrative hold and ensure that the application is processed or the permit is reissued in accordance with the City's ordinances, processes, and procedures.

R108.3 Building permit valuation.

The applicant for a permit shall provide an estimated permit value at time of application. Permit valuations shall include total value of work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment, and permanent systems. The building official shall verify the applicant's valuation by using the most current Building Valuation Data Table published in Building Safety Journal to determine the permit value. Final building permit valuation shall be set by the building official.

7. The introductory paragraph of Section R.105.2 is amended to read as follows:

R105.2 Work exempt from permit.

8. The first subsection of Section R.105.2, entitled "Building:" is amended to read as follows:

Building:

1. One-story detached accessory structures, provided that the floor area does not exceed 200 square feet (18.58 m2).

2. Fences not over 7 feet (2134 mm) high.

3. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.

4. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18 927 L) and the ratio of height to diameter or width does not exceed 2 to 1.

5. Sidewalks and driveways.

6. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.

7. Prefabricated swimming pools that are less than 24 inches (610 mm) deep.

8. Swings and other playground equipment.

9. Window awnings supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.

10. Decks not exceeding 200 square feet (18.58 m2) in area, that are not more than 30 inches (762 mm) above grade at any point, are not attached to a dwelling and do not serve the exit door required by Section R311.4.

11. Reapplication of shingles and roof sheathing provided less than 50%> of the sheathing is replaced and other structural alterations are not required.

12. Reapplication of siding.

13. Window replacement provided window opening sizes are not altered and conforming rescue and escape windows are present in all sleeping rooms.

9. Amend, modify, or delete the following Sections from Chapter Three of the IRC as follows:

R301.2 Climatic and geographic design criteria.

Buildings shall be constructed in accordance with the provisions of this code as limited by the provisions of this section. Additional criteria shall be established by the local jurisdiction and set forth in Table R301.2 (1).

			Subject to Damage From								
Ground Snow Load	Wind (mph)	Seismic Design Category	Weathering (a)	Frost Line Depth (b)	Termite (c)	Decay (c)	Winter Design Temp (e)	Ice Shield Under-layment Required (h)	Flood Hazards (g)	Air Freezing Index (i)	Mean Annual Temp G)
25	115	A	Severe	42"	M -H	S – M	-5° F	Yes	8/22/2002	2000	50 F

R302.5.1 Opening protection.

Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 13/8 inches in thickness, solid or honeycomb core steel doors not less than 13/8 inches thick, or 20-minute fire-rated doors.

Delete R302.13 Fire protection of Floors.

Delete R309.5 Fire sprinklers.

Delete R312.2 Window fall protection.

R313.1 Townhouse automatic fire sprinkler systems.

An automatic residential fire sprinkler system shall be installed in townhouses with five or more units.

Exceptions:

An automatic residential fire sprinkler system shall not be required when additions or alterations are made to existing townhouses that do not have an automatic residential fire sprinkler system installed.

Delete Section R313.2 One- and two-family dwellings automatic fire systems.

Amend Section R314.4 of the IRC is to include the following Exception:

Exception: Interconnection of smoke alarms in existing areas shall not be required where alterations or repairs do not result in removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available that could provide access for interconnection without the removal of interior finishes.

Add New Section R328: Data Communication Conduit. Minimum one inch (1") diameter conduits shall be installed as specified by the Building Official.

10. Modify the following Sections from Chapter four of the IRC and inserting the following:

Add the following exception to Section R403.1.4.1. One story detached accessory building not used for human occupancy and not exceeding thousand (1,000) square feet in floor area may be constructed using reinforced concrete thicken slab edge on grade approved by the Building Official.

Add the following alternative foundation table to section 404.1.

Minimum Vertical Reinforcement for 8-inch Thick Concrete Wall

Wall Height	Vertical Reinforcement Bar Size and Spacing
Less than 6-ft	Not Required
6-ft to 8-ft	#4@ 32" o.c.
9-ft to 10-ft	#4@ 10" o.c. #5@ 16" #6@ 22" o.c
Greater than 10-ft	Design Required by Engineer

11. Delete Section R507.10.2 Wood post at deck guards

SECTION 3. AMENDMENT. Chapter 157.05 of the North Liberty Code of Ordinances is amended to read as follows:

157.05 BOARD OF APPEALS.

1. In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of the North Liberty Building Code, or appeals of orders, decisions, or determinations made by

the Fire Code Official relative to the application and interpretation of the North Liberty Fire Code, there is hereby established a Board of Appeals consisting of five (5) members who are residents of North Liberty and qualified and experienced in training to pass on matters pertaining to building construction and/or fire prevention who are not employees or officials of the City. The terms of office for the members of the Board shall be staggered five-year terms, such that only one regular term expires each year so as to provide continuity in policy and personnel. Each term shall commence on July 1. The Board of Appeals shall be appointed by the Mayor with City Council approval.

2. Any person affected by any written notice or order of the Building Official or Fire Code Official may appeal to the Board of Appeals. The appeal must be made in writing and filed with the office of the City Clerk within seven (7) days of the written notice or order from which the appeal is taken. The Board of Appeals shall have no authority to waive the requirements of the Building Code or the Fire Code.

3. The Board of Appeals shall conduct a hearing following the filing of a written notice of appeal within the established time limits. The Board shall set a time and place for the hearing. Notice of such hearing shall be posted and be open to the public in compliance with the Iowa open meetings law. The applicant will be advised, in writing of such time and place of hearing at least seven (7) days prior to the date of the hearing. At the hearing, the applicant shall have an opportunity to testify and present evidence to show cause why the notice or order should be modified, extended or revoked. The Board of Appeals may sustain, overrule, modify or revoke a notice or order. A hearing may be continued from time to time for good cause at the request of the applicant, City or the Board. The burden of proof shall be on the applicant.

4. This section supersedes the establishment of an appellate board in the building code and related codes incorporated by reference in the Section 157.02.

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

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

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

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

First reading on _____, 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. 2023-20

AMENDING CHAPTER 157 OF THE NORTH LIBERTY CODE OF ORDINANCES, ADOPTING THE 2021 INTERNATIONAL BUILDING CODE AND MODIFYING QUALIFYING CRITERIA FOR BOARD OF APPEALS

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

SECTION 1. AMENDMENT. Chapter 157.02 of the North Liberty Code of Ordinances is amended to read as follows:

157.02 INTERNATIONAL BUILDING CODES ADOPTED.

Except as hereafter modified, that certain building codes known as the International Building Code, 2021 Edition, including Appendix F titled "Rodentproofing", Appendix H titled "Signs", and Appendix J titled "Grading", the International Residential Code, 2021 Edition, including Appendices AE titled "Manufactured Housing Used as Dwellings," AF titled "Radon Controlled Methods," AH titled "Patio Covers" and AK titled "Sound Transmission" as published by the International Code Council in cooperation with the International Conference of Building Officials, which codes are specifically incorporated by reference shall be known as the building code. The provisions of said building code shall control the design, construction, quality of materials, erection, installation, addition, alteration, repair, location, relocation, replacement, removal, demolition, use and maintenance of buildings and other structures within the incorporated limits of North Liberty, Iowa.

SECTION 2. AMENDMENT. Chapter 157.03 of the North Liberty Code of Ordinances is amended to read as follows:

157.03 AMENDMENTS TO THE INTERNATIONAL BUILDING CODE AND THE INTERNATIONAL RESIDENTIAL CODE.

Certain sections and portions of sections, of the International Building Code, 2021 Edition (hereinafter IBC) and the International Residential Code for One and Two-Family Dwellings, 2021 Edition (hereinafter IRC), are modified as set forth in this section.

1. Delete the following Sections from Chapter One of the IBC and insert in lieu thereof the following:

101.1 Title.

These regulations shall be known as the Building Code of North Liberty, hereinafter referred to as "this code."

101.4 Referenced codes.

The other codes listed in Sections 101.4.1 through 101.4.8 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.

101.4.1 Electrical.

The provisions of the State Electrical Code shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings, and appurtenances thereto.

101.4.2 Gas.

The provisions of the State Plumbing Code shall apply to the installation of gas piping from the point of delivery, gas appliances, and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

101.4.3 Mechanical.

The provisions of the 2021 International Mechanical Code shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy related systems.

101.4.4 Plumbing.

The provisions of the State Plumbing Code shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of medical gas system.

101.4.5 Property maintenance.

The provisions of the 2021 International Property Maintenance Code shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.

101.4.6 Fire prevention.

The provisions of the 2021 International Fire Code and as amended in Chapter 158 shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

101.4.7 Energy.

The provisions of the State Energy Conservation Code shall apply to all matters governing the design and construction of buildings for energy efficiency.

101.4.8 Existing buildings.

The provisions of the 2021 International Existing Building Code shall apply to matters governing the repair, alteration, change of occupancy, addition to and relocation of existing buildings.

105.1 Required.

Any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

105.1.1 Issuance of permits.

No permit shall be issued to any individual who does not have a valid license to perform such work, wherever such license is required by law.

105.1.2 Licenses required - general.

The following licenses are required to perform work of the kind associated therewith.

a. North Liberty commercial general contractor license (Class A), North Liberty residential general contractor license (Class B), and/or North Liberty specialty contractor license (Class C).

b. State of Iowa electrical contractor license held by a class A master electrician for all electrical work, as defined by the State of Iowa contractor licensing program.

c. State of Iowa master license for hydronic, mechanical, medical gas and plumbing work as defined by the State of Iowa contractor licensing program.

d. National Institute for Certification in Engineering Technologies (NICET) Level III for any person designing a water-based fire protection system.

e. National Institute for Certification in Engineering Technologies (NICET) Level III for any person designing any fire alarm system.

f. City of North Liberty sewer and water installer license.

105.1.3 License required.

A. General Building Contractor Licensing.

1. No person, or entity shall engage in general building contracting in the city without having a valid building contractor's license.

2. For the purposes of Section 105.1, the term "general building contracting" shall be defined as being engaged in the performance or supervision of work regulated by provisions of the IBC and/or IRC and shall include the business of contracting such work for hire.

3. A corporation desiring to engage in general building contracting shall, by affidavit of the president or secretary of the corporation, appoint one or more of the corporate officers to act for the corporation to apply for and be licensed as an individual under the terms of this chapter. Such officers or directors shall be actively engaged in conducting the affairs of the corporation and shall be directly in charge of the planning and supervision of any and all construction work done by that corporation. Such corporation may continue in the business of general building contracting only so long as it has at least one officer or director so licensed and engaged. In case of sudden or unexpected severance from employment by the corporation of the licensee, the corporation may continue to operate for thirty days, and within the thirty days shall accomplish appointment, examining and licensing of another director or officer to act as above.

4. A partnership desiring to engage in general building contracting shall, by affidavit of all the partners, appoint one or more partners to act for the partnership to apply for, be examined as an individual under the terms of this chapter. Such partners shall be actively engaged in conducting the affairs of the partnership and shall be directly in charge of the planning and supervision of any and all work done by that partnership. Such partnership may continue in the business of general building contracting only so long as it has at least one active partner so licensed and engaged. In case of sudden or unexpected severance from the partnership of the licensee, the partnership may continue to operate for thirty days, and within the thirty days shall accomplish appointment, examining and licensing of another partner to act as above.

5. An individual desiring to engage in general building contracting shall apply for and be licensed as an individual under the terms of this chapter. Such person shall be actively engaged in conducting the affairs of the business and shall be directly in charge of the planning and supervision over any and all work done as a

part of that business. If at any time he or she sells his or her interest in the business, or ceases to be active in the business, that business may continue no more than thirty days as a contractor, unless another individual who obtains an interest in and is active in that business obtains an individual license as required herein.

B. A commercial contractor shall obtain a Class A license. A commercial building contractor is a general building contractor engaged in the performance or supervision of work regulated by the IBC and/or IRC, including but not limited to commercial, residential, and specialty work. Such work is not exclusively limited to work described in this subsection or exclusively limited to a line of work contemplated in subsection C hereunder and may include the moving or demolition of buildings.

C. A residential contractor shall obtain a Class B license. A residential contractor is a general building contractor engaged in the performance or supervision of work regulated by the IRC, limited to the construction, remodeling or demolition of one- or two- family residences or of auxiliary facilities including car ports and garages intended for one-family or two-family residential uses.

D. A specialty contractor shall obtain a Class C license. A specialty contractor is a contractor performing work regulated by the IBC and/or IRC whose scope of work is limited to a specialty but does not include construction or construction supervision of a building or addition thereto. Such work shall include the performance or installation of the following items: metal awnings and canopies, decks, concrete, roofing, signs, siding, and swimming pools.

105.1.4 Application for licenses.

A. Any person who desires to be licensed as a general building contractor as defined in this chapter shall make application to the Building Official. The Building Official shall provide application forms for this purpose. The completed forms shall include the name of the applicant and the applicant's employer, if any, applicant's home and business addresses, employer's address and a brief resume of training and experience. The completed forms must be accompanied or supplemented by affidavits and other documentation requested by the Building Official.

B. Any person aggrieved by the Building Official's decision may appeal to the Building Board of Appeals.

105.1.5 Issuance of license, fees and renewals.

A. General building contractor licenses and renewals shall be issued by the Building Official. All fees shall be paid to the City. Initial licenses shall be issued on approval by the Building Official. Renewal licenses shall be issued on presentation of a renewal application, a receipt for renewal fee and a certification by the Building

Official that the applicant is in compliance with all applicable provisions of the City code and all lawful orders of the City's Building Department.

B. All licenses shall expire on three years from the date of issue. Renewals may be secured in the thirty days preceding the expiration date. After the license has elapsed without license renewal, a new application must be submitted.

C. Application, license and registration fees shall be charged according to a schedule set by resolution of the City Council.

D. In all cases where licenses and registrations are not renewed timely, as set forth above, and the licensee has performed work regulated by this chapter after expiration of the license, a penalty of one-half the annual fee shall be added to the annual fee.

E. No license may be loaned, rented, assigned or transferred. No holder of a valid license shall obtain a permit under his license and then subcontract, sell or otherwise assign the work covered by the permit to a person or firm who does not have a valid license.

105.1.6 Liability insurance required. A Class A licensee shall maintain general and complete operations liability insurance in the amount of at least $1,000,000 for all work performed that requires commercial contractor licensing pursuant Section 105.1.3. A Class C licensee shall maintain general and complete operations liability insurance in the amount of at least $300,000 for all work performed that requires specialty contractor licensing pursuant Section 105.1.3.

A. The carrier of any insurance coverage maintained by the licensee to meet this requirement shall notify the Building Official thirty days prior to the effective date of cancellation or reduction of the coverage.

B. The licensee shall cease operation immediately if the insurance coverage required by this rule is no longer in force and other insurance coverage meeting the requirements of this rule is not in force. A licensee shall not initiate any work which cannot reasonably be expected to be completed prior to the effective date of the cancellation of the insurance coverage required by this rule and of which the licensee has received notice, unless new insurance coverage meeting the requirements of this rule has been obtained and will be in force upon cancellation of the prior coverage.

105.1.7. Applicant Standing.

A. All applicants for general building contractor licenses are presumed to be in good standing with the City and therefore have a right to submit applications for permits in accordance with the processes and standards set forth in this chapter. However, the City Administrator has the authority to place any application, including but not limited to licensing, construction plans, building permits, or

certificates of occupancy, on hold indefinitely or to withdraw the City's consent at any stage in the respective process by providing written notice of the same by regular mail, in the event the general building contractor has not fulfilled any significant obligations to the City with respect to current or previous building activities within the City. For the purposes of this section, "building activities" include activities and actions related to construction plans, building permits, certificates of occupancy, and site plans.

B. For the purposes of this section, "applicant" means any individual, firm, corporation, association, partnership, limited liability company, or any other business entity or proprietor of land who has applied or is applying for a general building contractor's license. Any individual person or business entity with a five percent interest or more in the ownership or development of any particular property, whether previously approved or currently proposed, is an "applicant" for the purpose of enforcement of this section.

C. In the event the City Administrator exercises the discretion and authority set forth in this section by placing an application on hold or withdrawing a permit, any applicant may appeal that decision to the City Council within ten days of the date of the notice. The City Council shall hear and decide the appeal of the City Administrator's decision within thirty days after the applicant provides written notice of appeal to the City Administrator. If the City Council decides the appeal in favor of the applicant, the City Administrator shall immediately lift the administrative hold and ensure that the application is processed or the permit is reissued in accordance with the City's ordinances, processes, and procedures.

110.3 Required inspections.

The building official, upon notification, shall make the inspections set forth in Sections 110.3.1 through 110.3.8.

110.3.1 Footing and foundation inspection.

Footing and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C 94, the concrete need not be on the job.

110.3.2 Concrete slab and under-floor inspection.

Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

110.3.3 Lowest floor elevation.

In flood hazard areas, upon placement of the lowest floor, including the basement, and prior to further vertical construction, the elevation certification required in Section 1612.4 shall be submitted to the building official.

110.3.4 Frame inspection.

Framing inspections shall be made after the roof deck or sheathing, all framing, fireblocking and bracing are in place and pipes, chimneys and vents to be concealed are complete and the rough electrical, plumbing, heating wires, pipes and ducts are approved.

110.3.5 Fire-resistant penetrations.

Protection of joints and penetrations in fire resistance-rated assemblies shall not be concealed from view until inspected and approved.

110.3.6 Other inspections.

In addition to the inspections specified above, the building official is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws that are enforced by the department of building safety.

110.3.7 Special inspections.

For special inspections, see Section 1704.

110.3.8 Final inspection.

The final inspection shall be made after all work required by the building permit is completed.

2. Delete the following Section from Chapter Five of the IBC and insert in lieu thereof the following:

502.1 Address numbers.

Address numbers shall be installed in accordance with the fire code.

3. Delete Section 1008 of Chapter Ten of the IBC in its entirety and insert in lieu thereof the following:

1008 Means of Egress Illumination.

Fire Code shall govern the means of egress illumination.

4. Delete Section 1013 of Chapter Ten of the IBC in its entirety and insert in lieu thereof the following:

1013 Exit Signs.

Fire Code shall govern the installation of exit signs.

5. Delete the following Section from Chapter 10 of the IBC

1015.8 Window openings.

6. Delete the following Section from Chapter Thirteen of the IBC and insert in lieu thereof the following:

1301.1.1 Criteria.

Buildings shall be designed and constructed in accordance with the State Energy Conservation Code.

7. Delete the following Sections from Chapter One of the IRC and insert in lieu thereof the following:

R101.1 Title.

These provisions shall be known as the Residential Code for One- and Two-Family Dwellings of North Liberty, and shall be cited as such and will be referred to herein as is "this code".

R105.1 Required.

Any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

R105.1.1 Issuance of permits.

No permit shall be issued to individual who does not have a valid license to perform such work, except for state's exemption for a homeowner that qualifies for a Homestead Tax Exemption.

R105.1.2 Licenses required - generally.

The following licenses are required to perform work of the kind associated therewith.

a. North Liberty residential general contractor license (Class B), and/or North Liberty specialty contractor license (Class C).

b. State of Iowa electrical contractor license held by a class A master electrician for all electrical work, as defined by the State of Iowa contractor licensing program.

c. State of Iowa master license for hydronic, mechanical, medical gas and plumbing work as defined by the State of Iowa contractor licensing program.

d. National Institute for Certification in Engineering Technologies (NICET) Level III for any person designing a water-based fire protection system.

e. National Institute for Certification in Engineering Technologies (NICET) Level III for any person designing any fire alarm system.

f. City of North Liberty sewer and water installer license.

R105.1.3 Licenses required - residential building contractors and specialty contractors.

A. Residential Building Contractors Licensing.

1. No person, firm or corporation shall engage in residential building contracting in the city without having a valid building contractor's license.

2. For the purposes of Section R105.1, the term "residential building contracting" shall be defined as being engaged in the performance or supervision of work regulated by provisions of the residential building code and shall include the business of contracting such work for hire.

3. A corporation desiring to engage in residential building contracting shall, by affidavit of the president or secretary of the corporation, appoint one or more of the corporate officers to apply for and be licensed as an individual under the terms of this chapter. Such officers or directors shall be actively engaged in conducting the affairs of the corporation and shall be directly in charge of the planning and supervision of any and all construction work done by that corporation. Such corporation may continue in the business of residential building contracting only so long as it has at least one officer or director so licensed and engaged. In case of sudden or unexpected severance from employment by the corporation of the licensee, the corporation may continue to operate for thirty days, and within the thirty days shall accomplish appointment, examining and licensing of another director or officer to act as above.

4. A partnership desiring to engage in residential building contracting shall, by affidavit of all the partners, appoint one or more partners to act for the partnership to apply for and be licensed as an individual under the terms of this chapter. Such partners shall be actively engaged in conducting the affairs of the partnership and shall be directly in charge of the planning and supervision of any and all work done by that partnership. Such partnership may continue in the business of residential building contracting only so long as it has at least one active partner so licensed and engaged. In case of sudden or unexpected severance from the partnership of the licensee, the partnership may continue to operate for thirty days, and within the thirty days shall accomplish appointment, examining and licensing of another partner to act as above.

5. An individual desiring to engage in residential building contracting shall apply for and be licensed as an individual under the terms of this chapter. Such person shall be actively engaged in conducting the affairs of the business and shall be directly in charge of the planning and supervision over any and all work done as a part of that business. If at any time he or she sells his or her interest in the business, or ceases to be active in the business, that business may continue no more than thirty days as a contractor, unless another individual who obtains an interest in and is active in that business obtains an individual license as required herein.

B. A residential building contractor shall obtain a Class B license. A "residential building contractor" is a contractor limited to the construction, remodeling or

demolition of one- or two- family residences or of auxiliary facilities including car ports and garages intended for one-family or two-family residential uses.

C. A specialty contractor shall obtain a Class C license. A specialty contractor is a contractor performing work regulated by the IRC whose scope of work is limited to a specialty but does not include construction or construction supervision of a building or addition thereto. Such work shall include the performance or installation of the following items: metal awnings and canopies, decks, concrete, roofing, signs, siding, and swimming pools.

D. No residential building contractor license is required for a person who has legal title and ownership for a building or structure and occupies the same. Owners may perform general contracting work on such properties. The scope of work allowed under this exception shall be limited to work pertaining to new construction, remodeling or renovation. This exception shall not apply to work pertaining mechanical, electrical or plumbing installations nor shall this exception pertain to the licensing requirements for mechanical, plumbing and electrical contractors.

105.1.4 Application for licenses.

A. Any person who desires to be licensed as a residential building contractor as defined in this chapter shall make application to the Building Official. The Building Official shall provide application forms for this purpose. The completed forms shall include the name of the applicant and the applicant's employer, if any, applicant's home and business addresses, employer's address and a brief resume of training and experience. The completed forms must be accompanied or supplemented by affidavits and other documentation requested by the Building Official.

B. Any person aggrieved by the Building Official's decision may appeal to the Building Board of Appeals.

105.1.5 Issuance of license, fees and renewals.

A. Building contractor licenses and renewals shall be issued by the Building Official. All fees shall be paid to the City. Initial licenses shall be issued on approval by the Building Official. Renewal licenses shall be issued on presentation of a renewal application, a receipt for renewal fee and a certification by the Building Official that the applicant is in compliance with all applicable provisions of the City code and all lawful orders of the City's Building Department.

B. All licenses shall expire on three years from the date of issue. Renewals may be secured in the thirty days preceding the expiration date. After the license has elapsed without license renewal, a new application must be submitted.

C. Application, license and registration fees shall be charged according to a schedule set by resolution of the City Council.

D. In all cases where licenses and registrations are not renewed timely, as set forth above, and the licensee has performed work regulated by this chapter after expiration of the license, a penalty of one-half the annual fee shall be added to the annual fee.

E. No license may be loaned, rented, assigned or transferred. No holder of a valid license shall obtain a permit under his license and then subcontract, sell or otherwise assign the work covered by the permit to a person or firm who does not have a valid license.

105.1.6 Liability insurance required.

A Class B or Class C licensee shall maintain general and complete operations liability insurance in the amount of at least $300,000 for all work performed that requires contractor licensing pursuant Section R105.1.3.

A. The carrier of any insurance coverage maintained by the licensee to meet this requirement shall notify the Building Official thirty days prior to the effective date of cancellation or reduction of the coverage.

B. The licensee shall cease operation immediately if the insurance coverage required by this rule is no longer in force and other insurance coverage meeting the requirements of this rule is not in force. A licensee shall not initiate any work which cannot reasonably be expected to be completed prior to the effective date of the cancellation of the insurance coverage required by this rule and of which the licensee has received notice, unless new insurance coverage meeting the requirements of this rule has been obtained and will be in force upon cancellation of the prior coverage.

105.1.7. Applicant Standing.

A. All applicants for residential building contractor licenses are presumed to be in good standing with the City and therefore have a right to submit applications for permits in accordance with the processes and standards set forth in this chapter. However, the City Administrator has the authority to place any application, including but not limited to licensing, construction plans, building permits, or certificates of occupancy, on hold indefinitely or to withdraw the City's consent at any stage in the respective process by providing written notice of the same by regular mail, in the event the residential building contractor has not fulfilled any significant obligations to the City with respect to current or previous building activities within the City. For the purposes of this section, "building activities" include activities and actions related to construction plans, building permits, certificates of occupancy, and site plans.

B. For the purposes of this section, "applicant" means any individual, firm, corporation, association, partnership, limited liability company, or any other

business entity or proprietor of land who has applied or is applying for a residential building contractor's license. Any individual person or business entity with a five percent interest or more in the ownership or development of any particular property, whether previously approved or currently proposed, is an "applicant" for the purpose of enforcement of this section.

C. In the event the City Administrator exercises the discretion and authority set forth in this section by placing an application on hold or withdrawing a permit, any applicant may appeal that decision to the City Council within ten days of the date of the notice. The City Council shall hear and decide the appeal of the City Administrator's decision within thirty days after the applicant provides written notice of appeal to the City Administrator. If the City Council decides the appeal in favor of the applicant, the City Administrator shall immediately lift the administrative hold and ensure that the application is processed or the permit is reissued in accordance with the City's ordinances, processes, and procedures.

R108.3 Building permit valuation.

The applicant for a permit shall provide an estimated permit value at time of application. Permit valuations shall include total value of work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment, and permanent systems. The building official shall verify the applicant's valuation by using the most current Building Valuation Data Table published in Building Safety Journal to determine the permit value. Final building permit valuation shall be set by the building official.

7. The introductory paragraph of Section R.105.2 is amended to read as follows:

R105.2 Work exempt from permit.

8. The first subsection of Section R.105.2, entitled "Building:" is amended to read as follows:

Building:

1. One-story detached accessory structures, provided that the floor area does not exceed 200 square feet (18.58 m2).

2. Fences not over 7 feet (2134 mm) high.

3. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.

4. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18 927 L) and the ratio of height to diameter or width does not exceed 2 to 1.

5. Sidewalks and driveways.

6. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.

7. Prefabricated swimming pools that are less than 24 inches (610 mm) deep.

8. Swings and other playground equipment.

9. Window awnings supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.

10. Decks not exceeding 200 square feet (18.58 m2) in area, that are not more than 30 inches (762 mm) above grade at any point, are not attached to a dwelling and do not serve the exit door required by Section R311.4.

11. Reapplication of shingles and roof sheathing provided less than 50%> of the sheathing is replaced and other structural alterations are not required.

12. Reapplication of siding.

13. Window replacement provided window opening sizes are not altered and conforming rescue and escape windows are present in all sleeping rooms.

9. Amend, modify, or delete the following Sections from Chapter Three of the IRC as follows:

R301.2 Climatic and geographic design criteria.

Buildings shall be constructed in accordance with the provisions of this code as limited by the provisions of this section. Additional criteria shall be established by the local jurisdiction and set forth in Table R301.2 (1).

			Subject to Damage From								
Ground Snow Load	Wind (mph)	Seismic Design Category	Weathering (a)	Frost Line Depth (b)	Termite (c)	Decay (c)	Winter Design Temp (e)	Ice Shield Under-layment Required (h)	Flood Hazards (g)	Air Freezing Index (i)	Mean Annual Temp G)
25	115	A	Severe	42"	M -H	S – M	-5º F	Yes	8/22/2002	2000	50 F

R302.5.1 Opening protection.

Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 13/8 inches in thickness, solid or honeycomb core steel doors not less than 13/8 inches thick, or 20-minute fire-rated doors.

Delete R302.13 Fire protection of Floors.

Delete R309.5 Fire sprinklers.

Delete R312.2 Window fall protection.

R313.1 Townhouse automatic fire sprinkler systems.

An automatic residential fire sprinkler system shall be installed in townhouses with five or more units.

Exceptions:

An automatic residential fire sprinkler system shall not be required when additions or alterations are made to existing townhouses that do not have an automatic residential fire sprinkler system installed.

Delete Section R313.2 One- and two-family dwellings automatic fire systems.

Amend Section R314.4 of the IRC is to include the following Exception:

Exception: Interconnection of smoke alarms in existing areas shall not be required where alterations or repairs do not result in removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available that could provide access for interconnection without the removal of interior finishes.

Add New Section R328: Data Communication Conduit. Minimum one inch (1") diameter conduits shall be installed as specified by the Building Official.

10. Modify the following Sections from Chapter four of the IRC and inserting the following:

Add the following exception to Section R403.1.4.1. One story detached accessory building not used for human occupancy and not exceeding thousand (1,000) square feet in floor area may be constructed using reinforced concrete thicken slab edge on grade approved by the Building Official.

Add the following alternative foundation table to section 404.1.

Minimum Vertical Reinforcement for 8-inch Thick Concrete Wall

Wall Height	Vertical Reinforcement Bar Size and Spacing
Less than 6-ft	Not Required
6-ft to 8-ft	#4@ 32" o.c.
9-ft to 10-ft	#4@ 10" o.c. #5@ 16" #6@ 22" o.c
Greater than 10-ft	Design Required by Engineer

11. Delete Section R507.10.2 Wood post at deck guards

SECTION 3. AMENDMENT. Chapter 157.05 of the North Liberty Code of Ordinances is amended to read as follows:

157.05 BOARD OF APPEALS.

1. In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of the North

Liberty Building Code, or appeals of orders, decisions, or determinations made by the Fire Code Official relative to the application and interpretation of the North Liberty Fire Code, there is hereby established a Board of Appeals consisting of five (5) members who are residents of North Liberty and qualified and experienced in training to pass on matters pertaining to building construction and/or fire prevention who are not employees or officials of the City. The terms of office for the members of the Board shall be staggered five-year terms, such that only one regular term expires each year so as to provide continuity in policy and personnel. Each term shall commence on July 1. The Board of Appeals shall be appointed by the Mayor with City Council approval.

2. Any person affected by any written notice or order of the Building Official or Fire Code Official may appeal to the Board of Appeals. The appeal must be made in writing and filed with the office of the City Clerk within seven (7) days of the written notice or order from which the appeal is taken. The Board of Appeals shall have no authority to waive the requirements of the Building Code or the Fire Code.

3. The Board of Appeals shall conduct a hearing following the filing of a written notice of appeal within the established time limits. The Board shall set a time and place for the hearing. Notice of such hearing shall be posted and be open to the public in compliance with the Iowa open meetings law. The applicant will be advised, in writing of such time and place of hearing at least seven (7) days prior to the date of the hearing. At the hearing, the applicant shall have an opportunity to testify and present evidence to show cause why the notice or order should be modified, extended or revoked. The Board of Appeals may sustain, overrule, modify or revoke a notice or order. A hearing may be continued from time to time for good cause at the request of the applicant, City or the Board. The burden of proof shall be on the applicant.

4. This section supersedes the establishment of an appellate board in the building code and related codes incorporated by reference in the Section 157.02.

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

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

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

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

First reading on _____, 2023.
Second reading on _____, 2023
Third and final reading on _____, 2023.

CITY OF NORTH LIBERTY:

_____
CHRIS HOFFMAN, MAYOR

ATTEST:

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

_____
TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. 2023-20 in the Cedar Rapids *Gazette* on the _____ day of _____, 2023.

_____
TRACEY MULCAHEY, CITY CLERK

Ordinance No. 2023-13

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF NORTH LIBERTY, IOWA, ADOPTING THE 2021 INTERNATIONAL FIRE CODE, AS REVISED, AND EXPANDING THE SCOPE OF THE CITY'S BOARD OF APPEALS TO INCLUDE OVERSIGHT OF FIRE CODE INTERPRETATION

BE IT ENACTED by the City Council of the City of North Liberty, Iowa:

SECTION 1. AMENDMENT. Section 158.01 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

158.01 INTERNATIONAL FIRE CODE ADOPTED. Except as hereinafter modified, that certain code, designated *International Fire Code*, 2021 edition, including Appendix Chapters B, C, D, E, F, G, H, I, K, N as published by the International Code Council, which code is specifically incorporated by reference, is adopted as the Fire Code of the City of North Liberty, in the State of Iowa. The provisions of said Fire Code shall regulate and govern the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; provide for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file in the office of the City of North Liberty are hereby referred to, adopted, and made a part hereof, as if fully set out in this legislation, with the additions, insertions, deletions and changes, prescribed in the following Sections of this Chapter.

SECTION 2. AMENDMENT. Section 158.02 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

158.02. AMENDMENTS TO THE INTERNATIONAL FIRE CODE. The following sections and appendices of the Fire Code are hereby revised as stated below:

Section 101.1. "[NAME OF JURISDICTION]" is amended to "City of North Liberty".

Section 103.1. "[NAME OF DEPARTMENT]" is amended to "North Liberty Fire Department".

Section 104.13 Add a new section to read as follows: The Fire Code Official is authorized to order an operation or use stopped or the evacuation of any premises, building, or vehicle or portion thereof which has or is a fire, life safety or health hazard.

Section 105.2 Add a sentence to the end of the section to read as follows: Application for an operational permit shall be submitted with all required information not less than 14 days prior to the event requiring a permit.

Section 105.5 Add a sentence to the end of the section to read as follows: The Fire Code Official at their discretion shall send plans for operational permits requests to an outside agency for review. The Fire Code Official shall choose the plans review agency. The applicant shall pay all fees associated with the plan review directly to the outside agency. The permit shall not be issued until the review fees have been paid.

Section 105.6 Add a sentence to the end of the section to read as follows: The Fire Code Official at their discretion shall send plans to an outside agency for review. The Fire Code Official shall choose the plans review agency. The applicant shall pay all fees associated with the plan review directly to the outside agency. A certificate of occupancy shall not be issued until the review fees have been paid.

Section 111 Delete in its entirety. See City of North Liberty Ordinance 157.05; Board of Appeals.

Section 112.4. Delete the section and replace with: Person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the Fire Code Official, or of a permit or certificate used under provisions of this code, shall be guilty of a Municipal Infraction, as prescribed in City of North Liberty Municipal Code.

Section 113.4. Delete the section and replace with: Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition and shall be liable as provided for in a municipal infraction, as prescribed in City of North Liberty Municipal Code.

Section 202 Add a new definition to read as follows: CROWD MANAGER. Crowd Manager is responsible for safe crowd movement during daily activities and special events; means of egress, assisting venue occupants, overseeing emergency response and evacuation plans.

Section 202 Add a new definition to read as follows: EMERGENCY COMMUNICATIONS CENTER. Johnson County Joint Emergency Communications Center (JCJECC).

Section 307 See also City of North Liberty Ordinance Chapter 105.5, Open Burning. Section

Section 308.3 Add number 4: Outdoor assembly spaces are allowed to be provided with natural gas fueled fire pit appliances complying with the applicable adopted codes and manufacturer's listing.

Section 401.9 Add a new section to read as follows: Building evacuation. Upon activation of the building fire alarm system or upon notification by other means of detecting and reporting unwanted fire, all building occupants shall promptly evacuate the building. Building employees and tenants shall implement the appropriate emergency plan and procedures. Exception: When the emergency evacuation plan, as approved by the Fire Code Official, does not require the immediate total evacuation of the building.

Section 505.1. Add table.

Minimum Height and Stroke Width [a,b,c,d]

Distance from the centerline of the Public Way (ft)		Minimum Height (in)	Minimum Stroke Width (in)
Less than 100		4	1/2
100	199	6	3/4
200	299	8	1
For each additional 100		Increase 2	Increase 1/2

a) Exterior suite identification, minimum height shall be 4 inches and stroke width shall be ½ inch.
b) Interior suite identification, minimum height shall be 3 inches and stroke width shall be ¼ inch.
c) Measurements to determine the minimum number or letter size shall be measured from the approved address location to the center line of the street for which the premise is addressed.
d) Minimum height and minimum stroke may be increased by the Fire Code Official.

Section 505.3 Add a new section to read as follows: Addresses for Buildings under Construction. Upon permit issuance, all new commercial and residential buildings under construction shall have plainly visible addresses from the street. Additional address signage may be required at the discretion of the Fire Code Official.

Section 506.1 Add a sentence to the end of the section to read as follows: An approved key box shall be installed in accordance with City of North Liberty Ordinance Chapter 37, Key Lock Box System.

Section 506.1.2 Delete both references to "nonstandardized".

Sections 507.2.1 Add to end of section to read as follows: Private fire service mains shall be appropriately sized and installed to provide the required fire flow and shall be a minimum of 8" in diameter.

Section 507.3 Delete the section and replace with: Fire flow. Fire flow requirements for buildings or portions of buildings shall be determined by "Appendix B" of this code.

Section 507.5.1 Delete exceptions 1 & 2.

Section 507.5.1.1 Delete section and add a new section to read as follows: Fire Sprinkler System & Standpipe System Support. A fire hydrant shall be located no more than 100 feet from a fire sprinkler or standpipe system connection on a hard surface, located on the same side of the fire department access road, easily accessible by fire apparatus and meeting the approval of the Fire Code Official.

Section 507.5.7 Add a new section to read as follows: Fire Hydrant Installation

Section 507.5.7.1 Add a new section to read as follows: Fire hydrant outlet direction: All fire hydrants shall be positioned so that the four and one-half (4 1/2) inch connection is facing the street or driveway accessible to fire department apparatus.

Section 507.5.7.2 Fire hydrants threads: All new fire hydrants within the limits of the city of North Liberty shall have National Standard Threads (NST) on the two and one-half (2 1/2) inch connections and the four and one-half (4 1/2) inch connection will have a Storz connection.

Section 507.5.7.3 Flow: The minimum flow requirements for a water main serving a fire hydrant is the rate of water flow, at a residual pressure of twenty pounds per square inch (20psi) and for a specified duration, as specified in appendix B of this code and shall be a minimum of 8" in diameter.

Section 507.5.7.4 Add a new section to read as follows: Fire hydrant height: Fire hydrants shall be installed a minimum of sixteen (16) inches from the nominal ground level to the center of the lowest water outlet.

Section 507.5.7.5 Add a new section to read as follows: Fire hydrant markings: All new fire hydrants within the limits of the city of North Liberty shall have an approved reflective marker that is visible from all portions of the street or roadway.

Section 510.1 Delete exceptions 1 & 2.

Section 604.6.1 Delete section and replace with: Elevator key location. Keys for the elevator car doors and fire-fighter service keys shall be kept in an approved elevator key box in an *approved* location by the Fire Code Official for immediate use by the fire department.

Section 604.8 Add a new section to read as follows: Elevator equipment signage. New and existing buildings with an elevator shall have an approved, visible sign located next to the elevator key box stating the location of the elevator equipment room and elevator power shut-off.

Section 606.4 Delete the last sentence and replace with: Movement of new and existing cooking appliances with caster(s) under a Type I hood shall be limited by an approved floor mounted restraining device installed in accordance with the connector and appliance manufacturer's instructions.

Section 606.5 Add a new section to read as follows: Required separation. All deep-fat fryers shall be installed with at least 16- inch space between the fryer and surface flames from adjacent cooking equipment. Where a steel or tempered glass baffle plate is installed at a minimum 8-inch height between the fryer and surface flames to the adjacent appliance, the requirement for a 16-inch space shall not apply.

Section 606.6 Add a new section to read as follows: Kitchen Hood Exhaust Fan Requirement. New and existing Type I hood kitchen hood exhaust/up blast fans shall be installed with listed hinges, weatherproof electrical cable, a hold open retainer for servicing and cleaning and grease containment.

Section 803.16 Add a new section to read as follows: Maintenance. The interior finish of buildings shall be maintained in accordance with the conditions of original approval. Any change to the interior finish that is regulated by the provisions of this code, or the building code shall be made in accordance with all applicable requirements.

Section 807.5.2.1 Delete exception 2.

Section 807.5.5.1 Delete exception 2.

Section 901.2 (a) Add a new section to read as follows: Water-based fire protection systems. Working plans submitted to the fire department for water-based fire protection systems shall be stamped and approved by a qualified person to be in compliance with applicable NFPA standards and the North Liberty Fire Code. Any changes to the working plans shall be approved by a qualified person. A qualified person shall have a minimum National Institute for Certification in Engineering Technologies [NICET] Level III certification for Automatic Sprinkler System Layout OR be a licensed engineer with experience in life safety system design. Other qualifications may be approved by the Fire Code Official.

Section 901.2 (b) Add a new section to read as follows: Fire alarm systems. Working plans submitted to the fire department by a qualified person for fire alarm systems shall be stamped and approved by a qualified person to be in compliance with

applicable NFPA standards and the North Liberty Fire Code. Any changes to the working plans shall be approved by a qualified person. A qualified person shall have a minimum National Institute for Certification in Engineering Technologies [NICET] Level III certification for Fire Alarm Systems OR be a licensed engineer with experience in life safety system design. Other qualifications may be approved by the Fire Code Official.

Section 901.4.7.1. Add a sentence to the end of the section to read as follows: The fire pump room or automatic sprinkler riser room shall have an exterior access door. The room shall have a hard-cleanable walking surface from the fire department access road.

Section 901.4.7.3. Add a sentence to the end of the section to read as follows: The fire pump room or automatic sprinkler riser room shall have a supervised room temperature sensor.

Section 901.4.7.4. Add a sentence to the end of the section to read as follows: Emergency lighting shall be provided in the fire pump room or automatic sprinkler riser room.

Section 901.4.7.5 Add a new section to read as follows: Additional Requirements. The fire pump room or automatic sprinkler riser room shall be separated from electrical room and have no electrical panels inside the rooms other than electrical power required for the use of the fire alarm and fire protection equipment and have a floor drain. Unless otherwise approved by the Fire Code Official, the fire sprinkler riser room with one sprinkler riser shall have a minimum area of sixteen (16) square feet with a minimum dimension of four (4) feet providing at least three (3) feet clearance in front of the sprinkler, fire alarm control panel and fire pump equipment. If additional sprinkler risers are installed, the room size shall be increased to provide at least three (3) feet of clearance in front of each riser.

Section 901.6.3.2 Add a new section to read as follows: Inspection Record Submission. Contractors who perform installation, inspection, testing and/or maintenance services on fire and life safety systems are required to electronically submit all installation and compliant & non-compliant inspection reports to the Fire Department via a method approved by the Fire Code Official within 30 calendar days of the installation/inspection date. Reports submitted after 30 calendar days may incur late fees.

Section 901.7 Add a sentence to the end of the section to read as follows: A person assigned to firewatch must walk through the building at least once every 30 minutes checking for fire or smoke. A firewatch must be continued until the fire alarm system and/or fire protection system has been restored to normal operating condition or the building has been evacuated. A competent adult familiar with the

building must conduct the firewatch. If a fire is discovered, call 911 and immediately evacuate the building.

Section 903.3.1.1.2 Delete the section and replace with: Bathrooms. Sprinkler protection shall be provided in all bathrooms in NFPA 13 & NFPA 13R systems regardless of the bathroom size.

Section 903.3.5.1 Delete this section and replace with: Domestic and automatic fire sprinkler system water supply. If the city water provider requires a separate domestic and automatic fire sprinkler system supply, then the water supply shall be provided with two separate and distinct lines from the water service main.

Section 903.3.5.2 Delete this section.

Section 903.3.5.3 Add a new section to read as follows: Water supply safety margin: The fire sprinkler system hydraulically calculated demand per NFPA 13 or NFPA 13R including required hose stream allowances, and domestic water demand if required by section 903.3.5.1 must be a minimum 10%, but not less than 5 psi below the water supply flow test curve, the flow test must have been conducted within 90 days of fire sprinkler plan submittal to the city and third-party reviewer (if applicable). The base of riser psi at the time of acceptance test shall also be 10% but not less than 5 psi above the most demanding hydraulically calculated pressure.

Section 903.4 Delete exception number 5 without substitution.

Section 903.4.2 Delete the section and replace with: Alarms. An approved weatherproof horn/strobe device shall be mounted directly above the fire department connection between seven (7) and ten (10) feet in height above grade. The water-flow alarm device shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Approved and supervised audible visual notification appliances shall be installed throughout each level of the interior of the building as required by the Fire Code Official and NFPA 72. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

Section 903.5.1 Add a new section to read as follows: Inspector's test valve. An inspector's test valve is required at the most remote location in each fire sprinkler system or tenant/floor control valve space, for use at the acceptance test and to remove air from the system after maintenance work is done on the system.

Section 903.5.2 Add a new section to read as follows: Forward Flow Testing. Automatic sprinkler systems shall be provided with an external outlet to perform forward flow testing as required by NFPA 25. Control valve shall be supervised, and outlet shall be signed as testing and have male threads.

Section 903.7 Add a new section to read as follows: Zones. Automatic sprinkler system zones shall not exceed the area permitted by NFPA 13 or NFPA 13R and shall provide a sprinkler control valve and water flow device for each normally occupied floor or normally occupied space in a multi-tenant building. Except by approval of the Fire Code Official, all control and drain valves shall be located in the sprinkler riser room or in the stairwell of a multi-story building provided with standpipes, mounted no higher than 6 feet from floor.

Section 903.8 Add a new section to read as follows: Fire sprinkler for exterior projections. An exterior projection as outlined in NFPA 13 attached to a building shall be required to have fire sprinklers installed underneath for protection throughout if the exterior projection extends more than 4 feet from the building and is 12 feet or less in height from the ground regardless of whether the exterior projection is combustible or noncombustible. Canopies that are attached to or within ten (10) feet of the building and have vehicle access under them with openings into the building shall be required to have fire sprinklers coverage installed under the canopy regardless of whether the canopy is combustible or non-combustible.

Section 904.13.6 Add a new section to read as follows: System Annunciation. Commercial cooking automatic fire extinguishing systems installed in buildings that do not have a fire alarm system, shall be connected to an approved audible and visible emergency notification device to warn of system discharge. The horn/strobe and signage shall be installed in a location approved by the Fire Code Official, typically in the kitchen.

Section 904.13.7 Add a new section to read as follows: Ventilation Operation. The ventilation system shall shut down the make-up air to the hood and continue to exhaust upon activation of the hood fire extinguishing system. Exception: Section 904.13.6 may be revoked if the fire extinguishing agent will not perform to specifications due to exhausting requirements.

Section 905.1.1 Add a new section to read as follows: Delete all references to class II standpipe system and replace with class III standpipe systems.

Section 905.3.4 Delete the exception without substitution.

Section 905.3.9 Add a new section to read as follows: Additional Standpipe Systems: Additional standpipe systems may be added to new buildings or structures as deemed necessary by the Fire Code Official.

Section 905.4 Requirement #1 Delete the section and replace with: In every required interior exit stairway, a hose connection shall be provided for each story

above and below grade plane. Hose connections shall be located at intermediate landing between stories, unless otherwise approved by the Fire Code Official.

Section 906.1 Delete exception without substitution.

Section 906.1 Delete exceptions 1, 2 and 3 without substitution.

Section 906.3 Add a sentence to the end of the section to read as follows: The minimum size and rating of any required portable fire extinguisher for Class A, Class B, or Class C hazard shall be 5lb. 2-A, 10-B C.

Section 907.1.4 Add a new section to read as follows: Fire alarm control panels and Fire alarm annunciator panels. Installation of fire alarm control panels and fire alarm annunciator panels shall be installed in accordance with section 907.1.4.1 through 907.1.4.5.

Section 907.1.4.1 Add a new section to read as follows: Fire Alarm Panel Height: Installation of fire alarm panels shall not exceed 6 feet in height measured from the floor to the top of the panel. Exception: Panel height may be altered by the Fire Code Official.

Section 907.1.4.2 Add a new section to read as follows: Number of Fire Alarm Control Panels in Buildings: Only one listed fire alarm control panel shall be allowed per building and shall lock in the alarm until the system is reset and shall not be canceled by the operation of an audible – alarm silencing switch. This control panel shall only receive alarm signals from fire protection equipment.

Section 907.1.4.3 Add a new section to read as follows: Combination Fire/Security Alarm System Panels. A listed combination fire/security alarm system panel that meets all the requirements of this code and amendments may be permitted by approval of the Fire Code Official. The fire/security panel shall be capable of providing a signal that can differentiate between the fire and security alarm.

Section 907.1.4.4 Add a new section to read as follows: Password/PIN Protection Prohibited: Fire alarm control panels and/or fire alarm annunciator panels that require a password/PIN to silence an alarm/supervisory/trouble signal and/or to reset an alarm/supervisory/trouble signal shall be prohibited.

Section 907.1.4.5 Add a new section to read as follows: Fire Alarm Annunciator Panels: The Fire Code Official can require addition fire alarm annunciator panels based on the size of building and access to the building, these panels shall meet the requirements of 907.1.4 and 907.2.

Section 907.2 Delete the section and replace with: Where required new buildings and structures. An approved and addressable manual, automatic or manual and automatic fire alarm system installed in accordance with the provisions of this code

and NFPA 72 shall be provided in new buildings and structures in accordance with Sections 907.2.1 through 907.2.23 and provide occupant notification in accordance with 907.5 unless other requirements are provided by another section of this code. Not fewer than one manual fire alarm box shall be provided in an approved location to initiate a fire alarm signal for fire alarm system employing automatic fire detectors or water-flow devices. Where other sections of this code allow elimination of fire alarm boxes due to sprinklers, a single fire alarm box shall be installed.

Exceptions:

1. The manual fire alarm box is not required for fire alarm systems dedicated to elevator recall control and supervisory service.
2. The manual fire alarm box is required for Group R-2 occupancies to provide a means for fire watch personnel to initiate an alarm during a sprinkler system impairment event. The manual fire alarm box shall not be located in an area that is accessible to the public.
3. Multi-tenant buildings required to have a manual/automatic fire alarms system shall install one manual pull station per tenant space.
4. Visual notification appliances are not required within self-storage units.

Section 907.2.1.3 Add a new section to read as follows: Group A Occupancies. In Group A occupancies, the activation of the fire alarm or fire sprinkler system, shall automatically shut down or stop music, sound systems, conflicting or confusing sounds and visual distractions and initiate illumination of all the means of exit egress components.

Section 907.2.9.1 Delete exception 2 without substitution.

Section 907.2.11.2 Modify by adding a fourth location requirement as follows: 4) Supervised smoke detectors shall be installed in all common corridors and at the top and bottom of all stairway enclosures in Groups R-2, R-4 and I-1 occupancies. In corridors, detectors shall be located within fifteen (15) feet of the end of the corridor and in such a way that one detector is located for each thirty (30) feet of corridor length or spaced as allowed by the code.

Section 907.4.2 Add a sentence to the end of the section to read as follows: Where in the opinion of the Fire Code Official manual fire alarm boxes may be used to cause false fire alarms, the Fire Code Official is authorized to modify the requirements for manual fire alarm boxes.

Section 907.6.3 Delete this section and replace with: Initiating device identification. The fire alarm system shall identify the specific initiating device with an alphanumeric address description showing location, type of device, and status including indication of normal, alarm, trouble, and supervisory, as appropriate. Alphanumeric descriptions and locations shall be reported to the emergency

communications center upon activation of an alarm condition as specified by the Fire Code Official.
Exception:

1. Special initiation devices that do not support individual device identification.

Section 907.6.4.3 Add a new section to read as follows: Zone and address location labeling. Fire alarm and/ or annunciator panels shall have all zones and address points plainly and permanently labeled as to their location on the outside of the panel or on an easily readable map of the building if no display is present.

Section 907.6.6 Delete the section and replace with: Monitoring. Fire alarms required by this chapter, the International Building Code, or the Fire Code Official, an approved UL listed Central Station service in accordance with NFPA 72 shall monitor fire alarm systems to provide for the immediate and automatic notification to the emergency communications center. Each initiating device shall report an address point and an alpha/numeric descriptor showing location, type of device and status including indication of normal, alarm, trouble and supervisory status, as appropriate. Alpha/numeric descriptor shall be required to be reported to the emergency communications center upon activation of alarm conditions as specified by the Fire Code Official.
Exception: Monitoring by a supervising station is not required for:

1. Single- and multiple-station smoke alarms required by Section 907.2.11.
2. Smoke detectors in Group I-3 occupancies.
3. Automatic sprinkler systems in one- and two-family dwellings
4. Fire alarm systems in one- and two-family dwellings

Section 907.7.4 Add a new section to read as follows: Device/Zone Map. An easily readable fire alarm device and/ or zone map of the building shall be permanently mounted in or near the fire alarm control panel and documentation cabinet showing the location of all initiating devices when required by the Fire Code Official.

Section 907.11 Add a new section to read as follows: Approved hold-open devices. When installed in buildings that have a fire alarm system and/or sprinkler system, all approved hold open devices shall release upon activation of a fire alarm and sprinkler water-flow activation.

Section 912.4.1 Delete the sentence and replace with: Locking fire department connections caps. Locking fire department connections caps approved by the fire department are required for all new construction that have a water-based fire protective system and existing structures that have a water-based fire protective system immediately after conducting the five-year obstruction and maintenance testing or if one or more of the fire department caps are missing.

Section 912.8 Add a section to read as follows: Fire Department Connection Height. The fire department connection shall be located not less than 18 inches from the bottom of the cap(s) and not more than 3 feet from the top of the cap(s) above the level of the adjacent grade or access level. Deviation from this height may be granted by the Fire Code Official for just cause.

Section 912.9 Add a section to read as follows: Size. Minimum fire department connection size shall be 2 ½" National Standard Thread Siamese connection.

Section 1008.3.1 Delete the section and replace with: General. In the event of power supply failure in buildings, rooms and spaces that require one or more means of egress an emergency electrical system automatically illuminate all of the following areas:

1. Aisle
2. Corridors.
3. Exit access stairways and ramps.

Section 1008.3.3 Delete number 5 and replace with: 5. Public restrooms designed for simultaneous use by more than one occupant.

Section 1008.3.6 Add a new section to read as follows. Additional emergency lights: Emergency lights may be required at the discretion of the Fire Code Official for illumination in the event of a power failure.

Section 1013.5 Add a sentence to the end of the section to read as follows: Self-luminous and Photoluminescent exit signs. Self-luminous and photoluminescent exit signs are not allowed in place of hardwired, battery back-up signs.

Section 1013.6.2 Delete the section and replace with: Exit Sign Illumination. In new construction, or if an exit sign is replaced, exit signs shall use an LED lighting system and be illuminated internally. Exit signs shall have a battery backup unless an on-site generator set is used. Luminance on the face of an exit sign shall have an intensity of not less than 5.0 foot-candles (54 lux).

Section 1013.7 Add a new section to read as follows. Combination Lights: In new construction, combination exit sign/emergency light devices shall not be allowed.

Section 1013.8 Add a new section to read as follows: Separation of Emergency Lighting. In new construction, emergency lighting shall be separated from the exit sign by a minimum of 6 feet.

Section 1013.9 Add a new section to read as follows: Self-Testing Exit Signs and Emergency Lights. Exit signs and/or emergency lights mounted higher than 8 1/2 feet from floor level to the bottom of the exit sign or emergency light or if the exit sign or emergency light is mounted in a location where it cannot be manually tested,

the exit sign and/or emergency light shall be self-testing and have a visual diagnostic indicator.

Section 1013.10 Add a new section to read as follows. Additional Exit Signs: Exit signs may be required at the discretion of the Fire Code Official to clarify an exit or exit access.

Section 1103.5.3. "[DATE BY WHICH SPRINKLER MUST BE INSTALLED]" is amended to "Five years from date of notification."

Section 1103.11 Add a new section to read as follows: Existing fire alarm systems monitoring requirements. Existing fire alarms systems that are currently not monitored by an approved UL listed Central Station shall become monitored within 1 year from receiving notice in accordance with section 907.6.6.

Section 1103.12 Add a new section to read as follows: Existing sprinkler systems monitoring requirements. Existing sprinkler systems shall have all valves controlling the sprinkler system and water flow electrically supervised and monitored by an approved UL listed Central Station in accordance with sections 903.4 and 903.4.1 within 1 year from receiving notice.

Section 5003.5 Add a sentence to the end of the section to read as follows: Signs shall also comply with the requirements of the Iowa Right to Know law.

Section 5704.2.9 Add a sentence to the end of the section to read as follows: For above ground storage tanks of 276 gallons capacity or more, the minimum distance between such above ground tanks and any Residential Zone boundary must be at least 100 feet. If the above ground tank is located in an approved vault, the minimum separation distance from a Residential Zone boundary may be reduced to no less than 50 feet.

The text of Section 5704.2.9.6.1 is stricken, and the following language is inserted in lieu thereof: "The storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited in the entire City of North Liberty, Iowa.
Exceptions: I-1 and I-2 Zoning Districts and/or as approved by the Fire Chief."

Section 5704.2.11.1 Add a #4 to the end of the section to read as follows:
4. A minimum distance of ten (10) feet shall be maintained between underground tanks and any Residential Zone boundary.

Section 5704.2.13.2.4 Add a section to read as follows: Existing above-ground tank hazards. Existing above-ground tank installations, even if previously approved, that are determined to constitute a hazard by the Fire Code Official, shall not be continued in service. Unsafe tanks shall be removed as required by the Fire Code Official and in accordance with this code.

The text of Section 5706.2.4.4 is stricken, and the following language is inserted in lieu thereof: "The storage of Class I and Class II liquids in above-ground tanks is prohibited in the entire City of North Liberty, Iowa.
Exceptions: I-1 and I-2 Zoning Districts and/or as approved by the Fire Chief."

The text of Section 5806.2 is stricken, and the following language is inserted in lieu thereof: "The storage of flammable cryogenic fluids in stationary containers is prohibited in the entire City of North Liberty, Iowa.
Exceptions: As approved by the Fire Chief."

The text of Section 6104.2 is stricken, and the following language is inserted in lieu thereof: "The storage of liquefied petroleum gas is prohibited in the entire City of North Liberty.
Exceptions: I-1 and I-2 Zoning Districts and/or as approved by the Fire Chief."

Part 45 Referenced Standards. Amend the NFPA referenced standards list to reflect the most current NFPA editions.

Appendix D, Fire Apparatus Roads, Table D103.4. Delete 96' Diameter Cul-de-sac and replace with Public and private turnarounds shall be a minimum eighty (80) foot diameter cul-de-sac with no obstructions or parking within the cul-de-sac.

Appendix D, Multiple-Family Residential Developments. Add section D106.4 Multi-family dwelling units are defined in this section any dwelling unit constructed under the International Building/Fire Code.

Appendix D, One- or Two-Family Residential Developments. Add section D107.3 One- or Two-Family dwellings units are defined in this section as any dwelling unit constructed under the International Residential Code.

SECTION 4. AMENDMENT OF BUILDING CODE. Section 157.05 of the Code of Ordinances of the City of North Liberty, Iowa, entitled Board of Appeals, is amended to read as follows:

157.05 BOARD OF APPEALS.

1. In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of the North Liberty Building Code, or appeals of orders, decisions, or determinations made by the Fire Code Official relative to the application and interpretation of the North Liberty Fire Code, there is hereby established a Board of Appeals consisting of five (5) members who are residents of North Liberty and qualified and experienced in training to pass on matters pertaining to building construction and/or fire prevention who are not employees or officials of the City. The terms of office for the members of the Board shall be staggered five-year terms, such that only one regular term expires each year so as to provide continuity in policy and personnel.

Each term shall commence on July 1. The Board of Appeals shall be appointed by the Mayor with City Council approval.

2. Any person affected by any written notice or order of the Building Official or Fire Code Official may appeal to the Board of Appeals. The appeal must be made in writing and filed with the office of the City Clerk within seven (7) days of the written notice or order from which the appeal is taken. The Board of Appeals shall have no authority to waive the requirements of the Building Code or the Fire Code.

3. The Board of Appeals shall conduct a hearing following the filing of a written notice of appeal within the established time limits. The Board shall set a time and place for the hearing. Notice of such hearing shall be posted and be open to the public in compliance with the Iowa open meetings law. The applicant will be advised, in writing of such time and place of hearing at least seven (7) days prior to the date of the hearing. At the hearing, the applicant shall have an opportunity to testify and present evidence to show cause why the notice or order should be modified, extended or revoked. The Board of Appeals may sustain, overrule, modify or revoke a notice or order. A hearing may be continued from time to time for good cause at the request of the applicant, City or the Board. The burden of proof shall be on the applicant.

4. This section supersedes the establishment of an appellate board in the building code and related codes incorporated by reference in the Section 157.02.

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

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

SECTION 7. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.
First reading on _____.
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 2023-13 in the Cedar Rapids *Gazette* on _____.

_____

TRACEY MULCAHEY, CITY CLERK

Resolution No. 2023-84

RESOLUTION APPROVING THE CITY OF NORTH LIBERTY – FIRE DEPARTMENT FEE SCHEDULE

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

WHEREAS, the Fire Department staff have reviewed fees charged for services provided by the department; and

WHEREAS, fees charged were reviewed to be consistent with actual costs of services rendered; and

WHEREAS, an updated fee schedule was created and is attached.

NOW, THEREFORE, BE IT RESOLVED that the City of North Liberty – Fire Department Fee Schedule is approved as set forth therein.

APPROVED AND ADOPTED this 11th day of July, 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

City of North Liberty - Fire Department Fee Schedule

Operational Permits	Description	Fee Amount	Term
Additive manufacturing	Required to conduct additive manufacturing operations.	$150.00	365 Days
Aerosol products	Required to manufacture, store or handle an aggregate quantity of Level 2 or Level 3 aerosol products in excess of 500 pounds net weight.	$150.00	365 Days
Amusement buildings	Required to operate a Special Amusement Building.	$150.00	30 Days
Carnivals and fairs	Required to conduct a Carnival or Fair.	$150.00	Single Event
Cellulose nitrate film	Required to store, handle or use cellulose nitrate film in a Group A Occupancy.	$150.00	365 Days
Combustible dust-producing operations	Required to operate a grain elevator, flour starch mill, feed mill, or a plant pulverizing aluminum, coal, cocoa, magnesium, spices or sugar, or other operations producing combustible dusts.	$150.00	365 Days
Combustible fibers	Required for the storage and handling of combustible fibers in quantities greater than 100 cubic feet.	$150.00	365 Days
Compressed gases	Required for storage and handling at normal temperature and pressure of compressed gases in excess of the amounts listed in Table of the IFC.	$150.00	365 Days
Cryogenic fluids	Required to produce, store, transport on site, use, handle or dispense cryogenic fluids in excess of the amounts listed in Table of the IFC.	$150.00	365 Days
Cutting and welding	Required to conduct cutting or welding operations within the jurisdiction.	$150.00	365 Days
Dry cleaning	Required to engage in the business of dry cleaning or to change to a more hazardous cleaning solvent used in existing dry cleaning equipment.	$150.00	365 Days
Exhibits and trade shows	An operational permit is required to operate exhibits and trade shows.	$100.00	Per Event
Explosives	Required for the manufacture, storage, handling, sale or use of any quantity of explosives, explosive materials, fireworks or pyrotechnic special effects within the scope of Chapter 56. 1) Fireworks Display 2) Blasting Permit 3) Storage of Explosives	 $150.00 $350.00 $350.00	 Per Event + Standby 30 Days 30 Days
Fumigation and insecticidal fogging	Required to operate a business of fumigation or insecticidal fogging, and to maintain a room, vault or chamber in which a toxic or flammable fumigant is used.	$150.00	365 Days

Operational Permits (Continued)	Description	Fee Amount	Term
Fumigation and insecticidal fogging	Required to operate a business of fumigation or insecticidal fogging, and to maintain a room, vault or chamber in which a toxic or flammable fumigant is used.	$150.00	365 Days
Flammable and combustible liquids	As required by the International Fire Code	$150.00	365 Days
Floor finishing	Required for floor finishing or surfacing operations exceeding 350 square feet using Class I or Class II liquids.	$50.00	30 Days
Hazardous materials	Required to store, transport on site, dispense, use or handle hazardous materials in excess of the amounts listed in Table of the IFC.	$150.00	365 Days
HPM facilities	Required to store, handle or use hazardous production materials.	$200.00	365 Days
High-piled storage	Required to use a building or portion thereof with more than 500 square feet, including aisles, of high-piled storage.	$150.00	365 Days
Hot work operations	Required for Hot Work Operations including cutting, welding, grinding, application of roof coverings with the use of open flame, or other operations determined by the Fire Code Official.	$100.00	30 Days
Industrial ovens	Required for operation of industrial ovens regulated the IFC.	$150.00	365 Days
Lumber yards and woodworking plants	Required for the storage or processing of lumber exceeding 100,000 board feet	$200.00	365 Days
Liquid- or gas-fueled vehicles or equipment in assembly buildings	An operational permit is required to display, operate or demonstrate liquid- or gas-fueled vehicles or equipment in assembly buildings.	$150.00	365 Days
LP-gas	An operational permit is required for: 1.Storage and use of LP-gas. Exception: A permit is not required for individual containers with a 500-gallon water capacity or less or multiple container systems having an aggregate quantity not exceeding 500 gallons, serving occupancies in Group R-3. 2.Operation of cargo tankers that transport LP-gas.	$150.00	365 Days
Magnesium	Required to melt, cast, heat treat or grind more than 10 pounds of magnesium.	$150.00	365 Days
Mobile food preparation vehicles	Required for mobile food preparation vehicles equipped with appliances that produce smoke or grease-laden vapors.	$50.00	365 Days + any other fees required by the City
Motor fuel-dispensing facilities	Required for the operation of automotive, marine and fleet motor fuel-dispensing facilities.	$100.00	365 Days

Operational Permits (Continued)	Description	Fee Amount	Term
Open burning	Kindling or maintaining of an open flame or a fire on any public street, alley, road, or other public or private ground. Instructions and stipulations of the permit shall be adhered to. Exceptions are recreational fires.	$100.00	Per Open Burn Ordinance. See Footnote #5
Open flames and candles	Required to use open flames or candles in connection with assembly areas, dining areas of restaurants, or drinking establishments.	$50.00	365 Days
Organic coatings	Required for any organic-coating manufacturing operation producing more than 1 gallon of an organic coating in one day.	$150.00	365 Days
Plant extraction systems	Required to use plant extraction systems.	$200.00	365 Days
Pyrotechnic special effects material	Required for use and handling of pyrotechnic special effects material.	$150.00	Per Event
Pyroxylin plastics	Required for storage and handling of more than 25 pounds of cellulose nitrate plastics and for the assemble or manufacture of articles involving Pyroxylin plastics.	$100.00	365 Days
Refrigeration equipment	Required to operate a mechanical refrigeration unit or system regulated by the IFC.	$100.00	365 Days
Repair garages and motor fuel-dispensing facilities	Repair garages and motor fuel-dispensing facilities	$100.00	365 Days
Spraying or dipping	required to conduct a spraying or dipping operation utilizing flammable or combustible liquids, or the application of combustible powders regulated by the IFC.	$150.00	365 Days
Storage of scrap tires and tire byproducts	An operational permit is required to establish, conduct or maintain storage of scrap tires and tire byproducts that exceeds 2,500 cubic feet of total volume of scrap tires, and for indoor storage of tires and tire byproducts.	$150.00	365 Days
Temporary membrane structures and tents	Required to operate an air-supported temporary membrane structure, a temporary special event structure or a tent having an area in excess of 400 square feet. See Exception in IFC.	$75/ Tent	After 7 days, up to 30 days unless allowed longer by another code.
Waste handling	Required for the operation of wrecking yards, junk yards and waste material-handling facilities.	$100.00	365 Days
All other Operational Permits listed in IFC		$100.00	
Failure to Secure Permit	Any occupancy operating without a required permit shall double the permit fee. A stop work order shall be issued until payment is received and permit issued.	Fee is Double the Permit Fee	
***Operational permits shall be submitted not less than 14 days prior to the event requiring a permit.**			

Construction Permits	Description	Fee Amount	Notes
Automatic fire extinguishing systems	Required for installation of or modification to an automatic fire-extinguishing system. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit. 1) Automatic Sprinkler System (NFPA 13, 13R, 13) 2) Kitchen Hood Suppression System 3) Alternative Automatic Fire-Extinguishing Systems	$125 + $2 per Sprinkler Head $125 per System $125 + $1.00 / lb. of Agent	
Compressed Gases	Where the compressed gases in use or storage exceed the amounts listed in the IFC, a construction permit is required to install, repair damage to, abandon, remove, place temporarily out of service, or close or substantially modify a compressed gas system.	$150	
Emergency responder communication coverage system	Required for installation of or modification to in-building, two-way emergency responder communication coverage systems and related equipment. Maintenance performed in accordance with this code is not considered to be a modification and does not require a construction permit.	$125	
Energy storage systems (Residential & Commercial)	Required to install energy storage systems regulated by IFC & IRC.	$50 Residential $125 Commercial	
Fire alarm & detection equipment & related equipment	Required for installation of or modification to fire alarm and detection systems and related equipment. Maintenance performed in accordance with this code is not considered to be a modification and does not require a construction permit.	$125 + $2 per Warning & Initiating Device	
Fire smoke alarms in Mult-Family Dwellings (R-2)	Required for installation of smoke alarms installed in Multi-Family dwellings constructed under the IBC.	$50 + $2 per Warning & Initiating Device	
Fire pumps and related equipment	Required for installation of or modification to fire pumps and related fuel tanks, jockey pumps, controllers and generators. Maintenance performed in accordance with this code is not considered to be a modification and does not require a construction permit.	$125 per Fire Pump	
Flammable and combustible liquids	Required as defined in the IFC.	$150	
Gas Detection System	Required for the installation of or modification to gas detection systems. Maintenance performed in accordance with this code is not considered a modification and shall not require a permit.	$125 + $2 per Detection Device	
Gates and barricades across fire apparatus access roads	Gates and barricades across fire apparatus access roads.	$75	

Construction Permits	Description	Fee Amount	Notes
Hazardous materials	Required to install, repair damage to, abandon, remove, place temporarily out of service, or close or substantially modify a storage facility or other area regulated by Chapter 50 where the hazardous materials in use or storage exceed the amounts listed in the IFC.	$200	
High-piled combustible storage	Required for the installation of or modification to a structure with more than 500 square feet , including aisles, of high-piled combustible storage. Maintenance performed in accordance with this code is not considered to be a modification and does not require a construction permit.	Class I-IV 501-2,500 Sq Ft $100 2,501-12,000 Sq Ft $150 12,001-500,000 Sq Ft $200 Greater than 500,000 Sq Ft $300	High Hazard 501-2,500 Sq Ft $150 2,501-300,000 Sq Ft $200 Greater than 300,000 Sq Ft $300
LP-gas	Required for installation of or modification to an LP-gas system. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.	$150	
Motor vehicle repair rooms and booths	Required to install or modify a motor vehicle repair room or booth. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.	$125	
Plant extraction systems	Required for installation of or modification to plant extraction systems. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.	$200	
Smoke control or smoke exhaust systems	Required for installation of or alteration to smoke control or smoke exhaust systems. Maintenance performed in accordance with this code is not considered to be an alteration and does not require a permit.	$125	
Solar photovoltaic power systems	Required to install or modify solar photovoltaic power systems under the IFC & IRC. . Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.	$50 Residential $125 Commercial	
Spraying or dipping	Required to install or modify a spray room, dip tank or booth. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.	$150	

Construction Permits	Description	Fee Amount	Notes
Standpipe systems	Required for the installation, modification or removal from service of a standpipe system. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.	$125 per Standpipe riser	
Temporary membrane structures and tents	Required to erect an air-supported temporary membrane structure, a temporary stage canopy or a tent having an area in excess of 400 square feet. See exceptions	$75/ Tent	Up to 7 days
All other Construction Permits listed in IFC		$125	
Failure to Secure Permit	Beginning work, or maintain an operation without a required permit shall double the permit fee. A stop work order shall be issued until payment is received and permit issued.	Fee is Double the Permit Fee	

Inspection Fees	Description	Fee Amount	Notes
Commerical Inspection		No Cost	See Footnote #3
Licensed Inspection	State license inspections	$100.00	See Footnote #3
1st Re-Inspection	Conducted no sooner than 15 days from the initial inspection.	No Cost	See Footnote #3
2nd Re-Inspection	Conducted no sooner than 7 days from 1st re-inspection.	$100.00	See Footnote #3
Additional Re-Inspections	Conducted no sooner than 7 days from previous re-inspection.	Municipal Infraction	
Additional per hour fee for after office hour fire inspections		$125.00	See Footnote #4
Standby & Hazardous Materials Response Fees	**Description**	**Fee Amount**	**Notes**
Heavy Response	Engine 112, Engine 113, Quint 114, Rescue 119 includes up to 4 personnel.	$312.25 / Hr.	See Footnote #6
Light Response Apparatus	Truck 115, Grass Truck 116, Tanker 117 and staff vehicles, includes up to 2 personnel.	$249.79 / Hr.	See Footnote #6
Extra Response Personnel	Each additional personnel.	$25.01 / Hr.	See Footnote #6
Expended Materials	Personal protective equipment, hose, nozzles; apparatus, etc.	Replacement Cost, including shipping	See Footnote #6
Equipment repair and/or cleaning	The repair or cleaning of equipment will be billed at parts & labor. (Personal protective equipment, hose, nozzle, apparatus, etc.).	Cost (parts plus labor), including shipping	See Footnote #6
Damaged Equipment	May include injury to, destruction of, or loss of natural resources, etc.	Replacement and/or repair cost, including shipping.	See Footnote #6
Other Fees	**Description**	**Fee Amount**	**Notes**
Fire Alarm & Fire Protection Contractor's Operational Permit	Required for any companies installing, maintaining or repairing any fire suppression, fire alarm & detection or fire extinguishers within the limits of the City of North Liberty. Only one license is required per company and will cover all employees.	$100.00	365 Days, July 1st-June 30th. Fee is not prorated
Incident Report or FOIA Requests	Fee required for incident reports or information requests.	Per City Policy	

Footnotes

1) Fee includes permit, plan review and final inspection/acceptance testing.
2) Re-Inspection for construction permits will be $100.00/hour, 1 hour minimum.
3) Any violation that is deemed to be a life safety hazard may proceed to a Municipal Infraction. Life safety violations shall be corrected immediately.
4) The Fire Chief may authorize a additional fee of $125.00 per hour for inspections or re-inspections that are requested or required after hours.
5) Permit is good for one open burn, not to exceed 24 hours. Permit also includes up to two alternate dates.
6) Rates based on the Hazardous Materials Response Billing Protocol for Iowa Fire Departments, 2021 edition & the FEMA Schedule Reimbursement Rates. Minimum of one hour. Billed in 15-minute increments beyond the first hour.

UTV Ordinance

ORDINANCE NO. 2023-21

AN ORDINANCE AMENDING CHAPTER 75 OF THE NORTH LIBERTY CODE OF ORDINANCES GOVERNING THE USE OF OFF-ROAD UTILITY VEHICLES (UTV's)

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

SECTION 1. AMENDMENT OF CHAPTER 75. Chapter 75 of the North Liberty Code of Ordinances is amended to read as follows:

75.01 PURPOSE.
The purpose of this chapter shall be to regulate the use of all-terrain vehicles and snowmobiles upon public property and streets within the corporate City limits and to provide penalties for the violations thereof.

75.02 SHORT TITLE.
The ordinance codified in this chapter shall be known and may be cited and referred to as the "North Liberty All-Terrain Vehicles and Snowmobile Ordinance."

75.03 DEFINITIONS.
As used in this chapter, unless the context otherwise requires, the following words are defined as follows:

1. "All-terrain vehicle" or "ATV" means the same as defined in Iowa Code Section 321I.1.

2. "Off-road motorcycle" means the same as defined in Iowa Code Section 321I.1. An operator of an off-road motorcycle is also subject to the provisions of this chapter governing the operation of all-terrain vehicles.

3. "Off-road utility vehicle" or "UTV" means the same as defined in Iowa Code Section 321I.1.

4. "Operate" means to ride in or on, other than as a passenger, use or control the operation of a snowmobile, UTV or an ATV in any manner, whether or not the snowmobile, UTV or ATV is moving.

5. "Operator" means every person who operates or is in actual physical control of a snowmobile, UTV or an ATV.

6. "Owner" means a person other than a lienholder, having the property right in or title to a snowmobile, UTV or an ATV. The term includes a person entitled to the use or possession of a snowmobile, UTV or an ATV subject to an interest in another person, reserved or created by agreement in securing payment or performance of an obligation, but the term excludes a lessee under a lease not intended as security.

7. "Person" means an individual, partnership, firm, corporation, association, and the estate, its agencies and political subdivisions.

8. "Roadway" means that portion of a street or highway improved, designed or ordinarily used for vehicular travel.

9. "Snowmobile" means the same as defined in Iowa Code Section 321G.1.

10. "Street or highway" means the entire width between property lines of every way or place of whatever nature when any part thereof is open to the use of the public, as a matter of right, for purposes of vehicular traffic, except in public areas in which the boundaries shall be thirty-three feet on each side of the centerline of the roadway.

75.04 SNOWMOBILES RESTRICTED IN CITY LIMITS.

It is unlawful for any person to operate a snowmobile within the corporate City limits, except upon the terms, conditions and limitations enumerated in Chapter 321G, Code of Iowa, and this chapter.

75.05 DESIGNATED ROUTES AND OPERATION – SNOWMOBILES.

1. The City Council may from time to time, by resolution, designate routes for the operation of snowmobiles on public property within City limits. A map of such designated routes shall be published on the City's official web site, and a copy made available at the office of the City Clerk.

2. Snowmobiles may be operated on the routes designated in accordance with paragraph 1 above between the edge of the sidewalk closest to the roadway and the roadway on the designated side of the street, or on the five-foot adjacent shoulder on the designated side of the roadway if there is no sidewalk.

3. Snowmobiles may only be operated on the above-referenced designated routes for the purpose of entering or exiting the City or for the purpose of allowing the operator to reach his/her destination but not for general recreational purposes.

4. Operation of snowmobiles within the City is strictly prohibited between the hours of twelve a.m. and six a.m. on Saturday and Sunday and between the hours of ten-thirty p.m. and six a.m. Sunday through Thursday.

5. The City Administrator or designee may waive the limitations for designated routes and hours of operation in the event of emergency or exigent circumstances and snowmobiles operators agree to assist the City in specific relief or transportation tasks.

(Ord. 2021-16 - Dec. 21 Supp.)

75.06 MISCELLANEOUS RULES – SNOWMOBILES.

No person shall operate a snowmobile within the City limits except in compliance with the following rules and regulations:

1. Any person operating a snowmobile within the City shall obey all designated speed limits and other posted traffic signs or traffic-control devices.

2. No person shall operate a snowmobile within the City unless it is currently registered and numbered with the state, as provided in Chapter 321G, Iowa Code.

3. The operator must yield the right-of-way to all motor vehicles.

4. Snowmobiles shall not be operated abreast with one or more other snowmobiles.

5. Snowmobiles operating within the City shall be equipped with at least one headlight and one taillight and the headlight and taillight shall be lighted at all times when operated within the City limits.

6. Snowmobiles shall not be operated without suitable and effective muffling devices as defined in Chapter 321G, Iowa Code.

7. No person shall operate a snowmobile in a careless, reckless or negligent manner so as to endanger any person, including the operator, or the property of another or to cause injury or damage thereto.

8. No person shall operate a snowmobile while under the influence of alcohol or illegal substances as defined in the Iowa Code.

9. Snowmobiles shall not be operated on private property without the express permission of the property owner.

10. Except for city highways which have not been plowed during the snow season as provided in Iowa Code § 321G.9(4)(a), and for designated routes in Chapter

75.05, no person shall operate a snowmobile on any public property, including the City parks, within the City.

(Ord. 2021-16 - Dec. 21 Supp.)

75.07 OPERATION ON PUBLIC PROPERTY.

1. It is unlawful for any person to operate any all-terrain vehicle (ATV), off-road motorcycle, or off-road utility vehicle on roadways, streets, highways or other public property within the corporate City limits, unless said operation strictly complies with one or more of the exceptions set forth in Iowa Code Section 321.234A or this Chapter.

2. Parks and Other City Land. ATVs, snowmobiles and UTVs shall not be operated in any park, on any trail, on any playground, or upon any other City-owned property without the express permission of the City, with the exception of the operation of snowmobiles on designated routes.

3. The provisions of Section 75.07(2) concerning the prohibition of operation of UTV's on City-owned property notwithstanding, properly equipped UTVs may be operated in accordance with the requirements of Section 75.09 upon any City roadway, and may utilize City-owned driveways, lanes, and parking lots. This subparagraph shall not be construed as permitting the use of UTVs on parks, trails, or playgrounds. This subparagraph 75.07(3) shall be automatically repealed and be of no further force or effect as of December 31, 2024.

75.08 LIMITATION OF LIABILITY.

The City, the owners or tenants of property, public lands or right-of-way within the City limits, their agents, employees or officers, owe no duty of care to keep said property or lands safe for use by persons operating a snowmobile, an ATV, an off-road motorcycle, or an off-road utility vehicle, or to give any warning of a dangerous condition, use, structure, obstruction or activity on the property, whether known or unknown. The City and the owners and tenants of property within the City, their agents, employees and officers, are not liable for actions taken to allow or facilitate the use of property, public lands or right-of-way or permitting the use thereof. Operation of a snowmobile in violation of this chapter or Chapter 321G or operation of an ATV, an off-road motorcycle, or an off-road utility vehicle in violation of this chapter or Chapter 321I shall not create a basis for liability or subject the City, owners or tenants of property to any liability for said operations.

75.09 OPERATION OF UTVs

Operators of UTVs must adhere to the following equipment requirements and restrictions while operating UTVs within the City limits.

1. Operators of UTVs within City limits must be 18 years of age or older and possess a valid driver's license.

2. A person shall not operate a UTV within the City limits unless the operator has proof of insurance complying with that required of an operator of a motor vehicle pursuant to applicable provisions of the Iowa Code, Rules and Regulations, including but not limited to Iowa Code Sections 321.20B and 321A.21.

3. Owners of UTVs operated within City limits shall register their UTV with the Iowa Department of Natural Resources, and proof of such registration shall be provided, upon request, to any peace officer requesting it. Out-of-state UTV operators must provide appropriate proof of registration from their home state upon request by any peace officer.

4. UTVs may only be operated on the roadways between the hours of 6:00 a.m. and 10:30 p.m.

5. Operators of UTVs must adhere to noise restrictions set forth under North Liberty Code Chapter 53.

6. UTVs must display lighted headlamps and taillamps at all times while the vehicle is operated on City streets or highways.

7. Operators of UTVs must adhere to all traffic and parking laws, codes, rules, and regulations applicable to other motor vehicles, unless directed otherwise by this chapter.

8. UTVs must be equipped with:

A. Operational turn signal lamps with a manually operated switch controlled by the driver.

B. Operational speedometer, calibrated in miles per hour, which is fully illuminated when the headlamps are activated.

C. Operational horn with a switch controlled by the driver.

D. Two operational headlamps and taillamps must be affixed to each side on the front and back of the UTV. Taillamps shall be red and include a stop lamp actuated by pressing the brake pedal. The use of lightbars,

spotlights, or decorative lights is not permitted while the UTV is being operated on City streets or highways.

E. Rear-facing mirror providing the operator with a clear view of the rear.

F. Operational muffler, working in good order, which complies with the standards and procedures required by Iowa Code Section 321I.12 and North Liberty Code of Ordinances Chapter 53.

9. All occupants, except as noted below, must wear safety belts or safety harnesses which meet the definition of a safety belt or safety harness set forth by Iowa Code Section 321.445 while the UTV is in motion.

A. Children under one year old and weighing less than 20 pounds must be secured in a rear-facing child restraint system while the UTV is motion.

B. Children ages one to six years must be secured in a child restraint system (safety seat or booster seat) while the UTV is in motion.

(1) A child restraint system is a specially designed seating system, including a belt positioning seat or booster seat which meets federal motor vehicle safety standards. The child restraint system must be used in accordance with the manufacturer's instructions, the child must be secured in the child restraint, and the child restraint must be properly secured to the UTV.

C. No animals will be transported in the cargo portion or bed of a UTV unless they are contained within an enclosure secured to the UTV.

10. UTV doors or nets must be closed during operation if so equipped.

11. The number of passengers in a UTV shall not exceed the number of factory-installed seats in the UTV.

12. No open containers of alcohol shall be allowed while the UTV is being operated.

13. Drivers may not operate a UTV under the influence of intoxicating liquor or narcotics as prescribed under Iowa Code Chapter 321J.

14. No UTV will be operated in a careless or reckless manner so as to: endanger any person; cause injury or damage to person or property; create unnecessary skidding or sliding; or cause a wheel or wheels to lose traction or contact with the ground.

15. This Section 75.09 shall be automatically repealed and be of no further force or effect as of December 31, 2024.

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

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

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

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

First reading on _____, 2023.
Second reading on _____, 2023.
Third and final reading on _____, 2023.

CITY OF NORTH LIBERTY:

_____
CHRIS HOFFMAN, MAYOR

ATTEST:

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

_____
TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. 2023-21 in the Cedar Rapids *Gazette* on the _____ day of _____, 2023.

_____
TRACEY MULCAHEY, CITY CLERK

425 N. Dubuque Street – City initiated rezoning

North Liberty
IOWA

June 6, 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 3.53 acres, from RM-21 Multi-Residence District to RM-12 Multi-Residence District on property located on the west side of North Dubuque Street approximately 175' north of North Main Street (425 N Dubuque Street).

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its June 6, 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 forward the request for zoning map amendment (rezoning) from RM-21 Multi-Unit Residence District to RM-12 Multi-Unit Residence District on 3.53 acres to the City Council with a recommendation for approval.

The vote for approval was 5-0.

Josey Bathke, Chairperson
City of North Liberty Planning Commission

North Liberty
IOWA

MEMORANDUM

To **City of North Liberty Planning Commission**
From **Ryan Rusnak, AICP**
Date **June 2, 2023**
Re **Request of the City of North Liberty for a zoning map amendment (rezoning) on approximately 3.53 acres, from RM-21 Multi-Residence District to RM-12 Multi-Residence District on property located on the west side of North Dubuque Street approximately 175' north of North Main Street (425 N Dubuque 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

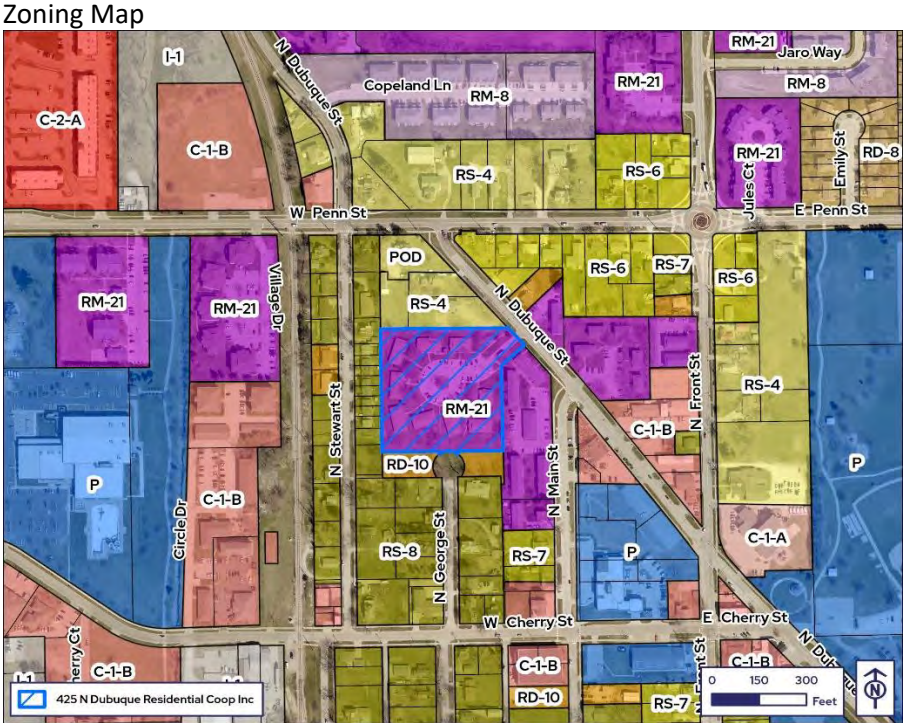
1. Request Summary:
This is a City-initiated rezoning to achieve consistency with the new Comprehensive Plan Connected to Tomorrow, which was adopted by City Council on February 28, 2023.

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.

Zoning Map



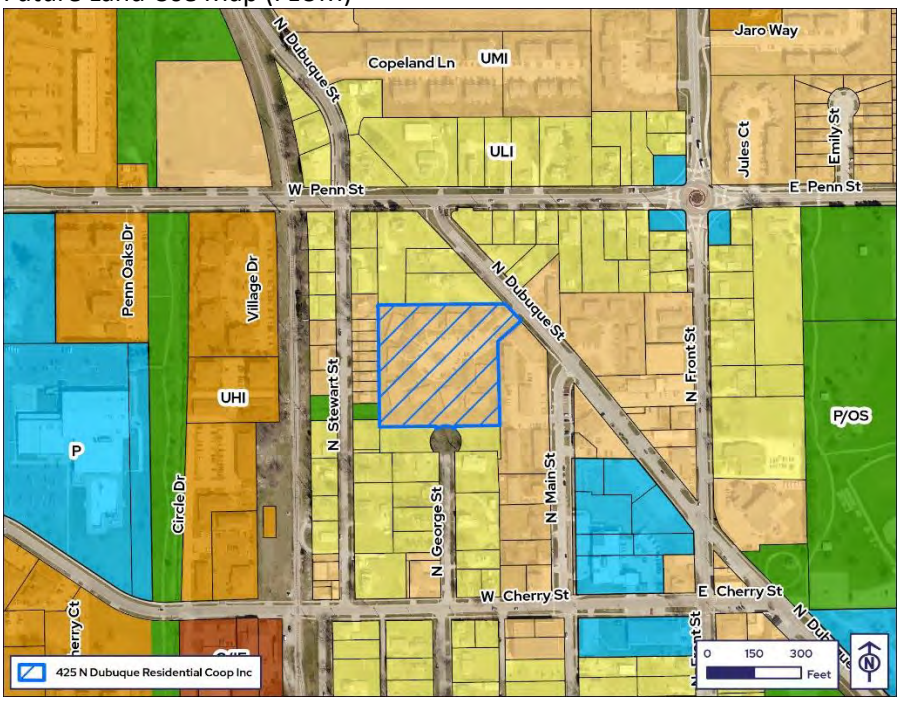
Current Zoning RM-21 Multi-Unit Residence District

3. Comprehensive Plan

<u>Future Land Use Map designation</u>

UMI Urban Medium Intensity. The RM-12 zoning would be consistent with UMI.

Future Land Use Map (FLUM)



Current FLUM Designation UMI Urban Medium Intensity

Urban Medium Intensity Description

More variety in housing arrangements and more allowance for activity areas that draw people from outside the immediate area for services or recreation. Increased intensity (compared to ULI) improves opportunities for economic activity and social interaction. Medium intensity areas include mostly a horizontal mix of residential and non-residential uses at compatible moderate densities and scale, although there may be opportunities for vertical mixed-use.

Residential

Uses include a variety of housing types that may be on smaller lots. Housing mix can include single-family detached homes, duplexes, townhomes, and multifamily buildings to create integrated neighborhoods.

Form and Features

» General aggregate development density of 7 to 14 dwelling units per acre. Innovative designs should allow more public spaces than ULI.
» Attached housing developments maintain the identity of the individual housing units.
» High connectivity with multiple access points into neighborhoods. As compared to ULI, UMI encourages closer proximity between transportation, housing, and commercial services.

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 also selected due to current number of (36) residential units on the property (12 units per acre x 3.53 acres = a maximum of 42 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 3.53 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. 2023-18

AN ORDINANCE AMENDING THE ZONING MAP DISTRICT DESIGNATION FOR CERTAIN PROPERTY LOCATED IN NORTH LIBERTY, IOWA FROM RM-21 MULTI-RESIDENCE DISTRICT TO RM-12 MULTI-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 3.53 acres, more or less, as RM-12 Multi-Residence District for property particularly described as follows:

Tract A in Four Square Housing Planned Area Development, North Liberty, Iowa, according to the plat thereof recorded in Plat Book 16, Page 192 and 193, of the Johnson County, Iowa, Recorder's Office;

SECTION 2. CONDITIONS IMPOSED. At the June 6, 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 June 27, 2023.
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. 2023-18 in *The Gazette* on the ____ of _____, 2023.

_____
TRACEY MULCAHEY, CITY CLERK

Hatch Property – City initiated rezoning

North Liberty
IOWA

June 6, 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 .33 acres, from RM-21 Multi-Residence District to RM-12 Multi-Residence District on property located on the west side of North Main Street approximately 300' north of West Cherry Street (355, 357, 359 N Main Street).

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its June 6, 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 forward the request for zoning map amendment (rezoning) from RM-21 Multi-Unit Residence District to RM-12 Multi-Unit Residence District on .33 acres to the City Council with a recommendation for approval.

The vote for approval was 5-0.

Josey Bathke, Chairperson
City of North Liberty Planning Commission

North Liberty
IOWA

MEMORANDUM

To **City of North Liberty Planning Commission**
From **Ryan Rusnak, AICP**
Date **June 2, 2023**
Re **Request of the City of North Liberty for a zoning map amendment (rezoning) on approximately .33 acres, from RM-21 Multi-Residence District to RM-12 Multi-Residence District on property located on the west side of North Main Street approximately 300' north of West Cherry Street (355, 357, 359 N Main 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.

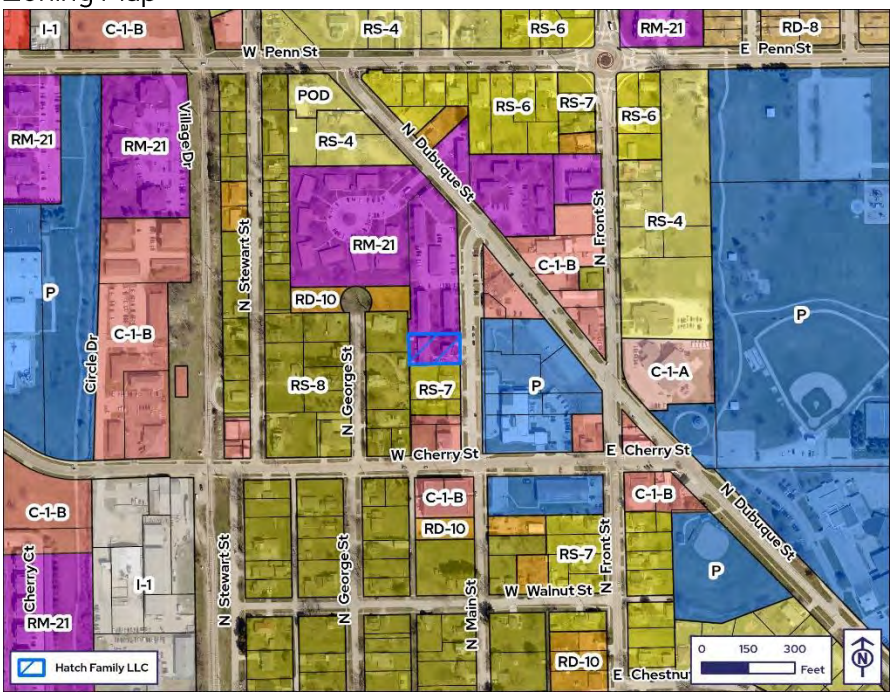
Section 165.09(2) of the North Liberty Code of Ordinances reads, "Initiation. The City or a property owner in the City, or person expressly authorized in writing by the property owner, may propose a zoning text or map amendment."

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.

Zoning Map



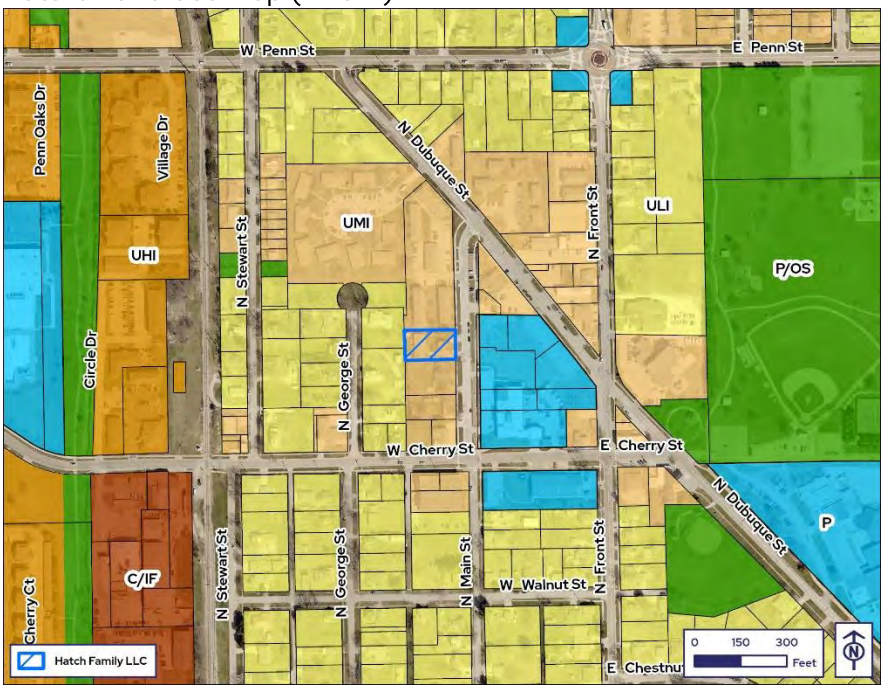
Current Zoning RM-21 Multi-Unit Residence District

3. Comprehensive Plan

<u>Future Land Use Map designation</u>

UMI Urban Medium Intensity. The RM-12 zoning would be consistent with UMI.

Future Land Use Map (FLUM)



Current FLUM Designation UMI Urban Medium Intensity

Urban Medium Intensity Description

More variety in housing arrangements and more allowance for activity areas that draw people from outside the immediate area for services or recreation. Increased intensity (compared to ULI) improves opportunities for economic activity and social interaction. Medium intensity areas include mostly a horizontal mix of residential and non-residential uses at compatible moderate densities and scale, although there may be opportunities for vertical mixed-use.

Residential

Uses include a variety of housing types that may be on smaller lots. Housing mix can include single-family detached homes, duplexes, townhomes, and multifamily buildings to create integrated neighborhoods.

Form and Features

- General aggregate development density of 7 to 14 dwelling units per acre. Innovative designs should allow more public spaces than ULI.
- Attached housing developments maintain the identity of the individual housing units.
- High connectivity with multiple access points into neighborhoods. As compared to ULI, UMI encourages closer proximity between transportation, housing, and commercial services.

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 also selected due to current number of (3) residential units on the property (12 units per acre x .33 acres = a maximum of 3 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 .33 acres to the City Council with a recommendation for approval.

Suggested motion:

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

Ryan Rusnak

From: Rich Hatch <richhatchhomes@gmail.com>
Sent: Tuesday, June 06, 2023 10:32 AM
To: Ryan Rusnak
Subject: [External] rezoning 355, 357, 359 N Main St

> You don't often get email from richhatchhomes@gmail.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,

I received a letter in the mail and I'm concerned about rezoning the property. I'm wondering why the City of NL would want to rezone the area, and also how it benefits the property owner (me).
It seems that higher density would give me more options down the road. When I originally purchased the property, this was one of the selling points of the property.
At this time I'm opposed to changing the zoning for my property.

Thanks,

Rich Hatch
REALTOR®

Call/Text 319-631-8530
RichHatchHomes@gmail.com
RichHatchHomes.com

LEPIC-KROEGER, REALTORS®
2346 Mormon Trek Blvd
Iowa City, IA 52246

Licensed to sell Real Estate
in the State of Iowa

Ordinance No. 2023-19

AN ORDINANCE AMENDING THE ZONING MAP DISTRICT DESIGNATION FOR CERTAIN PROPERTY LOCATED IN NORTH LIBERTY, IOWA FROM RM-21 MULTI-RESIDENCE DISTRICT TO RM-12 MULTI-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 0.33 acres, more or less, as RM-12 Multi-Residence District for property particularly described as follows:

Lot 6 and the north ½ of Lot 5, Block 5 and the east ½ of the vacated alley abutting Lot 6 and the north half of Lot 5, Block 5 of Original Town of North Liberty, Iowa, according to the plat thereof recorded in Plat Book 16, page 192;

SECTION 2. CONDITIONS IMPOSED. At the June 6, 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 June 27, 2023.
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. 2023-19 in *The Gazette* on the ____ of _____, 2023.

_____
TRACEY MULCAHEY, CITY CLERK

Additional Information

North Liberty IOWA

MEMORANDUM

To **Mayor and City Council**
CC **City Administrator**
From **Tom Palmer, Building Official**
Date **7/5/2023**
Re **Monthly Report**

June Permits:

133 permits were issued in June with an estimated construction value of 18 million dollars. Eighteen new housing permits were issued with construction value of 4.5 million dollars. Staff completed 270 inspections during the month of June.

Rental/Code Compliance Cases:

Sixteen new rental permit applications were received in June. Seven compliance cases were processed in June.

The Palestra Facility

Ben Hur Construction Company obtained a building permit to begin construction new 34,364 S.F. gymnasium located on corner of Penn and Saratoga. The estimated construction valve for this project is eight million dollars.

June Permit Tally Report

Permit Type		Construction Value	Total Fees
Group: Accessory Structure			
		$883,465.80	$5,039.50
			Group Total: 13
Group: Automatic Fire Sprinkler System			
		$44,240.00	$500.00
			Group Total: 2
Group: Commercial Alteration			
		$27,000.00	$911.45
			Group Total: 1
Group: Construction Site Plan Review			
		$0.00	$0.00
			Group Total: 3
Group: Deck			
		$115,056.00	$2,147.03
			Group Total: 13
Group: Display of Fireworks			
		$0.00	$0.00
			Group Total: 1
Group: Fence			
		$46,786.00	$425.00
			Group Total: 17
Group: Fire Alarm & Detection Equipment			
		$177,871.00	$687.00
			Group Total: 1
Group: Infrastructure			
		$0.00	$25.00
			Group Total: 1
Group: Manufactured Home			
		$100,000.00	$388.00
			Group Total: 1
Group: Mechanical Electrical Plumbing (MEP)			
		$111,404.16	$475.75
			Group Total: 19
Group: New Commercial			
		$4,000,000.00	$0.00
			Group Total: 1
Group: New Single Family Dwelling			
		$1,659,798.00	$14,068.37
			Group Total: 4
Group: New Single Family Dwellings Attached			
		$509,602.00	$5,447.28

Group Total: 2

Group: New Townhouse

		$2,476,128.00	$28,527.32

Group Total: 12

Group: Patio

		$8,250.00	$0.00

Group Total: 3

Group: Permanent Sign

		$2,400.00	$50.00

Group Total: 1

Group: Rental

		$490,000.00	$1,546.00

Group Total: 16

Group: Residential Addition

		$40,000.00	$542.75

Group Total: 1

Group: Residential Alteration

		$37,813.25	$693.55

Group Total: 5

Group: Sidewalk

		$0.00	$25.00

Group Total: 1

Group: Sign

		$7,267.36	$150.00

Group Total: 3

Group: Stormwater Quality Grant

		$0.00	$0.00

Group Total: 1

Group: Swimming pools, spas and hot tubs

		$114,950.00	$1,144.05

Group Total: 3

Group: Temporary Use

		$0.00	$50.00

Group Total: 1

Group: Urban Chickens

		$0.00	$120.00

Group Total: 1

Group: Zoning Certificate

		$7,025,001.00	$125.00

Group Total: 6

		$17,877,032.57	$63,088.05

Total Records: 133

June Certificate of Occupancy Report

Applicant	Parcel Address	Project Description	Permit Type	Date C.O. Issued
Mahesh Myadam	220 Autumn Ct	2023 Rental Permit	Residential Rental	6/28/2023
Humpal Chiropractic, LLC	1210 Jordan St	Chiropractic services-Suite 2A	Zoning	6/28/2023
Casey Koschmeder	147 Alydar Dr	2023 Rental Permit	Residential Rental	6/23/2023
Chase & Nikki Snyder	91 Golfview Ct	7'x7' plastic shed	Zoning	6/21/2023
Joe Selix	925 Liberty Way	Field Day Brewing Co.	Zoning	6/27/2023
Karl Warner - Performance Restoration	740 LIBERTY WAY # 1	Water damage/fire/disaster restoration services.	Zoning	6/19/2023
Josh & Lacey Patterson	875 Augusta Cir	Patio	Zoning	6/16/2023
Eric Cox	45 Mark Twain Ct	2023 Rental Permit	Residential Rental	6/15/2023
Todd Dillon	445 N Madison Ave	Mini Storage Facility	Zoning	6/16/2023
Kaelly Welsh	2211 SAINT ANDREWS DR	2023 Rental Permit	Residential Rental	6/26/2023
Dallas Portz	47 Ash Ct	2023 Rental Permit	Residential Rental	6/7/2023
Midwest Veterinary Hosptials, PLLC//d/b/a Animal Kingdom Veterinary Care Center, L.C	620 Liberty Way	Animal Care Facility- an establishment which provides care for domestic animals, including veterinary offices for the treatment of animals, pet grooming facilities and animal training	Zoning	6/5/2023
Jordan Slach	682 Emily St	2023 Rental Permit	Residential Rental	6/26/2023
Dahnovan Builders LLC	1210 Jordan St	Suite 2A - small remodel and adding	Building	6/29/2023
Tonja Fortney	89 Golfview Ct	New home installation on	Building	6/26/2023
NILAMKUMAR DINESHBHAI KALOLIYA	1580 Cook Cir	2023 Rental Permit	Residential Rental	6/7/2023

Tonja Fortney	86 Golfview Ct	New home installation on an	Building	6/2/2023
Dale Smith for Diamond Vogel Paint	2810 STONER CT UNIT 4A	Retail Paint Store	Zoning	6/21/2023
Todd Dillon	445 N Madison Ave	Mini Storage Building 1	Building	6/16/2023
Todd Dillon	445 N Madison Ave	Mini Storage Building 6	Building	6/1/2023
Chris Radeke	625 240th St	New Building	Building	6/1/2023
Yellow Rose Auto	1040 Liberty Way	Archie's Brake and Quick Lube	Zoning	6/21/2023
David Hodge	1830 Bernardy Dr	Townhome with attached garage	Building	6/8/2023
David Hodge	1820 Bernardy Dr	Townhome with attached garage	Building	6/8/2023
Tonja Fortney	91 Golfview Ct	91 Golfview Ct.	Building	6/19/2023
Tonja Fortney	85 Golfview Ct	85 Golfview Ct.	Building	6/15/2023
Caleb Shield	777 Brook Ridge Ave	Ranch style zero lot	Building	6/29/2023
Caleb Shield	775 Brook Ridge Ave	New Ranch style zero lot	Building	6/30/2023
Dan Wilson	1000 Liberty Way	New build of a 2,339 sf Fast-food	Building	6/8/2023
Dwight G. Bode	165 S Dubuque St	2023 Rental Permit	Residential Rental	6/8/2023

Total Records: 30

Permit Summary Report Inspection Type

Schedule Date1/1/2023 TO 06/30/2023

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Row Total
Inspection request	7	2	12	25	42	42	0	0	0	0	0	0	130
Re-inspection	30	28	38	57	37	28	0	0	0	0	0	0	218
1st SWPPP	1	4	4	9	0	3	0	0	0	0	0	0	21
Above Suspended Ceiling	0	1	0	0	3	1	0	0	0	0	0	0	5
Building Sewer	0	0	1	2	4	0	0	0	0	0	0	0	7
Commercial Final	0	0	1	1	2	6	0	0	0	0	0	0	10
Commercial Rough-In	1	1	1	1	1	2	0	0	0	0	0	0	7
Commercial Water Service	0	0	0	0	2	0	0	0	0	0	0	0	2
Deck, Porch, Sunroom Footings	6	2	7	5	6	13	0	0	0	0	0	0	39
Final	12	10	14	8	15	30	0	0	0	0	0	0	89
Fire - Automatic Sprinkler System	6	0	1	2	1	0	0	0	0	0	0	0	10
Fire - Compressed Gas Detection	0	0	0	0	2	0	0	0	0	0	0	0	2
Fire - Fire Alarm Installation	0	0	1	3	1	0	0	0	0	0	0	0	5
Fire - Fire Dept. Acceptance	0	0	2	2	1	1	0	0	0	0	0	0	6
Fire - Kitchen Hood Suppression System Installation	0	0	0	0	0	1	0	0	0	0	0	0	1
Fire - Retail Sales of Fireworks	0	0	0	0	0	1	0	0	0	0	0	0	1
Footings/Slabs	5	6	11	14	5	9	0	0	0	0	0	0	50
Foundation Dampproofing	0	1	3	2	6	5	0	0	0	0	0	0	17
Foundation Wall	2	3	6	6	5	7	0	0	0	0	0	0	29
Framing	2	1	0	0	0	0	0	0	0	0	0	0	3
Gas Piping	0	0	0	1	0	0	0	0	0	0	0	0	1
Gas service release	17	10	14	6	17	3	0	0	0	0	0	0	67
Grading	3	3	2	11	10	6	0	0	0	0	0	0	35
Manufactured Home	0	6	2	2	2	4	0	0	0	0	0	0	16
Meeting	0	0	2	3	3	2	0	0	0	0	0	0	10
Notice of Termination CSR	5	2	3	2	12	0	0	0	0	0	0	0	24
Other	2	1	2	4	0	1	0	0	0	0	0	0	10
Permanent Electric Service Release	5	8	19	13	16	12	0	0	0	0	0	0	73
Plumbing below slab	3	3	6	5	9	9	0	0	0	0	0	0	35
Rental	16	77	103	60	22	20	0	0	0	0	0	0	298
Residential final (New Construction)	16	13	20	21	6	0	0	0	0	0	0	0	76
Residential Photovolatic (PV) Solar System	1	1	7	2	1	2	0	0	0	0	0	0	14
Residential Rough-in (New Construction)	10	6	11	9	12	13	0	0	0	0	0	0	61
Residential Sewer Service	1	3	11	4	4	8	0	0	0	0	0	0	31
Residential Water Service	1	2	10	2	8	7	0	0	0	0	0	0	30
Rough-in	4	2	2	2	4	6	0	0	0	0	0	0	20
Sanitary Sewers	0	0	1	0	0	1	0	0	0	0	0	0	2
Sidewalk Release	5	5	3	9	5	0	0	0	0	0	0	0	27
Sump Pump Discharge Line	0	0	6	20	5	6	0	0	0	0	0	0	37
Temporary Electric Service	3	0	7	5	4	8	0	0	0	0	0	0	27
Water Heater	0	0	1	0	0	2	0	0	0	0	0	0	3
Water Main and Appurtenance	0	0	0	2	1	0	0	0	0	0	0	0	3
Witness air pressure test and piping inspection	17	10	12	12	18	11	0	0	0	0	0	0	80
Totals:	**181**	**211**	**346**	**332**	**292**	**270**	**0**	**0**	**0**	**0**	**0**	**0**	**1632**

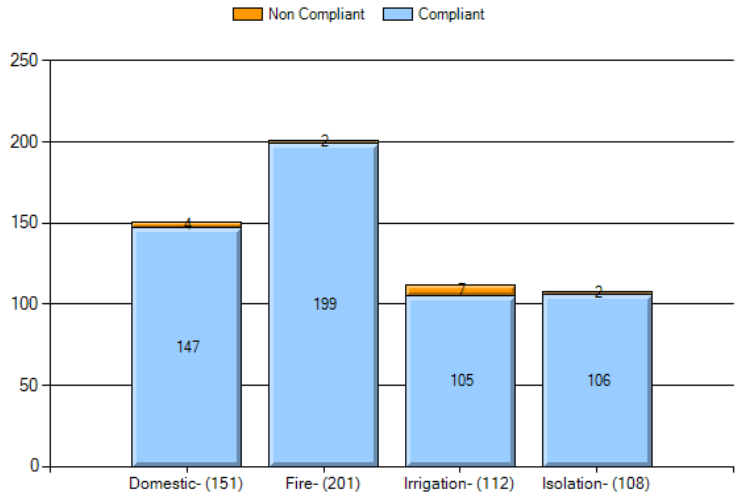
Code Compliance Report

06/01/2023 - 06/30/2023

Case Date	Case #	Status	Complaint	Reporting Code
6/6/2023	20230033		uncut weeds and grass	Nuisance
6/7/2023	20230034		uncut weeds and grass	Nuisance
6/12/2023	20230035		uncut weeds and grass.	Nuisance
6/12/2023	20230036		uncut weeds and grass.	Nuisance
6/16/2023	20230038		uncut weeds and grass	Nuisance
6/19/2023	20230039		Fire Pit in Yard	City Code
6/22/2023	20230040		Unsafe stairs	Building Code

Back

System Show All



Categories

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

Compliance	%	Compliant	Category Total
Domestic	97%	147	151
Fire	99%	199	201
Irrigation	94%	105	112
Isolation	98%	106	108
Totals	**97%**	**557**	**572**

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

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

Print Chart | View All Compliant | View All Non Compliant | View All

North Liberty
IOWA

MEMORANDUM

To **Mayor and City Council**
CC **City Administrator Ryan Heiar**
From **Community Relations Director Nick Bergus**
Date **July 3, 2023**
Re **Community Relations Staff Report**

City Slate

The City Slate included 10 June events (an 11th, the Joyriders Jubilee, was postponed to July 3 due to weather): Ranshaw House concerts on June 2, 9, 16, 23 and 30; Free Fishing with TAKO and Let Love Fly on June 3, Swimming Storytime on June 16, Camp North Liberty on June 23 and Swimming with Princesses on June 25. We hosted more than 3,500 participants across the events.

There was time spent in preparation for Blues & BBQ as well as other July and August events, including fireworks on July 3, Kinetic Circus on Aug. 6 and Summer Send-Off on Aug. 19.

Shea Nelson, a student at Coe College who lives in North Liberty, is working as an event intern with us this summer. She has been a great addition and is spearheading the second annual Summer Send-off for us this year as part of her internship.

Blues & BBQ

We spent time making our final plans for the July 8 event, including meeting with the committee members and production teams. Much of the final weeks are spent making and checking lists. With the work on Centennial Park — and the growth of other events — it's been difficult for the team to dedicate as much time to Blues & BBQ as we'd like, but the event feels like it's in a good place. Some volunteer roles, especially evening Eco Team details, are available at northlibertyblue.org/volunteer. Details for the festival are available at northlibertyblues.org.

Ranshaw House

Use of the Ranshaw House sees a nice pickup in June, when it becomes home to Summer Lunch & Fun on weekdays and a concert every Friday in addition to its weekly United Action for Youth workshop. Additional uses in June included: a showing and discussion of *The Last to Know* for Juneteenth, a Girls on the Run meeting and an Advance Health Care Planning Workshop with the Senior Center.

One idea that came out of our social service agency luncheon in May was to host a service fair in the space, which we are pursuing as part of September's Neighbors & Flavors event.

Youth Council

The youth council presented to the City Council this past month, and will meet yet again this summer. We have eight applicants for the fall's program, including a number of returning councilors. We think the smaller number is positive as we adjust the program.

Micah launched the Summer Summit, a mental health and wellness gathering for teens and a workshop and support session for parents and caregivers of teens, scheduled for July 29 in partnership with Better Way Forward, the Big O Foundation, the I'm Glad You Stayed Project, the North Liberty Youth Council and United Action for Youth. Details and free registration is available at northlibertyiowa.org/youthcouncil.

Building North Liberty's Next Stage

Staff continued to work on the Next Stage. We saw several financial commitments over the past month and are continuing to build momentum. Staff and volunteers will be tabling at Blues & BBQ in addition to some cheeky signs we will deploy ("Hate port-a-potties?"). Staff met with the design team multiple times in June and will continue to do so through the fall.

Other Items

Staff volunteered with the North Liberty Community Pantry, Englert Theatre, Bike Iowa City, Johnson County Successful Aging Policy Board, United Action for Youth and worked with other local initiatives and non-profits.

We produced the City Council meeting and submitted it to the Iowa City government channel and produced several podcasts for the library in addition to 52317 episodes.

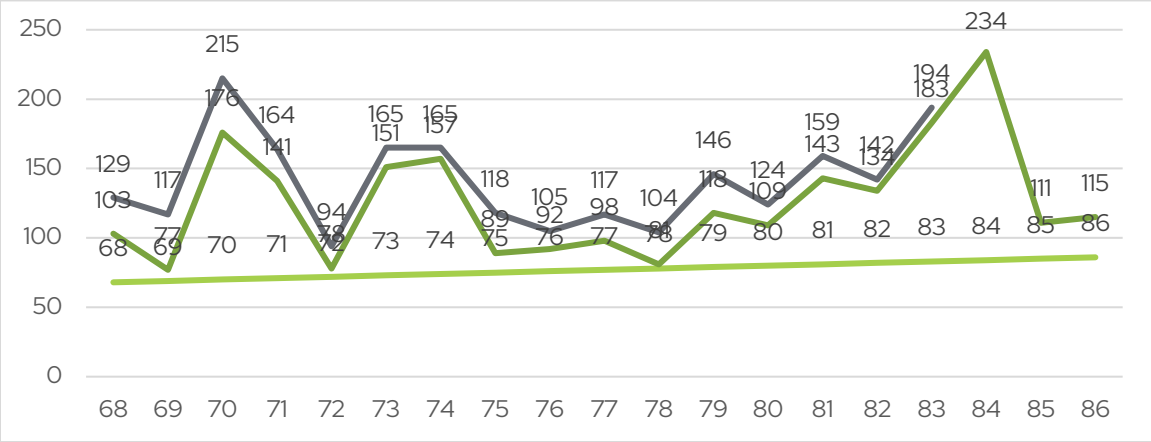
We posted news releases about events, fireworks, the Summer Summit, projects, the George House move and more.

Completed Videos

Title	Requested By	Completed	Duration
Parks & Recreation Commission	Administration	June 1	0:47
Planning & Zoning	Administration	June 6	0:23
City Council	Administration	June 13	0:26
Social: Let Love Fly	Communications	June 7	0:01
Library Board of Trustees	Administrations	June 19	0:22
City Council	Administration	June 27	2:30
Total completed productions: 6	**Duration of new video: 4.48 hours**		

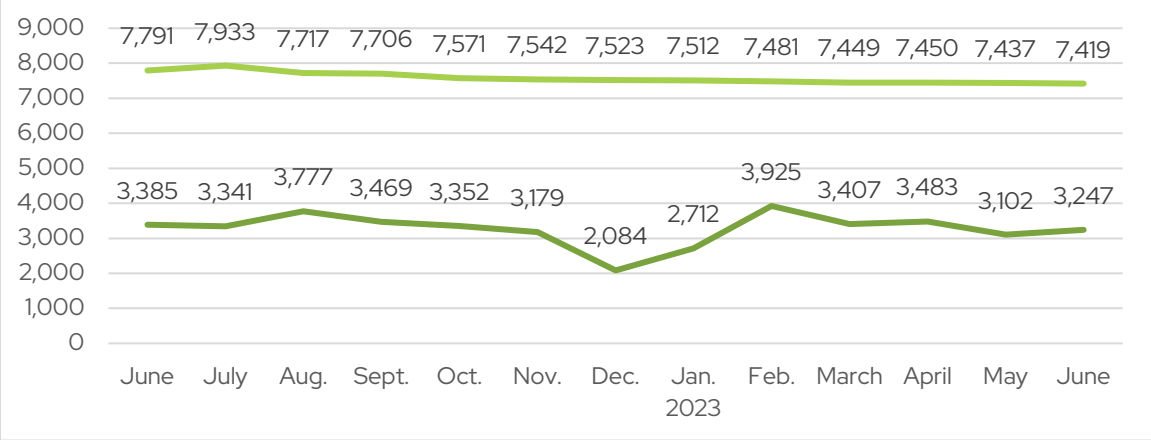
52317 Podcast

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



Downloads is the number times the podcast file was downloaded to a player, including a podcast client, webpage-embedded player or other device in its first 30 days and 90 days of publication. Numbers are as reported by service provider LibSyn as of the date of this report.

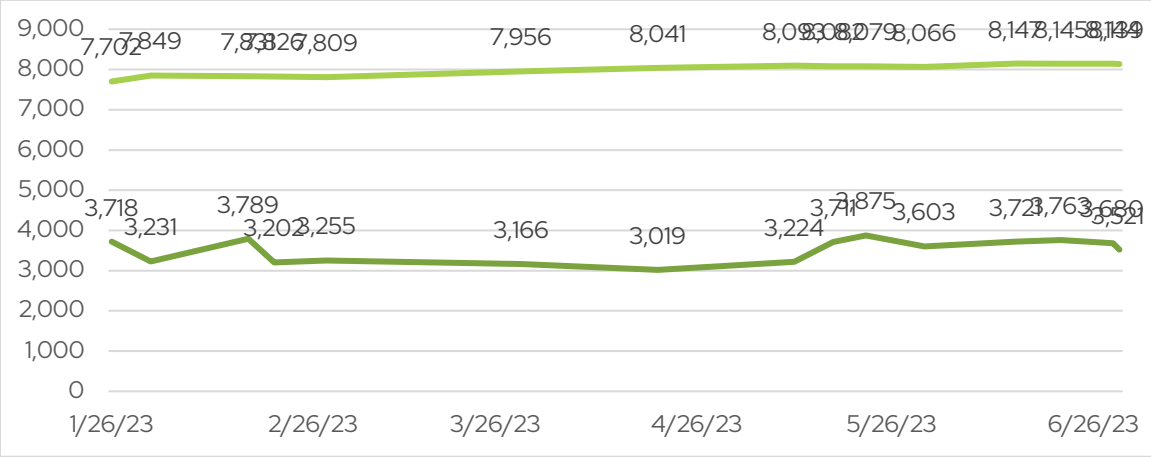
North Liberty Bulletin Email Newsletters



Recipients is the number of email addresses to which an issue of the Bulletin was sent and is represented by the top line. **Opens** is the number of unique recipients who opened the Bulletin and is represented by the bottom line; the standard open rate for government is 25.4%. Numbers are as reported by service provider Mailchimp.

Know Before You Go Emails

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



Recipients is the number of email addresses to which an issue of the Bulletin was sent and is represented by the top line. **Opens** is the number of unique recipients who opened the Bulletin and is represented by the bottom line; the standard open rate for government is 25.4%. Numbers are as reported by service provider Mailchimp.

Website Statistics

Month	Sessions	Users	Pageviews
June 2023	43,919	33,828	144,710
May 2023	36,029	24,207	108,993
April 2023	32,588	24,857	60,148
March 2023	33,771	26,678	61,955
Feb 2023	31,173	25,273	54,240
Jan 2023	31,768	24,915	57,610
Dec 2022	23,328	18,270	45,983
Nov 2022	29,888	22,127	58,381
Oct 2022	34,361	24,315	60,653
Sept 2022	23,690	17,833	44,903
Aug 2022	28,712	21,863	52,942
July 2022	26,101	19,342	50,030
June 2022	27,985	20,537	55,721

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

Social Media

Month	Facebook		Instagram	Nextdoor
	New follows	Reach	Followers	Members
June	208	220,786	3,063	6,026
May	195	102,109	3,035	5,999
April	144	118,294	2,994	5,945
March	92	41,370	2,977	5,937
Feb	110	49,514	2,952	5,916
Jan 2023	59	46,763	2,919	5,890
Dec	54	25,825	2,890	5,847
Nov	64	35,617	2,862	5,807
Oct	91	25,561	2,840	5,789
Sept	50	23,333	2,828	5,741
Aug	93	36,131	2,815	5,713
July	121	83,190	2,764	5,645
June	114	31,235	2,738	5,617

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

TO: Ryan Heiar, City Administrator and City Council
FROM: Jennie Garner, Library Director
DATE: July 6, 2023
SUBJECT: Monthly Library Report

Library News

The new circulation desk is fully installed and the bright orange youth desk in place. It's a more open, approachable model, which was the goal; now staff are reviewing our work processes as patrons naturally gravitate into space that were formerly designated "staff only areas". It's been fun to see how design changes can create a feeling of belonging. This idea of a welcoming space is also built into aspects of our strategic plan.

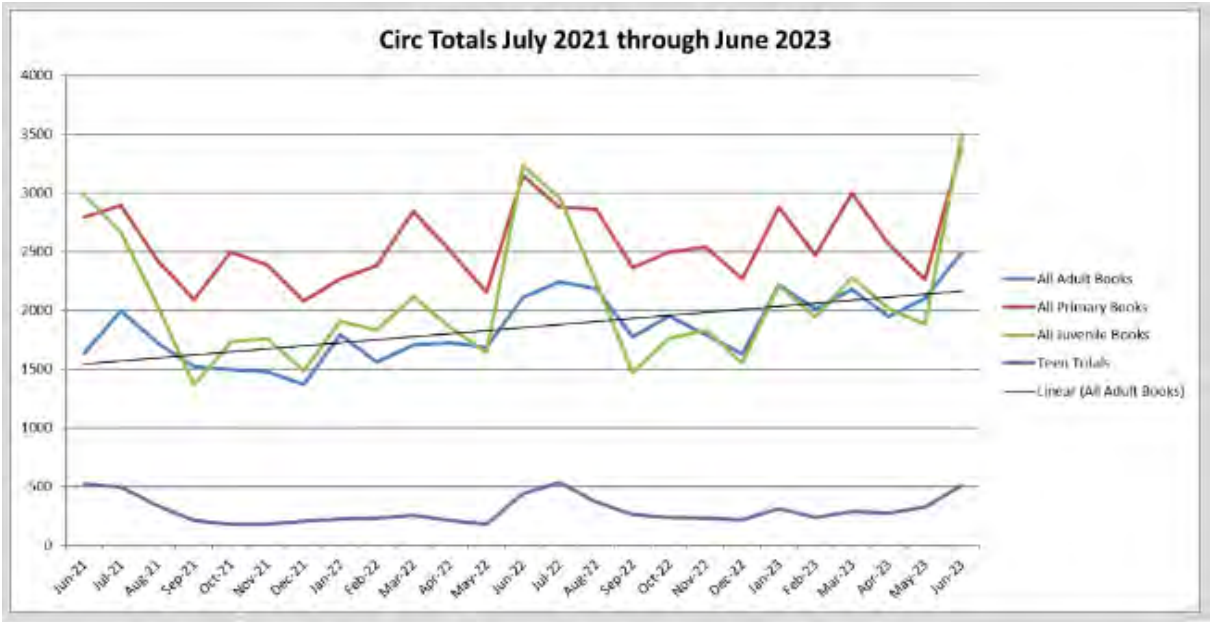
The students have begun working with the muralist on the mobile mural for which we received a grant from the Community Foundation of Johnson County. Scroll for pictures of their prep work on the canvas. The mural will be installed on the northwest corner of the library building when it's completed. The idea behind a mobile mural is that if we would like to display it elsewhere in the City, we have that option and also if the building itself undergoes an renovations or construction, the mural could be removed and not damaged.

We are definitely seeing our numbers come back to pre-pandemic times and it's been such fun to have the library bustling with people and programs galore.

New desks and our muralist, Johamy Narvaez, and teens prepping the canvas to begin creating the piece for the mobile mural.

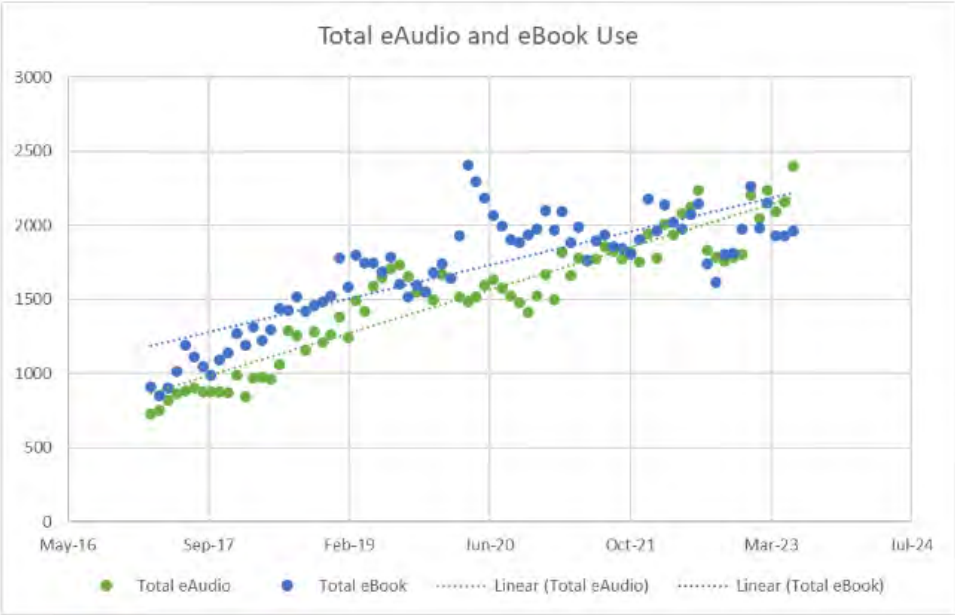
Scroll to page 3 for some collection stats.

Below are the library's monthly circulation totals from the last two years. All the areas are trending up. Please note that the teen collection is a smaller collection so numbers look small but shows continued to increase in circulation.



	2023 Totals	2022 Total	Percentage
Total Adult Books	24497	20143	121.6154
Total Primary Books	32129	29659	108.328
Total Juvenile	25555	23598	108.2931
Total Teen Fiction	3762	3122	120.4997

Circulation comparison of FY22 and FY23 shows continued increases in all age groups.



Overall circulation of eBooks and eAudios continues to grow as you can over the compared to the last eight years. There has been a bit of a dip, but the collection continues to grow and so will the people using it.

North Liberty
IOWA

MEMORANDUM

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

From **Guy Goldsmith, Director of Parks, Building and Grounds**
Date **July 1, 2023**
Re **Monthly Report**

We performed various building maintenance tasks as needed this month.

We maintained equipment as needed, performing preventative maintenance making repairs to ball field maintenance, mowing, trimming, and landscaping equipment.

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

We continue to maintain ball fields and facilities. Fields have been very busy during the week and on weekends with scheduled tournaments. Our sports field maintenance team continues to provide weekly and weekend field maintenance as well as soccer field maintenance and line painting.

We continue to mow approximately 275 acres weekly. Trimming has increased due to seasonal weed pressure. The crew trimmed back overgrowth along the entire main bike trail from Penn Street to Forevergreen Road. Staff mowed our low maintenance detention pond areas. These areas are mowed twice per year.

Parks Department staff spent a great deal of time on landscape maintenance this past month. Due to the lack of rain, we have been watering daily. The weed pressure has also been a challenge. We have a great group of full-time/seasonal employees who have been doing an outstanding job with our landscapes.

The Penn Meadows splash pad continues to be very popular during the recent hot weather. We clean and tidy the area daily.

Parks staff performed monthly playground inspections.

Park staff treated all the city owned ponds with beneficial pond bacteria as a preventive to help reduce algae blooms and maintain water clarity.

The West Penn Street welcome sign now has the new city logo engraved on it. Kelley's Stone Engraving from Marion did a great job.

In preparation of the Penn Meadows Park parking lot improvements project, Parks staff relocated the north shelter east of its current location and near the 4-plex ball complex. We also removed all of the concrete parking lot bumpers and signs in preparation of the upcoming project.

Parks staff installed a new memorial bench at Beaver Kreek Park.

I attended multiple meetings with Shive Hattery this past month. City Admin building construction, upcoming Penn Meadows Park north Parking Lot Improvement Project and Centennial Park “Next Stage” planning.

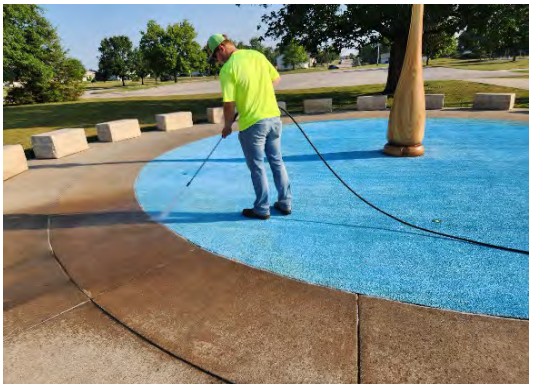
The DNR Free Fishing weekend was held on June 3rd at Liberty Centre Pond.

Planning and preparation continue for the July 8th Blues & BBQ celebration.

Daily and weekend ball field maintenance.

Low maintenance detention pond mowing.

This month we continuously watered landscape areas and weed pulling due to dry conditions.




Weekly splash pad and shelter power washing.


Monthly playground inspections and repairs.

Pond treatment was added to all City owned ponds for algae blooms and water clarity.

West Penn Street Welcome Sign with our new City logo.

(Old location) (New location)

North Penn Meadows Park shelter relocated due to the upcoming parking lot expansion.

Penn Meadows Park old shelter concrete pad cut up into rectangles and will be repurposed on future park bench installations.

New memorial bench at Beaver Kreek Park. Concrete slab reused from the Penn Meadows Park shelter relocate. Bench paid for by the Alli Olsen family.

North Liberty Police
Monthly Report
June 2023

Training:

- Members attended monthly Canine, Tactical Team, and Honor Guard Training (56 hours)
- Investigator Rockafellow attended Preventing Targeted Violence in Moline Illinois. He is one of our ALICE instructors as well. (16 hours)
- Zack Jirak Continues with ILEA basic police training at Camp Dodge. (160 hours)
- Two officers attended Police Mountain Bike Officer Certification Training in Moline. (64 hours)
- The Chief and the Admin Lt attended the Iowa ACTS training in Coralville. This is the legislative update for changes to the code. This included a case law update presented by the AG's office. This information is then brought back to the department for officer awareness and policy changes (16 hours)
- The Chief attended two training session on High Risk/Liability and a HR course through ICAP. Since we are not members of ICAP, this is provided as partners with the Iowa Police Chief's Association membership. (2 hours)

Traffic Contacts	437
Parking Contacts	74
Vehicle Inspections	16
Vehicle Unlocks	22
Crash Investigations	21
Public Assists	459
Assist other Agency	142
Crimes Against Persons Report	12
Crimes Against Property Report	17
Other Reports	40
Arrests	38
Warrants	4
Alcohol/Narcotics Charges	11
Crimes Against Persons Charges	12
Crimes Against Property Charges	12
Other Charges	22
Animal Calls	64
Total Calls for Service	2352
*Total Calls for Service for the year	**12732**

Public Relations:

- Our community outreach officer, Jordan Gallagher and Admin Lt, Rueben Ross, assisted at a Community Violence Intervention with juveniles and their family members in Iowa City. This was at the request of the new Johnson County Community Violence Intervention Coordinator.
- Chief attended the Mexican Consulate meeting hosted by the University of Iowa Department of Public Safety.
- Lt Landsgard coordinated the house move through town, and the officers working the overtime project will be billed to the House Movers.
- Two officers attended the visitation of Retired IC Captain Mike Brotherton (and swim instructor for NL).
- Officers continue to stop in and visit at the public events like the Ranshaw House Concert Series.
- Officer Gallagher attended the Let Love Fly event and had kids stamp the patrol car in rainbow colors. It was a great turnout.
- CSO Gallagher received two speed complaints from concerned citizens. In response, he deployed our radar trailers to gather data on the driving behaviors in the areas and passed this information on to the complainants as well as the Patrol Division for extra patrol if there were any known patterns.

Equipment:

- Got the purchase order process completed for two new admin vehicles for investigations and the Patrol Lieutenant replacement of his truck. The old truck will remain as a fleet vehicle and used for the community outreach position.

- We continue to work with our police/dispatch records software vendor to try to capture accurate codes for reporting purposes. We also are experience issues with TAC-X for not having our calls for service at the PD updated, seamless transfer of our crash reports and traffic citations entered into the master name index and working to upgrade all the vehicles with the Computer Automated Geotracking with dispatch.

Enforcement/Crime:

- Investigations, with the help of NL Fire Department and neighbors followed up on property damage from fireworks in Cedar Springs. One juvenile took responsibility for the damage and setting off the fireworks and was cited.
- Investigations conducted a control buy with a minor to see if the fireworks vendors would sell fireworks to a juvenile. Both vendors provided fireworks to the juvenile resulting in a failed compliance check. The employees were cited for a simple misdemeanor state code violation.
- Three juveniles were caught breaking into the fireworks stand on HWY 965. The employees caught them in the act and the juveniles were charged with aggravated theft (formerly known as Robbery) for attempting to steal the items and then fought with the employee as they were trying to get away.
- Officers conducted home house visits for the 17 registered sex offenders in town. All were accounted for.
- To review any criminal complaints for the month List of Criminal Complaints | Johnson County Iowa or see North Liberty Calls for service go to Joint Emergency Communications Center (jecc-ema.org)

Department Admin:

- Cyber Crimes investigator Bruce Sexton resigned from his position at the JFACT for personal reasons. We will attempt to find a replacement in the coming months. He will go back to patrol.
- The records department completed the 2022 annual report and will release it on the website.
- We updated several policies to be consistent with the new laws signed. Mostly they deal with changing the name of DHS to HHS and the officers have statewide jurisdiction since we are state certified peace officers. We also had a recommended change from Lexipol about the using the term Taser instead of Electronic Control Device (ECD) since Taser is a brand name. The verbiage was changed in our use of force policies.
- A new simple misdemeanor juvenile diversion program is up and running in Johnson County. All staff were briefed on the procedures that JCS will be using for the diversion program.
- All staff were reminded about the victim compensation program and provided a quick referral guide.
- Chief drafted a letter in support of Federal funding for CommUnity and UAY to open a juvenile shelter. The local one we have is closing July 1st and they are no longer accepting kids. This is a continued need for homeless and juveniles who run away and need housing.
- Records Supervisor and the Chief met with the director of DVIP to see what we can collaborate for training, resource handouts, and service provider referrals for victims of domestic abuse.
- Chief attended the ILEA council meeting, Chief's meeting, and several Community Violence Intervention meetings about getting that program started.
- All staff were given the parameters for when 911 calls or non-emergency calls will be transferred to the 988 number for mobile crisis response. This will be used for mental health and suicide idealizations calls. If it does not fit the parameters, or mobile crisis are not available or if the circumstances change to a higher threat level, law enforcement will be

requested to responders. This is a draft protocol since Johnson County is a pilot project for this type of response. We will make changes as the need arises.

Respectfully Submitted by Chief Diane Venenga and Alisha Ruffcorn 7/6/2023

Let's Rewind 2022

The North Liberty Police Department Year End Report

Featuring

Chief Diane Venenga

Lieutenant Tyson Landsgard

Sergeant Creighton Regenwether
Sergeant Rueben Ross
Sergeant Mitch Seymour
Sergeant Chris Shine

Investigator Travis Clubb
Investigator Bryan Davis
Investigator Casey Wood

Officer Spence Madole
Officer Jordan Gallagher
Officer Chuck Tygart
Officer Rhonda Hayes
Officer Ben Campbell and Partner Falco
Officer Ryan Rockafellow
Officer Juan Santiago
Officer Rick Vazquez
Officer Bruce Sexton
Officer Joel Miller
Officer Scott Sammons
Officer Andy Jennings
Officer Eric Kapfer
Officer Justin Jacobi
Officer Liz Monroe

Adminstrative Assistant/Records Supervisor Alisha Ruffcorn
Records/Evidence Clerk Lauryn Rich

Chief's Message

In 2022, the classification of COVID changed and restrictions were gradually lifted which meant we were able to hold in-person meetings, trainings and community events. COVID still had an impact on the department when responding to calls, as well as individuals and families being sick. I also believe COVID still had an impact on the crime rate in North Liberty. We only had a slight increase in calls for service (by 140), where in years past it was generally over 1000. Other categories we track were also comparable to the numbers posted in 2021 and will be explained further in the tables and pages to follow. When reviewing these numbers, I anticipate that North Liberty will continue to be listed as one of the top 20 places to live in Iowa.
(NL #13 www.safewise.com).

Firsts

- The department celebrated several firsts in 2022. Each item below is an example of both how far this department has come and our commitment to continuing to move forward.
- We celebrated our first retirement when Juan Santiago retired after 15 years of service.
- We were the first agency in Iowa to get an InVeris Virtual Reality Training simulator. This is a decision making and force on force device that allows us to work on two officer responses, de-escalation skills, and duty to intervene scenarios. Devices such as this are the future of law enforcement training, and we are very excited for this opportunity.
- Officer Joel Miller became the first North Liberty officer to hold the title of Commander for the Johnson County Metro Bomb Team.
- Officer Andrew Jennings retired from the Johnson County metro dive team after 10 years being with the team.
- We purchased our first Trek E-bike for bicycle patrol.
- The mandatory process of migrating our Uniform Crime Reporting data from the State's antiquated and obsolete server to their iCrime site was completed by our software vendor. This format provides a more efficient snapshot of reported crimes not only to the state, but also the FBI.
- We became Internet Crimes Against Children (ICAC) affiliated. This means we will be receiving and investigating crimes against children in North Liberty and the surrounding area. This affiliation will also increase funding opportunities for training and technology for these investigations.
- We completed year one of a two-year study on traffic stop data. An outside researcher reviewed our stops to see if there is disproportionate number of minority contacts and the specific outcomes.
- The department paired up with Coralville Police, Johnson County Sheriff's Office, and CommUnity to hire a mental health liaison. Kieonna Pope is housed at our station and has been responding to crisis calls and performing follow up for the three agencies. This position has been a great addition not only for us, but our community members.
- At the beginning of the year, we hired two veteran officers when Rhonda Hayes and Jordan Gallagher joined our ranks. This was a new adventure and partnership with the officers' Union to allow lateral transfers. They have both been a wonderful addition to our NLPD staff.

Awards

- Officers Andy Jennings and Justin Jacobi received Life Saving awards for successfully using CPR and an AED at a cardiac event call.
- Officer Liz Monroe was nominated and selected as the 2022 Officer of the Year

Community Outreach

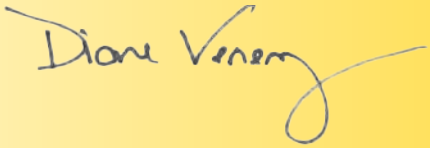
- Our Community Service Officer, Bryan Davis, was invited and attended several community events throughout the year.
- We hosted our second mini police academy for area high school students.
- Officers participated in the Summer Send-Off kickball tournament.
- Officer Madole once again put together Thanksgiving meals for local families. Z's Catering prepared 35 meals for families and individuals who expressed interest in the program via the pantry and schools.
- City staff, department staff, and members of the community came together to provide gifts to eight families for Christmas. We also hosted a pizza party for the families who were able to participate.

Training

Training continues to be a high priority for this department, and we strive to find and send officers to the best training that is available.

- Attended the base State ongoing training requirements.
- All officers completed the Active Bystandership for Law Enforcement (ABLE) that was formulated from Georgetown University. During this session, two in-house instructors covered mental health and the well-being of staff. https://www.law.georgetown.edu/cics/able/
- Officer Rick Vazquez became a certified firearms instructor for the department. This role consists of extensive training at the police academy, so we are pleased that we continue to have officers interested in taking on this added responsibility.

In conclusion, 2022 has been another productive year for this department and I take great pride in being North Liberty's Police Chief. Across the state, agencies have had a difficult time recruiting and retaining officers while our department has remained strong. The department appreciates the support that has been shown to our members from our city leaders, business and community leaders, and residents. I am proud to work with the talented members of this department who continue to provide dedication, professionalism, and selfless service to our community. We are looking forward to having a safe and productive 2023.



North Liberty Quick Facts

Estimated Population: 21,390

Size of the town: 9.12 Miles

Breakdown of the population by Age

Under 5	9.1%
Under 18	31.9%
Between 18 and 64	52.4%
65 and Over	6.6%

2022 Government

Chris Hoffman	Mayor
Ashley Bermel	Councilor
RaQuishia Harrington	Councilor
Erek Sittig	Councilor
Brent Smith	Councilor
Brian Wayson	Councilor
Ryan Heiar	City Administrator

2022 City Projects

Work began on the new City Hall building located next to the police station-In Progress
The first phase of the Dubuque Street rebuild and realignment-Completed
Connection of Jones Blvd from Penn to 240th-Completed
Ranshaw way between Zeller and Hawkeye update-Completed
Work began on the University of Iowa Hospital-In Progress

Who we are as a Department

Our Mission Statement

Improve the quality of life in North Liberty by enhancing public safety through cooperative partnerships with our evolving community. We are responsible for protecting life and property, enforcing laws, and taking appropriate actions to deter crime and disorder. We will inspire the public's trust and protect the Constitution Rights of all citizens.

Our Values

We take responsibility for the efficient, effective, innovative, and proactive approaches to meeting the demands of our crime prevention and law enforcement services. We remain dedicated to service and are committed to striving for excellence, focusing on the following core values in our personal and professional lives:

Integrity - We hold ourselves accountable to the highest level of honesty, truthfulness, and ethical conduct. These traits are central to all the values we embrace and are the foundations of community trust.

Pride - We take pride in our work and in serving our community by setting an example for others to follow.

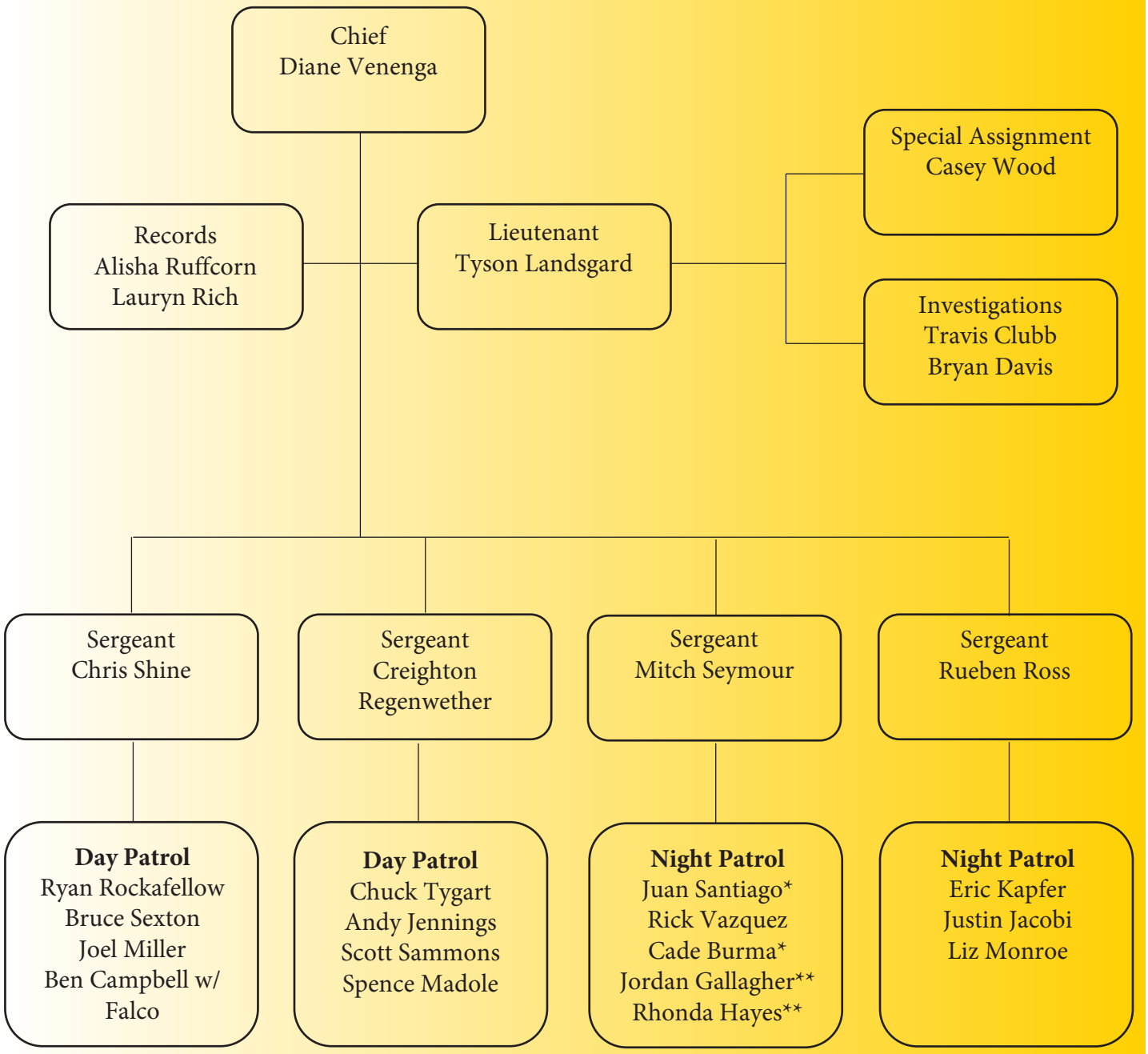
Quality Service – We will provide quality service in a courteous, efficient, and accessible manner. We foster community and employee involvement through problem solving and partnerships in a way that best serves the community.

Respect - We hold respect for human life above all and we will ensure that all persons are treated with equality, dignity, and courtesy.

Courage - We recognize the inherent dangers within our profession and are willing to place the safety of others above our own.

Professionalism - We commit to the highest level of professional standards through the development of highly trained, motivated, and dedicated members to public service.

Organizational Chart



*Officer Santiago Retired in July
*Officer Burma Left in March

**Officer Gallagher Joined in April
**Officer Hayes Joined in March

Divisions Within Department

Investigations

In 2022 the investigations division saw an increase in the number of cases handled between the two investigators. In 2022. 85 cases were referred to the Investigations Department. Of those, 85, 4 remain open, 61 were closed, 8 resulted in charges filed and arrests and 5 were unfounded.

Drug Task Force

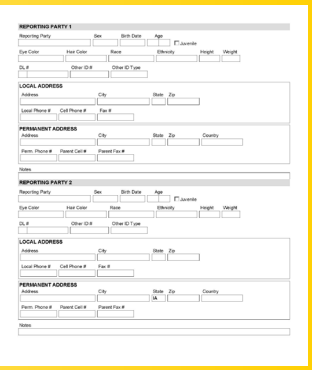
Nine (9) cases were handled by the drug task force member in 2022. Five of the cases were located in North Liberty, the other four (4) were in the surrounding areas and all were closed out. Eleven (11) people were charged with the charges breaking down to 15 felonies and 12 misdemeanors. Four (4) firearms were also seized from individuals who were involved in the cases.

K9

The department welcomed our first K-9 in 2017. Falco, a Belgian Malinois, was obtained thanks to support from the City and members of the community. To keep Falco comfortable and safe, a special vehicle was purchased for the K-9 unit. The vehicle includes a quick release for Falco in case the duo are in an emergency situation. There is also an interior temperature system that sounds an alarm and rolls the windows down. Our Belgian Malinois, Falco, continues to be an asset to not only our department, but the county. Last year he, along with his handler, was dispatched to 87 calls. This was up from 77 the year before. When not on calls, you can often see him and Officer Ben Campbell at events happening in town. He is definitely the most popular member of our department.

Records

If you need a report, call for service, a golf cart permit, a fingerprint, or salvage inspection appointment, or just need to speak to the officer handling your case, our records department is here to help. Our office is open Monday-Friday from 7 AM-4:30 PM except during holidays and the occasional training. You can reach them at (319) 626-5724 or via email records@northlibertyiowa.org. If you need an officer dispatched to you, please call (319) 356-6800 and JECC will have one sent to your location. That number is available 24/7 and is good for all of Johnson County.



REPORTING PARTY 1

Reporting Party | Sex | Birth Date | Age | ☐ Juvenile

Eye Color | Hair Color | Race | Ethnicity | Height | Weight

DL # | Other ID # | Other ID Type

LOCAL ADDRESS

Address | City | State | Zip

Local Phone # | Cell Phone # | Fax #

PERMANENT ADDRESS

Address | City | State | Zip | Country

Perm. Phone # | Parent Cell # | Parent Fax #

Notes

REPORTING PARTY 2

Reporting Party | Sex | Birth Date | Age | ☐ Juvenile

Eye Color | Hair Color | Race | Ethnicity | Height | Weight

DL # | Other ID # | Other ID Type

LOCAL ADDRESS

Address | City | State | Zip

Local Phone # | Cell Phone # | Fax #

PERMANENT ADDRESS

Address | City | State IA | Zip | Country

Perm. Phone # | Parent Cell # | Parent Fax #

Notes

Patrol Unit

Traffic Stops and Citations

In 2022 the department issued 636 traffic citations out of 3,537 traffic stops. Even though we saw more stops in 2022, the percent of individuals cited remained pretty similar. Eighteen (18) percent of drivers were issued citations compared to seventeen (17) last year. The main goal of our officers conducting traffic stops is to change driving behavior and stop public safety threats. Below are five violations that made up eighty percent of the citations issued.

Speeding-This category continues to be the largest number of reasons for traffic stops and citations. This year, 311 citations were issued for individuals exceeding the speed limit. This number is considerably less than what we saw in 2021. In 2022, we saw a twenty-eight (28) percent decrease in tickets for speeding violations. While it is good news that less citations were issued for speeding, there were still some big numbers put up by drivers. The highest numbers we saw in town were:

73 mph on Ranshaw Way North (posted limited is 45)
65 mph on Front St (posted limit is 30)
65 mph on W. Penn [posted limit is 45)
63 mph on Ranshaw Way South (posted limit is 45)
57 mph on Ranshaw Way South (when it was 25)

If there are areas or neighborhoods where you are concerned about motorists speeding, you can always request the mobile speed trailer through the City's online web form.

https://northlibertyiowa.org/departments/police/speed-trailer-request/

Registration Violations-The second most cited violation is for vehicles whose registration is expired. Vehicles cannot be on the roadways if the registration is not current. This also applies to vehicles that are parked on public streets. Registrations can be paid one month before or after your expiration date. Individuals who fail to renew during their renewal window risk not only receiving a citation, but are assessed a penalty at a rate of 5% of the annual renewal amount, per vehicle, per month.

Failure to Obey Traffic Sign/Device-In a change from last year, this category moved from the seventh most cited violation to the third. These citations are issued to individuals who proceed through traffic lights or signs without stopping.

Driving While Suspended-Suspension occurs when a court fine is more than 60 days past due. If you receive a citation for driving suspended, a conviction can result in a fine of $1,500 and up to a year in jail. It may also cause the length of your suspension to be doubled for certain convictions.

Failure to Stop in Assured Clear Distance-Citations for this violation are issued when there is an accident. There is no scheduled fine for this, instead, the receiving party has to appear in court to answer to the charge.

After a huge spike last year, officers only issued seven (7) violations for passing school buses. We always encourage motorists review the bus laws, especially before school starts for the year. It is also important to go over the laws with the teens in your house who will be driving back and forth to school. The penalties for passing a stopped school bus are:

1st Offense: Fine of at least $250, but no more than $675
The court may order jail time not exceed 30 days in lieu, or addition to a fine
Suspension for 30 days
2nd Offense: Fine of at least $315, but no more than $1,875
The court may order jail time not to exceed one year
Suspension for 90 days
3rd Offense: Fine of at least $315, but no more than $1,875
The court may order jail time not to exceed one year
Suspension for 180 days

As you can see, the consequences can be pretty steep. We recommend the below website to brush up on the laws and if you have questions, you can always reach out to us here at the PD.

https://iowadot.gov/schoolbus/highway-safety/requiredstopping

Payments

If you find yourself with an issued a citation, where a court date is not mandatory, it is important to either contest the citation in court or pay the fine. Failure to pay fines by their due date can result in:

-Probation revocation proceedings
-Contempt of court proceedings
-Your Iowa income tax refund going to the total
-A hold on your ability to register vehicles
-Suspension of your driver's license

The links below contain resources for either paying the citation or setting up a payment plan.

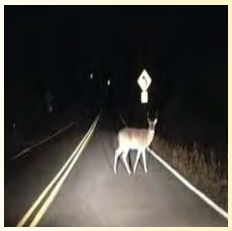
https://www.iowacourts.state.ia.us/ESAWebApp//DefaultFrame

https://www.johnsoncountyiowa.gov/county-attorney/unpaid-court-fines

Motor Vehicle Accidents

The number of accidents reported to our department remained consistent with the total from 2021. In 2022 we covered 267 accidents which is three (3) less than the previous year. All of the accidents can be broken down to five categories:

Deer/Property (6 reported)-The best way to avoid hitting a deer is to be alert. If you see one, more than likely, another one is not too far away. However, no matter how much you pay attention, there are times when hitting a deer is unavoidable. In those instances, reduce your speed, stay in your lane, maintain control of your vehicle, and do not swerve to avoid. You can brake hard, but only if there is nobody behind you. Even with all of these preventative steps, accidents will happen. Depending on the severity, you can call 911 or the dispatch number to have an officer come to your location.



Hit and Run (43 reported)-This category is just as it sounds. It is when a motorist hits another vehicle and drives off without providing their contact and insurance information.

Personal Injury (11 reported)-An accident is put into this category when there is a known injury to an individual involved in the accident.

Property Damage (195 reported)-This is the most common type of accident we see and is what you would think of as a traditional accident. There are no injuries, just damage to property.

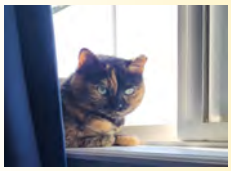
Unknown Injury (12 reported)-This is different from a personal injury accident in that the reporting party is not sure if there is an injury.

When Accidents Happen.....

1. Call the police. Even if the accident does not fulfill the requirements for a full report, a call for service will be created. It is also in your best interest to call in case the other party has any restrictions on their driving.
2. If you can move your car safely off the road, then do so to avoid a secondary collision
3. Have your insurance information and license ready
4. Take pictures for your records
5. Obtain a copy of the information exchange. This can be either from the other party, or from the officer. Your insurance company will need this when processing your claim.
6. Have your insurance company reach out for a copy of the report

Note: If you do not end up calling the police and your insurance company is requesting a report, the link below is for the self-reporting accident form from the DOT.

https://iowadot.seamlessdocs.com/f/IowaAccidentReport



Animal Calls

Bite calls can involve the victim's own pet, or from a run in with a stranger's pet. When a victim sees a doctor for a bite, the doctor faxes us a copy of the bite report from the Johnson County Health Department. Our officers then follow up with both the victim and owners to make sure the pet has received their necessary vaccines. Animals that are not up to date with their vaccines are required to be quarantined for ten (10 days).

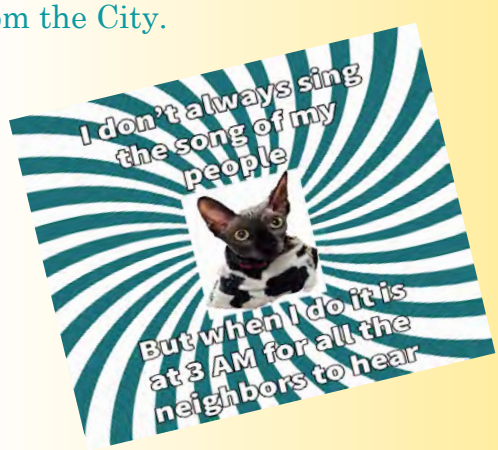
General calls can be anything animal related. It is used as a catch all for animal calls. Some examples: animals not on leashes, sick/injured raccoons or other wild creatures, noise, pets at large, etc.

The **carcass** category is not only for domesticated animals. The majority of the carcass calls involve wild animals such as deer, rabbits and raccoons.

Found and Lost are for when animals are found by officers or the public, and when a pet goes missing. Found animals are picked up by either our officers, or a member of the Street Department. Just call dispatch at (319) 356-6800 for someone to swing by and pick it up. If your furry family member goes missing, you can call the office at (319) 626-5724 and our records staff will take down all of your information. We also recommend using Nextdoor and Facebook to make a missing animal post. Facebook has a missing pets page that is tailored to the North Liberty area. You can also call the Cedar Valley Human Society at (319) 362-6288 to see if your pet was picked up.

Neglect is called in by concerned members of the community who witness a situation where they are concerned for the safety and well-being of an animal.

The **Noise** category is exactly what it is...animal noise. In the code of ordinances, any animal that barks, bays, cries, howls, or emits any other noise continuously for a period of ten (10) minutes or barks intermittently for thirty (30) minutes or more will be considered a nuisance. Failure to rectify the situation after multiple complaints can result in a municipal infraction from the City.



2022 Categories

Bites	25
Carcass	26
Found	87
General	223
Lost	48
Neglect	39
Noise	73
Total Calls	**521**

Parking Tickets

In 2022, the department issued three hundred and thirty-seven (337) parking tickets for the list of violations below. Of those tickets, fourteen (14) were written for multiple violations.

10' of Intersection Crosswalk	1	Official Sign Prohibits Parking	19
18" From Curb	1	Parking in Cul-de-Sac	1
5' From Hydrant	2	Parking in Bulb	1
Adjacent to Curb	1	Snow Emergency	234
Blocking Sidewalk	5	Storage Over 48 Hours	16
Disabilities Parking Spot	13	Trailer	14
Left Wheel to Curb	32	Unregistered Vehicle on Street	12
No Parking Odd/Even	2	**Total**	**354**

Of the violations on the list, there are a few we get questions about.

Why did I get a ticket for parking left wheel to curb?

This violation is not North Liberty specific, it is a violation in every city and state. The only time you can park left wheel to curb is on a one-way street. When you park left wheel to curb, you go into on-coming traffic, which can cause a dangerous situation for yourself and other drivers.

What does storage over 48 hours mean?

Per the City code, cars that are parked on the street need to be moved every forty-eight (48) hours. This prevents individuals from storing vehicle on the street.

Why can't I park my vehicle on the street if the registration is expired?

Vehicles that are on a public street need to be registered. Like the left wheel to curb, this is not North Liberty specific.

How do I find out if a snow emergency has been declared?

Snow emergencies are declared by the mayor when the forecast calls for a significant snowfall. They also automatically go into effect when the snow total reaches two inches. When a snow emergency is declared, you can find the information on the City's social media platforms, local media channels and websites. You can also call our office to confirm one is in place.

Is there a way to appeal a ticket?

Yes, we do have an appeal process for all tickets. To request a form, call our records department at (319) 626-5724, or email them at records@northlibertyiowa.org. They will send over the form for you to complete along with details on how the process works.

Calls for service

A call for service is created whenever an officer is dispatched to a call. This record contains the information given to the dispatcher from the reporting party. In 2022, the department recorded 16,182 calls for service. This number is from just the primary officer being dispatched and not any additional officers who may have assisted on the call. Below are the top categories for 2022 along with a brief description.

911 Hang Up Call: These are calls made to 911 and the person on the line disconnects from dispatch. These calls can be related to a case, but the majority are from accidental dialing on a phone or smart watch. Since the release of the first smart watch, the department has seen an over 500% increase in 911 hangup calls.

Phone Requests: This category is for when callers want to speak to an officer. This can be for a general question, or for a case they are involved in.

School Patrol: During the school year, officers will drive around the schools to watch for any issues that may need addressed. Their presence is to deter speeding and any other traffic violations.

Extra Patrol: This can be from individuals who are going to be out of town and have requested the service, areas where previous crimes have been committed, etc. Basically, it is any area that the officers know of that could use a little extra attention.

Parking: Parking calls come from the officers viewing the violation or community members call in a situation.

Assist Other Agency: This category is for when our officers assist either other law enforcement agencies, or the North Liberty Fire Department.

Traffic Stops: Stops made by officers that result in citations, warnings, investigations, and arrests.

Animal Calls: This includes animals at large, barking/noise,neglect, missing and found pets, etc

Suspicious Action, Person, or Vehicle: calls can be called in by concerned citizens, or when an officer views a situation while out on patrol.

Public Assists: When an officer is needed to perform a service that benefits a member of the community.

Incident Reports

When a call requires a little more information, an investigation, or arrest charges, an incident report number is created by a JECC dispatcher. For our department, the number will start with an N which signifies North Liberty. These reports are broken down into three categories.

Persons-Reports that involve crimes that are committed against a person

Example: Two people get into a car accident. When exchanging information, an argument begins, and one driver ends up punching the other.

Reason: Even though it started with a motor vehicle accident-property only, once the driver physically strikes the victim, it becomes a crime against a person.

Property-Reports when property is involved in the crime/offense

Example: An individual walks into a store, and when the clerk is not looking, takes some items, and leaves.

Reason: The offense is shoplifting which is a theft offense. Property was taken from from the store so it falls into the property crime category.

Other: Reports for any other type of offense or call

Example: An officer pulls over an individual for running a red light. When they run the driver, they noticed that they are driving while barred. Since the victim of the crime is neither a person or property, the report would fall into the other category.

One of the most common questions asked over the last couple of years involved Covid and if we saw an increase in reports filed. While I'm sure many cities saw this happen, we were fortunate not to see that trend. Below is a chart showing the reports taken by our officers from 2018-2022.

Arrests

In 2022, the department arrested three hundred and seven (307) individuals which is slightly lower than the previous year. Of those arrests, there were four hundred and thirty-four (434) charges written. The top charges for 2022 were:

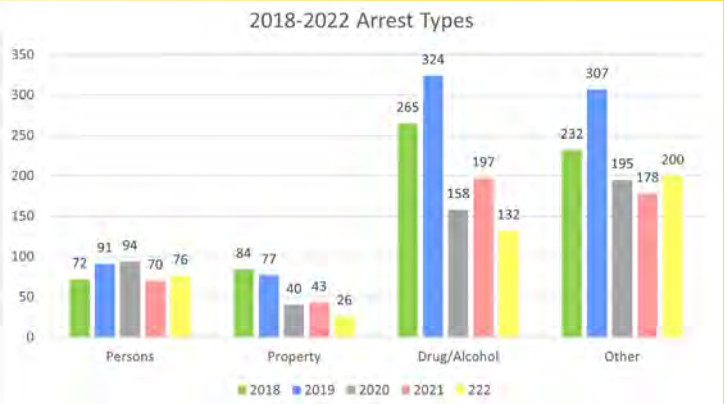
Warrants	66
OWI (1st, 2nd and 3rd)	51
Controlled Substance	48
Domestic Abuse Assault	40
No Contact Order Violation	28
Driving Barred	24
Theft (1st, 2nd, 3rd, 4th and 5th)	19
Drug Paraphernalia	14
Driving Revoked	13
Interference	13
Public Intoxication	10

When preparing any kind of report or statistics sheet, we break all of our arrests down into four (4) categories. They are the same as the incident reports, with the addition of a drugs and alcohol category.

Persons Charges	76
Property Charges	26
Drugs/Alcohol	132
Other	200

Every charge is assigned a NIBRS code that is used for reporting statistics to the FBI. NIBRS stands for the National Incident Based Reporting System. It is important that we properly report our offenses because we use those numbers when applying for grants.

In 2021, the state began the migration to the new repository in order to be in compliance with the FBI's requirements. The program started off with some challenges, and the vendors were still tweaking items in 2022. Eventually, the program became easier to use and the statistics were more reliable and accurate than previous years.



Special Assignments

Johnson County Metro Bomb Squad

We have one member who has been on the bomb squad for eight (8) years. The squad responds to incidents where a suspicious package or a threat is made to a location. Last year they had 12 call outs. Another of their duties is to help with security for events. On football weekends they can be found sweeping Kinnick prior to the Iowa football games.

Johnson County Metro Dive Team

The purpose of the dive team is to help with the rescue or recovery of items and persons who end up in the water around Johnson County. There are times when the team is called to help with missions in other counties. Officer Jennings has been a member of the team for the last ten years. In 2022 he made the decision to hang up his wet suit and retire from the team. We appreciate the work he did with the team and how he represented this department.

Specialized Emergency Response Team (SERT)

This team is activated for planned and unplanned high risk calls with a known history of violence, weapons, or a propensity to cause injury. We currently have two (2) department members on the team. One officer joined in 2018 and the other followed in 2019. 2023 will see a change in who we have on the team due to one member being promoted to sergeant.

Honor Guard

The group consists of fifteen (15) members from all of the agencies in Johnson County who train quarterly at the Iowa City Readiness Center. The guard's primary duty is to provide funeral honors to area law enforcement officers who are killed in the line of duty. They also provide ceremonial support to various agencies and events. We have two officers who have been on the team since 2019.

Bike Patrol

When the weather is nice, or there is an event in town, you may see some of our officers performing bike patrol. We currently have nine (9) certified bike officers. In order to be certified, they must attend a 40 hour course. Last year we purchased our first Trek e-bike, so you will be seeing one of our officers patrolling areas on it.

Unmanned Aircraft Systems

In 2021, our department partnered with the North Liberty Fire Department and Johnson County EMA to purchase an unmanned aircraft system (UAS). The UAS has been used in search and rescue calls, high risk tactical applications, fire/hazmat incidents, community outreach demonstrations, and training. Our department currently has five (5) officers who are certified to operate the system.

Total Pilots: 5
Total Flights: 202
Total Flight Time: 24:72:00

**Flight records are only listed when an NLPD Officer is the remote pilot in command (RPIC)

Crime Scene and Crash Scene Application: A UAS may be deployed to conduct crime scene and collision scene documentation by taking aerial pictures and videos that will be used as evidence. **Number of Flights: 10**

Search and Rescue: A UAS may be may be deployed in an effort to locate missing or endangered subjects where an aerial view would benefit the search. Search and rescue may also include looking for injured persons stemming from a disaster. **Number of Flights: 10**

High Risk Tactical Applications: A UAS may be deployed in an effort to protect officers from unnecessary exposure to danger and minimize the risk of injury to bystanders, officers and suspects, and enhance the likelihood of bringing peaceful resolutions to potentially deadly incidents. **Number of Flights: 28**

Event Security: A UAS may be used at large public events where a view from above may be a benefit to officers charged with protecting those in attendance. **Number of Flights: 0**

Disaster Response: A UAS may be deployed to gather aerial views of damage from disasters, whether they are natural or man-made. Search and rescue may be part of this response. **Number of Flights: 0**

Fire/Hazmat Incidents: A UAS with thermal camera capabilities may be deployed to assist Fire in detecting and addressing hotspots. A UAS with a camera may be deployed to hazmat incidents where reading a hazmat placard from a distance is needed. **Number of Flights: 14**

Community Outreach Demonstrations: In an effort to encourage public trust and effectively engage our community, a UAS may be part of a community meeting or special event such as the Community Police Academy. **Number of Flights: 1**

Training: The UAS pilots will deploy UAS for training missions to maintain readiness and their certification. **Number of Flights: 139**

Training

Once an officer graduates from the academy, it does not mean that they stop learning. It is important in this profession to keep current on the trends and new techniques that are out there. We saw more in-person training in 2022, but courses offered on-line continue to be a popular medium. Some of the training hours listed below are for the specialized programs officers are involved in. Members of the bomb squad, canine, dive team, and tactical team train monthly with their organizations, while the honor guard meets quarterly.

January

-Members attended monthly Canine, Bomb Squad, Tactical Team, and Dive team (64 hours)
-Two members attend quarterly Honor Guard Training (16 hours)
-Officer Jacobi is continuing Field Officer Training
-Three attended online training on TikTok and Snapchat forensic investigations (6 hours).

February

-Members attended monthly Canine, Bomb Squad, Tactical Team, and Dive team (64 hours)
-Officer Jacobi is continuing his Field Officer Training
-All members attended a 30 minute online Zoom meeting with the Guidelink Center on the services they provide for all law enforcement. (12 hours)
-All officers attended an online course on mental health called the Shield of Resistance (10 hours)

March

-Members attended monthly Canine, Bomb Squad, Tactical Team, and Dive team (64 hours)
-Officer Jacobi completed his Field Training and was released to solo patrol on night shift.
-Two officers attended tactical medical training in Des Moines. (16 hours)
-Officer Rockafellow attended the National Life Saver's Conference in Chicago funded by GTSB. He completed the annual grant and represented NLPD at these events. (32 hours)
-Chief attended part one of the FBI-LEEDA Supervisor Trilogy in Cedar Rapids (40 hours)
-An officer attended the online Understanding Implicit Racial Bias Learning Exchange (6 hours)

April

-Members attended monthly Canine, Bomb Squad, Tactical Team, and Dive team (64 hours)
-Two certified officers were hired and have started their modified Field Training Program.
-Chief attended online training on Crime Stats and NIBRS for Police Professionals program and reporting information (6 hours)
-On-duty supervisors attended the Reasonable Suspicion annual training for recognizing impaired employees (6 hours)
-Chief and an Honor Guard member attended the Line of Duty Death table top exercise in Coralville for the regional teams (8 hours)
-Lieutenant attended a week-long Managing the Lost Person Incident at the JECC. (40 hours)
-Negotiator attended 3 days at the Illinois Crisis Negotiators Conference in Moline. (24 hours)
-All officers completed online policy review for Firearms and Use of Force. (20 hours)

May

-Members attended monthly Canine, Bomb Squad, Tactical Team, and Dive team (64 hours)
-The 2 newest officers attended the week-long CIT training course for Johnson County. All of our officers have now been through this training (80 hours)
-All officers attended bi-annual range and defensive tactics held at the Cedar Rapids range. Prior to the training, all officers reviewed the Use of Force Policy online. This is taught by NLPD instructors. (232 hours)
-One officer attended the Bomb Team Commanders National Conference. This is required to be the Johnson County Metro Bomb Squad team commander (40 hours)
-Chief and the Lieutenant attended the Iowa Police Chief's Association annual leadership confer ence in Coralville. (48 hours).
-2 Sergeants attended supervisor training for the latest Back the Blue bill changes for internal affairs investigations with Daigle Law Group, hosted at the Chief's conference. (8 hours)
-Chief attended an online class on Iowa records and retention policies. (6 hours)
-A Sergeant attended a mass hazardous tabletop training exercise at the bulk tanks located north of town. (Buckeye Terminals). (3 hours)

June

-Members attended monthly Canine, Bomb Squad, Tactical Team, and Dive team (64 hours)
-Two Sergeants attended 3 days of online training on the police reporting for the National Incident Base Reporting System (NIBRS) from the FBI (48 hours)
-Chief and Lt attended the 2022 Iowa Law Update in Coralville. (16 hours)
-Chief and Administrative Assistant attended an online law enforcement suicide reporting feature for the National FBI reporting system. (1 hour)

July

-Members attended monthly trainings for Canine, Bomb Squad, Tactical Team, Negotiator, Honor Guard, and Dive Team (80 hours)
-Two officers attended the local drone school to become pilots and one of our current pilots taught the class. (44 hours)
-One officer attended a weeklong training on active shooter emergency response. (40 hours)

August

-Members attended monthly Canine, Bomb Squad, Tactical Team, and Dive team (64 hours)
-Two members attend quarterly Honor Guard Training (16 hours)
-Our combat medic instructor taught and ran drills at the joint tactical team emergent care training (8 hours)
-The Community Outreach officer completed training at the JECC for the countywide Project Lifesavers. This is a project to help track individuals that may wander off. Individuals will be referred to the program by their family member(s). (20 hours)
-One officer attended the Firearms Instructor Certification school and Open Site Rifle Instructor school at ILEA (80 hours)
-Two officers went to Glock armorer recertification in Moline, Illinois. (16 hours)
-Chief and Lt attended the US Supreme Court Legal update and impact on law enforcement by Daigle Law Firm. (4 hours)

September

-Members attended monthly Canine, Bomb Squad, Tactical Team, and Dive team (64 hours)
-All officers attended mandatory de-escalation and Active Bystander Law enforcement Training (ABLE). (92 hours)
-All officers completed drive training at Hawkeye Downs. Instruction was provided by NLPD certified instructors and included 30 minutes of online pursuit policy review (92 hours)
-The Records clerk and Admin Assistant attended the Iowa Police Chief's Administration Conference in Iowa City. (16 hours)
-One firearms instructor was re-certified (8 hours)
-One officer attended an online course on financial planning for police officers (2 hours)
-A Sergeant attended the Traffic Incident Management (TIM) conference in Des Moines (8 hours)
-Two patrol officers attended training in Des Moines on Proactive Patrol Tactics. (32 hours)
-Two investigators and two officers attended training on Investigating Threats on social media at the University (20 hours)
-Bomb team member attended a Bomb Making Material Awareness Program at JECC (16 hours)
-One officer attended an online training on Officer and Agency Wellness (8 hours)
-Two defensive tactics instructors attended training on constitutional use of force and street tactics (16 hours)
-Held two days of Virtual Reality Instructor Training for the simulator.
-Lieutenant and a Sergeant participated in a Supervisor and Command Training webinar (3 hours)

October

-Members attended monthly Canine, Bomb Squad, Tactical Team, and Dive team (64 hours)
-One member attended honor guard quarterly training (8 hours)
-Chief attended an FBI-LEEDA Leadership Command Course in Cedar Rapids (40 hours)
-Investigators attended a two-day training in Williamsburg on Child Investigations (32 hours).
-Two officers attended training in Waterloo for CTK interview and interrogations (48 hours)
-The records clerk and Chief attended training at the U of I PD on our police vendor software (Tac10) for user tips and new features (12 hours)

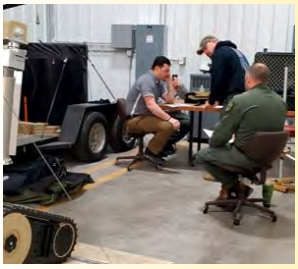
November

-Members attended monthly Canine, Bomb Squad, Tactical Team, and Dive team (64 hours)
-All officers completed the bi-annual firearms training at the Cedar Rapids shooting range for regular and night qualifications. (150 hours)
-An investigator attended an online course on investigative strategies for child abduction cases (8 hours)
-Chief attended a weeklong Executive Leadership Development Course, receiving the trilogy award for FBI-LEEDA. (36 hours)
-Our two tactical team members attended the annual International Technical Officers Association conference with the Johnson County SERT team in Illinois. (32 hours)
-One officer attended the city-wide sponsored training on the Opioid Crisis, Naloxone, Stigma Reduction. (1 hour)

November Continued
-A supervisor attended a 4-hour online course for managing an investigative unit presented by Training Force USA. (4 hours)
-Four officers attended an online screening and discussion for law enforcement for the film "Walking while Black: L.O.V.E. is the Answer" (10 hours).

December
-Members attended monthly Canine, Bomb Squad, Tactical Team, and Dive team (64 hours)
-One new Supervisor attended a weeklong First Line Supervisor Course from Dolan Consulting (40 hours online)
-The admin assistant attended a Uniform Crime Reporting training webinar on reporting officer suicides (1 hour)
-K-9 and handler attended and passed, their 3-day recertification course. (24 hours)
-One officer attended the Iowa Summit on Justice and racial disparities in Ankeny hosted by the State NAACP coordinator. (8 hours)
-Our Cyber Crimes investigator attended an online Automated Tools for digital forensic analysis course (32 hours) and a best practices in Mobile Devices investigations online (1 hour)
-Officers attended a 4-hour online course on Manipulation tactics during interviews. (92 hours)

As you can see, department members spent a considerable amount of time in trainings over the year. In 2022, the department logged 2,596 hours in classroom and online courses, webinars, recertifications, and continuing education. On-going training allows for us to grow and evolve into a department the community can depend on. We continue to look for training opportunities for our staff members and hope to have even more hours in 2023.



Services We Provide

The North Liberty Police Department offers a number of services to the public. All of the services listed below are performed by members of the department. To find out more about a particular service provided, or to schedule an appointment, please call our office line at (319) 626-5724 Monday-Friday during normal business hours. If calling outside of those hours, please leave a message in our general voice mail.

Car Seat Checks

Officer Travis Clubb is the certified technician for the department. As a technician, his role is to educate caregivers on child passenger safety. This includes instructing caregivers on the correct selection, installation, and use of car seats, booster seats and seat belts. In 2022, Officer Clubb performed 43 inspections. This service is free and done on an appointment basis. To schedule an appointment, you can contact Officer Clubb via email at tclubb@northlibertyiowa.org, or at the office line listed above.

Fingerprints

One of the more popular services we provide is fingerprinting. In 2022 we fingerprinted 549 individuals going into the medical, educational, nursing, banking, and insurance fields. We currently offer appointments Mondays and Wednesdays 9AM-12PM; and Thursdays 2PM-4PM, as long as the records staff is available. Appointments fill up quickly so we recommend calling as soon as possible. The cost for this service is $10 per card with the proceeds going directly back into the community. The money we collect is used to fund events hosted by the department.

Golf Cart Permits

To drive a golf cart in town on public roadways, citizens need to apply for a permit. The permit process starts with an inspection of the cart by an officer. They will look for the following elements:

Engine size < 351 CCS
Slow moving sign attached to rear of cart
Bike safety flag, the bottom of which shall be above the top of the cart
Adequate brakes
Headlights
Taillights
Rear view mirror attached to the driver's side

Once the inspection is complete, the owner comes to the police department with copies of their insurance and valid licenses of all drivers showing that they are over the age of 18. The records staff will make copies of these documents, collect the $25 fee, and issue the permit.

Medication Collection

At some point, we all have had expired and unused medications taking up space in our cabinets. Did you know that you can drop them off at the station for disposal? Every April and October the department participates in the DEA's drug take back event. In 2022, we collected approximately 95 pounds of over the counter and prescription drugs. If you are unable to make it to the take back events, no problem! You can drop your medications off at the station during our normal business hours. All medications should remain in their original packaging with the labels still attached. This is an anonymous program. No information is logged and all medication is put into a box for destruction. The only items we cannot take back are needles and inhalers. For disposal of needles, we recommend contacting the county landfill. You can find information for the Take Back dates by watching our Twitter feed, Nextdoor, and the City's Facebook page.

Salvage Vehicle Inspections

Another popular service is the salvage vehicle inspection program. The purpose of the salvage theft exam is to verify that no stolen parts were used when the vehicle was rebuilt. Inspections are performed by appointment as long as we have the staff. Currently, we are performing one at 10, one at 10:15 and another at 10:30 on Monday, Wednesday, and Friday. Prior to the inspection, the owner of the vehicle must fill out the affidavit of salvage vehicle repairs online and pay the $50 fee. The link for the DOT is: https://iowadot.gov/mvd/vehicleregistration/salvage
At the time of the inspection, the presenter must have:

Before

The vehicle's title
Any receipts for any parts put on the vehicle
Confirmation of Completed Affidavit
Bill of Sale
ID

After

You must have all of the listed documents and all repairs have to be completed in order for the vehicle to pass inspection. If it does not pass the inspection, you will need to reschedule for a later date. Repeat mistakes, or missing paperwork will result in a ban from our site and the DOT will be notified. Also, please be on time for your appointment. If you are going to be late, or need to reschedule, please call our office line to make arrangements.

Vehicle Unlocks

If you ever find yourself looking at your keys inside your locked vehicle, we can help you! Call JECC at (319) 356-6800 and an officer will be dispatched to your location as soon as they are available. The service is free and our officers have plenty of experience, with the department averaging 300 unlocks a year.

Officer of the Year

Officer Monroe has been with the North Liberty Police Department as a patrol officer for two and a half years. She continues to take on the challenging role of expanding her knowledge and keeping her co-works apprised of changing case laws. She is not afraid to take on additional responsibilities and volunteers to attend community events, provide video or virtual tours of the police station, and has taken the initiative to start the police department's Instagram account. She also took it upon herself to teach NL Fire personnel the Crisis Intervention Techniques she has learned. This will be beneficial to their department when responding to medical calls where the patient is experiencing a mental health crisis.

As a new officer, she is quick to sign up for training and does what she can to improve her skills by implementing any new tips, techniques, and instructions into her daily patrol officer duties. A big part of her nomination was due to her ability to connect with people, de-escalate volatile situations and taking the initiative to take the lead on calls. Over the course of the year, there were numerous calls and emails from citizens thanking Officer Monroe for her compassion, understanding, and patience with their loved ones during mental health crises.

You may run across Officer Monroe at various events around the city and county. Below are some of the pictures from the events she assisted with in 2022. We thank Officer Monroe for all she does for the community and department and congratulate her on this honor.

Retirement of Officer Santiago

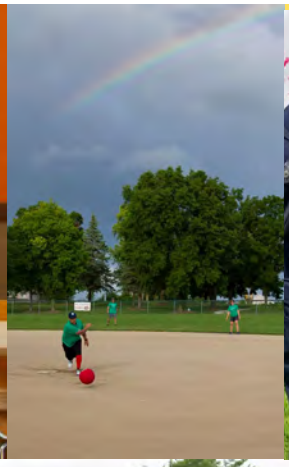
This year we experienced a first for our department. In July we celebrated our first retirement within the department. Officer Juan Santiago was the first member to retire since the department began in 1999. Juan was with the department for fifteen (15) years in both a part-time and full-time role.

In 2015, Officer Santiago was nominated and received the Officer of the Year award for his commitment to making positive experiences with North Liberty's youth. He often volunteered his time for events in town such as the youth triathlon, Special Olympics, National Night Out, and local clubs and schools. Many know him for his commitment to the toy drive for DVIP that he facilitated for 25 years. Every holiday season, he would put out a box to collect toys and gift cards for the kids who were spending the holidays at the DVIP shelter.

Our shoulder patch is the most recognizable part of our department. It is used on all of our documents, promotional items, signs, and vehicles. In 2015, in response to us needing to update our branding, Officer Santiago created the patch that you see to the right. So even though he is no longer an officer here, his creation will be a reminder of his service to the department.

We thank Juan for his commitment to the department and community and wish him well in his retirement!

Thanks for the memories 2022

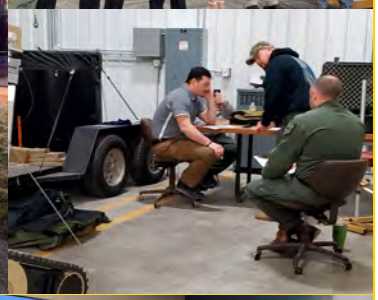



NORTH LIBERTY
POLICE

NORTH LIBERTY


POLICE



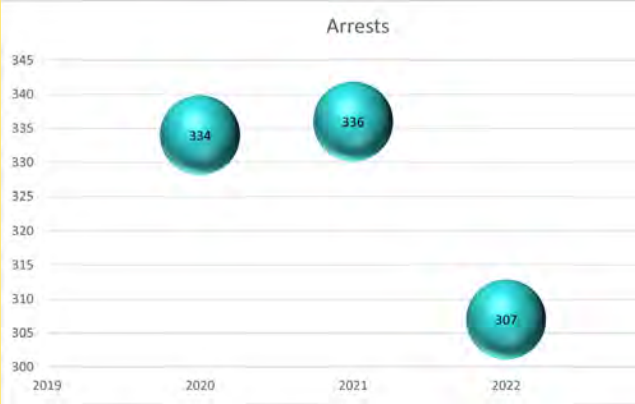


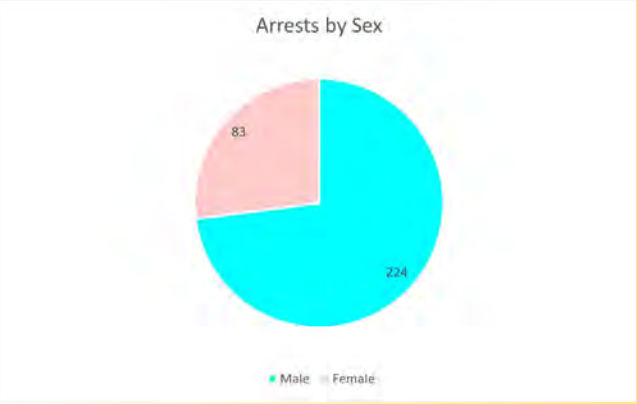


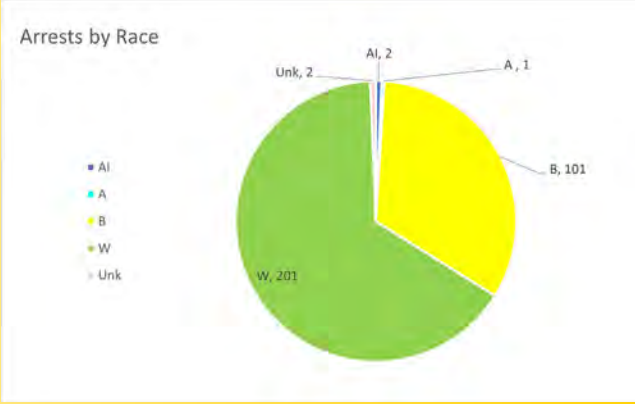

911
POLICE

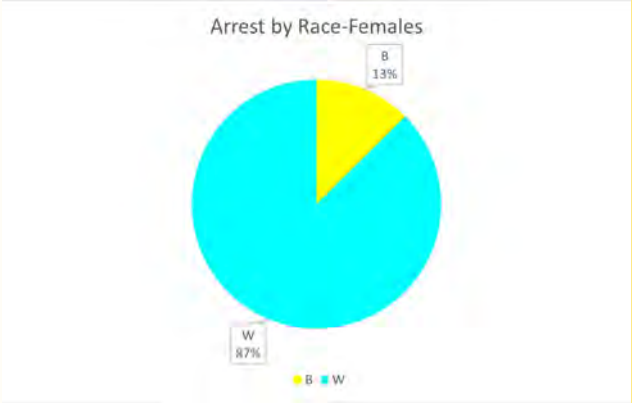

HOLIDAY LIGHTS

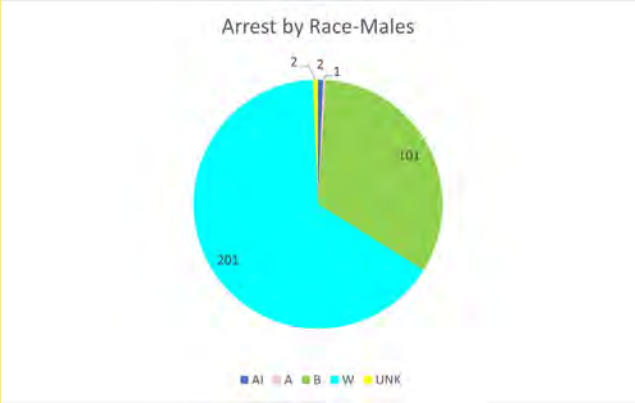
Just the Stats

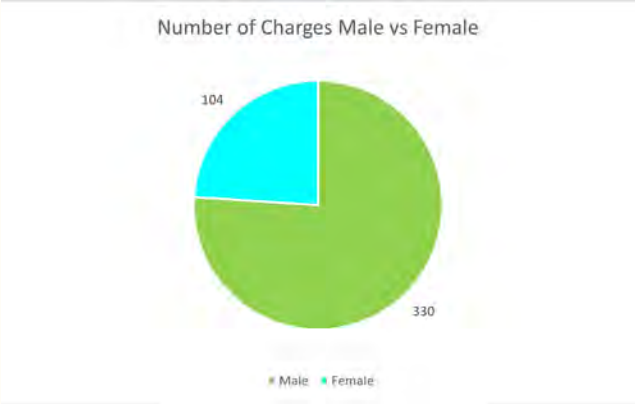


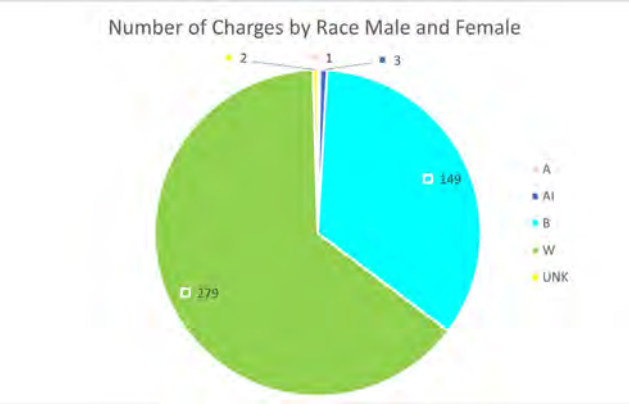


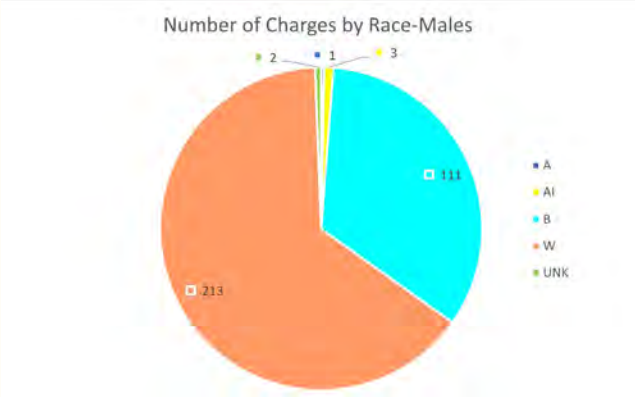


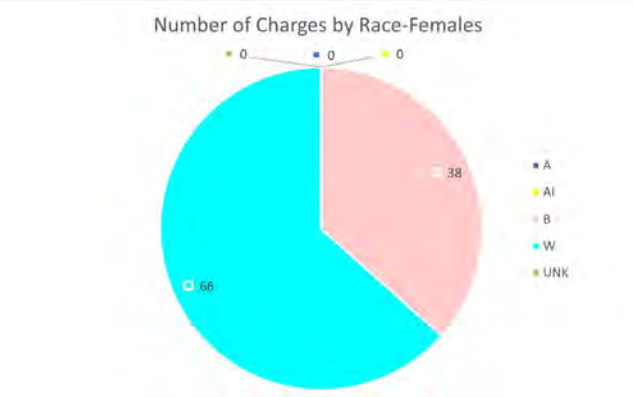


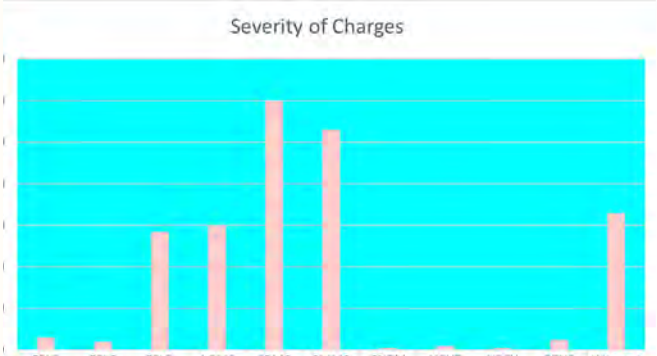




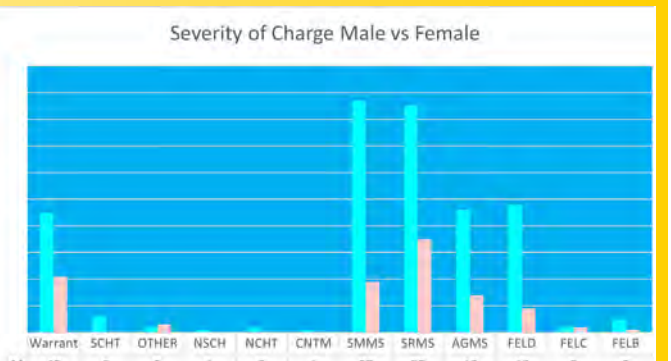




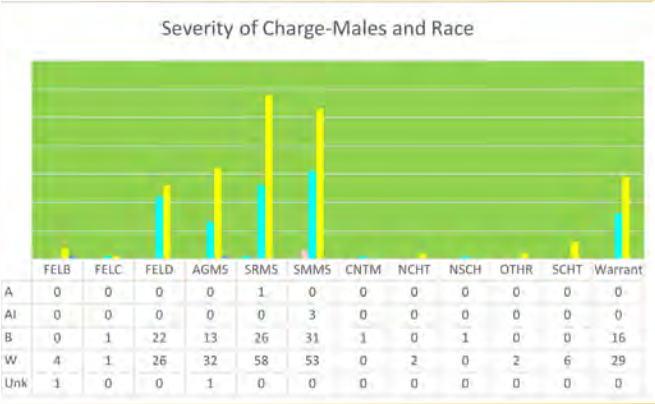




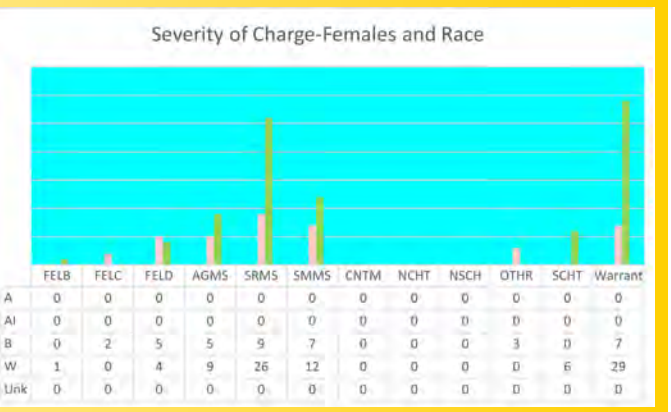
	FELB	FELC	FELD	AGMS	SRMS	SMMS	CNTM	NCHT	NSCH	OTHR	Warrant
#	6	4	57	60	120	106	1	2	1	5	66



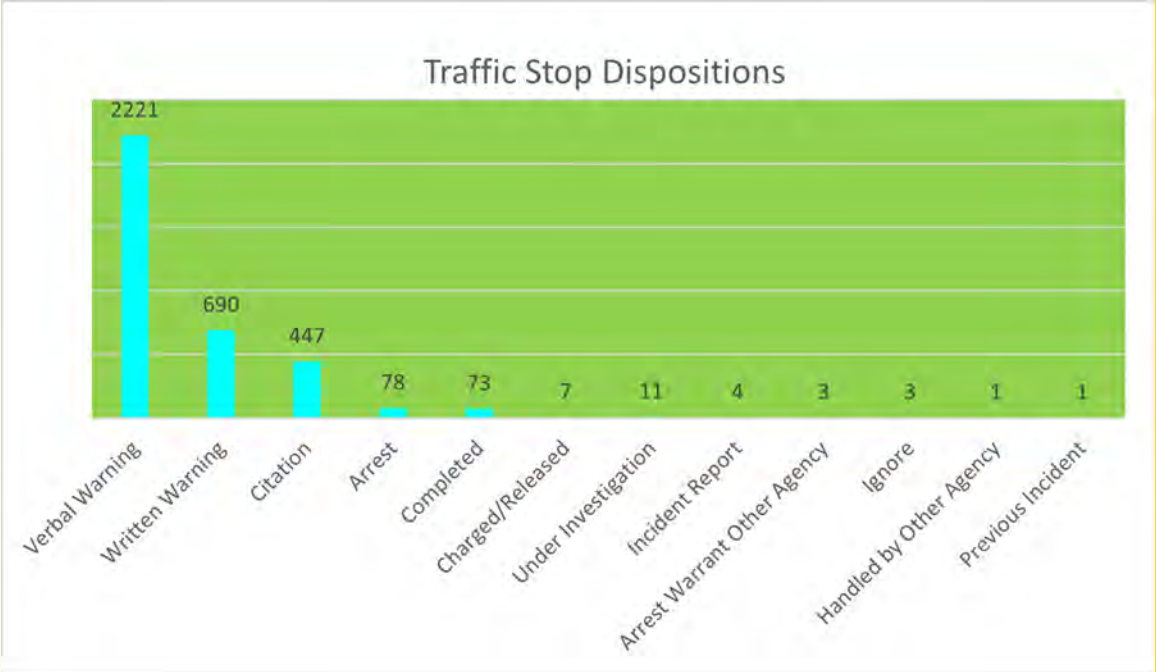
	Warrant	SCHT	OTHER	NSCH	NCHT	CNTM	SMMS	SRMS	AGMS	FELD	FELC	FELB
M	45	6	2	1	2	1	87	85	46	48	2	5
F	21	0	3	0	0	0	19	35	14	9	2	1

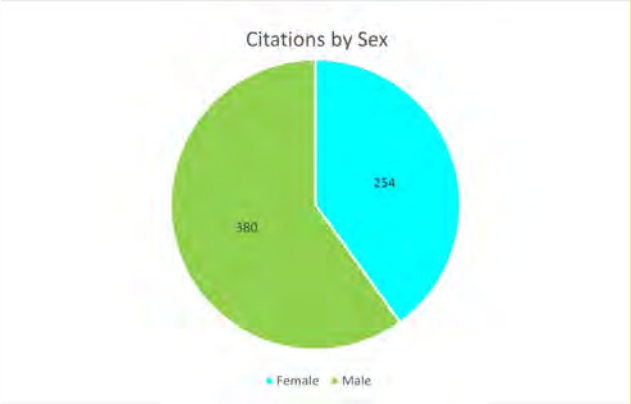


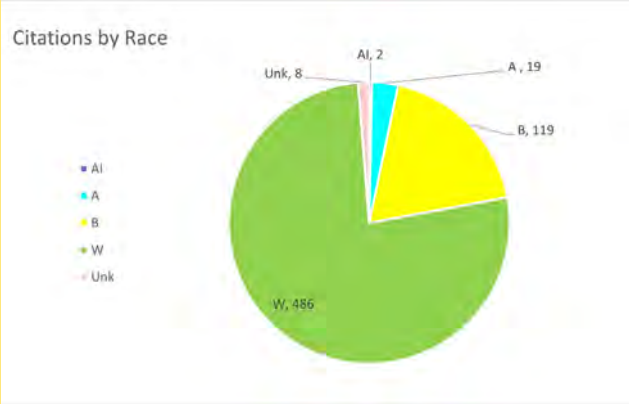
	FELB	FELC	FELD	AGMS	SRMS	SMMS	CNTM	NCHT	NSCH	OTHR	SCHT	Warrant
A	0	0	0	0	1	0	0	0	0	0	0	0
AI	0	0	0	0	0	3	0	0	0	0	0	0
B	0	1	22	13	26	31	1	0	1	0	0	16
W	4	1	26	32	58	53	0	2	0	2	6	29
Unk	1	0	0	1	0	0	0	0	0	0	0	0

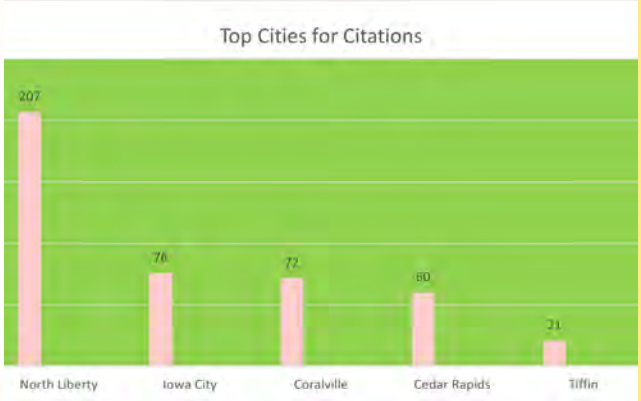


	FELB	FELC	FELD	AGMS	SRMS	SMMS	CNTM	NCHT	NSCH	OTHR	SCHT	Warrant
A	0	0	0	0	0	0	0	0	0	0	0	0
AI	0	0	0	0	0	0	0	0	0	0	0	0
B	0	2	5	5	9	7	0	0	0	3	0	7
W	1	0	4	9	26	12	0	0	0	0	6	29
Unk	0	0	0	0	0	0	0	0	0	0	0	0


Traffic Stop Dispositions
2221
690
447
78
73
7
11
4
3
3
1
1
Verbal Warning
Written Warning
Citation
Arrest
Completed
Charged/Released
Under Investigation
Incident Report
Arrest Warrant Other Agency
Ignore
Handled by Other Agency
Previous Incident


Citations by Sex
254
380
Female
Male


Citations by Race
AI, 2
Unk, 8
A , 19
B, 119
W, 486
AI
A
B
W
Unk


Top Cities for Citations
207
76
72
60
21
North Liberty
Iowa City
Coralville
Cedar Rapids
Tiffin


In-State and Out-of-State Citations
60
574
Iowa
Out of State

Frequently Asked Questions

Does North Liberty have a curfew for juveniles?
Yes, there is a two-tiered curfew.

Under 16: It is unlawful for any minor under the age of 16 years to remain in or upon public place in the City between the hours of 10:30 p.m. and 5:00 a.m.

Ages 16 and 17: It is unlawful for any minor 16 or 17 years of age to be or remain in or upon any public place in the City between 12:00 midnight and 5:00 a.m.

Exceptions are if the juvenile is accompanied by a responsible adult, the minor is on the sidewalk or property where they reside or on either side of the place where the minor resides and the responsible adult has given permission for the minor to be there, and traveling between home and work, school activity, employment, political activities, religious activities, an emergency errand for a responsible adult, or engaged in interstate travel and passing through the City.

Does the department offer ride alongs?
Yes we do. You will need to contact the records department to request the application. Their email address is records@northlibertyiowa.org.

How should needles be disposed of since the department is unable to take them?
The landfill in Iowa City will accept them. Sharps must be in a rigid plastic or metal container with a lid and the facility is only open on Thursday, Friday, and Saturday from 7 a.m. to 2 p.m.

Does the department offer tours or can an officer come to my get together?
To set up a tour of the police station or to have an officer attend an event, you can call the routine line at (319) 626-5724 or email the records department at records@northlibertyiowa.org. All messages will be forwarded to the appropriate individuals for scheduling.

Can you shoot projectiles such as bows and arrows or airsoft guns in town?
Unfortunately, you cannot use these items in City limits.

My cat or dog got out, what should I do?
Please call the office number at (319) 626-5724 to report a missing pet. We will take all of your information and ask you some questions about your pet. We also recommend posting to the North Liberty lost and found pets page on Facebook. If you find your furry friend, please call the office line so we know Fluffy or Fido made it home safe.

When is the Citizen's Police Academy?
It begins in January and runs for 10 weeks. If you are interested in participating, contact our front office in late November or early December and they will send you an application.

Are you hiring?
Resumes are accepted throughout the year and can be sent to aruffcorn@northlibertyiowa.org. A formal hiring packet will be sent to the requester with instructions on what to do once it is completed.

Where can I find the City's ordinances online?
https://codelibrary.amlegal.com/codes/northliberty/latest/northliberty_ia/0-0-0-1

How to Keep up with the PD

Joint Emergency Communications Center

Have you ever heard a siren and wondered what was going on? If you head to the site below, you will find a list of calls that have been called into the Joint Emergency Communications Center (JECC). All dispatched calls come from JECC, which is located in Iowa City. The call list is not in real time, but calls from the various agencies in the county will be listed. Speaking of JECC, if you ever find yourself in need of an officer, you can call (319) 356-6800 and one will be dispatched to your location. This number is a non-emergency number that is good for all of Johnson County. We highly recommend individuals put it in their cell phone for future use.
www.jecc-ema.org

Twitter

Handle: @northlibertyPD
Our Twitter account is used to inform the public of things that happen in the department, scams that are going on in the area, and items we need the public to help us with. Please note that the account is not monitored 24/7, so if you need to speak to an officer, or make the department aware of a situation, please call the JECC at the number above.

LexisNexis

This map can tell you the approximate locations where incident reports have been filed. It will not give you the exact address, but a general area of where a crime was reported. This tool will give residents an idea of what crimes have happened in their neighborhood and throughout the city.
https://communitycrimemap.com/

NextDoor

For those unfamiliar with the site, members can post items they believe would be of interest to others in the community. The police department began using the site a few years ago to educate the members on various law enforcement topics and safety concerns. Our administrator for the site is Officer Rockafellow and he is more than happy to answer any questions you may have. As in our Twitter account, the site is not monitored 24/7, so any requests for an officer, or the filing of complaints need to be called in to JECC.
https:nextdoor.com

Johnson County Sheriff

The links below are the public documents for arrests that happen in Johnson County. The first one is the jail roster and the other is a list of complaints. The complaints will give you the defendant's information, the crime, and a brief description of the crime.

https://ww1.johnsoncountyiowa.gov/Sheriff/jailroster
https://ww1.johnsoncountyiowa.gov/Sheriff/complaints/list

North Liberty IOWA

MEMORANDUM

o **Park & Recreation Commission Board Members**
CC **Mayor, City Council, City Administrator**
From **Shelly Simpson**
Date **June 27, 2023**
Re **Monthly Report – June 2023**

Summer Fun has begun; Outdoor Pool operations, summer swim lessons, Summer Camp, Knight Riders, Tennis, Blastball and numerous special events; Free Fishing Weekend and Let Love Fly, Ranshaw Friday Night Concerts, Storytime Swim, Messy Play Event, Camp NL, Island/Mermaid Swim all made the month go by fast.

Recdesk Database:
Reviewing our Recdesk database; we have 13,043 residents (61%) and 8,318 non-residents (39%) totaling 21,361 individuals. Increase of 448 from last month.

Aqua Programs:
Aqua classes continue with 55 registered participants, plus daily drop-ins. Arthritis Aqua, Aqua Zumba, Aqua Boot Camp and Easy Does It continue to be the most popular. Other classes held include Lifeguard and CPR/AED classes. Aqua Program revenues totaled $1,421.50.

Swim Lessons:
We had approximately 554 participants in June sessions of swim lessons. Free Swim Lessons had over 58 participants. Rec Swim Team had 20 participants. Swim lesson revenues totaled $1,749.75.

Leagues/Sports:
Tennis Lessons had 70 participants.
Blastball had 64 participants.
Leagues revenues totaled $990.

Recsters BASP Program:
Summer Camp & Knight Riders, all-day supervision began this month.

Program	Week 1	Week 2	Week 3
Knight Riders	13	16	13
Summer Camp	50	49	48
Summer Camp Jr	5	4	5
Totaling	68 + 69 + 66 = 203 participants		

Before & After School revenues this month totaled $610.

Classes/Programs:
We had approximately 21 registered participants in various rec classes, plus daily drop-ins. Coordination, Balance, Strength, and Total Body Sculpt are popular. A new Zumba class began.
Tippi Toes Dance classes (June session) have 33 participants.
Senior Connections Lunches served 120 meals for the month, excluding June 30 date.
Classes/Programs revenue totaled $4,879.

Pools: Outdoor pool operations have begun with a bang with the hot temperatures. This month, Season Pool Pass revenues totaled $18,279; Daily Pool Fees totaled $25,098; Pool Rentals totaled $1,250, and Concessions revenues totaled $15,449.25.

Weight & Exercise Area / Track:
Weight fee revenues totaled $10,662; Split membership revenues totaled $6,872.
We had 3,437 active memberships for the month.
We had 9,911 point of sale transactions for the month.

Gymnasiums:
Gymnasium Rental revenues totaled $600.

Rentals:
Community Center Rental revenues totaled $1,305; Shelter rental revenues totaled $302.50; Field Rental revenues totaled $5,569.50.

Revenues:
Revenues for this month (June 1-26) totaled $95,698.21.

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

North Liberty IOWA

MEMORANDUM

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

1. All scheduled preventative maintenance at the plant and lift stations was completed. **130 work orders** were completed throughout June. Maintenance staff pulled all submersible pumps at the facility for biannual maintenance.

2. This month's staff safety meeting topic was Confined Space Entry. Staff completed target solutions online and reviewed the topic as a group.

3. Operations and Lab completed all monthly sample results and reports. Operations staff have been adjusting to maintain lower solids concentrations throughout biological treatment for improved biological phosphorus treatment. We are currently limited on aerobic digester capacity therefore are required to choose tradeoffs for operational adjustments. All treatment operations are within regulations, but we consistently strive for improved treatment efficiency. Monthly Influent Flow Avg. was **1.8 MGD**.

   At the annual IAWEA wastewater conference IDNR showed a treatment breakdown for nitrogen and phosphorus throughout all treatment facilities in the state which North Liberty was #2 for Nitrogen removal and #7 for Phosphorus removal.

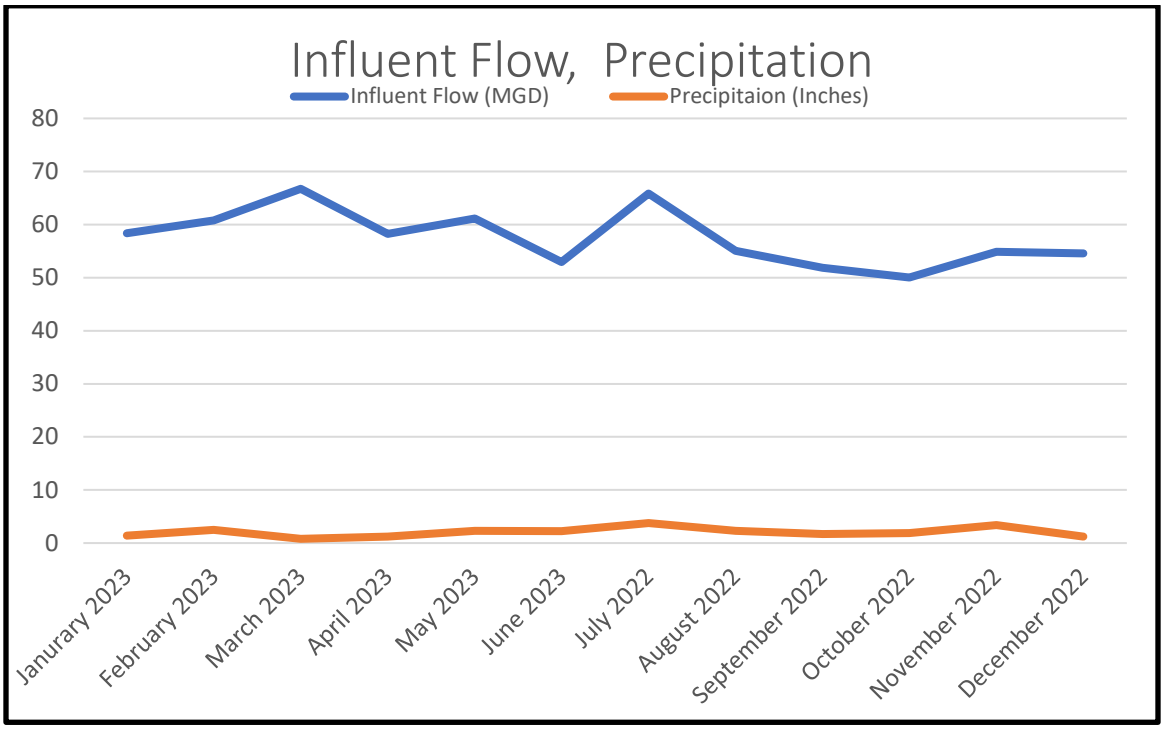
4. Membrane Recovery Cleans were done on Trains 2-4. Staff hosed out each membrane tank before overnight chemical soaks with Citric Acid then Chlorine. We decided to skip train 1 so we could reduce chemical costs since Train 1 membranes are scheduled for replacement during August. WPCP received 2 semi loads of replacement membranes and cassette refurbishment parts. All parts are currently stored in temperature-controlled rooms until used in August.

5. Staff re-organized all MBR tools, parts, and equipment after the painting project was completed. Several items were mounted and/or hung on the walls and workbenches and cabinets were set into ideal spaces.

6. WPCP continually hauled biosolids to a local farm field outside of town. All hauled solids were added to our remote stockpile. The stockpile will be land applied within the upcoming weeks once the wheat is ready to harvest. Every additional load hauled now will give us extended storage capacity and time until this fall's application after row crops are harvested. WPCP borrowed additional dump trucks from other city departments to haul biosolids more efficiently.

Drew Lammers - WPCP Superintendent

Biosolids Stockpiled at Application Site - Allows storage capacity at facility for continuous dewatering operations.



North Liberty
IOWA

MEMORANDUM

To	**North Liberty Mayor and City Council Members**
CC	**City Administrator Ryan Heiar**
From	**Water Superintendent Greg Metternich**
Date	**June 30, 2023**
Re	**Monthly Report – June 2023**

In the month of June, we treated a total of 47,013,000 gallons of water, our average daily flow was 1,567,000 gallons, and our maximum daily flow was 1,869,000 gallons. The total amount of water used in the distribution system was about 9.18% higher than June 2022.

We have had a busy month with 9,209 accounts read, 74 re-reads, 217 service orders, 42 shut-offs, 37 re-connects for water service, 191 shut-off notices delivered, 7 new meter set inspections, 10-meter change outs, 16 MIU change outs, assisted 20 customers with data logging information, 51 calls for service, and 10 after hour or emergency calls. Our monthly total service work averaged 28 service orders per day.

On June 5th it was discovered that Well #6 had a large leak at the top of the pit-less adapter. This leak caused a pressure loss at the treatment plant and required some minor changes in operations in order to keep the plant running. The leak was isolated, Northway Well and Pump replaced the top of the adapter, and the Well is back in-service.

Maintenance staff finished our quarterly maintenance at the treatment plant and the booster station, they changed oil and greased all the pumping equipment, replaced cartridge filters, changed chemical feed tubing on all 11 of our peristaltic chemical feed pumps, re-calibrated pressure switches, chemical feed pressure valves, and online electronic instrumentation equipment.

We replaced two fire hydrants and one main line valve on Hackberry Street last month. These were the last two hydrants in that area, next week we'll be replacing several sections of sidewalk and doing some minor grading.

Staff has continued to work on our Lead and Copper inventory list, currently we have collected data on 6,256 properties and have 3,023 unknowns. We were able to identify 37 services in the month of May. As of the date of this report, I am not aware of any Lead service lines, and we have not found any connected to our distribution system.

Water Superintendent
Greg Metternich