



**North Liberty City Council
Regular Session
August 8, 2023**



City Administrator Memo



To **Mayor and City Council**
From **Ryan Heiar, City Administrator**
Date **August 4, 2023**
Re **City Council Agenda August 8, 2023**

Consent Agenda

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

- City Council Minutes (07/25/23)
- Claims
- Change Order #1, City Hall Project, City Construction, \$6,898.00
- Pay Application #6, City Hall Project, City Construction, \$970,631.04
- Pay Application #1, Ranshaw Way Paved Shoulders Project, LL Pelling Co., Inc., \$155,368.82
- Liquor License Application (new) – El Patron Mexican Restaurant

Meetings & Events

Tuesday, Aug 8 at 6:30p.m.
City Council

Tuesday, Aug 15 at 6:30p.m.
Planning Commission

Monday, Aug 21 at 7:00p.m.
Library Board

Tuesday, Aug 22 at 6:30p.m.
City Council

Bus Rapid Transit Study

Previously, the MPOJC and member organizations partnered with the CRANDIC Railroad and IDOT on transit rail studies stretching from Iowa City to North Liberty. The MPO Board is now proposing a study of bus rapid transit along the existing rail right-of-way.

The study is expected to cost approximately \$250k and the proposed cost split calls for the MPO to use \$100k in reserve funds, the County to contribute \$50k and the University of Iowa and cities of Iowa City, Coralville and North Liberty to

6	<p>Specifications - Deliverables</p> <p>A. Resources to be delivered by the consultant:</p> <p>The vendor must:</p> <ol style="list-style-type: none"> 1. Build on existing passenger rail (and associated studies) and use the documents as a guide. 2. Identify a conceptual service plan and schedule for the new service and any necessary adjustments to existing Iowa City Transit, Coralville Transit, and University of Iowa Campus services to complement the new service and eliminate potential redundancies. 3. Provide a conceptual ridership and revenue forecast. 4. Identify locations for bus stops on the main line, and provide facility needs/concepts and opinion of probable costs – including space requirements and potential land purchase for parking at in-bound sites. 5. Review existing rolling stock operated by Iowa City Transit, Coralville Transit, and University of Iowa Campus and identify additional vehicle needs created by the new service. 6. Identify the appropriate type of vehicles necessary for the new service, number, availability, cost, and compare costs/benefits of traditional diesel vs electric buses and regular 40' heavy-duty buses vs. high-capacity articulated and bi-articulated buses. 7. Identify any additional fleet shop requirements or facilities and equipment needed to maintain and repair necessary vehicles. 8. Identify any additional right-of-way and/or easements necessary to establish the concept for bus rapid transit. 9. Identify any additional right-of-way and/or easements necessary to establish the concept for a parallel multi-use recreational trail. 10. Review existing infrastructure and identify new infrastructure requirements and opinion of probable cost for the conversion of the existing freight rail to a bus rapid transit line. 11. Review existing infrastructure and identify new infrastructure requirements and opinion of probable cost for the conversion of the existing freight rail to a bus rapid transit line with a parallel multi-use recreational trail – where not redundant with existing trail facilities. 12. Provide probable operations and maintenance costs associated with the concept for bus rapid transit. 13. Provide probable operations and maintenance costs associated with the concept for a parallel multi-use recreational trail. 14. Examine federal regulatory requirements associated with the concepts and clearly describe the process to complete the desired concepts including any barriers to completion. 15. Identify potential State/Federal financial assistance available for construction and operation/maintenance of the concept.
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each fund \$25k. The figure above is a snippet from the RFP that was distributed by the MPO and identifies the deliverables of the study. A copy of the entire RFP is included in the packet. Staff is seeking direction from Council on the requested contribution of \$25k for the completion of the study.

Aldi – Release of Restrictive Covenant

Aldi is the contract purchaser of property situated west of Ranshaw Way across from Pacha Parkway, and in performing its due diligence has discovered an old restrictive covenant it seeks to have released. The covenant provides only limited access to Highway 965 from the parcel, for agricultural purposes via a frontage road. City staff have agreed that the covenant may be released without prejudice to the City, subject to an amendment that any direct access to Highway 965 (now known as Ranshaw Way) must conform to the City's Highway 965 Corridor Master Plan. Aldi has agreed to the amendment, and staff recommends approval.

Enhance Iowa (CAT) Grant Application

Staff has partnered with Think Iowa City to author an Enhance Iowa Community Attraction grant for the Centennial Park: Next Stage Project. The application requests \$1 million for the estimated \$8.8 million project. Staff recommends approval of the resolution of support so that the application can be submitted prior to the August 15 deadline.

Fire Station 2 Land Acquisition

The proposed resolution establishes a fair market value for a 3-acre parcel of land and related easement directly across the street from the west entrance of Centennial Park, previously referred to as preferred option 2. The appraised value for this parcel of land is \$175k. The resolution also authorizes City Attorney Leintz to share the appraisal with the owner, thereby starting the negotiation process. Staff recommends approval of the resolution.

Transfer Resolution

When the FY24 budget was approved, the resolution also included a list of budgeted transfers; however, one transfer was inadvertently omitted. Staff is recommending approval of a resolution authorizing the transfer of \$125k of Franchise Fee dollars to the Parks Capital Fund for anticipated and budgeted project costs.

Setoff Memorandum of Understanding

The City currently participates in the Setoff Program; however, with the reorganization of state government, the existing agreement is with a department that no longer exists. The proposed agreement, which is recommended for approval, is with the Department of Revenue. The Setoff Program provides the City a method to collect resident's unpaid municipal debts, generally utility bills and parking tickets, by requesting the state to garnish the certified amounts from the resident's tax return.

Iowa DOT Right of Way Agreement

The Iowa Department of Transportation (DOT) proposes the reconstruction of the interchange of Interstate 380 at Penn Street, with a new overpass. The reconstruction requires the acquisition of additional right of way by the DOT, and the relocation of City utilities in such areas, as set forth in the agreement. The impact to City facilities is not expected to be substantial, and the City will greatly benefit from the project. Staff recommends approval.

Building & Fire Codes, Third & Final Reading

The International Building and Fire Codes are updated every three 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.

UTV Ordinance, Third & Final 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. Notably, this ordinance includes an automatic repeal in December of 2024 so that staff and City Council can reevaluate the use of UTV's within the corporate limits.



Agenda



CITY COUNCIL

August 8, 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, July 25, 2023
 - B. City Hall Project, City Construction, Change Order Number 1, \$6,898.00
 - C. City Hall Project, City Construction, Pay Application Number 6, \$970,631.04
 - D. Ranshaw Way Paved Shoulders Project, L.L. Pelling Co., Inc., \$155,368.82
 - E. Liquor License Application, El Patron Mexican Restaurant
 - F. Claims
5. Public Comment
6. Engineer Report
7. City Administrator Report
8. Mayor Report
9. Council Reports
10. Bus Rapid Transit
 - A. Presentation regarding Bus Rapid Transit Feasibility Study
 - B. Discussion and possible action on financial participation in funding the study
11. Aldi – Release of Restrictive Covenant
 - A. Resolution Number 2023-90, A Resolution releasing a Restrictive Covenant governing direct access from certain property to Highway 965
12. Enhance Iowa Community Attraction and Tourism Grant
 - A. Resolution Number 2023-91, A Resolution authorizing and directing the City Administrator to sign, execute and submit application and associated

documents for the Enhance Iowa – Community Attraction and Tourism Program

13. West Side Fire Station Project
 - A. Resolution Number 2023-92, A Resolution establishing Fair Market Value and Just Compensation for the acquisition of certain property for the West Side Fire Station Project

14. Transfer Resolution
 - A. Resolution Number 2023-93, A Resolution approving an additional transfer for the Fiscal Year ending June 30, 2024

15. Setoff Memorandum of Understanding
 - A. Resolution Number 2023-94, A Resolution approving the Memorandum of Understanding between the Iowa Department of Revenue and the City of North Liberty, Iowa for participation in the Income Offset Program

16. Iowa DOT Agreement
 - A. Resolution Number 2023-95, A Resolution approving the Right of Way Agreement between the City of North Liberty and the Iowa Department of Transportation for the reconstruction of the interchange of West Penn Street and Interstate 380

17. Building and Fire Code Ordinances
 - A. Third consideration and adoption 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
 - B. Third consideration and adoption 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

18. Off-Road Utility Vehicle (UTV) Ordinance
 - A. Third consideration and adoption 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)

19. Old Business

20. New Business

21. Adjournment



Consent Agenda

City Council
July 25, 2023
Regular Session

Call to order

Mayor Pro Tem Wayson called the July 25, 2023, Regular Session of the North Liberty City Council to order at 6:30 p.m. in the Council Chambers, 1 Quail Creek Circle. Councilors present: Ashley Bermel, RaQuishia Harrington, Ereik Sittig, Brent Smith, and Brian Wayson; absent: Mayor Chris Hoffman.

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

Approval of the Agenda

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

Consent Agenda

Smith moved, Bermel seconded to approve the Consent Agenda including the City Council Minutes, Regular Session, July 11, 2023; Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor – Green Leaf Tobacco and Vape, 415 Community Drive, Unit C; Dubuque Street Phase I, Pay Application Number 11, All American Concrete, Inc., \$126,716.35; Dubuque Street Phase I Project Acceptance; Liquor License Application, Iowa Beer Bus – Diventures Special Event; Liquor License Renewal, Micky’s Irish Pub; Liquor License Renewal, Liberty View Wine and Spirits; and the attached list of Claims. The vote was all ayes. Consent Agenda approved.

Public Comment

Mayor Pro Tem Wayson welcomed the representative of Troop 2000.

City Engineer Report

City Engineer Bilskemper reported the Penn Meadows Park Parking Lot project started with detour on Penn Street. The closure is expected to last through the first week of August. The new lot will be built first then will move to the old lot. The City Hall Project break and stonework continue. Work inside the building continues. Council discussed the report with staff.

City Administrator Report

City Administrator Heiar reported the RFP for Rapid Bus Study was discussed at last week’s Joint Meeting. Kent Ralston will attend the August 8 meeting to present and ask council for consideration of the city partnering financially in the study. The Johnson County Board of Supervisors approved a resolution supporting the Centennial Next Stage Project with \$20,000.

Coralville requested help from North Liberty staff for RAGBRAI on Friday. Council discussed the report with staff.

Mayor Report

No mayor report was presented.

Council Reports

Councilor Bermel attended Joint Entities Meeting last Monday and encouraged visits to the Johnson County Poor Farm. Councilor Wayson attended MPOJC meeting and talked about transit study.

Housing Trust Fund of Johnson County ARPA Agreement

Sittig moved, Harrington seconded to approve Resolution Number 2023-85, A Resolution approving the Agreement between the City of North Liberty and the Housing Trust Fund of Johnson County. Ellen McCabe offered additional information on the project. Council discussed the project with McCabe and staff. The vote was: ayes – Harrington, Sittig, Wayson, Bermel, Smith; nays – none. Motion carried.

Field Day Easement

Harrington moved, Sittig seconded to approve Resolution Number 2023-86, A Resolution approving the Public Easement Agreement between NL Brewland, LLC and the City of North Liberty. After discussion, the vote was: ayes – Smith, Sittig, Bermel, Wayson, Harrington; nays – none. Motion carried.

Colony Hydrant Access Easement

Sittig moved, Smith seconded to approve Resolution Number 2023-87, A Resolution approving the Permanent Access and Utility Inspection Easement Agreement between Colony 1927, LLC and the City of North Liberty. The vote was: ayes – Harrington, Wayson, Bermel, Sittig, Smith; nays – none. Motion carried.

Evermore Part Two

Bermel moved, Sittig seconded to approve Resolution Number 2023-88, A Resolution accepting Public Improvements and Releasing Surety for The Evermore Part Two in North Liberty, Iowa. After discussion, the vote was: ayes- Wayson, Smith, Harrington, Bermel, Sittig; nays – none. Motion carried.

Parking Resolution

Harrington moved, Smith seconded to approve Resolution Number 2023-89, A Resolution approving parking control devices in the City of North Liberty, Iowa. After discussion, the vote was: ayes – Bermel, Wayson, Sittig, Harrington, Smith; nays – none. Motion carried.

Building and Fire Code

Sittig moved, Harrington seconded to approve the second 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. The vote was: ayes- Sittig, Bermel, Wayson, Smith, Harrington; nays – none. Motion carried.

Harrington moved, Smith seconded to approve the second 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. The vote was: ayes – Bermel, Wayson, Smith, Sittig, Harrington; nays – none. Motion carried.

Off-Road Utility Vehicle (UTV) Ordinance

Harrington moved, Sittig seconded to approve the second 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). The vote was: ayes – Sittig, Harrington, Wayson, Bermel, Smith; nays – none. Motion carried.

425 N. Dubuque Street – City initiated rezoning

Harrington moved, Smith seconded to approve the third consideration and adoption 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. The vote was: ayes – Wayson, Harrington, Smith, Bermel, Sittig; nays – none. Motion carried.

Hatch Property – City initiated rezoning

Harrington moved, Bermel seconded to approve the third consideration and adoption 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. The vote was: ayes – Wayson, Smith, Bermel, Harrington; nays – Sittig. Motion carried.

Old Business

No old business was presented.

New Business

Mayor Por Tem Wayson reported the Johnson County fair is happening, RAGBRAI is coming through Friday and Saturday, the Ranshaw Concert is Friday, and Saturday is Summer Summit.

Adjournment

Harrington moved; Sittig seconded to adjourn at 6:55 p.m. The vote was all ayes. Meeting adjourned.

CITY OF NORTH LIBERTY

By: _____
Brian Wayson, Mayor Pro Tem

Attest: _____
Tracey Mulcahey, City Clerk



AIA[®]

Document G701[®] – 2017

Change Order

PROJECT: *(Name and address)*
North Liberty City Hall
North Liberty

CONTRACT INFORMATION:
Contract For: General Construction
Date: September 19, 2022

CHANGE ORDER INFORMATION:
Change Order Number: 001
Date: July 25, 2023

OWNER: *(Name and address)*
City of North Liberty
3 Quail Creek Circle
North Liberty, Iowa 52317

ARCHITECT: *(Name and address)*
Shive-Hattery, Inc. 1207650
2839 Northgate Drive
Iowa City, Iowa 52245

CONTRACTOR: *(Name and address)*
City Construction
2346 Mormon Trek Blvd. Suite 2500
Iowa City, Iowa 52246

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Ufer ground combined per COR 01 – ADD \$220.00

Walker Duct – Add sets of sweeps and additional junction box per COR 02 – ADD \$1,822.00

Merv 13 filter kit per COR 03R – ADD \$4,856.00

The original Contract Sum was	\$ 9,389,509.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 9,389,509.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 6,898.00
The new Contract Sum including this Change Order will be	\$ 9,396,407.00

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

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

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

Shive-Hattery, Inc.

ARCHITECT *(Firm name)*

Natalie Oppedal

SIGNATURE

Natalie A. Oppedal, AIA

PRINTED NAME AND TITLE

July 25, 2023

DATE

City Construction

CONTRACTOR *(Firm name)*

Matt Toth

SIGNATURE

Matt Toth Project Manager

PRINTED NAME AND TITLE

7/25/2023

DATE

City of North Liberty

OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 9 PAGES

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

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

APPLICATION NO: 6
 PERIOD TO: 07/11/23
 PROJECT NOS: 1207650 1-159
 CONTRACT DATE: 09/14/22

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	<u>9,389,509.00</u>
2. Net change by Change Orders	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	<u>9,389,509.00</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>4,382,590.87</u>
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	<u>213,871.84</u>
b. 5 % of Stored Material (Column F on G703)	\$	<u>5,257.70</u>
Total Retainage (Lines 5a - 5b or Total in Column I of G703)	\$	<u>219,129.54</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>4,163,461.33</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>3,192,830.29</u>
8. CURRENT PAYMENT DUE	\$	<u>970,631.04</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>5,226,047.67</u>

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

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

CONTRACTOR: City Construction

By:  Date: 7/14/23

State of: Iowa
 Subscribed and sworn to before me this 11th day of July, 2023
 Notary Public: Lorna K. Krueger
 My Commission expires: September 23, 2024



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 970,631.04

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

ARCHITECT: Natalie Oppidal
 By: Natalie Oppidal Date: July 27, 2023

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



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
EL PATRON MEXICAN RESTAURANT INC	EL PATRON MEXICAN RESTAURANT	(319) 670-8787		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1295 Jordan StreetWickham		North Liberty	Johnson	52317
MAILING ADDRESS	CITY	STATE	ZIP	
1295 Jordan StreetWickham	North Liberty	Iowa	52317	

Contact Person

NAME	PHONE	EMAIL
MARIA BERMUDEZ	(319) 670-8787	mbermudes26@icloud.com

License Information

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

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
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SUB-PERMITS

Class C Retail Alcohol License

PRIVILEGES

Outdoor Service



Status of Business

BUSINESS TYPE

General Partnership

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
MARIA BERMUDEZ	Iowa City	Iowa	52240	PRESIDENT	100.00	No

Insurance Company Information

INSURANCE COMPANY

Society Insurance

POLICY EFFECTIVE DATE

July 12, 2023

POLICY EXPIRATION DATE

July 12, 2024

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



North Liberty Police Department

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

June 20, 2023

Liquor License Check

Business: El Patron Mexican Restaurant
1295 Jordan St
North Liberty, IA 52317

Owners: Maria Bermudez (DOB: 1986)

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

I recommend the license be granted.

This record check was conducted by Sergeant M Seymour.



North Liberty Fire Department

Occupancy: **EI Patron**

Occupancy ID: **EGGY01**

Address: **1295 Jordan ST /8 North Liberty IA 52317**

Inspection Type: **Reinspection**

Inspection Date: **7/25/2023**

By: **Hardin, Bryan E (01-1022)**

Time In: **12:45**

Time Out: **13:15**

Authorized Date: **07/25/2023**

By: **Hardin, Bryan E (01-1022)**

Next Inspection Date: **No Inspection Scheduled**



Form: General Fire
Inspection Checklist 1.3

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: **Complete monthly inspection of all fire extinguishers and date & initial back of tag.**



Fire Alarm System

Fire Alarm System Monitored

Section 1103.1.2 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.

Status: FAIL

Notes: Fire Alarm system currently has seven trouble alarms. All trouble alarms need to be corrected, contact fire alarm company to clear trouble alarms and provide fire alarm monitoring.

1) Trouble alarms 1-4 are related to unknown devices on the fire alarm system and an issue with the Ansul system. Most likely a Siemens authorized fire alarm company will need to be contacted to program the fire alarm and clear out the trouble alarms, Summit Fire Protection was the original installer.

2) Trouble alarms 5-7 are related to the fire alarm system not being monitored. Per Mar was providing the fire alarm monitoring service but terminated their services & monitoring last month. Will need to contact a fire alarm company to establish fire alarm off-site monitoring.

7/25 Update: Please let me know the fire alarm company that will completing the work for the fire alarm panel and fire alarm off-site monitoring.



Kitchen Hood System

Kitchen Hood System Inspection- Current Bi-Annual Inspection Tag

904.12.6.2 Extinguishing system service. Automatic fire-extinguishing systems shall be serviced at least every six months and after activation of the system. Inspection shall be by qualified individuals, and a certificate of inspection shall be forwarded to the fire code official upon completion.

Status: FAIL

Notes: 7/25 Update:

1) Current kitchen suppression system is not compliant for current cooking equipment layout. Contact your kitchen hood suppression system to provide correct suppression coverage & inspection. If any nozzles are added or moved, we will need a permit from the kitchen hood suppression company and an updated suppression layout diagram.

Hawkeye Fire & Safety was onsite during the re-inspection. They will need to submit a permit and updated plans.



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: Six-burner range was too close to the edge of the kitchen exhaust hood perimeter and was moved back towards the wall. All appliances need to be at least 6" from the perimeter of the kitchen exhaust hood. Floor mounted wheel holders for the six-burner will need to be relocated to the new location. See informational flyer that was emailed for more information.



Fire & Smoke Doors

Fire Door Hold-Open Devices Maintained

703.2.2 Hold-open devices and closers. Hold-open devices and automatic door closers, where provided, shall be maintained. During the period that such device is out of service for repairs, the door it operates shall remain in the closed position.

Status: FAILED & CORRECTED

Notes: Back kitchen door needs to be kept closed at all times. There is a hold-open device that interconnects to the fire alarm system that can keep the door open but the hold-open device does not work. If you want to keep the back kitchen door open, contact your fire alarm company to fix the hold-open device.

Means of Egress & Corridors

Means of Egress Unobstructed

1003.6 Means of egress continuity. The path of egress travel along a means of egress shall not be interrupted by a building element other than a means of egress component as specified in this chapter. Obstructions shall not be placed in the minimum width or required capacity of a means of egress component except projections permitted by this chapter. The minimum width or required capacity of a means of egress system shall not be diminished along the path of egress travel.

Status: FAILED & CORRECTED

Notes: East dining room exit, exterior is currently blocked with old seating. Once complete with the dining room seating change, clear sidewalk from exit.

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: Chain small cylinders or remove from premise.



Additional Time Spent on Inspection:

Category

Start Date / Time

End Date / Time

Notes: No Additional time recorded

Total Additional Time: 0 minutes

Inspection Time: 30 minutes

Total Time: 30 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: Hardin, Bryan E
Rank: Assistant Chief
Work Phone(s): 319-626-5709
Email(s): bhardin@northlibertyiowa.org
Hardin, Bryan E:



Signed on: 07/25/2023 15:07

Signature

Date

Representative Signature:

Signature

Date

ZONING CERTIFICATE

This certificate issued pursuant to the requirements of the zoning code. The owner and tenant agree to maintain zoning code requirements. The City of North Liberty authorizes the following use:

Permit #:20230567

Property Owner: BB Vito's NL LLC

Address: 1195 Crest Pkwy

Hiawatha , IA 52333

El Patron

Address: 1295 Jordan St Ste 8

North Liberty, IA 52317

Certificate Covers: Full service Mexican restaurant.

Special Condition of the Certificate:

Issued By: Clint Conklin

Date Issued: 07/25/2023

North Liberty Fire Department

Occupancy: **EI Patron**

Occupancy ID: **EGGY01**

Address: **1295 Jordan ST /8 North Liberty IA 52317**

Inspection Type: **Liquor License Inspection**

Inspection Date: **7/12/2023**

By: **Hardin, Bryan E (01-1022)**

Time In: **13:44**

Time Out: **14:45**

Authorized Date: **07/14/2023**

By: **Hardin, Bryan E (01-1022)**

Next Inspection Date: **No Inspection Scheduled**



Form: General Fire
Inspection Checklist 1.3

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: **Complete monthly inspection of all fire extinguishers and date & initial back of tag.**



Emergency Lights & Exit Signs

Emergency Lighting - Illumination

1008.3.4 Duration. The emergency power system shall provide power for a duration of not less than 90 minutes and shall consist of storage batteries, unit equipment or an on-site generator.

Status: FAIL

Notes: East Exit, Emergency Light/Exit sign is flashing red. Most likely the battery needs replaced.



Electrical Rooms / Electrical Wiring

Electrical Panels, Junction Boxes & Outlet Boxes - No Openings or Exposed Wiring

605.6 Unapproved conditions. Open junction boxes and open-wiring splices shall be prohibited. Approved covers shall be provided for all switch and electrical outlet boxes.

Status: FAIL

Notes: 1) Upstairs dining area, replace missing outlet cover.
2) Upstairs office, replace broken electrical office.



Surge Protector - Proper Installation

605.4.1 Power tap design. Relocatable power taps shall be of the polarized or grounded type, equipped with overcurrent protection, and shall be listed in accordance with UL 1363. 605.4.2 Power supply. Relocatable power taps shall be directly connected to a permanently installed receptacle. 605.4.3 Installation. Relocatable power tap cords shall not extend through walls, ceilings, floors, under doors or floor coverings, or be subject to environmental or physical damage.

Status: FAIL

Notes: Up stairs office, currently a surge protector is plugged into another surge protector. All surge protectors shall be plugged directly into the electrical outlet receptacle.



Kitchen Hood System

Kitchen Hood System Inspection- Current Bi-Annual Inspection Tag

904.12.6.2 Extinguishing system service. Automatic fire-extinguishing systems shall be serviced at least every six months and after activation of the system. Inspection shall be by qualified individuals, and a certificate of inspection shall be forwarded to the fire code official upon completion.

Status: FAIL

Notes: Kitchen Hood Suppression system is past due for bi-annual inspection.

1) Current kitchen suppression system is not compliant for current cooking equipment layout. Contact your kitchen hood suppression system to provide correct suppression coverage & inspection. If any nozzles are added or moved, we will need a permit from the kitchen hood suppression company and an updated suppression layout diagram.



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: Floor mounted caster wheel holders need to be installed for the back two caster wheels for the Six-burner range. The chain needs to be replaced with an approved restraining cable mounted from the wall to the back of the six-burner range. See informational flyer that was emailed for more information.



Fire & Smoke Doors

Fire Door Hold-Open Devices Maintained

703.2.2 Hold-open devices and closers. Hold-open devices and automatic door closers, where provided, shall be maintained. During the period that such device is out of service for repairs, the door it operates shall remain in the closed position.

Status: FAILED & CORRECTED

Notes: Back kitchen door needs to be kept closed at all times. There is a hold-open device that interconnects to the fire alarm system that can keep the door open but the hold-open device does not work. If you want to keep the back kitchen door open, contact your fire alarm company to fix the hold-open device.

Exit Access & Doors

Exits Unobstructed

1031.2 Reliability. Required exit accesses, exits and exit discharges shall be continuously maintained free from obstructions or impediments to full instant use in the case of fire or other emergency where the building area served by the means of egress is occupied. An exit or exit passageway shall not be used for any purpose that interferes with a means of egress.

Status: FAILED & CORRECTED

Notes: Back stairwell from upper level needs to be kept clear at all times.

Means of Egress & Corridors

Means of Egress Unobstructed

1003.6 Means of egress continuity. The path of egress travel along a means of egress shall not be interrupted by a building element other than a means of egress component as specified in this chapter. Obstructions shall not be placed in the minimum width or required capacity of a means of egress component except projections permitted by this chapter. The minimum width or required capacity of a means of egress system shall not be diminished along the path of egress travel.

Status: FAILED & CORRECTED

Notes: East dining room exit, exterior is currently blocked with old seating. Once complete with the dining room seating change, clear sidewalk from exit.

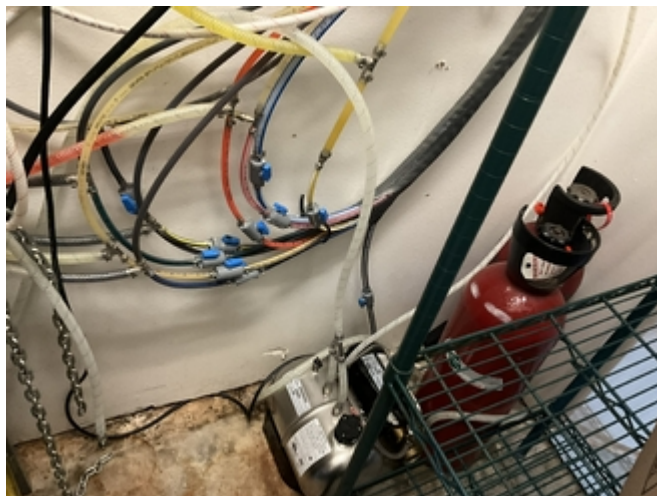
Compressed Gas Cylinders / LPG

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: Chain small cylinders.



Additional Time Spent on Inspection:

Category

Start Date / Time

End Date / Time

Notes: No Additional time recorded

Total Additional Time: 0 minutes

Inspection Time: 61 minutes

Total Time: 61 minutes

Summary:

Overall Result: Correction Notice Issued

Inspector Notes: All items will need to be corrected prior to opening.

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: Hardin, Bryan E
Rank: Assistant Chief
Work Phone(s): 319-626-5709
Email(s): bhardin@northlibertyiowa.org
Hardin, Bryan E:



Signed on: 07/14/2023 09:30

Signature

Date

Representative Signature:

Signature

Date



State of Iowa ABD approval statement from the following county department

Legal Name of Applicant: _____

Name of Business (DBA): _____

Address of Business: _____

Business Phone: _____

Email: _____


State of Iowa ABD License #: _____

Johnson County Health Department:

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

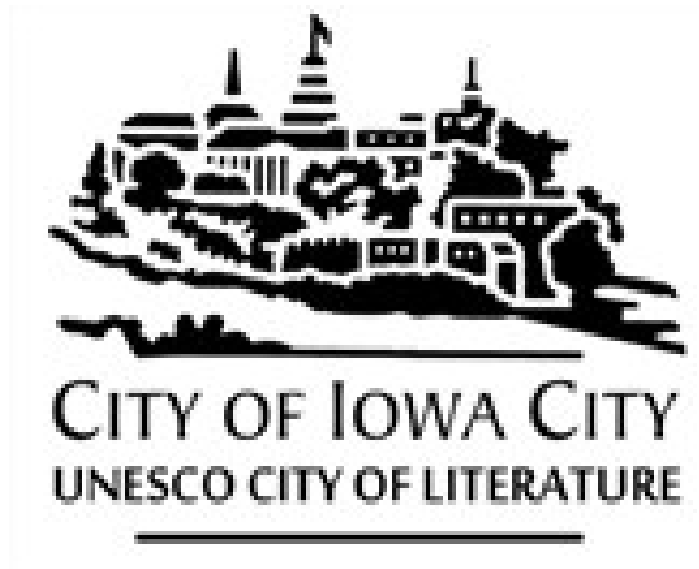
Name: _____

Title: _____ **Date:** _____

Signature:  _____



Bus Rapid Transit



RFP23-21

Bus Rapid Transit Feasibility Study

Issue Date: 3/3/2023

Questions Deadline: 3/23/2023 12:00 PM (CT)

Response Deadline: 3/31/2023 02:30 PM (CT)

Purchasing

Contact Information

Address: City Hall
410 E Washington Street
Iowa City, IA 52240

Event Information

Number: RFP23-21
Title: Bus Rapid Transit Feasibility Study
Type: Request for Proposal
Issue Date: 3/3/2023
Question Deadline: 3/23/2023 12:00 PM (CT)
Response Deadline: 3/31/2023 02:30 PM (CT)
Notes:

The City of Iowa City is seeking proposals from qualified and experienced vendors to provide a:

Bus Rapid Transit Feasibility Study

Questions: All questions and clarifications regarding this Request for Proposal will be accepted until noon on March 23, 2023 (CT) by submitting your questions through Ion Wave. All questions must be in writing in order to receive a response.

Bid Attachments

Wage Theft Policy.pdf

Wage Theft Policy

[View Online](#)

Contract Compliance Document .docx

Contract Compliance Document

[View Online](#)

General Terms and Conditions.pdf

General Terms and Conditions

[View Online](#)

General Requirements for Request for Proposal.docx

General Requirements for Request for Proposal

[View Online](#)

Phase 1_IC-CR Passenger Rail Conceptual Feasibility Study-A.pdf

Attachment A

[View Online](#)

Phase 2_IC-NL Passenger Rail Conceptual Feasibility Study-B.pdf

Attachment B

[View Online](#)

181226_IC-Oakdale Rails to Trails Final Study - Attachment C.pdf

Attachment C

[View Online](#)

Phase 3_IC-NL Commuter Rail Conceptual Feasibility Study_Final Attachment D.pdf

Attachment D

[View Online](#)

Requested Attachments

Wage Theft Policy

(Attachment required)

Proposal

(Attachment required)

General Terms and Conditions Exceptions

Upload only if you have exceptions

Bid Attributes

1 No Contact Policy

A. Code of Silence:

1. No City or Metropolitan Planning Organization (MPO) Representative other than the contact listed under Bid Contact Information should be contacted regarding this Request for Proposal beginning with the issue date of the Request for Proposal and ending with the issuance of the Purchase Order. Any contact initiated by the vendor or by a City or Metropolitan Planning Organization (MPO) representative, other than the Purchasing Division representative listed herein, concerning this Request for Proposal is **strictly prohibited**.
2. **Any such unauthorized contact may cause the disqualification of the vendor from the procurement transaction.**

I have read, understand, and agree to these terms.

(Required: Check if applicable)

2 Proposal Requirements

A. Documents required to be submitted with your proposal. *Vendor's submitted proposal must be organized in the sequence below.* Pricing must also be completed in the line items section of this proposal.

B. Section 1 - Letter of Submission.

Summarize the key points of your proposal. Include the following:

1. The name and contact information for the person(s) who will serve as the Principal Contact with the MPO.
2. A summary of the firm's understanding of the work.
3. A signature of the person in your firm who is authorized to negotiate terms, render binding decisions, and commit the firm's resources.

C. Section 2 – Firm Qualifications.

Tell us about your team. Provide or include:

1. Provide a description of your company's qualifications, credentials, experience and resources as they relate to the conversions of Freight Rail lines for the purpose of Bus Rapid Transit.
2. It is imperative that staff assigned to this project remain consistent throughout the engagement. Provide resumes of all staff assigned to the study. Include training and experience as they relate to the conversions of Freight Rail lines for the purpose of Bus Rapid Transit.

D. Section 3 - Method and Means

Tell us how you will conduct your analysis, provide:

1. The methods and means by which the firm will perform the services outlined in the Request for Proposal in a project work plan.
2. A detailed time schedule. Include a scheduled time frame for completion of the project that would begin on a mutually agreed upon date. This should include a time schedule describing the general work tasks and personnel assigned to the project. It must include estimated task/phrase completion dates and key meeting/presentation dates.

E. Section 4 - Pricing Schedule:

Outline your compensation expectations:

1. Provide a detailed itemized price schedule including milestones with a not to exceed total including reimbursable expenses. The MPO is not responsible for the consultant's failure to provide information and pricing on required items. In this instance the prices submitted will prevail as the proposal.
2. Prices must also be completed in the line items section of this proposal.

F. Section 5 - Reference Projects.

Show us your work, provide:

1. One or more studies prepared for reference projects. Examples do not need to include the entire plan but should, at a minimum, provide an executive study containing the most important points of the project.

G. Vendor's submitted proposal must be organized in the sequence above.

I have read and understand.
(Required: Check if applicable)

3 Scope of Work

A. Project Purpose

The Metropolitan Planning Organization of Johnson County (MPO) is seeking a consultant firm to collaborate with the CRANDIC Railroad; Johnson County; the cities of Iowa City, Coralville, North Liberty; and the University of Iowa, to complete a Bus Rapid Transit Feasibility Study utilizing the existing CRANDIC Railroad right-of-way between Iowa City and North Liberty, Iowa.

I have read and understand.

(Required: Check if applicable)

4 Background

A. The Iowa City Metropolitan Area is home to approximately 145,000 residents and is one of the fastest growing regions in the Midwest – second only to Des Moines in the state of Iowa. With this rapid growth, the metro communities have made a conscious and collective effort to become a leader in providing alternative transportation options for residents, establishing a robust bicycle and pedestrian trail network, and one of the most successful bus transit systems in the country (riders per capita) collectively operated by Iowa City Transit, Coralville Transit, and the University of Iowa Cambus system.

Expanding on these efforts, the potential for repurposing a portion of the Cedar Rapids & Iowa City Railway (CRANDIC) corridor right-of-way between Iowa City and Cedar Rapids, Iowa, for alternative transportation use has been the subject of on-going feasibility studies and discussions by state and local stakeholders since 2015.

Completed feasibility studies include:

1. The Iowa City – Cedar Rapids Passenger Rail Conceptual Feasibility Study Phase 1 (2015), see attachment A.
2. The Iowa City – North Liberty Passenger Rail Conceptual Feasibility Study Phase 2 (2016), see attachment B.
3. The Iowa DOT Impact of Alternative Modes on Interstate 380 Technical Memorandum (2017), to be provided to awarded vendor.
4. Iowa City - Oakdale CRANDIC Corridor Right-of-Way Rails-to-Trails Conversion Study (2018), see attachment C.
5. The Iowa City – North Liberty Commuter Rail Conceptual Feasibility Study Phase 3 (2020), attachment D.

To fully understand available options, local stakeholders now wish to conduct a companion study to examine the feasibility of adapting the existing CRANDIC right-of-way to accommodate bus rapid transit – rather than passenger rail (previously studied). The end goal of the study is to allow local stakeholders the opportunity to compare elements of the completed Passenger Rail Studies with elements of a completed Bus Rapid Transit Feasibility Study including, but not limited to, economic and social benefits, ridership and revenue forecasts, service plans, infrastructure and equipment requirements and opinion of probable cost estimates, federal regulatory requirements, financial plan strategies, and governance.

I have read and understand

(Optional: Check if applicable)

5 Specifications

A. The Iowa City Metro Area is a leader in providing alternative transportation options for residents. To further strategic planning goals, local stakeholders now wish to explore the feasibility of adapting the existing CRANDIC right-of-way between Iowa City and North Liberty, Iowa, to accommodate a bus rapid transit system. Such a system would provide an alternative transportation choice (especially for those with limited transportation options), provide a critical transportation 'spine' through the metro area, provide an environmentally friendly transportation option, provide a faster and more efficient form of transportation for area residents, and reduce congestion on area roadways.

B. The Metropolitan Planning Organization of Johnson County would like to develop a Bus Rapid Transit Feasibility Study. The Study must:

1. Build off completed passenger rail (and associated) studies.
2. Show the overall feasibility of utilizing the CRANDIC right-of-way between Iowa City and North Liberty Iowa for bus rapid transit use including, but not limited to, economic and social benefits, ridership and revenue forecasts, service plans, infrastructure and equipment requirements and opinion of probable cost estimates, federal regulatory requirements, financial plan strategies, and governance.
3. Clearly show the pros and cons of a bus rapid transit system between Iowa City and North Liberty Iowa when directly compared to the findings of the completed passenger rail (and associated) studies.
4. Identify the feasibility and opinion of probable cost estimate for a multi-use recreational trail to be established parallel to a bus rapid transit line within the study area.
5. Provide detail regarding any regulatory challenges with the conversion from freight rail to bus rapid transit and multi-use recreational trail and outline the necessary process to realize such a conversion.
6. Identify the necessary steps to be taken to realize the conversion of the corridor to a bus rapid transit system.
7. Be presented in a format that is visually appealing and easy to understand by a wide audience of stakeholders.

C. The Consultant must:

1. Have strong facilitation and written/verbal communication skills.
2. Have expertise and working knowledge with respect to freight and passenger rail and conversions to bus rapid transit and multi-use recreational trails.

D. The MPO will provide the following resources to the consultant to facilitate the Study:

1. A project manager and lead contact – MPO of Johnson County Executive Director.
2. A Stakeholder Committee – Consisting of representatives of the cities of Iowa City, Coralville, North Liberty, the Johnson County Board of Supervisors, the University of Iowa, and the CRANDIC Railroad and/or others at the MPO's discretion.
3. Access to the CRANDIC Railroad right-of-way.
4. Access to all relevant studies.

I have read and understand these terms.

(Required: Check if applicable)

6 Specifications - Deliverables

A. Resources to be delivered by the consultant:

The vendor must:

1. Build on existing passenger rail (and associated studies) and use the documents as a guide.
2. Identify a conceptual service plan and schedule for the new service and any necessary adjustments to existing Iowa City Transit, Coralville Transit, and University of Iowa Cambus services to complement the new service and eliminate potential redundancies.
3. Provide a conceptual ridership and revenue forecast.
4. Identify locations for bus stops on the main line, and provide facility needs/concepts and opinion of probable costs – including space requirements and potential land purchase for parking at in-bound sites.
5. Review existing rolling stock operated by Iowa City Transit, Coralville Transit, and University of Iowa Cambus and identify additional vehicle needs created by the new service.
6. Identify the appropriate type of vehicles necessary for the new service, number, availability, cost, and compare costs/benefits of traditional diesel vs electric buses and regular 40' heavy-duty buses vs. high-capacity articulated and bi-articulated buses.
7. Identify any additional fleet shop requirements or facilities and equipment needed to maintain and repair necessary vehicles.
8. Identify any additional right-of-way and/or easements necessary to establish the concept for bus rapid transit.
9. Identify any additional right-of-way and/or easements necessary to establish the concept for a parallel multi-use recreational trail.
10. Review existing infrastructure and identify new infrastructure requirements and opinion of probable cost for the conversion of the existing freight rail to a bus rapid transit line.
11. Review existing infrastructure and identify new infrastructure requirements and opinion of probable cost for the conversion of the existing freight rail to a bus rapid transit line with a parallel multi-use recreational trail – where not redundant with existing trail facilities.
12. Provide probable operations and maintenance costs associated with the concept for bus rapid transit.
13. Provide probable operations and maintenance costs associated with the concept for a parallel multi-use recreational trail.
14. Examine federal regulatory requirements associated with the concepts and clearly describe the process to complete the desired concepts including any barriers to completion.
15. Identify potential State/Federal financial assistance available for construction and operation/maintenance of the concept.

I have read, understand, and agree to these terms.

(Required: Check if applicable)

7 Specifications - Additional Vendor Tasks

A. Additional Consultant Team Tasks. The vendor must:

1. Provide monthly check in calls with the MPO Project Manager.
2. Hold a minimum of four (4) online meetings with the staff committee which will include, but not be limited to the following:
 - A) Project kickoff;
 - B) Progress update #1
 - C) Progress update #2
 - D) Review of draft and final input
3. Be responsible for organizing and facilitating all Committee meetings.
4. Provide a final presentation in the forum/format of the Project Manager's choice.
5. Provide a slide deck for the final presentation that can be used for additional presentations.
6. Provide a polished final report in PDF format. Provide all data used in analyses for the final plan - as requested.

I have read and understand

(Required: Check if applicable)

8 Scoring

A. Each proposal stands alone and will be evaluated on its own merits by an evaluation committee in terms of meeting the MPO's requirements and overall responsiveness to this Request for Proposal.

B. Vendors will be treated equally without regard to race, color, creed, religion, national origin, sex, gender identity, sexual orientation, disability, marital status, and age.

C. Failure of the vendor to provide any information requested in this Request for Proposal may result in disqualification of the proposal and will be the responsibility of the vendor.

D. The proposal that accrues the highest point total based on a **150-point scale** will be recommended for award subject to the best interests of the MPO. Each category receives a point value within the specified range based on how well the proposal meets or exceeds the City's requirements.

E. Point category and assigned points. Scoring Phase One, total points - 100.

1. Proposal Work Plan Methodology - 40 points
2. Qualifications of the firm - 30 points
3. Time Frame - 15 points
4. Price - 15 points

F. Point category and assigned points. Scoring Phase Two, total points - 50.

1. References, successfully executed contracts. - 10 points
2. Qualifications of the Project Team - 15 points
3. Presentation/Interview - 25 points

G. Submittal of a proposal infers acceptance of these scoring techniques.

I have read and understand these terms.

(Required: Check if applicable)

9 Pricing

A. Pricing for this Request for Proposal must be completed in the "Line Items" tab.

B. The City is not responsible for the vendor's failure to provide information and pricing on required items. The submitted pricing must include all of the costs required to perform the tasks of this contract. Any costs not included in the vendor's submitted proposal that are required to perform the services under this contract, will be the responsibility of the awarded vendor. These costs include, but are not limited to, labor, materials, equipment, training, shipping, packing and shipping materials, and travel, etc. The quantities provided are merely an estimate and in no way obligate the City of Iowa City to purchase a specific amount of goods and or services.

I have read and understand these terms.

(Required: Check if applicable)

1
0 **Contract Term**

A. A time frame for a study must begin on a mutually agreed upon date. Pricing must be firm from the date stated on the contract purchase order. No price escalation will be allowed during the original term of the contract.

I have read and understand these terms.

(Required: Check if applicable)

1
1 **Required Attachments and Exceptions**

A. From the Attachments tab download and review the following required documents.

1. General Requirements for Requests for Proposals
2. General Terms and Conditions
3. Wage Theft Affidavit (**Please sign and upload your completed Wage Theft Affidavit to the Response Attachments tab.**)
4. Contract Compliance Form (**To be completed by awarded vendor only.**)

B. Vendors are required to inform themselves of all requirements of this Request for Proposal. Failure to do so is at the vendor's own risk. If a vendor does not clearly demonstrate and provide documentation substantiating that they are compliant with the qualifications and specifications of this Request for Proposal, they may be disqualified.

C. Exceptions may not be added after the Request for Proposal due date. If your company has no exceptions/deviation select "No exceptions" from the menu below. **If you select "No exceptions" you may not submit your company's terms and conditions or any other list of exceptions after the due date.** If you have exceptions to this Request for Proposal, choose "I have exceptions" from the menu below and attach a list of your exceptions to the response attachments tab.

I have exceptions I have no exceptions

(Required: Check only one)

1
2 **Prohibited Interest**

A. Section 362.5 of the Iowa Code prohibits a City officer or employee from having an interest in a contract with the City, and certifies that no employee or officer of the City, which includes members of the City Council and City boards and commissions, has an interest, either direct or indirect, in this agreement, that does not fall within the exceptions to said statutory provision enumerated in Section 362.5

B. Your firm shall identify any relationship that has existed, or presently exists with the City of Iowa City and its staff that may interfere with fair competition or may be a possible conflict of interest for either party. **If no relationship has existed or does not presently exist, the company must make this statement in the space provided below (companies are subject to disqualification on the basis of any potential for conflict of interest as determined by the City of Iowa City).**

(Required: Maximum 4000 characters allowed)

**1
3** Liens, Unsatisfied Judgments, Disciplinary Actions

A. List any and all of the following that are current, pending, or occurring in the last five (5) years in the space provided below.

1. Disciplinary actions
2. Administrative proceedings
3. Malpractice claims
4. Other like proceedings against your company or any of its personnel relating to your firm's services

If your company has no liens, unsatisfied judgments, or disciplinary actions that have occurred you must state this also in the space provided below.

(Required: Maximum 4000 characters allowed)

**1
4** Reference #1 Name

(Required: Maximum 1000 characters allowed)

**1
5** Reference #1 Address

(Required: Maximum 1000 characters allowed)

**1
6** Reference #1 Phone Number

() - ext:

(Required)

**1
7** Reference #1 Email

(Required: Email address)

**1
8** Reference #1, Types of services performed for the business and number of years your company has been working with the business.

(Required: Maximum 4000 characters allowed)

19 Reference #2 Name

(Required: Maximum 1000 characters allowed)

20 Reference #2 Address

(Required: Maximum 1000 characters allowed)

21 Reference #2 Phone Number

(____) _____ - _____ ext: _____

(Required)

22 Reference #2 Email

(Required: Email address)

23 Reference #2, Types of services performed for the business and number of years your company has been working with the business.

(Required: Maximum 4000 characters allowed)

24 Reference #3 Name

(Required: Maximum 1000 characters allowed)

25 Reference #3 Address

(Required: Maximum 1000 characters allowed)

26 Reference #3 Phone Number

(____) _____ - _____ ext: _____

(Required)

2 7	Reference #3 Email <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div> <p><i>(Required: Email address)</i></p>
----------------	---

2 8	Reference #3, Types of services performed for the business and number of years your company has been working with the business. <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 4000 characters allowed)</i></p>
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Bid Lines

1	Total not to exceed price including reimbursable expenses to execute a Bus Rapid Transit Feasibility Study. Quantity: <u> 1 </u> UOM: <u> EA </u> Price: \$ <input style="width: 150px;" type="text"/> Total: \$ <input style="width: 100px;" type="text"/> Supplier Notes: _____ _____ <div style="float: right; border: 1px solid gray; padding: 5px; background-color: #f0f0f0;"><input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i></div>
----------	---

Supplier Information

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Supplier Notes

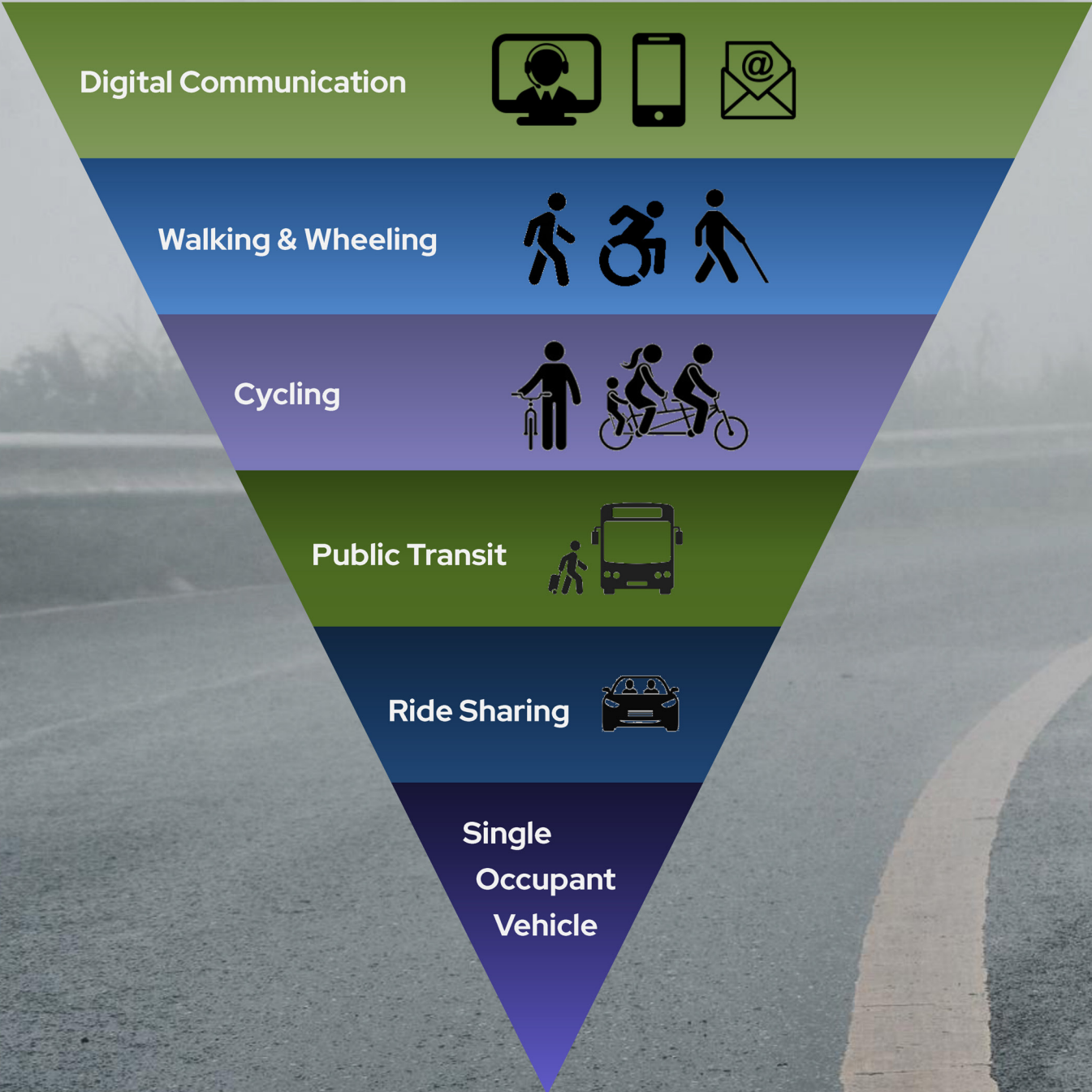
By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature

NORTH LIBERTY ANNUAL TRANSIT REPORT

aug
2023



**NORTH LIBERTY
TRANSPORTATION ASSISTANCE PROGRAM (NLTAP)
NOVEMBER 2018 - CURRENT**

More in Appendix A

NORTH LIBERTY TRANSPORTATION ASSISTANCE PROGRAM												
	RUN DAYS	# OF RIDES	AVG # RIDES/ DAY	AVG # RIDES/ ACTIVE USER	TOTAL USERS	INACTIVE USERS	ACTIVE USERS	FARE (RETAINED BY YELLOW CAB)	CITY TOTAL	CITY COST/ RIDE	CITY COST/ ACTIVE USER	
FY2023	July	26	141	5.4	4.7	106	76	30	\$ 141	\$ 2,583	\$ 18	\$ 86
	August	27	153	5.7	4.4	111	76	35	\$ 153	\$ 2,759	\$ 18	\$ 79
	September	26	213	8.2	5.5	120	81	39	\$ 213	\$ 4,098	\$ 19	\$ 105
	October	26	193	7.4	4.9	129	90	39	\$ 193	\$ 3,418	\$ 18	\$ 88
	November	26	201	7.7	5.6	128	92	36	\$ 201	\$ 3,674	\$ 18	\$ 102
	December	27	211	7.8	5.1	126	85	41	\$ 211	\$ 3,447	\$ 16	\$ 84
	January	26	283	10.9	8.1	122	87	35	\$ 283	\$ 4,119	\$ 15	\$ 118
	February	24	241	10.0	5.9	125	84	41	\$ 241	\$ 3,529	\$ 15	\$ 86
	March	27	315	11.7	7.0	126	81	45	\$ 315	\$ 5,686	\$ 18	\$ 126
	April	25	351	14.0	7.0	124	74	50	\$ 351	\$ 6,834	\$ 19	\$ 137
	May	26	335	12.9	8.6	131	92	39	\$ 335	\$ 5,326	\$ 16	\$ 137
	June	26	319	12.3	7.3	130	86	44	\$ 319	\$ 6,024	\$ 19	\$ 137
	TOTAL	312	2,956						\$ 2,956	\$ 51,496		
	AVERAGE MONTH		240	9.5	6.1	123	84	40		\$ 4,291	\$ 17	\$ 104

For \$1 per ride, qualified North Liberty residents can call a Yellow Cab of Iowa City taxi to pick up groceries, get to the bank, visit a doctor, connect to a bus or certain other essential quality-of-life trips scheduled Monday through Friday from 7 a.m. to 5 p.m. or Saturday 7 a.m. to 3 p.m.

Residents can be eligible for this program because they don't have access to vehicle, face financial difficulty, or are permanently or temporarily disabled.

- demand - response
- curb to curb
- requires qualification, application, enrollment & annual renewal
- \$1.00 fare
- limited to specific destinations (grocery, medical, government)
- rides cannot be denied to enrolled persons
- Monday - Friday 7:00 AM - 5:00 PM;
Saturday 7:00 am - 12:00 pm

northlibertyiowa.org/nltap
Angela McConville,
North Liberty Special Projects Coordinator
24/7 Transit Hotline (319) 626-5918
transit@northlibertyiowa.org

CORALVILLE TRANSIT
NORTH LIBERTY ROUTE
SEPTEMBER 2006 - CURRENT

CORALVILLE TRANSIT BUS - AM & PM ROUTE										
	RUN DAYS	RUN HOURS	# OF RIDES	AVG # RIDES/DAY	APPROX USERS/DAY	TOTAL FARE COLLECT	COST/RUN HOUR	SERVICE COST	CITY TOTAL = SRVC COST - FARE CREDIT	CITY COST/RIDE
FY2023 July	20	80	406	20	10	\$ 345	\$ 92	\$ 7,377	\$ 7,032	\$ 17
August	23	92	498	22	11	\$ 423	\$ 103	\$ 9,475	\$ 9,052	\$ 18
September	21	84	501	24	12	\$ 426	\$ 127	\$ 10,649	\$ 10,223	\$ 20
October	21	84	463	22	11	\$ 394	\$ 90	\$ 7,568	\$ 7,175	\$ 15
November	20	80	392	20	10	\$ 333	\$ 110	\$ 8,795	\$ 8,462	\$ 22
December	21	84	321	15	8	\$ 273	\$ 129	\$ 10,802	\$ 10,530	\$ 33
January	20	80	437	22	11	\$ 371	\$ 100	\$ 7,977	\$ 7,605	\$ 17
February	20	80	457	23	11	\$ 388	\$ 105	\$ 8,406	\$ 8,017	\$ 18
March	23	92	455	20	10	\$ 387	\$ 160	\$ 14,691	\$ 14,304	\$ 31
April	20	80	427	21	11	\$ 363	\$ 91	\$ 7,277	\$ 6,914	\$ 16
May										
June										
TOTAL	209	836	4,357			\$ 3,703		\$ 93,016	\$ 89,313	
AVERAGE MONTH	21	84	436	21	10	\$ 370	\$ 111	\$ 9,302	\$ 8,931	\$ 21
<i>12mo estimate totals</i>	<i>251</i>	<i>1,003</i>	<i>5,228</i>			<i>\$ 4,444</i>	<i>\$ 1,327</i>	<i>\$ 111,620</i>	<i>\$ 107,175</i>	

Coralville Transit is owned and operated by the City of Coralville. Since North Liberty is not a designated Iowa transit authority, we must contract through an existing authority for bus service.

The Transit app is available for Coralville Transit riders to track their bus in real time. Transit shows riders nearby options and departure times, bus services with expected bus arrival times, trip planning, step-by-step navigation, and has push notifications.

coralville.org/80/Transit-Parking
 Vicky Robrock,
 Coralville Director of Parking and Transportation
 (319) 248-1790
 vrobrock@coralville.org

- fixed route
- stop to stop
- open to public
- \$1.00 fare 18+ and \$0.50 5-17 (under 5 & 65+ free)
- runs two times a day
- North Liberty to Iowa City: 6:30 AM - 7:30 AM;
 Iowa City to North Liberty: 5:00 PM - 6:00 PM

JOHNSON COUNTY
PARATRANSIT
SEPTEMBER 2006 - CURRENT

JOHNSON COUNTY SEATS PARATRANSIT								
	RUN HOURS	# OF RIDES	FLAT FARE CREDIT	FARE CREDIT/ RIDE	COST/ RUN HOURS	SERVICE COST	CITY TOTAL = CITY SRVC COST - FARE CREDIT COST/ RIDE	
FY2023 July	63	96	\$ 287	\$ 3	\$ 105	\$ 6,661	\$ 6,374	\$ 66
August	42	77	\$ 287	\$ 4	\$ 66	\$ 2,811	\$ 2,524	\$ 33
September	22	46	\$ 287	\$ 6	\$ 76	\$ 1,662	\$ 1,376	\$ 30
October	32	65	\$ 287	\$ 4	\$ 65	\$ 2,105	\$ 1,818	\$ 28
November	22	58	\$ 287	\$ 5	\$ 72	\$ 1,618	\$ 1,332	\$ 23
December	25	53	\$ 287	\$ 5	\$ 95	\$ 2,321	\$ 2,035	\$ 38
January	17	40	\$ 287	\$ 7	\$ 69	\$ 1,161	\$ 874	\$ 22
February	24	48	\$ 287	\$ 6	\$ 70	\$ 1,707	\$ 1,420	\$ 30
March	20	43	\$ 287	\$ 7	\$ 60	\$ 1,207	\$ 921	\$ 21
April	27	60	\$ 287	\$ 5	\$ 98	\$ 2,625	\$ 2,339	\$ 39
May								
June								
TOTAL	295	586	\$ 2,865			\$ 23,879	\$ 21,014	
AVERAGE MONTH	30	59	\$ 287	\$ 5	\$ 78	\$ 2,388	\$ 2,101	\$ 33
<i>12mo estimate totals</i>	<i>354</i>	<i>703</i>	<i>\$ 3,438</i>			<i>\$ 28,655</i>	<i>\$ 25,216</i>	

**Training costs added.*

The Americans with Disabilities Act of 1990 (ADA) requires Coralville Transit to provide equivalent public transportation to individuals with disabilities that cannot board, ride or get to an accessible fixed-route bus due to their disability. This service must be comparable to the service that is provided to individuals without disabilities. The law is very specific as to whom and under what circumstances eligibility may be granted to use Paratransit transportation. Paratransit eligibility is not automatically assumed because of a disability.

- paratransit
- door to door
- requires qualification, application & enrollment
- \$2.00 fare
- anywhere in Johnson County
- rides cannot be denied to enrolled persons
- North Liberty Pickups: Monday - Friday 7:00 AM, 11:00 AM & 4:30 PM

johnsoncountyiowa.org/seats
 Tom Brase,
 Johnson County Transportation/Fleet Director
 (319) 339-6128
 tbrase@johnsoncountyiowa.gov

JOHNSON COUNTY
SEATS ARPA
NOVEMBER 2022 - CURRENT

More in Appendix B

JOHNSON COUNTY SEATS ARPA														
	RUN DAYS	# OF RIDES	AVG # RIDES/DAY	AVG # RIDES/ACTIVE USER	TOTAL USERS	INACTIVE USERS	ACTIVE USERS	FARE (RETAINED BY SEATS)	CITY TOTAL	CITY COST/ RIDE	CITY COST/ ACTIVE USER	ACTUAL TOTAL COST	ACTUAL COST/ RIDE	ACTUAL COST/ ACTIVE USER
FY2023	July													
	August													
	September													
	October													
	November	22	35	1.6	x	x	x	\$ 175	\$ 700	\$ 20	x	\$ 1,400	\$ 40	x
	December	22	114	5.2	x	x	x	\$ 570	\$ 2,280	\$ 20	x	\$ 4,560	\$ 40	x
	January	22	95	4.3	10.6	x	x	9 \$ 475	\$ 1,900	\$ 20	\$ 211	\$ 3,800	\$ 40	\$ 422
	February	20	124	6.2	11.3	41	30	11 \$ 620	\$ 2,480	\$ 20	\$ 225	\$ 4,960	\$ 40	\$ 451
	March	23	184	8.0	15.3	48	36	12 \$ 920	\$ 3,720	\$ 20	\$ 310	\$ 7,360	\$ 40	\$ 613
	April	20	144	7.2	13.1	49	38	11 \$ 720	\$ 2,920	\$ 20	\$ 265	\$ 5,760	\$ 40	\$ 524
	May	23	139	6.0	12.6	53	42	11 \$ 695	\$ 2,820	\$ 20	\$ 256	\$ 5,560	\$ 40	\$ 505
	June	22	88	4.0	11.0	53	45	8 \$ 440	\$ 1,800	\$ 20	\$ 225	\$ 3,520	\$ 40	\$ 440
TOTAL		174	923					\$ 4,615	\$ 18,620			\$ 36,920		
AVERAGE MONTH		115	5.3	12.3			10	\$ 634	\$ 2,560	\$ 20	\$ 249	\$ 5,074	\$ 40	\$ 493
<i>12mo estimate totals</i>		<i>261</i>	<i>1,385</i>						<i>\$ 30,720</i>			<i>\$ 60,891</i>		

***increased to \$25 for FY24**

Johnson County SEATS same-day on-demand service for Johnson County residents is now available. This service offers same-day rides to Johnson County residents who do not have access to alternative forms of transportation. The expansion is a result of Johnson County’s investment of funds received from the federal government through the American Rescue Plan Act (ARPA).

- on demand/microtransit
- curb to curb
- requires qualification, application, enrollment & annual renewal
- \$5.00 fare
- anywhere in Johnson County
- one bus/driver and can deny rides if full
- Monday - Friday 7:30 AM - 4:30 PM

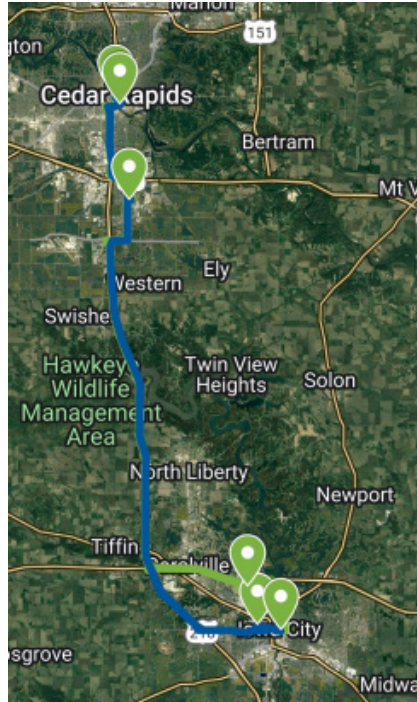
Riders must get a one-time referral through North Liberty Transit Coordinator or Johnson County Mobility Coordinator before accessing the service. Rides cost \$5 each way. At the time of pickup, riders must provide either cash or an agency-issued ticket. The vehicle used for this service is accessible.

johnsoncountyiowa.gov/sameday
 seatsarpa@johnsoncountyiowa.gov

EAST CENTRAL IOWA COUNCIL OF GOVERNMENTS
380 EXPRESS CORRIDOR RIDES
SEPTEMBER 2021 - CURRENT

380 Express Stops

- 📍 Cedar Rapids Ground Transportation Center
- 📍 Cedar Rapids Lot 44 Park and Ride
- 📍 Kirkwood Community College
- 📍 UIHC West Campus Transportation Center
- 📍 Court Street Transportation Center
- 📍 Coralville Transit Intermodal Facility



380 Express is managed by the East Central Iowa Council of Governments (ECICOG). ECICOG has contracted with Windstar Lines, Inc. to operate the bus service for all 380 Express Routes.

Closest stop for 380 Express is the Coralville Transit Intermodal Facility.


380express.com
(319) 362-0375
info@380express.com

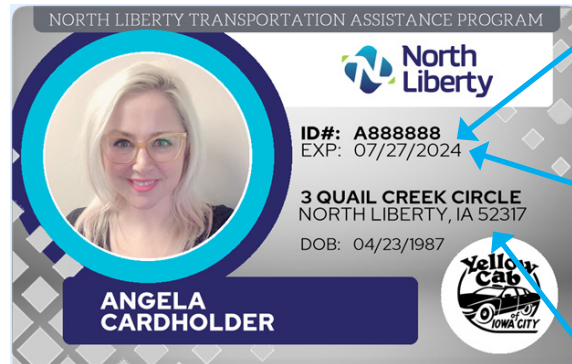
- fixed route
- stop to stop
- open to public
- \$3.50 fare 7+ (under 6 free); \$1.75 fare 60+ & disabled
- runs circuitous service
- Monday - Friday 5:00 AM - 9:00 PM

APPENDIX A
NLTAP

NLTAP CARD DESIGN

FRONT - REGULAR VEHICLE USER

 uses regular vehicle

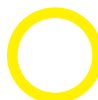


Unique Identifier: used by both Yellow Cab and City

Expiration Date: one year from date application process was completed or – for temporary cards – date doctor says patient can resume driving

Home Address: cab driver uses this to confirm the residential pick up or drop off is their verified home address

FRONT - ACCESSIBLE VEHICLE USER

 uses wheelchair vehicle



Both Yellow Cab and North Liberty logos

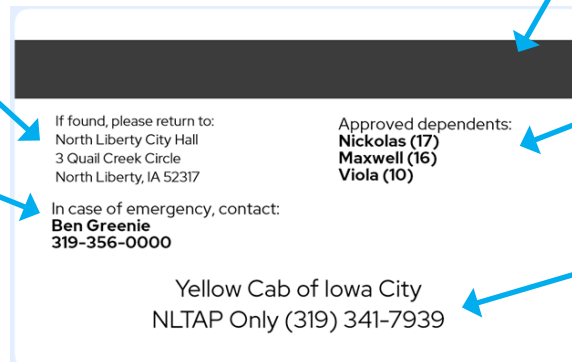
Date of Birth and Full Name: to help confirm identity

Magnetic stripe has no information stored in it at this time

BACK

“If found please return to”: helps the finder return the card to the correct location

“In case of emergency”: for the cab driver to have a contact person, considering many trips are for medical purposes



“Approved dependents”: only these children under 18 can ride with cardholder; ages included to help confirm identity

Dedicated NLTAP phone number as a reminder (font was enlarged in 2022 to be more visible for low vision individuals)

APPLICANT NUMBERS

Step 1: application

Interested people can:

1. apply on the online form (have received 225),
2. request a printed form be mailed to them,
3. attend a registration drive (have held 13 at the Pantry, Library, North Liberty Living Center, Jefferson Point, and Keystone),
4. ask for a form while visiting City Hall, or
5. fill out the online form at their onboarding appointment.

Step 2: onboarding appointment

Upon receipt of an application, Transit Coordinator sets up a home visit to complete the application process. At that visit, staff reviews the User Guide with the applicant on how to use the program, answers questions, checks proof of residence and other required proof of eligibility, issues the person's identification card, and presents the Code of Conduct policy. In many instances, staff will help navigate the resident through other local resources, continuing the conversation. This staff person serves as a contact point between the City and the resident. We use Hands Up Communications to translate when there is a language barrier.

In a handful of instances, applicants do not complete the entire process. These typically begin as online applications and fall into one of these categories:

- Applicant does not qualify for the program because they do not live within City Limits;
- Applicant neglected to set up the home visit to complete the application process, even after multiple attempts to contact;
- Applicant is a home visit no-show and does not respond to follow up calls;
- Applicant responded that, after receiving further information from the Transit Coordinator, the program does not fulfill needs (e.g., looking for work transportation).

In the last year, we did have one person express hesitancy due to concerns about using taxis as the transport mechanism, but they have since used the program and changed their mind.

Completed Enrollments (2019 - current)

YEAR	MONTH	# NEW	# RENEW	# CURRENT
2019	November	50		50
	December	21		71
2020	January	23		94
	February	3		97
	March	3		100
	April	3		102
	May	2		102
	June	2		103
	July	3		106
	August	6		112
	September	5		117
	October	1		118
	November	4	27	121
	December	6	8	105
2021	January	2	6	94
	February	2	5	81
	March	3	1	83
	April	2	1	83
	May	3	2	84
	June	8	2	93
	July	2	2	95
	August	4	2	98
	September	6	0	98
	October	5	1	100
	November	2	1	102
	December	4	20	95
2022	January	6	6	92
	February	8	8	100
	March	3	1	100
	April	2	2	100
	May	5	2	103
	June	6	2	106
	July	4	5	106
	August	5	4	111
	September	13	0	120
	October	10	5	129
	November	2	12	128
	December	6	14	126
2023	January	3	4	122
	February	7	11	125
	March	7	3	126
	April	3	2	124
	May	7	3	131
	June	3	8	130
	July	5	6	125
	August	1	1	123
TOTALS		281	170	

Step 3: annual renewal

About four weeks before a person's NLTA card expires, the Transit Coordinator sends a renewal application in the mail with a self-addressed stamped envelope. If any conditions have changed since the person first applied, then proof needs to be provided. Otherwise, a new card is sent with an updated expiration date and the cardholder is asked to cut up and throw away their expired card.

CARDHOLDER DEMOGRAPHICS

	#CURRENT	%TOTAL	AUG 2021	AUG 2020	ALL
Category A: No Vehicle	72	56%	53	61	154
Category B: Low Income	29	22%	30	42	70
Category C: Permanent Disability	15	12%	13	7	26
Category D: *Temporary Disability	0	0%	2	5	10
Category O: City Employee	0	0%	1 not available		1
Category YT: Yellow Transport	13	10%	1 not available		14

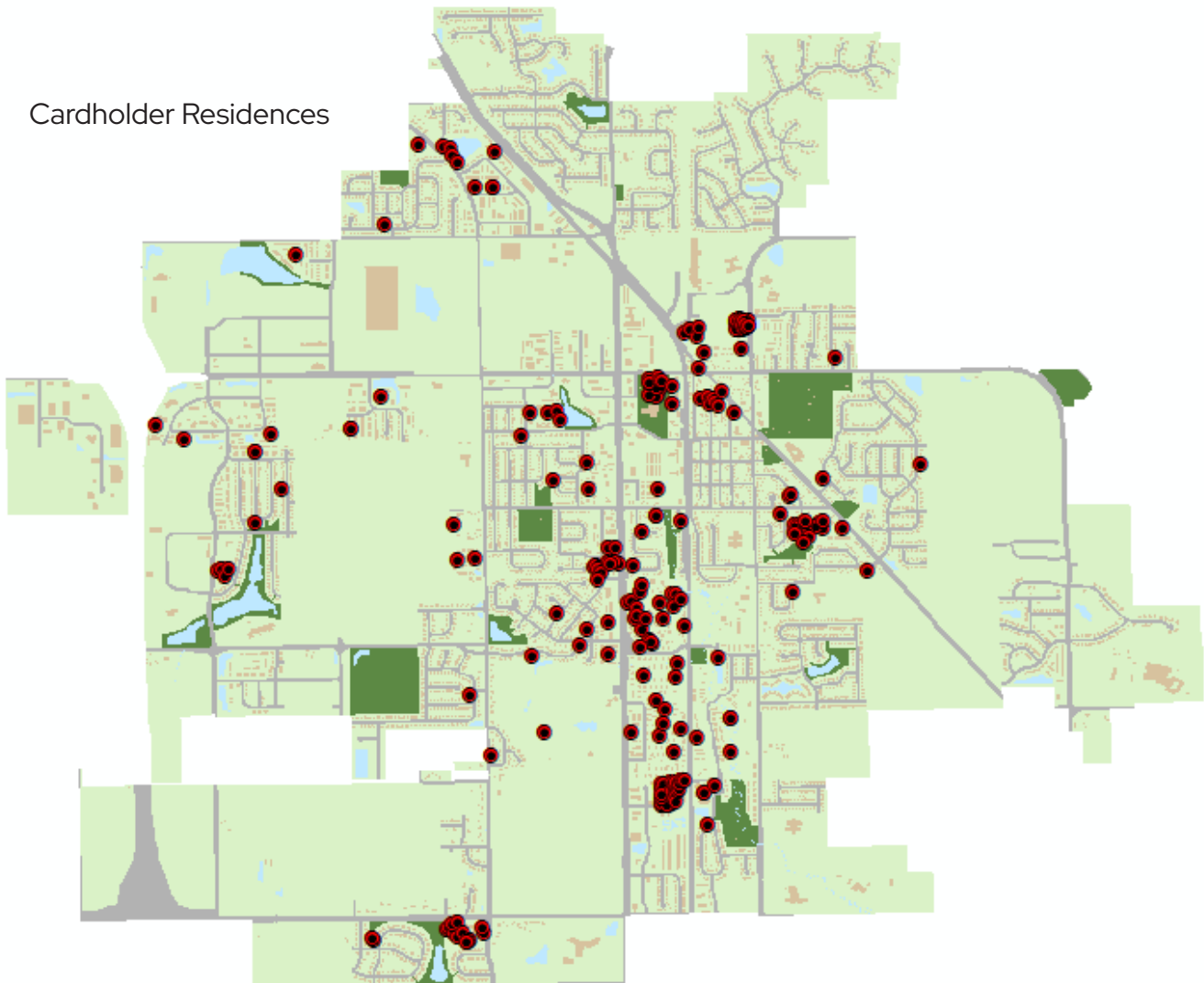
*temporary = surgery or injury that temporarily impacts ability to drive (usually ~ 3 - 5 months).

	< 30	30s	40s	50s	60s	70s	80s	90s	AVERAGE	MEDIAN
AUG 2020	10	12	5	10	32	26	13	7	63	66
AUG 2021	10	10	7	10	26	17	17	3	62	66
JUN 2023	13	16	14	12	31	22	16	5	59	64

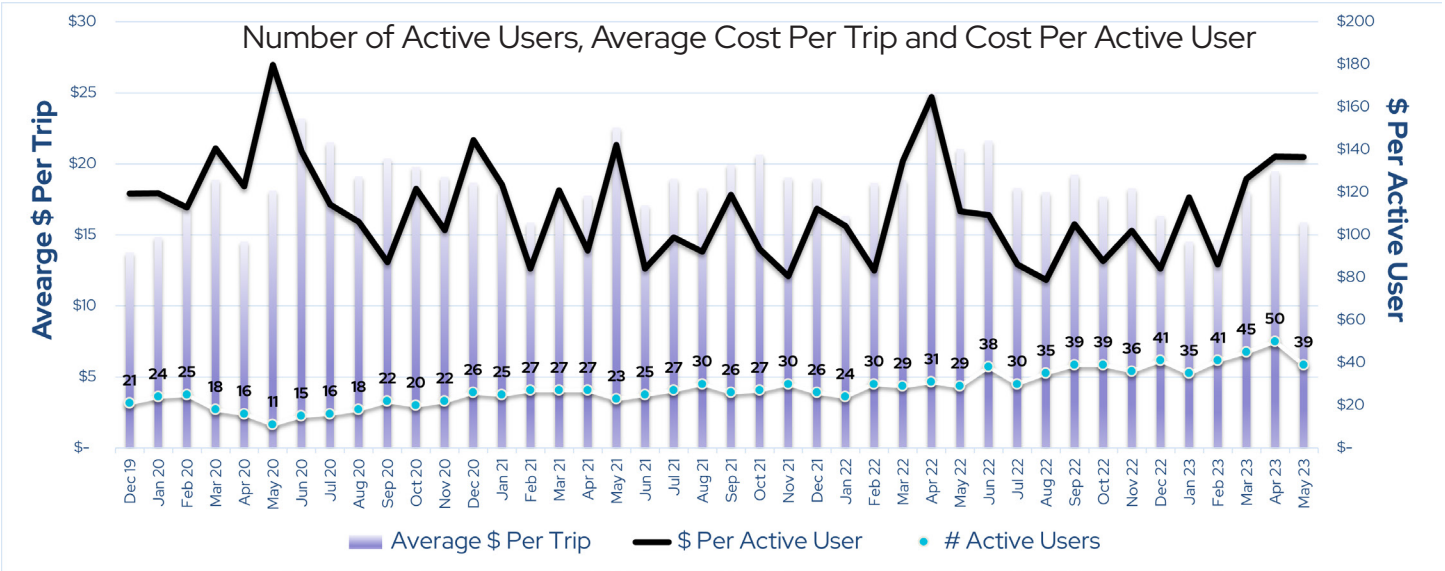
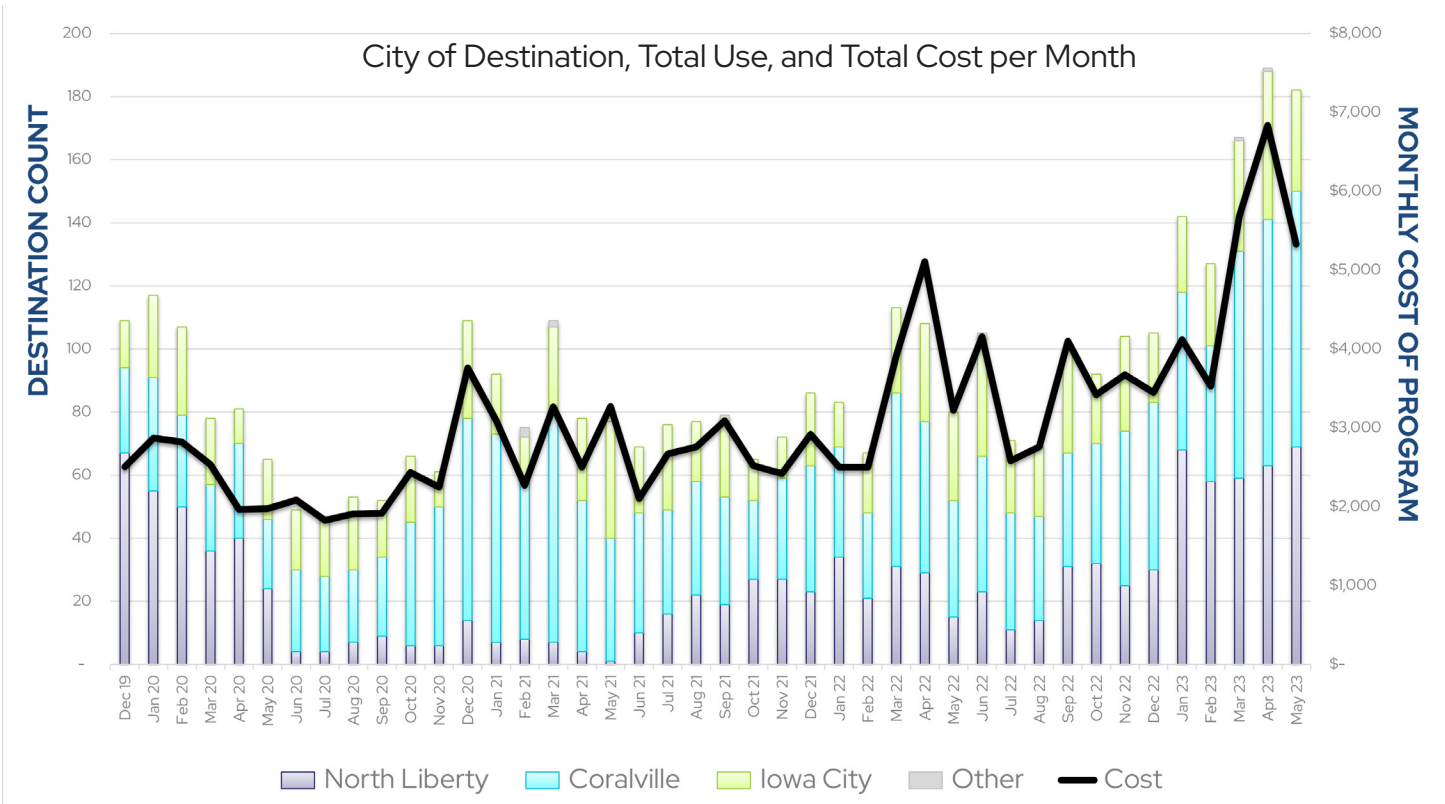
English as a Second Language:

French	1
Spanish	12

Cardholder Residences



CARDHOLDER TRAVEL TRENDS



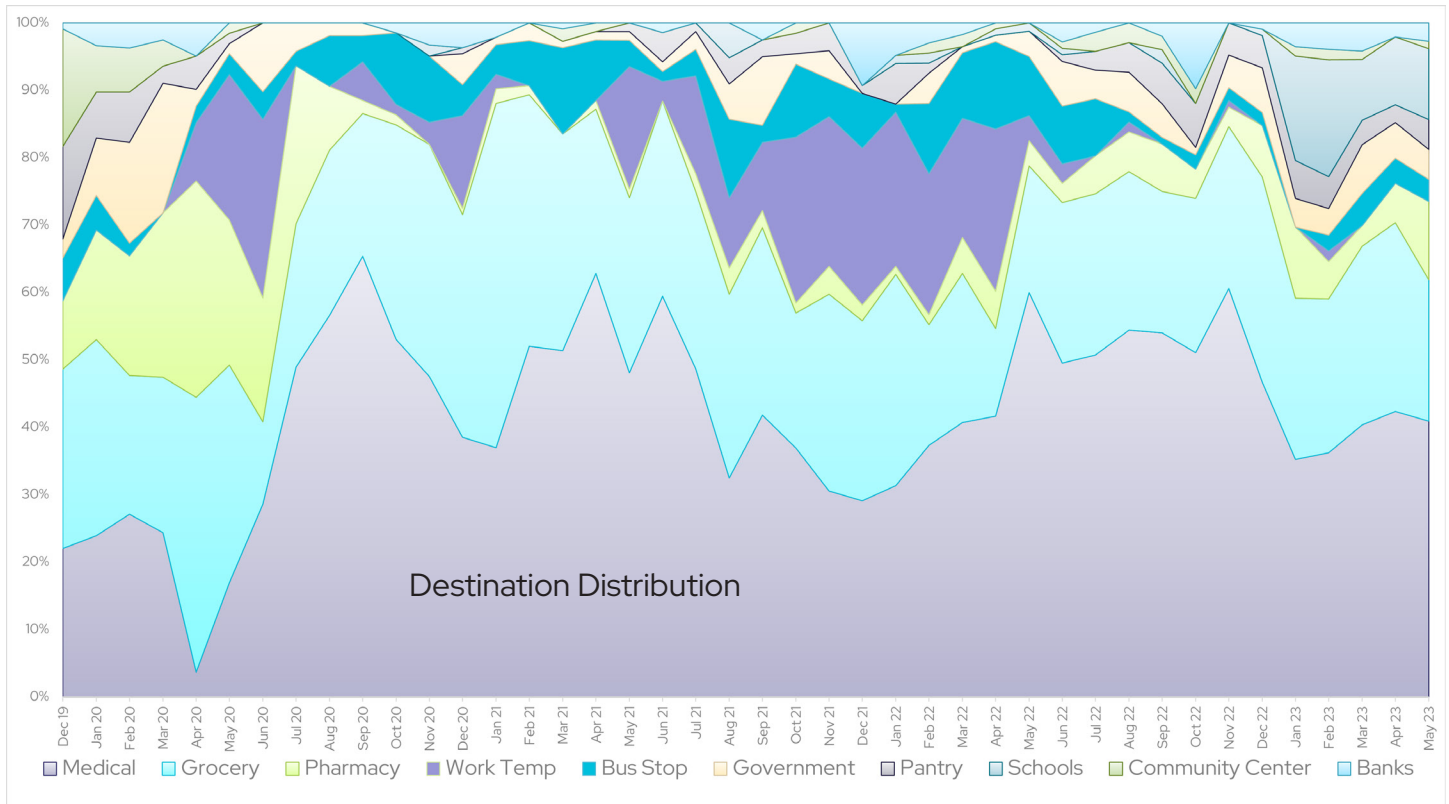
All North Liberty to North Liberty trips cost about \$10 each way. Actual costs vary on traffic and time of day. Uncontrollable variables can impact cost of trip by as much as \$10 each way. These samples were pulled from the Spring 2023 user reports.

ORIGIN	DESTINATION	COST
Home in Holiday Lodge	Coralville Walmart	\$12.75
Home on Savannah Drive	Crosspark Road Hy-Vee	\$17.25
Home on North Dubuque Street	Coral Ridge Mall Bus Stop	\$17.50
Home in NL Living Center	Iowa River Landing in Coralville	\$20.00
Home on East Penn Street	University of Iowa Main Hospital	\$32.00
Home on Zeller Crossing	Iowa City Driver's License Station	\$35.75
Accessible Wheelchair Anywhere	Accessible Wheelchair Anywhere	\$49.00

CARDHOLDER TRAVEL TRENDS

For all rides taken from December 2019 through May 2023 (not going to cardholder residence):

- 41% were to medical appointments
- 26% were to grocery stores
- 7% were to pharmacies
- 6% were to temporary approval to workplaces
- 5% were to connecting bus stops
- 4% were to government buildings
- 3% were to the North Liberty Community Pantry
- 3% were to K-12 public schools
- 2% were to the North Liberty Community Center
- 2% were to banks and credit unions



	Medical	Grocery	Pharmacy	Work Temp	Bus Stop	Gov't	Pantry	Schools	Comm Ctr	Banks	
2020	Jan - Mar	76	74	57	0	8	41	18	0	18	10
	Apr - Jun	28	60	49	34	6	8	5	0	1	4
	Jul - Sep	87	34	17	3	7	4	0	0	0	0
	Oct - Dec	106	78	2	18	18	5	1	1	0	7
2021	Jan - Mar	129	110	3	2	23	4	0	0	2	3
	Apr - Jun	127	59	2	16	11	3	4	0	1	1
	Jul - Sep	95	63	7	27	14	14	6	4	0	2
	Oct - Dec	71	57	6	52	18	4	6	0	1	8
2022	Jan - Mar	97	63	8	53	19	4	6	2	3	8
	Apr - Jun	145	54	12	32	30	11	1	3	2	3
	Jul - Sep	127	54	15	1	8	12	11	2	6	3
	Oct - Dec	159	78	15	1	6	13	16	1	2	10
2023	Jan - Mar	163	107	27	2	11	23	20	59	6	17
Totals	1410	891	220	241	179	146	94	72	42	76	

CARDHOLDER ANNUAL SURVEY

Mailed 99 surveys to cardholders; received 28 responses.

On average, I leave my house, facility, or apartment to go somewhere off-property...	2022	2021	2020
at least once every day	8%	10%	19%
4-6 days each week	17%	10%	12%
1-3 days each week	29%	45%	27%
less than once per week	46%	35%	42%

Regarding NLTAP program administration, helpfulness & other communication with North Liberty Staff...	2022	2021	2020
I am happy with City staff.	85%	76%	63%
I am happy with most City staff.	4%	5%	11%
No opinion or not happy/not unhappy.	15%	20%	19%
I am unhappy with City staff.	0%	0%	4%
Regarding NLTAP program knowledge, helpfulness & other communication with Yellow Cab Dispatchers...	2022	2021	2020
I am happy with all of the dispatchers.	62%	49%	44%
I am happy with most of the dispatchers.	27%	20%	11%
No opinion or not happy/not unhappy.	15%	29%	26%
I am unhappy with most or all of the dispatchers.	0%	2%	4%
Regarding NLTAP ride helpfulness, friendliness & other communication with Yellow Cab Drivers...	2022	2021	2020
I am happy with all of my cab drivers.	65%	51%	56%
I am happy with most of my cab drivers.	23%	15%	4%
No opinion or not happy/not unhappy.	15%	29%	26%
I am unhappy with most or all of my cab drivers.	0%	2%	0%

I use the following methods of transportation... (respondents picked all that apply)	2022	2021	2020
Cabs + using my NLTAP card	53%	68%	48%
A platonic friend drives me	28%	35%	22%
I drive my own vehicle	23%	43%	48%
I walk to a destination (not walking for fitness only)	15%	10%	33%
A family member drives me	8%	30%	33%
My significant other/partner/spouse drives me	8%	13%	0%
My bicycle	8%	3%	11%
Other (respondents said "scooter," "rideshare," "Uber")	5%	6%	7%
SEATS paratransit bus	5%	5%	0%
Cabs + using my Medicare/Medicaid waiver	5%	0%	7%
Public bus transportation (such as a city bus)	3%	10%	15%
Cabs + paying the entire cost of the trip myself	3%	3%	7%
Carpool/vanpool	3%	3%	0%
Private facility bus transportation (such as Keystone)	0%	8%	4%
I borrow a vehicle from a friend, family member, or partner	0%	0%	7%
I use a volunteer driver program (such as TRAIL or RSVP)	0%	0%	0%

On average, using my NLTAP card, I take...	2022	2021	2020
5 or more individual \$1 trips per week	0%	0%	4%
1-4 individual \$1 trips per week	8%	17%	15%
Less than once per week (one to three times per month)	77%	51%	37%
Zero trips (I have not used my NLTAP card at all)	15%	29%	44%
Not applicable (I am not a cardholder bc card expired)	0	2%	n/a
The North Liberty Transportation Assistance Program...	2022	2021	2020
Serves all of my transportation needs	23%	24%	19%
Serves some of my needs	58%	46%	44%
Does not serve any of my needs	8%	5%	11%
No opinion	12%	22%	19%
Not applicable (I am not a cardholder bc card expired)	0	2%	n/a

List destinations you think we should allow with the NLTAP card and explain why.

2020 Answers

- Smokin' Joes. And the cab should wait. It doesn't take long to buy cigs.
- Trader Joe's and Farmer's Markets both handle product staples not available at the other places.
- Kirkwood Community College. It would help with getting to school.
- Walmart and the mall. **ADDED**
- Brown Deer Place, so we could visit our daughter who lives there.
- Walmart (best prices on groceries) **ADDED**; work (this would help tremendously with living expenses).
- Walmart, because it has more than just groceries. **ADDED**
- CID Airport. A lot of seniors travel.
- My helpers don't work on weekends, so when I need to go to work and back, I have to get a cab and pay full price.
- North Liberty schools for teacher and parent meetings and picking up sick kids. **ADDED**

2021 Answers

- Banks and credit unions in Coralville and Iowa City
- I work part time. I would like to be able to use cab to do that. They charge minimum \$10 one way, so that would be \$20 for one night's work.
- Can't think of anything or any other places. NLTAP

taxi takes me most places or close enough to walk rest of way.

- Airport. I like to travel.
- Fast food. Smoking Joes.
- I'd like to see the NLTAP pick up passengers from UI Emergency Care 24/7, because you get released anytime and need a ride home.
- Should have some Sunday services.

2022 Answers

- Iowa City Senior Center. They are next to the library. They have more services than we do, more to offer in Iowa City.
- All the pantry or free produce stands are open after cab hours (start at 5pm or after). Same with Farmer's Markets (late afternoon/evening hours).
- Goodwill stores, city offers coupons as well as pantries. Aldis. Senior Center.
- Would be wonderful for St. Lukes, PCI and Prairie Creek (by Kirkwood Hotel) medical facilities.
- Trader Joes and Costco
- Mercy in Cedar Rapids
- Church service
- Airport
- Veterinarian to take my pet for appointment. Hair salon for haircut.
- It would be nice to be able to go out to a restaurant or film or new art museum. We cannot go out unless medical appointment. Also expanding hours in evening would be nice.

APPENDIX B SEATS ARPA

Usage, North Liberty and Rest of Johnson County

		Service Miles			Service Hours			Wheelchair		Passengers			One Way Trips		
		NL	JoCo	%NL	NL	JoCo	%NL	NL	JoCo	NL	JoCo	%NL	NL	JoCo	%NL
2022	Dec	2039	427	83%	149	42	78%	1	2	117	43	73%	114	36	76%
	Jan	1451	610	70%	116	60	66%	0	0	104	49	68%	95	49	66%
	Feb	1654	360	82%	121	33	78%	0	4	127	39	77%	124	37	77%
2023	Mar	2437	401	86%	174	33	84%	2	7	188	44	81%	184	41	82%
	Apr	2023	564	78%	144	42	77%	4	0	146	43	77%	144	43	77%
	May	1736	1337	56%	112	97	54%	3	27	143	109	57%	139	106	57%
	Jun	1003	1621	38%	79	113	41%	1	0	88	89	50%	88	87	50%

Sample Ride Uses, May 2023

User	Work	Social	Health	School
A		3		
B	3			
C	2			
D	42			
E			11	
F	11			
G	9			
H				2
I	42			
J			1	
K	13			
Totals	122	3	12	2

Ryan Heiar

From: Brent Smith <brentamanda@live.com>
Sent: Friday, July 28, 2023 2:47 PM
To: Ryan Heiar; Mayor
Subject: [External] MPO Rapid Transit Study

Mayor,

As I made you and Ryan aware of, I will miss the first August Council meeting as I will be away on family vacation. I would like you to share my input with my colleagues either via email, or reading my comments at the meeting, about the proposed rapid transit study. As I understand it, Ryan will be looking for consensus on paying \$25k share for the study.

"I believe the shared cost of this study has some flaws and needs to be addressed before we commit to any amount paid.

First, if you take a deep dive into who will really use this form of transportation the most, I'm of the opinion you will find the highest users of this kind of transportation will be folks that work at the University of Iowa or in downtown Iowa City. North Liberty has lots of folks that live here and work at the U or downtown. If you ask anyone you know that works at the U what is their biggest complaint? Parking! So would there be folks riding this service that would rather park at a bus station than at Finkbine and walk to the U in the middle of winter? Of course they will. My point here is, that the University of Iowa should be the one fronting the highest cost for this study. They are the ones that look to benefit the most from a rapid transit bus system. Why are they paying the same amount as North Liberty? The U should pay more.

Second I would like to see the Iowa City Downtown District pitch in on this study as well. Again, they will be a beneficiary of this type of transit, bringing folks from NL, CV to downtown Iowa City.

Lastly I will point out that it seems as though the push for the train through the MPO got dropped like a hot potatoe. I'm certainly glad about that, but let's be sure this new idea has legs and a purpose before committing. The train was a horrible idea, would have cost our cities millions in annual subsidy with very low ridership. Let's be sure if we are going to participate in a study, that it is a viable, sustainable, cost-effective way of transportation. Just because big brother is jumping in with both feet doesn't mean we should. I'm not saying we shouldn't participate with our partners. I'm saying we should do so under the right circumstances. I do not believe what they are proposing are the right circumstances. Please consider these points given, I appreciate the Mayor sharing these with you."

Councilor Brent Smith



To **North Liberty Mayor and City Council**
CC **Ryan Heiar, City Administrator**
From **Angela McConville, Special Projects Coordinator**
Date **August 3, 2023**
Re **Transit**

You are invited to:

NCMM Issue-Focused Meeting

Tuesday, August 15 from 9am – 3pm *(if only attending part day, morning is best)*

Johnson County Health and Human Services building

2nd Floor Conference Room, 214 B/C

855 S Dubuque St, Iowa City

Under the leadership of Johnson County staff, a select group of local transit coordinators, employers, and transit users completed the National Center for Mobility Management's (NCMM) Community Mobility Design Challenge in 2021-22. The next step is to apply for additional funding (which includes a 2023 NCMM Ready-to-Launch Grant) for a pilot project. From previous meetings, I can safely assume the project area will be North Liberty residents/city limits, with work transportation being our main service gap. An Issue-Focused Meeting - to be facilitated by NCMM - will launch this next phase. I invite you to gather with me and other local stakeholders to discuss a vision and work towards a solution that addresses employment transportation barriers in North Liberty and the greater Johnson County area.

Transit Report (updated from June 2023 to August 2023)

- May and June 2023 Coralville Transit and JC SEATS Paratransit invoices are not available yet.
- Full data can be observed in the 2023_08 Transit Data workbook.

Takeaways on SEATS ARPA

ARPA is one vehicle with one driver serving the entire County. This vehicle could be on the opposite side of the county when a North Liberty resident needs a ride. If someone is relying on this service to get to work, then they are risking not being able to get there on time, thereby risking their job. Employment transportation should be predictable and reliable.

- Access to a livable wage is the best way to increase one's quality of life.
- Transportation deficiency is a major barrier to gainful employment.
- People living in poverty cannot afford to purchase and maintain a vehicle; and for a variety of valid reasons, some people are not able to get a driver's license.

Some of your North Liberty residents are transit-dependent. Who are they?

Everyone has a story and I get to listen to how life is made more complicated without access to transportation. All names and some details have been adjusted to protect identities.

Bob is a veteran who suffered a sudden brain injury which changed his life in an instant. He is no longer allowed to drive and had to quit his career. He gets most of his medical rides through the VA, but he uses NLTAP to have the freedom to do things while his spouse is at work.

Veronique moved to the United States with her husband; she is older and has had a hard time learning a new language. Her husband always drove, so she never learned how. He left her in an apartment in North Liberty and moved to a new life many states away; she still has to rely on him for translation and financial assistance. She feels very isolated.

Joseph and his spouse live with their adult daughter who is going to the University of Iowa and working a full time job to support the family and secure a future for herself. Joseph has dialysis three times a week (was lucky to get a chair in

North Liberty). He had to change the time of his dialysis to take place during NLTAP hours, because he would not have a ride without it.

Matilda struggles with her mental health. She recently completed an in-patient rehab and has many follow up appointments to get her life back. She would not be able to access all of Johnson County's amazing resources without NLTAP, because none of them are within walking distance. Even Ranshaw House is too far for her to walk.

Larry spent a short time in a sober living house in North Liberty after being released from prison, and then moved to a duplex where he has been able to sustain his success. For the last two years he has used his NLTAP card to visit his parole officer and complete other essential needs, but he has to ride a bicycle to commute to work all year long. He talks to me about how he aspires for more, but is struggling to find a better job closer to his home.

Kayla is a recent high school graduate and is living with mom and dad while going to Kirkwood Community College in Cedar Rapids. After a lot of conversation, we realized her only option was to take the new ARPA bus at 7:30 am to the Coralville Intermodal Transit station at Iowa River Landing to catch the 8:30 am 380 Express Bus to get to Kirkwood by 9:00 am. The ARPA bus costs \$5 each way and she was able to secure a discounted 380 Express Bus pass.

Becky can drive and has a vehicle, but she started having respiratory issues last year and is now on oxygen 24/7. She lives alone and is adjusting to this new life really well. That said, when she goes to the UIHC hospital for appointments, she has a difficult time making it from the parking garage to the door, even the handicapped spots. She uses NLTAP so she can get dropped off directly at the valet door and step right into a wheelchair with an O2 tank.

Nancy is 65 and rode her bicycle from her mobile home to her job at Burger King every day until the ARPA bus started. \$50 a week is a lot for her budget and she gets frustrated when there is no room for her on the bus. We can't help her.

Three NLTAP cardholders have seizures that prevent them from obtaining a driver's license. Two have children, with one having a child with special needs.



Aldi - Release of Restrictive Covenant

**Recording Requested By And When
Recorded Mail To:**

Kayne Law Group
612 Park St.
Suite 100
Columbus, Ohio 43215

SPACE ABOVE FOR RECORDER'S USE ONLY

RELEASE OF RESTRICTIVE COVENANT

This RELEASE OF RESTRICTIVE COVENANT (the "**Release**") is made this ____ day of _____, 2023, by the **City of North Liberty, IA**, an Iowa municipal corporation (the "**City**").

Background Information

A. The City is the owner of that certain public right of way commonly referred to as Highway 965, in North Liberty, IA.

B. Aldi Inc., an Illinois corporation ("**Aldi**") is the fee simple owner of that certain parcel of real property located along said Highway 965, as more particularly described on **Exhibit A**, attached hereto and made a part hereof (the "**Aldi Property**").

C. The Aldi Property is encumbered by that certain Easement dated January 4, 1957, recorded on February 11, 1957 in the Johnson County Recorder's Office in Book 230, Page 93 as Document No. 900 (the "**Easement**").

D. The Easement contains a restrictive covenant against the Aldi Property which arguably restricts the Aldi Property's access to Highway 965 for agricultural purposes only (the "**Restrictive Covenant**").

E. The City has agreed to release the Restrictive Covenant, as more fully set forth below.

Agreement

NOW, THEREFORE, the City does hereby declare as follows:

1. Release. The City agrees that the Restrictive Covenant is hereby released, abandoned, terminated, null and void, and of no further force or effect, and shall not be enforceable in any manner. Accordingly, the Aldi Property's access to Highway 965 shall not be limited or restricted in any way by the Easement. Provided, however, that direct access to Highway 965 from the Aldi Property shall be governed by the Highway 965 Corridor Master Plan as adopted by the City of North Liberty.

2. Successors and Assigns. This Release shall inure to the benefit of and be binding upon the respective successors and assigns (including successive, as well as immediate, successors and assigns) of the City and Aldi, and it is intended that the covenant and agreements set forth in this Release, shall be construed as covenants and not as conditions and that all such covenants shall also run with the land or constitute equitable servitudes as between the properties.

3. Governing Law. This Release shall be construed and interpreted in accordance with the laws of the State of Iowa.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Signature and Acknowledgment Pages Follow

Exhibit A
Legal Description of the Aldi Property

A tract in the Northwest Quarter of Section 12, Township 80 North, Range 7 West of the 5th P.M., Johnson County, Iowa, more particularly described as follows:

Commencing at the center of said Section 12, Township 80 North, Range 7 West of the 5th P.M.; thence on an assumed bearing North 90 degrees 00 minutes 00 seconds West, 50.52 feet on the South line of the Northwest Quarter of said Section 12 which is also the centerline of County Road F-28; thence North 0 degrees 48 minutes 31 seconds West, 33 feet to the North Right-of-Way line of said County Road F-28 and the point of beginning of the tract herein described; thence North 90 degrees 00 minutes 00 seconds West, 468 feet along said North Right-of-Way line of County Road F-28 to a point; thence North 1 degrees 20 minutes 00 seconds West, 930 feet to a point; thence North 90 degrees 00 minutes 00 seconds East, to the West Right-of-Way line of U. S. Highway 218; thence South 0 degrees 48 minutes 31 seconds East, to the point of beginning of the tract herein described.

Except:

A part of the Southeast Quarter of the Northwest Quarter of Section 12, Township 80 North, Range 7 West of the 5th P.M. in the City of North Liberty, Iowa and more particularly described as follows:

Commencing at the center of said Section 12, Township 80 North, Range 7 West of the 5th P.M.; thence North 89 degrees 00 minutes 24 seconds West, a distance of 50.52 feet on the South line of the Northwest Quarter of said Section 12; thence North 00 degrees 59 minutes 36 seconds East, a distance of 33.0 feet to the Northerly Right-of-Way line of Penn Street and the point of beginning; thence North 89 degrees 00 minutes 24 seconds West, a distance of 468.0 feet along said Northerly Right-of-Way line; thence North 00 degrees 59 minutes 36 seconds East, a distance of 7.0 feet; thence South 89 degrees 00 minutes 24 seconds East, to the West Right-of-Way line of Highway 965; thence South 00 degrees 59 minutes 36 seconds West, 7.0 feet to the point of beginning.

And Except:

Commencing at the Southeast Corner of the Northwest Quarter of Section 12, Township 80 North, Range 7 West of the Fifth Principal Meridian; thence South 90 degrees 00 minutes 00 seconds West, along the South line of said Northwest Quarter, 518.52 feet; thence North 01 degrees 20 minutes 00 seconds West, 40.02 feet to the Southeast Corner of Lot 1 of T-R Subdivision, to North Liberty, in accordance with the plat thereof recorded in Plat Book 35, Page 164, of the Records of the Johnson County Recorder's office, and the Point of Beginning; thence continuing North 01 degrees 20 minutes 00 seconds West, along the East line of Said T-R Subdivision, 505.11 feet; thence North 88 degrees 40 minutes 00 seconds East, 478.41 feet to a point on the Westerly Right-of-Way line of Highway #965; thence South 00 degrees 48 minutes 31 seconds East, along said Westerly Right-of-Way line, 70.30 feet; thence South 00 degrees 07 minutes 12 seconds East, along said Westerly Right-of-Way line, 445.82 feet, to its intersection with the Northerly Right-of-Way line of Penn Street; thence South 90 degrees 00 minutes 00 seconds West, along said Northerly Right-of-Way line, 468.45 feet, to the Point of Beginning. Also known as Plat and subdivision of Inter-City Industrial Park-Part Four, North Liberty, Iowa.

Johnson County, Iowa

Resolution No. 2023-90

**RELEASING A RESTRICTIVE COVENANT GOVERNING
DIRECT ACCESS FROM CERTAIN PROPERTY TO HIGHWAY
965**

WHEREAS, Aldi is the contract purchaser of property situated west of Ranshaw Way from Pacha Parkway, and seeks the release of a certain restrictive covenant governing access to the roadway; and

WHEREAS, the City agrees that the covenant should be released in accordance with the public interest; and

WHEREAS, the parties have reduced the agreement to release the covenant to writing, which is attached hereto as Exhibit A,

BE IT RESOLVED BY THE CITY OF NORTH LIBERTY, IOWA that the release of restrictive covenant attached hereto is approved, and the Mayor and City Clerk are authorized to execute and record the release.

APPROVED AND ADOPTED this 8th day of August, 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



**Enhance Iowa –
Community Attraction
and Tourism Grant
Application**

Resolution No. 2023-91

RESOLUTION AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR TO SIGN, EXECUTE AND SUBMIT APPLICATION AND ASSOCIATED DOCUMENTS FOR THE ENHANCE IOWA - COMMUNITY ATTRACTION AND TOURISM PROGRAM

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

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

WHEREAS, phase one of the project includes the amphitheater, community events facility and related utilities and site work at an estimated cost of \$8.8 million; and

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

WHEREAS, the North Liberty City Council is committed to funding the project for the estimated project expenses of \$8,800,000, through fundraising, sale of bonds, additional grant opportunities and funds on hand, to create an attraction and additional quality of life for residents as expanded in the following chart:

Funding Sources	
Enhance Iowa/CAT	\$1,000,000
City ARPA Funds	\$1,000,000
Franchise Fees	\$2,000,000
Bond Proceeds	\$3,500,000
Fundraising/Naming Rights	\$1,300,000
Total	\$8,800,000

; and

WHEREAS, the City of North Liberty commits \$5,000,000 in local funds from franchise fees and bond proceeds toward the project; and

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

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

APPROVED AND ADOPTED this 8th day of August, 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



West Side Fire Station Project

Resolution No. 2023-92

**ESTABLISHING FAIR MARKET VALUE AND JUST
COMPENSATION FOR THE ACQUISITION OF CERTAIN
PROPERTY FOR THE WEST SIDE FIRE STATION PROJECT**

WHEREAS, the City Council of North Liberty, Iowa, intends to acquire certain real estate parcels for the West Side Fire Station Project (the "Project") owned by Harold Cameron; and

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

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

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

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

A. Owner: Harold Cameron

That part of the Southwest Quarter of the Northeast Quarter of Section 14, 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 Southwest Corner of said Northeast Quarter; thence North 88°57'02" West 270.00 feet along the south line of said Northeast Quarter (assumed bearing for this description only); thence North 1°02'58" West 45.00 feet to a point of intersection with the northerly right-of-way line of St. Andrews Drive, said point being the point of beginning. thence continuing North 1°02'58" West 341.00 feet; thence North 88°57'02" East 383.00 feet; thence South 1°02'58" East 341.00 feet to a point of intersection with the northerly right-of-way of said St. Andrews Drive; thence South 88°57'02" West 383.00 feet along said northerly right-of-way to the point of beginning and containing 3.00 acres more or less.

AND ALSO

A 15 foot wide temporary construction easement on that part of the Southwest Quarter of the Northeast Quarter of Section 14, 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 Southeast Corner of said Northeast Quarter; thence South 88°57'02" West 1338.09 feet along the south line of said Northeast Quarter (assumed bearing for this description only); thence North 1°11'11" West 60.00 feet along the west line of Harvest Estates Part Three (Final Plat recorded in Plat Book 48, Page 259 at the Johnson County Recorder's Office) and said west line extended to the north line of an existing utility easement and the point of beginning; thence South 88°57'02" West 687.00 feet; thence North 1°02'58" West 15.00 feet; thence North 88°57'02" East 686.98 feet to a point of intersection with the west line of said Harvest Estates Part Three; thence South 1°11'11" East 15.00 feet along said west line to the point of beginning.

Area: 10,305 square feet more or less.

The Project contemplates the acquisition of the above-described subject property in its entirety. The City of North Liberty has caused a value-finding appraisal of the property to be made. Upon consideration of the nature and extent of the acquisition, the appraisal determined an amount of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) to be just compensation to the Owner. Said appraised sum is hereby established as just compensation with respect to the interests to be acquired in the above-described property.

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

APPROVED AND ADOPTED this 8th day of August, 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



FY 2024 Additional Transfer

Resolution No. 2023-93

**A RESOLUTION APPROVING AN ADDITIONAL TRANSFER
FOR THE FISCAL YEAR ENDING JUNE 30, 2024**

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

WHEREAS, one additional transfer is needed to facilitate the additional costs incurred and for funds not included in the budget resolution that were included in the Capital Improvements Plan for the current fiscal year, \$125,000 should be transferred from the Franchise Fees Fund to the Park Capital Fund;

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby authorize the transfer for the fiscal year ending June 30, 2024.

APPROVED AND ADOPTED this 8th day of August, 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



Set off Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING BETWEEN THE IOWA DEPARTMENT OF
REVENUE AND CITY OF NORTH LIBERTY REGARDING STATE SETOFF PROGRAM**

**ARTICLE I
PURPOSE**

- 1.1 The purpose of this memorandum of understanding (“Agreement”) is to define the terms and conditions of [CITY OF NORTH LIBERTY] (“Participating Agency”)’s participation in the State Setoff Program (“Program”), as administered by the Iowa Department of Revenue (“IDR”). Participating Agency and IDR may individually be referred to as a “Party”, or collectively as “Parties”.

**ARTICLE II
DEFINITIONS & AUTHORITY**

2.1 Definitions.

- 2.1.1 “Credit Vendor” means an agency or entity who submits funds to the Program.
- 2.1.2 “Data” means any information in the possession of or owned by the Participating Agency or IDR that is shared with the other Party under this Agreement.
- 2.1.2.1 Data may include personal information as defined by Iowa Code section 715C.1(11).
- 2.1.2.2 IDR shall at no time share federal tax information pursuant to this Agreement. IDR shall only share state tax information as allowed by law.
- 2.1.3 “Debt” means any amount, as measured in money, owed to a Public Agency.
- 2.1.4 “Debt Portal” means the online system through which the Participating Agency will administer its Debt.
- 2.1.5 “Debt Type” means a category of Debt that has become due, owing, and payable under statute, administrative rule, or other lawful means.
- 2.1.6 “Obligor” means as defined in Iowa Code 421.65(1)(a).
- 2.1.7 “Obligor Directory Information” means the Obligor’s Name, Address, Phone Number, and Email Address.
- 2.1.8 “Obligor Information” means any information regarding the Obligor required by IDR, including “Obligor Directory Information”.
- 2.1.9 “Participating Agency” means a Public Agency or the Iowa Judicial Branch (“IJB”), that has entered into an agreement with IDR to participate in the State Setoff Program.
- 2.1.10 “Public Agency” means as defined in Iowa Code 421.65(1)(b).
- 2.1.11 “Public Payment” means as defined in Iowa Code section 421.65(1)(c).
- 2.1.12 “Qualifying Debt” means as defined in Iowa Code section 421.65(1)(d).
- 2.1.13 “Setoff Fee”, as outlined in Section 3.4.4, means the amount paid by the Participating Agency per setoff to IDR for participation in the State Setoff Program.
- 2.1.14 “State Setoff Program” or the “Program” means the program established by Iowa Code section 421.65 to set off against each Public Payment any Qualifying Debt the Obligor owes to a Participating Agency.
- 2.1.15 All monetary amounts referenced in this Agreement and throughout the State Setoff Program shall be in United States Dollars.
- 2.1.16 Unless otherwise specified, references to IDR and Participating Agency shall include their officers, employees, agents, and contractors. FAST Enterprises, LLC (Fast) is a contractor of IDR. Participating Agency authorizes Fast access to Participating Agency Data subject to this Agreement.
- 2.1.17 All statutes and administrative rules shall be construed as may be enacted or amended at any time during the term of this Agreement. In any circumstance where this Agreement conflicts with statute or administrative rule, all Parties shall abide by the statute or administrative rule.
- 2.2 **Legal Authority.** This Agreement is entered into pursuant to the authority in Iowa Code section 421.65 and Iowa Administrative Code chapter 701-26.

**ARTICLE III
PROGRAM PARAMETERS**

3.1 Program Admission.

- 3.1.1 The Public Agency or IJB wishing to participate in the Program must complete and submit the application as designated by IDR. All required fields must be reported.
- 3.1.2 This Agreement meets the requirement for a memorandum of understanding as outlined in Iowa Administrative Code rule 701-26.3.
- 3.1.3 Contact Persons.
 - 3.1.3.1 The Participating Agency must provide a contact person for operational questions and backup contact person for when the contact person is unavailable. Operational questions constitute questions originating from IDR regarding the processing of setoffs.
 - 3.1.3.2 The Participating Agency must provide a contact person for Obligor questions and backup contact person for when the contact person is unavailable. Obligor questions constitute questions originating from the Obligor regarding the Obligor's Debt or the amount setoff.
 - 3.1.3.3 The Participating Agency must provide the name, title, phone number, and email address of each contact person.
 - 3.1.3.4 The Participating Agency must update and confirm all contact persons and all contact information no less than annually and upon request.
 - 3.1.3.5 All contact persons must ensure that calls and correspondence are handled in a timely manner.
 - 3.1.3.6 Contact person contact information may be updated without a formal amendment to this Agreement by providing written notice to IDR in the manner designated by IDR.

3.2 Prior to Submission of Debt.

- 3.2.1 Participating Agency shall keep a record of all communication with the Obligor until the Debt has been paid in full and the setoff appeal period has expired, or has been removed from the Program.
- 3.2.2 Participating Agency shall provide Obligor with an opportunity to protest or challenge the Debt, in compliance with applicable law and due process.
- 3.2.3 Steps outlined in Sections 3.2.1 and 3.2.2 above must be completed for each Debt prior to that Debt's submission to the Program.
- 3.2.4 Participating Agency's correspondence to Obligor shall include the Participating Agency's obligor contact information. The correspondence shall not include IDR or the Program's operational contact information.
- 3.2.5 Prior to submitting a Debt Type to the Program, a Participating Agency shall provide the Department with a description of the Debt Type(s) and other details regarding each Debt Type as required by the Department. This description(s) shall be submitted with the MOU and any other time a Participating Agency wants to submit a new Debt Type.

3.3 Submission of Debt.

- 3.3.1 All Data required to submit, certify, and maintain debt must be submitted electronically via a process designated by IDR. Submissions must comply with the file layout in Appendix B. IDR may update Appendix B without a formal amendment to this Agreement by providing written notice to the Participating Agency.
- 3.3.2 Participating Agency shall remain the system of record for Debt submitted to the Program.
- 3.3.3 **Character of Debt.**
 - 3.3.3.1 The Debt must be Qualifying Debt.

- 3.3.3.2 The Debt must be legally collectible and within any applicable statute of limitations.
- 3.3.3.3 The debts must meet the minimum amount requirement, as set by Iowa Administrative Code rule 701-26.1.
- 3.3.3.4 Obligor Information must include: Name (if individual, First and Last Name), tax identification number, and any other information requested by IDR.
- 3.3.4 Participating Agency must certify all Debt in accordance with Iowa Code section 421.65(2)(a)-(b).
- 3.3.5 All Debt is subject to a recertification process. The recertification process may include, but is not limited to, requiring the Participating Agency to certify that all information is correct and that the Debt is still Qualified Debt. The recertification process will be performed regularly, at the agreement of the Parties, but no less than annually.
- 3.3.6 Participating Agency shall notify the department of any change in the status of the public agency's individual debts submitted to the setoffs program. This notification shall be made no later than five business days of any change in the status of a submitted debt in the manner prescribed by the Department.
- 3.3.7 IDR may reject any Debt that, in IDR's sole judgment, is not feasible, not collectible, or not compliant with applicable law.
 - 3.3.7.1 IDR may reject any Debt if the tax identification number, or other information does not match IDR's record for the Obligor. This will only apply to Obligors of whom IDR has a record.

3.4 **Setoff Procedure.**

- 3.4.1 Debt will be setoff upon a TIN match.
- 3.4.2 The Debt Portal is intended to be available to the Participating Agency 24 hours a day, 7 days a week, with exceptions for Program maintenance. Participating Agency will be notified of any scheduled maintenance that will interfere with this availability. Unexpected interruptions in availability of the Debt Portal will be remedied by IDR as quickly as possible within IDR availability and priorities.
- 3.4.3 **Order of Priority for Debt Setoff.** Debt shall be setoff in the order of priority defined in Iowa Code section 421.65(4) and Iowa Administrative Code rule 701-26.6. The priority determination will be made when the challenge letter is sent to the obligor. A public payment will not be applied to a qualifying debt that is not included on the challenge notice.
 - 3.4.3.1 The Participating Agency shall identify in Appendix C Debts submitted to the Program that will be deposited into the state general fund.
- 3.4.4 **Setoff Fee.**
 - 3.4.4.1 The Participating Agency will be charged a Setoff Fee, as set forth in Iowa Administrative Code rule 701-26.10, each time a Public Payment is setoff and applied to the Participating Agency's Qualifying Debt. The Setoff Fee shall be retained as defined in section 3.6.7 herein.
 - 3.4.4.2 The Participating Agency shall not collect the Setoff Fee from the same setoff for which the Setoff Fee has been charged.
 - 3.4.4.3 IDR may change the Setoff Fee amount in IDR's sole discretion, upon 60 days' notice to the Participating Agency. Change to the Setoff Fee amount shall not require a formal amendment to this Agreement, nor consent of the Participating Agency.
- 3.4.5 **Upon Setoff.**
 - 3.4.5.1 IDR will mail a letter to the Obligor at the best address available to IDR at the time of mailing. The letter will inform the Obligor that the Public Payment owed to the Obligor was setoff due to Debt owed to the Participating Agency.
 - 3.4.5.2 IDR will mail a letter to a known co-payee on any setoff of a Public Payment. The letter will include information regarding the opportunity for the co-payee to request a

division of the Public Payment. This letter and the letter contemplated in section 3.4.5.1. may be combined.

- 3.4.5.3 The Obligor will have 15 days from the date of the letter to challenge the setoff. Ground for such challenges will be limited to: (1) mistake of fact, including a mistake in the identity of the obligor or a mistake in the amount owed, and (2) Debt is not a Qualifying Debt. Additionally, IDR will accept and administer requests to divide a jointly or commonly owned right to payment under Iowa Code section 421.65(2)(f).

3.5 Following Setoff

- 3.5.1 Amounts collected via a successful match will be forwarded periodically to the Participating Agency, reduced by the appropriate Setoff Fee.
- 3.5.2 Amounts collected will be posted to the balance due within the Program Debt Portal. If the amount of the debt is reduced as outlined in Iowa Administrative Code rule 701-26.2, the debt will be purged from the Program.
- 3.5.3 Amounts collected via a successful match will be forwarded to the Participating Agency via I/3 Internal Exchange Transaction (IET) or direct deposit. Transfer via check is not available.
- 3.5.4 If the application of a Public Payment to a Qualifying Debt results in an overpayment to the Participating Agency, and the Obligor does not challenge the setoff, the Participating Agency shall refund the overpayment to the Obligor and/or co-payee.
- 3.5.5 If, after the setoff is complete, it is determined that the person(s) whose Public Payment was setoff is not the Obligor, the Public Agency shall refund the setoff amount to the person(s) whose Public Payment was setoff.

3.6 Appeals, Challenges, and Requests to Divide Jointly or Commonly Owned Rights to Payment.

- 3.6.1 Challenges will be limited to: (1) mistake of fact, and (2) debt is not a qualifying debt. Additionally, IDR will accept and administer requests to divide a jointly or commonly owned right to payment. The Participating Agency is responsible for all appeals regarding the underlying debt.
- 3.6.2 If an appeal or challenge is filed, IDR shall notify the Participating Agency that a challenge has been received. The Participating Agency shall promptly provide IDR with all information requested by IDR or other information as deemed relevant by the Participating Agency for purposes of the challenge. The Participating Agency shall make every effort to provide such information to IDR prior to the hearing date. Information received by IDR more than 10 days after the challenge received date will not be considered by IDR.
- 3.6.3 Upon receipt of a challenge, IDR shall set a time to occur within ten days of receipt of the challenge to review the relevant facts of the challenge with the Obligor. An alternative time may be set at the request of the Obligor. Following the review, IDR shall determine whether the challenge is successful and communicate the result to the Participating Agency and the Obligor.
- 3.6.4 If a setoff is appealed or challenged by the Obligor, the Participating Agency shall hold the setoff amount until a final determination is made.
- 3.6.5 The Participating Agency must adhere to IDR's determination on a challenge or request for division of a jointly or commonly owned right to payment, and has no appeal opportunity.
- 3.6.6 Should the Obligor challenge IDR's determination or the Program in court (e.g. district court, etc.) Participating Agency shall be responsible for any defense, including costs. IDR may provide assistance upon request and at IDR's sole discretion.
- 3.6.7 IDR will retain the Setoff Fee, even if the challenge or request to divide a jointly or commonly owned right to payment is successful.

3.7 Refunds

- 3.7.1 In the event an appeal or divide is successful, or a request for divide is accepted, the Participating Agency is responsible for refunding the amount due to the Obligor or co-payee.
- 3.7.2 IDR may request the amount to be refunded to be returned to IDR, rather than refunded to the Obligor or co-payee, if another debt exists for the Obligor or co-payee in the Program. In

- such a case. the Participating Agency shall return the amount to IDR via I/3 Internal Exchange Transaction (IET) or Automated Clearing House (ACH) Debit.
- 3.7.3 If not notified to return the amount to IDR, the Participating Agency must issue the refund to the Obligor or co-payee within 30 days of notification of successful appeal or challenge, or the acceptance of a request for a divide by IDR.
- 3.7.4 The Participating Agency shall provide evidence that the refund was issued to IDR upon request.

ARTICLE IV CONFIDENTIALITY AND OWNERSHIP OF DATA

- 4.1 To the extent allowed by applicable law, the Participating Agency shall be considered the custodian of records related to the Debt and any Data submitted in relation to the Debt. Participating Agency shall respond to any open records request filed under chapter 22, regarding Participating Agency's Debt in the Program.
- 4.2 Obligor Information submitted to the Program is confidential and exempt from release under Iowa Code chapter 22. Iowa Code section 421.65(2)(a). Obligor Information is not confidential taxpayer information or return information under Iowa Code section 422.20 or 422.72.
- 4.3 IDR may use Obligor Information to support the Program generally. Obligor Information received from one participating agency or credit vendor may be used to assist the Program as it applies to any other participating agency or credit vendor.
- 4.4 Obligor Directory Information may be used to update IDR's tax information system, and will be used to benefit tax administration, non-tax debt collection, identification services, and the Program.
- 4.5 Notwithstanding Section 4.4 above, Obligor Information shall only be available to persons with a business reason to access the information.

ARTICLE V DURATION AND TERMINATION

- 5.1 **Duration.**
- 5.1.1 This Agreement shall be in force upon this document being fully signed (the "Effective Date").
- 5.1.2 The initial term of this Agreement shall be three (3) years from the Effective Date, unless terminated earlier. By mutual written agreement, the parties may annually extend the Agreement for up to three (3) additional one-year terms.
- 5.1.3 This Agreement memorializes all elements of this Agreement and supersedes any previous Agreement or negotiations related to this Agreement, whether oral or in writing. Amendments to the provisions of this Agreement may be made at any time only in writing and by the agreement and signature of all parties hereto.
- 5.2 **Termination.**
- 5.2.1 **Termination for Cause by IDR.** IDR may terminate this Agreement upon written notice of the Participating Agency's breach of any material term, condition, or provision of this Agreement, if such breach is not cured within the time period specified in IDR's notice of breach or any subsequent notice or correspondence delivered by IDR to Participating Agency, provided that cure is feasible. In addition, IDR may terminate this Agreement effective immediately without penalty or legal liability and without advance notice or opportunity to cure for any of the following reasons:
- 5.2.1.1 Participating Agency, directly or indirectly, furnished any statement, representation, warranty, or certification in connection with this Agreement that is false, deceptive, or materially incorrect or incomplete;
- 5.2.1.2 Participating Agency's or Participating Agency Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors, or subcontractors has

committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;

5.2.1.3 Dissolution of Participating Agency or any parent or affiliate of Participating Agency owning a controlling interest in Participating Agency;

5.2.1.4 IDR determines or believes Participating Agency has engaged in conduct that has or may expose IDR to material liability;

5.2.1.5 Participating Agency submits Debt that is not legally collectable, is unresponsive to IDR requests, or otherwise not compliant with this Agreement.

The right to terminate this Agreement pursuant to this section shall be in addition to and not exclusive of other remedies available to IDR and, notwithstanding any termination, IDR shall be entitled to exercise any other rights and pursue any remedies available under this Agreement, in law, at equity, or otherwise. Participating Agency shall notify IDR in writing if any of the foregoing events occur that would authorize IDR to immediately terminate this Agreement.

5.2.2 Termination for Convenience.

5.2.2.1 Following sixty days written notice, the Participating Agency may terminate this Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation or liability to Participating Agency. Termination for convenience may be for any reason or no reason at all.

5.2.2.2 Following written notice, IDR may terminate this Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation or liability to IDR. IDR may further remove all or any portion of Participating Agency's debt from the State Setoff Program for any or no reason upon written notice. Termination for convenience may be for any reason or no reason at all.

5.2.3 Termination Due to Lack of Funds or Change in Law. Notwithstanding anything in this Agreement to the contrary, either party shall, upon written notice, have the right to terminate this Agreement, in whole or in part, without penalty or liability and without any advance notice as a result of any of the following:

5.2.3.1 The legislature, governor, or other applicable governing body fail, in the sole opinion of the terminating party, to appropriate funds sufficient to allow the terminating party to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement;

5.2.3.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by either party to make any payment hereunder are insufficient or unavailable for any other reason as determined by the terminating party in its sole discretion;

5.2.3.3 If the terminating party's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified;

5.2.3.4 If the terminating party's duties, programs, or responsibilities are modified or materially altered; or

5.2.3.5 If there is a decision of any court, administrative law judge, or arbitration panel or any law, rule, regulation, or order is enacted, promulgated, or issued that materially or adversely affects the terminating party's ability to fulfill any of its obligations under this Agreement.

**ARTICLE IV
ADMINISTRATION**

6.1 This Agreement does not create a separate legal or administrative entity. Any real, personal, or intellectual property used in this cooperative undertaking shall be acquired, held, and disposed of by the Party which originally obtains, purchases, or develops the property.

- 6.2 During the Agreement period, the agreement managers shall be contacted on all interpretations and problems relating to the Agreement and shall follow the issues through to their resolution. The agreement managers shall also monitor performance under the Agreement. The Participating Agency agreement manager is identified in Appendix A. The IDR agreement manager is Susan Khamtanh, Procurement Officer, 515-281-5694, susan.khamtanh@iowa.gov. Agreement manager contact information may be updated without a formal amendment to this Agreement by providing written notice to the other Party.
- 6.3 Each Party represents and warrants that it has full authority to enter into this Agreement and that it has not granted and will not grant any right or interest granted to the other party under this Agreement to any person or entity.
- 6.4 **Additional Provisions.** The Parties agree that if an Appendix, Attachment, Addendum, Rider, or Exhibit is attached hereto by the Parties, and referred to herein, then the same shall be deemed incorporated herein by reference.
- 6.5 **Further Assurances and Corrective Instruments.** The Parties agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement. Participating Agency understands that agreement to amendments may be required to continue participation in the Program. Failure to agree to amendments proposed by IDR may result in the termination of this Agreement and the removal of the Participating Agency’s debt from the Program.
- 6.6 **No Actions or Damages.** The Parties agree that neither party may file claims or seek damages under this Agreement.
- 6.7 **Compliance with Iowa Code Chapter 8F.** Participating Agency and IDR shall comply with Iowa Code Chapter 8F with respect to any sub-agreements or contracts it enters into pursuant to this Agreement. Any compliance documentation, including but not limited to certificates, received from contractors by Participating Agency or IDR shall be made available upon request of the other Party.
- 6.8 **Immunity from Liability.** Notwithstanding any provision of this Agreement, nothing in this Agreement shall be construed as waiving any immunity from suit or liability in state or federal court or any other tribunal, including but not limited to sovereign immunity, Eleventh Amendment immunity, or any other immunity from suits or damages, possessed by the Parties or any officer, employee, director, attorney, auditor, contractor, or associate of the Parties.
- 6.9 **Supersedes Former Contracts or Agreements.** This Agreement supersedes all prior Contracts or Agreements between Participating Agency and IDR for the services provided in connection with this Agreement.

Iowa Department of Revenue	
Signature	Date
Name:	
Title:	

[CITY OF NORTH LIBERTY] (“Participating Agency”)	
Signature	Date
Name: Chris Hoffman	August 8, 2023
Title: Mayor	

Appendix A

Participating is required to provide contact information for the following contacts. The Primary/Secondary for a particular type (e.g. operational, obligor) of contact may not be the same individual. However, the same individual may hold more than one contact position.

Operational Contact - Primary	
This is the primary contact for questions from IDR regarding the processing or operations of the Participating Agency's participation in the Setoff Program.	
Name:	
Title	
Phone Number:	
E-mail Address:	

Operational Contact - Secondary	
This is the backup contact for questions from IDR regarding the processing or operations of the Participating Agency's participation in the Setoff Program.	
Name:	
Title	
Phone Number:	
E-mail Address:	

Obligor Contact - Primary	
This is the primary contact for questions from Obligor.	
Name:	
Title	
Phone Number:	
E-mail Address:	

Obligor Contact - Secondary	
This is the backup contact for questions from Obligor.	
Name:	
Title	
Phone Number:	
E-mail Address:	

Agreement-Related Notices Should be Sent To:	
This is the contact who should receive legal notifications.	
Name:	
Title	
Phone Number:	
E-mail Address:	
Address:	
City:	
State:	
Zip Code:	

Appendix B

Setoff Placement File

The placement file must be named Setoffs#####.txt, where ##### is the Agency Number and Unit Code. If your agency has multiple Unit Codes, use one of them in the file name. Do not change the Unit Code used without notifying IDR prior to placement file submission.

The placement file must contain a list of all the Participating Agency’s debt to be placed in the Program. Each record in the file represents one Debt. The placement file is a full replacement, and will overwrite existing debt placements for the Participating Agency under their unit code(s).

The placement file has a fixed width layout

Field Name	Characters	Description
Participating Agency Number (Required)	3	Unique identifier for the Participating Agency who maintains the debt. This is generally a three-digit number, such as “645” or “123”, as assigned by IDR. Leading zeros are significant.
Participating Agency Unit Code (Required)	3	Unique identifier for a group within the Participating Agency, as assigned by IDR. This is generally a three-digit number such as “001” or “999”. Leading zeros are significant.
Obligor Identification Number Type (Required)	1	Enter the code for the type of ID listed in Obligor ID. 1 = Social Security Number (SSN) 2 = Federal Employer Identification Number (FEIN) 3 = Individual Tax Identification Number (ITIN)
Obligor Identification Number (required)	9	Identification number unique to the Obligor (i.e. SSN, ITIN, or FEIN). Leading zeros are significant
Debt Identification Number (required)	30	Agency’s unique identifier for the debt. (i.e. case #, invoice #, citation #, etc.). This should not change. Note: If debt has previously been placed for a combination of Agency Number, Agency Unit Code, Obligor ID, and Debt ID, then the corresponding placement will be updated based on the file.
Obligor Last Name / Entity Name (Required)	50	Last Name of the Obligor (if an Obligor Identification Number Type is SSN or ITIN), or Name of Obligor (if Obligor Identification Number Type is FEIN)
Obligor First Name	50	First name of the Obligor (if an Obligor Identification Number Type is SSN or ITIN). Leave blank if Obligor Identification Number Type is FEIN
Obligor Middle Name	50	Middle name of Obligor (if an Obligor Identification Number Type is SSN or ITIN)

		Leave blank if Obligor Identification Number Type is FEIN
Qualified Date (Required)	8	Date the Debt first qualified for the Program Format: MMDDYYYY
Debt Amount (Required)	12	The amount owed to the Participating Agency. Expressed in pennies. Pre-padded with 0s. Example: \$123.45 should be listed as 000000012345. Must be \$50 or more for all qualifying debts owed to one public agency by one obligor.
Description of Debt (May be required)	500	Description of the Debt. May be displayed on correspondence to the Obligor pertaining to their setoff. Example: "Parking Ticket 00123-4"

Appendix C

List of Debts submitted to the Program that will be deposited into the state general fund when paid:

Debt Type Name	Description
<i>ex. Individual income tax debt</i>	<i>ex. Debt resulting from the tax on an individual's income</i>

Resolution No. 2023-94

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE IOWA DEPARTMENT OF REVENUE AND THE CITY OF NORTH LIBERTY, IOWA FOR PARTICIPATION IN THE INCOME OFFSET PROGRAM

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

WHEREAS, the City Council desires to update the Memorandum of Understanding for participating in the Iowa Income Offset Program adopted on December 12, 2017, and

WHEREAS, it is the parties' desire to agree and establish, in writing, their understanding concerning participation in the Income Offset Program,

NOW, THEREFORE, BE IT RESOLVED that that the attached Memorandum of Understanding between the City of North Liberty and the Iowa Department of Revenue is hereby approved.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute said agreement.

APPROVED AND ADOPTED this 8th day of August, 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



Iowa DOT Agreement

**IOWA DEPARTMENT OF TRANSPORTATION
Right of Way Agreement
For Primary Road Project**

County	<u>Johnson</u>
City	<u>North Liberty</u>
Project No.	<u>IMN-380-6(401)3--0E-52 – Right of Way; IM-380-6(407)3--13-52 – Preliminary Engineering; IM-380-6(456)4--13-52 – PCC Pavement Grade and New; and IM-380-6(399)4--13-52 – Bridge Replacement PPCB</u>
Iowa DOT Agreement No.	<u>2023-1-125</u>
Staff Action No.	<u>N/A</u>

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated "DOT," and City of North Liberty, Iowa, a Local Public Agency, hereinafter designated "LPA," in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable;

The DOT proposes to establish or make improvements to Interstate 380 within Johnson County, Iowa; and

The DOT and the LPA are willing to jointly participate in said project, in the manner hereafter provided; and

This Agreement reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Therefore, it is agreed as follows:

1. Project Information

- a. The DOT shall acquire the right of way for purposes of the project reconstructing the interchange of West Penn Street/County Road F28 and Interstate 380 in Johnson County. Refer to Exhibit A for location.
- b. A future preconstruction Agreement may be negotiated with the LPA for grading and paving of the West Penn St/County Road F28 interchange with Interstate 380.

2. Project Costs

- a. The DOT shall bear all costs except those allocated to the LPA under other terms of this Agreement.

3. Right of Way and Permits

- a. Subject to the provisions hereof, the LPA, in accordance with 761 Iowa Administrative Code Chapter 150.3(1)c and 150.4(2), shall remove or cause to be removed (within the corporate limits) all encroachments or obstructions in the existing primary highway right of way. The LPA shall also prevent the erection and/or placement of any structure or obstruction on said right of way or any additional right of way which is acquired for this project including but not limited to private signs, buildings, pumps, and parking areas.

January 2023

- b. The DOT shall be responsible for the coordination of utility facility adjustments for the primary road project.
- c. The LPA agrees to relocate all city-owned utilities necessary for construction which are located within the existing street or alley right of way, subject to the approval of and without expense to the DOT and in accordance with 761 Iowa Administrative Code Chapter 150.4(5) and the DOT Utility Accommodation Policy.
- d. With the exception of service connections, no new or future utility occupancy of project right of way nor any future relocations of or alterations to existing utilities within said right of way shall be permitted or undertaken by the LPA without the prior written approval of the DOT. All work shall be performed in accordance with the Utility Accommodation Policy and other applicable requirements of the DOT.
- e. The LPA shall be responsible for providing, without cost to the DOT, any right of way for the project which involves dedicated streets or alleys, and any other LPA-owned lands which are required for the project, subject to the condition that the DOT shall reimburse the LPA for the value of LPA-owned improvements situated on such other LPA-owned lands. The LPA has appraised itself of the value of these lands, and as a condition of their participation in the project, the LPA voluntarily agrees to make such lands available without further compensation. The DOT shall be responsible for acquisition of all other right of way.
- f. In connection with this project, any real estate and rights to real estate necessary for right of way at the connection of any public road and a primary highway project, any access road or frontage road, or any permanent utility easements which are, or which shall be, under the jurisdiction of the LPA, may be acquired by the DOT, for and in the name of the LPA. Where acquired by contract, the LPA shall receive title from the contract seller and the LPA shall accept title thereto. Where acquired by condemnation, a single joint condemnation proceeding shall be instituted by the DOT to acquire real estate or rights in real estate needed by the LPA for the LPA and to acquire real estate or rights in real estate needed by the DOT for the DOT. Refer to Exhibit B for ROW layout.
- g. Access rights may be acquired by the DOT along all LPA side roads and streets within the project limits. Access rights, if acquired, shall be in the name of the State of Iowa. The acquisition of access rights shall be in accordance with 761 Iowa Administrative Code Chapter 112.5(5). If the LPA feels that it is in the best interest of the parties involved to modify the access rights in any way, they may petition the DOT District Engineer to do so, with the final decision remaining with the DOT.

4. General Provisions

- a. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall provide notice of the modification, amendment or revision to the DOT within 14 calendar days of the LPA's receipt of a subsequent FIS or modification. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall provide notice of the FIS to the DOT within 14 calendar days. The LPA agrees to defend, indemnify and hold the DOT harmless from any and all claims, costs, and damages arising from or related to the LPA's failure to timely provide an FIS or and FIS modification to the DOT in accordance with this provision.

January 2023

- b. The LPA shall comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Title VI of the Civil Rights Act of 1964 and Iowa Code Chapter 216. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.
- c. It is the intent of both (all) parties that no third-party beneficiaries be created by this Agreement.
- d. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.
- e. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements shall remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly executed amendment to this document.

January 2023

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2023-1-125 as of the date shown opposite its signature below.

CITY OF NORTH LIBERTY:

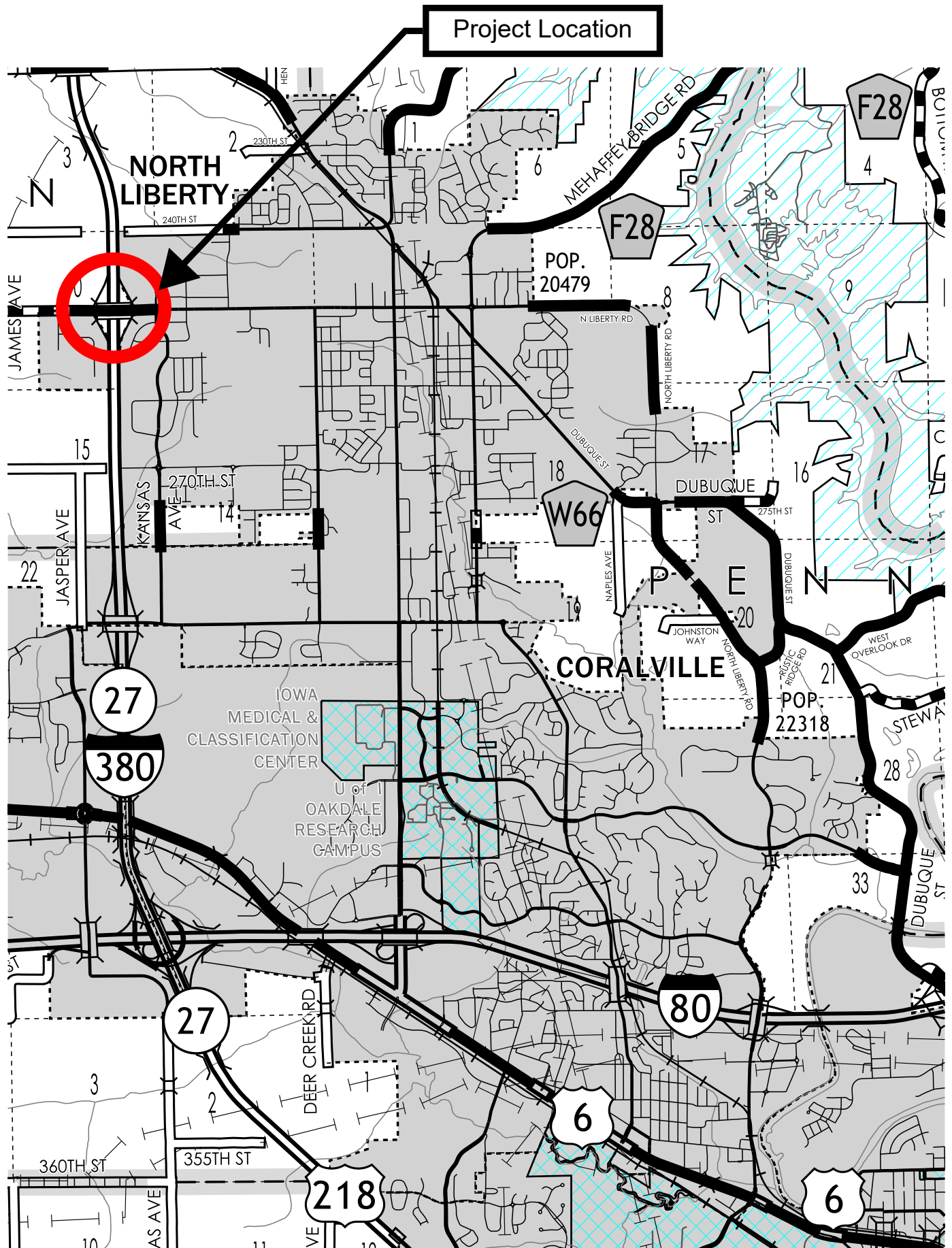
By: _____ Date _____, 20 ____.
Title: Mayor

I, _____, certify that I am the Clerk of the City, and that
_____, who signed said Agreement for and on behalf of
the City was duly authorized to execute the same on the ____ day of _____, 20 ____.

Signed: _____
City Clerk of North Liberty, Iowa

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20 ____.
Jim Schnoebelen, P.E.
District Engineer
District 6



Resolution No. 2023-95

APPROVING A RIGHT-OF-WAY AGREEMENT BETWEEN THE IOWA DEPARTMENT OF TRANSPORTATION AND THE CITY OF NORTH LIBERTY FOR THE RECONSTRUCTION OF THE INTERCHANGE OF WEST PENN STREET AND INTERSTATE 380

WHEREAS, the Iowa Department of Transportation (DOT) proposes to make certain improvements to Interstate 380 adjacent to and with the cooperation of the City of North Liberty; and

WHEREAS, the City wishes to facilitate the DOT completion of said project; and

WHEREAS, the parties have reduced the agreement to writing, which is attached hereto as Exhibit A,

BE IT RESOLVED BY THE CITY OF NORTH LIBERTY, IOWA that the Right of Way Agreement attached hereto is approved, and the Mayor and City Clerk are authorized to execute and record the release.

APPROVED AND ADOPTED this 8th day of August, 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. 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 July 11, 2023.

Second reading on July 25, 2023.

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

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).

Ground Snow Load	Wind (mph)	Seismic Design Category	Subject to Damage From				Winter Design Temp (e)	Ice Shield Under-layment Required (h)	Flood Hazards (g)	Air Freezing Index (i)	Mean Annual Temp (G)
			Weathering (a)	Frost Line Depth (b)	Termite (c)	Decay (c)					
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 July 11, 2023.

Second reading on July 25, 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



Off-Road Utility Vehicle (UTV) Ordinance

Ryan Heiar

From: David Whitebread <whitebread702003@gmail.com>
Sent: Friday, July 28, 2023 7:51 AM
To: Council
Subject: [External] Comment on UTVs

Some people who received this message don't often get email from whitebread702003@gmail.com. [Learn why this is important](#)

Dear Elected Officials.

As I new resident of North Liberty I have to comment on the use of UTVs within this city.

We moved to North Liberty in March because of it's many attributes. Having lived in 12 states and on 4 continents, this community had what we desired.

Our previous location approved the use of UTVs. As I stated to those city leaders, is doing so improving the Quality of Life for 99% of the residents?

I'm aware that the use of these vehicles has become a " thing"

recently. I believe they can be enjoyable in the right environment. We saw them often in the deserts and forests of the West.

Their use within a town or city I can best describe as joy riding.

We hope to continue to enjoy our new surroundings.

Thank you serving our community.

Sincerely

David Whitebread

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 July 11, 2023.

Second reading on July 25, 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



Additional Information



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

July Permits:

96 permits were issued in July with an estimated construction value of 11.4 million dollars. Nine new housing permits were issued with construction value of 2.8 million dollars. Staff completed 213 inspections during the month of July.

Rental/Code Compliance Cases:

Twenty-two new rental permit applications were received in July. One code compliance case was processed in July.

North Central Middle School:

Foundation crew has completed the foundation for the classroom addition to North Central Middle School.



July Permit Tally Report

Permit Type		Construction Value	Total Fees
Group: Accessory Structure			
		\$18,000.00	\$176.75
Group Total: 4			
Group: Commercial Alteration			
		\$25,000.00	\$391.25
Group Total: 1			
Group: Construction Site Runoff			
		\$55,400,000.00	
Group Total: 2			
Group: Deck			
		\$22,500.00	\$488.25
Group Total: 4			
Group: Driveway			
		\$0.00	\$50.00
Group Total: 2			
Group: Fence			
		\$20,209.00	\$250.00
Group Total: 10			
Group: Fire Alarm & Detection Equipment			
		\$37,670.85	\$163.00
Group Total: 2			
Group: Fire Protection System			
		\$3,430.00	\$109.00
Group Total: 1			
Group: Foundation			
		\$0.00	
Group Total: 1			
Group: Mechanical Electrical Plumbing (MEP)			
		\$101,107.00	\$282.00
Group Total: 12			
Group: New Commercial			
		\$8,000,000.00	\$39,061.19
Group Total: 1			
Group: New Single Family Dwelling			
		\$799,999.00	\$7,223.49
Group Total: 2			
Group: New Single Family Dwellings Attached			
		\$1,931,210.00	\$19,870.98

Group Total: 7

Group: Open Burning- Open Flame before an Audience

		\$0.00	
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Group Total: 1

Group: Patio

		\$25,000.00	
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Group Total: 1

Group: Pool

		\$124,435.00	\$1,402.09
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Group Total: 3

Group: Rental

		\$0.00	\$2,148.00
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Group Total: 22

Group: Residential Addition

		\$53,800.00	\$857.45
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Group Total: 3

Group: Residential Alteration

		\$12,780.00	\$180.65
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Group Total: 7

Group: Sign

		\$32,270.00	\$150.00
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Group Total: 3

Group: Subdivision

		\$0.00	\$1,886.80
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Group Total: 1

Group: Swimming pools, spas and hot tubs

		\$119,000.00	\$1,100.15
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Group Total: 1

Group: Temporary Membrane Structures/Tents

		\$0.00	
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Group Total: 1

Group: Utility Service

		\$0.00	
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Group Total: 1

Group: Zoning Certificate

		\$80,000.00	\$75.00
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Group Total: 3

		\$11,406,410.85	\$75,866.05
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Total Records: 96



Certificate of Occupancy July Report

Applicant	Parcel Address	Project Description	Permit Type	Date C.O. Issued
Brittany Palmer	70 Alydar Dr	2023 Rental Permit	Residential Rental	7/31/2023
Maria Bermudez	1295 Jordan St Ste 8	Full service Mexican	Zoning	7/25/2023
Casey Koschmeder	2300 West Lake Rd 304A	2023 Rental Permit	Residential Rental	7/24/2023
Corridor Equipment Rental	1400 JORDAN ST	Equipment rental, event rental, small engine service and	Zoning	7/19/2023
Alan Peterson	1215 Abraham Dr	2023 Rental Permit	Residential Rental	7/28/2023
Beth Westermann	1740 Lininger Ln	Corridor Ketamine-Ketamine therapy	Zoning	7/18/2023
Tonja Fortney	209 Golfview Ct	2023 Rental Permit	Residential Rental	7/11/2023
Tonja Fortney	149 Golfview Ct	2023 Rental Permit	Residential Rental	7/11/2023
Tonja Fortney	105 Golfview Ct	2023 Rental Permit	Residential Rental	7/11/2023
Tonja Fortney	92 Golfview Ct	2023 Rental Permit	Residential Rental	7/11/2023
Tonja Fortney	91 Golfview Ct	2023 Rental Permit	Residential Rental	7/11/2023
Tonja Fortney	89 Golfview Ct	2023 Rental Permit	Residential Rental	7/11/2023
Tonja Fortney	85 Golfview Ct	2023 Rental Permit	Residential Rental	7/11/2023
Tonja Fortney	62 Golfview Ct	2023 Rental Permit	Residential Rental	7/11/2023
Tonja Fortney	59 Golfview Ct	2023 Rental Permit	Residential Rental	7/11/2023
Tonja Fortney	17 Golfview Ct	2023 Rental Permit	Residential Rental	7/11/2023
Tonja Fortney	15 Golfview Ct	2023 Rental Permit	Residential Rental	7/11/2023
Tonja Fortney	10 Golfview Ct	2023 Rental Permit	Residential Rental	7/11/2023
Kerri Goff	2271 Eversull Ln	2023 Rental Permit	Residential Rental	7/5/2023
Lama Noureddine	125 Early Moon Dr	2023 Rental Permit	Residential Rental	7/6/2023
Dahnovan Builders LLC	1673 Aspen Ct	new townhome	Building	7/31/2023

Caleb Shield	767 Clark Ave	new ranch style zero lot	Building	7/19/2023
Caleb Shield	765 Clark Ave	New ranch style zero lot	Building	7/19/2023
H & H Home Builders, Inc	1330 Salm Dr	2 story dwelling with finished walk-	Building	7/13/2023
Jason Peterson Stillwater Homes LLC	1215 Abraham Dr	residential new construction	Building	7/21/2023
Shane Murphy	1300 Salm Dr	new single family dwelling	Building	7/28/2023
Sharp Investment Properties	1305 Salm Dr	SFD	Building	7/12/2023
Lucas Grout	1050 S Front St	Construction of a new 60x100x16	Building	7/14/2023
Barry Frantz Construction	1102 Kaiser St	New Construction of SFD	Building	7/13/2023
Barry Frantz Construction	1100 Kaiser St	New construction of SFD	Building	7/13/2023
Barry Frantz Construction	1112 Kaiser St	New construction of SFD	Building	7/12/2023
Barry Frantz Construction	1110 Kaiser St	New construction of SFD	Building	7/11/2023
Paul Scallon	1287 Berkshire Ln	Building a 0 Lot Line	Building	7/25/2023
Paul Scallon	1285 Berkshire Ln	Building 0 Lot Lines	Building	7/25/2023
Caleb Shield	1780 Denison Ave	5 bed, 3 bath, 3 car ranch style	Building	7/24/2023
Hodge Construction - Keith Edwards	925 Liberty Way	Brewery and restaurant	Building	7/21/2023
Caleb Shield	792 Brook Ridge Ave	2 Story Zero Lot	Building	7/11/2023
Caleb Shield	790 Brook Ridge Ave	2 Story Zero Lot	Building	7/11/2023

Total Records: 38



Permit Summary Report Inspection Type

Schedule Date 1/1/2023 TO 07/31/2023

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Row	Total
Inspection request	7	2	12	25	42	42	26	0	0	0	0	0		156
Re-inspection	30	28	38	57	37	28	34	0	0	0	0	0		252
1st SWPPP	1	4	4	9	0	3	1	0	0	0	0	0		22
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	3	0	0	0	0	0		10
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	9	0	0	0	0	0		48
Final	12	10	14	8	15	30	20	0	0	0	0	0		109
Fire - Automatic Sprinkler System	6	0	1	2	3	2	1	0	0	0	0	0		15
Fire - Automatic Sprinkler System - Preconcealment	0	0	0	0	0	0	1	0	0	0	0	0		1
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	3	2	1	0	0	0	0	0		10
Fire - Fire Alarm Installation (Rough-In)	0	0	0	0	0	0	2	0	0	0	0	0		2
Fire - Fire Dept. Acceptance	0	0	2	2	3	3	1	0	0	0	0	0		11
Fire - Kitchen Hood Suppression System Installation	0	0	0	0	0	2	0	0	0	0	0	0		2
Fire - Retail Sales of Fireworks	0	0	0	0	0	1	0	0	0	0	0	0		1
Fire - Smoke Alarms (Rough-In)	0	0	0	0	0	0	1	0	0	0	0	0		1
Footings/Slabs	5	6	11	14	5	9	10	0	0	0	0	0		60
Foundation Dampproofing	0	1	3	2	6	5	3	0	0	0	0	0		20
Foundation Wall	2	3	6	6	5	7	6	0	0	0	0	0		35
Framing	2	1	0	0	0	0	3	0	0	0	0	0		6
Gas Piping	0	0	0	1	0	0	0	0	0	0	0	0		1
Gas service release	17	10	14	6	17	3	3	0	0	0	0	0		70
Grading	3	3	2	11	10	6	9	0	0	0	0	0		44
Manufactured Home	0	6	2	2	2	4	0	0	0	0	0	0		16
Meeting	0	0	2	3	3	2	1	0	0	0	0	0		11
Notice of Termination CSR	5	2	3	2	12	0	11	0	0	0	0	0		35
Other	2	1	2	4	0	1	4	0	0	0	0	0		14
Permanent Electric Service Release	5	8	19	13	16	12	2	0	0	0	0	0		75
Plumbing below slab	3	3	6	5	9	9	4	0	0	0	0	0		39
Rental	16	77	103	60	22	20	4	0	0	0	0	0		302
Residential final (New Construction)	16	13	20	21	6	0	19	0	0	0	0	0		95
Residential Photovoltaic (PV) Solar System	1	1	7	2	1	2	2	0	0	0	0	0		16
Residential Rough-in (New Construction)	10	6	11	9	12	13	1	0	0	0	0	0		62
Residential Sewer Service	1	3	11	4	4	8	1	0	0	0	0	0		32
Residential Water Service	1	2	10	2	8	7	2	0	0	0	0	0		32
Rough-in	4	2	2	2	4	6	4	0	0	0	0	0		24
Sanitary Sewers	0	0	1	0	0	1	0	0	0	0	0	0		2
Sidewalk Release	5	5	3	9	5	0	13	0	0	0	0	0		40
Sump Pump Discharge Line	0	0	6	20	5	6	1	0	0	0	0	0		38
Temporary Electric Service	3	0	7	5	4	8	4	0	0	0	0	0		31
Water Heater	0	0	1	0	0	2	3	0	0	0	0	0		6
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	3	0	0	0	0	0		83
Totals:	181	211	346	332	298	277	213	0	0	0	0	0		1858

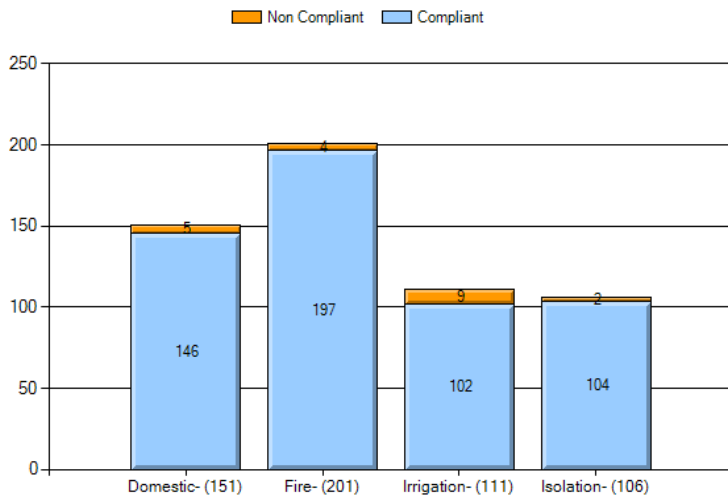
Code Compliance Report

7/1/2023 - 7/31/2023

Case Date	Case #	Status	Complaint	Reporting Code
7/26/2023	20230042		uncut weeds and grass	Nuisance

[< Back](#)

System



Categories

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

Compliance	%	Compliant	Category Total
Domestic	97%	146	151
Fire	98%	197	201
Irrigation	92%	102	111
Isolation	98%	104	106
Totals	96%	549	569

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

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

- [Print Chart](#)
- [View All Compliant](#)
- [View All Non Compliant](#)
- [View All](#)



To **Mayor and City Council**
CC **City Administrator Ryan Heiar**
From **Community Relations Director Nick Bergus**
Date **Aug. 3, 2023**
Re **Community Relations Staff Report**

Blues & BBQ

We held the 15th edition of Blues & BBQ on July 8, which was attended by an estimated 20,000 people. The weather was as good as could be asked for on a Saturday in July so guests stayed. As every year, we've identified some adjustments we'd like to explore next year (with folks staying longer, we could have used a larger garden area this year, for example), but there were no major hiccups during the event. It was a great opportunity to highlight North Liberty and the working coming to Centennial Park. Next year's festival is planned to arrive on July 13, 2023.

City Slate

The City Slate included 7 July events in addition to Blues & BBQ: Joyriders' Jubilee on July 3 (rescheduled from June); Fireworks on July 3; Ranshaw House concerts on July 14, 21 and 28 (the July 7 date was canceled for weather); Swimming with Princesses on July 16; and Swimming Storytime on July 28. We hosted more than 26,000 participants across all City Slate events, including Blues & BBQ, during the month. Staff and Shea Nelson spent time marketing and preparing for fall events including Splash Night (Aug. 4), Kinetic Circus (Aug. 6), Summer Send-Off (Aug. 19), Iowa vs. Iowa State Community Tailgate (Sept. 9) and Neighbors & Flavors (Sept. 17).

Summer Summit

We hosted the inaugural Summer Summit, a gathering focused on teen mental health and wellness, with session for both teens and their caregivers on Saturday, July 29. Micah partnered 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 to produce and promote the event. Total attendance was 25, and feedback was very positive. Adjustments we'll explore for next year as we grow the program: targeting rising 9th graders, building for fun into the day, fully parallel tracks for teens and caregivers and shifting the event later in day.

Community Center Program Guide, Monthly Highlights

We worked with recreation and library staff to rethink the three-times-each-year seasonal recreation program guide for the fall season, which was published this month

ahead of August registration. The new guide is a lightly styled Word document printed in-house as needed. This addresses some challenges and desires staff has expressed about the guide redesign that was initiated in 2021 when programming stabilized in the pandemic. In-house printing will allow us to update the guide as needed, which is often necessary since it is produced as many as six months ahead of the time it covers. We're also able to print just the copies we need, which has decreased sharply with the loss of the local paper as a distribution channel and reduce the amount of staff time dedicated to designing and editing the guide. Meanwhile, we're adding a monthly highlights newsletter, which will be posted on our website and delivered via email, that can include news and updates, class and program additions and serve as the seasonal marketing piece for the Community Center.

Ranshaw House

Use of the Ranshaw House continues to increase. In July, in addition to Summer Lunch & Fun, North Liberty Youth Council meeting, the Ranshaw House Concert Series, and its weekly United Action for Youth workshop, the house was home to a local, grant-funded mural project and Big Brother Big Sisters training. We've had conversations with Domestic Violence Intervention Program, 4C of Johnson County and United Action for Youth, the Senior Center about additional use of the facility with plans for this fall. The building is doing what we hoped: attracting agencies to our community to serve the vulnerable closer to home.

Youth Council

This year's Youth Council gathered a final time to distribute T-shirts and reflect on the past year. Meanwhile, we have five councilors returning for this fall and two new applicants. While we're still accepting applications, we are looking for a smaller, more focused group this fall. The meetings will be shorter but more frequent this fall, with the goal of introducing teens to local agencies that they can use as a springboard for community service and advocacy. The application is available at northlibertyiowa.org/youthcouncil.

Building North Liberty's Next Stage

Staff continued to work on the Next Stage campaign, helping Think Iowa City prepare the Enhance Iowa grant application, explaining the project to others. Blues & BBQ offered a great way to highlight the project, including volunteers and staff hosting an information booth at the event, the Community Foundation of Johnson County sponsoring the beverage garden and highlighting the project there, as well as the cheeky signs we

deployed (“Hate port-a-potties?”). Following the event, we saw an uptick in donations following the event.

Twitter/X and Threads

After half a year of stagnant or declining engagement on Twitter, and with policy changes breaking a number of the tools we used to post and monitor the site, in mid-June we removed the Twitter icon and other references from the city’s website. In early July, Facebook and Instagram owner Meta launched Threads, essentially a new Twitter (now called X) clone and we had some followers ask if we were planning to start an account there. Typically, we reserve the username “northliberty” on services as we are able but rarely add new networks to places we regularly post (Nextdoor was the latest, which we added as part of the Great Neighborhoods and Neighborhood Ambassador initiatives). The current tools for Threads are nascent, as is the network itself, but we’ve reserved the username “northliberty” and will monitor the tools and engagement to see if it’s a good fit for us.

Welcoming Week

Last year, as part of the Rural Welcoming Initiative, we hosted the inaugural Neighbors & Flavors during Welcoming Week. This fall, the week will be recognized countywide, with the second annual Neighbors & Flavors serving as the finale on Sunday, Sept. 17. Micah is organizing the event, which will be funded and part of the City Slate and will also feature a service fair inviting folks into the Ranshaw House.

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.

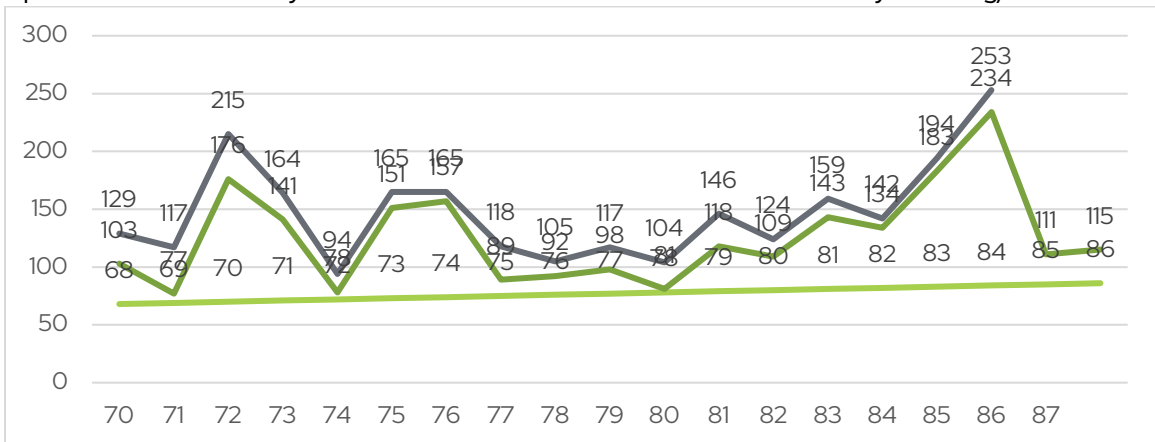
We posted news releases about events, fireworks, the Summer Summit, projects, the George House move and more.

Completed Videos

Title	Requested By	Completed	Duration
City Council	Administration	July 3	0:11
Parks & Recreation Commission	Administration	July 6	0:54
Eye on: Summer Lunch & Fun	Community Relations	July 3	0:05
City Council	Administration	July 11	0:35
MPOJC	Administration	July 12	0:47
Tree and Stormwater Advisory	Administration	July 12	0:25
Social: Blues & BBQ	Community Relations	July 14	0:02
Pig & Pint Prelude	Community Relations	July 17	0:01
GNM: CMW Property, LLC	Planning	July 18	0:15
GNM: Pratt Real Estate	Planning	July 18	0:04
GNM: Scanlon	Planning	July 18	0:06
City Council	Administration	July 25	0:30
Eye on: Pantry Director	Community Relations	July 28	0:05
Total completed productions: 6	Duration of new video: 4.48 hours		

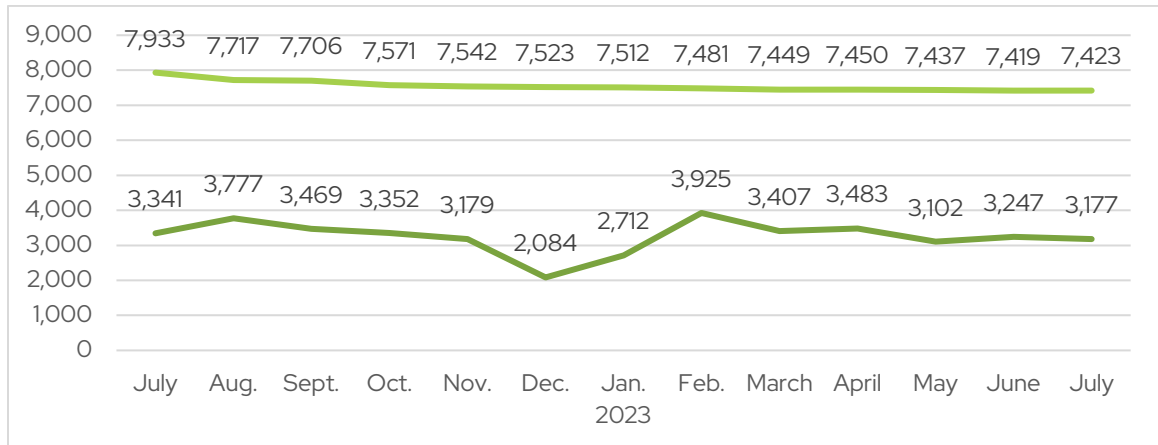
52317 Podcast

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.

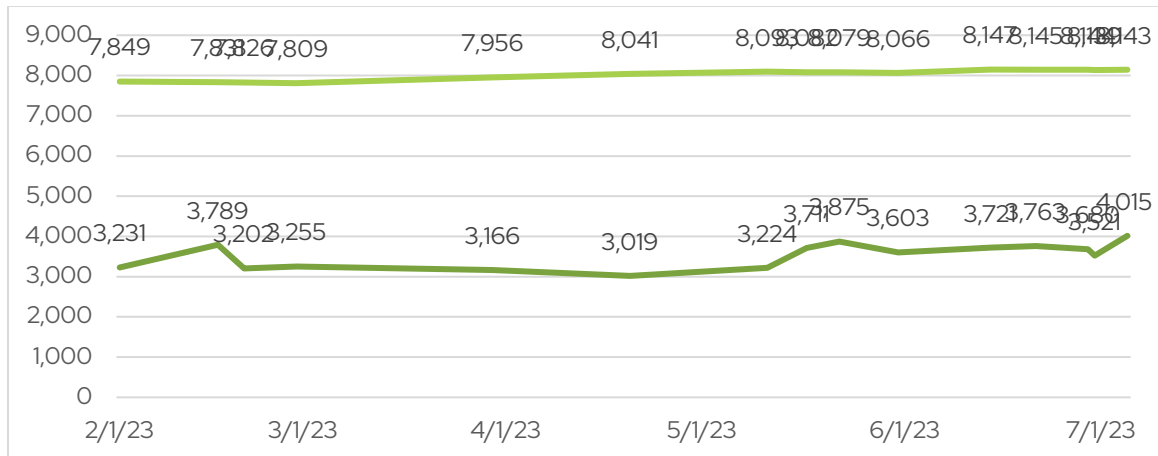
North Liberty Bulletin Email Newsletters



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
July 2023	37,766	27,419	63,041
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

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
July	113	88,157	3,097	6,058
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

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: Aug 1, 2023
SUBJECT: Monthly Library Report

Library News

The library offered a total of 143 programs for all ages in July with 3104 people attending!

Summer has been bustling in the library, from programming for all ages each week to outreach engagement in the community. The new book bike is a popular addition at the North Liberty Pantry for our library pop-up programs. We're excited to put North Liberty's stamp on it in coming months with a graphic wrap that is currently being designed. Additionally, as I've likely mentioned, the library has assumed oversight and coordination of the summer lunch program each weekday at Ranshaw House in collaboration with Micah, the City's Program and Equity Coordinator. They see an average of 125 for lunch each day and have had days early this summer with 200 attending. Library staff also teamed up to assist with the City Slate Joy Riders Jubilee that drew 120 people on July 3 – rescheduled due to inclement weather.

The library held its first annual drag queen family story time this month. We had over 130 happy attendees from age 7-weeks to grandparents. Our Family Services Librarian, Emily, lead the kids in some gross motor skill activities to start things off and then presenters each read books and we had a freeze-dance party. Some attendees did a long conga line through the kids' area.

Last week on July 25, in partnership with the Immigrant Entrepreneurs Summit (IES), the North Liberty Library hosted Business Across Borders: An Evening with Immigrant Entrepreneurs. The event featured a panel of four immigrant professionals, each sharing their entrepreneurial journey and moderated by Kellee Forkenbrock, Public Services Librarian and followed by a mixer for the panelists and attendees to engage. Our panelists (and their home country) included:

- Esaie Toingar (Sudan) - Founder/President, Wake Up For Your Rights
- Fred Ebong (Nigeria) - Founder/Creative Director, FE Studios
- Naftaly Stramer (Israel) - Co-Founder, Oasis Falafel
- Shrravonni Paul (India) - Founder/CEO, Neuworldz.com

We had a total of 18 attendees, who all gained the many lessons shared from our esteemed panel. Some of the panel's quotes include:

- "Your desire to build yourself up will drive the success of your business." (Paul)
- "I may not be from here but I know what I am doing." (Ebong)
- "Conversation [within the community] opened doors for me." (Toingar)
- "The one thing I would want our community to know about my journey? It wasn't easy, but you have to rely on people." (Stramer)
- "We are all immigrants to this land, and we all bring something special to this country." (Paul)

A positive result of this event and community partnership, is that Kellee was also asked to be an emcee for a half-day Immigrant Entrepreneurs Summit is hosting in August. In return, the City of

North Liberty is listed as a corporate-level sponsor and the library has been invited to have an information table at the summit.

Scroll for program highlights.

The Public Libraries of Johnson County teamed up for fun at the Jonson County Fair with the Iowa City Public Library Book Mobile and activities with librarians from all of the county's libraries.



"The library helps me find my voice by finding others' voices."

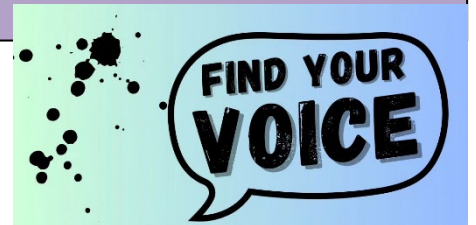


"The library has this magical ability to be exactly what you need and grow with you along the way."



"The Library helps me find my voice by allowing others to use theirs."

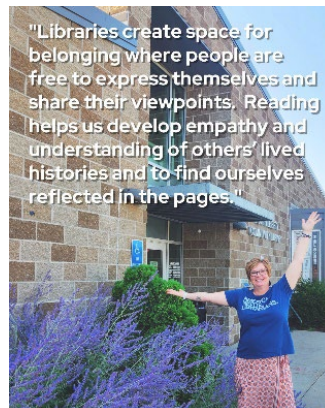
Some library staff shared how we find our voices at the library in line with the summer reading program theme:



"By reconnecting me with classic authors with timeless messages. Having unlimited access to writers like Toni Morrison helps me finetune my voice in the world."



"Finding new ways to improve myself through online learning resources and better understanding information."



"Libraries create space for belonging where people are free to express themselves and share their viewpoints. Reading helps us develop empathy and understanding of others' lived histories and to find ourselves reflected in the pages."



Beautiful day for the Joy Riders Jubilee



The library hosted Happy Joy Rocks founder, and North Liberty resident, Alicia Abrams, for a family rock painting program. People are encouraged to leave the rock in a public place as a way to spread kindness in our Community and beyond.



Literacy and fun at Drag Family Story





Down to business at the Business Across Borders event



- 57 teens and tweens attended the summer reading program pool party. The winners of the teen reading challenge are pictured on the right. (Above)
- Teen blanket making service project (below)





North Liberty Police Monthly Report July 2023

Training:

- Members attended monthly Canine, Tactical Team, and Honor Guard Training (56 hours)
- Investigator Rockafellow attended the threat assessment conference near Chicago. He is one of our ALICE instructors.(16 hours)
- Investigator/CSO Gallagher attended ALICE instructor training (16 hours)
- New hire Zack Jirak continues his training at ILEA (160 hours)
- All officers completed training on Police & Dog Encounters. It was an hour-long presentation put on by the COPS office and covered officer safety and other options when dealing with dogs. (24 hours)
- Lt. Landsgard attended a Commander Leadership course for Leading and Management at ILEA (40 hours)

Public Relations:

- Our community outreach officer, Jordan Gallagher participated in Coralville's 4th Fest Parade with other area law enforcement.
- Several officers met with the new Community Violence Intervention Coordinator, Jessica Lang, to learn more about her vision and the intent of the program for Johnson County.
- Several officers worked our booth at Blues and BBQ. They handed out promotional items and assisted the kids with stamping a vehicle.

Traffic Contacts	557
Parking Contacts	88
Vehicle Inspections	16
Vehicle Unlocks	24
Crash Investigations	35
Public Assists	541
Assist other Agency	129
Crimes Against Persons Report	12
Crimes Against Property Report	21
Other Reports	45
Arrests	36
Warrants	5
Alcohol/Narcotics Charges	19
Crimes Against Persons Charges	11
Crimes Against Property Charges	4
Other Charges	21
Animal Calls	59
Total Calls for Service	2505
*Total Calls for Service for the year	15237



- Officers stopped at the Ranshaw House Friday Night concert series to hand out stickers and mingle with the public.
- Officer Gallagher, Lt Ross and Chief Venenga are participating in a weekly book study with the Community Violence Intervention members on the Book "Bleeding Out" by Thomas Abt.
- An officer attended a Public Safety/First Responder event at the Montessori School and a story time at the NL Community Library.
- An attorney requested the use of our training room for civil dispositions in an upcoming court case.
- Investigator/CSO Gallagher hosted several PD tours for local daycares.
- Investigator/CSO Gallagher presented information on scams to residents at Keystone Place



Equipment:

- Reviewed and audited the annual use of the three PD copier machines supplied by Marco. Due to the use and the cost, we will be upgrading the copiers, but going from 3 in the building to only 2. This will save us \$1368 over the course of a year.
- Two administrative vehicles were purchased.
- We are ordering the in-car equipment for the Patrol Lieutenant's truck.
- We received two more dynamic entry tools.
- We had a couple major repairs on two of our older vehicles for air conditioning.

Enforcement/Crime:

- From July 1st through the 5th, we had 60 calls for service for fireworks which is an increase from last year. Officers issued six (6) citations to people who were shooting them off when the officers arrived.
- Investigator/CSO Gallagher deployed our radar trailers in the Penn construction area as well as two residential neighborhoods in response to speed complaints.
- 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 \(jecc-ema.org\)](#) or you can visit the crime map at [LexisNexis® Community Crime Map](#) and type in North Liberty.

Department Admin:

- Our high school Intern completed her 60 hours.
- The records department completed the 2022 annual report and will release it on the website.
- We worked with staff members, city leadership, the city attorney, and the UTV club to get a UTV code change for NL.
- Submitted our Federal Equitable Sharing agreement numbers to the Federal Government for assets we seized in the FY23 fiscal year. We did not seize any federal or treasury funds but did deplete this fund to pay for the Inveris VR training system in October of last year.
- We posted internally for the JFACT position.
- We celebrated being in the NLPD building for 3 years now.
- The Chief attended the Chief's meeting, Community Violence Executive Board Meeting, Guidelink advisory Board meeting, and weekly book study on Bleeding Out.

Respectfully Submitted by Chief Diane Venenga and Alisha Ruffcorn 8/2/2023



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

Summer Fun continued with outdoor pool operations, swim lessons, Summer Camp, Knight Riders, Tennis, Swimming with Mermaid, Ranshaw Friday Night Concerts, Summer Lunch & Fun - all which made the month go by fast.

Recdesk Database:

Reviewing our Recdesk database; we have 13,181 residents (61%) and 8,487 non-residents (39%) totaling 21,668 individuals. Increase of 307 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 \$459.

Swim Lessons:

We had approximately 543 participants in July sessions of swim lessons. Rec Swim Team had 20 participants. Swim lesson revenues totaled \$1,311.

Leagues/Sports:

Tennis Lessons had 62 participants.
 Soccer Shooting/Goalkeeping had 11 participants.
 Leagues revenues totaled \$2,310.

Recsters BASP Program:

Summer Camp & Knight Riders, all-day supervision began this month.

Program	Week 4	Week 5	Week 6	Week 7	Week 8
Knight Riders	9	14	14	16	17
Summer Camp	48	50	49	51	50
Summer Camp Jr	6	6	5	6	5
Totaling	346 participants				

Before & After School revenues this month totaled \$620.

Classes/Programs:

We had approximately 32 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 (July session) have 47 participants. Senior Connections Lunches served 98 meals for the month. Classes/Programs revenue totaled \$6,112.76.

Pools: Outdoor pool operations continued to be strong due to high temperatures. This month, Season Pool Pass revenues totaled \$7,714; Daily Pool Fees totaled \$37,740; Pool Rentals totaled \$1,875, and Concessions revenues totaled \$19,012.25.

Weight & Exercise Area / Track:

Weight fee revenues totaled \$11,372; Split membership revenues totaled \$6,747.

We had 3,575 active memberships for the month.

We had 10,979 point of sale transactions for the month.

Gymnasiums:

Gymnasium Rental revenues totaled \$1,540.

Rentals:

Community Center Rental revenues totaled \$2,365; Shelter rental revenues totaled \$330;

Field Rental/Tennis Courts revenues totaled \$4,971.50.

Revenues:

Revenues for this month (July 1-30) totaled \$104,091.75.

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



To **Mayor and City Council**
CC **City Administrator Ryan Heiar**
From **Street Superintendent Michael Pentecost**
Date **August 1, 2023**
Re **Street Department Staff Monthly Report for July**

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

- Locating of all City utilities (247 job tickets) ongoing
 - a. This is a decrease of 21% from July 2022
- Continued animal control services (6 responses to animal issues)
 - a. During extreme hot week of weather, staff expedited transfers to CVHS in order to minimize time animals were in kennels and cages in a non-climate controlled building
- Cemetery plot locates (3 in total)
- Projects/Meetings
 - a. W Penn Street reconstruct (west of I380)
 - i. Continued design work and collaboration with Johnson Co Secondary Roads
 - ii. Meetings will be set with affected property owners to discuss design and potential property impacts in the next coming months
 - b. Penn St / RR project
 - i. Continued design by Shive with added investigation and input by staff
 - ii. Project will be moved to a 2024 construction timeframe
 - c. Penn Meadows Project
 - i. Pre-con meeting held
 - ii. Contractor started storm work on Penn St requiring detour route
 - iii. Penn St expected to open first week of August
 - d. New Subdivision Review
 - i. Construction plan review and evaluation by staff for new projects
 - e. Street Department Building Project
 - i. Continued project design
- Interviews conducted for new street labor position
- Assisted Coralville with requested traffic control devices for Ragbrai
- Training
 - a. Bucket Truck Rescue training performed by IAMU
 - b. Safety Hazards, Walking-Working Services, and Housekeeping training by IAMU
- Staff conducted monthly safety inspections for all street equipment and buildings
- Monthly warning siren testing in all 8 locations
- Stump grinding and restoration of tree removal location

- Traffic Signals
 - a. Removal and new installation of faulty detection equipment in one location
 - b. Servicing, cleaning, and program backup of traffic control cabinets in the 17 intersections controlled by signals
- Street Sign Work
 - a. Staff perform numerous repairs, replacement, and new installs of signs
 - b. New subdivision street sign names installed
 - c. Process of programming School Speed Zone signs with 2023-2024 school calendars started
 - d. Street painting of crosswalks, stop bars, symbols, and lines started in school areas
 - e. Clearing of vegetation around radar feedback sign on E Penn St to improve line of sight
- Blues and BBQ
 - a. Staff picked up and staged various barricades, message boards, traffic controls, communication trailer and light towers. All equipment was ready for the event and then removed and returned the following week
 - b. All Blues and BBQ banners were removed on street lights through out the town
- Service work performed on equipment
- Streets
 - a. Staff installed 3 new street light poles on Liberty Way that were damaged by unidentified vehicles
 - b. Cold patching of potholes where needed
 - c. GIS mapping of all street signs continues
 - d. GIS mapping of electrical grid that is the responsibility of City continues
 - e. Heritage St concrete repair location prepared for removals
- Sanitary Sewer
 - a. Inspection of various manhole locations
 - b. Centro Way force sewer main repair
 - i. Coordination with Alliant Energy, trucking companies, excavation contractor, and asphalt trail replacement in order to make repair without causing sewer to backup into residential houses
 - ii. Wastewater and street staff worked together with contractors to make this process go quick and efficiently
- Storm Sewer
 - a. Mowing of city ROW and easements
 - b. Storm box repairs on Silver Maple Dr and Centro Way



Centro Way force sewer damage



Trailer stocked for Coralville Ragbrai event



Heritage St prep for removals and replacement



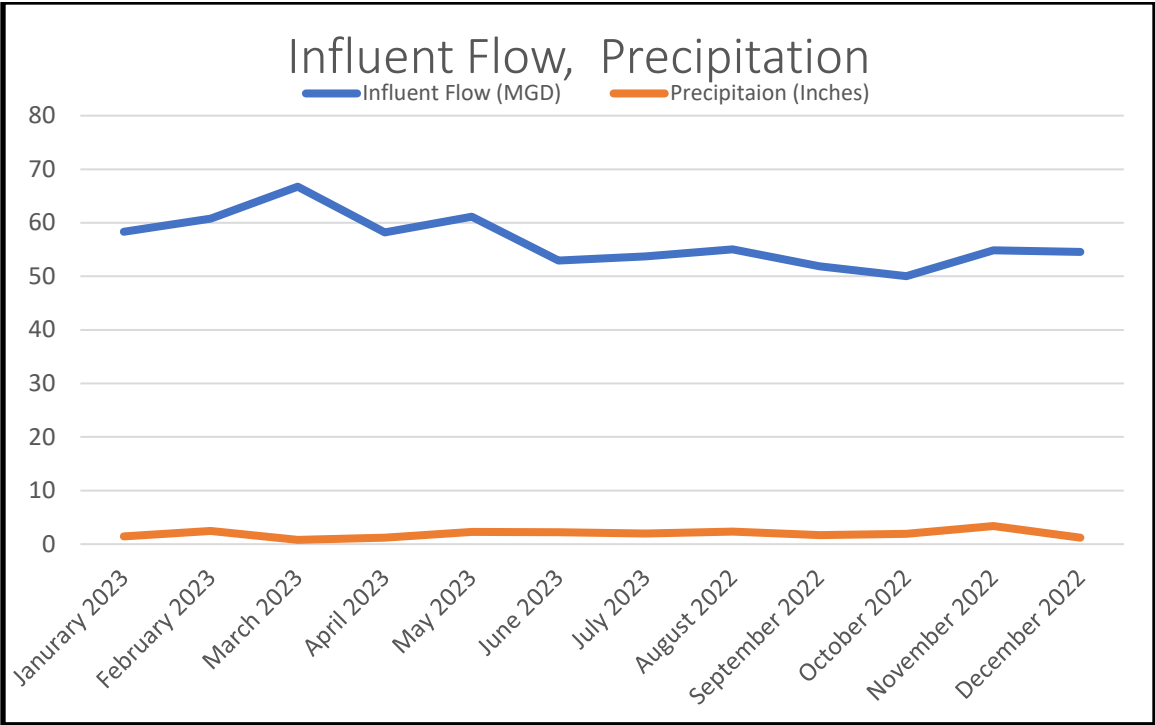
To **City Council, Mayor, and City Administrator**
From **Drew Lammers**
Date **Aug 1, 2023**
Re **July 2023 Water Pollution Control Plant (WPCP) Report**

1. All scheduled preventative maintenance at the plant and lift stations was completed. **156 work orders** were completed throughout June. Maintenance staff continue to work ahead with preventative maintenance so additional time can be spent on the upcoming membrane replacement and recovery cleans. Staff cleaned and inspected both digesters as well as fabricated repairs to one of the digester ladders.

The 100 hp EQ pumps were pulled from the wet well and serviced. Staff also filled the pump station and reset all floats and transducers to exact measurements for accurate pump cycles and emergency float switches. Repairs were also made to the EQ building power monitor. A new display was mounted, and the program was updated.

2. This month's staff safety meeting topic was Hazardous Communication. Staff completed target solutions online and reviewed the topic as a group. All building NFPA placards were updated and replaced using durable signage made by the street department's printing equipment. Staff also replaced all the MBR pipe labeling after it was repainted.
3. Operations and Lab completed all monthly sample results and reports. DMR-QA sample testing was completed, and results submitted to testing agency. Quarterly E. coli samples were submitted as part of our NPDES permit. Results matched the lowest quantitative limit measurable by laboratory testing method. Monthly Influent Flow Avg. was **1.73 MGD**. Solids wasting was increased to lower our MLSS. 1.189 MG of solids were wasted from biological tanks to digesters during July.
4. 5 staff members attended Kirkwood's annual 2-day wastewater training conference. CEU's were provided for operator's certifications.
5. WPCP's control integrator added the Phosphorus Analyzer data to the SCADA system. Operations can now track and trend effluent phosphorus continuously. This feature should help optimize nutrient removal throughout the treatment process.
6. All lift station electrical drawings were revised and compiled into a digital file for operator access. Construction plans were also added to each lift station.

Drew Lammers - WPCP Superintendent





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

In the month of July, we treated a total of 46,234,000 gallons of water, our average daily flow was 1,491,000 gallons, and our maximum daily flow was 1,789,000 gallons. The total amount of water used in the distribution system was about 8.55% higher than July 2022.

We have had a busy month with 9,228 accounts read, 90 re-reads, 367 service orders, 64 shut-offs, 49 re-connects for water service, 212 shut-off notices delivered, 14 new meter set inspections, 14-meter change outs, 8 MIU change outs, assisted 25 customers with data logging information, 47 calls for service, and 12 after hour or emergency calls. Our monthly total service work averaged 40 service orders per day.

The Iowa section of AWWA (American Water Works Association) Water Industry Leadership Institute held a conference in our training room last month. This is a year-long program offered to folks that are looking to transition into leadership positions in the water industry.

Construction has been busy with several contractors needing to test newly installed water mains. The contractor working on the north side of Hays Lane as required by AWWA was required to fill, flush, and collect two sets of 13 samples 24 hours apart, after passing all 26 required samples another contractor working in the area severed a section of water main causing the entire process to start over. This took a great deal of time; we require our staff to be on site to operate valves and witness all sample collection.

We replaced two fire hydrants on Heritage Drive, and two hydrants on Penn Street last month. These were the last two hydrants in the Heritage area, next week we'll be replacing several sections of sidewalk and doing some minor grading, the seeding will not be done until the last two weeks of September per the seeding dates for 2023.

Staff has continued to work on our Lead and Copper inventory list, currently we have collected data on 6,280 properties and have 2,999 unknowns. We were able to identify 24 services in the month of July. 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



Parks & Recreation Commission
July 6, 2023, 7:00pm
City Council Chambers, 1 Quail Creek Circle, North Liberty, Iowa

1. Call to Order

2. Approval of Minutes

- a. June 1, 2023
- b. Motion by Amy Chen, Second by Gwen Johnson, Unanimous approval

3. Reports

- a. Board Member Terms
- b. Re-appointments approved for Richard & Shannon

4. Parks Report

1. Guy reports continued maintenance of ball field for tournaments. Mowing and trimming weeds on fields.
2. Two full crews watered landscaping all month long
3. Penn Meadows splash pad is cleaned daily with inspection once per month.
4. City owned retention pods have been treated due to algae blooms in order to neutralize.
5. West Penn St welcome sign has a new logo now.
6. Getting ready for North Penn Meadows parking lot expansion by relocating shelter that is now near the ball fields. Starting on improvements in the coming week. Folks using the playground and splash pad are asked to use the south parking lot. It will continue into the Fall. Trees will be planted. Traffic flow will change in the lot.
7. Memorial bench installed at Beaver Creek Park. Families are able to buy a bench for loved ones through the parks department.
8. Guy has been having many meeting with Shive Hattery on the City Hall building as well as the Centennial Park building.
9. Free fishing day on June 6th occurred.
10. Blues and BBQ event is upcoming on Saturday.
11. Jeremy Parrish asked what chemical is used on splash pad cleaning. Simply green is used along with power washing with only water.
12. Richard complimented the parks staff on clean parks and new signs.
13. Richard asked about the parking lot expansion's accessibility. Guy said it will be completely accessible to the trail to the splash pad and shelter, and will be ADA accessible.
14. Guy mentioned the shelter at Penn Meadows was put up in memory of Marvin Sass, previous Parks employee. Guy called the Sass family to inform them about shelter relocation.

15. Jeremy asked about bench colors. Guy said any green benches will be repainted red, but any new benches are black.
16. Richard urges residents to review the informational packet to view pictures of parks department projects.

5. Recreation/Pool Report

1. Brian reports the rec center has been busy with many youth activities and swimming pool use.
2. The pool had to close a day and a half due to air quality concerns from the Canadian wildfires. Area pools also closed during the same days/times. Programming was also canceled during that time air quality was deemed unhealthy.
3. Mermaid swim event happened and approximately 75 people came. It was a free event. July 16th is another day Mermaid swim will be offered.
4. Sensory swim will be coming up later in July.
5. Concession stand is now put in and done.
6. Fall registration is August 7 - 9 for recreation programs.
7. Rec center stays busy with kids out of school, rec programs, and summer lunch programs.
8. Staffing is full, however will change once school is back in session. Pool may have to close.
9. Jeremy asked what Blast Ball is. Brian explained it is a type of baseball game for young children 3 - 5 years old.
10. Brian mentioned tennis programs have been going on. Soccer is over now but will have a session in Fall.
11. Jeremy asked what the process is for starting another sport. Brian said it depends what the sport is. Mentioned a 70/30 split on coaching for outside entities wanting to bring sport to parks and rec facilities. Staff also are able to start new programs on their own. Not many requests/desires for other sports by residents brought to rec staff attention.
12. Temporary disc golf may make an appearance at parks soon.
13. There is a desire for Quail Ridge park to get an outfield fence. It is a field folks can rent as well. The Commission discussed disc golf there. There are plans for parking lot expansion at Quail Ridge.

6. Questions, Concerns, Updates

7. Community Input / Ideas to Share

- a. Guy mentioned there is no ordinance for bike paths in North Liberty and will likely default to state code.

Richard read the following:

Per state law, E-bikes can go anywhere bikes can go but they may qualify as mobility vehicles. The law includes self balancing in the definition as well. Nothing is in North Liberty code for preventing e-bikes and scooters on North Liberty trails. They need to be limited to 20 mph and need to have a light when operating at night.

- b. Gwen asked if golf carts are able to be on the trail. Guy mentioned there is a golf cart ordinance.

C. Richard asked if there would be a trail connecting underpass to a trail by Golfview. Guy said there may be plans for that. Gwen asked if the trail would also link up to the new hospital. Guy was unsure.

d. Gwen asked about new equipment at Fox Run park. Guy said they are working on the layout with the trail right now. Shive Hattery did a survey already. The playground equipment hasn't been decided. In the winter Guy will go through proposals and bring it to the Commission.

e. The dog park was discussed and Gwen feels many folks using the park understand the different areas and there is a generally positive dog handling culture now. Guy mentioned there will be a lot of dirt from penn meadows and the ravine at the end of the parking lot at the dog park will be filled in.

8. Upcoming Events

- a. Friday night Ranshaw Concerts – continues
- b. Blues & BBQ – July 8
- c. Swimming with Island/Mermaid – July 16
- d. Swimming Storytime – July 28

9. New Business

- a. Richard selected for chair.
- b. Shannon selected for vice chair. Unanimous approval.
- c. Jamie was selected for secretary. Nominated by Gwen, Second by Amy. Unanimous approval.

10. Old Business

11. Next Meeting

- a. Thursday, August 3, 2023, at 7:00pm. (Shelly absent)

12. Adjourn

- a. Motion: Jeremy Parrish Second: Amy Chen Unanimous Approval

Minutes from North Liberty Tree and Storm Water Advisory Board Meeting

April 12, 2023, 7:00 pm

Call to Order by Abdouramane Bila-Chairperson. Board members present: Kevin McGrane, Doris Vaske, Darice Baxter, Michael Burrill, Guy Goldsmith-Parks Director, Mike Wolfe-Storm Water Coordinator, Brian Hamer-City Arborist

Approval of Minutes for February 1, 2023 meeting. Motion by Kevin McGrane, second by Darice Baxter. Motion carried.

Abdouramane Bila opened the floor for Public Comment with no public comments to address.

Guy Goldsmith provided an update that North Liberty received the Tree City USA designation for 2022 which marks 27 years of the designation for the city.

Guy Goldsmith provided an update that the MidAmerican *Trees Please Grant 2023* was received. The \$1,000 will be used to plant additional trees throughout the city.

Brian Hamer discussed tree trimming practices. Winter is the best time to prune as the trees are dormant. When pruning you should prune the branch as close to the trunk or the nearest branch so it will heal. Lastly, never trim more than 1/3 of the total canopy at one time.

Abdouramane Bila asked what people can do with the branches that are trimmed. Guy Goldsmith states that they can be placed curbside to be picked up by Johnson County Refuse or they can be disposed of at Citywide clean-up at the end of April.

Guy Goldsmith provided an update that the Arbor Day proclamation will be read at the next city council meeting. This is part of the Tree City USA designation.

Darice Baxter asked if Maple trees can still be trimmed. Brian Hamer states that they can still be trimmed in spring, but late fall or winter is better.

Kevin McGrane asked what the unusually warm spring does to the timeline of spring tree trimming. Brian Hamer responds that it does shorten the window and you would need to check for buds prior to trimming.

Abdouramane Bila thanked all of those who came out to help with Muddy Creek Clean-up. In addition to the general public this includes city staff, Boy scout troop 216, Cub scout pack 216 and 275, Green Castle Cloved Kids, council member Wayson, and member of this board and the parks department.

Guy Goldsmith stated that there was a very good turnout despite it being Easter weekend. The timing needs to be early in spring before new growth obscures the view of the litter.

Abdouramane Bila inquired whether there is a date set for next year for Muddy Creek Clean-up to which Guy responds that it is the 2nd Saturday in April every year.

Mike Wolfe provided an update on the mapping of storm sewer system that continues but should be finished within the next 2 weeks. Once completed the whole city infrastructure will be mapped.

Mike Wolfe stated that he will have informational booths at upcoming events to inform the public on storm water management practices and the cost-sharing program. One of the events will be the Remarkable Rigs event during which he may demonstrate the use of the sewer camera.

Mike Wolfe provided an update that he continues to get questions about the cost-sharing program applications. There are no funds available for this fiscal year so any projects would need to be after the start of the new fiscal year. Community members are encouraged to apply for financial assistance with storm water quality projects such as soil quality restoration or rain gardens.

Kevin McGrane asked if the funding amount for next year is known to which Mike responds that it has been the same each year, around \$20,000. He hopes someday to have more available so projects don't need to be turned down.

Mike Wolfe provided an update that the first ever prairie burn was done at Centennial Park in the bioswales. He and Guy Goldsmith stated that it was a great success. Both stated that it is great for the health of the native vegetation and in reducing the manpower needed to clear those areas.

Mike Wolfe stated that he hasn't heard anything negative about the prescribed burn and the plan is to introduce these burns to other areas of the city.

Abdouramane Bila asked Mike Wolfe if there is a notification made to the public, especially those in the surrounding area of the upcoming burn. Mike Wolfe responded that there is signage present with the possible dates of the burn that are required on the application through the fire department.

Abdouramane Bila asked Mike Wolfe if the cost-sharing program has a wait list of those who apply to which Mike responded that if you have an approved project it can be delayed, but if there were no funds available at the time of the application another application would need to be submitted.

Michael Burrill asked Mike Wolfe if there is a place to see what type of projects are covered to which Mike responds that it is available on the website where the application is located.

Guy Goldsmith asked Mike Wolfe which project is the most popular to which Mike responded SQR is granted the most funding by far.

Michael Burrill asked what SQR stands for to which Abdouramane Bila responds soil quality restoration which is used to improve the soil in older developments where much of the topsoil was removed and heavy clay was left behind. He and Kevin McGrane both stated that they have done SQR on their lawns.

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

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

Next Meeting date: July 12th, 2023 at 7:00 pm

Motion to adjourn by Doris Vaske, second by Darice Baxter. Motion carried

Dear North Liberty City Council,

Hello, my name is Collin Finn, a soon to be 7th grader at North Central Junior High. This year, as a member of the Penn Elementary Student council, I learned about civic engagement. With this in mind, I would like to formally explain why we should install basketball hoops or courts at Penn Meadows Park. We have soccer fields, baseball fields, pickleball courts, tennis courts, and hockey rinks, in winter. A basketball court would be a great addition to the park. Both parents and kids would use them, and they would get great use during baseball tournaments on the weekends. I was disappointed to hear that a large amount of concrete was being used to add more parking spaces, but a small amount wasn't being used to add basketball courts. I eagerly await your response.

Thank you for your time,

Collin Finn.

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