



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



City Administrator Memo



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

Consent Agenda

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

- City Council Minutes (09/26/23)
- Claims
- Liquor License Renewal: Sobremesa
- Pay Application #8, City Hall Project, City Construction, \$497,609.42
- Pay Application #3, Penn Meadows Park North Parking Lot Project, Midwest Concrete, Inc., \$282,562.63

Meetings & Events

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

Monday, Oct 16 at 4:30p.m.
Joint Government Meeting

Monday, Oct 16 at 7:00p.m.
Library Board

Tuesday, Oct 24 at 6:30p.m.
City Council

Water System Facility Plan

Staff is recommending approval of a new principal agreement with Fox Strand, as well as a Task Order for a Water System Facility Plan. The last Water System Facility Plan was completed in 2013 and the improvements identified in that plan were constructed in 2018. Considering North Liberty’s growth, it is imperative to stay atop future utility needs by updating the facility plan. The task order outlines the work that will be completed, including providing options for future expansion of the water supply, treatment, storage and distribution. The total cost of the facility plan proposal is \$106,500 and is anticipated to be completed in September of 2024.

Casey’s Property Acquisition

The City was the high bidder in the auction for the sale of the real property at 625 W. Zeller Street (old Casey’s site), with a total purchase price of \$231,000 plus closing costs and fees. Final action to proceed with the closing of the sale is required to take place in open session. Staff recommends approval of the resolution. Relatedly, staff is planning for the demolition of the building shortly after acquisition.

Centennial Events Center Audio/Visual Contract

In consultation with Shive Hattery, staff has determined that employing a separate audio/visual contractor, who will design and construct the Centennial Center A/V components, is the most efficient and effective way to proceed. After receiving two

RFP's, staff is recommending approval of a contract with Tri-City Electric Co. in the amount of \$137k. A summary of the scope of work includes coordination, design, installation and programming of all A/V related work. A complete scope of work is included in bullet point fashion in the proposed agreement.

Liberty Commons Preliminary Plat

This preliminary plat request by CMW Properties, LLC – southeast corner of North Liberty Road and South Dubuque Street – would facilitate development of the property with a mixture of commercial and multi-unit residential uses. The plat proposes seven buildings lots, two public streets and an outlet for stormwater detention. Staff coordinated with the City of Coralville regarding the location of the trail along North Liberty Road. A virtual good neighbor meeting was held on July 18. One property owner was present and had general questions about the layout of subdivision. There are no formal objections to the request. The plat depicts a 30' wide utility easement and a preserved wetland along the west property line adjacent to the existing home sites, which would act as a buffer. The Planning Commission unanimously recommended approval at its October 4 meeting. Staff recommends approval as well.

ALDI Site Plan, Access Easement & SMF Agreements

City Staff has asked ALDI, in conjunction with the development of their new location, to take certain steps to facilitate future development, improve pedestrian access to the property, and allow for the orderly removal of snow from adjacent public streets. The result is the attached Site Plan Agreement, wherein ALDI has agreed to these additional conditions with the condition that the City contribute toward the costs of installing pedestrian crosswalk improvements across Ranshaw Way – the City would contribute only a percentage of those costs which are estimated not to exceed \$27,000. Bundled with the Site Plan Agreement is a public vehicle access and snow removal easement agreement, wherein City plows will be permitted, but not required, to remove snow from ALDI Drive, as it intersects Meade Drive and Ranshaw Way. Allowing City snowplows to traverse the private drive will allow for more efficient performance of their obligation to clear the adjoining public streets. Finally, no development permit can be issued without signing a SMF (BMP) agreement for the maintenance and inspection of storm water detention facilities on the property. Staff recommends the approval of all three agreements.

Water Tower Place Lot 11 Site Plan

This preliminary site plan – southern terminus of Madison Avenue, as extended – proposes an outdoor self-storage facility in six buildings on approximately 2.71 acres. This

would be an extension of the existing North Liberty Self Storage facility directly to the north. Staff worked with the applicant to achieve a higher design standard, which served as the basis for the proposed code amendment to outdoor self-storage facilities (3rd and final reading on October 10). The site plan and code amendment would require a higher level of design for exterior elevations facing a public right-of-way and residential properties. These include the use of faux windows, vertical and horizontal building articulation and color, texture and material changes. In other words, there is a higher level of emphasis on the building form, rather than the actual use of the property. Outdoor self-storage facilities are listed as a Conditional Use in the C-3 District, which was approved by the Board of Adjustment on September 20. The Planning Commission unanimously recommended approval of the request at its September 5 meeting, subject to one condition related to exterior masonry requirements if the aforementioned code amendment is not approved. Staff also recommends approval of the site plan.

Green Belt Trail Part 3 Revised Preliminary Plat

This preliminary plat request by Scanlon Family, LLC – north side of Berkshire Lane as extended westerly 85' from its current terminus in Greenbelt Trail, Part 2 Subdivision – would facilitate development of the property with a 22 lots and related infrastructure approximately 5.28 acres. The plat is related to the proposed rezoning to RD-8 (3rd and final reading on October 10). A virtual good neighbor meeting was held on July 18, 2023. City staff, one member of the Planning Commission and the applicant attended the meeting. There are no objections to the request. The Planning Commission unanimously recommended approval at its September 5 meeting. Staff recommends approval of the preliminary plat.

Solomon's Landing Part 2 Developers Agreement

A developer's agreement is required prior to final plat approval for subdivisions involving public improvements. This agreement for Solomon's Landing Part Two requires the developer to install streets and other associated public improvements in accordance with City code.

Pratt Real Estate Management, Inc. Zoning Map Amendment

Pratt Real Estate Management, Inc. is requesting a zoning map amendment from RS-9 Single-Unit Residence District to RD-10 Two-Unit Residence District on 1.59 acres – west side of North Jones Boulevard approximately 465 feet south of 240th Street – to facilitate development of 12 two-unit residences on 12 lots. This would be a minor change, since the existing RS-9 zoning permits smaller lot sizes. It appears that smaller lot single-unit houses are not attracting first time home buyers as initially anticipated. This is one of

three requests for two-unit zoning on the Council agenda. A virtual good neighbor meeting was held on July 18 where City staff, one member of the Planning Commission and the applicant attended. The Planning Commission unanimously recommended approval of the rezoning at its September 5 meeting. Staff also recommends approval.

Pratt Real Estate Management, Inc. Zoning Map Amendment

Pratt Real Estate Management, Inc. is requesting a zoning map amendment from ID Interim Development District and RS-9 Single-Unit Residence District to RD-10 Two-Unit Residence District Planned Area Development on 6.24 acres – southwest corner of North Jones Boulevard and 240th Street – to facilitate development of 48 two-family unit residences on 48 lots. Most of this property was left out of the initial Solomon's Landing rezoning because there was no development plan. Although, due to its location and the proposed development surrounding it, this portion of the development was intended to be a stand-alone phase. Staff is generally supportive of a medium-density residential development in this location due to the existing residential development to the north, across 240th Street. The PAD is being requested to allow two-unit platted lots to be on a private street and to reduce lot size and setback requirements. Therefore, a preliminary site plan and preliminary plat are incorporated into the rezoning request. It is unclear why private streets are not permitted by right in the Subdivision Ordinance. A similar development with 48 two-unit residences on one lot (condominium ownership) would be permitted in the RM District without a PAD. Staff intends to explore allowing this type of development without the need for a PAD, perhaps as a future Zoning Ordinance amendment. A virtual good neighbor meeting was held on August 22 where City staff, one member of the Planning Commission and the applicant attended. The Planning Commission unanimously recommended approval of the rezoning at its September 5 meeting. Staff also recommends approval of the rezoning as well.

Scanlon Family, LLC Zoning Map Amendment

Scanlon Family, LLC is requesting a zoning map amendment from RS-6 Single-Unit Residence District to RD-8 Two-Unit Residence District on 5.28 – north side of Berkshire Lane as extended westerly 85' from its current terminus in Greenbelt Trail, Part 2 Subdivision – to facilitate development of 22 two-unit residences on 22 lots. This would be a minor change, since the property is currently approved for 14 RS-6 lots. It is staff's understanding that this request is due to the developer wishing to maintain a mix of single-unit and two-unit dwellings for Greenbelt Trail Part 3. The developer has indicated that the RD zoning (south of future Hemmingway Dr) would be limited to this location and that the adjacent property would remain RS-6, which would ensure compatibility with the Arlington Ridge Subdivision. Notably, the City Council denied a rezoning from RS-6

to RD-10 on this property in 2022. Since then, the new Comprehensive Plan has been adopted, which provides better guidance on land uses than the comprehensive plan in effect in 2022. The subject property and adjacent properties to the west and north are designed Urban Low Intensity (ULI) on the Future Land Use Map. ULI allows a general aggregate development density of 3 to 8 units per acre. While RD-8 is at the higher end of this density, it is staff's opinion that the location is appropriate due to its proximity to the future school and other RD zoned properties. Staff expects residential density to decrease (consistent with the existing RS-6 zoning) as development gets closer to Arlington Ridge. A virtual good neighbor meeting was held on July 18 where City staff, one member of the Planning Commission and the applicant attended. The Planning Commission unanimously recommended approval of the rezoning at its September 5 meeting. Staff also recommends approval.

Street Vacation Ordinance

This City initiated request would vacate the portion of North Front Street between Cherry Street and North Dubuque Street. It is anticipated that the right-of-way would be divided between the property at 10 West Cherry Street, 325 North Dubuque Street and the new Civic Campus. The Planning Commission unanimously recommended approval of the vacation at its September 5 meeting. Staff also recommends approval.

Zoning Ordinance

This City initiated Ordinance amendment is a continued effort to modernize zoning regulations by adapting to land use trends and best planning practices. Giving citizens and developers flexibility while maintaining North Liberty's community standards is a primary consideration. Notably, the previous reorganization of the Zoning Ordinance into a use table and corresponding use regulations allows the City to achieve a higher-level of design standards. For example, additional standards would be added to the outdoor self-storage facility use, which would be applicable to a forthcoming preliminary site plan in a commercial district. The amendment is also the result of direct feedback from citizens and developers. The Planning Commission unanimously recommended approval of the ordinance amendment at its September 5 meeting.



Agenda



CITY COUNCIL

October 10, 2023

6:30 p.m.

Regular Session

Council Chambers

1 Quail Creek Circle

1. Call to order
2. Roll call
3. Approval of the Agenda
4. Consent Agenda
 - A. City Council Minutes, Regular Session, September 26, 2023
 - B. Liquor License Renewal, Sobremesa
 - C. City Hall Project, Pay Application Number 8, City Construction, \$497,609.42
 - D. Penn Meadows Park North Parking Lot Project, Pay Application Number 3, Midwest Concrete, Inc., \$282,562.63
 - E. Claims
5. Public Comment
6. Engineer Report
7. City Administrator Report
8. Mayor Report
9. Council Reports
10. Water System Facility Plan
 - A. Resolution Number 2023-111, A Resolution approving the Agreement for Technical Services and Task Order 23-01 between the City of North Liberty and Strand Associates, Inc. for the 2023 Water System Facility Plan
11. Casey's Property Acquisition
 - A. Resolution Number 2023-112, A Resolution authorizing the completion of purchase of real property situated at 625 W. Zeller Street
12. A/V Contract – Centennial Events Center

- A. Resolution Number 2023-113, A Resolution approving the Prime Construction Contract between the City of North Liberty and Tri-City Electric Company for the Centennial Park Event Center Audio-Visual System
13. Liberty Commons Preliminary Plat
- A. Staff and Planning Commission Recommendations
 - B. Applicant Presentation
 - C. Resolution Number 2023-114, A Resolution approving the Preliminary Subdivision Plat for Liberty, Commons, North Liberty, Iowa
14. Aldi Store #57
- A. Resolution Number 2023-115, A Resolution approving the Site Plan Agreement between the City of North Liberty and Aldi, Inc. that establishes the terms and conditions under which Aldi Store #57 will be developed in the City of North Liberty, Iowa
 - B. Resolution Number 2023-116, A Resolution approving the Stormwater Management Facilities Maintenance Agreement and Easement between the City of North Liberty and Aldi, Inc. that establishes the terms and conditions under which stormwater management facilities will be maintained for Aldi Store #57 in the City of North Liberty, Iowa
 - C. Resolution Number 2023-117 Easement, A Resolution approving the Public Vehicle Access and Snow Removal Easement Agreement between Aldi Inc and the City of North Liberty
15. Water Tower Place Lot 11 Preliminary Site Plan
- A. Resolution Number 2023-118, A Resolution approving the Preliminary Site Plan for Lot 11 of Water Tower Place Subdivision, North Liberty, Iowa
16. Greenbelt Trail Part 3 Revised Preliminary Plat
- A. Resolution Number 2023-119, A Resolution approving the Preliminary Subdivision Plat for Greenbelt Trail Subdivision Revised Part Three, North Liberty, Iowa
17. Solomon's Landing Part 2 Developers Agreement
- A. Resolution Number 2023-120, A Resolution approving the Developer's Agreement for Solomon's Landing, Part Two, North Liberty, Iowa
18. Pratt Real Estate Management, Inc. Zoning Map Amendment
- A. Third consideration and adoption of Ordinance Number 2023-22, An Ordinance amending the Zoning Map District Designation for certain property located in North Liberty, Iowa from RS-9 Single-Unit Residence District to RD-10 Two-Unit Residence District

19. Pratt Real Estate Management, Inc. Zoning Map Amendment and Preliminary Subdivision Plat PAD
 - A. Third consideration and adoption of Ordinance Number 2023-23, An Ordinance amending the Zoning Map District Designation for certain property located in North Liberty, Iowa from ID Interim Development District and RS-9 Single-Unit District to RD-10 PAD Two-Unit Residence District Planned Area Development and approving the Planned Area Development Preliminary Plat and waivers pursuant to Chapter 168.05(3)(B).

20. Scanlon Family, LLC Zoning Map Amendment
 - A. Third consideration and adoption of Ordinance Number 2023-24, An Ordinance amending the Zoning Map District Designation for certain property located in North Liberty, Iowa from RS-6 Single-Unit Residence District to RD-8 Two-Unit Residence District

21. Street Vacation
 - A. Third consideration and adoption of Ordinance Number 2023-25, An Ordinance vacating a portion of the North Front Street right of way in North Liberty, Iowa

22. Zoning Ordinance Amendments
 - A. Third consideration and adoption of Ordinance Number 2023-26, An Ordinance amending Chapters 139, 165, 166, 167, 168, 169 and 173 of the North Liberty Code of Ordinances

23. Old Business

24. New Business

25. Adjournment



Consent Agenda



City Council
September 26, 2023
Regular Session

Call to order

Mayor Hoffman called the September 26, 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, Erek Sittig, Brent Smith, and Brian Wayson.

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

Approval of the Agenda

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

Consent Agenda

Harrington moved, Wayson seconded to approve the Consent Agenda including the City Council Minutes, Regular Work and Regular Sessions, September 12, 2023; Liquor License Renewal for Mirabito's Italian; and the attached list of Claims. The vote was all ayes. Consent Agenda approved.

Public Comment

Kyle Gardiner spoke regarding the sewer backup at his house earlier this year. Mayor Hoffman responded to Mr. Gardiner's concerns.

City Engineer Report

City Engineer Bilskemper reported that several projects are in design. The west parking lot of Penn Meadows Park is paved. The project remains on track for December completion.

City Administrator Report

No City Administrator Report was offered.

Mayor Report

The Mayor proclaimed October 2023 as Domestic Violence Awareness Month. Alta Madea from DVIP spoke regarding the proclamation and the organization. The Council discussed DVIP with Madea.

Mayor Hoffman reported he attended the Iowa League of Cities Conference and Kevin Trom's retirement party at Shive-Hattery.

Council Reports

Councilor Sittig attended Neighbors and Flavors, Trom's retirement, and the Iowa League of Cities Conference. He reported that Good Neighbor Day is September 28 with several Neighborhood Ambassadors hosting events. He thanked Councilors for attending the Taste Tour event at the North Liberty Community Pantry. Councilor Wayson reported that the Liberty Homecoming parade is tomorrow. He spoke regarding his tour of city facilities. Councilor Smith attended the Iowa League of Cities conference. He witnessed North Liberty Police Department training in Cedar Rapids. Councilor Harrington attended the Iowa League of Cities conference and toured the new city hall.

Annexation Property Tax Transition

Sittig moved, Smith seconded to approve Resolution Number 2023-106, A Resolution providing a transition for the imposition of city taxes against property within a certain annexation area. The vote was: ayes- Bermel, Harrington, Wayson, Smith, Sittig; nays – none. Motion carried.

28E Agreement for Fire Protection with Madison Township and Penn Township

Bermel moved, Harrington seconded to approve Resolution Number 2023-107, A Resolution approving the 28E Agreement Contract for Fire Protection Services between the City of North Liberty and Madison Township and Penn Township. The vote was: ayes – Bermel, Wayson, Harrington, Sittig, Smith; nays – none. Motion carried.

Jonathan Street Parking

Harrington moved, Bermel seconded to approve Resolution Number 2023-108, A Resolution approving parking control devices in the City of North Liberty, Iowa. The vote was: ayes – Smith, Sittig, Bermel, Wayson, Harrington; nays – none. Motion carried.

Steindler Medical Final Plat

Wayson moved, Harrington seconded to approve Resolution Number 2023-109, A Resolution approving the Stormwater Management Facilities Maintenance Agreement and Easement between the City of North Liberty and Physician's Building Group, LLC that establishes the terms and conditions under which Stormwater Management Facilities will be maintained for Steindler Medical Park in the City of North Liberty, Iowa. The vote was: ayes – Bermel, Wayson, Sittig, Harrington, Smith; nays – none. Motion carried.

Sittig moved, Wayson seconded to approve Resolution Number 2023-110, A Resolution approving the Final Plat for Steindler Medical Park in North Liberty, Iowa. The vote was: ayes – Bermel, Sittig, Smith, Harrington, Wayson; nays – none. Motion carried.

Pratt Real Estate Management, Inc. Zoning Map Amendment

Harrington moved, Smith seconded to approve the second consideration of Ordinance Number 2023-22, An Ordinance amending the Zoning Map District Designation for certain property located in North Liberty, Iowa from RS-9 Single-Unit Residence District to RD-10 Two-Unit Residence District. After discussion, the vote was: ayes – Harrington, Wayson, Smith, Sittig; nays – Bermel. Motion carried.

Pratt Real Estate Management, Inc. Zoning Map Amendment and Preliminary Subdivision Plat PAD

Harrington moved, Sittig seconded to approve the second consideration of Ordinance Number 2023-23, An Ordinance amending the Zoning Map District Designation for certain property located in North Liberty, Iowa from ID Interim Development District and RS-9 Single-Unit District to RD-10 PAD Two-Unit Residence District Planned Area Development and approving the Planned Area Development Preliminary Plat and waivers pursuant to Chapter 168.05(3)(B). The vote was: ayes – Sittig, Smith, Harrington, Bermel, Wayson; nays – none. Motion carried.

Scanlon Family, LLC Zoning Map Amendment

Harrington moved, Sittig seconded to approve the second consideration of Ordinance Number 2023-24, An Ordinance amending the Zoning Map District Designation for certain property located in North Liberty, Iowa from RS-6 Single-Unit Residence District to RD-8 Two-Unit Residence District. The vote was: ayes – Sittig, Harrington, Bermel, Smith; nays – Wayson. Motion carried.

Street Vacation

Harrington moved, Smith seconded to approve the second consideration of Ordinance Number 2023-25, An Ordinance vacating a portion of the North Front Street right of way in North Liberty, Iowa. The vote was: ayes – Sittig, Harrington, Wayson, Smith, Bermel; nays – none. Motion carried.

Zoning Ordinance Amendments

Sittig moved, Bermel seconded to approve the second consideration of Ordinance Number 2023-26, An Ordinance amending Chapters 139, 165, 166, 167, 168, 169 and 173 of the North Liberty Code of Ordinances, amending regulations for naming of streets, conditions for construction site plan approval, zoning map amendments, and required comprehensive plan components, adding new and updating definitions, amending certain residential districts and combining the C-2-A and C-2-B Zoning Districts, amending bulk requirements in certain residential and commercial districts, zoning use matrix and zoning use standards, off-street parking regulations, maximum fence height in residential districts, accessory structure standards, and permitted encroachments in required yards. The vote was: ayes – Harrington, Bermel, Wayson, Sittig, Smith; nays – none. Motion carried.

Old Business

No old business was presented.

New Business

Councilor Wayson encouraged all to get flu vaccines.

Adjournment

Sittig moved; Harrington seconded to adjourn at 7:00 p.m. The vote was all ayes. Meeting adjourned.

CITY OF NORTH LIBERTY

By: _____
Chris Hoffman, Mayor

Attest: _____
Tracey Mulcahey, City Clerk



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
M & V Enterprises, LLC	Sobremesa Mexican Restaurant	(563) 506-5458		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
555 965 Highway South Suite E		North Liberty	Johnson	52317
MAILING ADDRESS	CITY	STATE	ZIP	
555 965 Highway South Suite E	North Liberty	Iowa	52317	

Contact Person

NAME	PHONE	EMAIL
Oswaldo Mendoza	(563) 506-5458	mendozao1984@msn.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0046634	Class C Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Sep 30, 2023	Sep 29, 2024	

SUB-PERMITS

Class C Retail Alcohol License

PRIVILEGES



Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Oswaldo Mendoza	Muscatine	Iowa	52761	President	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

Society Insurance

POLICY EFFECTIVE DATE

Sep 30, 2023

POLICY EXPIRATION DATE

Sep 30, 2024

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



State of Iowa ABD approval statement from the following county department

Legal Name of Applicant: _____

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: _____

A handwritten signature in black ink, appearing to be 'M. H.', written over the signature line.



North Liberty Police Department

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

August 24, 2023

Liquor License Check

Business: Sobremesa Mexican Restaurant
555 Hwy 965 Ste E
North Liberty, IA 52317

Owners: Osvaldo Mendoza (DOB: 07/1961)

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 Mitch Seymour.



North Liberty Fire Department

Occupancy: **Sobremesa Mexican Restaurant**

Occupancy ID: **IGUA01**

Address: **555 Highway 965 (City Limits) /Unit E North Liberty IA 52317**

Inspection Type: **Liquor License Inspection**

Inspection Date: **9/21/2023**

By: **Humston, Tina (01-2406)**

Time In: **14:56**

Time Out: **15:35**

Authorized Date: **10/05/2023**

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: Extinguishers need monthly inspection. Complete monthly inspection of all fire extinguishers and date/initial back side of tag on fire extinguishers.



Kitchen Hood System

Kitchen Hood All Grease Filters in Place

609.3.1 Ventilation system. The ventilation system in connection with hoods shall be operated at the required rate of air movement, and classified grease filters shall be in place when equipment under a kitchen grease hood is used.

Status: FAIL

Notes: Grease filters not in place. Orientation of some of the filters are incorrect. All filters shall have the baffles in the vertical position.



Kitchen Hood Drip Tray in Place

2015 International Mechanical Code, Section 507.2.8.2 Filters shall be installed at an angle of not less than 45 degrees from the horizontal and shall be equipped with a drip tray beneath the lower edge of the filters.

Status: FAIL

Notes: Missing grease drip tray.



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: Cooking equipment on casters are not within floor mounted restraining device. Install floor mounted devices on the back caster wheels for cooking equipment that have caster wheels. Ensure all moveable cooking equipment has a restraining cable from the wall to the cooking equipment.



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: Fan blocking exit but was moved during inspection.



Interior Finish/Flame Spread

Suspended Ceiling Tiles/Panels in Place

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

Status: FAIL

Notes: Multiple ceiling tiles not in place, as well as holes in drywall. Replace all missing ceiling tiles and repair all holes in drywall.



Compressed Gas Cylinders / LPG

Compressed Gas Cylinders Secured or Chained

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

Status: FAIL

Notes: Compressed gas cylinder not restrained. Ensure all CO2 cylinders are secured.



Additional Time Spent on Inspection:

Category	Start Date / Time	End Date / Time
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Notes: No Additional time recorded

Total Additional Time: 0 minutes

Inspection Time: 39 minutes

Total Time: 39 minutes

Summary:

Overall Result: Correction Notice Issued

Inspector Notes:

Closing Notes:

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

Inspector:

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



Signed on: 09/21/2023 15:11

Signature

Date

Representative Signature:

Signature of: Alex Mendoza on 09/21/2023 15:12



Signature

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: 8
PERIOD TO: 08/31/23
PROJECT NOS: 1207650 1-159

Distribution to:

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

CONTRACT DATE 09/14/22

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.

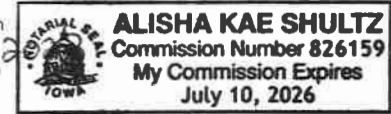
1. ORIGINAL CONTRACT SUM	\$	<u>9,389,509.00</u>
2. Net change by Change Orders	\$	<u>9,389,500.00</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	<u>5,571,066.85</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	
5. RETAINAGE:		
a. 5 % of Complete Work (Column D + E on G703)	\$	<u>271,619.64</u>
b. 5 % of Stored Material (Column F on G703)	\$	<u>6,933.70</u>
Total Retainage (Lines 5a - 5b or Total in Column I of G703)	\$	<u>5,499,513.31</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>4,794,904.09</u>
8. CURRENT PAYMENT DUE	\$	<u>497,609.42</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>4,096,995.49</u>

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

CONTRACTOR: City Construction

By: [Signature] Date: 8/31/23

State of: Iowa
Subscribed and sworn to before me this 21st day of August, 2023
Notary Public: Alisha K Shultz



My Commission expires: July 10th 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 \$ 497,609.42

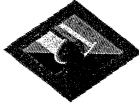
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Natalie Oppedal Date: 09/22/2023

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.

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



MIDWEST CONCRETE INC.

9835 Midwest Lane Peosta, IA 52068 Ph: (563) 845-0947 Fax: (563) 583-1007 Email: office@midwest-concrete.net

North Liberty Penn Meadows Park

Payment Application #3

Date: 9/25/2023

Table with columns: Qty, Unit, Price, Contract Amount, Previous Quantity, Previous Amount, Quantity this Estimate, Amt this Estimate, Quantity to Date, Total to Date. Rows include items like CLEARING AND GRUBBING, TOPSOIL, EXCAVATION, SUBGRADE PREPARATION, etc.

5% Retainage \$ 16,913.83 \$ 14,871.72 \$ 31,785.55

Previous Payments: 321,362.85 Total this Period: \$ 282,562.63 Total Less Retainage: \$ 603,925.47

Shive-Hattery, Josiah Bliskemper

Signature of Josiah Bliskemper, Engineer, Date: 10/03/23

Midwest Concrete Inc.

Nick Georgan, Project Manager, Date: 9/25/23



Water System Facility Plan



FOX Strand
414 South 17th Street, Suite 107
Ames, IA 50010
(P) 515.233.0000
www.strand.com

AGREEMENT FOR TECHNICAL SERVICES

CITY OF NORTH LIBERTY AND STRAND ASSOCIATES, INC.®

This Agreement is made and entered into on _____, between the City of North Liberty, Iowa, hereinafter referred to as OWNER, located at 3 Quail Creek Circle, North Liberty, Iowa, 52317, and Strand Associates, Inc.®, hereinafter referred to as ENGINEER. This Agreement shall be in accordance with the following elements.

Scope of Services

Services to be provided under this Agreement can be described as engineering, scientific, computer-aided design drafting, clerical, and administrative activities performed in accordance with the terms and conditions of this Agreement and subsequently issued Task Orders. Prior to ENGINEER's engagement by OWNER, a mutually agreeable Task Order document shall be developed and executed by both parties. The Task Order will include **Project Information**, a detailed **Scope of Services**, **Compensation**, and **Schedule**. The general form of the Task Order shall be in accordance with the enclosed Task Order No. 23-01.

Service Elements Not Included

The following services are not included under this Agreement. If such services are required, they will be provided as noted in each subsequently issued task order.

1. Additional and Extended Services: Any services during construction made necessary by:
 - a. Work damaged by fire or other cause during construction.
 - b. A significant amount of defective or neglected work of any contractor.
 - c. Prolongation of the time of the construction contract.
 - d. Default by contractor under the construction contract.
2. Additional OWNER-required Site Visits and/or Meetings: Additional OWNER-required site visits or meetings.
3. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review.
4. Bidding Alternatives and Bid Phasing: Any services involved in providing bidding alternatives or bidding phases.
5. Bidding- and Construction-Related Services: Any services involved in performing bidding- and construction-related services.
6. Drawings and Specifications: Final design services including drawings and specifications.
7. Flood Studies: Any services involved in performing flood and floodway studies.
8. Geotechnical Engineering: Geotechnical engineering information, if required, shall be provided through OWNER and OWNER's geotechnical consultant. ENGINEER will assist OWNER with defining initial scope of geotechnical information that is required to allow OWNER to procure geotechnical engineering services.
9. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to OWNER for securing land rights necessary for the Task Order-specified project.

City of North Liberty
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October 2, 2023

10. Preparation for and/or Appearance in Litigation on Behalf of OWNER: Any services related to litigation.
11. Review of Product Substitutions Proposed by Contractor: The terms of the construction Contract call for the construction contractor to reimburse OWNER for ENGINEER's cost for evaluating substitute products. ENGINEER's cost for such evaluations is not included.
12. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in the project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed.
13. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: Any services of this type if a contract is not awarded pursuant to the original bids.
14. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring.

Compensation

OWNER shall compensate ENGINEER for Services indicated in each subsequently issued Task Order for a lump sum or for an estimated fee on an hourly rate basis plus expenses.

Expenses incurred such as those for subconsultants, travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus ten percent.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The lump sum or estimated fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the lump sum or estimated fee that reflects any wage scale adjustments made.

The lump sum or estimated fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on ENGINEER's increase or decrease in costs caused by delays, extensions, amendments, or changes.

Schedule

Services will begin upon execution of this Agreement, which is anticipated the week of October 9, 2023. This Agreement will terminate five years following its execution. The schedule for individual tasks will be included on each subsequently issued Task Order.

Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

City of North Liberty
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October 2, 2023

OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Task Order-specified project including previous reports, previous drawings and specifications, and any other data relative to the scope of the Task Order-specified project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of the Task Order-specified project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing the Task Order-specified project Services under this Agreement.
3. Provide access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Task Order-specified project Services under this Agreement.
4. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
5. Provide all legal services as may be required for the development of the Task Order-specified project.
6. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations. OWNER's soils consultant shall provide all necessary geotechnical testing during construction. OWNER's soils consultant shall notify OWNER and ENGINEER of any geotechnical testing indicating any materials that are not in accordance with the Contract Documents (nonconforming materials) and if any nonconforming materials have been incorporated into the work.
7. Pay all permit and plan review fees payable to regulatory agencies.

Opinion of Probable Cost

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

Observation Services

In furnishing observation services, ENGINEER's efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

Payment Requests

ENGINEER's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to OWNER free and clear of any liens, claims, or other encumbrances. Any such service by ENGINEER will be provided through an amendment to this Agreement.

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.

City of North Liberty
Page 4
October 2, 2023

2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of Agency requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

Extension of Services

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

Payment

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Failure to make payments to ENGINEER is cause for termination upon two-week notice to OWNER.

Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in the Task Order-specified project to carry out the intent of this provision.

City of North Liberty
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October 2, 2023

Dispute Resolution

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Iowa.

Remedies

Neither ENGINEER nor OWNER shall be liable to the other for special, indirect, punitive, or consequential damages for claims, disputes, or other matters in question arising out of this or relating to this Agreement. This mutual waiver is applicable, without limitation, due to either party’s termination of this Agreement.

Terms and Conditions

The terms and conditions of this Agreement and subsequently issued Task Orders will apply to the Services defined in the **Scope of Services** and represent the entire Agreement and supersede any prior proposals, Requests for Qualifications, or Agreements. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

STRAND ASSOCIATES, INC.®

OWNER:

CITY OF NORTH LIBERTY

Joseph M. Bunker
Corporate Secretary

Date

Ryan Hejar
City Administrator

Date

NOT FOR SIGNATURE



FOX Strand
414 South 17th Street, Suite 107
Ames, IA 50010
(P) 515.233.0000
www.strand.com

Task Order No. 23-01
City of North Liberty (OWNER)
and Strand Associates, Inc.[®] (ENGINEER)
Pursuant to Agreement for Technical Services dated _____

Project Information

Services Name: 2023 Water System Facility Plan

Project Description: OWNER is planning for continued growth in the community. A facility plan titled “Water System Facility Plan, North Liberty, Iowa” was completed by ENGINEER in June 2013. The water system improvements identified in that plan were completed in 2018 and are intended to serve a population of around 28,900. With current population estimates of approximately 21,000, community leaders would like to update the facility plan to evaluate the appropriate timing, associated costs, and plan for implementing the next phase(s) of the water system expansion.

Services Description: Provide an updated city-wide water system facility plan.

Scope of Services

ENGINEER will provide the following services to OWNER:

1. Data and Information Collection:
 - a. Collect and review water production and plant operational data for the past five years. Historical data will be reviewed and analyzed to establish current and projected water demands.
 - b. Schedule and participate in a kickoff meeting with OWNER to review OWNER’s operational deficiencies, expansion plans, and projected population growth.
 - c. Develop current and future water demands with OWNER’s input and existing values and allowances allocated for anticipated growth.
2. Alternative Development and Evaluation:
 - a. Provide civil and environmental engineering services to conduct a study and update the existing report addressing capacity and modifications to the existing municipal water supply, treatment, storage, and distribution system for a 20-year planning period.
 - b. Attend a project workshop meeting with OWNER to discuss the study, alternatives to consider, and projected growth.
 - c. Develop conceptual planning-level schematics and layouts for report illustrations.
 - d. Develop alternatives for expanding water supply, treatment, storage, and distribution for anticipated growth. Alternatives will be limited as follows:
 - (1) Water Supply: Evaluate the need for additional raw water supply wells based on OWNER-approved current and projected water demands and plant operations. Additional water supply is anticipated to be from Silurian aquifer wells as identified in previous studies. In addition to new raw water supply wells, evaluate converting the existing aquifer storage and recovery (ASR) well to a raw water supply well. Provide a summary of additional raw water supply over the planning period.
 - (2) Water Treatment:
 - (a) Evaluate the need and anticipated schedule for expanding the existing treatment plant for current and projected water demands over the planning period. The evaluation will include options for continuing use of the ASR well and converting the ASR to a raw water supply well.
 - (b) Evaluate up to three alternatives for treating the raw water bypassed around the nanofiltration system for iron removal.

- (3) Storage: Evaluate finished water storage based on OWNER approved current and projected water demands. Provide a summary of additional water storage over the planning period.
 - (4) Distribution: Evaluate for major water main loop sizes and locations to serve potential growth areas. Update the water distribution system model using WaterCAD software.
 - (a) Using information from OWNER's geographic information system (GIS) database, update the water distribution system model to reflect water distribution system improvements made since the last model update in 2013. OWNER shall provide access to their GIS database with the most recent available information on the water distribution system and new water main construction.
 - (b) Recalibrate the model using updated hydrant flow testing data: Suggest potential additional hydrant flow testing data at various locations within the distribution system to update and recalibrate the model. This data shall include hydrant identification and location; measured hydrant flow; residual pressure at adjacent hydrant before, during, and after the hydrant test; static pressure at the flow hydrant prior to and following the test; water tower level during test; pump operating status and flow rate during test; total water use during 24-hour period when the testing was conducted; and approximate volume of water used in conducting test. OWNER shall conduct the necessary hydrant tests and collect the data for use in the model.
 - (c) Using current average and peak day water use records, assign revised water demands to nodes for current average use and assign multiplier factors to use in converting current average use data to current peak day and peak hour data.
 - (d) Scenario modeling—In consultation with OWNER:
 - i. Conduct computer modeling of existing system under average and peak use conditions and model pressure contours for the system area.
 - ii. Conduct computer modeling of existing system under average and peak use conditions and model fire flow availability for all hydrant locations.
 - iii. Develop a master plan for expanding the water distribution system. This will include estimated potential water demands in undeveloped areas and major water main loop sizes and locations to serve potential growth areas provided by OWNER.
 - e. Include in the evaluation probable opinions of capital and life-cycle costs, a description of operational deficiencies, and financing options. (The probable opinions of cost will be preliminary and approximate in nature intended for use in comparing the options. To the extent practical, probable opinions of cost will be prepared using published cost data, costs from equipment and chemical suppliers, and information from current project bidding.)
 - f. Evaluate alternatives based on monetary and non-monetary considerations, including factors such as reliability, feasibility, ease of operation, space constraints, implementation difficulties, and other considerations deemed appropriate during the study.
 - g. Develop a schedule for implementation of the various phases in accordance with OWNER's projected population growth.
3. Facility Plan
- a. Summarize the preliminary findings in a preliminary Facility Plan and submit to OWNER for review and comment. Meet with OWNER to present and review the findings of the report, address questions, and discuss changes that may be requested.
 - b. Furnish up to five copies and one electronic copy of the preliminary Facility Plan.

City of North Liberty
Task Order No. 23-01
Page 3
October 2, 2023

- c. Incorporate comments received during the review of the preliminary Facility Plan , as appropriate, into a final Facility Plan. Up to five hard copies and one electronic copy will be delivered to OWNER for distribution. Meet with OWNER to present and review the findings of the report and address questions. Submit the final OWNER-approved Facility Plan to the Iowa Department of Natural Resources for their review.
- d. Prepare and present a report to OWNER’s city council regarding the findings of the study and potential project(s) and project schedules.

Compensation

OWNER shall compensate ENGINEER for Services under this Task Order a lump sum of \$106,500.

Schedule

Services will begin upon execution of this Task Order, which is anticipated the week of October 9, 2023. Services are scheduled for completion on September 30, 2024.

TASK ORDER AUTHORIZATION AND ACCEPTANCE:

ENGINEER:

STRAND ASSOCIATES, INC.®

OWNER:

CITY OF NORTH LIBERTY

NOT FOR SIGNATURE

Joseph M. Bunker
Corporate Secretary

Date

Ryan Holzar
City Administrator

Date

Resolution No. 2023-111

**RESOLUTION APPROVING THE AGREEMENT FOR
TECHNICAL SERVICES AND TASK ORDER 23-01
BETWEEN THE CITY OF NORTH LIBERTY AND STRAND
ASSOCIATES, INC. FOR THE 2023 WATER SYSTEM
FACILITY PLAN**

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

WHEREAS, the City Council desires to assess the status of the current Water System Facilities in relation to the increasing population;

WHEREAS, Strand Associates, Inc. has presented a proposal for services and task order relating to the plan; and

NOW, THEREFORE, BE IT RESOLVED that the Agreement for Technical Services and Task Order 23-01 presented by Strand Associates, Inc. are approved for the 2023 Water System Facility Plan at a lump sum fee of \$106,500.00 is hereby approved as set forth therein.

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

APPROVED AND ADOPTED this 10th day of October, 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



Casey's Property Acquisition

Resolution No. 2023-112

**AUTHORIZING THE COMPLETION OF PURCHASE OF REAL
PROPERTY SITUATED AT 625 W. ZELLER STREET**

WHEREAS, the City of North Liberty, Iowa, during its meeting on September 26, 2013, determined it to be in the best interest of the City to acquire property situated at 625 W. Zeller Street (the "Property") and to participate in the auction for the sale of same; and

WHEREAS, the City has submitted the highest bid for the Property at public auction, being \$220,000 plus surcharges, closing costs and auction fees; and

WHEREAS, final action on such action shall be taken in an open session pursuant to Iowa Code § 21.5(3).

BE IT THEREFORE RESOLVED BY THE CITY OF NORTH LIBERTY, IOWA that the City's staff are authorized to proceed with the closing of the transaction to purchase the real property situated 625 W. Zeller Street, including the payment of the purchase price, surcharges, closing costs and auction fees.

APPROVED AND ADOPTED this 10th day of October, 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



Audio Visual Contract – Centennial Events Center

PRIME CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (this “**Agreement**” or “**Contract**”) is made as of this 27th day of September 2023, by and between City of North Liberty (“**Owner**”) having an address for purposes of this Contract at 3 Quail Creek Circle, North Liberty, IA 52317 and Tri-City Electric Company of Iowa (“**Contractor**”) having an address for purposes of this Agreement at 6225 North Brady Street, Davenport, IA 52806, in connection with the following Project (both entities above hereinafter the “**Parties**”):

PROJECT: Centennial Park Event Center A/V System

OWNER: City of North Liberty

Owner employs Contractor as an independent contractor, to perform the following (“**Work**” or “**Contractor’s Work**”):

All work to be performed as per our scope letter dated September 27, 2023 - See Exhibit A

Contractor agrees to perform such work, and is subject to the final agreement of completion of the specified work, with a representative of the Contractor, and owner, in accordance with, and reasonably inferable from the Contract Documents. Contractor will furnish all of the labor and materials, along with competent supervision, shop drawings and samples, tools, equipment, protection, hoisting, and scaffolding which are necessary for such performance.

Compensation: Owner agrees to pay Contractor \$137,793.73 for performance of the Work

CONTRACT DOCUMENTS.

The Parties acknowledge and agree that this Contract comprises the Standard Terms, and any EXHIBITS (and all attachments, if any, to the Exhibits) which are attached hereto, all of which the Parties have read, understood, and accepted.

This Agreement constitutes the entire agreement and understanding between the Parties relating to the subject matter hereof; is intended as the Parties’ final, complete, and exclusive statement of the terms hereof, superseding all prior or contemporaneous agreements, representations, promises, and understandings, whether written or oral; and may be amended or modified only by a subsequent writing signed by authorized representatives of both Parties. No additional terms shall be included in the Contract unless expressly approved in writing by an officer of Contractor.

The Parties, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above. Each Party represents and warrants to the other that it is legally free to enter into this Agreement.

City of North Liberty OWNER	Tri-City Electric Company of Iowa CONTRACTOR
By: _____ Its: Date:	By: Tom Osier Its: General Counsel Date:

Standard Terms

1. Prime Contract: Contractor agrees to comply with all provisions of the Contract Documents, including, but not limited to, Warranty, Subcontracting, Liability and Indemnity Obligations, Insurance, Bonds, and other general provisions. In the event of disagreement between this agreement and other contract documents, this agreement shall prevail.

2. Investigation by Contractor. Contractor has carefully examined and understands the Contract Documents, and has investigated the nature, locality and site of the work and the conditions and difficulties under which it is to be performed. Contractor enters into this agreement on the basis of its own examination, investigation and evaluation of all such matters, and not in reliance on the opinions or representations of Owner.

3. Concealed Conditions: By executing this Contract, Contractor represents that it has made a thorough examination of the job site and has located and allowed for reasonably anticipated conditions encountered in the performance of the Work. Notwithstanding the foregoing, Contractor has not conducted any in-depth investigation, and shall be entitled to compensate for hidden conditions which increase the cost of performance.

4. Default: In the event that Contractor fails to fully perform its duties under this Contract, or if Contractor becomes insolvent, or fails to supply sufficient forces to maintain the schedule, or is guilty of any other default under this Contract, then Owner may, after giving 48 hours written notice to Contractor, eject Contractor and take over Contractor's work and terminate its right to perform under the Contract. If Owner takes over Contractor's work, then Owner will charge Contractor for actual costs incurred as a result. If Owner's actual cost exceeds the unpaid balance of the Contract, then Contractor shall pay the difference to Owner.

5. Arbitration: Any controversy arising out of the performance or non-performance of the work required by this Contract or any subcontract, or the interpretation thereof, is subject to arbitration, and judgment may be entered on the award. All sub-subcontractors and material suppliers to Contractor shall be bound by a similar arbitration provision. Arbitration shall be in accordance with the arbitration provision contained in the Contract Documents when there is such an arbitration provision. Upon the demand of any party, any other party subject to this arbitration agreement shall join in and become a party to and be bound by such arbitration proceedings. If there is no other arbitration clause in the contract between Contractor and Owner, then arbitration shall be conducted by a mutually agreed Arbitrator under the American Arbitration Association, and the Construction Industry Rules. If the parties cannot agree upon an Arbitrator, the parties may initiate Arbitration with the American Arbitration Association. Should any party refuse or neglect to appear at, or participate in, arbitration proceedings after due notice, the arbitrator will decide the controversy in accordance with evidence introduced by the party or parties who do appear. The arbitrator will award reasonable attorney's fees to the prevailing party. Rescission of this contract shall not impair this arbitration agreement.

6. Attorney's Fees: If the Owner becomes involved in litigation or arbitration proceedings with Contractor, or any other party arising out of or related to this Contract or Contractor's performance of the Work under this Contract, then the prevailing party shall be entitled to recover reasonable attorney's fees.

7. Progress Payments: Payment will be made monthly to the Contractor as the work progresses, based on the percentage of the work

performed. Payment will be made within 30 days of Contractor's invoice date. The final payment (exclusive of the retention) will be due when the Contractor's Work has been completed and accepted by Owner. Any Retainage will be paid within 30 days of acceptance of the work by Owner.

8. Payment Not Approval. It is not to be inferred from the fact that Owner makes payments to Contractor under this agreement that Owner accepts, or has approved, any work performed by Contractor. Owner does not waive its right to insist on full compliance by Contractor with all the requirements of the Contract Documents except in a written document specifying the precise things accepted by Owner.

9. Payment. Payment to Contractor shall be made 30 days after date of Contractor's invoice. Any retention due Contractor shall be due 30 days after project completion.

10. Change Orders. The Contract price shall be deemed to be full compensation for all work and materials furnished by Contractor as described in the Contract Documents. No additional compensation shall be paid to Contractor unless a written change order has been signed by Owner. If Contractor contends that any work or materials furnished by Contractor should be paid for as extra work, the Contractor must give written notice to Owner to that effect within thirty days after the work or materials in question are first furnished. Otherwise, it will be conclusively presumed that the Owner and Contractor have agreed that such work or materials are within the original scope of the work and that no additional compensation will be paid for the extra work.

11. Building Permits. Unless otherwise stated in the Contract Documents, Contractor will provide and pay for all licenses and building permits that are necessary or convenient to Contractor's Work. Contractor shall not, however, be required to pay use fees, hookup charges, sewer or other utility reimbursement fees, or similar charges or exactions that are required as a means of financing public improvements or utilities unless stated elsewhere in the Contract Documents.

12. Cleanup. Contractor will clean the job site relating to its work, and Contractor's work areas will be maintained in an orderly and broom-clean condition. Contractor will locate its materials and equipment so as to avoid interference with other trades.

13. Compliance with Codes and Laws. In the performance of its Work, Contractor will comply with all building codes, safety regulations, and all other laws, ordinances, and statutes that apply to the work.

14. Reserved

15. Owner's Right to do Contractor's Work. If Contractor fails to supply sufficient forces, equipment or materials to advance the work according to Owner's schedule, then Owner may use its own forces, equipment, or materials to supply such portions of the work as are necessary to increase the rate of progress, and Owner shall deduct the expense, with reasonable overhead and profit, from the contract price.

16. Schedule. Time is of the essence of this agreement. Contractor shall provide Owner with all scheduling information requested by Owner for Contractor's work. Contractor shall comply with the Schedule described in the Contract Document. Contractor will prosecute the Work with diligence and efficiency in strict accordance with the schedule, and will not delay or interfere with other portions of the work. If the Contractor's work is delayed without the

fault of Contractor, then Owner shall extend the time for Contractor's Work and the schedule shall be revised accordingly.

17. Correction of the Work. Contractor will immediately after notification correct any of its defective work.

18. Force Majeure/Delay. If Contractor is obstructed or delayed in the performance of its work by acts of Owner, or any act or event beyond the control of the Contractor, the Contractor shall be entitled to a reasonable extension of time, and compensation provided that, as a condition precedent to such an extension or compensation being granted, Contractor has provided Owner with a written notice of the delay within thirty days after the commencement of the delay.

19. Destruction or Damage of the Work. Contractor will carry its own insurance to protect it against destruction of, or damage to, the Contractor's Work. Contractor will be responsible for its work until completion of the entire project and its acceptance by the Owner. Contractor shall not be required to provide Builder's Risk coverage for the project.

20. Indemnity. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Owner from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from Contractor's performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property (other than the work itself), but only to the extent caused by the negligent acts, errors or omissions of Contractor or anyone for whose acts Contractor may be liable. To the fullest extent permitted by law, Owner shall indemnify and hold harmless the Contractor from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property (other than the work itself), but only to the extent caused by the negligent acts, errors or omissions of Owner or anyone for whose acts Owner may be liable.

21. Inspection and Testing. Contractor will pay all fees incurred for inspection and testing of Contractor's work. Contractor will, at its own expense, make all portions of the work easily accessible to inspectors and testing agencies, and will, if necessary, remove any portions of the work that need to be removed in order to facilitate inspection and testing. If Contractor's Work was covered up prematurely by Contractor, such costs relating to uncovering its work shall be at the expense of Contractor.

22. Insurance. Before Owner makes any payment to Contractor under this contract, and before Contractor performs any Work on the Project, Contractor will deliver to Owner certificates of insurance. All of the above-mentioned Contractor insurance shall be occurrence-based coverages. The certificate will provide that the insurance may not be cancelled or modified without 30 days prior written notice by the insurance carrier to Owner.

23. Joint Checks. If Owner receives information, or has reason to believe, that Contractor has not paid for any work, equipment, or materials incorporated into the project, then Owner reserves the right, upon not less than five (5) days prior written notice to Contractor, to make payments to Contractor in the form of checks payable jointly to Contractor and its workers, suppliers, or sub-subcontractors. By endorsing any such joint check, each worker, supplier, or sub-subcontractor endorser acknowledges that it has been paid the full face amount of the check for Work performed on the project covered by this Contract.

24. Quality of the Work. All materials and equipment shall be as specified and all work shall be performed by Contractor in a workmanlike manner according to industry standards.

25. Safety. Contractor will familiarize itself with Owner's safety program, if any, and will promptly comply with all reasonable safety instructions issued by Owner. Contractor will strictly enforce safety requirements in its work force.

26. Warranty. Contractor warrants its Work and materials against defects in material or workmanship. All work and materials will be as called for in the Contract Documents. Contractor shall warrant its work for one year after its completion of the project, and, promptly upon notice from Owner, shall repair defective work.

27. Construction of Captions. Captions of the Contract and the Standard Terms and Conditions of this agreement are for convenience and reference only. The words in the captions in no way explain, modify, amplify, or interpret this Contract.

28. Mechanics Lien. Contractor may file a Mechanics Lien for non-payment by Owner. Owner will cooperate with Contractor in perfecting Contractor's Mechanics Lien.

29. Non Solicitation of Employees. Owner agrees not to directly recruit, solicit, hire or induce any employee of Contractor or any affiliate thereof, to terminate his or her employment with Contractor. This restriction does not apply to solicitation of any employee of Contractor or any affiliate thereof, who Contractor has terminated due to job elimination or reduction in work force. Owner agrees that it must obtain written consent of Contractor prior to hiring any such Contractor employee. The duties, objections and restrictions set forth in this paragraph shall expire upon the first anniversary of the conclusion date of the engagement contemplated in this letter.



Tri-City Electric Co.
Since 1895

CONFIDENCE DELIVERED.®

Date: 9/27/2023

RE: City of North Liberty – Centennial Park Event Center AV System

Tracey Mulcahey, Assistant City Administrator
tmlucahey@northlibertyiowa.org
319.626.5712

Proposed Project scope of work:

- Coordinate with Design team / Stake holders to create a final AV design based on Requirements outlined in RFP and System description in Proposal.
- Produce drawings and documentation for AV system.
- Coordinate with other trades as necessary for AV System installation. Job site must be Clean and relatively free of dust and debris before installation of sensitive electronic equipment
- Provide, install and program / commission all equipment to create a complete functional AV system as described.
- Provide end user Training on operation of system
- AV rack will be installed in IT room.
- Includes network switch in AV rack for dedicated AV functions. IT coordination will be required for connections to customer LAN.
- All work will be done in a neat and workmanlike manor to minimize the visibility of any cabling.
- All Programming and configurations to be handed over to customer at project conclusion.
- Includes (1) 'White glove' visit during 1st year to confirm correct system performance and operation.
- All Work to be warranted for 1 year from project acceptance (See Attached Service Agreement Example, Acceptance of Alternate 1 would include a Second year of Warranty and service in the final contract)
- Includes Payment and Performance Bond as called out in RFP
- Includes 5% Contingency as outlined in the RFP
- Excludes;
 - CATV / LAN Drops
 - Conduits, boxes, poke thrus, and sleeves.
 - BIM coordination.
 - After hours, weekend, or holiday labor rates.
 - Electrical Outlets and supplies
 - Demolition work



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Summary of Alternates:

- **Alternate 1** – Adds a Second year of warranty and service, and an additional ‘White Glove’ Visit for the second year of service.
- **Alternate 2** – Adds Speakers to outdoor ‘Stage’ Zone
- **Alternate 3** – Provide ADA Assisted Listening System

Pricing Summary

Base Bid:.....	\$116,825.50
Alternate 1 (Extended Warranty):.....	\$5,646.96
Alternate 2 (Exterior Speakers):.....	\$2,930.45
Alternate 3 (ALS System):.....	\$5,829.21
Subtotal:.....	\$131,232.12
5% Contingency.....	\$6,561.61

Grand Total bid:\$137,793.73

This quote **does not** include any applicable taxes.

Thank you for the opportunity to quote this project. I have acknowledged requirements as set forth in the aforementioned RFP. Please feel free to call with any questions concerning this quote.

Sincerely,

Matt Folsom, CTS-D
Estimator/Engineer
Audio/Visual Division
Phone: 563.320.7901
E-mail: mfolsom@tricityelectric.com



Tri-City Electric Co.
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Notes

Bid price is valid for 60 days (Per RFP). Bid is subject to the terms of a mutually acceptable contract. Bid is based on the daily market rate for goods and commodities reflected by the submitted date of this proposal. Tri-City Electric reserves the right to increase said bid accordingly to reflect the market rates on the day of receipt of the Purchase Order. Changes will be shown in documentation through commercial quotes, invoices, and/or receipts for such goods and commodities if applicable. Work is to be performed during a standard 8-hour workday between 7:00 AM and 3:30 PM, Monday through Friday unless otherwise indicated. Payments are due every 30 days as the work progresses. A 1.5% service charge will be applied to all outstanding account balances over 30 days past due.

Non-Solicitation of Employees

By acceptance of this proposal, customer agrees not to directly or indirectly recruit, solicit, hire or induce any employee of Tri City Electric Company or any affiliate thereof, to terminate his or her employment with Tri City Electric Company. This restriction does not apply to solicitation of any employee of Tri City Electric Company or any affiliate thereof, who Tri City Electric Company has terminated due to job elimination or reduction in work force. Contractor agrees that it must obtain written consent of Tri City Electric Company prior to hiring any such Tri City Electric Company employee. The duties, objections and restrictions set forth in this paragraph shall expire upon the first anniversary of the conclusion date of the engagement contemplated in this proposal.

Force Majeure

If the Subcontractor is delayed at any time in the commencement or progress of the Work by diseases, epidemics, pandemics, including but not limited to labor or material shortages, unusual delay in deliveries, restrictions on access or travel, unavoidable casualties or other causes beyond the Subcontractor's control, then the contract times shall be extended.

Resolution No. 2023-113

RESOLUTION APPROVING THE PRIME CONSTRUCTION CONTRACT BETWEEN THE CITY OF NORTH LIBERTY AND TRI-CITY ELECTRIC COMPANY FOR THE CENTENNIAL PARK EVENT CENTER AUDIO-VISUAL SYSTEM

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

WHEREAS, the City is designing the Events Facility in Centennial Park requiring an AV system;

WHEREAS, the City sought proposals from firms that provide AV Design and Implementation services;

WHEREAS, after reviewing proposals and presentations from two firms, Tri-City Electric Company was selected to provide the AV Services;

WHEREAS, Tri-City Electric Company has presented a proposal for services for the project; and

NOW, THEREFORE, BE IT RESOLVED that Prime Construction Contract presented by Tri-City Electric Company are approved for the Centennial Park Event Center Audio-Visual System at a lump sum fee of \$137,793.73 is hereby approved as set forth therein.

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

APPROVED AND ADOPTED this 10th day of October, 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



Liberty Commons Preliminary Plat



October 4, 2023

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

Re: Request of CMW Properties, LLC. to approve a Preliminary Subdivision Plat revision for a 7-lot subdivision on approximately 10.30 acres. The property is located at the southeast corner of North Liberty Road and South Dubuque Street.

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its October 4, 2023 meeting. The Planning Commission took the following action:

Findings:

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

Recommendation:

The Planning Commission accepted the listed findings and forwards the request of CMW Properties, LLC. to approve a Preliminary Subdivision Plat for a 7-lot subdivision on approximately 10.30 acres to the City Council with a recommendation for approval.

The vote for approval was 5-0.

Josey Bathke, Chairperson
City of North Liberty Planning Commission



To **City of North Liberty Planning Commission**
 From **Ryan Rusnak, AICP**
 Date **September 29, 2023**
 Re **Request of CMW Properties, LLC. to approve a Preliminary Subdivision Plat revision for a 7-lot subdivision on approximately 10.30 acres. The property is located at the southeast corner of North Liberty Road and South Dubuque Street.**

North Liberty City staff has reviewed the subject submission, and offer comments presented in this memo. The staff review team includes the following personnel:
 Ryan Heiar, City Administrator
 Tracey Mulcahey, Assistant City Administrator
 Grant Lientz, City Attorney
 Tom Palmer, City Building Official
 Kevin Trom, City Engineer
 Ryan Rusnak, Planning Director

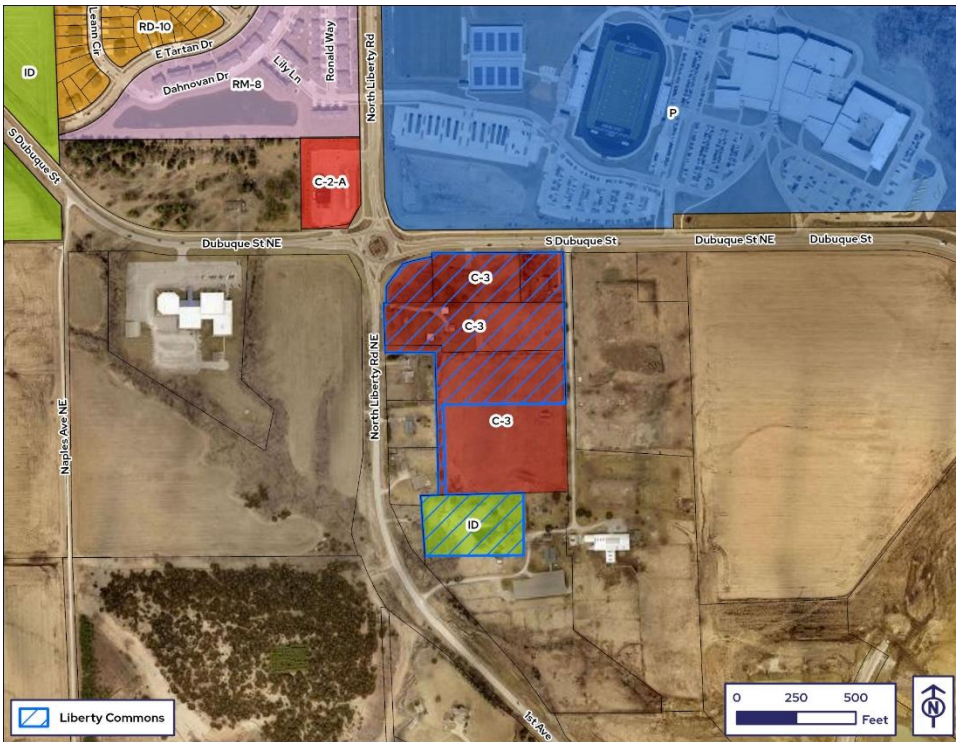
1. Request Summary:

The Preliminary Plat proposes seven lots and related infrastructure on approximately 10.30 acres.



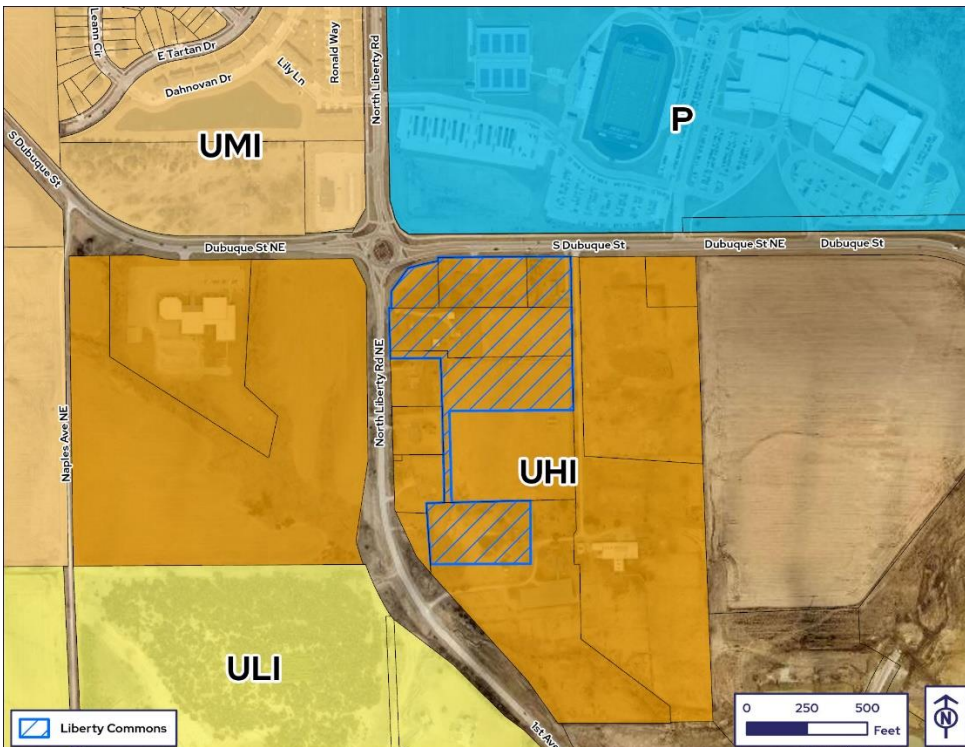
2. Current Zoning:

The property is currently zoned C-3 Higher-Intensity Commercial District and ID Interim Development District.



3. Comprehensive Plan Future Land Use Map Designation:

Land Use Plan designation: Urban High Intensity. The proposed preliminary plat would achieve consistency with the Future Land Use Map.



4. Public Input:

A virtual good neighbor meeting was held on July 18, 2023. City staff, one surrounding property owner and the applicant attended the meeting. There are no objections to the request.

5. Approval Standards:

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

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

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

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

This has been provided on the Preliminary Plat.

(2) Name of proposed subdivision and date;

This has been provided on the Preliminary Plat.

(3) Legal description and acreage;

This has been provided on the Preliminary Plat.

(4) Name and address of owner;

This has been provided on the Preliminary Plat.

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

This has been provided on the Preliminary Plat.

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

Staff is not requiring this information on the Preliminary Plat.

(7) North point and graphic scale;

This has been provided on the Preliminary Plat.

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

This has been provided on the Preliminary Plat.

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

This has been provided on the Preliminary Plat.

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

This has been provided on the Preliminary Plat.

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

This has been provided on the Preliminary Plat.

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

This has been provided on the Preliminary Plat.

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

This has been provided on the Preliminary Plat.

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

This has been provided on the Preliminary Plat.

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

This has been provided on the Preliminary Plat.

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

This has been provided on the Preliminary Plat.

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

This has been provided on the Preliminary Plat.

(18) *Stormwater management facilities when applicable;*

This has been provided on the Preliminary Plat.

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

This information has been provided.

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

None required.

6. Additional information:

None.

7. Staff Recommendation:

Findings:

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

Recommendation:

Staff recommends the Planning Commission accept the two listed findings and forward the request of CMW Properties, LLC. to approve a Preliminary Subdivision Plat for a 7-lot subdivision on approximately 10.30 acres.

Suggested motion:

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

PRELIMINARY PLAT

LIBERTY COMMONS

NORTH LIBERTY, IOWA

LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 79 NORTH, RANGE 6 WEST OF THE 5TH P.M., DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF FREE REIN SUBDIVISION AS RECORDED IN BOOK 40, PAGE 151 OF THE JOHNSON COUNTY RECORDER'S OFFICE, IN THE CITY OF IOWA CITY, JOHNSON COUNTY, IOWA, THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF S. DUBUQUE STREET S89°32'17"W, 590.73 FEET; THENCE ALONG SAID SOUTH LINE S01°39'18"E, 15.32 FEET; THENCE 126.89 FEET ALONG SAID SOUTH LINE ON A 862.50 FOOT RADIUS CURVE CONCAVE SOUTHERLY (CHORD BEARING S59°30'52"W, 126.89 FEET); THENCE ALONG SAID SOUTH LINE S55°55'49"W, 118.59 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH LIBERTY ROAD; THENCE ALONG SAID EAST LINE S00°26'09"E, 68.87 FEET; THENCE ALONG SAID EAST LINE S89°36'16"W, 10.77 FEET; THENCE ALONG SAID EAST LINE S01°54'10"E, 208.68 FEET; THENCE S89°32'26" 209.03 FEET; THENCE S01°42'07"E, 219.00 FEET; THENCE N89°32'37"E, 586.36 FEET; THENCE N01°23'06"W, 636.00 FEET TO THE POINT OF BEGINNING.
 THE DESCRIBED AREA CONTAINS 10.30 ACRES AND IS SUBJECT TO EASEMENTS AND OTHER RESTRICTIONS OF RECORD.

ZONING INFORMATION

MIN ZONING	MIN FRONTAGE	MIN WIDTH	MIN AREA	MIN F	MIN S	MIN R	REQUIRED SETBACKS
C-3 - INTENSIVE COMMERCIAL	35'	35'	20,000 SF	25'	10'	10'	

SIDE AND REAR BUILDING SETBACKS INCREASE TO 20' AND 25', RESPECTIVELY IF ABUTTING A RESIDENTIAL DISTRICT.

PLAT NOTES:

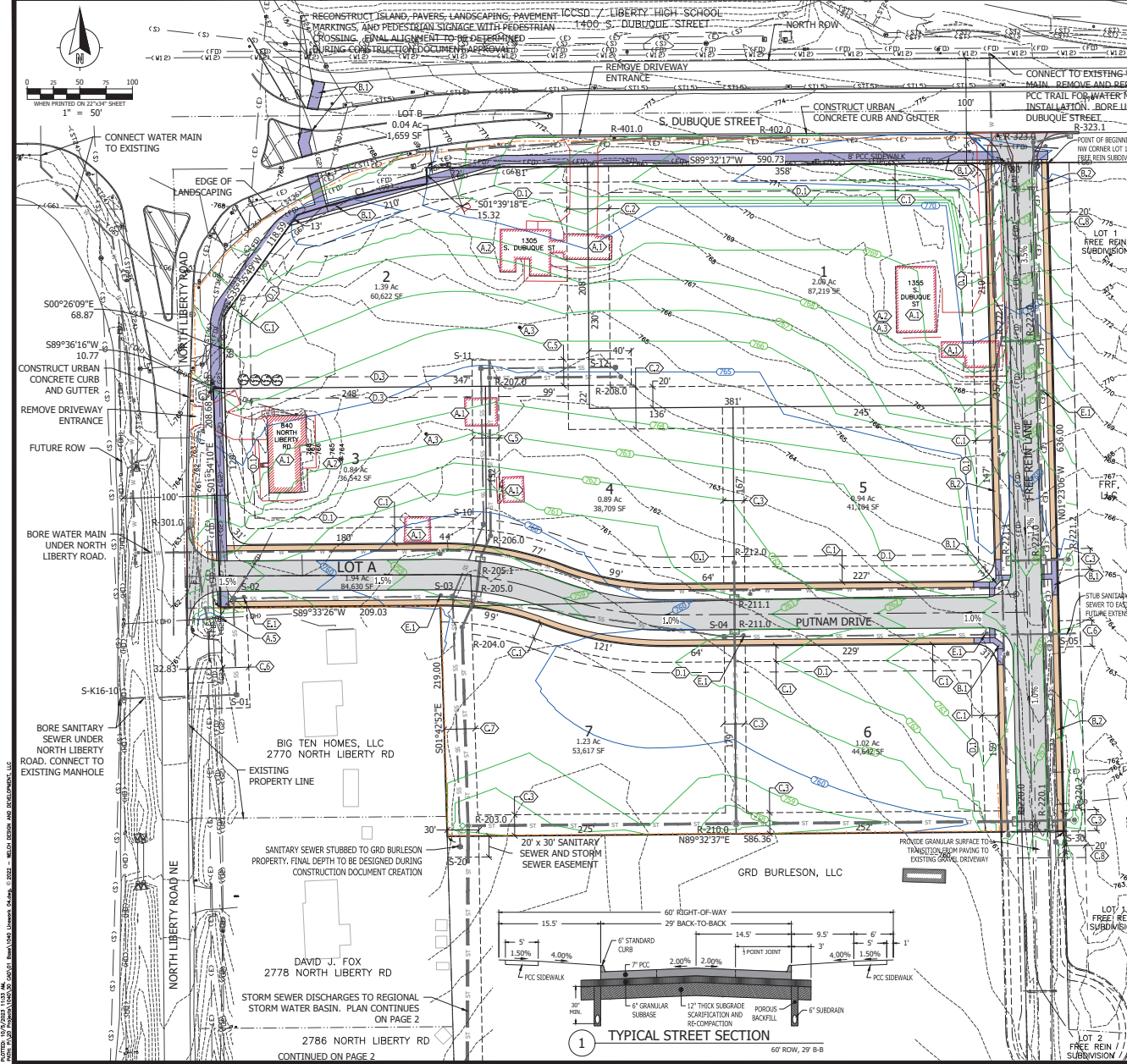
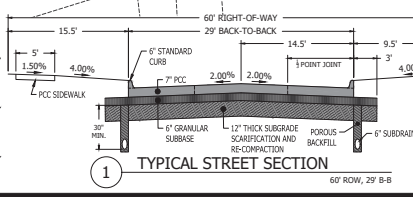
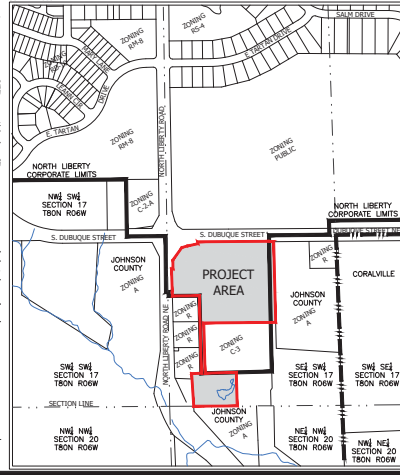
- ALL PROPOSED SANITARY SEWERS ARE 8" UNLESS NOTED OTHERWISE. ALL PROPOSED WATER MAINS ARE 12" UNLESS NOTED OTHERWISE.
 - NO LOT SHALL BE ALLOWED DIRECT ACCESS TO NORTH LIBERTY ROAD.
 - NO LOT SHALL BE ALLOWED DIRECT ACCESS TO S. DUBUQUE STREET OTHER THAN THE SHARED ACCESS SHOWN BETWEEN LOT 1 AND LOT 2.
 - EXISTING PAVEMENT MARKINGS ON S. DUBUQUE STREET TO BE REMOVED BY WATER BLASTING ONLY. NEW PAVEMENT MARKINGS TO BE DURABLE EPOXY AND GROOVED INTO THE PAVEMENT PRIOR TO PAINTING.
- LOT A IS TO BE DEDICATED AS RIGHT-OF-WAY TO THE CITY OF NORTH LIBERTY. 84,630 SF
 LOT B IS TO BE DEDICATED AS RIGHT-OF-WAY TO THE CITY OF NORTH LIBERTY. 1,659 SF

CITY APPROVAL

APPROVED BY THE CITY OF NORTH LIBERTY, IOWA

CITY CLERK _____ DATE _____

LOCATION MAP



APPLICANT INFORMATION

PROPERTY OWNERS
 CMW PROPERTIES, LLC
 221 E BURLINGTON ST
 IOWA CITY, IA 52240

DEVELOPER
 CMW PROPERTIES, LLC
 221 E BURLINGTON ST
 IOWA CITY, IA 52240

DEVELOPER'S ATTORNEY
 PUGH HAGAN PRAHM, PLC
 RYAN PRAHM
 425 E OAKDALE BLVD, SUITE 201
 CORALVILLE, IA 52241

CIVIL ENGINEER
 WELCH DESIGN AND DEVELOPMENT
 MICHAEL J. WELCH, PE
 PO BOX 679
 NORTH LIBERTY, IA 52317
 (319) 214-7501

KEY NOTES:

- (A.1) RAZE EXISTING STRUCTURE
- (A.2) REMOVE EXISTING SEPTIC SYSTEM
- (A.3) ABANDON EXISTING WELL
- (A.4) REMOVE EXISTING DRIVEWAY
- (A.5) PROTECT EXISTING UTILITY POLE
- (A.6) SIDEWALK TO BE INSTALLED WITH PUBLIC IMPROVEMENTS
- (A.7) SIDEWALK TO BE INSTALLED BY INDIVIDUAL LOT OWNER
- (C.1) 15' UTILITY EASEMENT
- (C.2) 40' ACCESS EASEMENT
- (C.3) 20' STORM AND DRAINAGE EASEMENT
- (C.4) 25' STORM AND DRAINAGE EASEMENT
- (C.5) 25' SANITARY AND STORM SEWER AND DRAINAGE EASEMENT
- (C.6) 25' SANITARY SEWER EASEMENT
- (C.7) 30' SANITARY AND STORM SEWER EASE.
- (C.8) TEMPORARY GRADING EASEMENT
- (D.1) 25' FRONT SETBACK
- (D.2) 10' SIDE SETBACK
- (D.3) 20' REAR SETBACK
- (E.1) PROPOSED LIGHT POLE



CLIENT: CMW PROPERTIES, LLC

PROJECT NAME: LIBERTY COMMONS NORTH LIBERTY, IOWA

REVISION LOG:

REV	DESCRIPTION	DATE
1	CITY SUBMITTAL #1	07-03-23
A	CITY SUBMITTAL #2	09-07-23
E1	CITY SUBMITTAL #3	09-27-23
C	CITY SUBMITTAL #4	10-05-23

SHEET NAME: PRELIMINARY PLAT

PROJECT NO: 1040 PROJECT MANAGER: WELCH
 REVISION: C DATE: 10-05-2023 SHEET NUMBER: 1 OF 2

PLATTED: 10/05/2023 11:53 AM
 DATE PLOTTED: 10/05/2023 11:53 AM
 PLOTTER: HP DesignJet T1300e
 PLOTTING METHOD: HP DesignJet T1300e
 PLOTTING DEVICE: HP DesignJet T1300e
 PLOTTING DRIVER: HP DesignJet T1300e
 PLOTTING LANGUAGE: HP DesignJet T1300e
 PLOTTING MODE: HP DesignJet T1300e
 PLOTTING SCALE: HP DesignJet T1300e
 PLOTTING SHEET: HP DesignJet T1300e
 PLOTTING SIZE: HP DesignJet T1300e
 PLOTTING STATUS: HP DesignJet T1300e
 PLOTTING SUCCESS: HP DesignJet T1300e



PLATTED: 10/05/2023 11:08 AM
 DATE: 10/05/2023 11:08 AM
 DRAWN BY: [unreadable]
 CHECKED BY: [unreadable]
 PROJECT: 1040 - WELCH DESIGN AND DEVELOPMENT, LLC

ENGINEER:

welch
design + development

CLIENT: CMW PROPERTIES, LLC

PROJECT NAME: LIBERTY COMMONS NORTH LIBERTY, IOWA

REVISION LOG:

REV	DESCRIPTION	DATE
—	CITY SUBMITTAL #1	07-03-23
A	CITY SUBMITTAL #2	09-07-23
B	CITY SUBMITTAL #3	09-27-23
C	CITY SUBMITTAL #4	10-05-23

SHEET NAME: PRELIMINARY PLAT OFFSITE IMPROVEMENTS

PROJECT NO.	PROJECT MANAGER	SHEET NUMBER
1040	WELCH	2 OF 2

REVISION: C
DATE: 10-05-2023

Resolution No. 2023-114

**RESOLUTION APPROVING THE PRELIMINARY SUBDIVISION
PLAT FOR LIBERTY COMMONS, NORTH LIBERTY, IOWA**

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

WHEREAS, the owner and applicant, CMW Properties, LLC has filed with the City Clerk a preliminary subdivision plat described in Exhibit A which is attached hereto;

WHEREAS, the property is legally described as:

A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 79 NORTH, RANGE 6 WEST OF THE 5TH P.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF FREE REIN SUBDIVISION AS RECORDED IN BOOK 40, PAGE 151 OF THE JOHNSON COUNTY RECORDER'S OFFICE, IN THE CITY OF IOWA CITY; JOHNSON COUNTY, IOWA; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF S. DUBUQUE STREET S89°32'17"W, 590.73 FEET; THENCE ALONG SAID SOUTH LINE S01°39'18"E, 15.32 FEET; THENCE 126.89 FEET ALONG SAID SOUTH LINE ON A 862.50 FOOT RADIUS CURVE CONCAVE SOUTHERLY (CHORD BEARING S76°30'52"W, 126.87 FEET); THENCE ALONG SAID SOUTH LINE S35°55'49"W, 118.59 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH LIBERTY ROAD; THENCE ALONG SAID EAST LINE S00°26'09"E, 68.87 FEET; THENCE ALONG SAID EAST LINE S89°36'16"W, 10.77 FEET; THENCE ALONG SAID EAST LINE S01°54'10"E, 208.68 FEET; THENCE S89°33'26", 209.03 FEET; THENCE S01°42'52"E, 219.00 FEET; THENCE N89°32'37"E, 586.36 FEET; THENCE N01°23'06"W, 636.00 FEET TO THE POINT OF BEGINNING.

THE DESCRIBED AREA CONTAINS 10.30 ACRES AND IS SUBJECT TO EASEMENTS AND OTHER RESTRICTIONS OF RECORD.

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

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

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

and did recommend that the preliminary plat described as Liberty Commons be approved with no conditions; and

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

NOW, THEREFORE, BE IT RESOLVED that the Preliminary Subdivision Plat for Liberty Commons is approved.

APPROVED AND ADOPTED this 10th day of October, 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



Aldi Site Plan Agreement

Prepared by and Return to: Grant D. Lientz, City of North Liberty, 3 Quail Creek Circle,
North Liberty, IA 52317 (319) 626-5767

**SITE PLAN AGREEMENT
ALDI STORE # 57**

THIS AGREEMENT made by and between the City of North Liberty, Iowa, a municipal corporation, hereinafter referred to as "City," and Aldi Inc., hereinafter referred to as the "Developer".

SECTION 1. REQUEST FOR CONSTRUCTION SITE PLAN APPROVAL.

The Developer has submitted an approved preliminary site plan, and seeks construction site plan approval for the real estate situated in North Liberty, Johnson County, Iowa, and legally described as follows:

Part of the Southeast Quarter of the Northwest Quarter of Section 12, Township 80 North, Range 7 West of the 5th Principal Meridian, Johnson County, Iowa and is more particularly described as follows: Commencing at the southeast corner of said Northwest Quarter, thence west 50.52 feet, thence north 33 feet to the point of beginning; thence west 468 feet; thence north 930 feet; thence east to the west right-of-way line of North Highway 965; thence south to the point of beginning. Excepting therefrom Inter-City Industrial Park – Part Four to North Liberty Iowa, according to the Plat thereof recorded in Book 41, Page 39. The property contains 4.43 acres, more or less.

SECTION 2. CONDITIONS OF CONSTRUCTION SITE PLAN APPROVAL AND RIGHT TO PROCEED.

The City agrees that it will approve the construction site plans upon the condition that the Developer enter into and abide by this Agreement, and the Developer acknowledges that the City's approval of the construction site plans is conditioned on the Developer's execution of and compliance with this Agreement. The City acknowledges that the site plan and construction plan approval is in conjunction with Developer's purchase and development of the Property, and is integral to the same.

SECTION 3. PROPERTY IMPROVEMENTS.

The Property shall be developed according to the site plans and construction plans as approved by the City and according to the plans and specifications as approved by the City for the Property. All improvements and facilities shall be constructed and installed by the Developer according to the plans, specifications, ordinances and standards of the City, with inspections by the City Building Official and the City Engineer, or their designees. Said inspections shall consist of inspection of the work in progress, but shall not relieve or release the Developer from its responsibility to construct said improvements and facilities pursuant to the agreed upon plans and specifications.

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

SECTION 4. SITE PLAN CONDITIONS AND REQUIREMENTS.

The Developer acknowledges that the requirements of the City's ordinances and design standards must be met for each and every part of the area included in the site plans and construction plans, including but not limited to any public improvements, utilities, erosion control and grading, phased development, occupancy and building permits, engineering administration, construction observation, utility assessments, and other private costs.

SECTION 5. SPECIAL SITE PLAN CONDITIONS AND REQUIREMENTS.

In addition to the standard conditions and requirements set forth in Section 4, the City and the Developer agree to the following conditions and requirements prior to the issuance of a certificate of occupancy:

1. Utility extension and easement. The public sewer and water mains for the Property shall be extended as shown on the construction plans, including stubs allowing the future connection of such services to the adjacent property, as set forth on Exhibit A. Developer further agrees to grant such easements to the City and to the adjacent property owner, running with the land, as may be necessary to install, extend, and maintain such services from the stubs to accommodate future development without additional cost. The City acknowledges and agrees that such easements shall be pursuant to a separate agreement between the Developer and the adjacent property owner, with such completed sewer and water mains dedicated to the City pursuant to a separate agreement between the City and Developer, with such agreement providing that (a) Developer shall have the right to install pavement and other improvements (such as curbing, signage, landscaping, and other improvements which do not materially

interfere with the City's rights with respect to the maintenance of such sewer and water lines) within the easement areas for such improvements without the consent of the City; and (b) any improvements which will materially affect the rights granted to the City in such separate easement agreement will be subject to the City's consent, which shall not be unreasonably withheld, conditioned, denied or delayed. This consent may be obtained through the typical plan approval process, or by written request from Developer to the City, in which case the City shall have 30 days to provide such consent, or if the City does not consent, the reasons for withholding consent. If the City does not respond in such 30 day period, then the consent shall be deemed given.

2. ALDI Drive Street, Traffic Signal, Sidewalk, and Crosswalk improvements. Developer shall install street, traffic signal, sidewalk and pedestrian crossing improvements for ALDI Drive as set forth in the construction plans, which are comprised of the following:

- a. ALDI Store #57 Site Plans
- b. Ranshaw Way (Hwy 965) and Pacha Pkwy / ALDI Drive Intersection Improvement Plans

Said improvements including brick pavers running north-south across ALDI Drive and curb ramps, landings, and detectable warnings in the length, size, geometry and locations as set forth in Exhibit B.

3. Ranshaw Way Crosswalk Cost Sharing. Developer agrees to install crosswalk improvements over and across Ranshaw Way as set forth in Exhibit B. The City will bear the costs of certain of those crosswalk improvements as set forth in said Exhibit B. All other costs shall be Developer's responsibility. The parties agree to bear the costs for demolition and restoration, conduit, wiring, signage, pedestrian pedestals, pedestrian signal heads and traffic control within those areas designated respectively as that party's responsibility on Exhibit B. City agrees to reimburse Developer 100% of the actual, reasonable, documented costs for said crosswalk improvements within 90 days of completion of said improvements.

4. ALDI Drive Easements. Developer shall provide a public access and snow removal easement to the City over and across ALDI Drive as set forth in Exhibit C. The City agrees to take such steps as are reasonably necessary to direct snow cleared from the easement area towards the southern end of the property.

SECTION 6. DEVELOPER'S DEFAULT.

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

SECTION 7. PERFORMANCE.

The City and the Developer acknowledge that the City's approval of the construction site plan shall be effective, subject to the following:

1. If the Developer makes any substantial changes to the site plan, the City will determine the process for review and approval of the amended site plan.

2. This site plan is solely for the purpose of a building for ALDI Inc., which is currently scheduled to be occupied in the summer of 2025; provided, however, that failure to open to business to the public by the summer of 2025 shall not constitute a default on behalf Developer.

SECTION 8. SUCCESSORS AND ASSIGNS.

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

SECTION 9. NOTICES.

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

ALDI Inc.
1 ALDI Drive
Dwight, IL 60420
Attn: Paul Cornejo, Director of Real Estate

With a copy to:

Kayne Law Group
612 Park St., Suite 100
Columbus, OH 43215
Attn: Eric Stoller

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
Signature and Acknowledgment Pages to Follow

DATED this ___ day of _____, 2023.

CITY OF NORTH LIBERTY, IOWA

By: _____

Chris Hoffman, Mayor

ATTEST: _____

Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this ___ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Chris Hoffman and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation; and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the ___ day of _____, 2023; and that Chris Hoffman and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

Developer:

Aldi Inc,
an Illinois corporation

By: _____
Steve Bowman, Group Director of Real Estate

STATE OF ILLINOIS, LIVINGSTON COUNTY: ss

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Steve Bowman, Group Director of Real Estate of ALDI Inc., an Illinois corporation, on
behalf of said corporation.

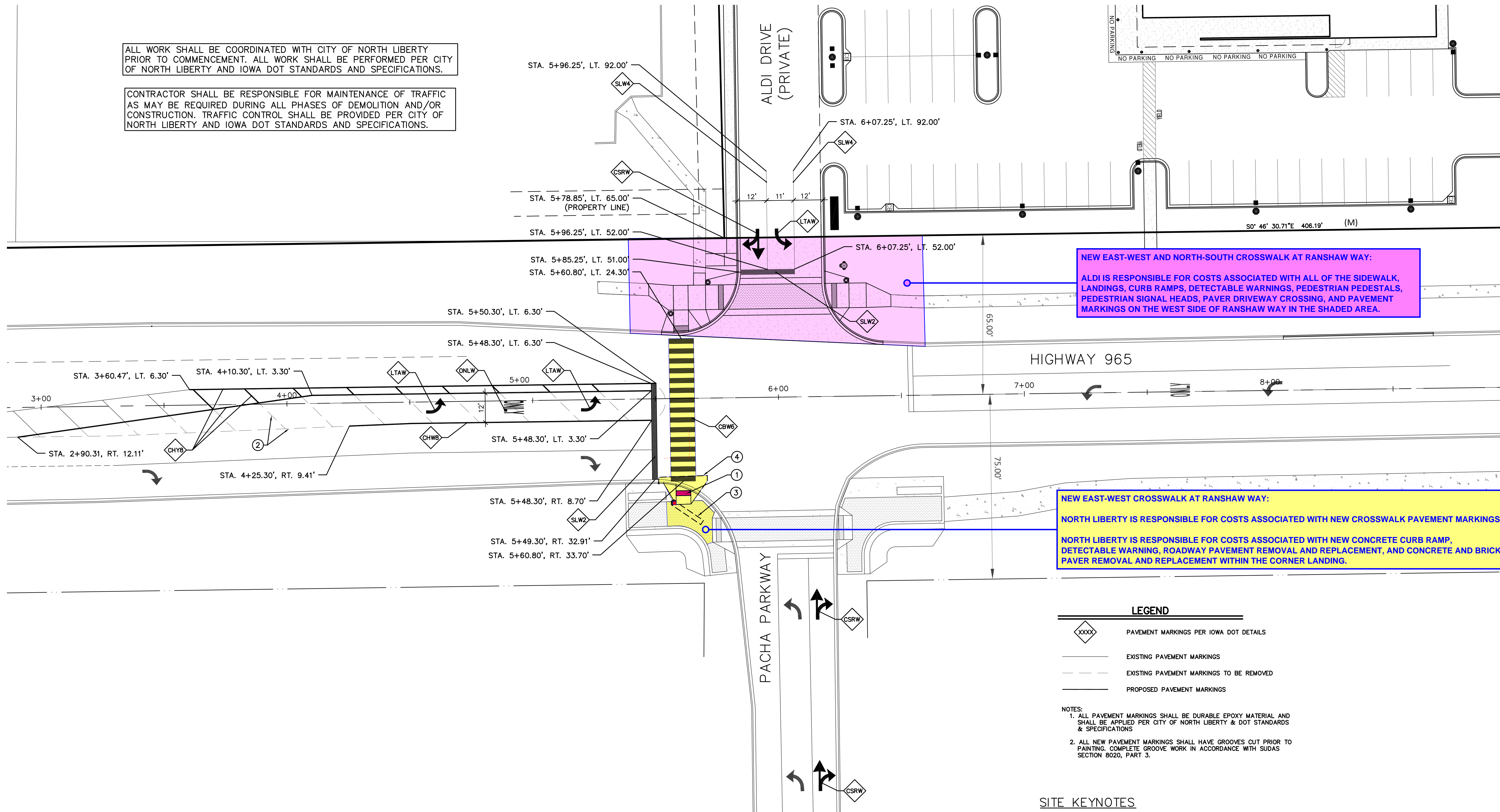
Notary Public in and for said State

EXHIBIT "B"

IngenAE
 301 N. Main Street, Suite B
 South Bend, IN 46601
 www.ingenae.com

ALL WORK SHALL BE COORDINATED WITH CITY OF NORTH LIBERTY PRIOR TO COMMENCEMENT. ALL WORK SHALL BE PERFORMED PER CITY OF NORTH LIBERTY AND IOWA DOT STANDARDS AND SPECIFICATIONS.

CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF TRAFFIC AS MAY BE REQUIRED DURING ALL PHASES OF DEMOLITION AND/OR CONSTRUCTION. TRAFFIC CONTROL SHALL BE PROVIDED PER CITY OF NORTH LIBERTY AND IOWA DOT STANDARDS AND SPECIFICATIONS.



NEW EAST-WEST AND NORTH-SOUTH CROSSWALK AT RANSHAW WAY:
 ALDI IS RESPONSIBLE FOR COSTS ASSOCIATED WITH ALL OF THE SIDEWALK, LANDINGS, CURB RAMPS, DETECTABLE WARNINGS, PEDESTRIAN PEDESTALS, PEDESTRIAN SIGNAL HEADS, PAVER DRIVEWAY CROSSING, AND PAVEMENT MARKINGS ON THE WEST SIDE OF RANSHAW WAY IN THE SHADED AREA.

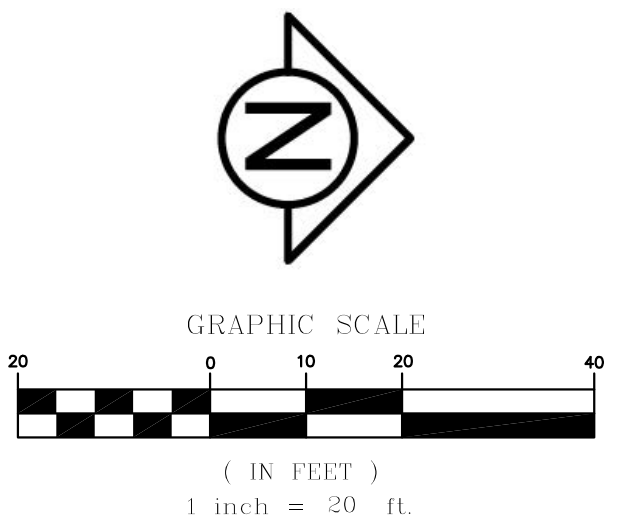
NEW EAST-WEST CROSSWALK AT RANSHAW WAY:
 NORTH LIBERTY IS RESPONSIBLE FOR COSTS ASSOCIATED WITH NEW CROSSWALK PAVEMENT MARKINGS.
 NORTH LIBERTY IS RESPONSIBLE FOR COSTS ASSOCIATED WITH NEW CONCRETE CURB RAMP, DETECTABLE WARNING, ROADWAY PAVEMENT REMOVAL AND REPLACEMENT, AND CONCRETE AND BRICK PAVER REMOVAL AND REPLACEMENT WITHIN THE CORNER LANDING.

LEGEND

	PAVEMENT MARKINGS PER IOWA DOT DETAILS
	EXISTING PAVEMENT MARKINGS
	EXISTING PAVEMENT MARKINGS TO BE REMOVED
	PROPOSED PAVEMENT MARKINGS

- NOTES:**
- ALL PAVEMENT MARKINGS SHALL BE DURABLE EPOXY MATERIAL AND SHALL BE APPLIED PER CITY OF NORTH LIBERTY & DOT STANDARDS & SPECIFICATIONS
 - ALL NEW PAVEMENT MARKINGS SHALL HAVE GROOVES CUT PRIOR TO PAINTING. COMPLETE GROOVE WORK IN ACCORDANCE WITH SUDAS SECTION 8020, PART 3.

- SITE KEYNOTES**
- PROPOSED CURB RAMP WITH DETECTABLE WARNING SURFACE; RAMP SHALL MEET ALL ADA REQUIREMENTS; REMOVE EXISTING PAVER SECTION & LANDSCAPE AREA AS REQUIRED; REFER TO DETAIL THIS SHEET
 - EXISTING PAVEMENT MARKINGS TO BE REMOVED (TYP.); REMOVAL METHOD SHALL BE WATER BLASTING ONLY (GRINDING IS NOT ALLOWED)
 - REMOVE AND REPLACE EXISTING PAVER SECTION IN KIND (AS REQUIRED) FOR PROPOSED CONDUIT INSTALLATION
 - REMOVE AND REPLACE EXISTING ADJACENT CONCRETE PAVEMENT (TO JOINT) FOR NEW CURB RAMP CONSTRUCTION



Ryan Vliek

Submissions / Revisions:	Date:
1 ISSUED FOR MUNICIPAL REVIEW	07/25/23
2 ADDENDUM 2	07/27/23
3 ISSUED FOR MUNICIPAL REVIEW	09/11/23
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	



ALDI Inc.
 1 ALDI Drive
 Dwight, IL 60420
 (815) 941-6020
 (815) 941-6021 fax

Project Name & Location:
 RANSHAW WAY (HWY 965) &
 PACHA PKWY / ALDI DR
 INTERSECTION
 IMPROVEMENT PLANS
 NORTH LIBERTY, IA 52317

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 ingenae LLC
 www.ingenae.com

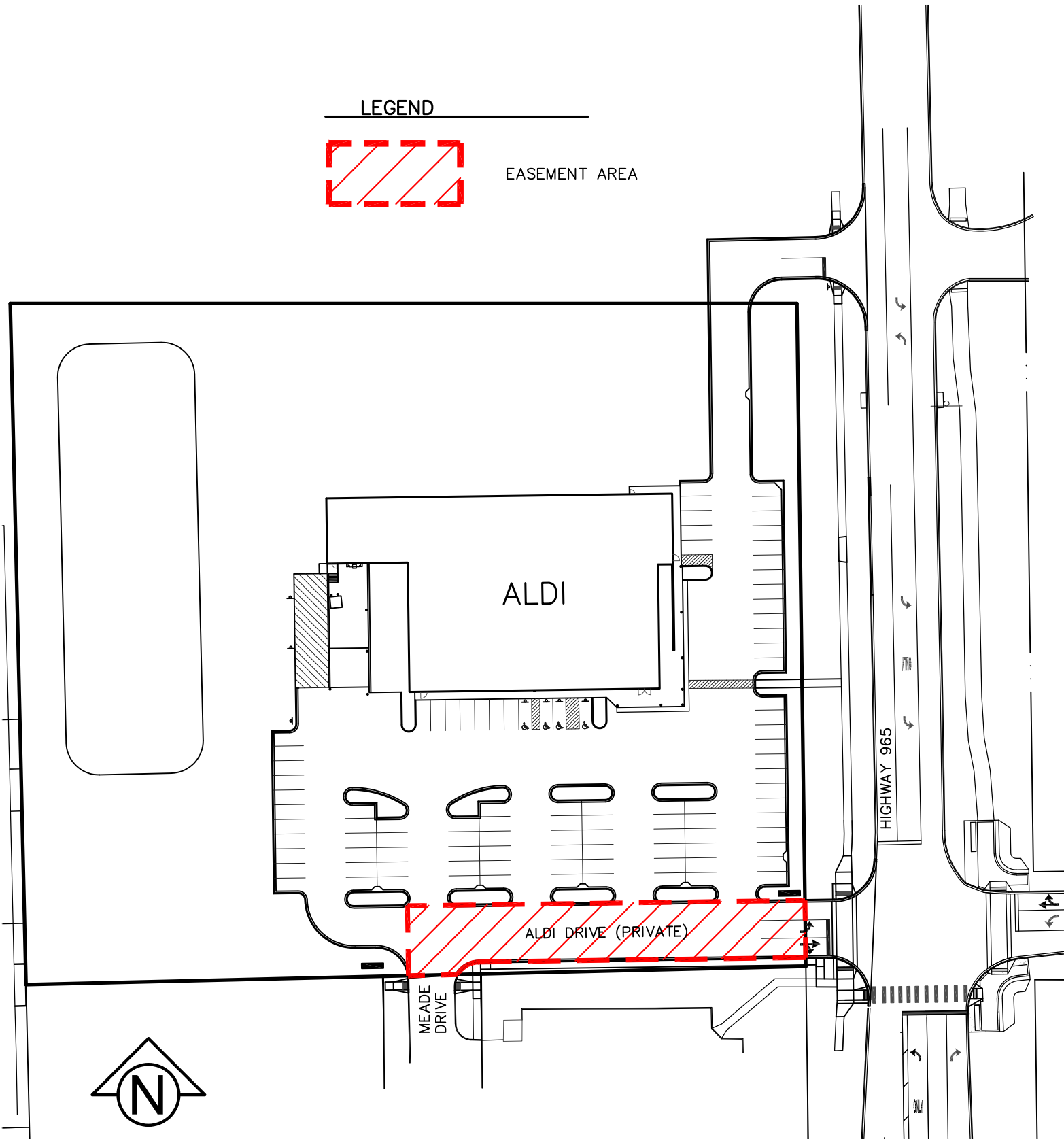
DO NOT SCALE PLANS
 Copying, Printing, Software and other processes required to produce these prints can stretch or shrink the actual paper or layout. Therefore, scaling of this drawing may be inaccurate. Contact IngenAE with any need for additional dimensions or clarifications.

Drawing Name: INTERSECTION STRIPING PLAN	
Date: 09/11/2023	Project No. ADC007-D22
Type: SITE	Drawing No.
Drawn By: DPW	SS.2
Approved By: RAV	
Scale: AS NOTED	

LEGEND



EASEMENT AREA



Resolution No. 2023-115

RESOLUTION APPROVING THE SITE PLAN AGREEMENT BETWEEN THE CITY OF NORTH LIBERTY AND ALDI, INC. THAT ESTABLISHES THE TERMS AND CONDITIONS UNDER WHICH ALDI STORE #57 WILL BE DEVELOPED IN THE CITY OF NORTH LIBERTY, IOWA

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

WHEREAS, the terms and conditions for the development of Aldi Store #57 Site Plan have been set forth in an Agreement between the City of North Liberty and Aldi, Inc.; and

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

NOW, THEREFORE, BE IT RESOLVED that that the Site Plan Agreement between the City of North Liberty and Aldi, Inc. is approved for the Aldi Store #57, North Liberty, Iowa.

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

CITY OF NORTH LIBERTY:

CHRIS HOFFMAN, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

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

**STORM WATER MANAGEMENT FACILITY
MAINTENANCE AGREEMENT AND EASEMENT
ALDI STORE #57**

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

SECTION 1. REQUEST FOR STORMWATER MANAGEMENT FACILITY MAINTENANCE AGREEMENT.

A. The Owner has requested that the City approve this Storm Water Management Facility Maintenance Agreement and Easement with respect to the real estate situated in North Liberty, Johnson County, Iowa, and described in the attached Exhibit A, upon which storm water management facilities will be constructed, said area being designated as “Storm Water Detention Area” and “Storm Water Quality Structure” on the attached Exhibit B. (the “Facilities”):

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

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

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

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

SECTION 2. CONDITIONS OF APPROVAL OF AGREEMENT.

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

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

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

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

Stormwater Detention Pond (Dry)

Activity	Schedule
Mow grass when needed throughout the growing season.	Spring, Summer, Fall, As Necessary
Re-seed grass as necessary or when erosion is evident.	Spring, Summer, Fall, As Necessary
Replenish riprap when needed or when erosion is evident.	Spring, Summer, Fall, As Necessary
Remove trash and debris from detention area.	Spring, Summer, Fall, As Necessary
Inspect inflow points for clogging. Remove any sediment or debris.	Semi-annually

Stormwater Water Quality Structure

Activity	Schedule
Inspect inflow points for clogging. Remove any sediment or debris.	Quarterly
Inspect sediment collected at bottom of structure. Remove sediment via vacuum truck if buildup is observed.	Quarterly
Remove sediment from structure via vacuum truck.	Annually

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

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

SECTION 4. MAINTENANCE AND REPAIR; EASEMENT.

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

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

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

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

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

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

SECTION 5. INSPECTION OF FACILITIES.

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

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

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

SECTION 7. FAILURE TO MAINTAIN STORM WATER MANAGEMENT FACILITIES.

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

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

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

SECTION 8. ENFORCEMENT AND APPEALS.

A. Building and occupancy permits shall not be issued until the Facilities have been constructed by the Owner and inspected and approved by the City. Any violator may be required to restore land to its undisturbed condition. In the event that restoration is not undertaken within a reasonable time after notice, City may take necessary corrective action, the cost of which shall become a lien upon the property until paid.

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

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

SECTION 9. OWNER'S OBLIGATION AND CITY ACTIONS.

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

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

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

SECTION 10. FEES.

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

SECTION 11. NOTICES.

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

ALDI Inc.
1 ALDI Drive
Dwight, IL 60420
Attn: Paul Cornejo, Director of Real Estate

With a copy to:

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

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

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

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

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

SECTION 12. SUCCESSORS AND ASSIGNS.

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

[remainder of page intentionally left blank]

DATED this ____ day of _____, 2023.

CITY OF NORTH LIBERTY, IOWA

ALDI, INC.

By: _____
Chris Hoffman, Mayor

By: _____
Steve Bowman, Group Director of Real Estate

ATTEST: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this ____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Chris Hoffman and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation; and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the ____ day of _____, 2023; and that Chris Hoffman and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

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

STATE OF ILLINOIS, LIVINGSTON COUNTY: ss

This instrument was acknowledged before me on this ____ day of _____, 2023, by Steve Bowman, Group Director of Real Estate of ALDI Inc., an Illinois corporation, on behalf of said corporation.

Notary Public in and for said State

EXHIBIT "A"
Legal Description

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:

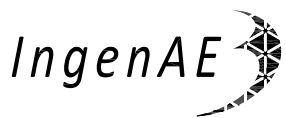
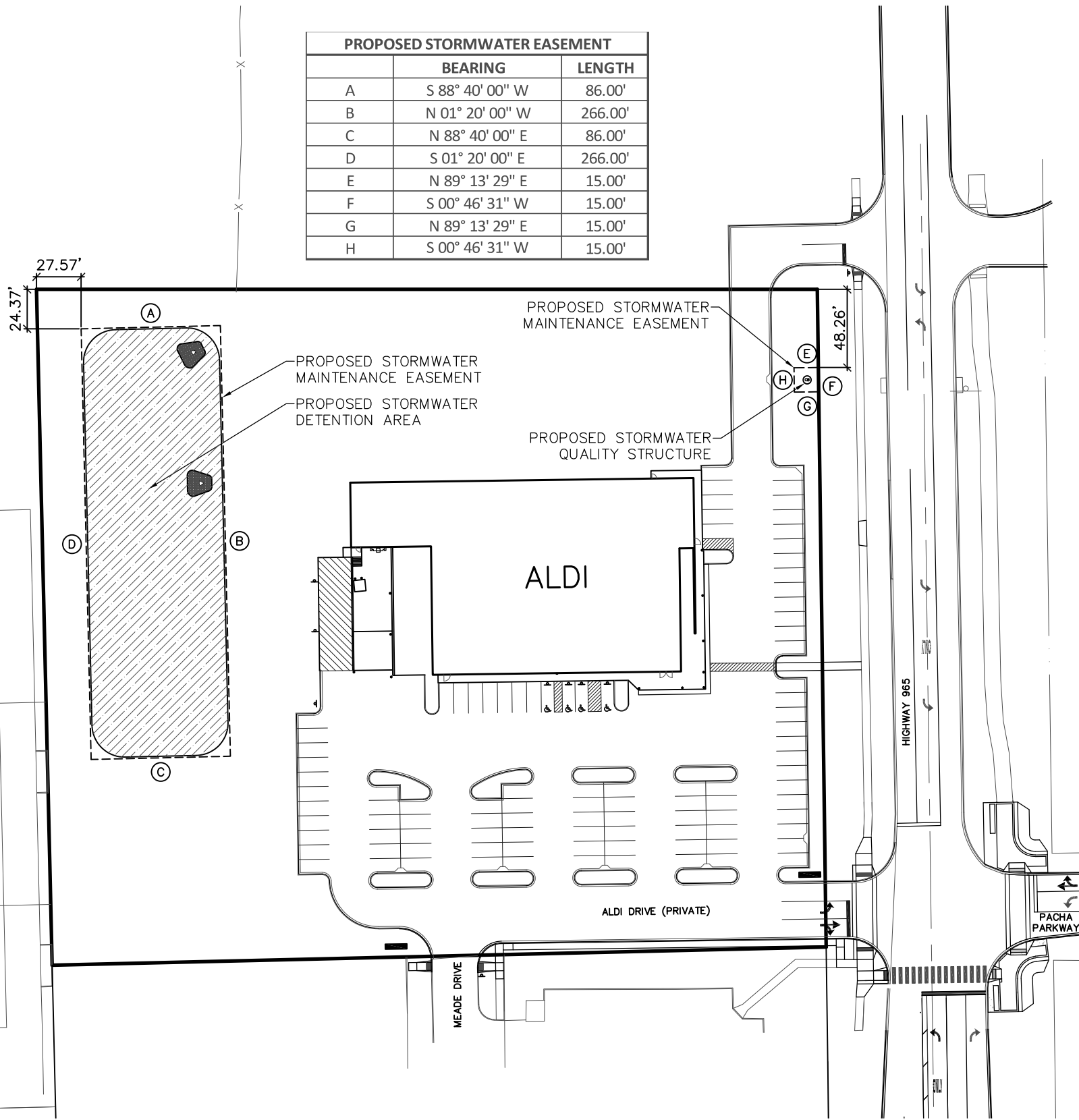
Commencing at the Southeast Corner of the Northwest Quarter of Section 12, Township 80 North, Range 7 West of the Fifth Principal Meridian; thence South 90 degrees 00 minutes 00 seconds West, along the South line of said Northwest Quarter, 518.52 feet; thence North 01 degrees 20 minutes 00 seconds West, 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

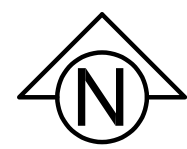
**There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

STORM WATER FACILITIES MAINTENANCE
 AGREEMENT AND EASEMENT - EXHIBIT B

PROPOSED STORMWATER EASEMENT		
	BEARING	LENGTH
A	S 88° 40' 00" W	86.00'
B	N 01° 20' 00" W	266.00'
C	N 88° 40' 00" E	86.00'
D	S 01° 20' 00" E	266.00'
E	N 89° 13' 29" E	15.00'
F	S 00° 46' 31" W	15.00'
G	N 89° 13' 29" E	15.00'
H	S 00° 46' 31" W	15.00'



**STORMWATER
 MAINTENANCE**



**ALDI INC.
 NORTH LIBERTY, IA**

Resolution No. 2023-116

**RESOLUTION APPROVING THE STORM WATER
MANAGEMENT FACILITIES MAINTENANCE
AGREEMENT AND EASEMENT BETWEEN THE CITY OF
NORTH LIBERTY AND ALDI, INC. THAT ESTABLISHES
THE TERMS AND CONDITIONS UNDER WHICH
STORMWATER MANAGEMENT FACILITIES WILL BE
MAINTAINED FOR ALDI STORE #57 IN THE CITY OF
NORTH LIBERTY, IOWA**

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

WHEREAS, the terms and conditions for the maintenance of the storm water management facilities for Aldi Store #57 have been set forth in an Agreement between the City of North Liberty ("City") and Aldi, Inc. ("Owner");

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

NOW, THEREFORE, BE IT RESOLVED that that the Storm Water Management Facility Maintenance Agreement and Easement between the City and the Owners is approved for the development of Aldi Store #57, North Liberty, Iowa.

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

CITY OF NORTH LIBERTY:

CHRIS HOFFMAN, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

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

PUBLIC VEHICLE ACCESS AND SNOW REMOVAL EASEMENT AGREEMENT
ALDI STORE #57

In consideration of \$1.00 plus other valuable consideration, ALDI INC. (“Owner”) hereby grants and conveys to the City of North Liberty, Iowa (“City”) a non-exclusive easement for the purpose of ingress, egress and snow removal over and across portions of Aldi Drive in North Liberty, (“Premises”) as designated on the attached Exhibit A, and hereinafter described as “Easement Area.” The Premises is legally described on Exhibit B, attached hereto. Said Public Vehicle Access and Snow Removal Easement Agreement is granted under the following terms and conditions.

1. The Owner agrees that it will keep the Easement Area open to allow the free flow of vehicular traffic over the paved portions of the easement area without obstruction, provided, however, that Owner shall have the right to close the Easement Area for reasonable time periods for construction, maintenance, and/or repair of the Easement Area.

2. The Owner agrees that it or its successors and assigns, as a covenant running with the land, shall at its expense keep the Easement Area in good condition and shall repair and maintain the same as may be appropriate for the purposes for which this easement has been granted.

3. Owner does hereby covenant with the City that it is lawfully seized and possessed of the real estate described in Exhibit A, which is more particularly described on Exhibit B, and Owner has a good and lawful right to convey it, or any part thereof.

4. This Easement includes the following:

a. City service vehicles are granted a means of ingress, egress, and passage over the access Easement Area. City personnel are authorized to enter onto the easement area to perform such snow removal actions as are consistent with the City’s maintenance of its public streets, subject to the following conditions:

- i. The City shall direct snow cleared from the Easement Area towards the southern end of the Premises, and
- ii. The City shall prevent drive aisles on the Premises from being blocked by snow as a result of the City’s snow removal.

b. The Owner shall have the right to use the Easement Area for any purposes which do not materially interfere with the rights granted to the City hereunder.

5. In the event the City damages any of the Owner's improvements on the Premises, the City shall be responsible for the costs incurred by Owner to repair the same.

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

[Signature pages to follow]

[Signature page to Public Access and Utility Easement Agreement]

Dated this ____ day of _____, 2023.

CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman, Mayor

(seal)

ATTEST: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this ____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation; and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the ____ day of _____, 2021; and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

ALDI INC.,
an Illinois corporation

By: _____
Steve Bowman, Group Director of Real Estate

STATE OF ILLINOIS, LIVINGSTON COUNTY: ss

This instrument was acknowledged before me on this ____ day of _____, 2023, by Steve Bowman, Group Director of Real Estate of ALDI Inc., an Illinois corporation, on behalf of said corporation.

Notary Public in and for said State
My Commission Expires: _____

EXHIBIT A
Depiction of Easement Area

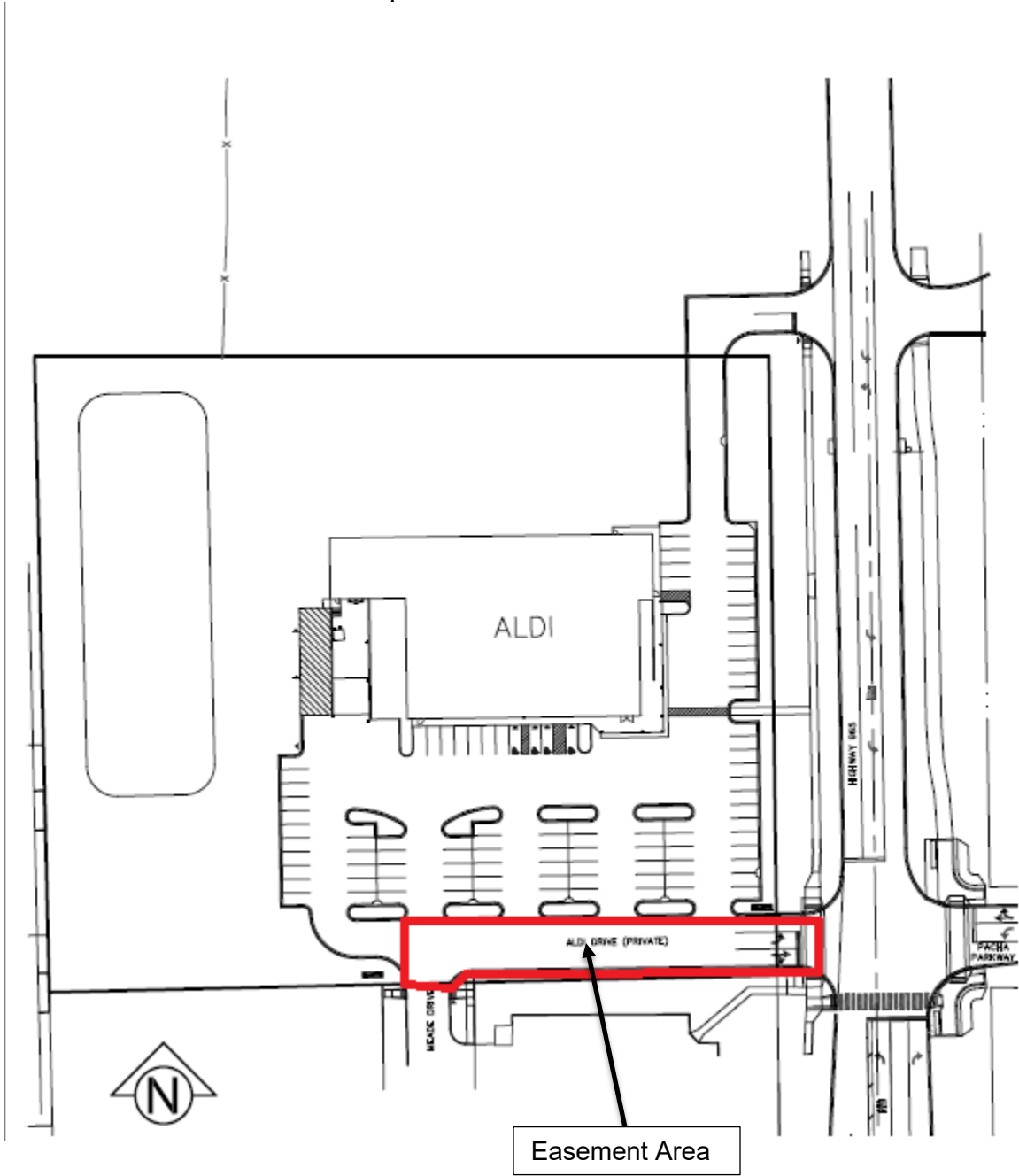


EXHIBIT B
Legal Description of the Premises

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.

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Johnson County, Iowa

LEGEND



EASEMENT AREA

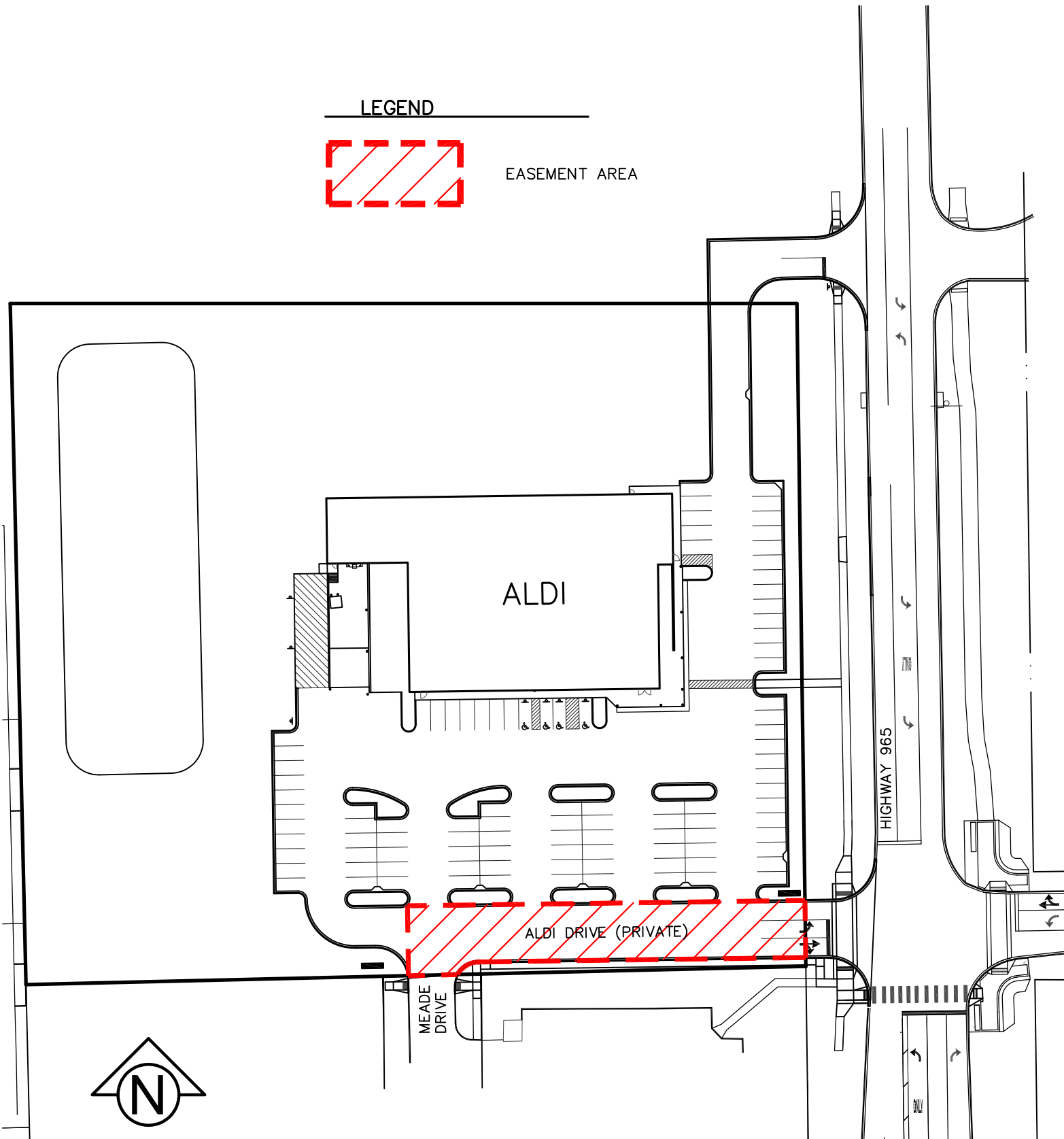


EXHIBIT "B"
Legal Description

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Johnson County, Iowa

**There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

Resolution No. 2023-117

**A RESOLUTION APPROVING THE PUBLIC VEHICLE ACCESS
AND SNOW REMOVAL EASEMENT AGREEMENT BETWEEN
ALDI INC. AND THE CITY OF NORTH LIBERTY**

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

WHEREAS, Aldi Inc. is installing a section of driveway/roadway that will be known as Aldi Drive;

WHEREAS, the City requires access to portions of Aldi Drive for ingress, egress and snow removal;

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

NOW, THEREFORE, BE IT RESOLVED that that the attached agreement between the City of North Liberty and Aldi Inc. is approved for public vehicle access and snow removal, North Liberty, Iowa.

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

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

CITY OF NORTH LIBERTY:

CHRIS HOFFMAN, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK



Water Tower Plan Lot 11

Site Plan



September 5, 2023

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

Re: Request of North Liberty Storage LLC to approve a Preliminary Site Plan for an outdoor self-storage facility on 2.71 acres. The property is located at the southern terminus of North Madison Avenue (Proposed Lot 11 of Water Tower Place Subdivision).

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its September 5, 2023 meeting. The Planning Commission took the following action:

Finding:

1. The preliminary site plan would achieve consistency with the approval standards enumerated in Section 165.05(2)(E) of the Zoning Code.

Recommendation:

The Planning Commission accepted the listed finding and forwards the request to approve the Preliminary Site Plan for an outdoor self-storage facility on 2.71 acres to the City Council with a recommendation for approval.

The vote for approval was 5-0.

Jason Heisler, Vice Chairperson
City of North Liberty Planning Commission

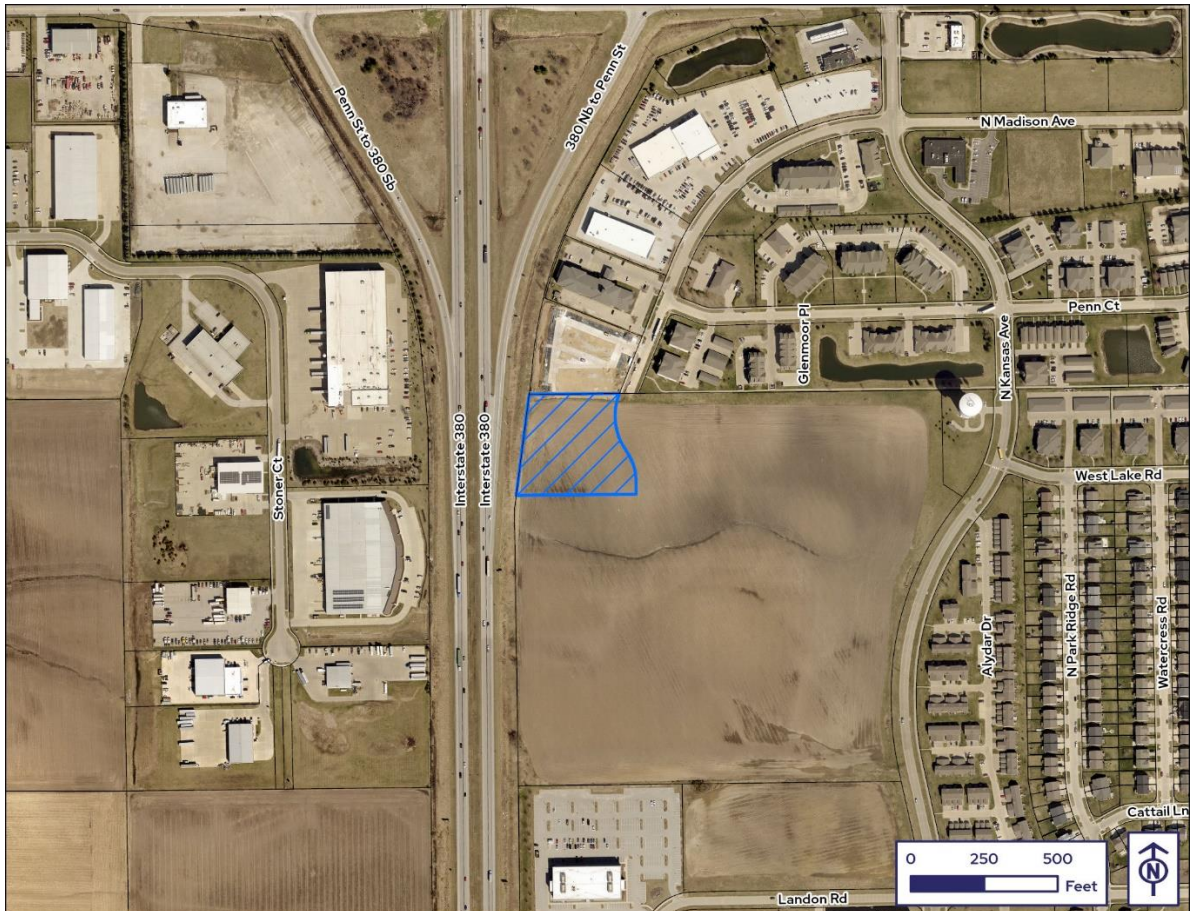


To **City of North Liberty Planning Commission**
 From **Ryan Rusnak, AICP**
 Date **September 1, 2023**
 Re **Request of North Liberty Storage LLC to approve a Preliminary Site Plan for an outdoor self-storage facility on 2.71 acres. The property is located at the southern terminus of North Madison Avenue (Proposed Lot 11 of Water Tower Place Subdivision).**

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

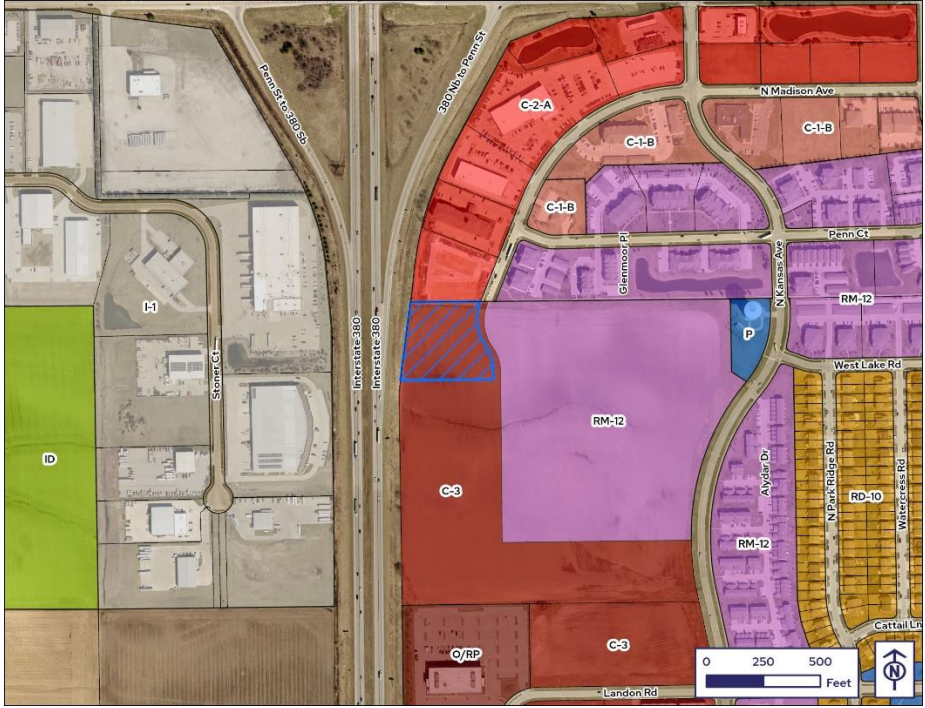
- Ryan Heiar, City Administrator
- Tracey Mulcahey, Assistant City Administrator
- Grant Lientz, City Attorney
- Tom Palmer, City Building Official
- Kevin Trom, City Engineer
- Ryan Rusnak, Planning Director

1. Request Summary: The site plan proposes an outdoor self-storage facility in six buildings on approximately 2.71 acres. The facility is an extension of the North Liberty Self Storage facility directly to the north.



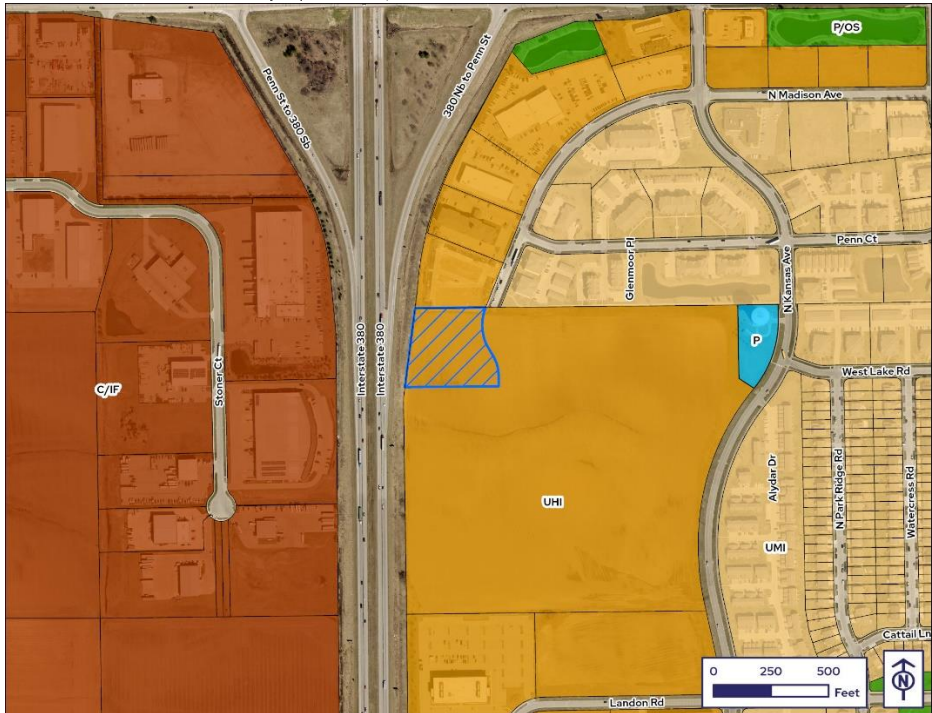
2. Existing Zoning: C-3 Higher Intensity Commercial District. "Outdoor Self-Storage Facility" is listed as a conditional use in the C-3 District. **As such, the conditional use must be approved by the Board of Adjustment.**

Zoning Map



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

Future Land Use Map (FLUM)



5. Approval Standards:

Section 165.05(2)(E) of the North Liberty Code of Ordinances sets forth the approval standards (ordinance language in *italics* and staff analysis in **bold**).

E. *Approval Standards. The Planning Commission's recommendation to the City Council and the City Council's decision to approve or disapprove a preliminary site plan shall be informed by the preliminary site plan's adherence to the following standards:*

(1) *The consistency of the preliminary site plan with all adopted ordinances and regulations.*

See analysis below.

(2) *The consistency of the proposed land use with the Comprehensive Plan and any adopted land use policies. The submission of a preliminary site plan which proposes one or more uses inconsistent with the City's Future Land Use Map creates a rebuttable presumption that said use or uses are inharmonious with surrounding properties and incompatible with orderly development and redevelopment.*

The C-3 District is consistent with the UHI Land Use Map designation.

Analysis of adopted ordinances and regulations.

Section 168.07(72)(B) of the North Liberty Code of Ordinances sets forth the Outdoor Self-Storage Use Standards (ordinance language in *italics* and staff analysis in **bold**). Please note, City staff is recommending amendments to Use Standards (proposed amendments shown in **red**).

(1) *Storage units cannot be used for residential occupancy or business.*

(2) *No plumbing connections are permitted in self-storage units.*

(3) *Outdoor self-storage facilities shall be oriented to the best extent possible so that storage unit access doors do not face the public right-of-way, or residential districts as set forth in Section 168.02.*

(4) *Facades not facing the exterior of the property are not subject to the masonry requirements set forth in Section 169.10.*

(5) *Commercial district design standards.*

(a) *Exterior facades that face a right-of-way or adjoining residential district shall include the following:*

(i) *Color, texture and building material changes.*

(ii) *Wall articulation change of no less than two feet in depth or projection every 50 feet.*

(iii) *Wall articulation change no less than two feet in vertical elevation every 50 feet in building width. The change in elevation shall extend a minimum of 20 feet in building width.*

(iv) *Exterior facades that face a right-of-way or adjoining residential district shall include windows or faux windows.*

Staff worked with the applicant to achieve a higher design standard, which served as the basis for the proposed amendment to outdoor self-storage facilities. It is staff's opinion that the site plan achieves consistency with the aforementioned use standards as adopted and proposed.

However, since the ordinance amendment eliminating the required masonry for facades not facing the exterior of the property has not been approved, staff is recommending a condition requiring the 60% masonry requirement on all exterior facades if the ordinance is not approved.

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

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

North Liberty Code of Ordinances Section 169.10 entitled, "Design Standards" sets forth certain design standards.

Requirements for All Districts (ordinance language in *italics* and staff analysis in **bold**).

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

- may feature non-earth tone and brighter colors. In any district, the use of high intensity colors, neon or fluorescent color and neon tubing is prohibited.*
- *Except in the R-MH district, a minimum roof pitch of 5:12 shall apply to gable, hip, or shed roofs and there shall be a minimum roof overhang at the eaves of 12 inches. This does not apply to portions of a roof that are separate from the structure's primary roof. Metal roofs shall not be corrugated or similar appearance. The color of the roof shall be visually harmonious and compatible with the building color scheme.*

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

Requirements for Development in Commercial Districts (ordinance language in *italics*).

- *Design. To achieve appealing aesthetic design through high quality architecture and construction, with attention to placement, relationship, and orientation of structures and amenities to provide both internal cohesiveness and compatibility with surrounding uses.*
- *Walkability. To achieve overall development patterns that encourage walking and reduce dependence on the automobile to travel from one business to another, and so reduces the dominance of the automobile within the development.*
- *Human-scale Activity. To achieve a sense of place by emphasizing pedestrian interaction with commercial uses rather than sprawling automobile-dominated designs, both in building architecture and public or private outdoor areas.*
- *Compatible Uses. To achieve the right blend of uses, compact and well-designed, that complement each other and provide cohesive overall developments.*
- *Materials. Minimum required masonry on all building elevations is 60%. Exterior walls not composed of masonry products shall not be covered with ribbed.*

It is staff's opinion that the site plan achieves consistency with the aforementioned design standards with the exception of the 60% masonry requirement. Since the ordinance amendment eliminating the required masonry for facades not facing the exterior of the property has not been approved, staff is recommending a condition requiring the 60% masonry requirement on all exterior facades if the ordinance is not approved.

6. Staff Recommendation:

Pursuant to Section 166.02(7)(D) of the Zoning Ordinance:

It shall be the duty of the Commission to review and comment on conditional use applications. The application shall be accompanied by maps, drawings, or other documentation in support of the request. The granting of a conditional use shall not exempt the applicant from compliance with other relevant provisions of related ordinances.

Recommendation to Board of Adjustment:

Staff recommends the Planning Commission forward the request to approve a conditional use for an outdoor self-storage facility on 2.71 acres to the Board of Adjustment with a recommendation for approval subject to the following condition:

1. All facades shall be subject to the 60% masonry requirements set forth in Section 169.10 unless the ordinance amendment for outdoor self-storage facilities is adopted, which would eliminate the required masonry on facades not facing the exterior of the property.

Suggested motion to Board of Adjustment:

I move that the Planning Commission forward the conditional use to the Board of Adjustment with a recommendation for approval subject to the condition recommended by City staff.

Finding for Recommendation City Council:

1. The preliminary site plan would achieve consistency with the approval standards enumerated in Section 165.05(2)(E) of the Zoning Code.

Recommendation to City Council:

Staff recommends the Planning Commission accept the listed finding and forward the request to approve a preliminary site plan for an outdoor self-storage facility on 2.71 acres to the City Council with a recommendation subject to the following condition:

1. All facades shall be subject to the 60% masonry requirements set forth in Section 169.10 unless the ordinance amendment for outdoor self-storage facilities is adopted, which would eliminate the required masonry on facades not facing the exterior of the property.

Suggested motion to City Council:

I move that the Planning Commission accept the listed finding and forward the preliminary site plan to the City Council with a recommendation for approval subject to the condition recommended by City staff.



CIVIL ENGINEERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS
1917 S. GILBERT ST.
IOWA CITY, IOWA 52240
(319) 351-8282
www.mmsconsultants.net

Date: 07-21-2023
Revision: PER CITY COMMENTS

PRELIMINARY SITE PLAN WATER TOWER PLACE, LOT 11 NORTH LIBERTY, IOWA

APPLICANT: KEVIN KIDWELL
2382 SUGAR BOTTOM ROAD
SOLON, IA 52333

OWNER: DANNOVAN HOLDINGS
1650 LINER LANE
NORTH LIBERTY, IA 52317

LEGAL DESCRIPTION: LOT 11 WATER TOWER PLACE, NORTH LIBERTY, JOHNSON COUNTY, IOWA, SAID TRACT OF LAND CONTAINS 2.70 ACRES, AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

PROPOSAL: APPLICANT PLANS TO DEVELOP 6 STORAGE UNIT BUILDINGS TO BE LOCATED ON A 2.70 ACRE SITE.

PHASE	AREA OF WORK	LAND USE TYPE(S)	CONSTRUCTION PERIOD
LOT 11	STORAGE UNITS		FALL 2023 THRU SPRING 2024

DEVELOPMENT CHARACTERISTICS

CURRENT ZONING: C-3

SETBACK REQUIREMENTS
BUILDING SETBACKS: 25 FEET
FRONT YARD: 25 FEET
CORNER SIDE YARD: 25 FEET
SIDE YARD: 10 FEET
REAR YARD: 10 FEET

PARKING REQUIREMENTS
SELF STORAGE: 1 SPACE PER 25 STORAGE UNITS = 11 SPACES (271 UNITS)
PARKING SPACES SHALL BE LOCATED AT FRONTS OF UNITS

MINIMUM LOT REQUIREMENTS
LOT AREA: 20,000 SF
LOT FRONTAGE: 35 FEET
LOT WIDTH: 35 FEET
MAXIMUM BUILDING HEIGHT: 75 FEET

LOT CHARACTERISTICS
LOT AREA: 117,470 SF (100% (2.70 AC))
BUILDING AREA - PROPOSED: 41,974 SF (38.7%)
PAVING AREA - PROPOSED: 48,016 SF (44.1%)
GREEN SPACE AREA: 26,304 SF (25.4%)

LIGHTING
WALL MOUNTED LIGHTS NOT TO BE FORWARD THROWING.
MAXIMUM WATTAGE = 280 WATTS.
LIGHT SPREAD SHALL NOT IMPACT BEYOND PROPERTY LIMITS.

UTILITIES
ALL PROPOSED UTILITIES SHOWN ARE PRIVATE UNLESS NOTED AS PUBLIC ON THIS PLAN.

NOTES:
- 4" PCC OVER 4" GRANULAR BASE SHALL BE DESIGNED TO SUPPORT FIRE APPARATUS WEIGHING AT LEAST 75,000 LBS.
- THERE WILL BE NO DUMPSTERS ON THIS SITE.

PAVING LEGEND

	6" PCC OVER 6" GRANULAR BASE (47,540 SF)
	4" PCC (1,652 SF)

INCLUDING OFFSITE PAVING

KEYNOTES

NUMBER	KEYNOTE
1	INSTALL 6" HIGH DECORATIVE STEEL FENCE AND GATE. COORDINATE FENCE MANUFACTURER WITH OWNER PRIOR TO CONSTRUCTION.
2	INSTALL 4" HIGH DECORATIVE STEEL FENCE AND GATE. COORDINATE FENCE MANUFACTURER WITH OWNER PRIOR TO CONSTRUCTION.
3	GATE ACCESS WITH A KNOX KEY PER FIRE DEPARTMENT.
4	SUDAS CONCRETE DRIVEWAY TYPE B WITH RADI
5	GATE VALVES TO BE LOCATED WITHIN PAVING TO BE REPLACED WITH SLIDE-TYPE VALVE BOX WITH FLANGE (TYP)
6	FIRE LANE: PROVIDE PAINT AND SIGNAGE PER CITY REQUIREMENTS

STANDARD LEGEND AND NOTES

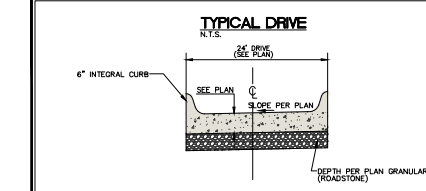
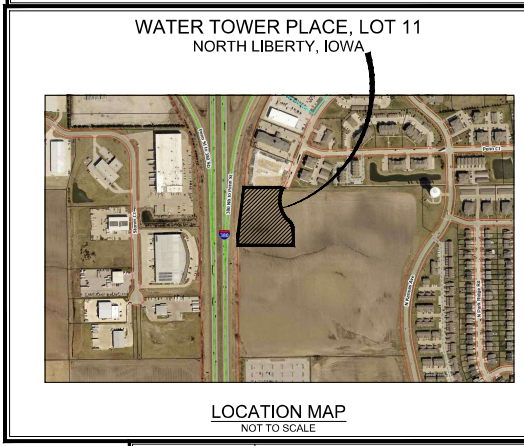
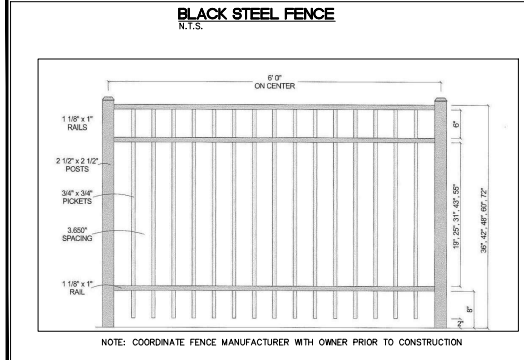
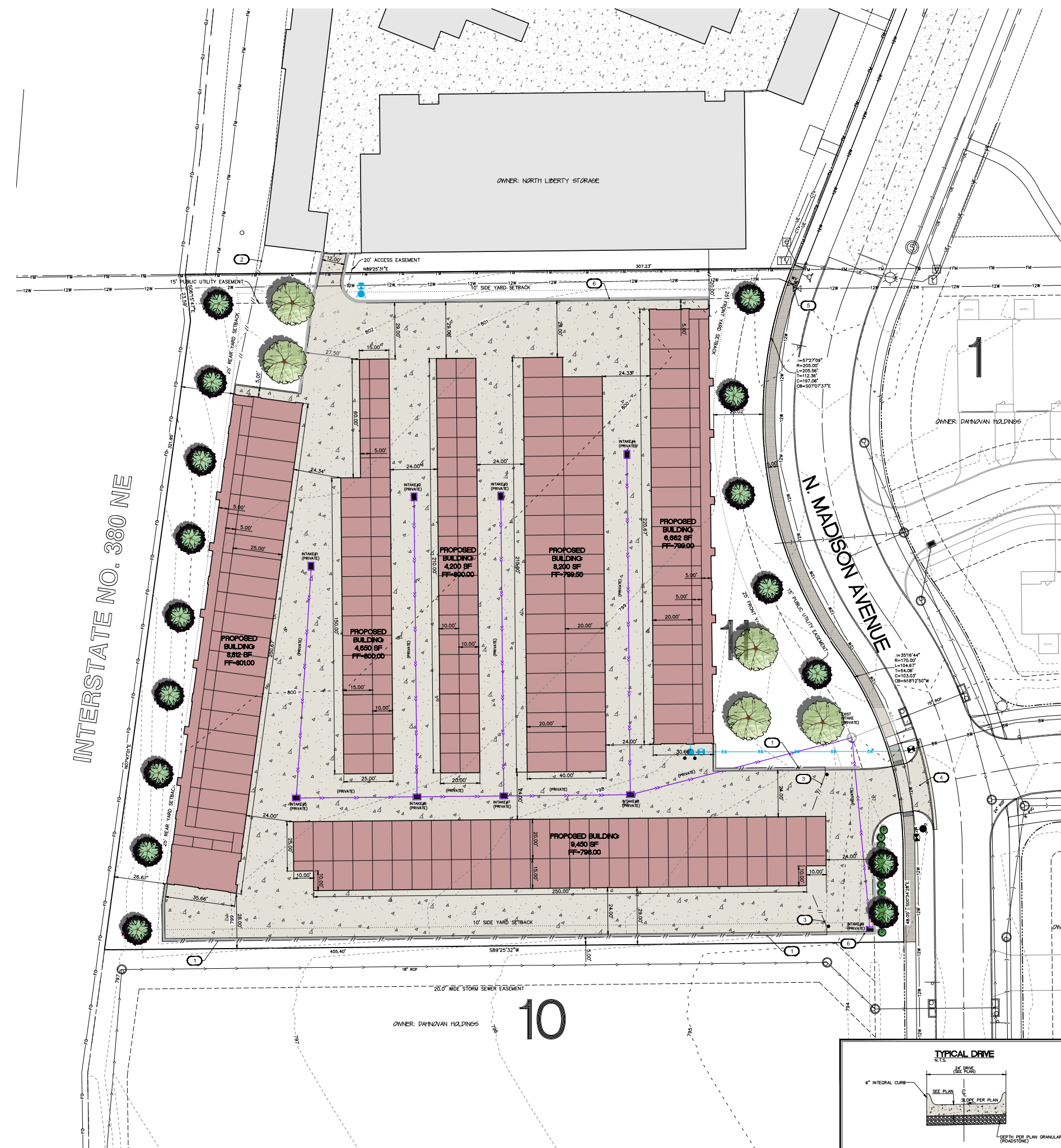
SYMBOL	DESCRIPTION
---	PROPERTY &/or BOUNDARY LINES
---	CONGRESSIONAL SECTION LINES
---	RIGHT-OF-WAY LINES
---	EXISTING CENTER LINES
---	EXISTING RIGHT-OF-WAY LINES
---	CENTER LINES
---	EXISTING EASEMENT LINES
---	LOT LINES, INTERNAL
---	LOT LINES, PLATTED OR BY DEED
---	PROPOSED EASEMENT LINES
---	EXISTING EASEMENT LINES
---	BENCHMARK
---	RECORDED DIMENSIONS
---	CURVE SEGMENT NUMBER
---	EXISTING TREE LINE
---	EXISTING DECIDUOUS TREE & SHRUBS
---	EXISTING EVERGREEN TREE & SHRUBS

LANDSCAPE REQUIREMENTS

1 TREE FOR EVERY 2,000 SF OF BUILDING FOOTPRINT.
41,774 / 2,000 = 21 TREES

CONCEPT PLANT SCHEDULE

SHADE TREE	5
ORNAMENTAL TREE	16
EVERGREEN SHRUB	14



UTILITIES
THE CONTRACTOR SHALL NOTIFY IOWA ONE CALL AT 811 OR 800/282-8889 NO LESS THAN 48 HRS. IN ADVANCE OF ANY DIGGING OR EXCAVATION.
WHERE PUBLIC UTILITY FACILITIES ARE SHOWN AS EXISTING ON THE PLANS OR ENCOUNTERED WITHIN THE CONSTRUCTION AREA, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNERS OF THESE UTILITIES PRIOR TO THE BEGINNING OF ANY CONSTRUCTION. THE CONTRACTOR SHALL AFFORD ACCESS TO THESE FACILITIES FOR NECESSARY MODIFICATION OF SERVICES. UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS, AND THEREFORE THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IF IT IS POSSIBLE THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN OR SHOWN, IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATION AND TO AVOID DAMAGE THEREBY. NO CLAIMS FOR ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH WORK.

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

CHRISTOPHER A. THOMPSON, P.E. Iowa Lic. No. 25333
Professional Engineer
October 31, 20...
Seal of Christopher Thompson, P.E. No. 25333

1963-082 of: 1

LOT 11
WATER TOWER PLACE
NORTH LIBERTY
JOHNSON COUNTY
IOWA

MMS CONSULTANTS, INC.
Date: 07-21-2023
Designed by: CAT
Drawn by: ADP
Checked by: CAT
Project No: 1963-082
Scale: 1"=20'
Sheet No: 1
of: 1





#	DATE	BY	DESCRIPTION

THESE PLANS ARE PROPERTY OF SELECT STRUCTURAL ENGINEERING, LLC
DO NOT REPRODUCE OR TRANSMIT IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

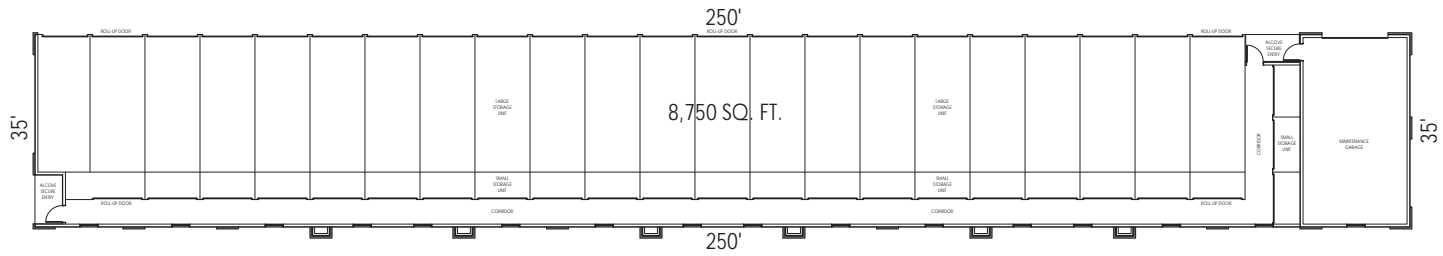
NORTH LIBERTY SELF STORAGE
MADISON AVENUE
NORTH LIBERTY, IOWA
KEVIN KIDWELL

SHEET NO. **PROPOSED WEST BUILDING ELEVATIONS & PLAN**

DATE: 03/20/23
JOB NO: 23173
PAGE NO: **A-101**



W WEST ELEVATION (PROPOSED) - HIGHWAY VIEW
NOTE: SEE MASONRY EXTERIOR ELEVATION (PAGE 1)
Scale: 1/8" = 1'-0"



1 FLOOR PLAN (PRELIMINARY)
NOTE: FINAL LAYOUT & THE DIMENSIONS TO BE DETERMINED.
Scale: 1/8" = 1'-0"

ELEVATION KEYED NOTES (TYPICAL)

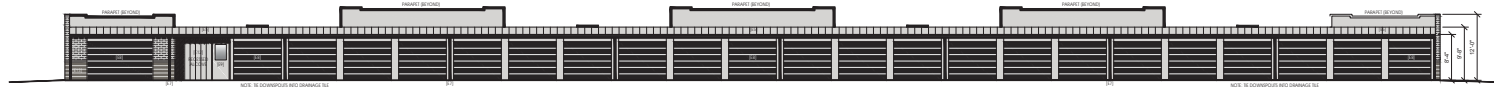
- (S1) 1/2" HORIZONTAL BRICKS - 1/4" STONE NECESSARY TRAIL LINE
- (S2) VENEER BRICK MASONRY - 1/4" HORIZONTAL BRICKS - GAUZE
- (S3) STONE BALCONY RAMP
- (S4) HANDED CONCRETE FORMWORK - 1/4" TRAIL LINE
- (S5) STANDING SEAM CORRUGATED METAL ROOF - GALVALUMED
- (S6) PRIVATE CAR PLACEMENT CLASSIFIED & METAL TRIM PRE-FINISHED BLACK
- (S7) 1/2" HORIZONTAL BRICKS - 1/4" STONE NECESSARY TRAIL LINE
- (S8) ROLL-UP DOOR AND DOOR BLACK
- (S9) INSULATED ALUMINUM METAL DOORS & TRIM, GALVALUMED FINISHED
- (S10) ALUMINUM CONCRETE WINDOW SYSTEM - BLACK GRAB BRASS FINISH - METAL PANELS - 1/4" STONE NECESSARY TRAIL LINE
- (S11) HANDICAPPED T.S. (SEE CHAS. PLAN)
- (S12) METAL PANEL 80% CORRUGATED - 1/4" STONE NECESSARY TRAIL LINE
- (S13) VENEER BRICKS - 1/4" HORIZONTAL BRICKS - GAUZE



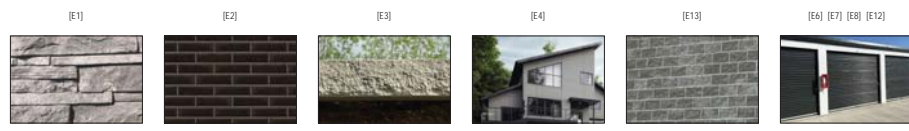
N NORTH ELEVATION (PROPOSED)
NOTE: SEE MASONRY EXTERIOR ELEVATION (PAGE 1)
Scale: 1/8" = 1'-0"



S SOUTH ELEVATION (PROPOSED)
NOTE: SEE MASONRY EXTERIOR ELEVATION (PAGE 1)
Scale: 1/8" = 1'-0"



E EAST ELEVATION (PROPOSED) - INTERIOR DRIVE VIEW
Scale: 1/8" = 1'-0"



PRELIMINARY DRAWING
NOT TO BE USED FOR CONSTRUCTION PURPOSES

606 14TH AVE SW
CEDAR RAPIDS, IA 52404
319-365-1150

2435 KIMBERLY RD.
SUITE 240S
BETTENDORF, IA 52722
563-359-3117



#	DATE	BY	DESCRIPTION

NORTH LIBERTY SELF STORAGE
MADISON AVENUE
NORTH LIBERTY, IOWA
KEVIN KIDWELL

SHEET NO. 1
PROPOSED EAST BUILDING ELEVATIONS & PLAN

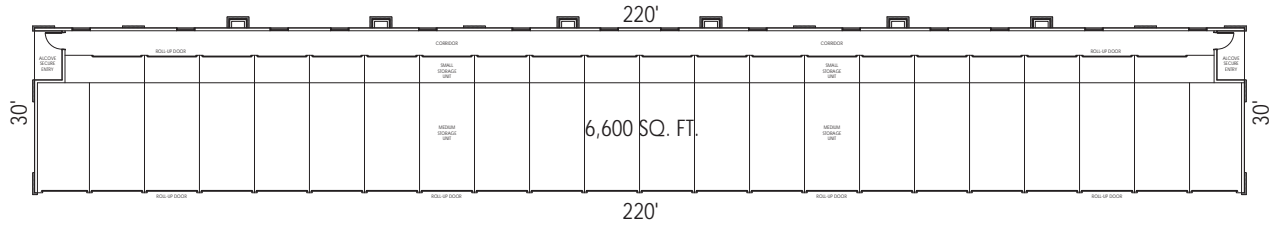
DATE: 03/20/23
JOB DATE: 2/21/23
JOB NO.:

DESIGNED BY: [Signature]
CHECKED BY: [Signature]
APPROVED BY: [Signature]

PAGE NO. A-102



E EAST ELEVATION (PROPOSED) - STREET VIEW
NOTE: SEE ARCHITECT'S ELEVATION NOTES (SEE) Scale: 1/8" = 1'-0"

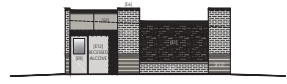


1 FLOOR PLAN (PRELIMINARY)
NOTE: FINAL LAYOUT & FIRE BARRELS TO BE DETERMINED Scale: 1/8" = 1'-0"



ELEVATION KEYED NOTES (TYPICAL)

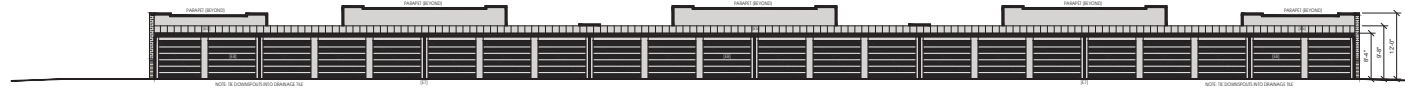
- (E1) TAN BRICK SOME MASONRY - 1 1/2" & SOME VENEER/CLAY BRICK-LIKE
- (E2) VENEER BRICK MASONRY - KING KEMER DRIVE BLACK GLAZED
- (E3) STONE SLAB/CLAY BRICK
- (E4) WHITE CONCRETE/PAINTED PANEL "TRAIL COPY"
- (E5) SHIMMER SHIMMER/SHIMMER DOWN-SLOPE GALVANNEED
- (E6) PAINTED CAP/SIDEWALL FLANGES & METAL TRIM/PREFINISHED "BLACK"
- (E7) METAL TRIM GUTTER & DOWNSPOUTS (OR METAL) "BLACK"
- (E8) ROLL-UP DOOR/ROLL-UP DOOR "BLACK"
- (E9) ISOLATED HALLOW METAL DOORS & PANELS GALVANNEED (PAINTED)
- (E10) ALUMINUM CORNERPOST AND/OR WINDOW "BLACK" TRIM/FRAME
- (E11) METAL PANEL WITH CONCRETE/PAINTED "WHITE"
- (E12) VENEER BRICK/CLAY MASONRY "SLATE" VENEER/CLAY



5 NORTH ELEVATION (PROPOSED)
NOTE: SEE ARCHITECT'S ELEVATION NOTES (SEE) Scale: 1/8" = 1'-0"



5 SOUTH ELEVATION (PROPOSED)
NOTE: SEE ARCHITECT'S ELEVATION NOTES (SEE) Scale: 1/8" = 1'-0"



W WEST ELEVATION (PROPOSED) - INTERIOR DRIVE VIEW
NOTE: SEE ARCHITECT'S ELEVATION NOTES (SEE) Scale: 1/8" = 1'-0"



PRELIMINARY DRAWING
NOT TO BE USED FOR CONSTRUCTION PURPOSES

I:\SS\CS-380\1\Project_CAD\2023\11\North Liberty Storage Unit - Revit\Revit\SSSE Drawings\A-102.dwg (2/21/23) 2:52:13 PM

Resolution No. 2023-118

**RESOLUTION APPROVING THE PRELIMINARY SITE
PLAN FOR LOT 11 OF WATER TOWER PLACE
SUBDIVISION, NORTH LIBERTY, IOWA**

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

WHEREAS, the owner, Dahnovan Holdings, and applicant, Kevin Kidwell, have filed with the City Clerk a preliminary site plan;

WHEREAS, the property is described as:

Lot 11, Watertower Place, North Liberty, Johnson County, Iowa, said tract of land contains 2.70 acres, and is subject to easements and restrictions of record;

WHEREAS, said preliminary site plan has one finding:

1. The site plan would achieve consistency with the approval standards enumerated in Section 165.05(2)(E) of the Zoning Code.

WHEREAS, said preliminary site plan has been examined by the North Liberty Planning and Zoning Commission, which recommended that the preliminary site plan be approved with one condition, All facades shall be subject to the 60% masonry requirements set forth in Section 169.10 unless the ordinance amendment for outdoor self-storage facilities is adopted, which would eliminate the required masonry on facades not facing the exterior of the property.

NOW, THEREFORE, BE IT RESOLVED that the City Council of North Liberty, Iowa, does hereby approve the preliminary site plan for Lot 11 of Water Tower Place, North Liberty, Iowa.

APPROVED AND ADOPTED this 10th day of October, 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



Greenbelt Trail Part 3 Revised Preliminary Plat



September 5, 2023

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

Re: Request of Scanlon Family, LLC. to approve a Preliminary Subdivision Plat revision for a 22-lot subdivision on approximately 5.28 acres. The property is located on the north side of Berkshire Lane as extended westerly 85' from its current terminus in Greenbelt Trail, Part 2 Subdivision.

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its September 5, 2023 meeting. The Planning Commission took the following action:

Findings:

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

Recommendation:

The Planning Commission accepted the listed findings and forwards the request of Scanlon Family, LLC. to approve a Preliminary Subdivision Plat for a 22-lot subdivision on approximately 5.28 acres to the City Council with a recommendation for approval.

The vote for approval was 5-0.

Jason Heisler, Vice Chairperson
City of North Liberty Planning Commission

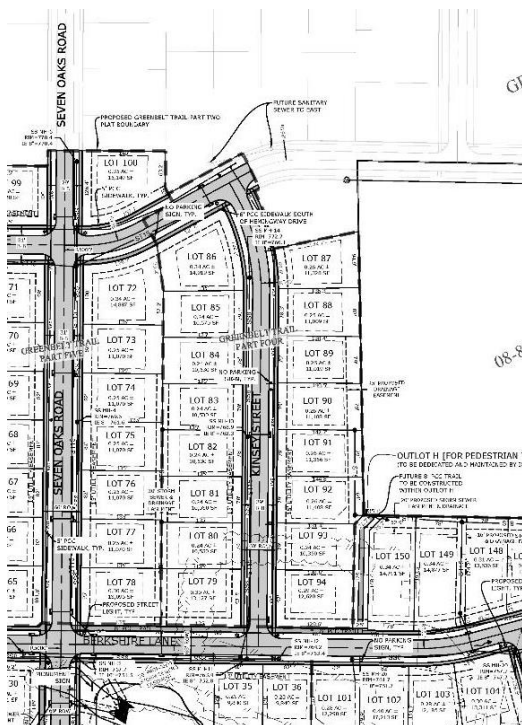


To **City of North Liberty Planning Commission**
 From **Ryan Rusnak, AICP**
 Date **September 1, 2023**
 Re **Request of Scanlon Family, LLC. to approve a Preliminary Subdivision Plat revision for a 22-lot subdivision on approximately 5.28 acres. The property is located on the north side of Berkshire Lane as extended westerly 85' from its current terminus in Greenbelt Trail, Part 2 Subdivision.**

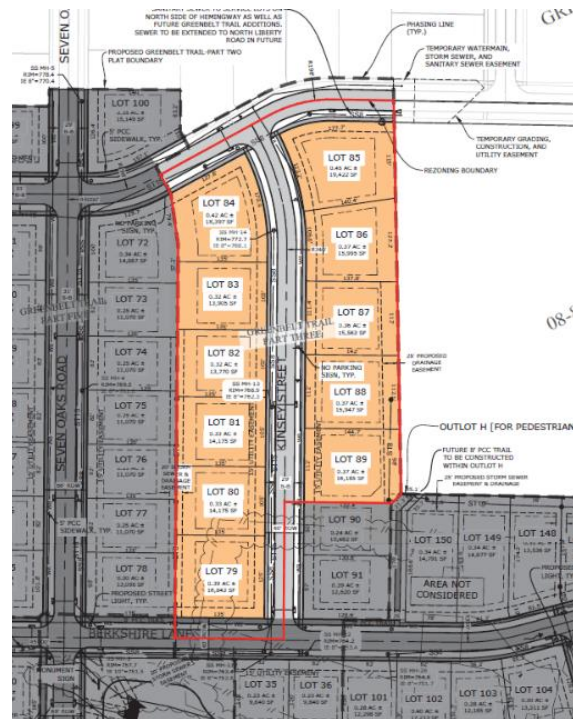
North Liberty City staff has reviewed the subject submission, and offer comments presented in this memo. The staff review team includes the following personnel:
 Ryan Heiar, City Administrator
 Tracey Mulcahey, Assistant City Administrator
 Grant Lientz, City Attorney
 Tom Palmer, City Building Official
 Kevin Trom, City Engineer
 Ryan Rusnak, Planning Director

1. Request Summary:

The Preliminary Plat proposes 22 lots and related infrastructure approximately 5.28 acres (and adds an additional lot and extends the street). Previously, this portion of the development was approved for 14 lots.



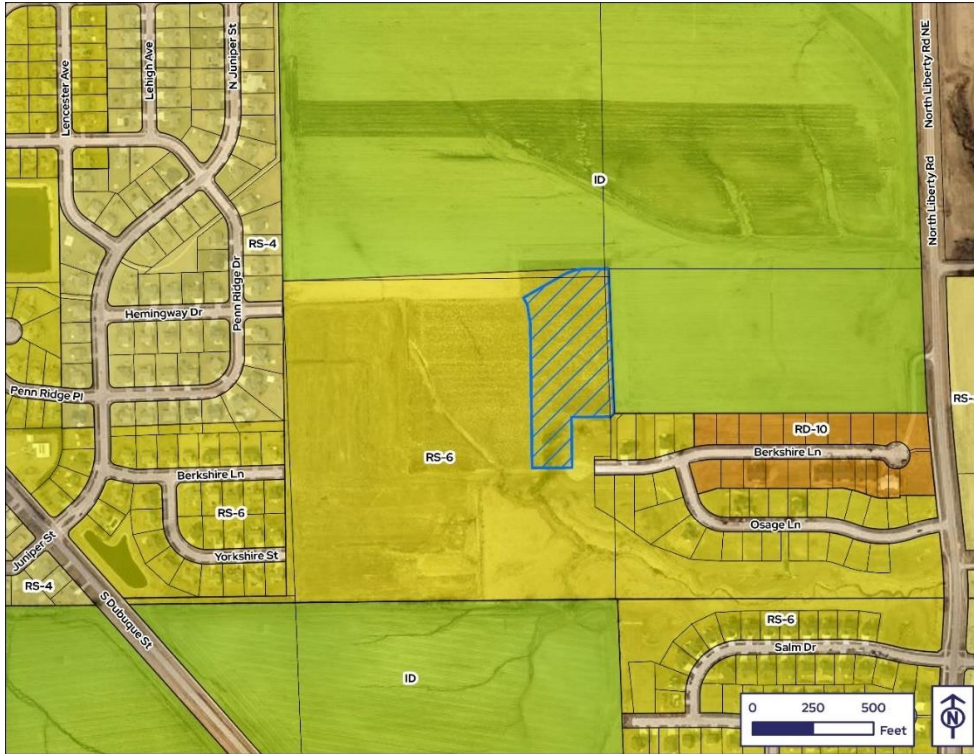
Approved Preliminary Plat



Proposed Preliminary Plat
Shown as 11 lots – Would be Subdivided into 22 lots

2. Current Zoning:

The property is currently zoned RS-6 Single-Unit Residence District. There is a related request to rezone the property to RD-8 Two-Unit Residence District.



3. Comprehensive Plan Future Land Use Map Designation:

Land Use Plan designation: Urban Low Intensity.

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

4. Public Input:

A virtual good neighbor meeting was held on July 18, 2023. City staff, one member of the Planning Commission and the applicant attended the meeting. There are no objections to the request.

5. Approval Standards:

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

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

- A. *Preliminary Plat Contents. The application shall include a preliminary plat of the subdivision drawn to a scale of one inch to one hundred feet minimum, and shall show:*
- (1) *A location map to provide spatial reference, showing the outline of the area to be subdivided, existing streets and corporate limits in the vicinity, a north arrow and scale or note stating "not to scale," and other information that might help clarify where the plat is located as well as its surroundings and size relative to other City features;*

This has been provided on the Preliminary Plat.

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

This has been provided on the Preliminary Plat.

- (3) *Legal description and acreage;*

This has been provided on the Preliminary Plat.

- (4) *Name and address of owner;*

This has been provided on the Preliminary Plat.

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

This has been provided on the Preliminary Plat.

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

Staff is not requiring this information on the Preliminary Plat.

- (7) *North point and graphic scale;*

This has been provided on the Preliminary Plat.

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

This has been provided on the Preliminary Plat.

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

This has been provided on the Preliminary Plat.

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

This has been provided on the Preliminary Plat.

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

This has been provided on the Preliminary Plat.

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

This has been provided on the Preliminary Plat.

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

This has been provided on the Preliminary Plat.

(14) Grades of proposed streets and alleys;

This has been provided on the Preliminary Plat.

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

This has been provided on the Preliminary Plat.

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

This has been provided on the Preliminary Plat.

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

This has been provided on the Preliminary Plat.

(18) Stormwater management facilities when applicable;

This has been provided on the Preliminary Plat.

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

This information has been provided.

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

None required.

6. Additional information:

None.

7. Staff Recommendation:

Findings:

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

Recommendation:

Staff recommends the Planning Commission accept the two listed findings and forward the request of Scanlon Family, LLC. to approve a Preliminary Subdivision Plat for a 22-lot subdivision on approximately 5.28 acres to the City Council with a recommendation for approval.

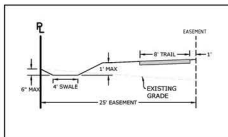
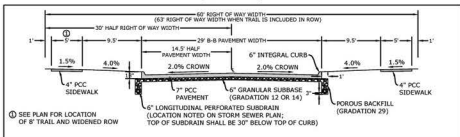
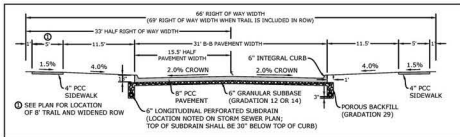
Suggested motion:

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

REVISED PRELIMINARY PLAT FOR GREENBELT TRAIL SUBDIVISION REVISED PART THREE IN THE CITY OF NORTH LIBERTY, JOHNSON COUNTY, IOWA

UTILITY AND EMERGENCY TELEPHONE NUMBERS

CITY OF NORTH LIBERTY, IOWA	
PLANNING DEPARTMENT	(319)-626-5747
POLICE DEPARTMENT	(319)-356-6800
EMERGENCY	911
FIRE DEPARTMENT	(319)-356-6800
EMERGENCY	911
WATER DEPARTMENT	(319)-626-5719
STREETS DEPARTMENT	(319)-626-5718
PARKS AND RECREATION	(319)-626-5720
IOWA ONE CALL (UTILITIES)	(800)-292-8989
MID-AMERICAN ENERGY	(800)-329-6261
ALLIANT ENERGY (ELECTRIC)	
INFORMATION	(800)-255-4268
MEDIACOM (CABLE TV)	(800)-883-0145
SOUTHSLOPE (TELEPHONE / CABLE TV)	(319)-626-2211
LINN COUNTY REC	(800) 332-5420
WINDSTREAM	(800) 289-1901
CEDAR RAPIDS AND IOWA CITY RAILWAY COMPANY	(800)-283-1540
IOWA DEPARTMENT OF TRANSPORTATION	
DISTRICT ENGINEER	(319)-364-0235
MAINTENANCE GARAGES	(319)-364-8189
JOHNSON COUNTY ENGINEER	(319)-356-6046



EXISTING	PROPOSED
(SSS)	SANITARY SEWER W/SIZE
(S715)	STORM SEWER W/SIZE
(FMS)	FORCE MAIN W/SIZE
(WMS)	WATER MAIN W/SIZE
(G)	GAS
(OHE)	ELECTRIC OVERHEAD
(E)	ELECTRIC UNDERGROUND
(C)	CABLE TV UNDERGROUND
(OHC)	CABLE TV OVERHEAD
(OHT)	TELEPHONE OVERHEAD
(F)	FIBER OPTIC UNDERGROUND
(OHF)	FIBER OPTIC OVERHEAD
(T)	TELEPHONE UNDERGROUND
(CORP)	CITY CORPORATION LIMITS
(CORP)	PROPERTY LINE
(CORP)	EASEMENT
(CORP)	CITY CORPORATION LIMITS
(CORP)	CONTIGUOUS LINE
(CORP)	LIGHT POLE W/O MAST
(CORP)	LIGHT POLE W/MAST
(CORP)	TELEPHONE POLE
(CORP)	POWER POLE
(CORP)	GUY ANCHOR
(CORP)	GUY POLE
(CORP)	TELEPHONE PEDESTAL
(CORP)	TELEPHONE MANHOLE
(CORP)	CABLE TV PEDESTAL
(CORP)	UTILITY CONTROL CABINET
(CORP)	SANITARY MANHOLE
(CORP)	STORM MANHOLE
(CORP)	GATE INTAKE
(CORP)	RA-3 INTAKE
(CORP)	RA-5 INTAKE
(CORP)	RA-6 INTAKE
(CORP)	RA-8 INTAKE

EXISTING	PROPOSED
(HSCB)	HORSESHOE CATCH BASIN W/O FLUME
(HSCB)	HORSESHOE CATCH BASIN W/FLUME
(GV)	GAS VALVE
(FIS)	FLAGGED IRIG SECTION
(C/S)	CLEANOUT, STORM OR SANITARY
(B)	BENCHMARK
(S)	STREET SIGN
(W)	WELL
(FHV)	FIRE HYDRANT
(WV)	WATER VALVE
(WS)	WATER SHUTOFF
(WB)	WATER BLOWOFF
(SCM)	SURVEY CONTROL MONUMENT AS NOTED
(R)	REBAR W/UCAP ONLY
(N)	SET PK NAIL
(F)	FOUND SURVEY MONUMENT AS NOTED
(R)	FOUND RIGHT OF WAY SAIL
(S)	SECTION CORNER SET AS NOTED
(S)	SECTION CORNER FOUND AS NOTED
(C)	CUT "X" IN CONCRETE
(R)	RECORDED AS
(P)	PLAT OR SURVEY BOUNDARY
(L)	PLAT LOT LINE
(C)	CENTERLINE
(S)	SECTION LINE
(S)	1/4 SECTION LINE
(S)	1/4 SECTION LINE
(S)	BUILDING SETBACK LINE

NOTES:
1. THIS IS A STANDARD LEGEND. SOME ITEMS MAY NOT APPEAR ON DRAWINGS.

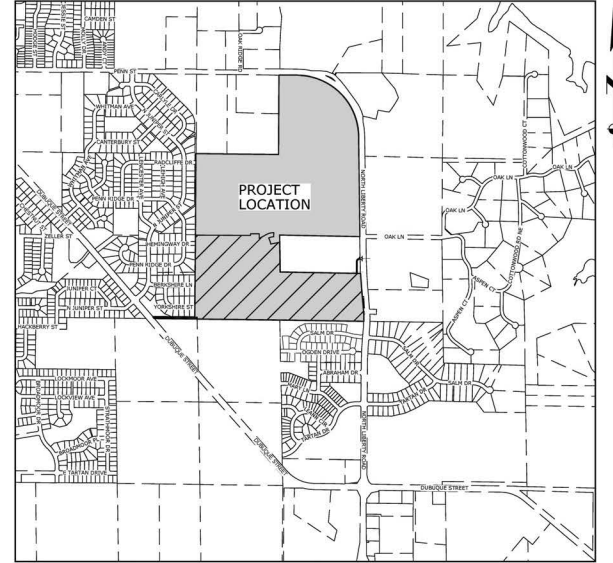
HALL & HALL ENGINEERS, INC.
Leaders in Land Development Since 1953

1860 BOYSSON ROAD, HIAWATHA, IOWA 52233
PHONE: (319) 362-9548 FAX: (319) 362-7595

CIVIL ENGINEERING • LANDSCAPE ARCHITECTURE
LAND SURVEYING • LAND DEVELOPMENT PLANNING

www.halleng.com

LOCATION MAP (1"=1000')



SHEET INDEX

NO.	DESCRIPTION
1	COVER
2	PRELIMINARY PLAT GRADING PLAN

LEGAL DESCRIPTION:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, SECTION 17 AND THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 9 AND THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, SECTION 18 AND THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 7 ALL IN TOWNSHIP 80 NORTH, RANGE 6 WEST OF THE 5TH PRINCIPAL MERIDIAN, NORTH LIBERTY, JOHNSON COUNTY, IOWA DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF AUDITOR'S PLAT NO. 2021024 AS RECORDED IN BOOK 64, PAGE 353 IN THE OFFICE OF THE JOHNSON COUNTY, IOWA RECORDER; THENCE S45°44'12"W ON A NORTH-WESTERLY LINE OF SAID AUDITOR'S PARCEL, 19.89 FEET; THENCE N89°18'06"W, 162.43 FEET; THENCE S0°29'51"W, 208.50 FEET; THENCE N89°18'06"W, 165.00 FEET; THENCE N0°29'51"E, 595.93 FEET; THENCE N80°23'39"W, 79.99 FEET; THENCE N28°36'15"W, 33.00 FEET; THENCE N61°23'45"E, 187.78 FEET TO THE BEGINNING OF A 198.34 FOOT RADIUS CURVE, CONCAVE SOUTHERLY AND HAVING A LONG CHORD OF 101.56 FEET BEARING N76°19'50"E; THENCE EASTERLY ON THE ARC OF SAID CURVE, 102.71 FEET; THENCE S88°54'45"E, 90.83 FEET; THENCE S1°03'09"E ON THE WEST LINE OF AUDITOR'S PARCEL NO. 2018039 AS RECORDED IN BOOK 62, PAGE 97 IN THE OFFICE OF THE JOHNSON COUNTY, IOWA RECORDER, 597.25 FEET TO THE POINT OF BEGINNING.

DESCRIBED PARCEL CONTAINS 5.28 ACRES.

PLAT PREPARED BY:
HALL & HALL ENGINEERS, INC.
1860 BOYSSON ROAD
HIAWATHA, IA 52233
(319) 362-9548

OWNER/APPLICANT:
GREENBELT TRAIL, L.L.C.
PO BOX 323
OKOBOJI, IA 51355
(617) 734-0446
scanlonfarm@gmail.com

APPLICANT'S ATTORNEY:
ROBERT N. DOWNER
122 S LINN STREET
IOWA CITY, IA 52240

DIMENSIONAL STANDARDS:

RS-6:
MINIMUM LOT SIZE REQUIREMENTS
FRONTAGE: 35 FT
WIDTH: 70 FT
AREA: 7,000 SF
MINIMUM YARD REQUIREMENTS
FRONT YARD DEPTH: 25 FT
SIDE YARD DEPTH: 8 FT
REAR YARD DEPTH: 30 FT
MAXIMUM BUILDING PARAMETERS
MAX HEIGHT: 35 FT OR 2.5 STORIES

RD-8:
MINIMUM LOT SIZE REQUIREMENTS
FRONTAGE: 40 FT
WIDTH: 100 FT
AREA: 10,000 SF OR 5,000 SF/DU
MINIMUM YARD REQUIREMENTS
FRONT YARD DEPTH: 25 FT
SIDE YARD DEPTH: 10 FT
REAR YARD DEPTH: 30 FT
MAXIMUM BUILDING PARAMETERS
MAX HEIGHT: 35 FT OR 2.5 STORIES

LANDSCAPING:
A DETAILED LANDSCAPING PLAN WILL BE PROVIDED WITH THE PLAN OF IMPROVEMENTS. LANDSCAPE BUFFER WILL BE PROVIDED ON EAST SIDE OF LOTS 116, 136, AND 137 TO PROVIDE BUFFER FROM NORTH LIBERTY ROAD.

REVISED PLAT AREA:
5.28 ACRES

ZONING/LAND USE:
EXISTING ZONING: RD-6 AND RD-8
PROPOSED ZONING: RS-6 AND RD-8

PROPERTY AREA:
176.51 ACRES

PRELIMINARY PLAT NOTES:
1. ALL EXISTING FIELD TILES SHALL BE EXPOSED, AND RE-ROUTED INTO PROPOSED STORMWATER MANAGEMENT SYSTEM.

STREET	CLASS	DESIGN SPEED	ROW WIDTH	PAVEMENT WIDTH	PAVEMENT THICKNESS
YORKSHIRE STREET	LOCAL	30 MPH	60'	29'	7"
BERKSHIRE LANE	LOCAL	30 MPH	60'-43'	29'	7"
HEMINGWAY DRIVE	COLLECTOR	30 MPH	66'	31'	8"
MCLURE STREET	LOCAL	30 MPH	60'	29'	7"
STRUB STREET	LOCAL	30 MPH	60'	29'	7"
SEVEN GAKS ROAD	COLLECTOR	30 MPH	60'-69'	29'-31'	8"
KINSEY STREET	LOCAL	30 MPH	60'	29'	7"
OSAGE LANE	LOCAL	30 MPH	60'	29'	7"
BERKSHIRE COURT	LOCAL	30 MPH	60'	29'	7"

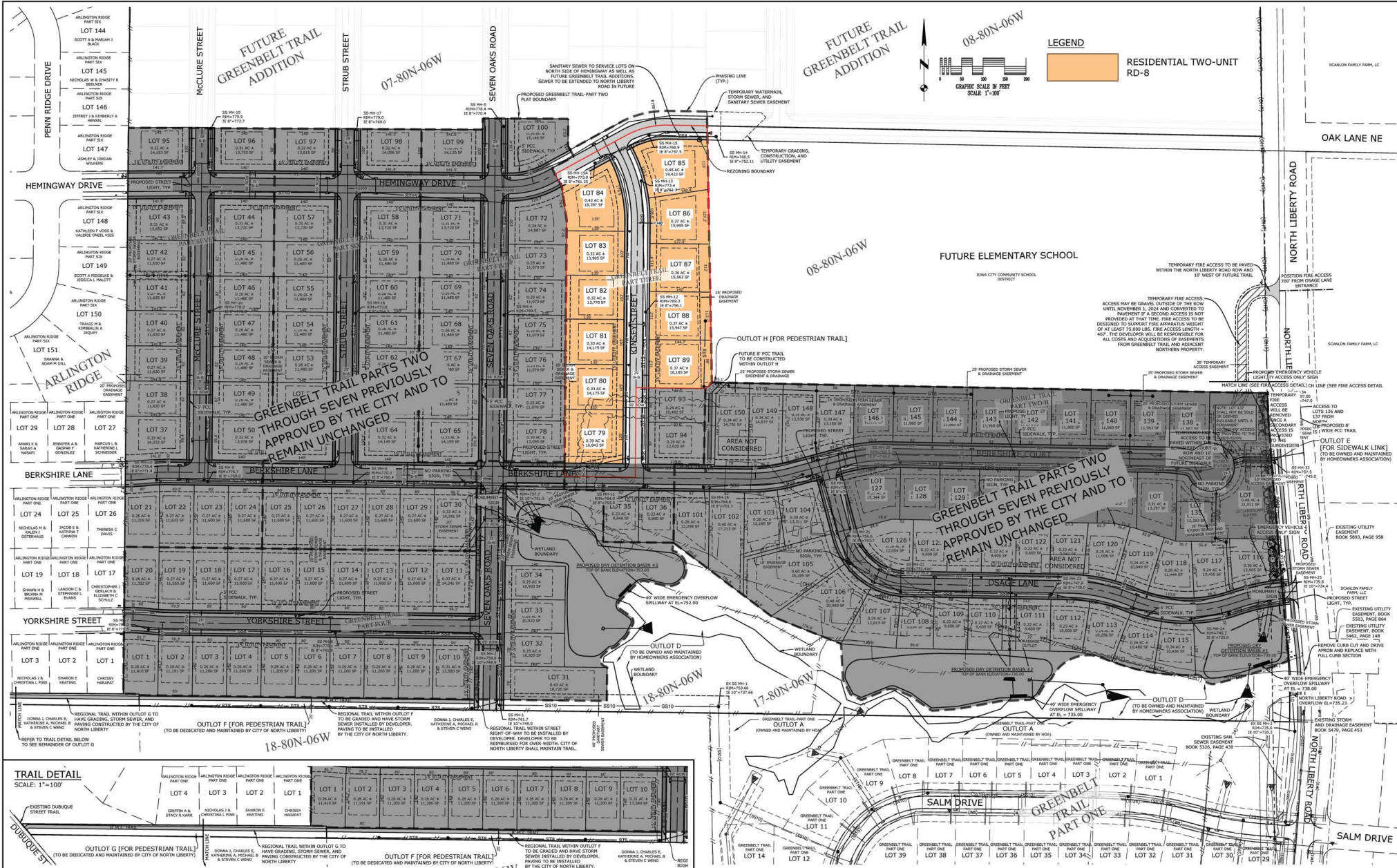
PLAT APPROVED BY THE CITY OF NORTH LIBERTY

CITY CLERK	DATE

CITY FILE NUMBER:
HALL & HALL ENGINEERS PROJECT NUMBER: 9249-GBT.2

Contact Person	JASON STONE, P.E.
Telephone Number	(319) 362-9548
Fax Number	(319) 362-7595
Mailing Address	1860 BOYSSON ROAD HIAWATHA, IA 52233
E-Mail Address	jason@halleng.com
Date Submitted	08/28/2023
Date Re-submitted	
Date Re-submitted	

REVISED PRELIMINARY PLAT FOR GREENBELT TRAIL SUBDIVISION - REVISED PART THREE

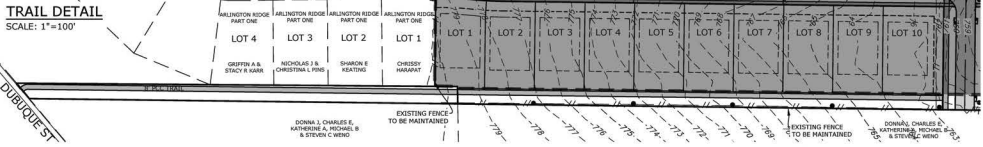
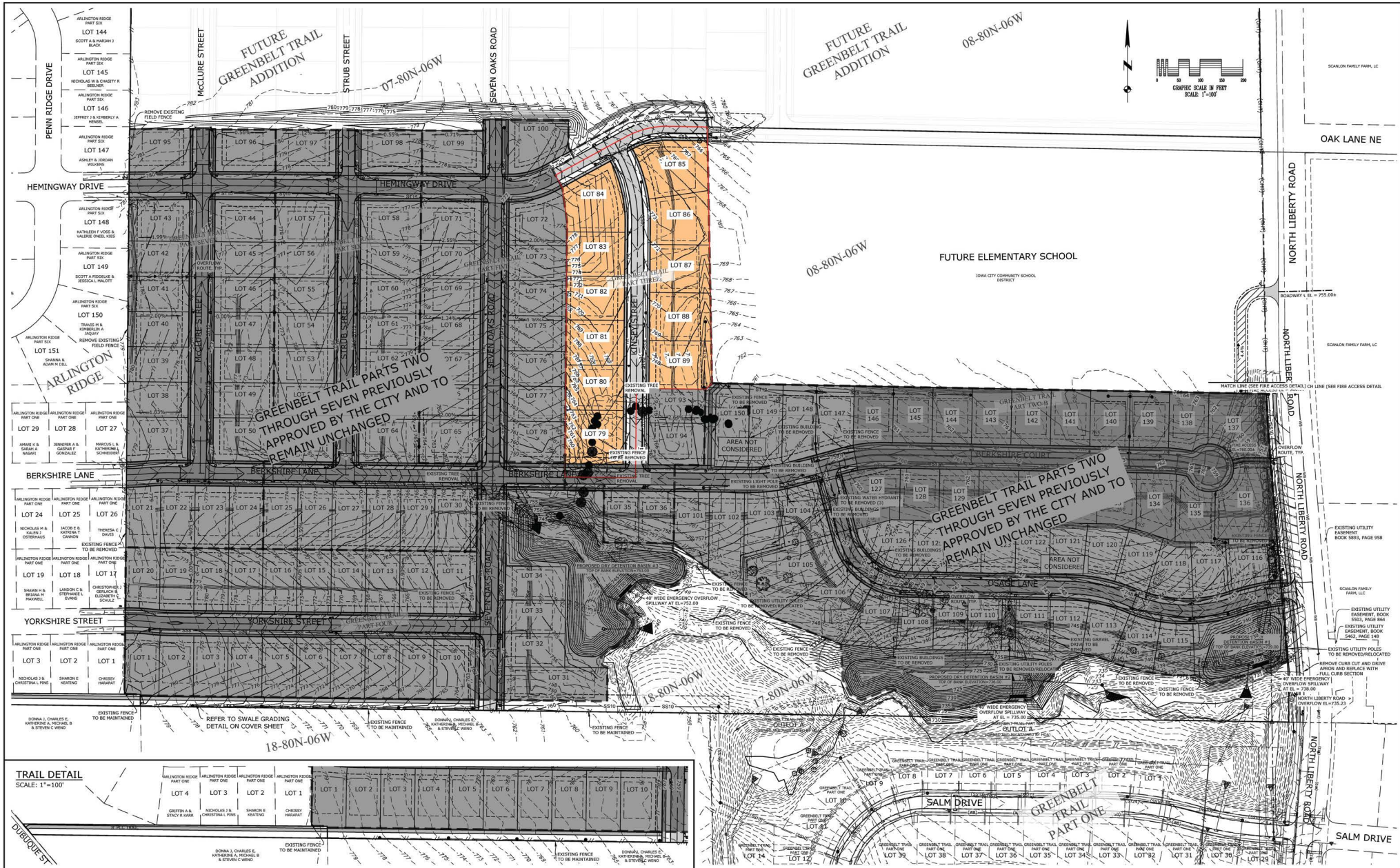


TRAIL DETAIL
SCALE: 1"=100'

EXISTING OVERHEAD STREET TRAIL	EXISTING OVERHEAD STREET TRAIL	EXISTING OVERHEAD STREET TRAIL	EXISTING OVERHEAD STREET TRAIL
LOT 4	LOT 3	LOT 2	LOT 1
LOT 1	LOT 2	LOT 3	LOT 4
LOT 5	LOT 6	LOT 7	LOT 8
LOT 9	LOT 10	LOT 11	LOT 12

DRAWN BY: JGS CHECKED BY: LMH APPROVED BY: DATE: 08-28-2023 FIELD BOOK: NO.	REVISION DESCRIPTION APPROVED DATE	GREENBELT TRAIL NORTH LIBERTY, IOWA 	HALL & HALL ENGINEERS, INC. Licensed as a Land Development Engineer Since 1955 1800 BOYSON ROAD, IOWA FALLS, IOWA 50505 PHONE: 515.330.8600 FAX: 515.330.8608 CIVIL ENGINEERING • LANDSCAPE ARCHITECTURE LAND SURVEYING • AND DEVELOPMENT PLANNING 	GREENBELT TRAIL SUBDIVISION REVISED PART THREE IN THE CITY OF NORTH LIBERTY, JOHNSON COUNTY, IOWA SCALE: 1"=100'	PRELIMINARY PLAN SHEET 1 PROJECT NO. 9749-GBT-2
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IOWA CITY PLANNING DEPARTMENT (9749-GBT-2) Scanline Estimate Greenbelt Trail Second Addition (9749-GBT-2) - Revised Part Three Date Plotted: Monday, August 28, 2023 11:35:25 AM Plotted By: Jason Stone



DRAWN BY: JES	NO.	REVISION DESCRIPTION	APPROVED	DATE
CHECKED BY: LMH				
APPROVED BY:				
DATE: 08-28-2023				
FIELD BOOK:				



HALL & HALL ENGINEERS, INC.
Established by Land Development Since 1955
1800 BOYDSON ROAD, INDIANAPOLIS, INDIANA 46225
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GREENBELT TRAIL SUBDIVISION
REVISED PART THREE
IN THE CITY OF NORTH LIBERTY, JOHNSON COUNTY, IOWA

GRADING PLAN
SCALE: 1"=100'
PROJECT NO. 9749-GBT-2

C:\Users\jason\OneDrive\Documents\9749-GBT-2_Schedule E Items Greenbelt Trail Revised Part Three.dwg Date Plotted: Monday, August 28, 2023 11:36:41 AM Plotted By: Jason Stone

Resolution No. 2023-119

**RESOLUTION APPROVING THE PRELIMINARY SUBDIVISION
PLAT FOR GREENBELT TRAIL SUBDIVISION REVISED PART
THREE, NORTH LIBERTY, IOWA**

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

WHEREAS, the owner and applicant, Greenbelt Trail, L.L.C. has filed with the City Clerk a revised preliminary subdivision plat described in Exhibit A which is attached hereto;

WHEREAS, the property is legally described as:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, SECTION 17 AND THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 8 AND THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, SECTION 18 AND THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, SECTION 7 ALL IN TOWNSHIP 80 NORTH, RANGE 6 WEST OF THE 5TH PRINCIPAL MERIDIAN, NORTH LIBERTY, JOHNSON COUNTY, IOWA DESCRIBED AS FOLLOWS:

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DESCRIBED PARCEL CONTAINS 5.28 ACRES..

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

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

Findings:

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

and did recommend that the revised preliminary plat described as Greenbelt Trail Subdivision Revised Part Three be approved with no conditions; and

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

NOW, THEREFORE, BE IT RESOLVED that the Preliminary Subdivision Plat for Greenbelt Trail Subdivision Revised Part Three is approved.

APPROVED AND ADOPTED this 10th day of October, 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



Solomon's Landing Part 2A

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

**DEVELOPER'S AGREEMENT
SOLOMON'S LANDING, PART TWO**

THIS AGREEMENT, made by and between the City of North Liberty, Iowa, a municipal corporation, hereinafter referred to as "City," and Pratt Real Estate Management, Inc., hereinafter referred to as "Developer."

SECTION 1. REQUEST FOR PLAT APPROVAL.

Developer has requested that the City approve the proposed final plat, attached hereto as Exhibit A and incorporated herein by reference, for the subdivisions known as Solomon's Landing Part Two (referred to herein as the "plat") for the real estate situated in North Liberty, Johnson County, Iowa, legally described as follows:

Beginning at the Northeast Corner of Outlot "B" of Solomon's Landing - Part One, to North Liberty, Iowa, in accordance with the Plat thereof Recorded in Plat Book 66 at Page 88 of the Records of the Johnson County Recorder's Office; Thence S01°14'54"E, along the East Line of said Outlot "B", 30.00 feet; Thence S88°45'29"W, along said East Line, 467.96 feet; Thence S80°57'47"W, along said East Line, 41.42 feet; Thence N22°06'32"W, 190.82 feet; Thence N67°53'28"E, 15.53 feet; Thence Northeasterly, 65.54 feet, along a 180.00 foot radius curve, concave Southeasterly, whose 65.17 foot chord bears N78°19'17"E; Thence N88°45'06"E, 473.36 feet; Thence Northeasterly, 39.27 feet, along a 25.00 foot radius curve, concave Northwesterly, whose 35.36 foot chord bears N43°45'06"E, to a Point on the East Line of Outlot "A" of said Solomon's Landing - Part One; Thence S01°14'54"E, along said East Line, 185.08 feet, to the Point of Beginning. Said Solomon's

Landing - Part Two contains 2.38 Acres, and is subject to easements and restrictions of record.

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

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

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

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

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

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

1. This Agreement has been fully executed by the Developer, filed with the City Clerk, and approved by the City Council;
2. All permits required by local, state, and federal law have been applied for and issued by the appropriate authority; and
3. Contingent upon the permitting requirements set forth in Paragraph 3 of this section being met, all necessary construction permits have been applied for and issued by the City.

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

SECTION 3. DEVELOPMENT REQUIREMENTS AND PROPERTY IMPROVEMENTS.

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

B. Public Improvement Standards.

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

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

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

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

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

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

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

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

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

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

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

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

1. Phasing. This Subdivision is a part of a multi-phased project, and shall be sequenced for the logical vehicular and pedestrian access to and within the subdivision and approved by the City prior to the initial set of construction plans being reviewed by the City Administrator.

2. Off-site easements will need to be provided prior to construction plan approval.

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

4. Temporary turnarounds. Developer agrees to construct a temporary emergency vehicle turnaround on the western terminus of Eisenhower Boulevard, consistent with the easements shown on the attached Exhibit B. The turnaround must be designed to support a fire apparatus weight of at least 75,000 pounds. After additional means for ingress and egress for fire apparatus vehicles as contemplated by Section D107.1 of the International Fire Code shall have been constructed and accepted by the City, the temporary emergency vehicle turnaround may be removed. The turnaround may be maintained as gravel until November 1, 2026. If the gravel turnaround is not removed in accordance with this paragraph prior to November 1, 2026, the Developer shall cause the turnaround to be converted to pavement. Such modification shall be made at the Developer's sole expense. Developer agrees that the obligations arising from this Section 3(D)(4) are not assignable to a homeowners association.

5. City shall, prior to or contemporaneously with final plat approval, vacate the existing drainage easement encroaching onto Lot 24 and described in Book 6357, Page 133 of the Office of the Recorder for Johnson County, Iowa.

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

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

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

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

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

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

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

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

Furthermore, the obligations shall remain on the Developer until completion by the Developer and until acceptance by the City, as provided by law.

SECTION 4. PUBLIC UTILITIES.

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

SECTION 5. EROSION CONTROL AND GRADING.

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

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

SECTION 6. PHASED DEVELOPMENT.

If the plat is a phase of a multi-phased preliminary plat, the City may refuse to approve final plats of subsequent phases if the Developer has breached this Agreement and the breach

has not been remedied. Development of subsequent phases will not be allowed to proceed until Developer's Agreements for such phases are approved by the City.

SECTION 7. PUBLIC IMPROVEMENTS AND ASSESSMENT WAIVER.

A. If all the public improvements and facilities as provided in this agreement are not installed and accepted by the City prior to approval of the final plat, the Developer is required to either deposit in escrow or file a surety bond with the City in the amount equal to the estimated costs of the public improvements and facilities plus ten percent prior to the approval of the final plat, as set forth in Section 180.11(8)(A)(2) of the Code of Ordinances. In any event, no building permits will be issued until all the public improvements and facilities are constructed and accepted by the City.

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

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

SECTION 8. ENGINEERING ADMINISTRATION AND CONSTRUCTION OBSERVATION.

A. The Developer shall submit to the City, for approval by the City Engineer, plans and specifications for the construction of improvements in the subdivision which have been prepared by a registered professional civil engineer. The Developer shall obtain approval of the construction plans and all necessary permits from the appropriate city, state and federal agencies before proceeding with construction. In addition, the Developer shall cause to have

its engineer provide adequate field inspection personnel to ensure that an acceptable level of quality control is maintained.

B. The Developer shall pay all costs of engineering administration, which will include review of the Developer's final construction plans and specifications, monitoring of construction, and consultation with the Developer and its engineer on the status, progress or other issues regarding the project. The Developer shall pay for the reasonable construction observation performed by the City staff or consulting City Engineer. Construction observation will consist of examination of proposed public utilities, street construction and other infrastructure improvements. The engineering administrative fee and construction observation fees to be paid by the Developer shall be determined by the City, in part based on the standard hourly fee schedule in effect between the City Engineer and the City on file at City Hall and in part based on standard fees for other staff members that perform the duties noted above. The City shall provide the appropriate supporting documentation for these fees upon request by the Developer.

SECTION 9. RELEASE.

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

SECTION 10. DEVELOPER'S OBLIGATION AND DEFAULT.

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

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

SECTION 11. AUTHORIZATION TO ENTER PREMISES.

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

SECTION 12. FEES.

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

SECTION 13. TIME OF PERFORMANCE.

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

SECTION 14. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

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

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

SECTION 15. NOTICES.

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

Pratt Real Estate Management, Inc.
c/o Brandon Pratt
75 Commercial Drive, Unit 916
North Liberty, IA 52317

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

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

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

SECTION 16. SUCCESSORS AND ASSIGNS.

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

DATED this ___ day of _____, 2023.

CITY OF NORTH LIBERTY, IOWA

PRATT REAL ESTATE MANAGEMENT, INC.

By: _____
Chris Hoffman, Mayor

By: _____
Brandon Pratt, President

ATTEST: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this ___ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Chris Hoffman and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk,

respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation; and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the ____ day of _____, 2023; and that Chris Hoffman and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this ____ day of _____, 2023, by Brandon Pratt as President of Pratt Real Estate Management, Inc., Developer.

Notary Public in and for the State of Iowa

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

DEVELOPER'S AGREEMENT EXHIBIT A SOLOMONS LANDING - PART TWO NORTH LIBERTY, JOHNSON COUNTY, IOWA



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

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

Date	Revision
08-15-2023	PIER GDM REVIEW - RLW
08-15-2023	PER CITY REVIEW

**DEVELOPER'S
AGREEMENT
EXHIBIT**

**SOLOMONS LANDING
PART TWO**

**NORTH LIBERTY
JOHNSON COUNTY
IOWA**

MMS CONSULTANTS, INC.

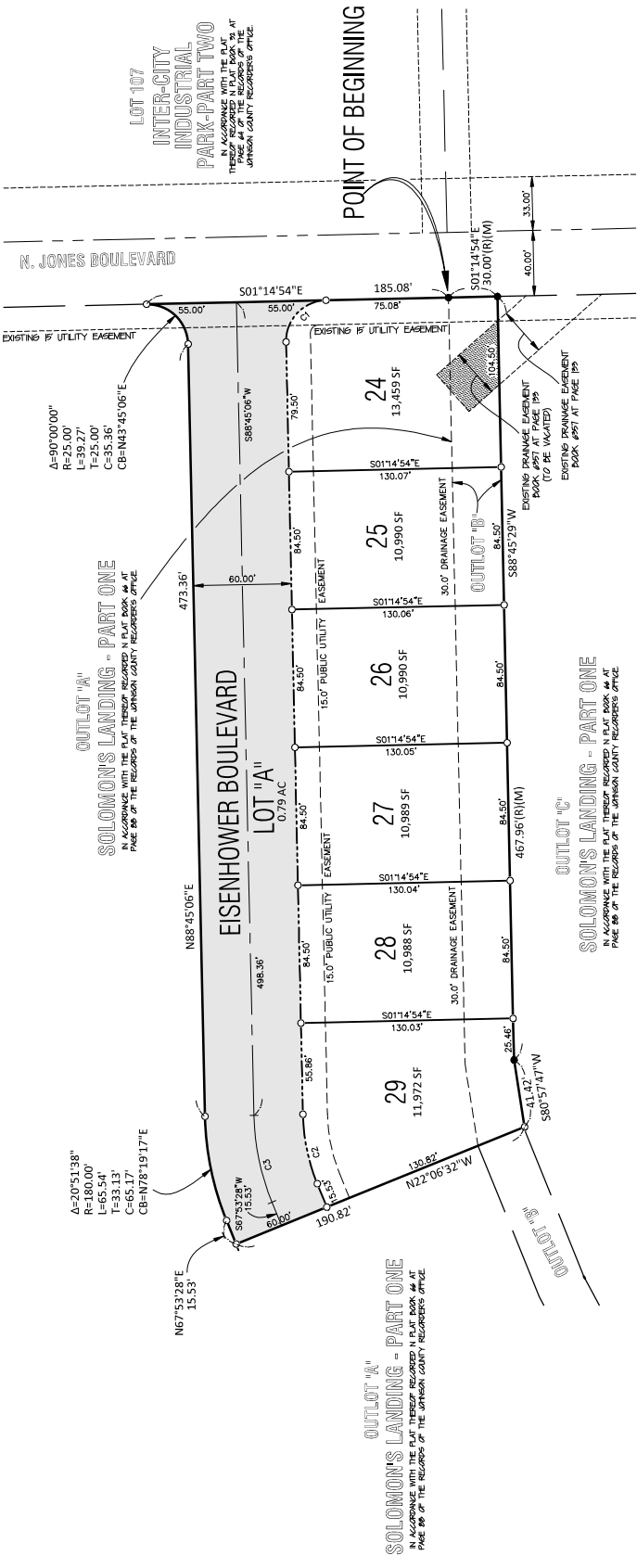
Designed by:	KJB	Field Book No.:	1373
Drawn by:	RLW	Scale:	1"=50'
Checked by:	RBN	Sheet No.:	1
Project No.:	IOWA CITY		
	11729-001		

LEGEND AND NOTES

- ▲ CONGRESSIONAL CORNER FOUND
- △ CONGRESSIONAL CORNER, REESTABLISHED
- CONGRESSIONAL CORNER, RECORDED LOCATION
- CONGRESSIONAL CORNER, UNRECORDED LOCATION
- PROPERTY CORNER SET
- (5/8" Iron Pin w/ yellow plastic LS Cap)
- (Set and marked with "MMS")
- "OT" "X"
- PROPERTY &/or BOUNDARY LINES
- CENTER LINE
- RIGHT-OF-WAY LINES
- CENTER LINE INTERNAL
- LOT LINES, PLATTED OR BY DEED
- EXISTING EASEMENT LINES, PURPOSE NOTED
- RECORDED DIMENSIONS
- RECORDED CURVE DATA
- CURVE SEGMENT NUMBER

UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDRETHS

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BEARING
C1	90°00'00"	25.00'	39.27'	25.00'	35.56'	N45°14'54"W
C2	205°13'58"	120.00'	43.69'	22.09'	43.45'	N78°19'17"E
C3	205°13'58"	150.00'	54.61'	27.61'	54.31'	S78°19'17"W



DESCRIPTION - SOLOMONS LANDING - PART TWO

Beginning at the Northeast Corner of Outlet "B" of Solomon's Landing - Part One, to North Liberty, Iowa, in accordance with the Plat thereof Recorded in Plat Book 66 at Page 88 of the Records of the Johnson County Recorder's Office; Thence S01°14'54"E, along the East Line of said Outlet "B", 30.00 feet; Thence S88°45'29"W, along said East Line, 467.96 feet; Thence S80°57'47"W, along said East Line, 41.42 feet; Thence N22°06'32"W, 190.82 feet; Thence N67°53'28"E, 15.53 feet; Thence N88°45'06"E, 473.36 feet; Thence N88°45'06"E, 473.36 feet; Thence N88°45'06"E, 473.36 feet; Thence N88°45'06"E, 473.36 feet; Thence N88°45'06"E, to a Point on the East Line of Outlet "A" of said Solomon's Landing - Part One; Thence S01°14'54"E, along said East Line, 185.08 feet, to the Point of Beginning. Said Solomon's Landing - Part Two contains 2.38 Acres, and is subject to easements and restrictions of record.

LOCATION:	SUBDIVIDER:
PORTIONS OF OUTLOT "A" AND OUTLOT "B" OF SOLOMONS LANDING - PART ONE LOCATED IN SECTION 11, TOWNSHIP 80 NORTH, RANGE 12 WEST OF THE 6TH RANGE, RANGE 12 WEST OF THE 6TH RANGE, NORTH LIBERTY, JOHNSON COUNTY, IOWA.	LAND DEVELOPMENT GROUP 1917 SOUTH GILBERT STREET IOWA CITY, IOWA 52240
LAND SURVEYOR:	SUBSIDERS ATTORNEY:
MMS CONSULTANTS, INC. P.L.S. 1917 SOUTH GILBERT STREET IOWA CITY, IOWA 52240 PHONE: 319-351-8282	TRAVIS PRAMA 425 E. CHAGALE BOULEVARD SUITE 201 IOWA CITY, IOWA 52241
DATE OF SURVEY:	PROPRIETOR OR OWNER:
08-26-2023	MMS CONSULTANTS, INC. 1917 SOUTH GILBERT STREET IOWA CITY, IOWA 52240 PHONE: 319-351-8282
	DOCUMENT RETURN INFORMATION:
	LAND SURVEYOR

[EXHIBIT "B" - MARK AND ATTACH OFF-SITE EASEMENTS]

EASEMENT EXHIBIT B SOLOMONS LANDING - PART TWO NORTH LIBERTY, JOHNSON COUNTY, IOWA



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

1917 S. GILBERT ST.
IOWA CITY, IOWA 52242
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Date	Revision
08-15-2023	PIER GDM REVIEW - RLW
08-15-2023	PER CITY REVIEW - JDM

EASEMENT EXHIBIT

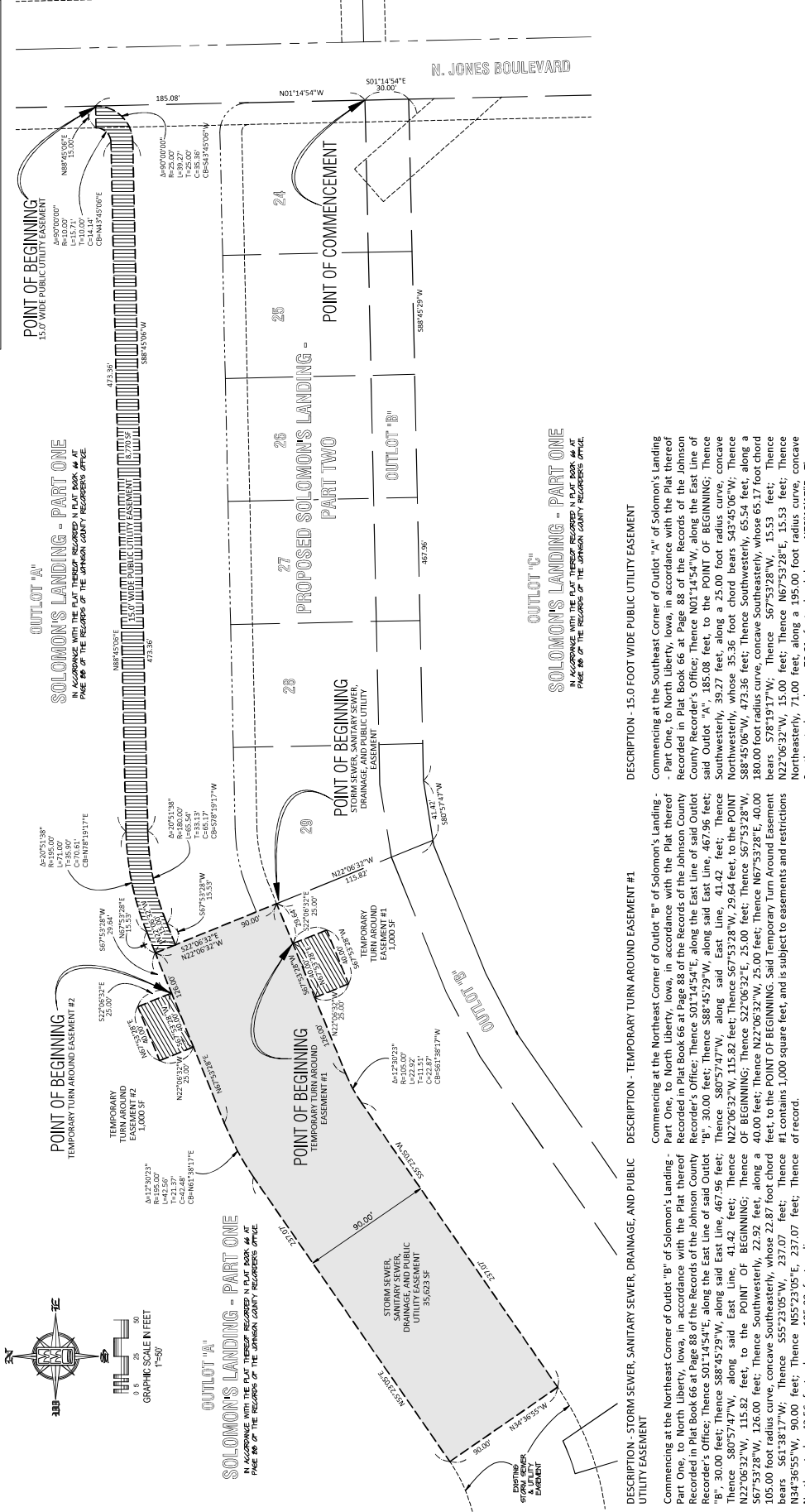
**NORTH LIBERTY
JOHNSON COUNTY
IOWA**

Project No.	11728-001
City	IOWA CITY
Sheet No.	1
Scale	1"=50'
Field Book No.	1373
Designed by	KJS
Drawn by	RLW
Checked by	RRE
Date	08-15-2023

LEGEND AND NOTES

	CONGREGATIONAL CORNER FOUND ON PLAT
	CONGREGATIONAL CORNER, RECORDED LOCATION
	PROPERTY CORNER(S), FOUND (on noted)
	PROPERTY CORNER(S), FOUND (not noted)
	5/8" x 1/4" iron pin, plastic LS Cap
	BOUNDARY LINE
	PROPERTY LINE
	CONGREGATIONAL SECTION LINES
	EASEMENT LINE
	LOT LINE
	INTERNAL EASEMENT LINE
	EASEMENT LINE, WIDTH & PURPOSE NOTED
	EXISTING EASEMENT LINE
	MEASURED DIMENSIONS
	CURVE SEGMENT NUMBER
	CURVE DIMENSION

UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS



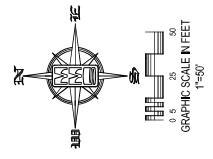
I hereby certify that this land surveying document was prepared and the field work was done in accordance with the laws of the State of Iowa. I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

RICHARD R. NOWATNY
P.L.S. Iowa Lic. No. 17916
My license renewal date is December 31, 20 ____.

Pages or sheets covered by this seal: _____

LOCATION:	A PORTION OF OUTLOT "A" OF SOLOMONS LANDING - PART ONE, LOCATED IN THE NORTHEAST QUARTER OF THE NORTH RANGE 1 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, JOHNSON COUNTY, IOWA.
LAND SURVEYOR:	MMS CONSULTANTS, INC. 1917 SOUTH GILBERT STREET NORTH LIBERTY, IOWA 52317 PHONE: 319-351-8282
DATE OF SURVEY:	08-26-2023
SUBMITTER:	TECH DEVELOPMENT GROUP NORTH LIBERTY, IOWA 52317
SUBMITTERS ATTORNEY:	FRANK L. FRANK 476 E. CAWDALE BOULEVARD SUITE 301 JOHNSONVILLE, IOWA 52041
PROPRIETOR OR OWNER:	MMS CONSULTANTS, INC. 1917 SOUTH GILBERT STREET NORTH LIBERTY, IOWA 52317 PHONE: 319-351-8282
DOCUMENT RETURN INFORMATION:	LAND SURVEYOR

FOR COUNTY RECORDER'S USE



SOLOMONS LANDING - PART ONE
IN ACCORDANCE WITH THE PLAT THEREOF RECORDED IN PLAT BOOK #4 AT PAGE 88 OF THE RECORDS OF THE JOHNSON COUNTY RECORDER'S OFFICE.

DESCRIPTION - STORM SEWER, SANITARY SEWER, DRAINAGE, AND PUBLIC UTILITY EASEMENT
Commencing at the Northeast Corner of Outlot "B" of Solomon's Landing - Part One, to North Liberty, Iowa, in accordance with the Plat thereof Recorded in Plat Book 66 at Page 88 of the Records of the Johnson County Recorder's Office; Thence S01°14'54"E, along the East Line of said Outlot "B", 30.00 feet; Thence S88°45'29"W, along said East Line, 467.96 feet; Thence S80°57'47"W, along said East Line, 41.42 feet; Thence N22°06'32"W, 115.82 feet, to the POINT OF BEGINNING; Thence S67°53'28"W, 126.00 feet, to the POINT OF BEGINNING; Thence N22°06'32"W, 25.00 feet, along a 105.00 foot radius curve, concave Southeast, whose 22.82 foot chord bears S61°38'17"W; Thence S55°23'05"W, 237.07 feet; Thence N34°36'55"W, 90.00 feet; Thence N55°23'05"W, 237.07 feet; Thence Southeast, whose 42.48 foot chord bears N61°38'17"E; Thence N67°53'28"E, 126.00 feet; Thence S22°06'32"E, 90.00 feet, to the POINT OF BEGINNING. Said Storm Sewer, Sanitary Sewer, Drainage, and Public Utility Easement contains 35,623 square feet, and is subject to easements and restrictions of record.

DESCRIPTION - TEMPORARY TURN AROUND EASEMENT #1
Commencing at the Northeast Corner of Outlot "B" of Solomon's Landing - Part One, to North Liberty, Iowa, in accordance with the Plat thereof Recorded in Plat Book 66 at Page 88 of the Records of the Johnson County Recorder's Office; Thence S01°14'54"E, along the East Line of said Outlot "B", 30.00 feet; Thence S88°45'29"W, along said East Line, 467.96 feet; Thence S80°57'47"W, along said East Line, 41.42 feet; Thence N22°06'32"W, 115.82 feet; Thence S67°53'28"W, 29.64 feet, to the POINT OF BEGINNING; Thence S22°06'32"E, 25.00 feet; Thence N67°53'28"E, 40.00 feet; Thence N22°06'32"W, 25.00 feet; Thence N67°53'28"E, 40.00 feet, to the POINT OF BEGINNING. Said Temporary Turn Around Easement #1 contains 1,000 square feet, and is subject to easements and restrictions of record.

DESCRIPTION - TEMPORARY TURN AROUND EASEMENT #2
Commencing at the Northeast Corner of Outlot "B" of Solomon's Landing - Part One, to North Liberty, Iowa, in accordance with the Plat thereof Recorded in Plat Book 66 at Page 88 of the Records of the Johnson County Recorder's Office; Thence S01°14'54"E, along the East Line of said Outlot "B", 30.00 feet; Thence S88°45'29"W, along said East Line, 467.96 feet; Thence S80°57'47"W, along said East Line, 41.42 feet; Thence N22°06'32"W, 115.82 feet; Thence S67°53'28"W, 29.64 feet; Thence N22°06'32"W, 25.00 feet; Thence S67°53'28"W, 29.64 feet, to the POINT OF BEGINNING; Thence N22°06'32"W, 25.00 feet; Thence N67°53'28"E, 40.00 feet; Thence S22°06'32"E, 25.00 feet; Thence N67°53'28"E, 40.00 feet, to the POINT OF BEGINNING. Said Temporary Turn Around Easement #2 contains 1,000 square feet, and is subject to easements and restrictions of record.

DESCRIPTION - 15.0 FOOT WIDE PUBLIC UTILITY EASEMENT
Commencing at the Southeast Corner of Outlot "A" of Solomon's Landing - Part One, to North Liberty, Iowa, in accordance with the Plat thereof Recorded in Plat Book 66 at Page 88 of the Records of the Johnson County Recorder's Office; Thence N01°14'54"W, along the East Line of said Outlot "A", 185.08 feet, to the POINT OF BEGINNING; Thence Northwest, whose 35.36 foot chord bears S43°45'06"W; Thence S88°45'06"W, 473.36 feet; Thence Southeast, whose 65.17 foot chord bears S78°19'17"W; Thence S67°53'28"W, 15.53 feet; Thence N22°06'32"W, 15.00 feet; Thence N67°53'28"E, 15.53 feet; Thence Southeast, whose 70.61 foot chord bears N78°19'17"E; Thence N88°45'06"E, 473.36 feet; Thence Northeast, whose 15.71 feet, along a 10.00 foot radius curve, concave Northwest, whose 14.14 foot chord bears N43°45'06"E; Thence N88°45'06"E, 15.00 feet, to the POINT OF BEGINNING. Said 15.0 Foot Wide Public Utility Easement contains 8,770 square feet, and is subject to easements and restrictions of record.

Resolution No. 2023-120

A RESOLUTION APPROVING THE DEVELOPER'S AGREEMENT FOR SOLOMON'S LANDING, PART TWO, NORTH LIBERTY, IOWA

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

WHEREAS, the terms and conditions for the development of Solomon's Landing, Part Two have been set forth in an Agreement between the City of North Liberty and Pratt Real Estate Management, Inc., and

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

NOW, THEREFORE, BE IT RESOLVED that that the Development Agreement between the City of North Liberty and Pratt Real Estate Management, Inc. is approved for Solomon's Landing, Part Two, North Liberty, Iowa

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

APPROVED AND ADOPTED this 10th day of October, 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



**Pratt Real Estate
Management, Inc. Zoning
Map Amendment**



September 5, 2023

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

Re: Request of Pratt Real Estate Management, Inc. for a zoning map amendment (rezoning) on approximately 1.59 acres from RS-9 Single-Unit Residence District to RD-10 Two-Unit Residence District. The property is located on the west side of North Jones Boulevard approximately 465 feet south of 240th Street.

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its September 5, 2023 meeting. The Planning Commission took the following action:

Finding:

1. The rezoning request from RS-9 Single-Unit Residence District to RD-10 Two-Unit Residence District would achieve consistency with the approval standards enumerated in Section 165.09 of the Zoning Code.

Recommendation:

The Planning Commission accepted the listed finding and forwards the request for zoning map amendment (rezoning) from RS-9 Single-Unit Residence District to RD-10 Two-Unit Residence District on approximately 1.59 acres to the City Council with a recommendation for approval.

The vote for approval was 5-0.

Jason Heisler, Vice Chairperson
City of North Liberty Planning Commission



To **City of North Liberty Planning Commission**
 From **Ryan Rusnak, AICP**
 Date **September 1, 2023**
 Re **Request of Pratt Real Estate Management, Inc. for a zoning map amendment (rezoning) on approximately 1.59 acres from RS-9 Single-Unit Residence District to RD-10 Two-Unit Residence District. The property is located on the west side of North Jones Boulevard approximately 465 feet south of 240th Street.**

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

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

1. Request Summary:

The request proposes to rezone a portion of the proposed Solomon’s Landing development to allow Single-Unit Zero Lot Line Dwellings.



2. Current and Proposed Zoning:

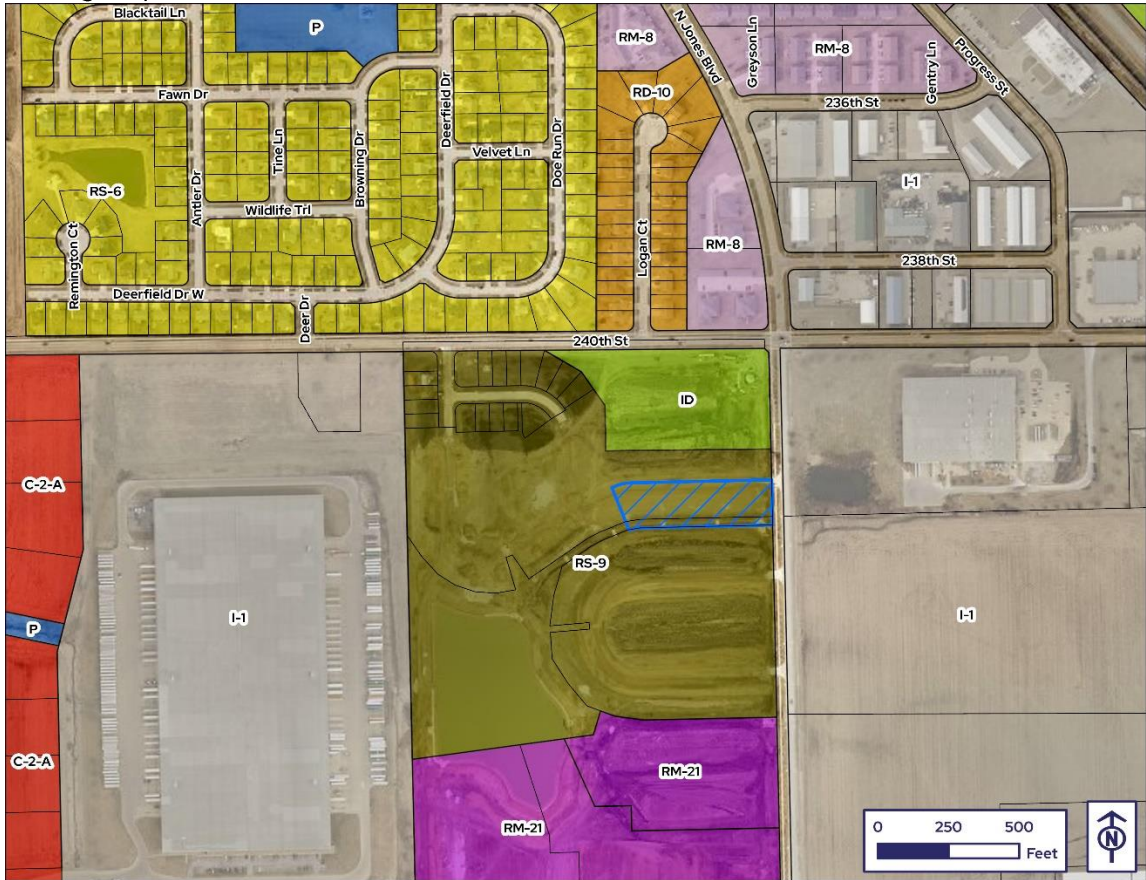
Current Zoning

RS-9 Single-Unit Residence District. The RS-9 District is intended to provide for and maintain high-density single-unit residential neighborhoods. Limited non-residential uses that are compatible with the surrounding residential neighborhoods may be permitted in the RS-9 District.

Proposed Zoning

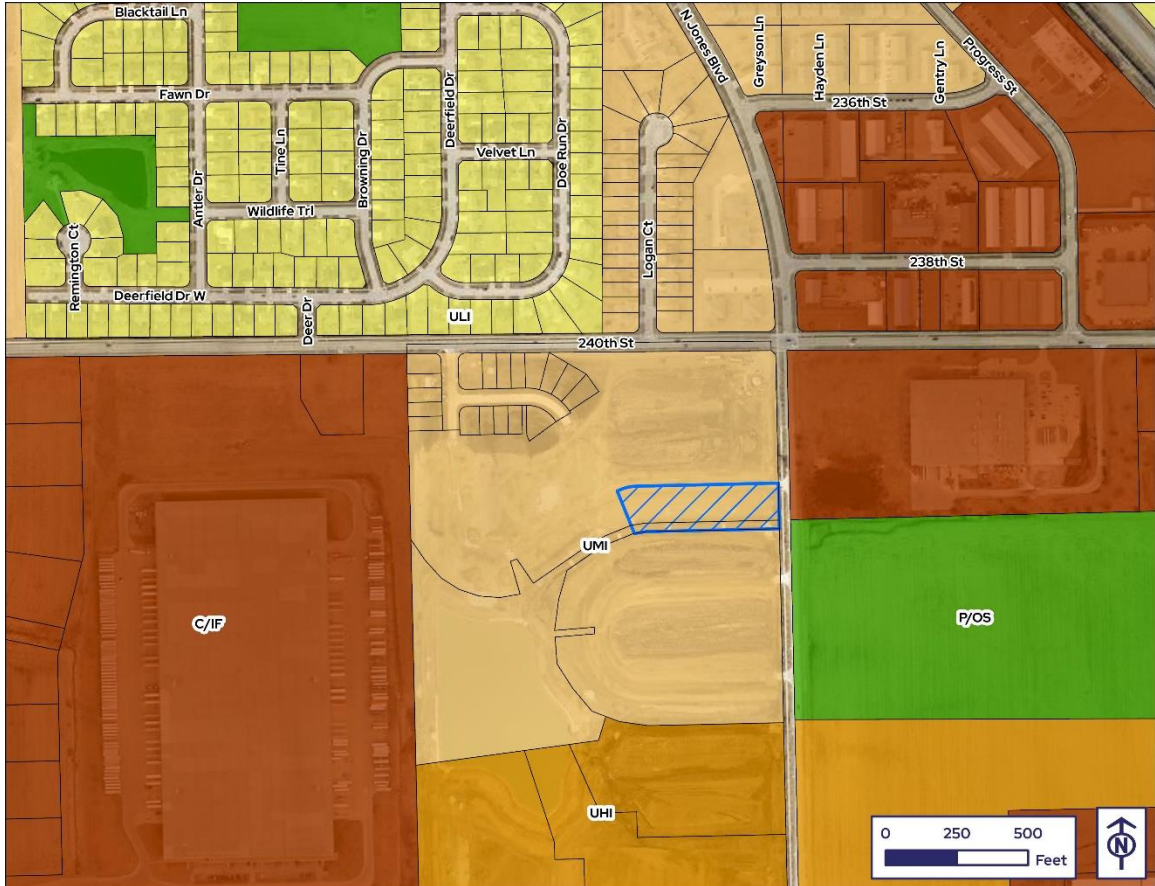
RD-10 Two-Unit Residence District. The RD-10 District is intended to allow for attached single-unit dwellings joined together on a common boundary line with a common wall between the units. Limited non-residential uses that are compatible with the surrounding residential neighborhoods may be permitted in the RD-10 District.

Zoning Map



3. Consistency with Comprehensive Plan Land Use Designation: Urban Medium Intensity.

Future Land Use Map (FLUM)



Urban Medium Intensity Description

More variety in housing arrangements and more allowance for activity areas that draw people from outside the immediate area for services or recreation. Increased intensity (compared to ULI) improves opportunities for economic activity and social interaction. Medium intensity areas include mostly a horizontal mix of residential and non-residential uses at compatible moderate densities and scale, although there may be opportunities for vertical mixed-use.

Residential

Uses include a variety of housing types that may be on smaller lots. Housing mix can include single-family detached homes, duplexes, townhomes, and multifamily buildings to create integrated neighborhoods.

Form and Features

- » General aggregate development density of 7 to 14 dwelling units per acre. Innovative designs should allow more public spaces than ULI.
- » Attached housing developments maintain the identity of the individual housing units.
- » High connectivity with multiple access points into neighborhoods. As compared to ULI, UMI encourages closer proximity between transportation, housing, and commercial services.

4. Public Input:

A virtual good neighbor meeting was held on July 18, 2023. City staff, one member of the Planning Commission and the applicant attended the meeting. There are no formal objections to the request.

5. Analysis of the Request

Section 165.09(4)(D)(1) of the Zoning Ordinance sets for the approval standards for zoning maps amendments.

Approval Standards. The Planning Commission recommendation and the City Council decision on any zoning text or map amendment is a matter of legislative discretion that is not controlled by any particular standard. However, in making their recommendation and decision, the Plan Commission and the City Council must consider the following standards. The approval of amendments is based on a balancing of these standards (staff commentary in italics).

Map Amendments.

- (a) The consistency of the proposed amendment with the Comprehensive Plan and any adopted land use policies.

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

Figure 3.4: Land Use Compatibility

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

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

The RD-10 zoning allows a lot size of 4,500 square feet per dwelling unit (9.68 units/acre). It is staff’s opinion that the zoning map amendment would achieve consistency with the Comprehensive Plan and adopted land use policies.

(b) The compatibility with the zoning of nearby property.
The surrounding properties within the Solomon's Landing development are zoned RS-9, which allows a lot size of 4,500 square feet per dwelling unit. It is staff's opinion that the proposed zoning would be compatible with the area.

(c) The compatibility with established neighborhood character.
It is staff's opinion that the proposed zoning would be compatible with established neighborhood character.

(d) The extent to which the proposed amendment promotes the public health, safety, and welfare of the City.
It is staff's opinion that the proposed zoning would promote the public health, safety, and welfare of the City.

(e) The suitability of the property for the purposes for which it is presently zoned, i.e. the feasibility of developing the property in question for one or more of the uses permitted under the existing zoning classification.
The RS-9 District allows for single-unit homes on smaller lots. While the property can be developed with the existing zoning, the developer is seeking this change to allow two-unit dwellings.

(f) The extent to which the proposed amendment creates nonconformities.
It is staff's opinion that the proposed zoning would not create any nonconformities.

6. Additional Considerations:

A similar zoning map amendment to RD-10 has been submitted for the portion of the development north of the subject property.

7. Staff Recommendation:

Finding:

1. The rezoning request from RS-9 Single-Unit Residence District to RD-10 Two-Unit Residence District would achieve consistency with the approval standards enumerated in Section 165.09 of the Zoning Code.

Recommendation:

Staff recommends the Planning Commission accept the listed finding and forward the request for zoning map amendment (rezoning) from RS-9 Single-Unit Residence District to RD-10 Two-Unit Residence District on approximately 1.59 acres to the City Council with a recommendation for approval.

Suggested motion:

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

Ordinance No. 2023-22

AN ORDINANCE AMENDING THE ZONING MAP DISTRICT DESIGNATION FOR CERTAIN PROPERTY LOCATED IN NORTH LIBERTY, IOWA FROM RS-9 SINGLE-UNIT RESIDENCE DISTRICT TO RD-10 TWO-UNIT RESIDENCE DISTRICT

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

SECTION 1. AMENDMENT. The Official Zoning Map incorporated in Chapter 168.01(2) of the North Liberty Code of Ordinances is hereby amended by designating the zoning district for 1.59 acres, more or less, as RD-10 Two-Unit Residence District for property particularly described as follows:

Beginning at the Northeast Corner of Outlot "B" of Solomon's Landing - Part One, to North Liberty, Iowa, in accordance with the Plat thereof Recorded in Plat Book 66 at Page 88 of the Records of the Johnson County Recorder's Office; Thence S01°14'54"E, along the East Line of said Outlot "B", 33.00 feet; Thence S88°45'29"W, along said East Line, 467.96 feet; Thence S80°57'47"W, along said East Line, 41.42 feet; Thence N22°06'32"W, 130.82 feet; Thence N67°53'28"E, 15.53 feet; Thence Northeasterly, 43.69 feet, along a 120.00 foot radius curve, concave Southeasterly, whose 43.45 foot chord bears N78°19'17"E; Thence N88°45'06"E, 478.36 feet; Thence Southeasterly, 31.42 feet, along a 20.00 foot radius curve, concave Southwesterly, whose 28.28 foot chord bears S46°14'54"E, to a Point on the East Line of Outlot "A" of said Solomon's Landing - Part One; Thence S01°14'54"E, along said East Line, 80.08 feet, to the Point of Beginning. Said Rezoning Parcel contains 1.59 acres, and is subject to easements and restrictions of record;

SECTION 2. CONDITIONS IMPOSED. At the September 5, 2023, meeting the Planning Commission accepted the listed finding and forwarded the request for a zoning map amendment to the City Council with a recommendation for approval with no conditions.

SECTION 3. ZONING MAP. It is hereby authorized and directed that the Zoning Map of the City of North Liberty, Iowa, be changed to conform to this amendment upon final passage, approval and publication of this ordinance as provided by law.

SECTION 4. RECORDATION. The City Clerk is hereby authorized and directed to record this ordinance at the Johnson County Recorder's office upon final passage and approval.

SECTION 5. REPEALER. All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 6. SCRIVENER'S ERROR. The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Clerk or the Clerk's designee without further public hearing.

SECTION 7. SEVERABILITY. If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

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

First reading on September 12, 2023.
Second reading on September 26, 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 No. 2023-22 in *The Gazette* on the ____ of _____, 2023.

TRACEY MULCAHEY, CITY CLERK



**Pratt Real Estate
Management, Inc. Zoning
Map Amendment and
Preliminary Subdivision
Plat PAD**



September 5, 2023

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

Re: Request of Pratt Real Estate Management, Inc. for a zoning map amendment (rezoning) on approximately 6.24 acres from ID Interim Development District and RS-9 Single-Unit Residence District to RD-10 PAD Two-Unit Residence District Planned Area Development and a Preliminary Subdivision Plat for a 24-lot subdivision on approximately 6.24 acres. The property is located at the southwest corner of North Jones Boulevard 240th Street.

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its September 5, 2023 meeting. The Planning Commission took the following action:

Findings:

1. The rezoning request from RS-9 Single-Unit Residence District to RD-10 PAD Two-Unit Residence District Planned Area Development would achieve consistency with the zoning map amendment approval standards enumerated in Section 165.09 of the Zoning Code;
2. The site plan, with certain requirements modified, would achieve consistency with North Liberty Code of Ordinances Section 165.05(2) entitled, "Preliminary Site Plan Review", and other Code of Ordinance requirements;
3. The preliminary plat, with certain conditions modified, would achieve consistency with Section 180.11(3)(A) and 180.12 of the North Liberty Code of Ordinances, which sets forth the preliminary subdivision plat submittal requirements and design standards, respectively.

Recommendation:

The Planning Commission accepted the listed findings and forwards the request for a zoning map amendment (rezoning) on approximately 6.24 acres from ID Interim Development District and RS-9 Single-Unit Residence District to RD-10 PAD Two-Unit Residence District Planned Area Development and a Preliminary Subdivision Plat for a 24-lot subdivision on approximately 6.24 acres to the City Council with a recommendation for approval.

The vote for approval was 5-0.

Jason Heisler, Vice Chairperson
City of North Liberty Planning Commission



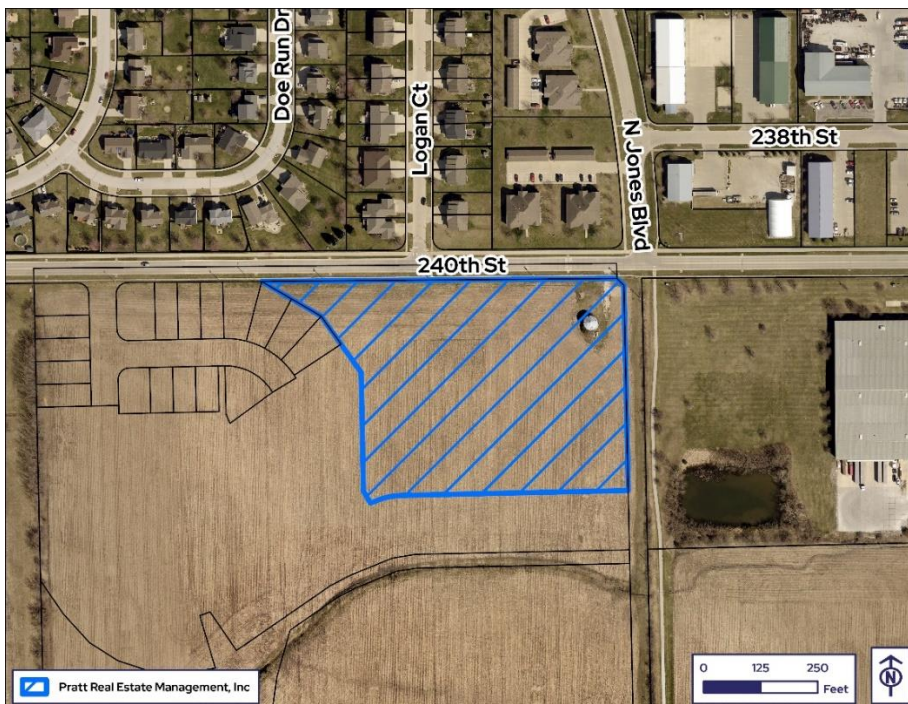
To **City of North Liberty Planning Commission**
 From **Ryan Rusnak, AICP**
 Date **September 1, 2023**
 Re **Request of Pratt Real Estate Management, Inc. for a zoning map amendment (rezoning) on approximately 6.24 acres from ID Interim Development District and RS-9 Single-Unit Residence District to RD-10 PAD Two-Unit Residence District Planned Area Development and a Preliminary Subdivision Plat for a 24-lot subdivision on approximately 6.24 acres. The property is located at the southwest corner of North Jones Boulevard 240th Street.**

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

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

1. Request Summary:

The purpose of the request is to incorporate 48 single-unit zero lot line dwellings into the Solomon’s Landing development. The Planned Area Development is being requested to allow a reduction in minimum lot size, reduce minimum setbacks and to allow access from a private street.



2. Current and Proposed Zoning:

Current Zoning

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

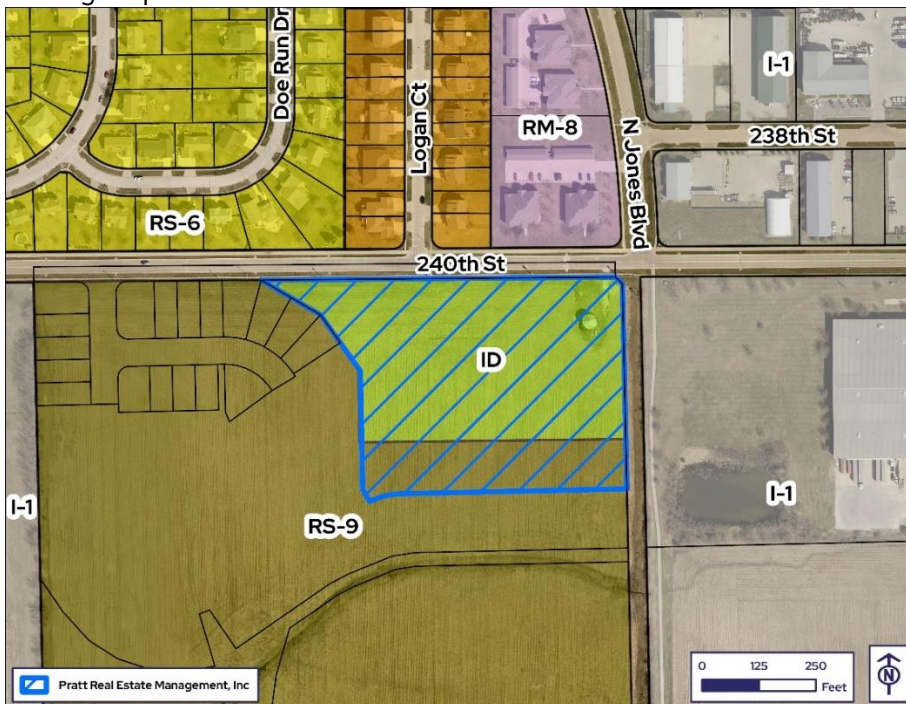
RS-9 Single-Unit Residence District. The RS-9 District is intended to provide for and maintain high-density single-unit residential neighborhoods. Limited non-residential uses that are compatible with the surrounding residential neighborhoods may be permitted in the RS-9 District.

Proposed Zoning

RD-10 Two-Unit Residence District. The RD-10 District is intended to allow for attached single-unit dwellings joined together on a common boundary line with a common wall between the units. Limited non-residential uses that are compatible with the surrounding residential neighborhoods may be permitted in the RD-10 District.

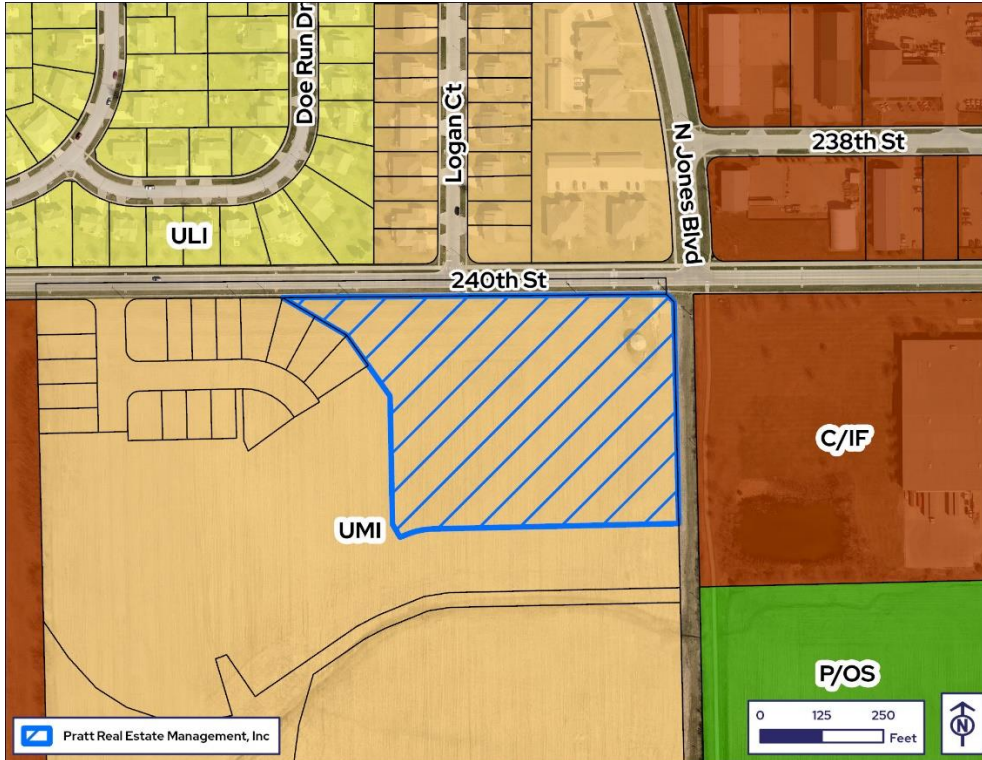
PAD Planned Area Development Overlay District. The PAD District is intended to encourage innovation and flexibility in planning the development of land so development is compatible with the site's physical and environmental characteristics. This district allows for flexibility in district requirements.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

Zoning Map



3. Consistency with Comprehensive Plan Land Use Designation: Urban Medium Intensity.

Future Land Use Map



Urban Medium Intensity Description

More variety in housing arrangements and more allowance for activity areas that draw people from outside the immediate area for services or recreation. Increased intensity (compared to ULI) improves opportunities for economic activity and social interaction. Medium intensity areas include mostly a horizontal mix of residential and non-residential uses at compatible moderate densities and scale, although there may be opportunities for vertical mixed-use.

Residential

Uses include a variety of housing types that may be on smaller lots. Housing mix can include single-family detached homes, duplexes, townhomes, and multifamily buildings to create integrated neighborhoods.

Form and Features

- » General aggregate development density of 7 to 14 dwelling units per acre. Innovative designs should allow more public spaces than ULI.
- » Attached housing developments maintain the identity of the individual housing units.
- » High connectivity with multiple access points into neighborhoods. As compared to ULI, UMI encourages closer proximity between transportation, housing, and commercial services.

4. Public Input:

A virtual good neighbor meeting was held on August 22, 2023. City staff, one member of the Planning Commission and the applicant attended the meeting. There are no formal objections to the request.

5a. Zoning Map Approval Standards:

Section 165.09(4)(D)(1) of the Zoning Ordinance sets for the approval standards for zoning maps amendments.

Approval Standards. The Planning Commission recommendation and the City Council decision on any zoning text or map amendment is a matter of legislative discretion that is not controlled by any particular standard. However, in making their recommendation and decision, the Plan Commission and the City Council must consider the following standards. The approval of amendments is based on a balancing of these standards (staff commentary in italics).

Map Amendments.

- (a) The consistency of the proposed amendment with the Comprehensive Plan and any adopted land use policies.

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

Figure 3.4: Land Use Compatibility

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

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

The proposed development would allow 48 units on 6.24 acres (7.24 units/acre). It is staff's opinion that the zoning map amendment would achieve consistency with the Comprehensive Plan and adopted land use policies.

- (b) The compatibility with the zoning of nearby property. *The surrounding properties within the Solomon's Landing development are zoned RS-9, which allows a lot size of 4,500 square feet per dwelling unit. It is staff's opinion that the proposed zoning would be compatible with the area.*

(c) The compatibility with established neighborhood character.
It is staff's opinion that the proposed zoning would be compatible with established neighborhood character.

(d) The extent to which the proposed amendment promotes the public health, safety, and welfare of the City.
It is staff's opinion that the proposed zoning would promote the public health, safety, and welfare of the City.

(e) The suitability of the property for the purposes for which it is presently zoned, i.e. the feasibility of developing the property in question for one or more of the uses permitted under the existing zoning classification.
The ID District is intended to preserve existing agriculture and other non-intensive uses to prevent premature development and non-orderly encroachment of higher intensity urban uses, and to help guide urban growth into suitable areas. Staff is unaware of any active agricultural use on the property.

(f) The extent to which the proposed amendment creates nonconformities.
It is staff's opinion that the proposed zoning would not create any nonconformities.

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

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

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

Notably, the crosswalk at Logan Court will need to be removed or relocated. The ramp at the northeast corner of Logan Court will need to be modified. This will be reviewed during review of the subdivision construction plans.



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

Requirements for All Districts (ordinance language in *italics* and staff analysis in **bold**).

- *Building design shall be visually harmonious and compatible with the neighborhood character.*
- *Buildings located on property with double frontages shall have similar wall design facing both streets.*
- *Except in the R-MH district, a minimum roof pitch of 5:12 shall apply to gable, hip, or shed roofs and there shall be a minimum roof overhang at the eaves of 12 inches. This does not apply to portions of a roof that are separate from the structure's primary roof. Metal roofs shall not be corrugated or similar appearance. The color of the roof shall be visually harmonious and compatible with the building color scheme.*

5b. Preliminary Plat Approval Standards:

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

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

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

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

This has been provided on the Preliminary Plat.

(2) Name of proposed subdivision and date;

This has been provided on the Preliminary Plat.

(3) Legal description and acreage;

This has been provided on the Preliminary Plat.

(4) Name and address of owner;

This has been provided on the Preliminary Plat.

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

This has been provided on the Preliminary Plat.

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

Staff is not requiring this information on the Preliminary Plat.

(7) North point and graphic scale;

This has been provided on the Preliminary Plat.

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

This has been provided on the Preliminary Plat.

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

This has been provided on the Preliminary Plat.

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

This has been provided on the Preliminary Plat.

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

This has been provided on the Preliminary Plat.

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

This has been provided on the Preliminary Plat.

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

This has been provided on the Preliminary Plat.

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

This has been provided on the Preliminary Plat.

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

This has been provided on the Preliminary Plat.

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

This has been provided on the Preliminary Plat.

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

This has been provided on the Preliminary Plat.

(18) *Stormwater management facilities when applicable;*

This has been provided on the Preliminary Plat.

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

This information has been provided.

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

None required.

6. Additional Considerations:

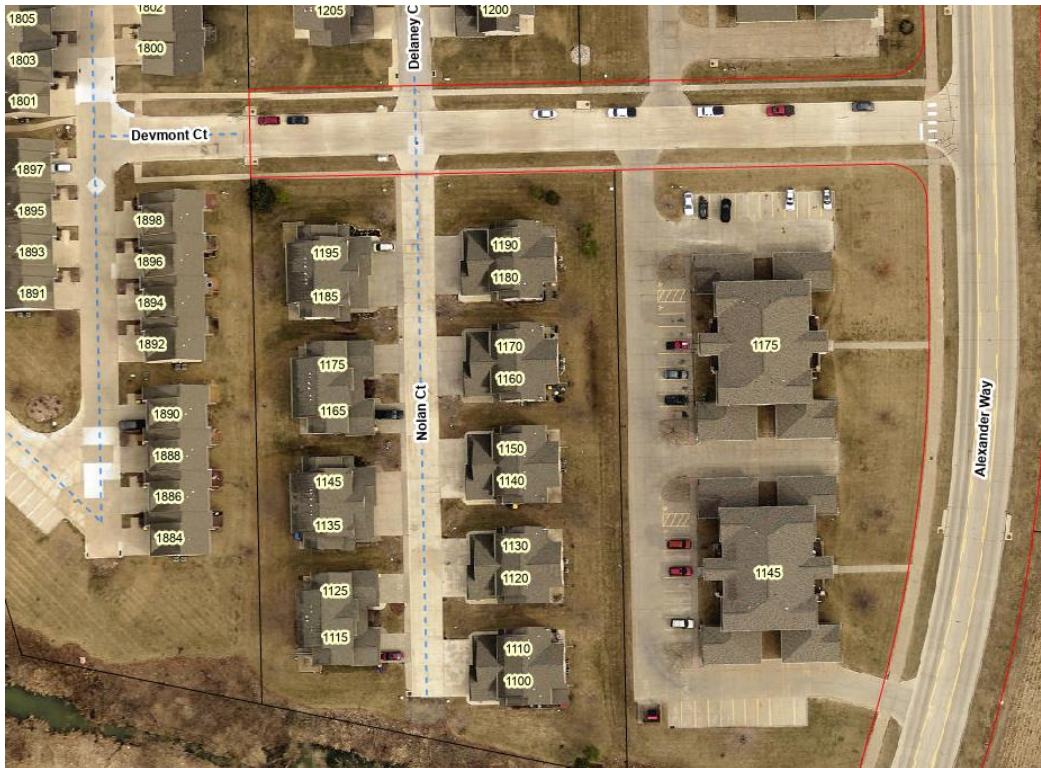
PAD waivers requested:

1. Allow the proposed development on private streets.
2. Reduction to the minimum lot size of 9,000 square feet per lot.
3. Reduction to the minimum lot frontage of 35 feet.
4. Reduction to the minimum lot width of 80 feet.
5. Reduction to the minimum front and corner side yard setback of 25 feet (on a private street).
6. Reduction to the minimum rear yard setback of 30 feet.

Section 180.12(8)(A) of the Subdivision Ordinance reads:

Private streets in single family residential areas are not allowed.

Staff has taken the position that this applies to RD Districts, which permit "single-unit zero lots line dwellings. Notably, this requirement is only applicable due to the desire to subdivide the property into individual lots. Below is a similar style of development on Nolan Court, which is a private street. However, it is a condominium, and therefore, was permitted as an RM – Multi-Unit Residential development.



It's unclear why the Zoning and Subdivision Ordinance doesn't support this type of development. Staff intends to explore allowing this type of development without the need for PAD.

7. Staff Recommendation:

Findings:

1. The rezoning request from RS-9 Single-Unit Residence District to RD-10 PAD Two-Unit Residence District Planned Area Development would achieve consistency with the zoning map amendment approval standards enumerated in Section 165.09 of the Zoning Code;
2. The site plan, with certain requirements modified, would achieve consistency with North Liberty Code of Ordinances Section 165.05(2) entitled, "Preliminary Site Plan Review", and other Code of Ordinance requirements;
3. The preliminary plat, with certain conditions modified, would achieve consistency with Section 180.11(3)(A) and 180.12 of the North Liberty Code of Ordinances, which sets forth the preliminary subdivision plat submittal requirements and design standards, respectively.

Recommendation:

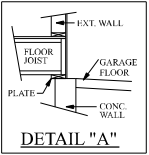
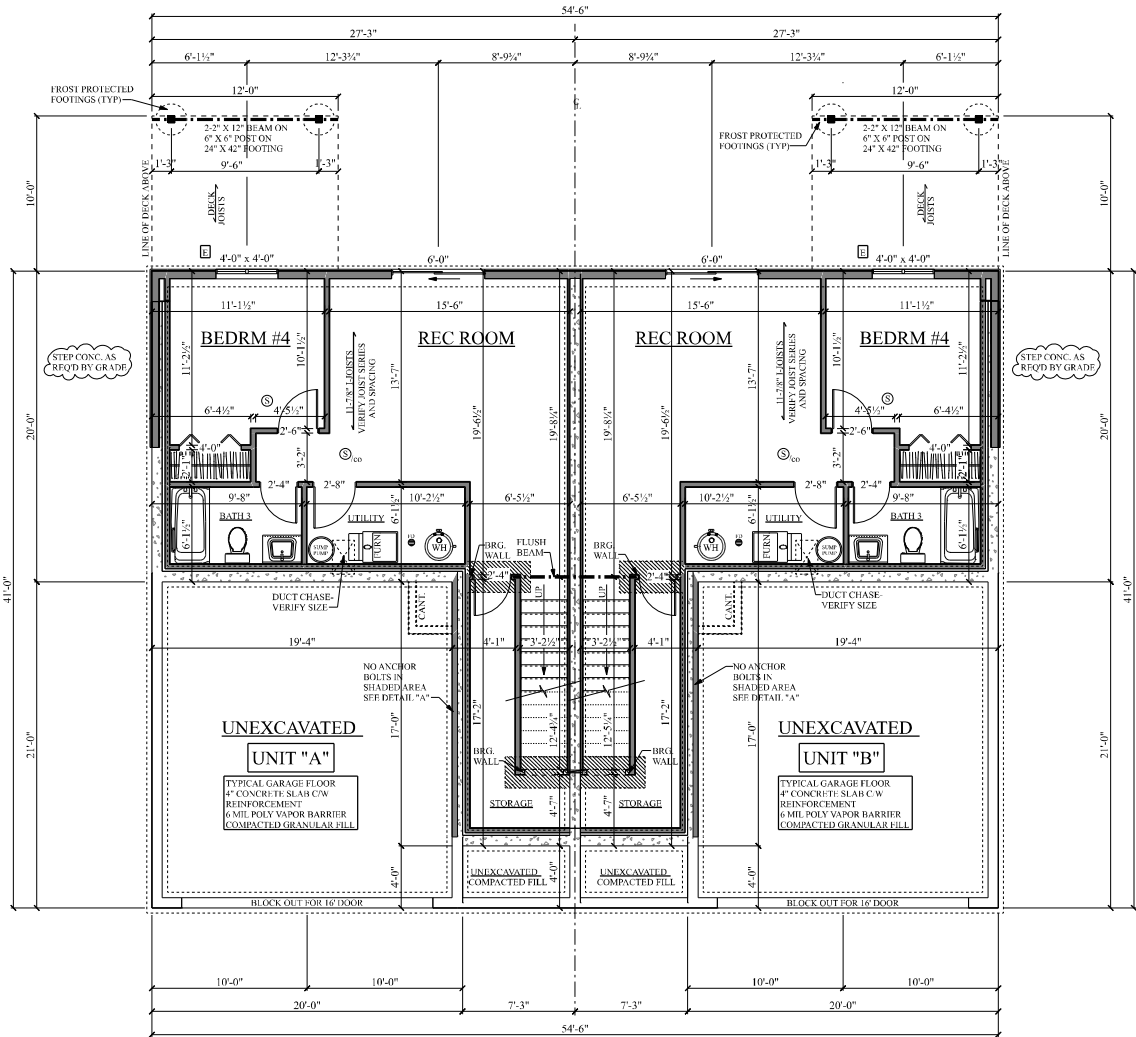
Staff recommends the Planning Commission accept the three listed findings and forward the request for a zoning map amendment (rezoning) on approximately 6.24 acres from ID Interim Development District and RS-9 Single-Unit Residence District to RD-10 PAD Two-Unit Residence District Planned Area Development and a Preliminary Subdivision Plat for a 24-lot subdivision on approximately 6.24 acres to the City Council with a recommendation for approval.

Suggested motion:

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







FUTURE FINISHED AREA 474 SQ. FT.

- GENERAL NOTES**
- DESIGN LOAD FACTORS.
FLOOR AREAS - 55 TOTAL LBS. SQ. FT.
ROOF TRUSSES - 50 TOTAL LBS. SQ. FT.
 - VERIFY ALL EXTERIOR WALLS - UNLESS NOTED.
ALL INTERIOR WALLS ARE 2 X 4 - UNLESS NOTED.
 - 8'-0" CONC. WALL HEIGHT - UNLESS NOTED.
 - VERIFY ALL HEADER SIZES OVER ALL EXTERIOR LOAD BEARING OPENINGS.
 - EXTERIOR WALL DIMENSIONS ARE OUTSIDE TO OUTSIDE OF STUD. INTERIOR DIMENSIONS ARE INSIDE TO INSIDE OF STUD.
 - WHILE EVERY ATTEMPT HAS BEEN MADE IN THE PREPARATION OF THIS PLAN TO AVOID MISTAKES, THE DESIGNER CANNOT GUARANTEE AGAINST HUMAN ERROR. THE OWNER, CONTRACTOR ON THE JOB MUST CHECK ALL DIMENSIONS AND DETAILS AND MUST BE RESPONSIBLE FOR SAME.
 - TRUSS SUPPLIERS ARE TO HAVE FINAL SAY ON ROOF/FLOOR LAYOUT AND INTEGRITY.
 - SMOKE DETECTORS
 - SMOKE DETECTORS W/ CO. DETECTOR
 - EGRESS WINDOW
 - EXHAUST FAN
 - VERIFY ALL LOCAL BUILDING CODES.

- NOTES**
- INTERIOR DOORS ON NO - STEP LEVEL WITH 38" ROUGH FRAMING WIDTH. FINISHED DOORS MAY BE SMALLER.
 - WALL SWITCHES, OUTLETS, HEATING CONTROLS TO BE 15" MIN. TO 48" MAX. ABOVE FLOOR.
 - ELECTRICAL PANEL W/ BRANCH CIRCUIT BREAKERS BETWEEN 18" MIN. AND 54" MAX. ABOVE FLOOR.
 - PROVIDE WALL REINFORCEMENT FOR GRAB BARS IN BATHROOMS.
 - EXTERIOR DECK AND PATIO SURFACES ON THE NO - STEP LEVEL WITHIN 4" OF THE TOP OF THE DOOR THRESHOLD.
 - INSTALL PASSIVE RADON SYSTEM 3" PVC PIPE FROM SEALED SUMP PIT TO 12" ABOVE ROOF (VERIFY WITH LOCAL CODE).
 - VERIFY ALL LOCAL BUILDING CODES.

CONC. DEADMANS AS REQ'D FOR STRUCTURAL SUPPORT

BUILDING TYPE A

DATE	REV.	BY	CHKD.

PROJECT:
SPRUCE DUPLEX
WALKOUT

DRAWING TITLE:
LOWER FLOOR
PLAN

SCALE: 1/8" = 1'-0"

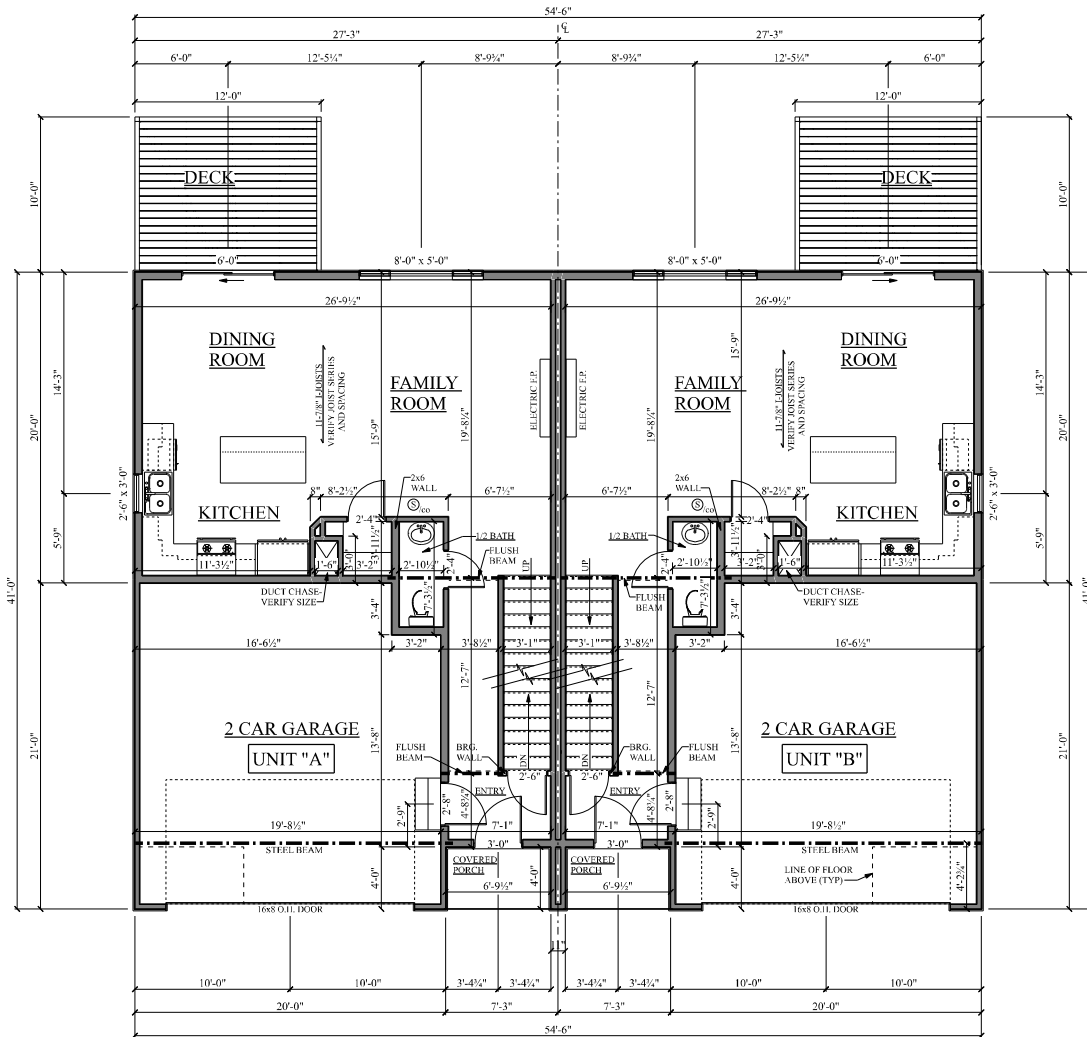
DRAWN BY: PCD

DATE: 9/7/2018

PROJECT NO: 2197-0918

CHECKED BY:

A3



**1ST FLOOR AREA
678 SQ. FT.**

**GARAGE AREA
405 SQ. FT.**

GENERAL NOTES

- DESIGN LOAD FACTORS.
FLOOR AREAS - 55 TOTAL LBS. SQ. FT.
ROOF TRUSSES - 50 TOTAL LBS. SQ. FT.
- ALL EXTERIOR WALLS ARE 2 X 6 - UNLESS NOTED.
ALL INTERIOR WALLS ARE 2 X 4 - UNLESS NOTED.
GARAGE WALL TO BE 2 X 4 - UNLESS NOTED.
- 7'-1 1/8" WALL HEIGHT - UNLESS NOTED.
- VERIFY ALL HEADER SIZES OVER ALL EXTERIOR LOAD BEARING OPENINGS.
- EXTERIOR WALL DIMENSIONS ARE OUTSIDE TO OUTSIDE OF STUD. INTERIOR DIMENSIONS ARE INSIDE TO INSIDE OF STUD.
- WHILE EVERY ATTEMPT HAS BEEN MADE IN THE PREPARATION OF THIS PLAN TO AVOID MISTAKES, THE DESIGNER CANNOT GUARANTEE AGAINST HUMAN ERROR. THE OWNER/CONTRACTOR ON THE JOB MUST CHECK ALL DIMENSIONS AND DETAILS AND MUST BE RESPONSIBLE FOR SAME.
- TRUSS SUPPLIERS ARE TO HAVE FINAL SAY ON ROOF/FLOOR LAYOUT AND INTEGRITY.
- ☉ - SMOKE DETECTOR
- ☉_{CO} - SMOKE DETECTOR W/ CO DETECTOR
- ☐ - EGRESS WINDOW
- EXHAUST FAN.
- VERIFY ALL LOCAL BUILDING CODES.

APPLIANCES

- ELECTRIC WATER HEATER - 93%
- 14.5 SEER AC UNIT
- 95% GAS FURNACE
- ELECTRIC RANGE
- ELECTRIC DRYER
- GAS FIREPLACE

NOTES

- INTERIOR DOORS ON NO - STEP LEVEL WITH 3/8" ROUGH FRAMING WIDTH. FINISHED DOORS MAY BE SMALLER.
- WALL SWITCHES, OUTLETS, HEATING CONTROLS TO BE 15" MIN. TO 48" MAX. ABOVE FLOOR.
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- VERIFY ALL LOCAL BUILDING CODES.

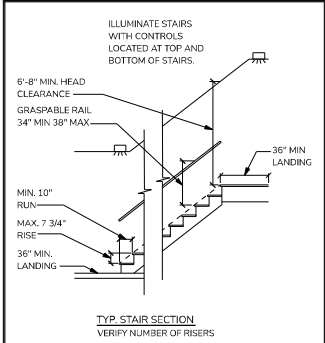
BUILDING TYPE A	DATE: 9/7/2018
	REV. REVISIONS:

**PROJECT:
SPRUCE DUPLEX
WALKOUT**

**DRAWING TITLE:
MAIN FLOOR
PLAN**

SCALE: 1/8" = 1'-0"
DRAWN BY: PCJ
DATE:
9/7/2018
PROJECT NO:
2197-0918
CHECKED BY:

A4



R311.5.6 Handrails. Handrails shall be provided on at least one side of each continuous run of treads or flight with four or more risers.

R311.5.6.1 Height. Handrail height, measured vertically from the sloped plane adjoining the tread nosing, or finish surface of ramp slope, shall be not less than 34 inches (864 mm) and not more than 38 inches (965 mm).

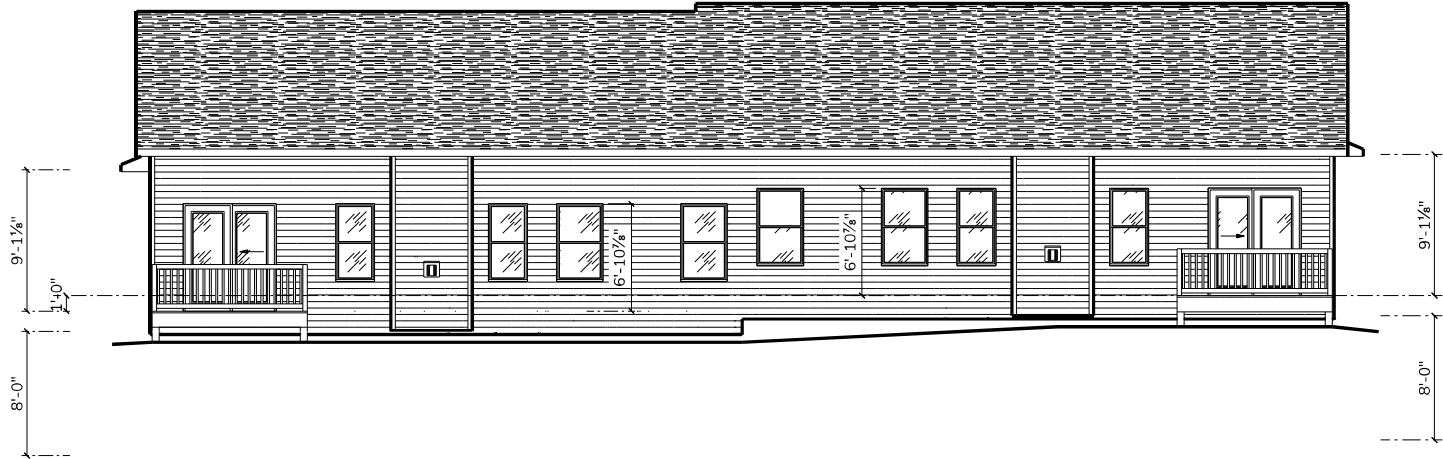
R311.5.6.2 Continuity. Handrails for stairways shall be continuous for the full length of the flight, from a point directly above the top riser of the flight to a point directly above the lowest riser of the flight. Handrail ends shall be returned or shall terminate in newel posts or safety terminals. Handrails adjacent to wall shall have a space of not less than 1 1/2 inch (38 mm) between the wall and the handrails.

Exceptions:

1. Handrails shall be permitted to be interrupted by a newel post at the turn.
2. The use of a volute, turnout, starting easing or starting newel shall be allowed over the lowest tread.

R312.1 Guards. Porches, balconies, ramps or raised floor surfaces located more than 30 inches (762 mm) above the floor or grade below shall have guards not less than 36 inches (914 mm) in height. Open sides of stairs with a total rise of more than 30 inches (762 mm) above the floor or grade below shall have guards not less than 34 inches (864 mm) in height measured vertically from the nosing of the treads.

Porches and decks which are enclosed with insect screening shall be equipped with guards where the walking surface is located more than 30 inches (762 mm) above the floor or grade below.



**BUILDING
TYPE B**

PROJECT:
WEST BRANCH DUPLEX
SYCAMORE III

DRAWING TITLE:
FRONT & REAR
ELEVATIONS &
STAIR SECTION

SCALE: 1/8" = 1'-0"

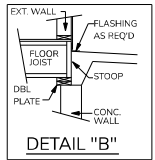
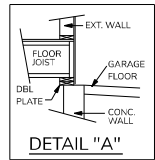
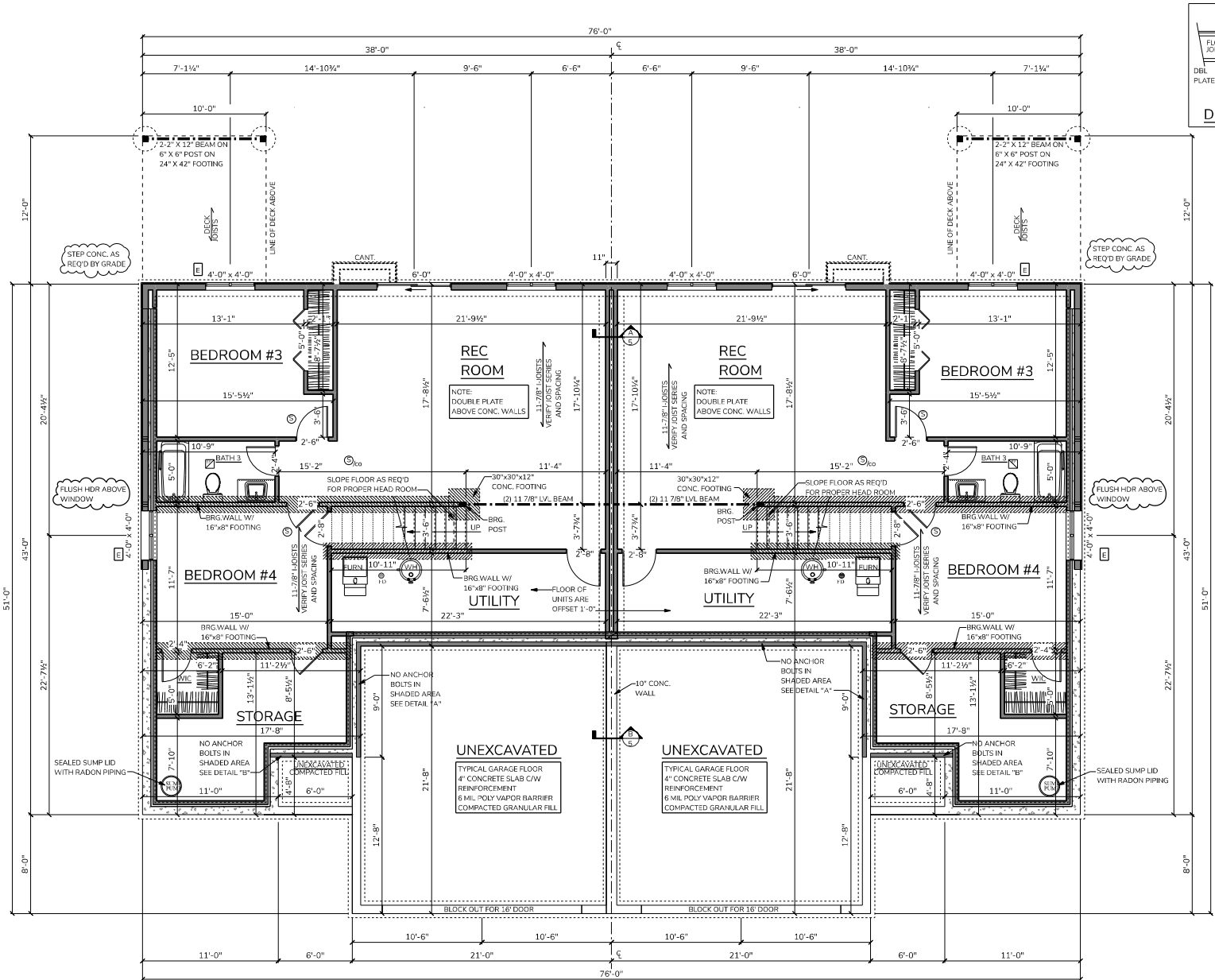
DRAWN BY: PCD

DATE:
11/09/2021

PROJECT NO:
3020-0921

CHECKED BY:

A1



**FINISHED AREA
930 SQ. FT.**

- GENERAL NOTES**
- DESIGN LOAD FACTORS:
FLOOR AREAS - 55 TOTAL LBS. SQ. FT.
ROOF TRUSSES - 60 TOTAL LBS. SQ. FT.
 - VERIFY ALL EXTERIOR WALLS - UNLESS NOTED.
ALL INTERIOR WALLS ARE 2 X 4 - UNLESS NOTED.
 - 8'-0" CONC. WALL HEIGHT - UNLESS NOTED.
 - VERIFY ALL HEADER SIZES OVER ALL EXTERIOR LOAD BEARING OPENINGS.
 - EXTERIOR WALL DIMENSIONS ARE OUTSIDE TO OUTSIDE OF STUD. INTERIOR DIMENSIONS ARE INSIDE TO INSIDE OF STUD.
 - WHILE EVERY ATTEMPT HAS BEEN MADE IN THE PREPARATION OF THIS PLAN TO AVOID MISTAKES, THE DESIGNER CANNOT GUARANTEE AGAINST HUMAN ERROR. THE OWNER/CONTRACTOR ON THE JOB MUST CHECK ALL DIMENSIONS AND DETAILS AND MUST BE RESPONSIBLE FOR SAME.
 - TRUSS SUPPLIERS ARE TO HAVE FINAL SAY ON ROOFLAYOUT AND INTEGRITY.
 - ⊙ = SMOKE DETECTORS
 - ⊙_{CO} = SMOKE DETECTORS W/ CO DETECTOR
 - E = EGRESS WINDOW
 - EXHAUST FAN.
 - VERIFY ALL LOCAL BUILDING CODES.

- NOTES**
- INTERIOR DOORS ON NO - STEP LEVEL WITH 3/8" ROUGH FRAMING WIDTH. (FINISHED DOORS MAY BE SMALLER).
 - WALL SWITCHES, OUTLETS, HEATING CONTROLS TO BE 15" MIN. TO 48" MAX. ABOVE FLOOR.
 - ELECTRICAL PANEL W/ BRANCH CIRCUIT BREAKERS BETWEEN 18" MIN. AND 54" MAX. ABOVE FLOOR.
 - PROVIDE WALL REINFORCEMENT FOR GRAB BARS IN BATHROOMS.
 - EXTERIOR DECK AND PATIO SURFACES ON THE NO - STEP LEVEL WITHIN 4" OF THE TOP OF THE DOOR THRESHOLD.
 - INSTALL PASSIVE RADON SYSTEM 3" PVC PIPE FROM SEALED SUMP PIT TO 12" ABOVE ROOF (VERIFY WITH LOCAL CODE).
 - VERIFY ALL LOCAL BUILDING CODES.

CONC. DEADMANS AS REQ'D FOR STRUCTURAL SUPPORT

**BUILDING
TYPE B**

REV.	REVISIONS	DATE	BY	CHK

**PROJECT:
WEST BRANCH DUPLEX
SYCAMORE III**

**DRAWING TITLE:
LOWER FLOOR
PLAN**

SCALE: 1/8" = 1'-0"

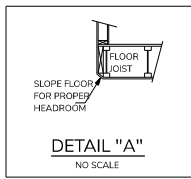
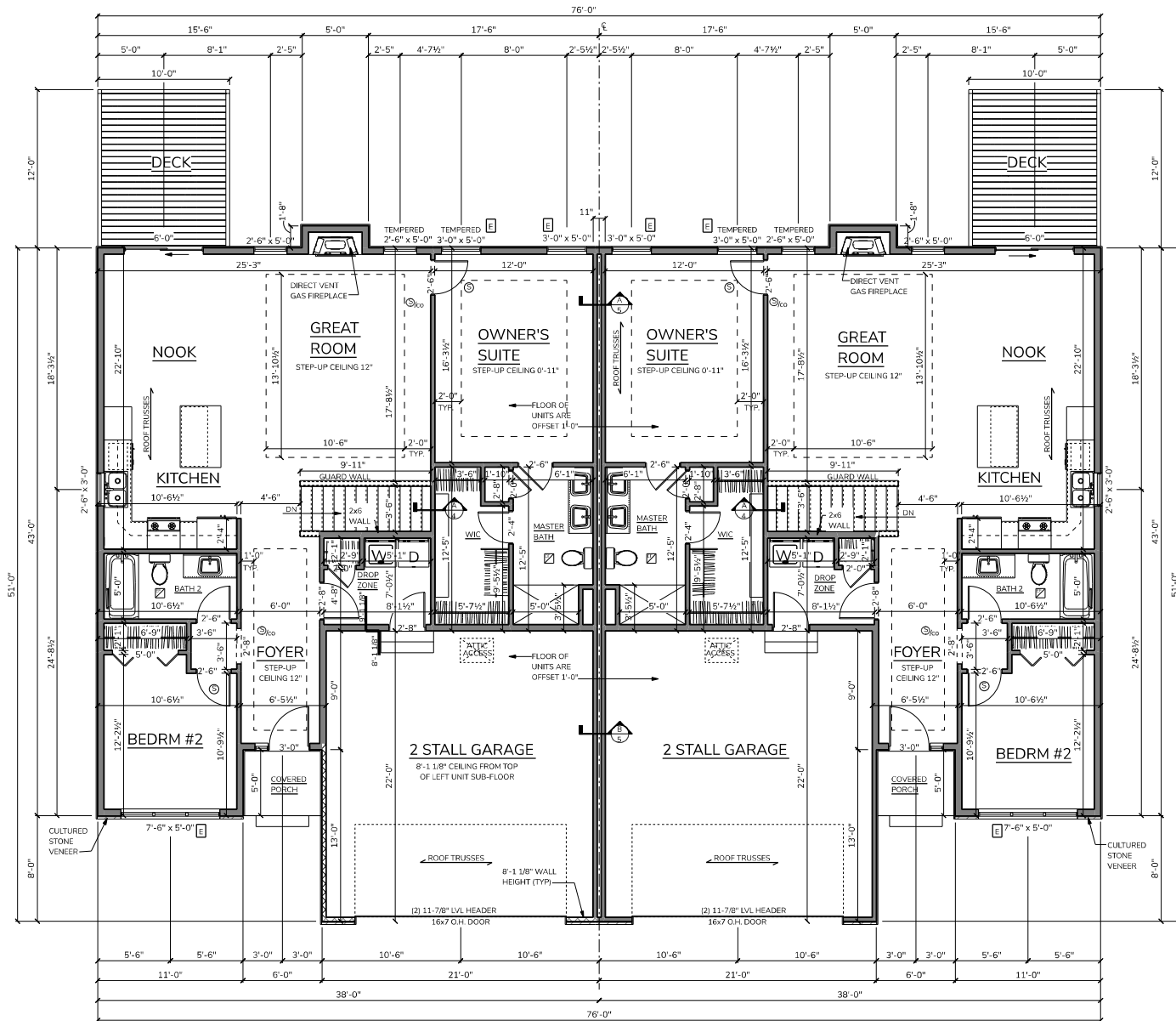
DRAWN BY: PCD

DATE:
11/09/2021

PROJECT NO:
3020-0921

CHECKED BY:

A3



1ST FLOOR AREA
1313 SQ. FT.

GARAGE AREA
459 SQ. FT.

- GENERAL NOTES**
- DESIGN LOAD FACTORS.
FLOOR AREAS - 55 TOTAL LBS. SQ. FT.
ROOF TRUSSES - 50 TOTAL LBS. SQ. FT.
 - ALL EXTERIOR WALLS ARE 2 X 6 - UNLESS NOTED.
ALL INTERIOR WALLS ARE 2 X 4 - UNLESS NOTED.
GARAGE WALL TO BE 2 X 4 - UNLESS NOTED.
 - 9'-1 1/8" WALL HEIGHT - UNLESS NOTED.
 - VERIFY ALL HEADER SIZES OVER ALL EXTERIOR LOAD BEARING OPENINGS.
 - EXTERIOR WALL DIMENSIONS ARE OUTSIDE TO OUTSIDE OF STUD. INTERIOR DIMENSIONS ARE INSIDE TO INSIDE OF STUD.
 - WHILE EVERY ATTEMPT HAS BEEN MADE IN THE PREPARATION OF THIS PLAN TO AVOID MISTAKES, THE DESIGNER CANNOT GUARANTEE AGAINST HUMAN ERROR. THE OWNER/CONTRACTOR ON THE JOB MUST CHECK ALL DIMENSIONS AND DETAILS AND MUST BE RESPONSIBLE FOR SAME.
 - TRUSS SUPPLIERS ARE TO HAVE FINAL SAY ON ROOF/FLOOR LAYOUT AND INTEGRITY.
 - ☉ = SMOKE DETECTOR
 - ☉_{CO} = SMOKE DETECTOR W/ CO. DETECTOR
 - ☐ = EGRESS WINDOW
 - EXHAUST FAN. ☑
 - VERIFY ALL LOCAL BUILDING CODES.
- APPLIANCES**
- ELECTRIC WATER HEATER - 93%
 - 14.5 SEER AC UNIT
 - 95% GAS FURNACE
 - ELECTRIC RANGE
 - ELECTRIC DRYER
 - GAS FIREPLACE
- NOTES:**
- INTERIOR DOORS ON NO - STEP LEVEL WITH 3/8" ROUGH FRAMING WIDTH. (FINISHED DOORS MAY BE SMALLER).
 - WALL SWITCHES, OUTLETS, HEATING CONTROLS TO BE 15" MIN. TO 48" MAX. ABOVE FLOOR.
 - ELECTRICAL PANEL W/ BRANCH CIRCUIT BREAKERS BETWEEN 18" MIN AND 54" MAX. ABOVE FLOOR.
 - PROVIDE WALL REINFORCEMENT FOR GRAB BARS IN BATHROOMS.
 - EXTERIOR DECK AND PATIO SURFACES ON THE NO - STEP LEVEL WITHIN 4" OF THE TOP OF THE DOOR THRESHOLD.
 - INSTALL PASSIVE RADON SYSTEM 3" PVC PIPE FROM SEALED SUMP PIT TO 12" ABOVE ROOF (VERIFY WITH LOCAL CODE).
 - VERIFY ALL LOCAL BUILDING CODES.

BUILDING TYPE B

REV.	DATE	BY	CHK	

PROJECT: WEST BRANCH DUPLEX SYCAMORE III

DRAWING TITLE: MAIN FLOOR PLAN

SCALE: 1/8" = 1'-0"

DRAWN BY: PCD

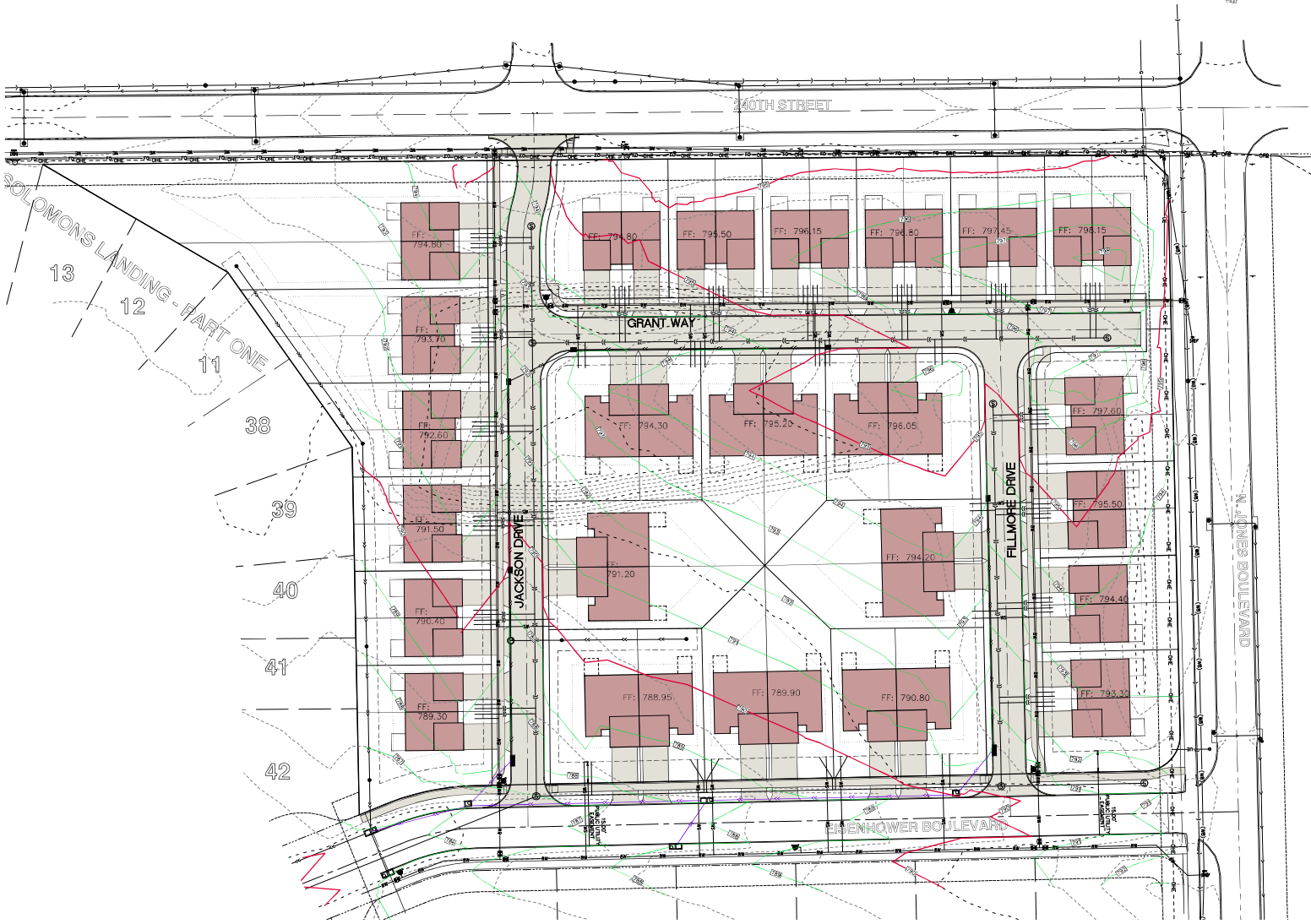
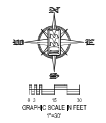
DATE: 11/09/2021

PROJECT NO: 3020-0921

CHECKED BY:

A4

PRELIMINARY GRADING PLAN SOLOMONS LANDING - PART THREE NORTH LIBERTY, IOWA



STANDARD LEGEND AND NOTES	
	PROPERTY AND BOUNDARY LINES
	COMPUTATIONAL CENTER LINE
	EXISTING RIGHT-OF-WAY LINES
	EXISTING CENTER LINES
	LOT LINES, INTERNAL
	LOT LINES, PLATTED OR BY DEED
	PROPOSED EASEMENT LINES
	EXISTING EASEMENT LINES
	RECORDED EASEMENTS
	RECORDED DIMENSIONS
	OWNER'S PROPERTY NUMBER
	POWER POLE
	POWER POLE #/TRIPS
	POWER POLE #/TRIP
	LOAD POLE
	LOAD POLE
	PIPE HEDGEMAN
	WATER VALVE
	DRAINAGE MANHOLE
	SEWER VALVE
	EXISTING SANITARY SEWER
	PROPOSED SANITARY SEWER
	EXISTING STORM SEWER
	PROPOSED STORM SEWER
	WATER LINE
	ELECTRICAL LINES
	TELEPHONE LINES
	PROP. C/S
	PROP. ELECTRIC
	CONTOUR LINES (OF INTERVAL)
	HIGHPOINT GRADE
	EXISTING TREE LINE
	EXISTING OVERGROWN TREE & SHRUB
	EXISTING OVERGROWN TREES & SHRUB

IOWA ONE CALL

THE ACTUAL SIZE AND LOCATION OF ALL PROPOSED UTILITIES SHALL BE DETERMINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND RECORDS AND VERIFYING THESE LOCATIONS MUST BE CONSIDERED PARAMOUNT TO ALL OTHER INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.

PRELIMINARY GRADING PLAN

SOLOMONS LANDING - PART THREE
NORTH LIBERTY
JOHNSON COUNTY
IOWA

Ordinance No. 2023-23

AN ORDINANCE AMENDING THE ZONING MAP DISTRICT DESIGNATION FOR CERTAIN PROPERTY LOCATED IN NORTH LIBERTY, IOWA FROM ID INTERIM DEVELOPMENT DISTRICT AND RS-9 SINGLE-UNIT DISTRICT TO RD-10 PAD TWO-UNIT RESIDENCE DISTRICT PLANNED AREA DEVELOPMENT, APPROVING THE PLANNED AREA DEVELOPMENT PRELIMINARY PLAT AND WAIVERS PURSUANT TO CHAPTER 168(3)(B).

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

SECTION 1. AMENDMENT. The Official Zoning Map incorporated in Chapter 168.01(2) of the North Liberty Code of Ordinances is hereby amended by designating the zoning district for 6.24 acres, more or less, as RD-10 PAD Two-Unit Residence District Planned Area Development for property particularly described as follows:

Beginning at the northernmost corner of Lot 13, Solomon's Landing – Part One, North Liberty, Iowa, in accordance with the Plat thereof recorded in Plat Book 66, Page 88, in the Records of the Johnson County Recorder's Office; Thence N89°30'36"E, along the north line of Outlot "A" of said Solomon's Landing – Part One, 779.40 feet, Thence S45°52'00"E, along said north line, 21.36 feet, to the northeast corner thereof; Thence S01°14'54"E, along the east line of said Outlot "A", 394.83 feet; Thence southwesterly, 39.27 feet, along an arc of a 25.00 foot radius curve, concave northwesterly whose 35.36 feet chord bears S43°45'07"W; Thence S88°45'06"W, 473.36 feet; thence southwesterly, 65.54 feet, along an arc of a 180.00 foot radius curve, concave southeasterly, whose 65.17 foot cord bears S78°19'17"W, Thence S67°53'28"W, 19.67 feet; Thence N01°06'43"W, 259.80 feet; Thence N35°25'36"W, along the northeasterly line of Lot 11 of said Solomon's Landing – Part One, and its southeasterly extension thereof, 151.44 feet, to the northerly most corner of said lot 11, and the easterly most corner of the Lot 12 of said Solomon's Landing – Part one; Thence N59°45'06"W, along the northeasterly line of said Lot 12, and the northly line of said Lot 13, a distance of 151.34 feet to said point of beginning. Said Rezoning Parcel contains 6.24 acres, and is subject to easements and restrictions of record;

SECTION 2. CONDITIONS IMPOSED, PRELIMINARY PLAT AND PAD REQUIREMENTS. At the September 5, 2023 meeting the Planning Commission accepted the listed finding and forwarded the request for a zoning map amendment to the City Council with a recommendation for approval with no conditions.

The preliminary plat accompanying the Planned Area Development application is hereby approved. Furthermore, pursuant to the application and the provisions of Chapter 168.05(3)(B), the following zoning and subdivision code requirements are authorized for the Planned Area Development:

1. The proposed development shall allow private streets.
2. Reduction to the minimum lot size of 9,000 square feet per lot.
3. Reduction to the minimum lot frontage of 35 feet.
4. Reduction to the minimum lot width of 80 feet.
5. Reduction of the minimum front and corner side yard setback of 25 feet (on private streets).
6. Reduction to the minimum rear yard setback of 30 feet.

SECTION 3. ZONING MAP. It is hereby authorized and directed that the Zoning Map of the City of North Liberty, Iowa, be changed to conform to this amendment upon final passage, approval and publication of this ordinance as provided by law.

SECTION 4. RECORDATION. The City Clerk is hereby authorized and directed to record this ordinance at the Johnson County Recorder's office upon final passage and approval.

SECTION 5. REPEALER. All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 6. SCRIVENER'S ERROR. The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Clerk or the Clerk's designee without further public hearing.

SECTION 7. SEVERABILITY. If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

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

First reading on September 12, 2023.

Second reading on September 26, 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 No. 2023-23 in *The Gazette* on the ____ of _____, 2023.

TRACEY MULCAHEY, CITY CLERK



Scanlon Family, LLC
Zoning Map Amendment



September 5, 2023

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

Re: Request of Scanlon Family, LLC. For a zoning map amendment (rezoning) on approximately 5.28 acres from RS-6 Single-Unit Residence District to RD-8 Two-Unit Residence District. The property is located on the north side of Berkshire Lane as extended westerly 85' from its current terminus in Greenbelt Trail, Part 2 Subdivision.

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its September 5, 2023 meeting. The Planning Commission took the following action:

Finding:

1. The rezoning request from RS-6 Single-Unit Residence District to RD-8 Two-Unit Residence District would achieve consistency with the approval standards enumerated in Section 165.09 of the Zoning Code.

Recommendation:

The Planning Commission accepted the listed findings and forwards the request for zoning map amendment (rezoning) from RS-6 Single-Unit Residence District to RD-8 Two-Unit Residence District on approximately 5.28 acres to the City Council with a recommendation for approval.

The vote for approval was 5-0.

Jason Heisler, Vice Chairperson
City of North Liberty Planning Commission



To **City of North Liberty Planning Commission**
 From **Ryan Rusnak, AICP**
 Date **September 1, 2023**
 Re **Request of Scanlon Family, LLC. For a zoning map amendment (rezoning) on approximately 5.28 acres from RS-6 Single-Unit Residence District to RD-8 Two-Unit Residence District. The property is located on the north side of Berkshire Lane as extended westerly 85' from its current terminus in Greenbelt Trail, Part 2 Subdivision.**

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

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

1. Request Summary:

The request proposes to rezone a portion of the proposed Greenbelt Trail development to allow 22 single-unit zero lot line dwellings.



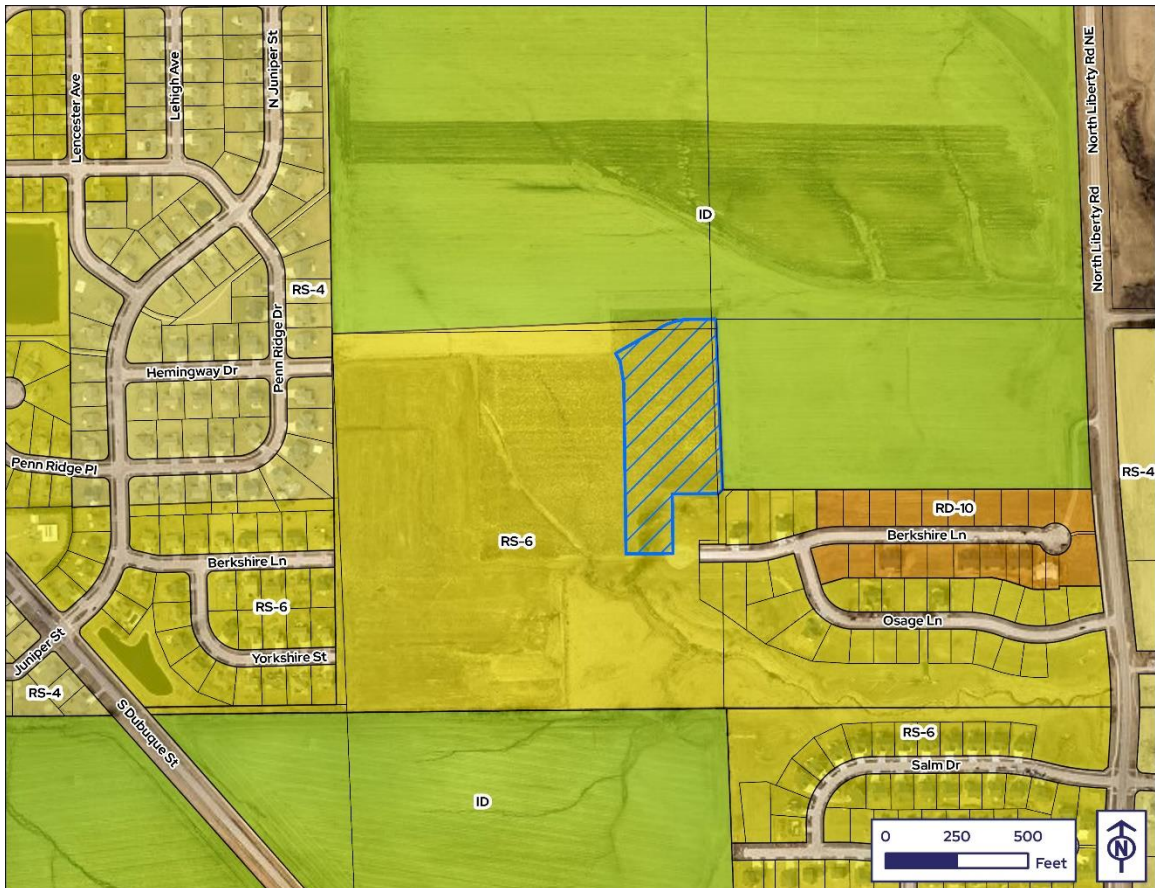
2. Current and Proposed Zoning:

Current Zoning

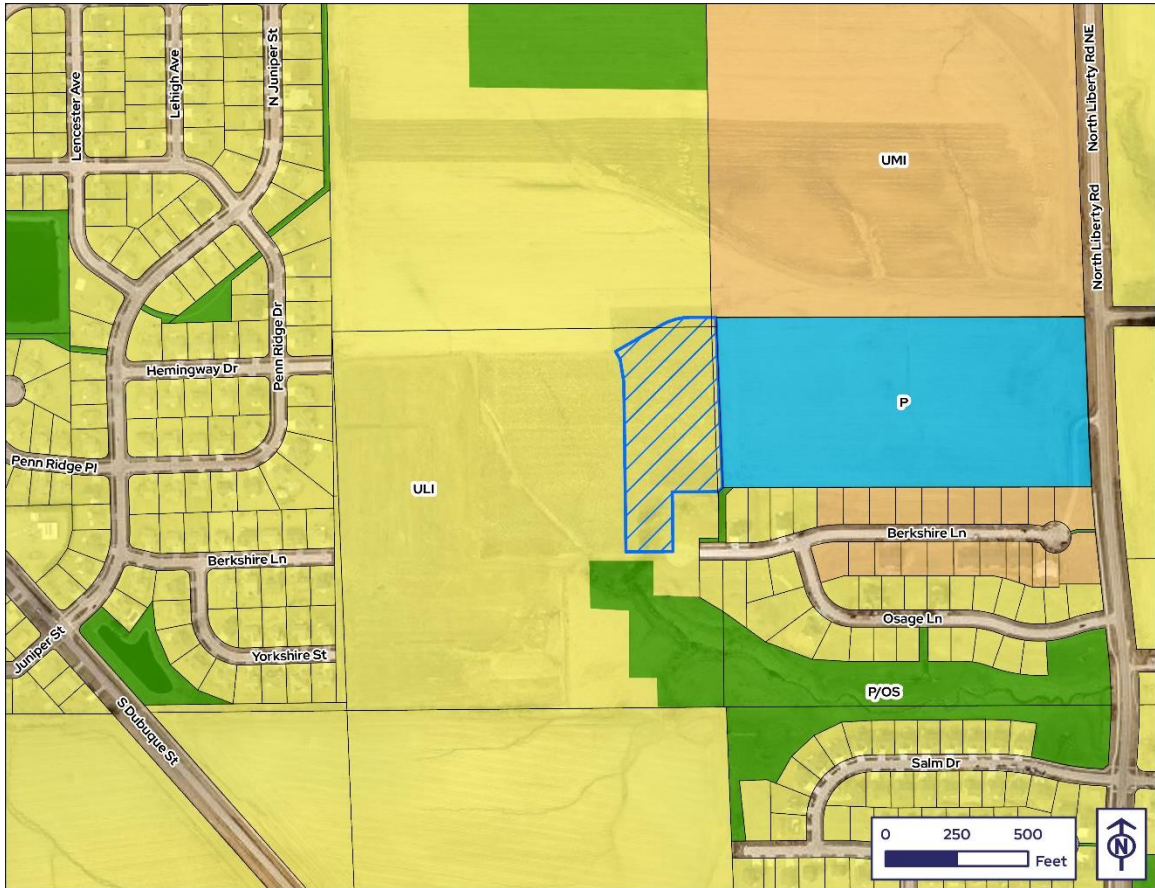
RS-6 Single-Unit Residence District. The RS-6 District is intended to provide for and maintain moderate density single-unit residential neighborhoods. Limited non-residential uses that are compatible with the surrounding residential neighborhoods may be permitted in the RS-6 District.

Proposed Zoning

RD-8 Two-Unit Residence District. The RD-8 District is intended to allow for attached single-unit dwellings joined together on a common boundary line with a common wall between the units. Limited non-residential uses that are compatible with the surrounding residential neighborhoods may be permitted in the RD-8 District.



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



Urban Low Intensity Description

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

Residential

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

Form and Features

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

4. Public Input:

A virtual good neighbor meeting was held on July 18, 2023. City staff, one member of the Planning Commission and the applicant attended the meeting. There are no objections to the request.

5. Zoning Map Amendment Approval Standards

Section 165.09(4)(D)(1) of the Zoning Ordinance sets for the approval standards for zoning maps amendments.

Approval Standards. The Planning Commission recommendation and the City Council decision on any zoning text or map amendment is a matter of legislative discretion that is not controlled by any particular standard. However, in making their recommendation and decision, the Plan Commission and the City Council must consider the following standards. The approval of amendments is based on a balancing of these standards (staff commentary in italics).

Map Amendments.

- (a) The consistency of the proposed amendment with the Comprehensive Plan and any adopted land use policies.

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

Figure 3.4: Land Use Compatibility

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

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

The RD-8 zoning allows a lot size of 5,000 square feet per dwelling unit (8.71 units/acre). It is staff's opinion that the zoning map amendment would achieve consistency with the Comprehensive Plan and adopted land use policies.

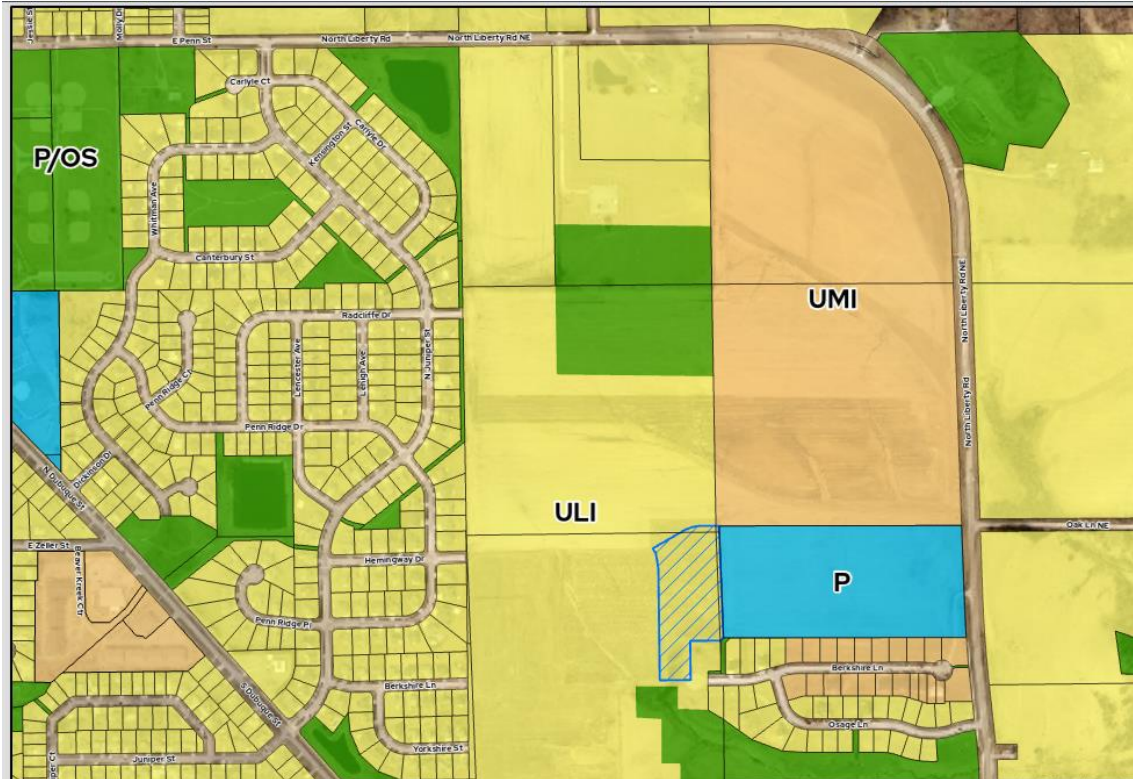
- (b) The compatibility with the zoning of nearby property.
The surrounding properties within the Greenbelt Trail development are zoned RS-6 and RD-10, which allow lot sizes of 7,000 square feet and 4,500 square feet per dwelling unit, respectively. It is staff's opinion that the proposed zoning would be compatible with the area.
- (c) The compatibility with established neighborhood character.
It is staff's opinion that the proposed zoning would be compatible with established neighborhood character.
- (d) The extent to which the proposed amendment promotes the public health, safety, and welfare of the City.
It is staff's opinion that the proposed zoning would promote the public health, safety, and welfare of the City.
- (e) The suitability of the property for the purposes for which it is presently zoned, i.e. the feasibility of developing the property in question for one or more of the uses permitted under the existing zoning classification.
The property is currently approved for 14 single-unit dwelling lots. If approved, this would 22 zero lot line single-unit dwellings.
- (f) The extent to which the proposed amendment creates nonconformities.
It is staff's opinion that the proposed zoning would not create any nonconformities.

6. Additional Considerations:

It is staff's understanding that this request is due to the developer wishing to maintain a mix of single-unit and zero lot line single-unit dwellings for Greenbelt Trail Part 3. The developer has indicated that the RD zoning (south of future Hemmingway Dr) would be limited to this location and that the adjacent property would remain RS-6, which would ensure compatibility with the Arlington Ridge Subdivision.

The City Council denied a rezoning from RS-6 to RD-10 on this property in 2022. Notably, the new Comprehensive Plan has since been adopted, which provides better guidance on land uses than the comprehensive plan in effect in 2022. The subject property and adjacent properties to the west and north are designed Urban Low Intensity (ULI) on the Future Land Use Map. ULI allows a general aggregate development density of 3 to 8 units per acre. While RD-8 is at the higher end of this density, it is staff's opinion that the location is appropriate due to its proximity to the future school and other RD zoned properties. Staff expects residential density to decrease as development gets closer to Arlington Ridge.

There is a large amount of land area designed Urban Medium Intensity (UMI) on the Future Land Use Map adjacent to the North Liberty Road. UMI allows general aggregate development density of 7 to 14 dwelling units per acre. This will facilitate a good mix of residential development while allowing compatibility with surrounding neighborhood character.



7. Staff Recommendation:

Finding:

1. The rezoning request from RS-6 Single-Unit Residence District to RD-8 Two-Unit Residence District would achieve consistency with the approval standards enumerated in Section 165.09 of the Zoning Code.

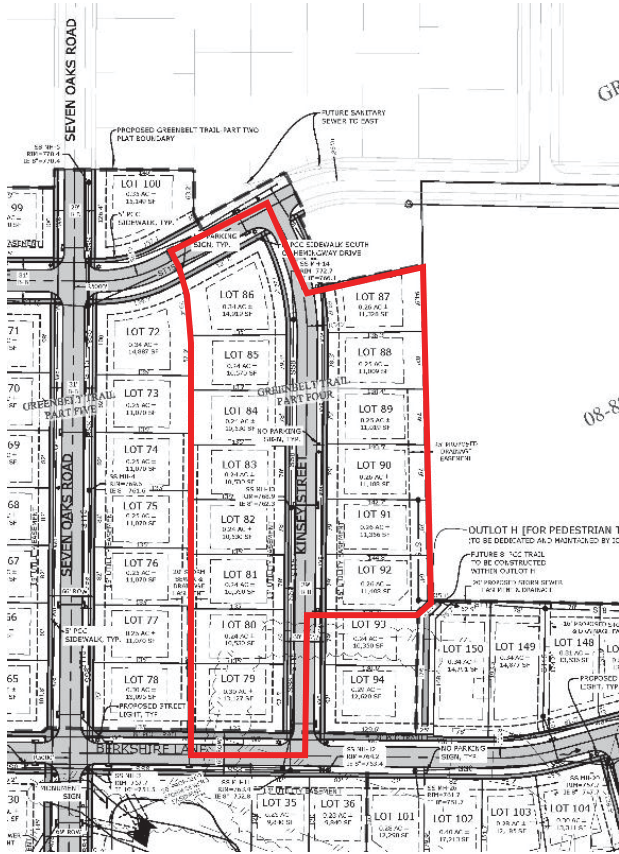
Recommendation:

Staff recommends the Planning Commission accept the listed finding and forward the request for zoning map amendment (rezoning) from RS-6 Single-Unit Residence District to RD-8 Two-Unit Residence District on approximately 5.28 acres to the City Council with a recommendation for approval.

Suggested motion:

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

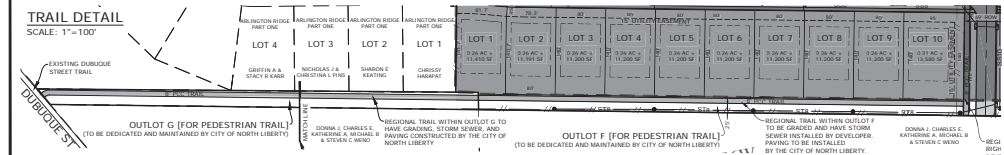
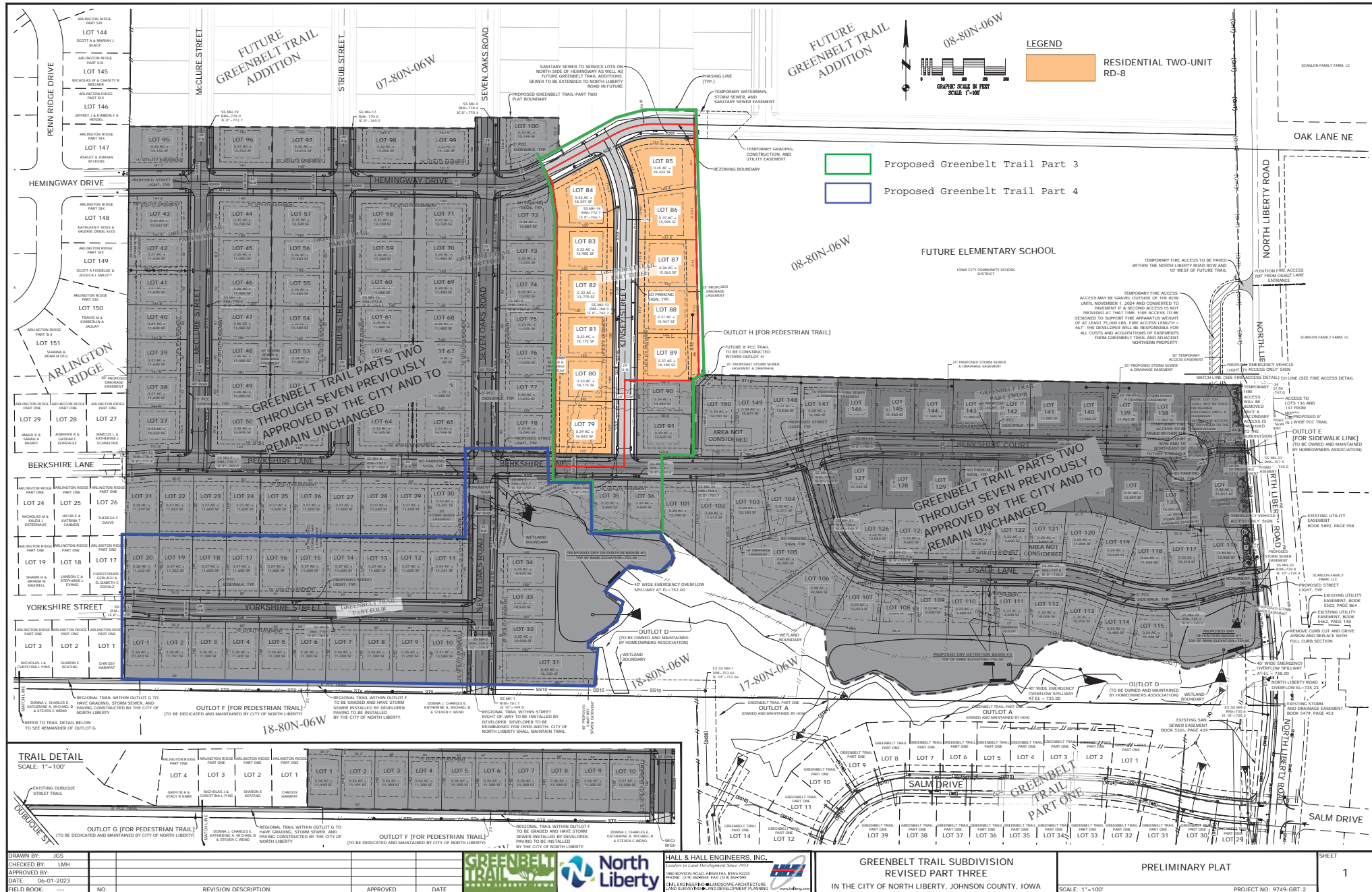
Comparison Approved vs. Proposed



Approved Preliminary Plat - 14 units



Proposed Preliminary Plat - 22 units



NO.	REVISION DESCRIPTION	APPROVED	DATE

DRAWN BY: JGS
 CHECKED BY: LMH
 APPROVED BY:
 DATE: 08-01-2023
 FIELD BOOK: NO

GREENBELT TRAIL
 North Liberty
 2000 W. Main Street, North Liberty, IA 52317
 PH: 319.394.3800 FAX: 319.394.3801
 www.northliberty.com

HALL & HALL ENGINEERS, INC.
 1500 BOYSON ROAD, IOWA FALLS, IOWA 50626
 PH: 515.339.7500 FAX: 515.339.7501
 www.hallandhall.com

GREENBELT TRAIL SUBDIVISION
 REVISED PART THREE
 IN THE CITY OF NORTH LIBERTY, JOHNSON COUNTY, IOWA

PRELIMINARY PLAT
 SCALE: 1"=100'
 PROJECT NO.: 9749-GRT-2

Ordinance No. 2023-24

AN ORDINANCE AMENDING THE ZONING MAP DISTRICT DESIGNATION FOR CERTAIN PROPERTY LOCATED IN NORTH LIBERTY, IOWA FROM RS-6 SINGLE-UNIT RESIDENCE DISTRICT TO RD-8 TWO-UNIT RESIDENCE DISTRICT

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

SECTION 1. AMENDMENT. The Official Zoning Map incorporated in Chapter 168.01(2) of the North Liberty Code of Ordinances is hereby amended by designating the zoning district for 5.28 acres, more or less, as RD-8 Two-Unit Residence District for property particularly described as follows:

That portion of the Northwest Quarter of the Northwest Quarter, Section 17 and that portion of the Southwest Quarter of the Southwest Quarter, Section 8 and that portion of the Northeast Quarter of the Northeast Quarter, Section 18 and that portion of the Southeast Quarter of the Southeast Quarter, Section 7 all in Township 80 North, Range 6 West of the 5th Principal Meridian, North Liberty, Johnson County, Iowa described as follows: Beginning at the Northwest Corner of Auditor's Plat No. 2021024 as recorded in Book 64, Page 353 in the Office of the Johnson County, Iowa Recorder; thence S45°44'12"W on a northwesterly line of said Auditor's Parcel, 19.89 feet; thence N89°18'06"W, 162.43 feet; thence S0°29'51"W, 208.50 feet; Thence N89°18'06"W, 165.00 feet; Thence N0°29'51"E, 595.03 feet; thence N8°02'39"W, 79.99 feet; thence N28°36'15"W, 33.00 feet; thence N61°23'45"E, 187.78 feet to the beginning of a 198.34 foot radius curve, concave southerly and having a long chord of 101.56 feet bearing N76°13'50"E; thence easterly on the arc of said curve, 102.71 feet; thence S88°54'45"E, 90.83 feet; thence S1°03'09"E on the west line of Auditor's Parcel No. 2018039 as recorded in Book 62, Page 97 in the Office of The Johnson County, Iowa Recorder, 597.25 Feet to the Point Of Beginning. Described Parcel Contains 5.28 Acres;

SECTION 2. CONDITIONS IMPOSED. At the September 5, 2023, meeting the Planning Commission accepted the listed finding and forwarded the request for a zoning map amendment to the City Council with a recommendation for approval with no conditions.

SECTION 3. ZONING MAP. It is hereby authorized and directed that the Zoning Map of the City of North Liberty, Iowa, be changed to conform to this amendment upon final passage, approval and publication of this ordinance as provided by law.

SECTION 4. RECORDATION. The City Clerk is hereby authorized and directed to record this ordinance at the Johnson County Recorder's office upon final passage and approval.

SECTION 5. REPEALER. All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 6. SCRIVENER'S ERROR. The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Clerk or the Clerk's designee without further public hearing.

SECTION 7. SEVERABILITY. If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

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

First reading on September 12, 2023.
Second reading on September 26, 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 No. 2023-24 in *The Gazette* on the ____ of _____, 2023.

TRACEY MULCAHEY, CITY CLERK



Street Vacation



September 5, 2023

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

Re: Request of the City of North Liberty to vacate North Front Street between Cherry Street and North Dubuque Street.

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its September 5, 2023 meeting. The Planning Commission took the following action:

Findings:

1. North Front Street right-of-way between the North Dubuque Street and Cherry Street rights-of-way is not needed for the use of the public, and therefore, its maintenance at public expense is no longer justified; and
2. The proposed vacation will not deny owners of property abutting on the street or alley reasonable access to their property.

Recommendation:

The Planning Commission accepted the listed findings and forwards the request to vacate North Front Street between Cherry Street and North Dubuque Street to the City Council with a recommendation for approval.

The vote for approval was 5-0.

Jason Heisler, Vice Chairperson
City of North Liberty Planning Commission



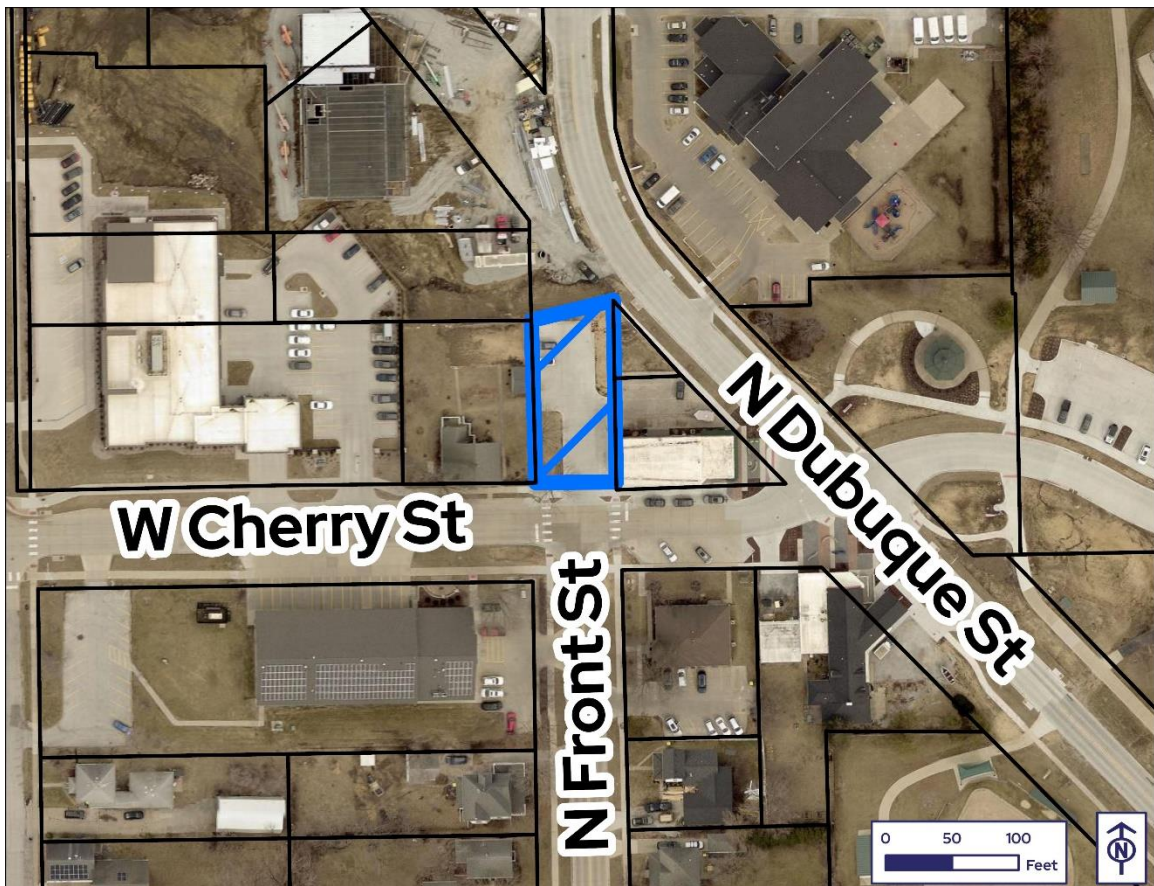
To **City of North Liberty Planning Commission**
From **Ryan Rusnak, AICP**
Date **September 1, 2023**
Re **Request of the City of North Liberty to vacate North Front Street between Cherry Street and North Dubuque Street.**

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

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

1. Request Summary:

With the North Dubuque Street realignment, the section of North Front Street between the realigned North Dubuque Street and Cherry Street was no longer needed as a public street. It is anticipated that the right-of-way would be divided between the property at 10 West Cherry Street, 325 North Dubuque Street and the new Civic Campus.



2. Public Input:

No public input has been received.

3. Additional Considerations:

Pursuant to Section 137.01 of the City Code:

Any proposal to vacate a street, alley, portion thereof, or any public grounds shall be referred by the Council to the Planning and Zoning Commission for its study and recommendation prior to further consideration by the Council. The Commission shall submit a written report including recommendations to the Council within thirty (30) days after the date the proposed vacation is referred to the Commission..

4. Staff Recommendation:**Findings:**

1. North Front Street right-of-way between the North Dubuque Street and Cherry Street rights-of-way is not needed for the use of the public, and therefore, its maintenance at public expense is no longer justified; and
2. The proposed vacation will not deny owners of property abutting on the street or alley reasonable access to their property.

Recommendation:

Staff recommends the Planning Commission accept the two listed findings and forward the request to vacate North Front Street between Cherry Street and North Dubuque Street to the City Council with a recommendation for approval.

Suggested motion:

I move that the Planning Commission accept the listed finding and forward the request to vacate North Front Street between Cherry Street and North Dubuque Street to the City Council with a recommendation for approval.

Ordinance No. 2023-XX

AN ORDINANCE VACATING A PORTION OF RIGHT OF WAY IN NORTH LIBERTY, IOWA

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

SECTION 1. PURPOSE. The purpose of this ordinance is to vacate a portion of right of way and convey it to the adjoining property owners. Such vacation has been approved by the Planning and Zoning Commission.

SECTION 2. FINDINGS. The City Council of North Liberty, Iowa, hereby makes the following findings:

A. That the City of North Liberty held a public hearing on the proposal to vacate those portions of North Front Street intersecting with Cherry Street from the north, as part of the Dubuque Street Phase One public improvement project. The right of way to be vacated is divided into two parcels.

1. Parcel 1 is described as:

That part of Front Street located in the Northeast Quarter of the Southeast Quarter of Section 12, 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 Southeast Quarter; thence North 0°02'37" West 1390.95 feet along the east line of said Southeast Quarter (assumed bearing for this description only) to the point of beginning; thence South 89°29'32" West 33.00 feet to the southeast corner of Lot 1, Block 4 of the Original Town of North Liberty, Iowa; thence North 0°02'37" West 122.00 feet along the east line of said Block 4 and the westerly right-of-way of Front Street; thence North 81°26'31" East 33.37 feet to a point of intersection with said east line of said Southeast Quarter; thence South 0°02'37" East 126.67 feet along said east line feet to the point of beginning and containing 4103 square feet more or less.

2. Parcel 2 is described as:

That part of Front Street located in the Northwest Quarter of the Southwest Quarter of Section 7, Township 80 North, Range 6 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 Southwest Quarter; thence North 0°02'37" West 1390.95 feet along the west line of said Southwest Quarter (assumed bearing for this description only) to the point of beginning; thence continuing North 0°02'37" West 169.67 feet along said west line; thence North 81°26'31" East 30.33 feet to a point of intersection with the southwesterly right-of-way of Dubuque Street; thence South 0°02'37" East 131.39 feet along the easterly right-of-way of said Front Steet to a point of intersection with the northerly right-of-way of Cherry Street; thence North 89°36'21" West 30.00 feet to the point of beginning and containing 3871 square feet more or less.

B. The right of way described above is not needed for the use of the public, and therefore its maintenance at public expense is no longer justified.

C. The proposed vacation will not deny owners of property abutting it reasonable access to their property.

D. That under the provisions stated above, the above-described Parcel 1 and Parcel 2 are hereby vacated and declared no longer a part of the public streets and grounds of North Liberty, Iowa.

SECTION 3. CONVEYANCE.

A. Parcel 1, as described in Section 2(A)(1) above, is hereby conveyed to MCBALLARD, L.L.C., as the owner of the adjacent property situated at 10 W. Cherry Street. Said Parcel 1 is conveyed subject to a public utility easement over and across the entirety of the area so described in Section 2(A)(1) above.

B. Parcel 2, as described in Section 2(A)(2) above, is hereby conveyed to Yetley Real Estate, LLC, as the owner of the adjacent property situated at 325 N. Dubuque Street.

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

SECTION 5. 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 6. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on _____.
Second reading on _____.
Third and final reading on _____.

CITY OF NORTH LIBERTY:

CHRIS HOFFMAN, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. 2023-XX in the *Cedar Rapids Gazette* on _____.

TRACEY MULCAHEY, CITY CLERK

Ordinance No. 2023-25

AN ORDINANCE VACATING A PORTION OF RIGHT OF WAY IN NORTH LIBERTY, IOWA

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

SECTION 1. PURPOSE. The purpose of this ordinance is to vacate a portion of right of way and convey it to the adjoining property owners. Such vacation has been approved by the Planning and Zoning Commission.

SECTION 2. FINDINGS. The City Council of North Liberty, Iowa, hereby makes the following findings:

A. That the City of North Liberty held a public hearing on the proposal to vacate those portions of North Front Street intersecting with Cherry Street from the north, as part of the Dubuque Street Phase One public improvement project. The right of way to be vacated is divided into two parcels.

1. Parcel 1 is described as:

That part of Front Street located in the Northeast Quarter of the Southeast Quarter of Section 12, 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 Southeast Quarter; thence North 0°02'37" West 1390.95 feet along the east line of said Southeast Quarter (assumed bearing for this description only) to the point of beginning; thence South 89°29'32" West 33.00 feet to the southeast corner of Lot 1, Block 4 of the Original Town of North Liberty, Iowa; thence North 0°02'37" West 122.00 feet along the east line of said Block 4 and the westerly right-of-way of Front Street; thence North 81°26'31" East 33.37 feet to a point of intersection with said east line of said Southeast Quarter; thence South 0°02'37" East 126.67 feet along said east line feet to the point of beginning and containing 4103 square feet more or less.

2. Parcel 2 is described as:

That part of Front Street located in the Northwest Quarter of the Southwest Quarter of Section 7, Township 80 North, Range 6 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 Southwest Quarter; thence North 0°02'37" West 1390.95 feet along the west line of said Southwest Quarter (assumed bearing for this description only) to the point of beginning; thence continuing North 0°02'37" West 169.67 feet along said west line; thence North 81°26'31" East 30.33 feet to a point of intersection with the southwesterly right-of-way of Dubuque Street; thence South 0°02'37" East 131.39 feet along the easterly right-of-way of said Front Street to a point of intersection with the northerly right-of-way of Cherry Street; thence North 89°36'21" West 30.00 feet to the point of beginning and containing 3871 square feet more or less.

B. The right of way described above is not needed for the use of the public, and therefore its maintenance at public expense is no longer justified.

C. The proposed vacation will not deny owners of property abutting it reasonable access to their property.

D. That under the provisions stated above, the above-described Parcel 1 and Parcel 2 are hereby vacated and declared no longer a part of the public streets and grounds of North Liberty, Iowa.

SECTION 3. CONVEYANCE.

A. Parcel 1, as described in Section 2(A)(1) above, is hereby conveyed to MCBALLARD, L.L.C., as the owner of the adjacent property situated at 10 W. Cherry Street. Said Parcel 1 is conveyed subject to a public utility easement over and across the entirety of the area so described in Section 2(A)(1) above.

B. Parcel 2, as described in Section 2(A)(2) above, is hereby conveyed to Yetley Real Estate, LLC, as the owner of the adjacent property situated at 325 N. Dubuque Street.

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

SECTION 5. 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 6. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on September 12, 2023.
Second reading on September 26, 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 No. 2023-25 in the *Cedar Rapids Gazette* on _____.

TRACEY MULCAHEY, CITY CLERK



Zoning Ordinance Amendments



September 5, 2023

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

Re: Request of the City of North Liberty for an Ordinance amending Chapters 139, 165, 166, 167, 168, 169 and 173 of the North Liberty Code of Ordinances, amending regulations for naming of streets, conditions for construction site plan approval, zoning map amendments, and required comprehensive plan components, adding new and updating definitions, amending certain residential districts and combining the C-2-A and C-2-B Zoning Districts, amending bulk requirements in certain residential and commercial districts, zoning use matrix and zoning use standards, off-street parking regulations, maximum fence height in residential districts, accessory structure standards, and permitted encroachments in required yards.

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its September 5, 2023 meeting. The Planning Commission took the following action:

Findings:

1. The proposed Ordinance would implement desired practices and adapt to changing land use trends.

Recommendation:

The Planning Commission accepted the listed findings and forwards the Ordinance amendment to the City Council with a recommendation for approval..

The vote for approval was 5-0.

Jason Heisler, Vice Chairperson
City of North Liberty Planning Commission



To **City of North Liberty Planning Commission**
From **Ryan Rusnak, AICP**
Date **September 1, 2023**
Re **Request of the City of North Liberty for an Ordinance amending Chapters 139, 165, 166, 167, 168, 169 and 173 of the North Liberty Code of Ordinances, amending regulations for naming of streets, conditions for construction site plan approval, zoning map amendments, and required comprehensive plan components, adding new and updating definitions, amending certain residential districts and combining the C-2-A and C-2-B Zoning Districts, amending bulk requirements in certain residential and commercial districts, zoning use matrix and zoning use standards, off-street parking regulations, maximum fence height in residential districts, accessory structure standards, and permitted encroachments in required yards.**

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

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

1. Request Summary:

Staff is committed to amending the Zoning Ordinance to adapt to changing land use trends a best planning practices. Giving citizens and developers flexibility while maintaining North Liberty's community standards is a primary consideration.

A summary of the proposed changes include:

- Clarifies that private street names can be designated on a preliminary site plan.
- Strengthens construction site plan review requirements.
- Removes a zoning map amendment (rezoning) approval standard.
- Amends Comprehensive Plan elements, which currently do not align with the recently adopted Plan.
- Amends and reorganizes zoning definitions.
- Reduces side yards setbacks for RD-8 and RD-10 zoned properties.
- Combines the C-2-A and C-2-B Zoning Districts into the C-2 District, amends commercial setbacks and increases commercial maximum building height.
- Amends certain zoning use standards.
- Amends parking regulations, which includes a minor allowance for off-street parking within the front yard.

- Amends fence regulations to differentiate allowances for a fence on a corner lot vs a reverse corner lot. A diagram of the various types of lots has been added to the zoning definitions.
- Allows for structures besides private garages be larger than 200 square feet. Examples include storage buildings, greenhouses, gazebos, pergolas, and other similar structures.
- Amends permitted encroachments into required yards.
- Minor amendments to the sign ordinance.

2. Public Input:

No public input has been received.

3. Staff Recommendation:

Finding:

1. The proposed Ordinance would implement desired practices and adapt to changing land use trends.

Recommendation:

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

Suggested Motion:

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

ORDINANCE NO. _____

REQUEST OF THE CITY OF NORTH LIBERTY FOR AN ORDINANCE AMENDING CHAPTERS 139, 165, 166, 167, 168, 169 AND 173 OF THE NORTH LIBERTY CODE OF ORDINANCES, AMENDING REGULATIONS FOR NAMING OF STREETS, CONDITIONS FOR CONSTRUCTION SITE PLAN APPROVAL, ZONING MAP AMENDMENTS, AND REQUIRED COMPREHENSIVE PLAN COMPONENTS, ADDING NEW AND UPDATING DEFINITIONS, AMENDING CERTAIN RESIDENTIAL DISTRICTS AND COMBINING THE C-2-A AND C-2-B ZONING DISTRICTS, AMENDING BULK REQUIREMENTS IN CERTAIN RESIDENTIAL AND COMMERCIAL DISTRICTS, ZONING USE MATRIX AND ZONING USE STANDARDS, OFF-STREET PARKING REGULATIONS, MAXIMUM FENCE HEIGHT IN RESIDENTIAL DISTRICTS, ACCESSORY STRUCTURE STANDARDS, AND PERMITTED ENCROACHMENTS IN REQUIRED YARDS.

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

SECTION 1. AMENDMENT OF THE NAMING OF STREETS ORDINANCES. Chapter 139.01 of the North Liberty Code of Ordinances is amended to read as follows:

New streets shall be assigned names in accordance with the following:

1. Extension of Existing Street. Streets added to the City that are natural extensions of existing streets shall be assigned the name of the existing street.
2. Resolution. All streets ~~shall be names~~ named by resolution, except streets named as a part of a subdivision or platting procedure, shall be named by resolution. Streets names depicted on a final subdivision plat and/or preliminary site plan approved by resolution satisfy this requirement.
3. Planning and Zoning Commission. Proposed street names shall be referred to the Planning and Zoning Commission for review and recommendation.

SECTION 2. AMENDMENT OF ZONING ORDINANCE. Paragraph 3(D) of Chapter 165.05 of the North Liberty Code of Ordinances is amended to read as follows:

- D. Extension of public utilities and services, dedication of right-of-way.
(1) _____ The petitioner may, as a condition of the construction site plan approval, be required to install public utilities, including (but not limited to) water lines, storm sewer, sanitary sewer, street paving, fire hydrants, and such other utilities as applicable to properly serve the proposed development ~~and allow for the orderly future development of neighboring parcels,~~ to provide easements for the ingress and egress of public utility and emergency vehicles, and to dedicate right-of-way to accommodate motorized and

nonmotorized transportation, parking, and utility requirements. The City and petitioner may enter into a written site plan agreement governing the installation and establishment of such utilities and accommodations necessary to satisfy public needs. Where required as a condition of a construction site plan approval, utilities shall be constructed in accordance with construction standards as established by resolution of the City Council for those portions within the public right-of-way and to be dedicated to the City, and may be required to be constructed to the same specifications for those undedicated portions where said utilities may have a direct effect on the future safety, proper functioning, and maintenance of those portions to be dedicated.

~~(2) To allow orderly development, the water lines and sanitary sewer service installed in a proposed development pursuant to subparagraph 1 above shall extend to the boundary line of the subject property, and beyond as may be determined to be necessary by the City to provide for future service to adjacent properties. The City shall require the installation of water and sewer service of sufficient size and capacity to serve the full area capable of being served by each such type of improvement, so that the City will not be required to construct parallel or duplicate facilities. If such improvements are greater in size than needed to serve the subject property itself, the City, at its discretion, may share in the expense thereof. Such cost sharing shall be according to the terms of a site plan agreement. Any payment of excess costs by the City shall be pursuant to state law.~~

SECTION 3. AMENDMENT OF ZONING ORDINANCE. Paragraph 4(D) of Chapter 165.09 of the North Liberty Code of Ordinances is amended to read as follows:

- D. Approval Standards. The Planning Commission recommendation and the City Council decision on any zoning text or map amendment is a matter of legislative discretion that is not controlled by any particular standard. However, in making their recommendation and decision, the Plan Commission and the City Council must consider the following standards. The approval of amendments is based on a balancing of these standards.
- (1) Map Amendments.
 - (a) The consistency of the proposed amendment with the Comprehensive Plan and any adopted land use policies.
 - (b) The compatibility with the zoning of nearby property
 - (c) The compatibility with established neighborhood character.
 - (d) The extent to which the proposed amendment promotes the public health, safety, and welfare of the City.
 - ~~(e) The suitability of the property for the purposes for which it is presently zoned, i.e. the feasibility of developing the~~

~~property in question for one or more of the uses permitted under the existing zoning classification.~~

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

SECTION 4. AMENDMENT OF ZONING ORDINANCE. Paragraph 7(A) of Chapter 166.02 of the North Liberty Code of Ordinances is amended to read as follows:

~~A.——~~ Comprehensive Plan. It shall be the duty of the Commission, after holding public hearings, to create and recommend to the Council a comprehensive plan for the physical development of its jurisdiction, which may include areas outside of the City’s boundaries which bear consideration to the planning of the jurisdiction. ~~The Commission shall also recommend amendments to the comprehensive plan. The comprehensive plan shall include at least the following elements:~~

~~B.——~~ Official Maps

~~Growth and Land Use~~

~~Commercial/Industrial Uses~~

~~Transportation and Utilities~~

~~Community Facilities~~

~~Housing~~

~~Environmental~~

~~Geologic/Natural Hazards~~

~~The Commission may also recommend amendments to the comprehensive plan.~~

SECTION 5. AMENDMENT OF ZONING ORDINANCE. Chapter 167.01 of the North Liberty Code of Ordinances is amended as follows:

1. The existing defined term, “Accessory building,” is amended to read as follows:

~~“Accessory building structure” means a subordinate building structure customarily incidental to and located on the same lot occupied by the main use or building, such as a detached garage as the principal building.~~

2. A new defined term, “Gazebo,” as set forth below, is inserted between the definitions of “Garage, private” and “Grade”:

~~“Gazebo” means a freestanding roofed structure with open sides.~~

3. Delete definitions, “Lot,” Lot, corner,” “Lot, flag,” “Lot, interior”.

~~“Lot” means a parcel of land, adequate for occupancy by a use permitted under this chapter, which provides the yards, area, and off-street parking required under this code and which fronts directly upon a public street or upon an officially approved place.~~

"Lot area" means the total area within the boundaries of a lot, excluding any street right-of-way, usually defined in square footage.

"Lot, corner" means a lot abutting on two intersecting or intercepting streets, where the interior angle of intersection or interception does not exceed 135 degrees.

4. New defined term, "Lot," as set forth below, is inserted between the definitions of "Livestock" and "Lot area":

"Lot" means the basic development unit for determination of lot area, depth, and other dimensional regulations. The following describes the types of lot configurations:

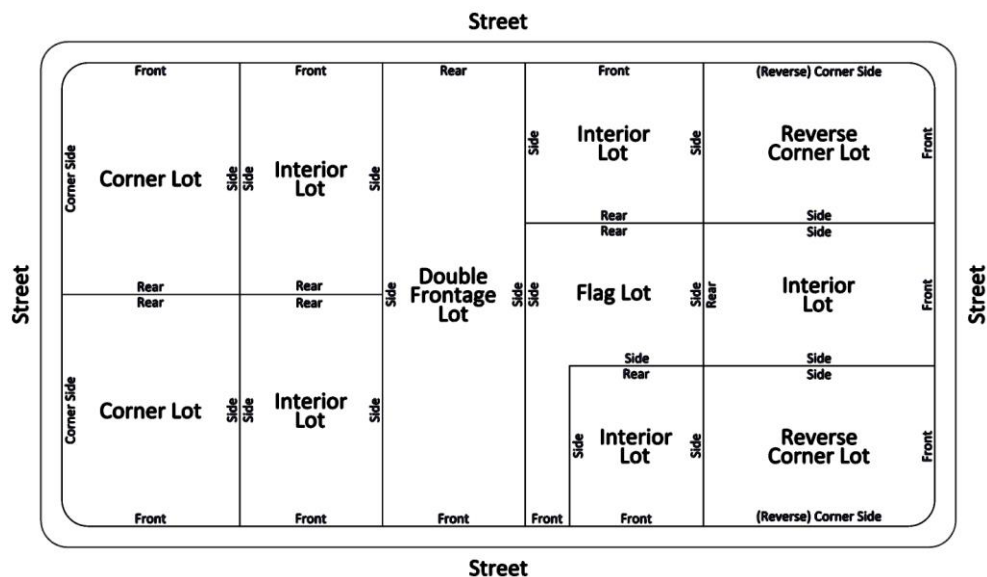
An "interior lot" means a lot other than a corner or through lot, bounded by two interior side lot lines.

A "corner lot" means a lot situated at the junction of, and abutting on, two or more intersecting streets.

A "double frontage lot" means a lot which fronts upon two streets, or which fronts upon two streets which do not intersect at the boundaries of the lot.

A "reverse corner lot" is a corner lot where the side lot line adjoining a street is substantially a continuation of the front lot line of the first lot to its rear.

A "flag lot" means a lot such that the main building site area (the "flag") is set back from the street on which it fronts and includes an access strip (the "pole") connecting the main building site with the street.



3. A new defined term, "Pergola," as set forth below, is inserted between the definitions of "Parking space" and "Person":

"Pergola" means an open structure, which may either be freestanding or attached to a structure, that forms a partially shaded pedestrian walkway, passageway, or seating area.

SECTION 6. AMENDMENT OF ZONING ORDINANCE. Paragraphs 1(A) and 1(B) of Chapter 168.01 of the North Liberty Code of Ordinances is amended as follows:

- A. Residential Districts
- (1) RS-3 Single-~~FamilyUnit~~ Residence District.
 - (2) RS-4 Single-Unit Residence District.
 - (3) RS-6 Single-Unit Residence District.
 - (4) RS-7 Single-Unit Residence District.
 - (5) RS-8 Single-Unit Residence District.
 - (6) RS-9 Single-Unit Residence District.
 - (7) RD-8 Two-Unit Residence District.
 - (8) RD-10 Two-Unit Residence District.
 - (9) RM-8 Multi-Unit Residence District.
 - (10) RM-12 Multi-Unit Residence District.
 - (11) RM-21 Multi-Unit Residence District.
 - (12) R-MH Residential Manufactured Home Park District.
- B. Commercial Districts
- (1) C-1-A Central Commercial District.
 - (2) C-1-B General Commercial District.
 - (3) C-2-~~A~~ Highway Commercial District.
 - ~~(4)~~ ~~C-2-B Highway Commercial District.~~
 - ~~(5)~~~~(4)~~ C-3 Higher-Intensity Commercial District.
 - ~~(6)~~~~(5)~~ O/RP Office and Research Park District

SECTION 7. AMENDMENT OF ZONING ORDINANCE. Paragraphs 1(A) and 5(B) of Chapter 168.02 of the North Liberty Code of Ordinances is amended as follows:

168.02 RESIDENTIAL DISTRICTS.

- A. RS-3 Single-~~FamilyUnit~~ Residence District. The RS-3 District is intended to provide and maintain low-density single-~~familyunit~~ residential neighborhoods. Limited non-residential uses that are compatible with the surrounding residential neighborhoods may be permitted in the RS-3 District.
- B. RD and RM Districts.

Table 168.02-B Dimensional Standards SF = Square Feet, DU= Dwelling Unit, ' = Feet					
	RD-8	RD-10	RM-8	RM-12	RM-21
Bulk					
Minimum Lot Area	10,000 SF 5,000 SF/DU	9,000 SF 4,500 SF/DU	21,780 SF 5,000 SF/DU	21,780 SF 3,500 SF/DU	21,780 SF 2,000 SF/DU
Minimum Frontage	40'	35'	75'	50'	50'
Minimum Lot Width	100'	80'	100'	80'	80'
Maximum Building Height	35'	35'	40'	40'	65'
Setbacks					
Minimum Required Front Yard	25'	25'	25'	25'	25'
Minimum Required Corner Side Yard	25'	25'	25'	25'	25'
Minimum Required Side Yard	10'8'	10'5'	15'	15'	10'
Minimum Required Rear Yard	30'	30'	30'	30'	30'
*An additional foot of setback is required for every foot of building height over 45'					

SECTION 8. AMENDMENT OF ZONING ORDINANCE. Chapter 168.03 of the North Liberty Code of Ordinances is amended as follows:

168.03 COMMERCIAL DISTRICTS.

1. Defined.
 - A. C-1-A Central Commercial District. The C-1-A District is intended to provide a traditional central setting oriented toward pedestrians as well as automobiles. It is typified by high-density commercial development with minimal setback requirements.
 - B. C-1-B General Commercial District. The C-1-B District is intended to provide for the uses established under the C-1-A Central Commercial District and other commercial uses which due to space requirements and the nature of operations are not suitable for location within a compact central commercial center. Setback and yard requirements are greater than under the C-1-A Central Commercial District.
 - C. ~~C-2-A~~ Highway Commercial District. The ~~C-2-A~~ District is intended to provide for those commercial uses which may take particular advantage of a highway location and/or due to size or other nuisance constraints may be incompatible with the predominantly retail uses permitted in the C-1-A and C-1-B Commercial Districts, and whose service area is not confined to any one neighborhood or community.
 - ~~D. C-2-B Highway Commercial District. The C-2-B District is intended to provide for those commercial uses which may take advantage of a highway location and are compatible with second-story residential uses. This district will be used sparingly after initial passage of the City zoning map.~~
 - E.D. C-3 Higher-Intensity Commercial District. The C-3 District is intended to accommodate higher-intensity commercial development that serves both local and regional markets. The C-3 District addresses medium and large-scale development that may generate considerable traffic and typically requires significant off-street parking. Higher density residential uses are also allowed to facilitate a mixed-use orientation where appropriate.
 - F.E. O/RP Office and Research Park District. The O/RP District is intended to accommodate office buildings, similar structures, and complementary uses in a mutually compatible environment. It is designed to provide landscaping and space requirements suitable for an office and research setting. Uses are limited to those compatible with an office setting and those which do not produce noise, air, or other environmental nuisances which might interfere with activities within the district and surrounding residential areas.

2. Dimensional Standards.

Table 168.03 Dimensional Standards SF = Square Feet, ' = Feet						
	C-1-A	C-1-B	C-2-A	C-2-B	C-3	O/RP
Bulk						
Minimum Lot Area	None	None	None	None	20,000 SF	1.5 acres
Minimum Frontage	35'	35'	35'	35'	35'	100'
Minimum Lot Width	35'	35'	35'	35'	35'	150'
Maximum Building Height	45'	45'	35'45'	35'	75'*	75'
Setbacks						
Minimum Required Front Yard	0'	25'	25'	25'	25'	50'
Minimum Required Corner Side Yard	0'	25'	25'	25'	25'	50'
Minimum Required Side Yard	0'	10'	10'	10'	10' unless abutting a residential district then 20'*	20'
Minimum Required Rear Yard	10'	20'10' unless abutting a residential district than 20'*	20'10' unless abutting a residential district than 20'*	20'	10' unless abutting a residential district then 25' than 20'*	50'

* One foot of additional setback above the required side or rear yard setback as measured from a lot line of property within a residential district for every one-foot building height above 35 feet.

SECTION 9. AMENDMENT OF ZONING ORDINANCE. Table 168.06: Use Matrix, in Chapter 168.06 of the North Liberty Code of Ordinances is amended as follows:

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

Use	ID	RS	RD	RM	R-MH	C-1-A	C-1-B	C-2-A	C-2-B	C-3	OR/P	I-1	I-2	I-P	P
1. Adult Entertainment													C		
2. Agricultural Experience	C														
3. Agriculture	P														
4. Amusement Facility – Indoor						C	P	P	P	P					
5. Amusement Facility – Outdoor										C					
6. Animal Care Facility						P	P	P	P			P			
7. Animal Shelter												C			C
8. Art Gallery						P	P	P	P	P					
9. Arts and Fitness Studio						P	P	P	P	P					
10. Bar						P	P	P	P	P		P		P	
11. Bed and Breakfast Home		C													
12. Body Art Establishment								P	P						
13. Brewery-Micro						P	P	P	P	P				P	
14. Broadcasting Studio								P	P	P				P	P
15. Building Trades and Services								P	P	P		P		P	
16. Car Wash								P	P						
17. Child Care Center						P	P	P	P	P	P			P	P
18. Child Care Home		P			P										
19. Child Development Home		P													
20. Community Center						P	P	P	P	P				P	P
21. Community Pantry	C	C	C	C		C	P	P	P						
22. Cultural Facility						P	P	P	P	P					P
23. Distillery, Micro						P	P	P	P	P				P	
24. Drive-Through Facility						C	P	P	P	P	P			P	
25. Dwelling – Manufactured Home					P										
26. Dwelling – Mixed Use						P	P	P	P	P					
27. Dwelling – Multiple-Unit				P				P		P					

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

Use	ID	RS	RD	RM	R-MH	C-1-A	C-1-B	C-2-A	C-2-B	C-3	OR/P	I-1	I-2	I-P	P
28. Dwelling – Single-Unit	P	P													
29. Dwelling – Single-Unit Zero Lot Line			P												
30. Dwelling – Townhouse				P				P							
31. Dwelling – Two Unit			P	P											
32. Educational Facility – Primary	P	P	P	P		P	P	P	P	P					P
33. Educational Facility – Secondary	P	P	P	P		P	P	P	P	P					P
34. Educational Facility – University or College											P			P	P
35. Educational Facility – Vocational						C	P	P	P	P		P		P	
36. Financial Institution						P	P	P	P	P				P	
37. Fireworks, Retail Sales of												P			
38. Food Bank												P			
39. Fueling Station							P	P	P	P		P		P	
40. Fulfillment Center, Micro								C	C	C		P			
41. Funeral Home								P	P						
42. Golf Course/Driving Range							P								P
43. Greenhouse/Nursery - Retail												P			
44. Group Home	P	P	P		P										
45. Healthcare Institution										P				P	P
46. Heavy Rental and Service Establishment												P			
47. Heavy Retail Establishment										P		P			
48. Hotel						C	P	P	P	P	P			P	
49. Industrial - General												P	P		
50. Industrial - Light												P	P	P	
51. Industrial Design							P	P	P	P		P		P	

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

Use	ID	RS	RD	RM	R-MH	C-1-A	C-1-B	C-2-A	C-2-B	C-3	OR/P	I-1	I-2	I-P	P
77. Vehicle Dealership, New and Used								P	P	P					
78. Vehicle Dealership, Used								C	€						
79. Vehicle Operations Facility												P			P
80. Vehicle Rental												P			
81. Vehicle Repair - Major								C	€			P			
82. Vehicle Repair - Minor								P	P			P			
83. Warehouse												P			
84. Wholesale Establishment												P			
85. Winery, Micro						P	P	P	P	P				P	

SECTION 10. AMENDMENT OF ZONING ORDINANCE. Paragraphs 6, 15, 27, 29, 30, 31, 39, 72 and 76 of Chapter 168.07 of the North Liberty Code of Ordinances are each respectively amended as follows:

6. Animal Care Facility.
 - A. Defined. Animal Care Facility means an establishment which provides care for domestic animals, including veterinary offices for the treatment of animals, pet grooming facilities and animal training centers and clubs. The boarding of animals is limited. Animal care facilities do not include animal breeders or animal shelters.
 - B. Use Standards.
 - (1) Animal care facilities must locate exterior exercise areas in the rear yard only. Exterior exercise areas must provide covered areas over a minimum of 30% of the exterior area to provide shelter against sun/heat and weather. A fence a minimum of six feet in height is required for all exterior exercise areas.
 - (2) Animal care facilities must locate all overnight boarding facilities indoors. Overnight boarding is not permitted in the C-1-B, ~~and C-2-A~~ Districts ~~and C-2-B Districts~~ unless short-term boarding is incidental to the veterinary treatment of animals.
 - (3) All animal quarters and exterior exercise areas must be kept in a clean, dry, and sanitary condition.

15. Building Trades and Services
 - A. Defined. Building Trades and Services means an establishment that undertakes activities related to building construction projects, as well as those that provide repair and maintenance services to buildings, including building systems, home appliances, and the like. These specialized trade contractors may work on subcontract from a general contractor, performing only part of the work covered by the general contract, or they may work directly for the owner of the building or project. Building and Trade Services uses primarily perform their work at the site of the structure being constructed or serviced, although they also may have shops where they perform work incidental to the job site. Examples of building trades and services include electrical, plumbing, heating, and air conditioning contractors, painting, masons, stone and tile setters, glass and glazing services.
 - B. Use Standards.
 - (1) Building area shall be limited to 7,500 square feet in the C-2-~~A, C-2-B~~ and C-3 Districts.
 - (2) Vehicles such as cars, vans and pickup trucks shall be permitted in designated parking spaces in any location. Box trucks, and other similar vehicles, along with trailers which may be pulled by permitted vehicles, shall also be permitted in designated parking

spaces, but shall not be located within a front or corner side yard. Smaller equipment such as skid loaders, forklifts, etc. may be permitted, provided they are stored indoors or inside enclosed trailers. Heavy vehicles and equipment such as tractor trailers, semi-trucks, construction equipment, and other large specialty vehicles as determined by Code Official shall be prohibited.

- (3) Outdoor storage shall only be permitted in the I-1 District.
 - (a) Outdoor storage or display areas shall be screened with landscaping consisting of shade trees and evergreen trees and shrubs. Such landscaped area shall be of sufficient width and density to provide an effective and aesthetically pleasing screen with trees and shrubs not less than five feet in height when planted. In lieu of planting strips, a six-foot tall solid vertical fence or masonry, heavy wood construction, or other similar material approved by the Code Official may be used as a screen.
 - (b) Outdoor storage or display shall be allowed only on hard-surface areas paved to parking lot specifications with asphalt or concrete.

27. Dwelling – Multiple–Unit.

- A. Defined. Multiple–Unit Dwelling means a structure containing three or more attached dwelling units used for residential occupancy. A multiple–unit dwelling does not include a townhouse dwelling.
- B. Use Standards.
 - (1) Buildings must be designed with consistent materials and treatments that wrap around all building elevations. There must be a unifying architectural theme for the entire multi-unit development, utilizing a common vocabulary of architectural forms, elements, materials, or colors in the entire structure.
 - (2) Building facades must include windows, projected or recessed entrances, overhangs, and other architectural features. Three-dimensional elements, such as balconies and bay windows, are encouraged to provide dimensional elements on a facade.
 - (3) Minimum required masonry on front and corner side yard building elevations in residential districts is 25%.
 - (4) A 15% minimum transparency requirement applies to any facade facing a street and is calculated on the basis of the entire area of the facade.
 - (5) Buildings shall be oriented to the best extent possible so that attached garages doors do not face the public right-of-way.
 - (6) Additional Commercial district design standards.
 - (a) Roofs shall be designed to be generally flat and shall be concealed from view by use of parapet walls or other architectural methods. Portions of roofs that are curved or

pitched may be allowed as architectural accents but shall not be used as the primary roof design.

29. Dwelling – Single-Unit Zero Lot Line.

- A. Defined. A Single-Unit Zero Lot Line Dwelling means a structure containing two dwelling units, the interior of which is configured in a manner such that the dwelling units are separated by a party wall and are on separate lots. A single-unit zero lot line dwelling is typically designed so that each unit has a separate exterior entrance and yard areas.
- B. Use Standards.
- (1) The interior side yard is not applicable to the side of the unit located on the lot line (shared wall attachment to another unit).
 - (2) Each unit must have an approved one-hour fire-resistive wall between them that is built in such a manner as to allow no connections other than the wall itself between the units
 - (3) The front entry must be an integral part of the structure, using features such as porches, raised steps and stoops with roof overhangs, or decorative railings to articulate the front facade.
 - (4) Minimum required masonry on front and corner side yard building elevations is 25%, with the following exceptions:
 - (i) Two, two-inch caliper trees planted in the corner side yard. Existing trees of adequate size in the corner side yard may satisfy this requirement.
 - (ii) Architectural relief on the façade facing the corner side yard, such that the wall contains more than two offsets, which may consist of wall corners, bay or bowed windows, or other means approved by the Code Official.
 - (5) A 5% minimum transparency requirement applies to the front facade and is calculated on the basis of the area of the facade below the roofline.

30. Dwelling – Townhouse.

- A. Defined. Townhouse Dwelling means structure consisting of three or more dwelling units, the interior of which is configured in a manner such that the dwelling units are separated by a party wall and may or may not be on separate lots. A townhouse is typically designed so that each unit has a separate exterior entrance and yard areas. A townhouse dwelling does not include a multi-family dwelling. To provide for design flexibility, a townhouse dwelling development may include single-unit dwellings.
- B. Use Standards.
- (1) The interior side yard is not applicable to the side of the unit located on the lot line (shared wall attachment to another unit).

- (2) Each unit must have an approved one-hour fire-resistive wall between them that is built in such a manner as to allow no connections other than the wall itself between the units
- (3) The front entry must be an integral part of the structure, using features such as porches, raised steps and stoops with roof overhangs, or decorative railings to articulate the front facade.
- (4) Minimum required masonry on front and corner side yard building elevations in residential districts is 25%.
- (5) A 5% minimum transparency requirement applies to the front facade and is calculated on the basis of the area of the facade below the roofline.
- (6) Additional commercial district design standards.
 - (a) Buildings shall be oriented to the best extent possible so that attached garages doors do not face the public right-of-way.
 - (b) Roofs shall be designed to be generally flat and shall be concealed from view by use of parapet walls or other architectural methods. Portions of roofs that are curved or pitched may be allowed as architectural accents but shall not be used as the primary roof design.
 - (c) A 15% minimum transparency requirement applies to any facade facing a street and is calculated on the basis of the entire area of the facade.

31. Dwelling - Two-Unit.

- A. Defined. A Two-Unit Dwelling means a structure containing two dwelling units, arranged side-by-side with each unit having an exterior entrance, on a single lot. To provide for design flexibility, a two-unit dwelling development may include single-unit dwellings.
- B. Use Standards.
 - (1) The front entry must be an integral part of the structure, using features such as porches, raised steps and stoops with roof overhangs, or decorative railings to articulate the front facade.
 - (2) Minimum required masonry on front and corner side yard building elevations is 25%.
 - (3) A 5% minimum transparency requirement applies to the front facade and is calculated on the basis of the area of the facade below the roofline.

39. Fueling Station.
- A. Defined. Fueling Station means an establishment where fuel for vehicles is dispersed from fixed equipment into the fuel tanks or battery cells of said vehicles. A fueling station may also include ancillary car wash bays.
 - B. Use Standards. ~~None.~~
 - (1) Canopy support structures shall be wrapped in masonry materials consistent with the principal building.
72. Self-Storage Facility: Outdoor.
- A. Defined. Outdoor self-storage facility means an establishment for the storage of personal property where individual renters control and access individual storage spaces and where each storage unit has individual access from the outdoors. Ancillary retail sales of related items, such as moving supplies, and facility offices may also be included. Rental of vehicles and other equipment for moving is a separate use from self-storage facility. The heavy retail, rental, and service use must be allowed within the district and requires separate approval.
 - B. Use Standards.
 - (1) Storage units cannot be used for residential occupancy or business.
 - (2) No plumbing connections are permitted in self-storage units.
 - (3) Outdoor self-storage facilities shall be oriented to the best extent possible so that storage unit access doors do not face the public right-of-way, or residential districts as set forth in Section 168.02.
 - (4) Exterior facades not facing the exterior of the property are not subject to the masonry requirements set forth in Section 169.10.
 - (5) Commercial district design standards.
 - (a) Exterior facades that face a right-of-way or adjoining residential district shall include the following:
 - (i) Color, texture and building material changes.
 - (ii) Wall articulation change of no less than two feet in depth or projection every 50 feet.
 - (iii) Wall articulation change no less than two feet in vertical elevation every 50 feet in building width. The change in elevation shall extend a minimum of 20 feet in building width.
 - (iv) Exterior facades that face a right-of-way or adjoining residential district shall include windows or faux windows.

76. Utility (Sub)Station

A. Defined. Utility (sub)station means a structure or facility used by a public or quasi-public utility agency to store and/or distribute public utilities. Utility (sub)stations does not include outdoor storage or maintenance facilities.

B. Use Standards.

- (1) Utility (sub)stations, shall to the greatest degree possible, be located so as to minimize impacts on surrounding properties and public infrastructure.
- (2) No setbacks are required, however, utility (sub)stations shall not block visibility or create traffic hazards.
- (3) Minimum required masonry on all building elevations is 60%,
- (3) Utility (sub)stations shall be screened with landscaping consisting of shade trees and evergreen trees and shrubs. Such landscaped area shall be of sufficient width and density to provide an effective and aesthetically pleasing screen with trees and shrubs not less than five feet in height when planted. In lieu of a landscape area, a masonry wall may be used as a screen.

(4) Decorative fences within the front yard may exceed the maximum height specified in section 169.04 subject to the following:

- (a) Fence material shall be wrought iron or ornamental metal and shall have masonry columns spaced a maximum of 50 feet.
- (b) Maximum height is 10 feet.
- (c) Shall not be located within the corner visual clearance area.

SECTION 11. AMENDMENT OF ZONING ORDINANCE. Paragraph 2(F&G) of Chapter 169.01 of the North Liberty Code of Ordinances is amended as follows:

169.01 OFF-STREET PARKING AND LOADING.

- F. Setbacks. Off-street parking spaces and drive aisles within a parking lot or structure must be designed in accordance with the minimum dimensions in Table 169.01-B Off-Street Parking and Loading Setbacks.

District	Right-Of-Way Front/Corner Lot Line	Side Lot Line	Rear Lot Line
ID, RS, RD	25 feet ¹	3 feet ²	3 feet
R-MH	10 feet ³	5 feet	5 feet
RM, C, I, P	10 feet	5 feet	5 feet
O/RP	25 feet	10 feet	10 feet

1. For residential uses ~~Off~~ off-street parking areas may be within the front or corner side yard, but shall not occupy greater than 50 percent of the required ~~front~~ yard and shall not provide greater than one parking space in addition to that provided in the travel portion of the driveway. Notwithstanding the foregoing, the two required parking spaces for single and two-unit dwellings may be located within either the required front or corner side yard single if no garage exists and there is inadequate area to locate one of the parking spaces in the side or rear yard subject to the condition that driveway be a maximum 20 feet in width.
2. No setback required on an interior side lot line for two-unit dwelling buildings.
3. Off-street parking areas may be within the front yard.
4. In any district where off-street joint access is provided, the required setback on an interior side lot line may be reduced if a joint access easement agreement is recorded between the two lots.

- G. Single-Unit, Two-Unit Zero Lot Line, Duplex and Townhouse Dwellings.
- (1) All required off-street parking spaces must have vehicular access from a driveway that connects to a street, alley or private drive isle. The width of the driveway shall be a minimum of 10 feet.
 - (2) Townhouse developments are generally prohibited from constructing ~~curb cuts individual driveway accesses to along~~ a public street. Exceptions may be granted to lower-volume local streets and/or in areas where property boundaries make access from a private street impractical.
 - (3) Required off-street parking spaces may be designed so that the driver may back out into the street or alley.
 - (4) All off-street parking areas must be improved with a hard surfaced, all-weather dustless material; pervious and non-pervious pavers may be used. Sealcoating and roto milling (the process of removing at least part of the surface of a paved area) and gravel is prohibited. Thickness of surfacing must comply with the regulations of the Iowa Statewide Urban Design and Specifications, as amended.

SECTION 12. AMENDMENT OF ZONING ORDINANCE. Paragraph 6 of Chapter 169.04 and table 169.05 of the North Liberty Code of Ordinances are amended as follows:

6. Height.
The height of all fences and/or retaining walls located within a front, corner side yard, side, or rear yard shall not exceed those found in Table ~~169.05~~169.04.

Table 169.05 <u>169.04</u> Maximum Fence and Wall Height				
District	Front Yard	Corner Side Yard	Side Yard	Rear Yard
Residential Districts	4'	4'	8' <u>6'</u>	8' <u>6'</u>
All Other Districts	4'	4'	16'	16'

1. Fences shall not be located within the corner visual clearance.
2. Chain ~~link~~ fences shall not be located within the required front or required corner side yard (see exception within number 4 below).
3. Fences shall not exceed 8' in height if the property abuts a residential district.
4. With the exception of a reverse corner lot~~On a corner lot, a 6-foot high privacy fence up to 6' high~~ may be erected on that portion of the corner lot at the rear of the house provided the fence is erected a minimum of 15 feet from any sidewalk, driveway, or right-of-way line. Said fence shall comply in all other respects with the fence requirements.

SECTION 13. AMENDMENT OF ZONING ORDINANCE. Paragraphs 1, 2 and 3 of Chapter 169.05 of the North Liberty Code of Ordinances are amended as follows:

169.05 ACCESSORY STRUCTURES AND USES.

Accessory structures and uses shall occupy the same lot as the main use or building. No lot shall have an accessory structure or use without the principal use. No accessory structure shall be used as a dwelling unit. Accessory structures shall be constructed out of material intended for long-term exposure to the elements. Prohibited materials include, but are not limited to cloth, fabric, canvas, plastic sheets and tarps. Exceptions to the materials prohibition includes plastic for greenhouses and fabric and/or canvas for shade structures. Shipping containers are prohibited as an accessory structure.

1. Yard Encroachment.
No accessory building or use shall be located within any yard unless authorized by this Section and/or Section 169.08.
2. Freestanding ~~Private~~ Garages, Storage Buildings, Greenhouses, Gazebos, Pergolas, and other Similar Structures greater than 200 Square Feet Gross Floor Area.
 - A. RS, RD and ID districts shall be subject to the following:
 - (1) A maximum of one freestanding garage, storage building, greenhouse, gazebo, pergola, or other similar structure greater than 200 square feet gross floor area.
 - (2) Freestanding garages. A maximum gross floor area of 850 square feet. RS district exception: on properties exceeding .5 acres but less than .75 acres, the maximum gross floor area shall be 1,000 square feet. On properties

exceeding .75 acres but less than one acre, the maximum gross floor area shall be 1,200 square feet. On properties exceeding one acre, the maximum gross floor area shall be 1,400 square feet. Notwithstanding the foregoing, the gross floor area shall not exceed the total footprint of the residence.

~~(3)~~ All other structures besides freestanding garages. A maximum gross floor area of 600 square feet.

~~(3)(4)~~ May be located within the rear yard subject to a five foot side and rear setback.

~~(4)(5)~~ May be located within a side yard subject to meeting the required side and rear yard setbacks for the main building.

~~(5)(6)~~ Must be situated A minimum 20 feet from a public or private right-of-way or improved home.

~~(6)(7)~~ May Not not be located within any utility, sewer, drainage, access or walkway easement, where such easement is dedicated to the City or to public use.

~~(7)(8)~~ A maximum height of 15 feet.

B. RM district.

(1) No maximum number ~~of freestanding garages accessory structures,~~ however, the aggregate floor area shall not exceed the aggregate footprint of the main buildings.

(2) May be located within the rear yard subject to a 10-foot side and rear setback.

(3) A minimum 20 feet from a public or private right-of-way or improved alley.

(4) Not within any utility, sewer, drainage, access or walkway easement, where such easement is dedicated to the City or to public use.

(5) A maximum height of 15 feet.

3. Storage Buildings, ~~and~~ Greenhouses, Gazebos, Pergolas and other Similar Structures 200 Square Feet Gross Floor Area or Less.

A. ~~RS, and~~ RD and ID districts shall be subject to the following:

(1) A maximum two storage buildings, greenhouses, gazebos, pergolas, or structures designed for other similar use, or any combination thereof, may be located within the rear yard.

~~(2)~~ Maximum 200 square feet gross floor area per structure.

~~(3)(2)~~ A minimum of five feet from the side and rear property line.

~~(4)(3)~~ A minimum of 10 feet from a public or private right-of-way alley.

~~(5)(4)~~ Not within any utility, sewer, drainage, access or walkway easement, where such easement is dedicated to the City or to public use.

~~(6)(5)~~ Maximum building height of 10 feet.

SECTION 14. AMENDMENT OF ZONING ORDINANCE. Paragraph 8(B) of Chapter 169.08 and table 169.08 of the North Liberty Code of Ordinances are amended as follows:

- B. In districts where a maximum height is imposed, such height limitations shall not apply to certain appurtenances and structures and are indicated in Table 169-08: Permitted Encroachments into Required Yards and Exceeding Maximum Building Height.

Table 169-08: Permitted Encroachments Into Required Yards and Exceeding Maximum Building Height Y= Permitted // N= Prohibited Max. = Maximum // Min. = Minimum				
	Required Front/Corner Side Yard	Required Side Yard	Required Rear Yard	Exceed Max. Building Height
Accessibility Ramp	Y	Y	Y	N
Air Conditioner Window Unit Max. projection of 18" from building wall	Y	Y	Y	N
Arbor or Trellis	Y	Y	Y	N
Awning or Sunshade Max. of 2' Does not include awnings used as a sign (See Chapter 173)	Y	Y	Y	N
Bay Window Max. of 2' Min. of 24" above ground	Y	Y	Y	N
Canopy Max. of 2' Does not include canopies used as a sign (See Chapter 17.12)	Y	Y	Y	N
Chimney Max. of 18" into required yard	Y	Y	Y	Y
Elevator and Stairway Bulkheads	N	N	N	Y
Emergency sirens and similar devices.	N	N	N	Y
Deck (uncovered) Min 5' from side lot line Min 10' from rear lot line	N	Y	Y	N
Dog House Min. of 4' from any lot line.	N	N	Y	N
Eaves, Gutters and Downspouts Max. of 4' into required yard	Y	Y	Y	N
Fire Escape Max. of 3' into required yard	N	Y	Y	Y
Fire Training Tower	N	N	N	Y
Gazebo or Pergola Min. of 5' from any lot line.	N	Y	Y	N
Grain Elevator (and necessary mechanical appurtenances)	N	N	N	Y
Landscaping	Y	Y	Y	N
Patio (uncovered) Min. 5' from any lot line	N	Y	Y	N

Table 169-08: Permitted Encroachments Into Required Yards and Exceeding Maximum Building Height Y= Permitted // N= Prohibited Max. = Maximum // Min. = Minimum				
	Required Front/Corner Side Yard	Required Side Yard	Required Rear Yard	Exceed Max. Building Height
<u>Pergola (attached)</u> <u>Min 5' from side lot line</u> <u>Min 10' from rear lot line</u>	N	Y	Y	N
Personal Recreation Game Court Min. of 5' from any lot line	N	N	Y	N
Playground Equipment Min. of 4' from any lot line	N	N	Y	N
Sidewalk Min. of 3' from any lot line except front lot line.	Y	Y	Y	N
Sills, Belt course, Cornices, and Ornamental features Max. of 2' into required yard	Y	Y	Y	N
Silos	N	N	N	Y
Smokestack	N	N	N	Y
Steeple, Spires and Belfries	N	N	N	Y
Steps (providing access to an entryway)	Y	Y	Y	Y
Stoop Max. of 4' into required yard	Y	Y	Y	N
Utility Equipment (Directly Connected to Structure being Served). Max. of ½ into Required Yard	N	Y	Y	Y
Water Towers and Cooling Towers	N	N	N	Y
<u>Window Wells</u>	Y	Y	Y	Y

SECTION 15. AMENDMENT OF ZONING ORDINANCE. Chapter 173.06 of the North Liberty Code of Ordinances is amended as follows:

173.06 SIGNS IN RESIDENTIAL ZONES.

1. Neighborhood or Development Signs. Residential developments or neighborhoods of four or more dwelling units shall be permitted one freestanding monument sign for each public street frontage or each entrance. Such signs may be placed in any location on private property provided the sign complies with the same height limitations specified for fences. Maximum sign area for each sign ~~shall be two square feet, plus one square foot for each dwelling unit or lot, but shall not exceed 50 square feet in area per sign face.~~
2. Non-residential Uses. Each non-residential principal use shall be permitted wall signs and one freestanding monument sign per public street frontage, subject to the following size requirements.

- A. Maximum Wall Sign Area. The total area of wall signage shall not exceed one square foot for each lineal foot of building wall when viewed in elevation, not to exceed 50 square feet.
- B. Maximum Freestanding Sign Area. One sign is permitted per public street access. The surface area for each sign shall not exceed 50 square feet and the height shall not exceed 5 feet.

SECTION 16. AMENDMENT OF ZONING ORDINANCE. Paragraph 2 of Chapter 173.07 of the North Liberty Code of Ordinances is amended as follows:

- 2. Business and Public Use Signs. Each enterprise, institution, or business shall be permitted wall signs, one canopy sign per street frontage, and one freestanding monument sign per public street frontage, subject to the following maximum size requirements. Multiple businesses in the same building shall apportion façade length, building wall, and street frontage such that any maximum size requirement is not exceeded for a particular property.
 - A. Maximum Wall Sign Area. The total area of wall signage shall not exceed the following requirements for each building wall to which the signage is attached.
 - (1) In the C-1-A and Public districts, one square foot for each lineal foot of building wall when viewed in elevation, not to exceed the following maximums:
 - (a) 40 square feet for building walls up to 50 feet in length.
 - (b) 80 square feet for building walls over 50 feet in length.
 - (2) In the C-1-B, C-2-A and C-3 zone districts, for buildings fewer than four-story in height, two square feet for each lineal foot of building wall when viewed in elevation, not to exceed 300 square feet. For buildings four-stories in height or greater, the total area of wall signage shall not exceed four square feet for each lineal foot of building wall the sign is attached to when viewed in elevation, not to exceed 400 square feet provided that the wall sign be mounted at or above the fourth-story.
 - B. Maximum Freestanding Sign Area.
 - (1) In the C-1-A and Public districts, one sign is permitted per public street access. The surface area for each sign shall not exceed 50 square feet, except for development complexes as specified in section 173.07(1), and the height shall not exceed 20 feet.
 - (2) In the C-1-B, C-2-A and C-3 zone districts, one sign is permitted per street frontage. The surface area for each sign shall not exceed 100 square feet, except for development complexes as specified in section 173.07(1), and the height shall not exceed 24 feet.

SECTION 17. AMENDMENT. The Official Zoning Map incorporated in Chapter 168.01(2) of the North Liberty Code of Ordinances is hereby amended such that each property currently designated as C-2-A Highway Commercial District is redesignated as C-2 Highway Commercial District. Each property currently designated as C-2-B Highway Commercial District is redesignated as C-2 Highway Commercial District. It is hereby authorized and directed that the Zoning Map of the City of North Liberty, Iowa, be changed to conform to this amendment upon final passage, approval and publication of this ordinance as provided by law.

SECTION 18. REPEALER. All Ordinances and parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 19. 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 20. 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 21. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on _____, 2023.

Second reading on _____, 2023.

Third and final reading on _____, 2023.

CITY OF NORTH LIBERTY:

CHRIS HOFFMAN, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. _____ in the Cedar Rapids Gazette on the ____ day of _____, 2023.

TRACEY MULCAHEY, CITY CLERK

ORDINANCE NO. 2023-26

REQUEST OF THE CITY OF NORTH LIBERTY FOR AN ORDINANCE AMENDING CHAPTERS 139, 165, 166, 167, 168, 169 AND 173 OF THE NORTH LIBERTY CODE OF ORDINANCES, AMENDING REGULATIONS FOR NAMING OF STREETS, CONDITIONS FOR CONSTRUCTION SITE PLAN APPROVAL, ZONING MAP AMENDMENTS, AND REQUIRED COMPREHENSIVE PLAN COMPONENTS, ADDING NEW AND UPDATING DEFINITIONS, AMENDING CERTAIN RESIDENTIAL DISTRICTS AND COMBINING THE C-2-A AND C-2-B ZONING DISTRICTS, AMENDING BULK REQUIREMENTS IN CERTAIN RESIDENTIAL AND COMMERCIAL DISTRICTS, ZONING USE MATRIX AND ZONING USE STANDARDS, OFF-STREET PARKING REGULATIONS, MAXIMUM FENCE HEIGHT IN RESIDENTIAL DISTRICTS, ACCESSORY STRUCTURE STANDARDS, AND PERMITTED ENCROACHMENTS IN REQUIRED YARDS.

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

SECTION 1. AMENDMENT OF THE NAMING OF STREETS ORDINANCES. Chapter 139.01 of the North Liberty Code of Ordinances is amended to read as follows:

New streets shall be assigned names in accordance with the following:

1. Extension of Existing Street. Streets added to the City that are natural extensions of existing streets shall be assigned the name of the existing street.
2. Resolution. All streets shall be named by resolution. Streets names depicted on a final subdivision plat and/or preliminary site plan approved by resolution satisfy this requirement.
3. Planning and Zoning Commission. Proposed street names shall be referred to the Planning and Zoning Commission for review and recommendation.

SECTION 2. AMENDMENT OF ZONING ORDINANCE. Paragraph 3(D) of Chapter 165.05 of the North Liberty Code of Ordinances is amended to read as follows:

- D. Extension of public utilities and services, dedication of right-of-way.
 - (1) The petitioner may, as a condition of the construction site plan approval, be required to install public utilities, including (but not limited to) water lines, storm sewer, sanitary sewer, street paving, fire hydrants, and such other utilities as applicable to properly serve the proposed development , to provide easements for the ingress and egress of public utility and emergency vehicles, and to dedicate right-of-way to accommodate motorized and nonmotorized transportation, parking, and utility requirements. The

City and petitioner may enter into a written site plan agreement governing the installation and establishment of such utilities and accommodations necessary to satisfy public needs. Where required as a condition of a construction site plan approval, utilities shall be constructed in accordance with construction standards as established by resolution of the City Council for those portions within the public right-of-way and to be dedicated to the City, and may be required to be constructed to the same specifications for those undedicated portions where said utilities may have a direct effect on the future safety, proper functioning, and maintenance of those portions to be dedicated.

- (2) To allow orderly development, the water lines and sanitary sewer service installed in a proposed development pursuant to subparagraph 1 above shall extend to the boundary line of the subject property, and beyond as may be determined to be necessary by the City to provide for future service to adjacent properties. The City shall require the installation of water and sewer service of sufficient size and capacity to serve the full area capable of being served by each such type of improvement, so that the City will not be required to construct parallel or duplicate facilities. If such improvements are greater in size than needed to serve the subject property itself, the City, at its discretion, may share in the expense thereof. Such cost sharing shall be according to the terms of a site plan agreement. Any payment of excess costs by the City shall be pursuant to state law.

SECTION 3. AMENDMENT OF ZONING ORDINANCE. Paragraph 4(D) of Chapter 165.09 of the North Liberty Code of Ordinances is amended to read as follows:

- D. Approval Standards. The Planning Commission recommendation and the City Council decision on any zoning text or map amendment is a matter of legislative discretion that is not controlled by any particular standard. However, in making their recommendation and decision, the Plan Commission and the City Council must consider the following standards. The approval of amendments is based on a balancing of these standards.
 - (1) Map Amendments.
 - (a) The consistency of the proposed amendment with the Comprehensive Plan and any adopted land use policies.
 - (b) The compatibility with the zoning of nearby property
 - (c) The compatibility with established neighborhood character.
 - (d) The extent to which the proposed amendment promotes the public health, safety, and welfare of the City.

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

SECTION 4. AMENDMENT OF ZONING ORDINANCE. Paragraph 7(A) of Chapter 166.02 of the North Liberty Code of Ordinances is amended to read as follows:

Comprehensive Plan. It shall be the duty of the Commission, after holding public hearings, to create and recommend to the Council a comprehensive plan for the physical development of its jurisdiction, which may include areas outside of the City’s boundaries which bear consideration to the planning of the jurisdiction. The Commission shall also recommend amendments to the comprehensive plan.

SECTION 5. AMENDMENT OF ZONING ORDINANCE. Chapter 167.01 of the North Liberty Code of Ordinances is amended as follows:

1. The existing defined term, “Accessory building,” is amended to read as follows:

“Accessory structure” means a structure incidental to and located on the same lot as the principal building.

2. A new defined term, “Gazebo,” as set forth below, is inserted between the definitions of “Garage, private” and “Grade”:

“Gazebo” means a freestanding roofed structure with open sides.

3. Delete definitions, “Lot,” Lot, corner,” “Lot, flag,” “Lot, interior”.

4. New defined term, “Lot,” as set forth below, is inserted between the definitions of “Livestock” and “Lot area”:

“Lot” means the basic development unit for determination of lot area, depth, and other dimensional regulations. The following describes the types of lot configurations:

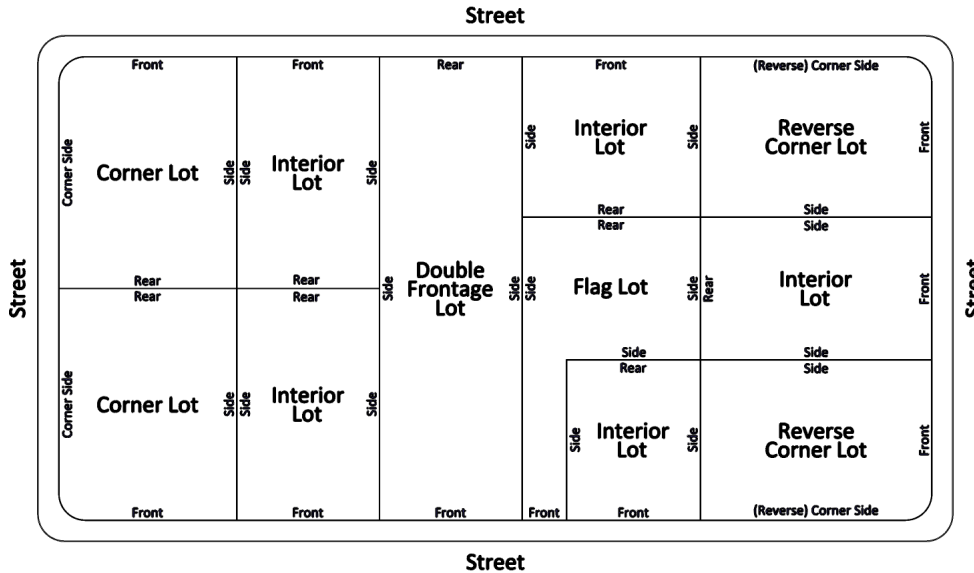
An “interior lot” means a lot other than a corner or through lot, bounded by two interior side lot lines.

A “corner lot” means a lot situated at the junction of, and abutting on, two or more intersecting streets.

A “double frontage lot” means a lot which fronts upon two streets, or which fronts upon two streets which do not intersect at the boundaries of the lot.

A “reverse corner lot” is a corner lot where the side lot line adjoining a street is substantially a continuation of the front lot line of the first lot to its rear.

A “flag lot” means a lot such that the main building site area (the “flag”) is set back from the street on which it fronts and includes an access strip (the “pole”) connecting the main building site with the street.



3. A new defined term, “Pergola,” as set forth below, is inserted between the definitions of “Parking space” and “Person”:

“Pergola” means an open structure, which may either be freestanding or attached to a structure, that forms a partially shaded pedestrian walkway, passageway, or seating area.

SECTION 6. AMENDMENT OF ZONING ORDINANCE. Paragraphs 1(A) and 1(B) of Chapter 168.01 of the North Liberty Code of Ordinances is amended as follows:

- A. Residential Districts
 - (1) RS-3 Single-Unit Residence District.
 - (2) RS-4 Single-Unit Residence District.
 - (3) RS-6 Single-Unit Residence District.
 - (4) RS-7 Single-Unit Residence District.
 - (5) RS-8 Single-Unit Residence District.
 - (6) RS-9 Single-Unit Residence District.
 - (7) RD-8 Two-Unit Residence District.
 - (8) RD-10 Two-Unit Residence District.
 - (9) RM-8 Multi-Unit Residence District.
 - (10) RM-12 Multi-Unit Residence District.
 - (11) RM-21 Multi-Unit Residence District.
 - (12) R-MH Residential Manufactured Home Park District.

- B. Commercial Districts
 - (1) C-1-A Central Commercial District.
 - (2) C-1-B General Commercial District.
 - (3) C-2 Highway Commercial District.
 - (4) C-3 Higher-Intensity Commercial District.
 - (5) O/RP Office and Research Park District

SECTION 7. AMENDMENT OF ZONING ORDINANCE. Paragraphs 1(A) and 5(B) of Chapter 168.02 of the North Liberty Code of Ordinances is amended as follows:

168.02 RESIDENTIAL DISTRICTS.

- A. RS-3 Single-Unit Residence District. The RS-3 District is intended to provide and maintain low-density single-unit residential neighborhoods. Limited non-residential uses that are compatible with the surrounding residential neighborhoods may be permitted in the RS-3 District.
- B. RD and RM Districts.

Table 168.02-B Dimensional Standards SF = Square Feet, DU= Dwelling Unit, ' = Feet					
	RD-8	RD-10	RM-8	RM-12	RM-21
Bulk					
Minimum Lot Area	10,000 SF 5,000 SF/DU	9,000 SF 4,500 SF/DU	21,780 SF 5,000 SF/DU	21,780 SF 3,500 SF/DU	21,780 SF 2,000 SF/DU
Minimum Frontage	40'	35'	75'	50'	50'
Minimum Lot Width	100'	80'	100'	80'	80'
Maximum Building Height	35'	35'	40'	40'	65'
Setbacks					
Minimum Required Front Yard	25'	25'	25'	25'	25'
Minimum Required Corner Side Yard	25'	25'	25'	25'	25'
Minimum Required Side Yard	8'	5'	15'	15'	10'
Minimum Required Rear Yard	30'	30'	30'	30'	30'
*An additional foot of setback is required for every foot of building height over 45'					

SECTION 8. AMENDMENT OF ZONING ORDINANCE. Chapter 168.03 of the North Liberty Code of Ordinances is amended as follows:

168.03 COMMERCIAL DISTRICTS.

1. Defined.
 - A. C-1-A Central Commercial District. The C-1-A District is intended to provide a traditional central setting oriented toward pedestrians as well as automobiles. It is typified by high-density commercial development with minimal setback requirements.
 - B. C-1-B General Commercial District. The C-1-B District is intended to provide for the uses established under the C-1-A Central Commercial District and other commercial uses which due to space requirements and the nature of operations are not suitable for location within a compact central commercial center. Setback and yard requirements are greater than under the C-1-A Central Commercial District.
 - C. C-2 Highway Commercial District. The C-2 District is intended to provide for those commercial uses which may take particular advantage of a highway location and/or due to size or other nuisance constraints may be incompatible with the predominantly retail uses permitted in the C-1-A and C-1-B Commercial Districts, and whose service area is not confined to any one neighborhood or community.
 - D. C-3 Higher-Intensity Commercial District. The C-3 District is intended to accommodate higher-intensity commercial development that serves both local and regional markets. The C-3 District addresses medium and large-scale development that may generate considerable traffic and typically requires significant off-street parking. Higher density residential uses are also allowed to facilitate a mixed-use orientation where appropriate.
 - E. O/RP Office and Research Park District. The O/RP District is intended to accommodate office buildings, similar structures, and complementary uses in a mutually compatible environment. It is designed to provide landscaping and space requirements suitable for an office and research setting. Uses are limited to those compatible with an office setting and those which do not produce noise, air, or other environmental nuisances which might interfere with activities within the district and surrounding residential areas.

2. Dimensional Standards.

Table 168.03 Dimensional Standards SF = Square Feet, ' = Feet						
	C-1-A	C-1-B	C-2		C-3	O/RP
Bulk						
Minimum Lot Area	None	None	None		20,000 SF	1.5 acres
Minimum Frontage	35'	35'	35'		35	100'
Minimum Lot Width	35'	35'	35'		35'	150'
Maximum Building Height	45'	45'	45'		75'*	75'
Setbacks						
Minimum Required Front Yard	0'	25'	25'		25'	50'
Minimum Required Corner Side Yard	0'	25'	25'		25'	50'
Minimum Required Side Yard	0'	10'	10'		10' unless abutting a residential district than 20'*	20'
Minimum Required Rear Yard	10'	10' unless abutting a residential district than 20'*	10' unless abutting a residential district than 20'*		10' unless abutting a residential district than 20'*	50'

* One foot of additional setback above the required side or rear yard setback as measured from a lot line of property within a residential district for every one-foot building height above 35 feet.

SECTION 9. AMENDMENT OF ZONING ORDINANCE. Table 168.06: Use Matrix, in Chapter 168.06 of the North Liberty Code of Ordinances is amended as follows:

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

Use	ID	RS	RD	RM	R-MH	C-1-A	C-1-B	C-2		C-3	OR/P	I-1	I-2	I-P	P
1. Adult Entertainment													C		
2. Agricultural Experience	C														
3. Agriculture	P														
4. Amusement Facility – Indoor						C	P	P		P					
5. Amusement Facility – Outdoor										C					
6. Animal Care Facility						P	P	P				P			
7. Animal Shelter												C			C
8. Art Gallery						P	P	P		P					
9. Arts and Fitness Studio						P	P	P		P					
10. Bar						P	P	P		P		P		P	
11. Bed and Breakfast Home		C													
12. Body Art Establishment								P							
13. Brewery-Micro						P	P	P		P				P	
14. Broadcasting Studio								P		P				P	P
15. Building Trades and Services								P		P		P		P	
16. Car Wash								P							
17. Child Care Center						P	P	P		P	P			P	P
18. Child Care Home		P			P										
19. Child Development Home		P													
20. Community Center						P	P	P		P				P	P
21. Community Pantry	C	C	C	C		C	P	P							
22. Cultural Facility						P	P	P		P					P
23. Distillery, Micro						P	P	P		P				P	
24. Drive-Through Facility						C	P	P		P	P			P	
25. Dwelling – Manufactured Home					P										
26. Dwelling – Mixed Use						P	P	P		P					
27. Dwelling – Multiple-Unit				P				P		P					

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

Use	ID	RS	RD	RM	R-MH	C-1-A	C-1-B	C-2		C-3	OR/P	I-1	I-2	I-P	P
28. Dwelling – Single-Unit	P	P													
29. Dwelling – Single-Unit Zero Lot Line			P												
30. Dwelling – Townhouse				P				P							
31. Dwelling – Two Unit			P	P											
32. Educational Facility – Primary	P	P	P	P		P	P	P		P					P
33. Educational Facility – Secondary	P	P	P	P		P	P	P		P					P
34. Educational Facility – University or College											P			P	P
35. Educational Facility – Vocational						C	P	P		P		P		P	
36. Financial Institution						P	P	P		P				P	
37. Fireworks, Retail Sales of												P			
38. Food Bank												P			
39. Fueling Station							P	P		P		P		P	
40. Fulfillment Center, Micro								C		C		P			
41. Funeral Home								P							
42. Golf Course/Driving Range							P								P
43. Greenhouse/Nursery - Retail												P			
44. Group Home	P	P	P		P										
45. Healthcare Institution										P				P	P
46. Heavy Rental and Service Establishment												P			
47. Heavy Retail Establishment										P		P			
48. Hotel						C	P	P		P	P			P	
49. Industrial - General													P		
50. Industrial - Light												P	P	P	
51. Industrial Design							P	P		P		P		P	

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

Use	ID	RS	RD	RM	R-MH	C-1-A	C-1-B	C-2		C-3	OR/P	I-1	I-2	I-P	P
52. Live Performance Venue						P	P	P		P				P	
53. Manufactured Home Park					P										
54. Medical/Dental Office						P	P	P		P					
55. Office						P	P	P		P	P	P		P	P
56. Outdoor Seating						P	P	P		P				P	P
57. Park, Private	P	P	P	P	P	P	P	P		P	P			P	
58. Park, Public															P
59. Parking Lot (Principal Use)						C	P	P		P		P		P	P
60. Parking Structure (Principal Use)						C	P	P		P		P		P	P
61. Personal Services Establishment						P	P	P		P					
62. Place of Worship	P	P	P	P		P	P	P		P					
63. Private Club						P	P	P		P					
64. Public Safety Facility															P
65. Public Works Facility															P
66. Research and Development								P		P	P	P		P	
67. Residential Care Facility				P			P	P		P					
68. Restaurant						P	P	P		P		P		P	P
69. Retail Good Establishment						P	P	P		P		P		P	
70. Salvage Yard													C		
71. Self-Storage - Enclosed								P		P		P			
72. Self-Storage - Outdoor								C		C		P			
73. Specialty Food Service						P	P	P		P		P		P	
74. Storage - Outdoor (Principal Use)												C	P		
75. Truck Stop												C	P		
76. Utility (Sub)Stations	P	P	P	P	P	P	P	P		P	P	P	P	P	P

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

<u>Use</u>	<u>ID</u>	<u>RS</u>	<u>RD</u>	<u>RM</u>	<u>R-MH</u>	<u>C-1-A</u>	<u>C-1-B</u>	<u>C-2</u>		<u>C-3</u>	<u>OR/P</u>	<u>I-1</u>	<u>I-2</u>	<u>I-P</u>	<u>P</u>
77. Vehicle Dealership, New and Used								P		P					
78. Vehicle Dealership, Used								C							
79. Vehicle Operations Facility												P			P
80. Vehicle Rental												P			
81. Vehicle Repair - Major								C				P			
82. Vehicle Repair - Minor								P				P			
83. Warehouse												P			
84. Wholesale Establishment												P			
85. Winery, Micro						P	P	P		P				P	

SECTION 10. AMENDMENT OF ZONING ORDINANCE. Paragraphs 6, 15, 27, 29, 30, 31, 39, 72 and 76 of Chapter 168.07 of the North Liberty Code of Ordinances are each respectively amended as follows:

6. Animal Care Facility.
 - A. Defined. Animal Care Facility means an establishment which provides care for domestic animals, including veterinary offices for the treatment of animals, pet grooming facilities and animal training centers and clubs. The boarding of animals is limited. Animal care facilities do not include animal breeders or animal shelters.
 - B. Use Standards.
 - (1) Animal care facilities must locate exterior exercise areas in the rear yard only. Exterior exercise areas must provide covered areas over a minimum of 30% of the exterior area to provide shelter against sun/heat and weather. A fence a minimum of six feet in height is required for all exterior exercise areas.
 - (2) Animal care facilities must locate all overnight boarding facilities indoors. Overnight boarding is not permitted in the C-1-B and C-2 Districts unless short-term boarding is incidental to the veterinary treatment of animals.
 - (3) All animal quarters and exterior exercise areas must be kept in a clean, dry, and sanitary condition.

15. Building Trades and Services
 - A. Defined. Building Trades and Services means an establishment that undertakes activities related to building construction projects, as well as those that provide repair and maintenance services to buildings, including building systems, home appliances, and the like. These specialized trade contractors may work on subcontract from a general contractor, performing only part of the work covered by the general contract, or they may work directly for the owner of the building or project. Building and Trade Services uses primarily perform their work at the site of the structure being constructed or serviced, although they also may have shops where they perform work incidental to the job site. Examples of building trades and services include electrical, plumbing, heating, and air conditioning contractors, painting, masons, stone and tile setters, glass and glazing services.
 - B. Use Standards.
 - (1) Building area shall be limited to 7,500 square feet in the C-2 and C-3 Districts.
 - (2) Vehicles such as cars, vans and pickup trucks shall be permitted in designated parking spaces in any location. Box trucks, and other similar vehicles, along with trailers which may be pulled by permitted vehicles, shall also be permitted in designated parking

spaces, but shall not be located within a front or corner side yard. Smaller equipment such as skid loaders, forklifts, etc. may be permitted, provided they are stored indoors or inside enclosed trailers. Heavy vehicles and equipment such as tractor trailers, semi-trucks, construction equipment, and other large specialty vehicles as determined by Code Official shall be prohibited.

- (3) Outdoor storage shall only be permitted in the I-1 District.
 - (a) Outdoor storage or display areas shall be screened with landscaping consisting of shade trees and evergreen trees and shrubs. Such landscaped area shall be of sufficient width and density to provide an effective and aesthetically pleasing screen with trees and shrubs not less than five feet in height when planted. In lieu of planting strips, a six-foot tall solid vertical fence or masonry, heavy wood construction, or other similar material approved by the Code Official may be used as a screen.
 - (b) Outdoor storage or display shall be allowed only on hard-surface areas paved to parking lot specifications with asphalt or concrete.

27. Dwelling – Multiple–Unit.

- A. Defined. Multiple–Unit Dwelling means a structure containing three or more attached dwelling units used for residential occupancy. A multiple-unit dwelling does not include a townhouse dwelling.
- B. Use Standards.
 - (1) Buildings must be designed with consistent materials and treatments that wrap around all building elevations. There must be a unifying architectural theme for the entire multi-unit development, utilizing a common vocabulary of architectural forms, elements, materials, or colors in the entire structure.
 - (2) Building facades must include windows, projected or recessed entrances, overhangs, and other architectural features. Three-dimensional elements, such as balconies and bay windows, are encouraged to provide dimensional elements on a facade.
 - (3) Minimum required masonry on front and corner side yard building elevations in residential districts is 25%.
 - (4) A 15% minimum transparency requirement applies to any facade facing a street and is calculated on the basis of the entire area of the facade.
 - (5) Buildings shall be oriented to the best extent possible so that attached garages doors do not face the public right-of-way.
 - (6) Additional Commercial district design standards.
 - (a) Roofs shall be designed to be generally flat and shall be concealed from view by use of parapet walls or other architectural methods. Portions of roofs that are curved or

pitched may be allowed as architectural accents but shall not be used as the primary roof design.

29. Dwelling – Single-Unit Zero Lot Line.

- A. Defined. A Single-Unit Zero Lot Line Dwelling means a structure containing two dwelling units, the interior of which is configured in a manner such that the dwelling units are separated by a party wall and are on separate lots. A single-unit zero lot line dwelling is typically designed so that each unit has a separate exterior entrance and yard areas.
- B. Use Standards.
 - (1) The interior side yard is not applicable to the side of the unit located on the lot line (shared wall attachment to another unit).
 - (2) Each unit must have an approved one-hour fire-resistive wall between them that is built in such a manner as to allow no connections other than the wall itself between the units
 - (3) The front entry must be an integral part of the structure, using features such as porches, raised steps and stoops with roof overhangs, or decorative railings to articulate the front facade.
 - (4) Minimum required masonry on front and corner side yard building elevations is 25%, with the following exceptions:
 - (i) Two, two-inch caliper trees planted in the corner side yard. Existing trees of adequate size in the corner side yard may satisfy this requirement.
 - (ii) Architectural relief on the façade facing the corner side yard, such that the wall contains more than two offsets, which may consist of wall corners, bay or bowed windows, or other means approved by the Code Official.
 - (5) A 5% minimum transparency requirement applies to the front facade and is calculated on the basis of the area of the facade below the roofline.

30. Dwelling – Townhouse.

- A. Defined. Townhouse Dwelling means structure consisting of three or more dwelling units, the interior of which is configured in a manner such that the dwelling units are separated by a party wall and may or may not be on separate lots. A townhouse is typically designed so that each unit has a separate exterior entrance and yard areas. A townhouse dwelling does not include a multi-family dwelling. To provide for design flexibility, a townhouse dwelling development may include single-unit dwellings.
- B. Use Standards.
 - (1) The interior side yard is not applicable to the side of the unit located on the lot line (shared wall attachment to another unit).

- (2) Each unit must have an approved one-hour fire-resistive wall between them that is built in such a manner as to allow no connections other than the wall itself between the units
- (3) The front entry must be an integral part of the structure, using features such as porches, raised steps and stoops with roof overhangs, or decorative railings to articulate the front facade.
- (4) Minimum required masonry on front and corner side yard building elevations in residential districts is 25%.
- (5) A 5% minimum transparency requirement applies to the front facade and is calculated on the basis of the area of the facade below the roofline.
- (6) Additional commercial district design standards.
 - (a) Buildings shall be oriented to the best extent possible so that attached garages doors do not face the public right-of-way.
 - (b) Roofs shall be designed to be generally flat and shall be concealed from view by use of parapet walls or other architectural methods. Portions of roofs that are curved or pitched may be allowed as architectural accents but shall not be used as the primary roof design.
 - (c) A 15% minimum transparency requirement applies to any facade facing a street and is calculated on the basis of the entire area of the facade.

31. Dwelling - Two-Unit.

- A. Defined. A Two-Unit Dwelling means a structure containing two dwelling units, arranged side-by-side with each unit having an exterior entrance, on a single lot. To provide for design flexibility, a two-unit dwelling development may include single-unit dwellings.
- B. Use Standards.
 - (1) The front entry must be an integral part of the structure, using features such as porches, raised steps and stoops with roof overhangs, or decorative railings to articulate the front facade.
 - (2) Minimum required masonry on front and corner side yard building elevations is 25%.
 - (3) A 5% minimum transparency requirement applies to the front facade and is calculated on the basis of the area of the facade below the roofline.

39. Fueling Station.
- A. Defined. Fueling Station means an establishment where fuel for vehicles is dispersed from fixed equipment into the fuel tanks or battery cells of said vehicles. A fueling station may also include ancillary car wash bays.
 - B. Use Standards.
 - (1) Canopy support structures shall be wrapped in masonry materials consistent with the principal building.
72. Self-Storage Facility: Outdoor.
- A. Defined. Outdoor self-storage facility means an establishment for the storage of personal property where individual renters control and access individual storage spaces and where each storage unit has individual access from the outdoors. Ancillary retail sales of related items, such as moving supplies, and facility offices may also be included. Rental of vehicles and other equipment for moving is a separate use from self-storage facility. The heavy retail, rental, and service use must be allowed within the district and requires separate approval.
 - B. Use Standards.
 - (1) Storage units cannot be used for residential occupancy or business.
 - (2) No plumbing connections are permitted in self-storage units.
 - (3) Outdoor self-storage facilities shall be oriented to the best extent possible so that storage unit access doors do not face the public right-of-way, or residential districts as set forth in Section 168.02.
 - (4) Exterior facades not facing the exterior of the property are not subject to the masonry requirements set forth in Section 169.10.
 - (5) Commercial district design standards.
 - (a) Exterior facades that face a right-of-way or adjoining residential district shall include the following:
 - (i) Color, texture and building material changes.
 - (ii) Wall articulation change of no less than two feet in depth or projection every 50 feet.
 - (iii) Wall articulation change no less than two feet in vertical elevation every 50 feet in building width. The change in elevation shall extend a minimum of 20 feet in building width.
 - (iv) Exterior facades that face a right-of-way or adjoining residential district shall include windows or faux windows.

76. Utility (Sub)Station

- A. Defined. Utility (sub)station means a structure or facility used by a public or quasi-public utility agency to store and/or distribute public utilities. Utility (sub)stations does not include outdoor storage or maintenance facilities.
- B. Use Standards.
 - (1) Utility (sub)stations, shall to the greatest degree possible, be located so as to minimize impacts on surrounding properties and public infrastructure.
 - (2) No setbacks are required, however, utility (sub)stations shall not block visibility or create traffic hazards.
 - (3) Minimum required masonry on all building elevations is 60%,
 - (3) Utility (sub)stations shall be screened with landscaping consisting of shade trees and evergreen trees and shrubs. Such landscaped area shall be of sufficient width and density to provide an effective and aesthetically pleasing screen with trees and shrubs not less than five feet in height when planted. In lieu of a landscape area, a masonry wall may be used as a screen.
 - (4) Decorative fences within the front yard may exceed the maximum height specified in section 169.04 subject to the following:
 - (a) Fence material shall be wrought iron or ornamental metal and shall have masonry columns spaced a maximum of 50 feet.
 - (b) Maximum height is 10 feet.
 - (c) Shall not be located within the corner visual clearance area.

SECTION 11. AMENDMENT OF ZONING ORDINANCE. Paragraph 2(F&G) of Chapter 169.01 of the North Liberty Code of Ordinances is amended as follows:

169.01 OFF-STREET PARKING AND LOADING.

- F. Setbacks. Off-street parking spaces and drive aisles within a parking lot or structure must be designed in accordance with the minimum dimensions in Table 169.01-B Off-Street Parking and Loading Setbacks.

Table 169:01-B: Off-Street Parking and Loading Setbacks			
District	Front/Corner Lot Line	Side Lot Line	Rear Lot Line
ID, RS, RD	25 feet ¹	3 feet ²	3 feet
R-MH	10 feet ³	5 feet	5 feet
RM, C, I, P	10 feet	5 feet	5 feet
O/RP	25 feet	10 feet	10 feet

1. For residential uses off-street parking areas may be within the front or corner side yard, but shall not occupy greater than 50 percent of the required yard and shall not provide greater than one parking space in addition to that provided in the travel portion of the driveway. Notwithstanding the foregoing, the two required parking spaces for single and two-unit dwellings may be located within either the required front or corner side yard single if no garage exists and there is inadequate area to locate one of the parking spaces in the side or rear yard subject to the condition that driveway be a maximum 20 feet in width.
2. No setback required on an interior side lot line for two-unit dwelling buildings.
3. Off-street parking areas may be within the front yard.
4. In any district where off-street joint access is provided, the required setback on an interior side lot line may be reduced if a joint access easement agreement is recorded between the two lots.

- G. Single-Unit, Two-Unit Zero Lot Line, Duplex and Townhouse Dwellings.
- (1) All required off-street parking spaces must have vehicular access from a driveway that connects to a street, alley or private drive isle. The width of the driveway shall be a minimum of 10 feet.
 - (2) Townhouse developments are generally prohibited from constructing individual driveway accesses to a public street. Exceptions may be granted to lower-volume local streets and/or in areas where property boundaries make access from a private street impractical.
 - (3) Required off-street parking spaces may be designed so that the driver may back out into the street or alley.
 - (4) All off-street parking areas must be improved with a hard surfaced, all-weather dustless material; pervious and non-pervious pavers may be used. Sealcoating and roto milling (the process of removing at least part of the surface of a paved area) and gravel is prohibited. Thickness of surfacing must comply with the regulations of the Iowa Statewide Urban Design and Specifications, as amended.

SECTION 12. AMENDMENT OF ZONING ORDINANCE. Paragraph 6 of Chapter 169.04 and table 169.05 of the North Liberty Code of Ordinances are amended as follows:

- 6. Height.
The height of all fences and/or retaining walls located within a front, corner side yard, side, or rear yard shall not exceed those found in Table 169.04.

Table 169.04 Maximum Fence and Wall Height				
District	Front Yard	Corner Side Yard	Side Yard	Rear Yard
Residential Districts	4'	4'	6'	6'
All Other Districts	4'	4'	16'	16'
1. Fences shall not be located within the corner visual clearance. 2. Chain link fences shall not be located within the required front or required corner side yard (see exception within number 4 below). 3. Fences shall not exceed 8' in height if the property abuts a residential district. 4. With the exception of a reverse corner lot, a fence up to 6' high may be erected on that portion of the corner lot at the rear of the house provided the fence is erected a minimum of 15 feet from any sidewalk, driveway, or right-of-way line. Said fence shall comply in all other respects with the fence requirements.				

SECTION 13. AMENDMENT OF ZONING ORDINANCE. Paragraphs 1, 2 and 3 of Chapter 169.05 of the North Liberty Code of Ordinances are amended as follows:

169.05 ACCESSORY STRUCTURES AND USES.

Accessory structures and uses shall occupy the same lot as the main use or building. No lot shall have an accessory structure or use without the principal use. No accessory structure shall be used as a dwelling unit. Accessory structures shall be constructed out of material intended for long-term exposure to the elements. Prohibited materials include, but are not limited to cloth, fabric, canvas, plastic sheets and tarps. Exceptions to the materials prohibition includes plastic for greenhouses and fabric and/or canvas for shade structures. Shipping containers are prohibited as an accessory structure.

- 1. Yard Encroachment.
No accessory building or use shall be located within any yard unless authorized by this Section and/or Section 169.08.
- 2. Freestanding Garages, Storage Buildings, Greenhouses, Gazebos, Pergolas, and other Similar Structures greater than 200 Square Feet Gross Floor Area.
 - A. RS, RD and ID districts shall be subject to the following:
 - (1) A maximum of one garage, storage building, greenhouse, gazebo, pergola, or other similar structure greater than 200 square feet gross floor area.
 - (2) Freestanding garages. A maximum gross floor area of 850 square feet. RS district exception: on properties exceeding .5 acres but less than .75 acres, the maximum gross floor area shall be 1,000 square feet. On properties exceeding .75 acres but less than one acre, the maximum gross floor area

shall be 1,200 square feet. On properties exceeding one acre, the maximum gross floor area shall be 1,400 square feet. Notwithstanding the foregoing, the gross floor area shall not exceed the total footprint of the residence.

- (3) All other structures besides freestanding garages. A maximum gross floor area of 600 square feet.
- (4) May be located within the rear yard subject to a five foot side and rear setback.
- (5) May be located within a side yard subject to meeting the required side and rear yard setbacks for the main building.
- (6) Must be situated a minimum 20 feet from a public or private right-of-way or improved home.
- (7) May not be located within any utility, sewer, drainage, access or walkway easement, where such easement is dedicated to the City or to public use.
- (8) A maximum height of 15 feet.

B. RM district.

- (1) No maximum number accessory structures, however, the aggregate floor area shall not exceed the aggregate footprint of the main buildings.
- (2) May be located within the rear yard subject to a 10-foot side and rear setback.
- (3) A minimum 20 feet from a public or private right-of-way or improved alley.
- (4) Not within any utility, sewer, drainage, access or walkway easement, where such easement is dedicated to the City or to public use.
- (5) A maximum height of 15 feet.

3. Storage Buildings, Greenhouses, Gazebos, Pergolas and other Similar Structures 200 Square Feet Gross Floor Area or Less.

A. RS, RD and ID districts shall be subject to the following:

- (1) A maximum two storage buildings, greenhouses, gazebos, pergolas, or structures designed for other similar use, or any combination thereof, may be located within the rear yard.
- (2) A minimum of five feet from the side and rear property line.
- (3) A minimum of 10 feet from a public or private right-of-way alley.
- (4) Not within any utility, sewer, drainage, access or walkway easement, where such easement is dedicated to the City or to public use.
- (5) Maximum building height of 10 feet.

SECTION 14. AMENDMENT OF ZONING ORDINANCE. Paragraph 8(B) of Chapter 169.08 and table 169.08 of the North Liberty Code of Ordinances are amended as follows:

- B. In districts where a maximum height is imposed, such height limitations shall not apply to certain appurtenances and structures and are indicated in Table 169-08: Permitted Encroachments into Required Yards and Exceeding Maximum Building Height.

Table 169-08: Permitted Encroachments Into Required Yards and Exceeding Maximum Building Height Y= Permitted // N= Prohibited Max. = Maximum // Min. = Minimum				
	Required Front/Corner Side Yard	Required Side Yard	Required Rear Yard	Exceed Max. Building Height
Accessibility Ramp	Y	Y	Y	N
Air Conditioner Window Unit Max. projection of 18" from building wall	Y	Y	Y	N
Arbor or Trellis	Y	Y	Y	N
Awning or Sunshade Max. of 2' Does not include awnings used as a sign (See Chapter 173)	Y	Y	Y	N
Bay Window Max. of 2' Min. of 24" above ground	Y	Y	Y	N
Canopy Max. of 2' Does not include canopies used as a sign (See Chapter 17.12)	Y	Y	Y	N
Chimney Max. of 18" into required yard	Y	Y	Y	Y
Elevator and Stairway Bulkheads	N	N	N	Y
Emergency sirens and similar devices.	N	N	N	Y
Deck (uncovered) Min 5' from side lot line Min 10' from rear lot line	N	Y	Y	N
Dog House Min. of 4' from any lot line.	N	N	Y	N
Eaves, Gutters and Downspouts Max. of 4' into required yard	Y	Y	Y	N
Fire Escape Max. of 3' into required yard	N	Y	Y	Y
Fire Training Tower	N	N	N	Y
Grain Elevator (and necessary mechanical appurtenances)	N	N	N	Y
Landscaping	Y	Y	Y	N
Patio (uncovered) Min. 5' from any lot line	N	Y	Y	N
Pergola (attached)	N	Y	Y	N

Table 169-08: Permitted Encroachments Into Required Yards and Exceeding Maximum Building Height Y= Permitted // N= Prohibited Max. = Maximum // Min. = Minimum				
	Required Front/Corner Side Yard	Required Side Yard	Required Rear Yard	Exceed Max. Building Height
Min 5' from side lot line Min 10' from rear lot line				
Personal Recreation Game Court Min. of 5' from any lot line	N	N	Y	N
Playground Equipment Min. of 4' from any lot line	N	N	Y	N
Sidewalk Min. of 3' from any lot line except front lot line.	Y	Y	Y	N
Sills, Belt course, Cornices, and Ornamental features Max. of 2' into required yard	Y	Y	Y	N
Silos	N	N	N	Y
Smokestack	N	N	N	Y
Steeple, Spires and Belfries	N	N	N	Y
Steps (providing access to an entryway)	Y	Y	Y	Y
Stoop Max. of 4' into required yard	Y	Y	Y	N
Utility Equipment (Directly Connected to Structure being Served). Max. of ½ into Required Yard	N	Y	Y	Y
Water Towers and Cooling Towers	N	N	N	Y
Window Wells	Y	Y	Y	Y

SECTION 15. AMENDMENT OF ZONING ORDINANCE. Chapter 173.06 of the North Liberty Code of Ordinances is amended as follows:

173.06 SIGNS IN RESIDENTIAL ZONES.

1. Neighborhood or Development Signs. Residential developments or neighborhoods of four or more dwelling units shall be permitted one freestanding monument sign for each public street frontage or each entrance. Such signs may be placed in any location on private property provided the sign complies with the same height limitations specified for fences. Maximum sign area for each sign shall not exceed 50 square feet.
2. Non-residential Uses. Each non-residential principal use shall be permitted wall signs and one freestanding monument sign per public street frontage, subject to the following size requirements.
 - A. Maximum Wall Sign Area. The total area of wall signage shall not exceed one square foot for each lineal foot of building wall when viewed in elevation, not to exceed 50 square feet.

- B. Maximum Freestanding Sign Area. One sign is permitted per public street access. The surface area for each sign shall not exceed 50 square feet and the height shall not exceed 5 feet.

SECTION 16. AMENDMENT OF ZONING ORDINANCE. Paragraph 2 of Chapter 173.07 of the North Liberty Code of Ordinances is amended as follows:

- 2. Business and Public Use Signs. Each enterprise, institution, or business shall be permitted wall signs, one canopy sign per street frontage, and one freestanding monument sign per public street frontage, subject to the following maximum size requirements. Multiple businesses in the same building shall apportion façade length, building wall, and street frontage such that any maximum size requirement is not exceeded for a particular property.
 - A. Maximum Wall Sign Area. The total area of wall signage shall not exceed the following requirements for each building wall to which the signage is attached.
 - (1) In the C-1-A and Public districts, one square foot for each lineal foot of building wall when viewed in elevation, not to exceed the following maximums:
 - (a) 40 square feet for building walls up to 50 feet in length.
 - (b) 80 square feet for building walls over 50 feet in length.
 - (2) In the C-1-B, C-2 and C-3 zone districts, for buildings fewer than four-story in height, two square feet for each lineal foot of building wall when viewed in elevation, not to exceed 300 square feet. For buildings four-stories in height or greater, the total area of wall signage shall not exceed four square feet for each lineal foot of building wall the sign is attached to when viewed in elevation, not to exceed 400 square feet provided that the wall sign be mounted at or above the fourth-story.
 - B. Maximum Freestanding Sign Area.
 - (1) In the C-1-A and Public districts, one sign is permitted per public street access. The surface area for each sign shall not exceed 50 square feet, except for development complexes as specified in section 173.07(1), and the height shall not exceed 20 feet.
 - (2) In the C-1-B, C-2 and C-3 zone districts, one sign is permitted per street frontage. The surface area for each sign shall not exceed 100 square feet, except for development complexes as specified in section 173.07(1), and the height shall not exceed 24 feet.

SECTION 17. AMENDMENT. The Official Zoning Map incorporated in Chapter 168.01(2) of the North Liberty Code of Ordinances is hereby amended such that each property currently designated as C-2-A Highway Commercial District is redesignated as C-2 Highway Commercial District. Each property currently designated as C-2-B Highway Commercial District is redesignated as C-2 Highway Commercial District. It is hereby authorized and directed that the Zoning Map of the City of North Liberty, Iowa, be changed to conform to this amendment upon final passage, approval and publication of this ordinance as provided by law.

SECTION 18. REPEALER. All Ordinances and parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 19. 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 20. 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 21. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on September 12, 2023.

Second reading on September 26, 2023.

Third and final reading on _____, 2023.

CITY OF NORTH LIBERTY:

CHRIS HOFFMAN, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. _____ in the Cedar Rapids Gazette on the ____ day of _____, 2023.

TRACEY MULCAHEY, CITY CLERK



Additional Information



To **Mayor and City Council**
CC **City Administrator**
From **Tom Palmer, Building Official**
Date **10/3/2023**
Re **Monthly Report**

September Permits:

87 permits were issued in September with an estimated construction value of 4 million dollars. Five new housing permits were issued with a construction value of 1 million dollars. Staff completed 323 inspections during the month of September.

Rental/Code Compliance Cases:

Twelve rental permit applications were received in September. Five code compliance cases were processed in September.

Pizza Ranch:

Permit application was received to begin new construction of Piza Ranch and Arcade located along West Penn Street west of Jones Blvd. The project will be within the same building with a future bowling alley.



September Tally Permit Report

Permit Type	Construction Value	Total Fees
Group: Accessory Structure		
	\$10,000.00	\$0.00
		Group Total: 1
Group: Automatic Fire Sprinkler System		
	\$56,695.00	\$624.00
		Group Total: 2
Group: Backflow Preventer		
	\$1,500.00	\$23.50
		Group Total: 1
Group: Commercial Alteration		
	\$22,350.00	\$372.75
		Group Total: 2
Group: Construction Site Plan Review		
	\$75,000.00	\$0.00
		Group Total: 1
Group: Deck		
	\$97,578.00	\$1,493.89
		Group Total: 5
Group: Driveway		
	\$11,392.75	\$75.00
		Group Total: 3
Group: Fence		
	\$45,630.00	\$175.00
		Group Total: 7
Group: Fire Alarm & Detection Equipment		
	\$89,982.00	\$0.00
		Group Total: 3
Group: Fire Protection & Fire Alarm Contractor Operating Permit		
	\$750.00	\$0.00
		Group Total: 1
Group: Fire Protection System		
	\$128,710.00	\$0.00
		Group Total: 1
Group: FOG		
	\$0.00	\$0.00
		Group Total: 1
Group: Industrial Alteration		
	\$7,300.00	\$143.45

Group Total: 1

Group: Mechanical Electrical Plumbing (MEP)

	\$54,018.00	\$218.50
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Group Total: 8

Group: New Commercial

	\$1,000,000.00	\$5,608.75
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Group Total: 1

Group: New Single Family Dwelling

	\$2,172,566.00	\$18,634.12
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Group Total: 5

Group: Patio

	\$13,000.00	\$0.00
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Group Total: 2

Group: Rental

	\$0.00	\$1,584.00
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Group Total: 12

Group: Residential Addition

	\$1,000.00	\$38.75
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Group Total: 1

Group: Residential Alteration

	\$141,814.11	\$776.61
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Group Total: 7

Group: Right of Way

	\$6,000.00	\$23.50
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Group Total: 1

Group: Sign

	\$8,601.00	\$150.00
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Group Total: 3

Group: Stormwater Quality Grant

	\$0.00	\$0.00
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Group Total: 16

Group: Zoning Certificate

	\$0.00	\$50.00
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Group Total: 2

Total Permits

	\$3,943,886.86	\$29,991.82
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Total Records: 87



Permit Summary Report Inspection Type

Schedule Date 01/01/2023 TO 09/30/2023

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Row	Total
Inspection request	7	2	12	25	42	42	26	41	46	0	0	0		243
Re-inspection	30	28	38	57	37	28	34	27	42	0	0	0		321
1st SWPPP	1	4	4	9	0	3	1	14	3	0	0	0		39
Above Suspended Ceiling	0	1	0	0	3	1	0	0	1	0	0	0		6
Backflow Preventer	0	0	0	0	0	0	0	1	1	0	0	0		2
Building Sewer	0	0	1	2	4	0	0	2	4	0	0	0		13
Commercial Final	0	0	1	1	2	6	0	1	2	0	0	0		13
Commercial Rough-In	1	1	1	1	1	2	3	0	2	0	0	0		12
Commercial Water Service	0	0	0	0	2	0	0	1	0	0	0	0		3
Deck, Porch, Sunroom Footings	6	2	7	5	6	13	9	11	25	0	0	0		84
Final	12	10	14	8	15	30	19	30	20	0	0	0		158
Fire - Aboveground Storage Tank for Motor Vehicle Fuel Dispensing	0	0	0	0	0	0	0	1	0	0	0	0		1
Fire - Automatic Sprinkler System	6	0	1	2	3	2	1	0	1	0	0	0		16
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	1	0	0	0		11
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	1	0	0	0		12
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	20	14	0	0	0		94
Foundation Dampproofing	0	1	3	2	6	5	3	6	5	0	0	0		31
Foundation Wall	2	3	6	6	5	7	6	14	12	0	0	0		61
Framing	2	1	0	0	0	0	3	1	0	0	0	0		7
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	6	20	0	0	0		96
Grading	3	3	2	11	10	6	9	2	2	0	0	0		48
Manufactured Home	0	6	2	2	2	4	0	2	1	0	0	0		19
Meeting	0	0	2	3	3	2	1	2	3	0	0	0		16
Notice of Termination CSR	5	2	3	2	12	0	11	4	4	0	0	0		43
Other	2	1	2	4	0	1	4	2	2	0	0	0		18
Permanent Electric Service Release	5	8	19	13	16	12	2	19	13	0	0	0		107
Plumbing below slab	3	3	6	5	9	9	3	18	15	0	0	0		71
Rental	16	77	103	60	22	20	5	10	5	0	0	0		318
Residential final (New Construction)	16	13	20	21	6	0	19	6	8	0	0	0		109
Residential Photovoltaic (PV) Solar System	1	1	7	2	1	2	2	1	1	0	0	0		18
Residential Rough-in (New Construction)	10	6	11	9	12	13	1	11	11	0	0	0		84
Residential Sewer Service	1	3	11	4	4	8	2	21	4	0	0	0		58
Residential Water Service	1	2	10	2	8	7	2	27	8	0	0	0		67
Rough-in	4	2	2	2	4	6	4	6	3	0	0	0		33
Sanitary Sewers	0	0	1	0	0	0	0	0	0	0	0	0		1
Sidewalk Release	5	5	3	9	5	0	12	4	5	0	0	0		48
Sump Pump Discharge Line	0	0	6	20	5	6	1	7	10	0	0	0		55
Temporary Electric Service	3	0	7	5	4	8	4	8	14	0	0	0		53
Water Heater	0	0	1	0	0	2	3	2	0	0	0	0		8
Water Main and Appurtenance	0	0	0	2	1	0	0	0	1	0	0	0		4
Witness air pressure test and piping inspection	17	10	12	12	18	11	5	15	13	0	0	0		113
Totals:	181	211	346	332	298	276	214	343	323	0	0	0		2524



Certificate of Occupancy Monthly Report

Applicant	Parcel Address	Project Description	Permit Type
Huber Fencing	1572 Sadler Dr	Installation of 6' vinyl privacy to enclose back	Zoning
Samantha Juraco	855 BLUE SKY DR #303	2024 Rental Permit	Residential Rental
Lee Casebolt	710 Pacha Pkwy Ste 6	install new wall sign- 7' x 3' 6"	Zoning
Rebecca Spengler	880 Rachael St #104	2023 Rental permit	Residential Rental
Patrick and Natalie Johnston	1053 Cory Ct	Adding fence on north and west side of backyard to tie into neighbors	Zoning
Cory Hammitt	620 Jessie St	Driveway parking pad addition	Zoning
Cory Nelson	780 Community Dr Ste 7	Gameday Men's Health- Men's health services including hormone	Zoning
Life Time Fence	730 S ALEXANDER WAY	Install 270' of 4' high chain link	Zoning
Adam Gebhart	980 Saint Andrews Dr	Add 20' x 20' patio, w/42" x 4' sidewalk to existing	Zoning
Anthony & Amanda Snow	647 Molly Dr	2023 Rental Permit	Residential Rental
BRL PROPERTIES LLC	1240 Mary Ln	2023 Rental Permit	Residential Rental
Ethan Turben-Fuhrman	1265 Abraham Dr	54'x44' fence around backyard. 4 ft black vinyl chain link.	Zoning
St Silas Lutheran Church of North Liberty	70 Circle Dr Unit C	St Silas Lutheran Church of North Liberty. Place of Worship C-1-B district. permitted.	Zoning
Bob Klingborg	471 Churchill Dr	2023 Rental Permit	Residential Rental
Rebecca Spengler	1517 Alder Dr	Install chain link fence	Zoning
Katie & Neil Christiansen	750 Pheasant Ln	adding additional fencing to enclose our yard that	Zoning
Lee Casebolt	555 S Highway 965	install new wall sign	Zoning

Lee Casebolt	780 Community Dr Ste 7	Gameday Men's Health- install new wall sign on north elevation.	Zoning
Tonja Fortney	58 Golfview Ct	Install new home on existing lot	Building
Kenzie Evans	2810 STONER CT UNIT 4A	Commercial Build Out	Building
A2Z Heating & Plumbing, INC	625 240TH ST NE	New construction A2Z Heating & Plumbing, INC	Zoning
Grand Rail Development	1750 Jordan St	Updating MedSpa classification to	Building
Brian Goerd	1180 BERKSHIRE LN	3400 sqft single family house	Building
Dahnovan Builders LLC	1667 Aspen Ct	new townhome	Building
Buschelman	780 Fairview Ln	Convert deck to 3 season porch with fireplace and	Building
Kiley Boeding - Shek Rentals LLC	460 Churchill Dr	2023 Rental Permit	Residential Rental
Anthony & Amanda Snow	1893 Goose Lake Cir	2023 Rental Permit	Residential Rental

Total Records: 27

Code Compliance Report

09/01/2023 - 09/30/2023

Case Date	Case #	Status	Complaint	Reporting Code
9/19/2023	20230054		Vehicle parked in unpermitted location on grass.	Zoning Code
9/19/2023	20230055		Trailer parked on grass.	Zoning Code
9/21/2023	20230056		Trees/bushes overhanging public sidewalk	Nuisance
9/26/2023	20230057		expired rental permit	Housing Code
9/26/2023	20230058		expired rental permit	Housing Code

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[Utility Edit](#)

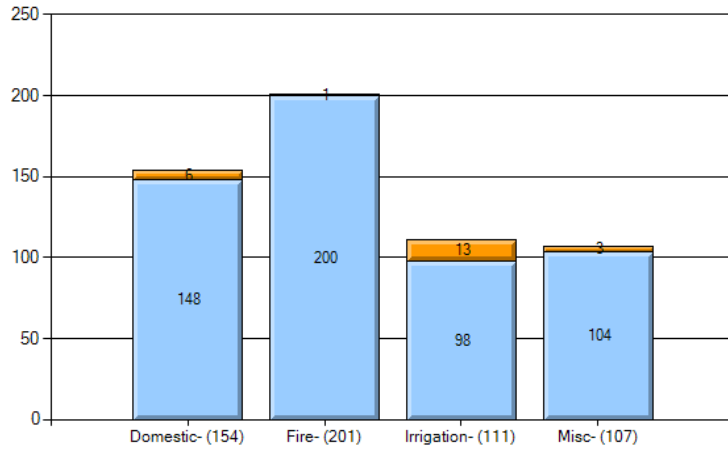
[Contact Us](#)

Breakdown of Backflow Preventer Compliance

Utility Water System

Show All

■ Non Compliant
 ■ Compliant



Categories

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

<u>Compliance</u>	<u>%</u>	<u>Compliant</u>	<u>Category Total</u>
Domestic	96%	148	154
Fire	100%	200	201
Irrigation	88%	98	111
Misc	97%	104	107
Totals	96%	550	573

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



To **Mayor and City Council**
CC **City Administrator Ryan Heiar**
From **Community Relations Director Nick Bergus**
Date **Oct. 4, 2023**
Re **Community Relations Staff Report**

City Slate

The City Slate included two events in September: Iowa vs. Iowa State Community Watch Party (Sept. 9) and Neighbors & Flavors (Sept. 17). The watch party, hosted in partnership with Colony Acres, attracted more than 1,500 fans with relatively little staff effort (what we call “quick wins”). Neighbors & Flavors, the second annual event, focused on celebrating international cultures and welcoming immigrants and saw 150 attendees.

The team also planned for the Halloween Moonlight Walk, which will be an expanded version and combine the most successful elements from Recreation’s Haunted Happenings and the Library’s Trunk or Treat, and will be held midmorning and the evening on Friday, Oct. 13 (spooky).

Sponsorship Drive

Jillian spent time meeting with previous sponsors and renewing support for our community initiatives. Last year, we produced a book showcasing all our the ways the business community could get involved in supporting our initiatives, including Blues & BBQ, Beat the Bitter, City Slate as well as other endowments, initiatives and needs, and we reprised that strategy again for 2024. This work will continue through October. Each year we attract more than \$200,000 in private support for these initiatives.

Building North Liberty’s Next Stage

Staff and supporters traveled to Des Moines to present the Next Stage project to the Enhance Iowa board, and will return in October. We spent time with the design team and interviewed audio-visual partners. Recreation hosted a murder mystery dinner to benefit the project. As design has become more concrete, we’ve been able to offer additional naming opportunities, such as seat wall and limestone seat blocks, which we’ve seen increased interest in. Fundraising in ongoing. We opened applications for the first full-time position dedicated to managing the center, which will market the opportunities before it opens and add needed capacity ahead of construction.

Youth Council

The 2023-2024 term began and was sworn in by the mayor. Micah has adapted the format for this cycle, meeting twice a month with shorter sessions.

Costume Closet

Jillian and Melanie collected used Halloween costumes for an Oct. 1 “costume closet,” allowing residents to pick out new-to-them costumes.

Good Neighbor Day

Neighborhood Ambassadors hosted six events throughout town, bringing together 13 neighborhoods, with Micah’s support. These events are supported by grants, which offer up to \$400 per neighborhood per year.

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.

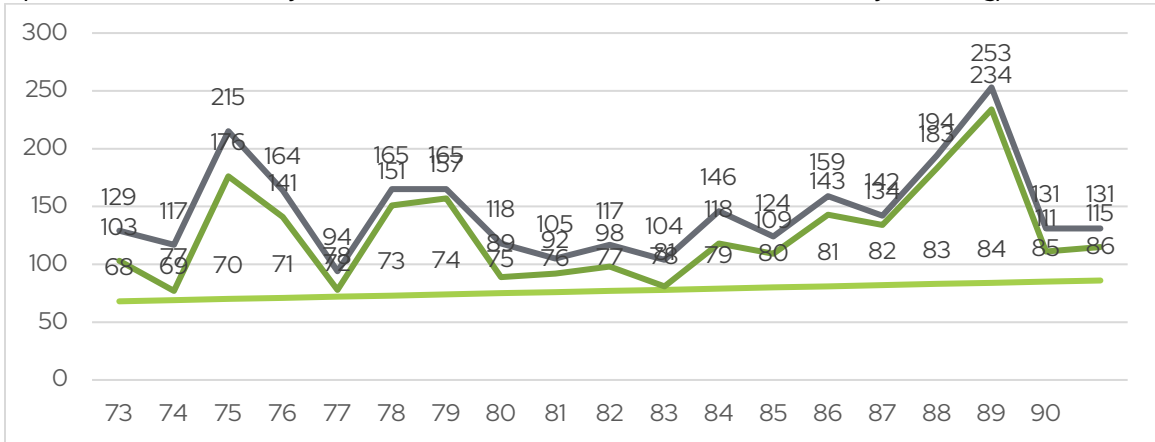
We posted news releases about City Slate events, leaf collection, the Liberty homecoming parade and more.

Completed Videos

Title	Requested By	Completed	Duration
Library Card Signup Month	Library	Sept. 1	0:02
Planning & Zoning Commission	Administration	Sept. 5	1:18
Parks & Recreation Commission	Administration	Sept. 7	0:30
City Council	Administration	Sept 12	2:24
Library Board of Trustees	Administration	Sept. 16	0:43
Board of Adjustment	Administration	Sept. 20	0:30
Eye on: Spooky October	Community Relations	Sept. 25	0:04
City Council	Administration	Aug. 22	0:32
Total completed productions: 8	Duration of new video: 6.05 hours		

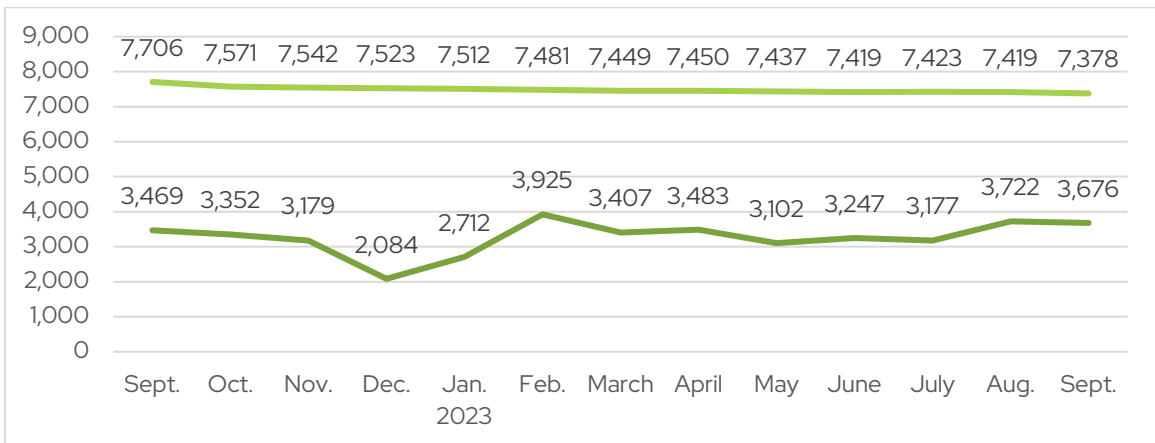
52317 Podcast

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.

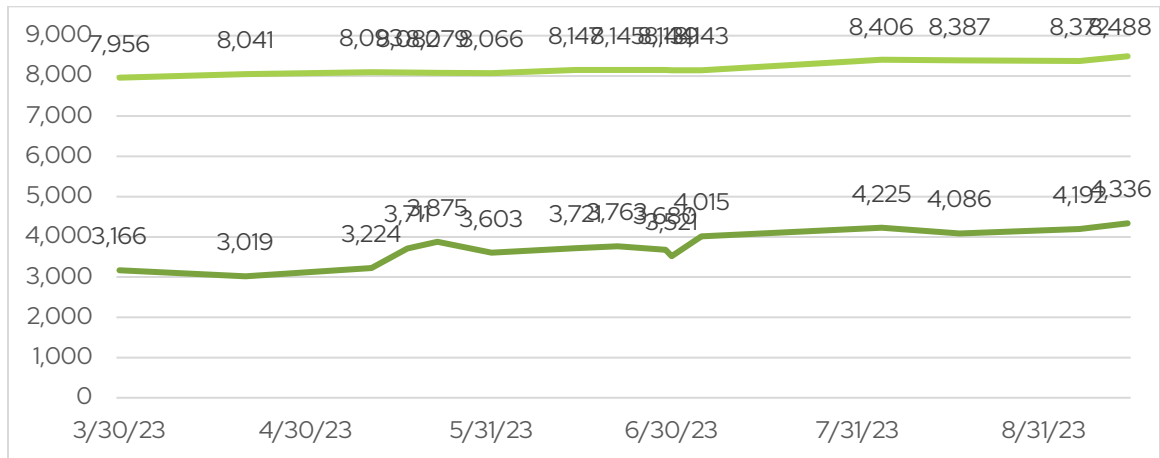
North Liberty Bulletin Email Newsletters



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.



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Social Media

Month	Facebook		Instagram	Nextdoor
	New follows	Reach	Followers	Members
Sept	112	82,206	3,145	6,151
Aug	78	94,400	3,129	6,087
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

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: Oct 3, 2023
SUBJECT: Monthly Library Report

Library News

If you haven't had an opportunity to stop by to see the new mural on the north wall of the library (overlooking the playground), we invite you to come spend some time with it. It's a colorful piece filled with imagination. Our library board will recognize the four youth artists at the next library board meeting on Oct 23. KCRG spotlighted the mural in a recent [news story](#).

Two library staff and a library board member participated in a [Library Freedom Project](#) (LFP) Convening on Sept 8-9 held in Iowa City. LFP provides librarians and stakeholders with skill building focused on privacy, intellectual freedom, and information democracy.

We are very excited to share that one of our Junior Optimist International Club (JUMPS for JOI) members, Bradley Kerr, was recently elected Lieutenant Governor (East) for Iowa District JOI. The library took an active role in launching the local JOI Club three years ago at the request of the North Liberty Optimist Club and is overseen by Kayla, our Youth & Teen Services Librarian. Kayla and Bradley will attend the Iowa District Optimists Conference in Des Moines later this month to take part in the JOI activities at that event.

I had the honor of traveling to New York City in September to represent North Liberty and small/rural libraries as the Association for Small & Rural Libraries 2023 President at the Civic Engagement & Children's Reading Convening hosted by the Institute of Museum and Library Services (IMLS). The convening attendees discussed research on children's motivation to read and the role public libraries play in promoting literacy, particularly as it relates to hard-to-reach populations and other socioeconomic factors where the presence of a library may have influence. Attendees included library leaders and practitioners, literacy professionals, and researchers with discussions centering on reading motivation, opportunities for libraries to improve literacy programming, and libraries' impact on literacy related to socioeconomics and presence of in communities.

Our first [Popup Costume Closet](#) – Costume exchange – was a huge success with over 175 costumes donated and tons of folks lined up to "shop". Click on the link to see a bit of footage from the event.

We just completed the Annual Library Report for the State Library of Iowa, and our marketing team is working on the community report we publish each year. Some highlights:

- The North Liberty Library is open 67 hours per week with 12.83 FTEs? Just for comparison, Iowa City Public Library is also open 67 hours per week and Coralville is open 54.
- Checkouts for our physical collection are beginning to reach pre-pandemic numbers and increased by over 9000 this year from 2022 numbers for a total of 95,971 items checked out to patrons.
- Total circulation including electronic materials and resource use was 169,017 this year (17,000 more than 2022). FY23 Annual Door count was 94,347 (pre-pandemic numbers were well over 100,000 so we're not quite back to those numbers).
- Nearly 2000 more patrons registered for library cards this year. More to come once we complete the community report.
- Our website had over 93,000 visits up from 69,183 in FY22
- We hosted 32,316 people at programs in the library and the community in FY23 (Nearly double FY22)



One of our wonderful patrons entered a poetry contest with a poem about books to win NLL some Tonies for check out. They are very popular and in demand!

Scroll for more program highlights.



Bubble fun to send off summer lunch



We've installed a new feature story in the StoryWalk® *All are Welcome* by Michael Hall. Folks are able to scan the QR code on the title frame to hear the story read aloud while they walk.



Youth Services staff delivered blankets to Lantern Park Care Facility. The blankets were made by teens at the library as a summer service project.





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

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

Date **October 3, 2023**

Re **Monthly Report**

We performed various building maintenance tasks as needed this month.

We maintained equipment as needed this month by performing preventative maintenance, repairing ball field maintenance, mowing, trimming, and landscaping equipment. We repaired our Case Skid Steer loader.

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

Our sports field maintenance team continues to provide weekly field maintenance and field line painting. We continue to have soccer games during the week.

The Penn Meadows splash pad will remain open until cooler weather arrives, which is probably right around the corner. We clean and tidy the area daily.

We continue to mow and trim our parks and grounds. We have been aerating turfgrass areas as time permits. We graded and seeded areas around the outdoor pool.

We continue to be very busy with weeding and watering of landscape areas this past month. We continue to water all new plants and trees daily as well as other landscaping areas that require more frequent watering. We currently have two employees dedicated to landscaping now that our seasonal employees are back in college and finished for the season.

Our forestry crew continues to trim and remove dead and declining trees.

We repaired a few outcropping seat wall stones that had shifted and settled at Liberty Centre Pond. We will continue with other similar problem areas as time permits.

The pickleball courts continue to be in high demand (50 plus pickleball users morning and evening) We ensure nets and use zones are playable daily.

I attended multiple meetings with Shive Hattery this past month. City Admin building construction, Penn Meadows Park north Parking Lot Improvement Project and Centennial Park "Next Stage" building design planning.

The Penn Meadows Park north parking lot project is moving along well. The contractor has also been moving excess fill dirt from the parking lot to the ravine on the north side of Red Fern Dog Park. We continue to enhance the berm between the dog park and our next-door neighbor, Jim Jedlicka. We are currently fine grading the berm in preparation of seeding the area soon.



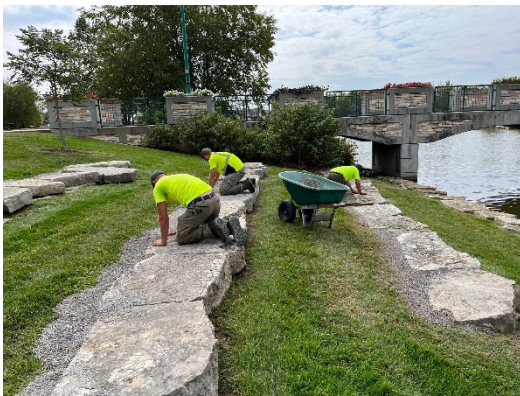
Case Skid Steer repair.



Weekly soccer field line painting.



Tree trimming and removals at Cornerstone Park and Stewart Street right-of-way.



Liberty Centre Pond stone outcropping repair.



Red Fern Dog Park berm enhancements.



Penn Meadows Park parking lot improvements progress.



Penn Meadows Park parking lot improvements progress.



North Liberty Police Monthly Report September 2023

Training:

- Members attended monthly Canine, Tactical Team, and Honor Guard Training. (56 hours)
- A sergeant recertified as a Drug Recognition Expert (DRE) in Des Moines. (8 hours)
- Two officers attended the Basic Tactical medical Instructor Training Program presented by the federal government at Camp Dodge. (48 hours)
- All officers completed VR training on de-escalation, the first amendment, violent intruders, officer communication, and duty to intercede. Total of 24 hours.
- All officers attended Taser, Emergency Vehicle Operations and use of breaching tools at Hawkeye Downs. This was taught by in-house instructors. (176 hrs)
- Officer Jirak is continuing in the FTO process. He is currently in the mid-term process. He should be moving to solo patrol in November.
- All officers completed online Safe Approaches to Buildings, using scanning, and cover and concealment techniques (11 hours)
- Officer Monroe attended a First Responders Wellness Conference in West Des Moines. This is part of the peer support program for the officers. (20 hrs.).
- Three members attended the Excessive Use of Force legal update presented by ICAP (3 hours)

Traffic Contacts	519
Parking Contacts	72
Vehicle Inspections	18
Vehicle Unlocks	20
Crash Investigations	22
Public Assists	360
Assist other Agency	12
Crimes Against Persons Report	11
Crimes Against Property Report	7
Other Reports	37
Arrests	25
Warrants	5
Alcohol/Narcotics Charges	10
Crimes Against Persons Charges	3
Crimes Against Property Charges	0
Other Charges	17
Animal Calls	45
Total Calls for Service	2164
*Total Calls for Service for the year	19882

Public Relations:

- Our community outreach officer, Jordan Gallagher and Investigations Admin Lieutenant Rueben Ross, conducted a bullying prevention presentation at 1st United Methodist Church
- Active Shooter Training was completed at North Bend Elementary with all staff.
- Community outreach officer Jordan Gallagher presented Online Safety and Etiquette for Liberty High Students.
- In response to traffic complaints, community outreach officer Jordan Gallagher deployed speed trailers in two neighborhoods. After, he shared the data with the complainants as well as the Patrol Division.
- United Action for Youth (UAY) presented the referral services and programs they provide for kids and families in Johnson County. Their staff met with the patrol officers during the beginning or the end of their shift.
- Officers worked Football games at the request of Liberty High School and the University.
- Officers, as well as the Street Department Crew, monitored the Liberty Homecoming Parade.
- Two Officers worked the open house at the old Casey's convenience store.
- Officer Davis presented the colors at EMSLRC Graduation to represent the Johnson County Metro Honor Guard Team.

Equipment:

- We are trying out AT&T FirstNet Wireless services in two of our patrol cars for coverage in North Liberty. We currently have Verizon but have noticed a few dead spots in town where our mobiles disconnect or the connection drops.
- We continue to have issues with our HVAC systems and software monitoring. We are working with AAA service to upgrade the service maintenance agreement.

Enforcement/Crime:

- Officers worked traffic to complete the GTSB State funded traffic enforcement program.
- 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:

- Officer Chuck Tygart retired after almost 22 years with NLPD on Sept 28th. We wish him a very happy retirement.
- Chief Venenga assisted Anamosa Police Department in the Chief Selection Process.
- Members attended the JFACT, Chief's, Drug Task force quarterly meeting at the JECC.
- Chief attended the JECC policy board meeting as an alternate.
- The Chief and Canine Commander attended a union meeting to update the Canine MOU contract.
- The Chief attended a review of the traffic control plans for during football games and the impact it has on the surrounding areas. Chief also participated in Penn Street reconstruction public safety impact internal review/planning process.
- The Chief attended the Iowa Police Chief's monthly meeting via zoom to discuss statewide initiatives and needs from the association.
- The planning and budget recommendations were sent to all staff. Instructors and supervisors submitted needs for future budgetary items and justifications.
- Chief held a special counsel meeting for ILEA to discuss Indian Hills Community College hosting a Level II basic police academy. It was approved by the ILEA council.

Respectfully Submitted by Chief Diane Venenga and Alisha Ruffcorn 10/4/2023



o **Park & Recreation Commission Board Members**
CC **Mayor, City Council, City Administrator**
From **Shelly Simpson**
Date **October 2, 2023**
Re **Monthly Report – September 2023**

September brings the start of many Fall programs and sport leagues. As the weather turns colder, many more will be coming inside the facility. The indoor pool hopes to re-open Week of October 9th or 16th after being re-painted. We held a Community Center Open House on Sept 14 offering trial classes and membership discounts. Special events included a Messy Playdate and a Murder Mystery Dinner Night.

Upcoming Events:

Oct 13: Moonlight Halloween Walk/Trunk or Treat Combo
Oct 18: Pumpkin Painting/Carving
Oct 22 Floating Pumpkin Patch

Recdesk Database:

Reviewing our Recdesk database; we have 13,440 residents (60%) and 8,793 non-residents (40%) totaling 22,233 individuals. Increase of 178 from last month.

Aqua Programs:

Aqua classes were halted due to the indoor pool being repainted. Aqua Program revenues totaled \$1,252.

Swim Lessons:

Summer swim lessons ended and due to indoor pool repainting, lessons will not resume until October. Swim lesson revenues totaled \$541.25.

Leagues/Sports:

Many sport leagues continued or started this month. Supreme Leagues are cooperative leagues with CV and Tiffin. Our registration included; Flag Football – 125 participants, Supreme Volleyball – 129 participants, and registration for Supreme Basketball is ongoing with play beginning in January 2024. Adult Basketball (8 teams) and Co-ed Volleyball (6 teams) have begun. Pee Wee Football has 46 participants. Pickleball Lessons began: Beginner had 11 participants and Intermediate had 6 participants. Sport/Leagues Revenues totaled \$4,900.

Recsters BASP Program:

BASP AM – 17 participants, PM – 48 participants
All Day (Sept 25 – 22 participants)
Before & After School revenues this month totaled \$14,190.

Classes/Programs:

Various rec fitness classes take place.

Tippi Toes Dance classes continues.

Senior Connections Lunches served 138 meals for the month.

Classes/Programs revenue totaled \$11,507.50.

Pools: This month, Season Pool Pass revenues totaled \$1,247; Daily Pool Fees totaled \$1,574; Pool Rentals totaled \$375, and Concessions revenues totaled \$-0-

Weight & Exercise Area / Track:

Weight fee revenues totaled \$13,138.75; Split membership revenues totaled \$5,054.

We had 2,911 active memberships for the month.

We had 708 point of sale transactions for the month.

Gymnasiums:

Gymnasium Rental revenues totaled \$370.

Rentals:

Community Center Rental revenues totaled \$3,538.33; Shelter rental revenues totaled \$137.50;

Field Rental/Tennis Courts revenues totaled \$624.

Revenues:

Revenues for this month (September 1-30) totaled \$58,933.58.

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 **October 2, 2023**
Re **Street Department Staff Monthly Report for September**

The following items took place in the month of **September** that involved the Street Department.

- Locating of all City utilities (271 job tickets) ongoing
 - a. This is a decrease of 28% from September 2022
- Continued animal control services (13 responses to animal issues)
- Cemetery plot locates (1 in total)
- Projects/Meetings
 - a. W Penn Street reconstruct (west of I380)
 - i. Continued design work and collaboration with Johnson Co Secondary Roads
 - b. New Subdivision Review
 - i. Construction plan review and evaluation by staff for new projects
 - c. Street Department Building Project
 - i. Continued project design
 - ii. Worked with Shive to core hole concrete floor and vacuum to expose utility conflicts with new footings needed to support upper level addition
 - d. I380/Penn St Bridge
 - i. Met with staff and IDOT to discuss more of timeline of project, traffic implications, and first responder concerns and solutions
 - e. W Forevergreen/S Kansas/S Jones Traffic Signal Project
 - i. Design currently at 50%
- Staff conducted monthly safety inspections for all street equipment and buildings
- Monthly warning siren testing in all 8 locations were cancelled this month and not performed because of testing day bad weather
 - a. Test will resume as normal next month
- Various street sign repairs and new installs
- Service work performed on equipment
- Mowing of Right of Way (ROW) locations
- Street light repairs/replacement at W Zeller St bridge
- Service of various pieces of equipment
- All 25 large shop doors had preventive maintenance performed on them to eliminate issues during snow operations this winter

- Training
 - a. Hearing Protection (Target Solutions) and annual baseline hearing testing performed on all staff by Healthworks
 - b. Annual respiratory FIT testing completed on all staff by Angela McConville
 - c. Staff completed CPR training that were due to expire
- Streets
 - a. GIS mapping of all street signs continues
 - b. GIS mapping of electrical grid that is the responsibility of City continues
 - c. Street repairs
 - i. Heritage St concrete repairs completed
 - ii. S Dubuque St asphalt repairs completed
 - iii. Lininger Ln/Alexander Way, Lininger Ln/Heartland Way, Devmont Ct/Alexander Way, Silver Maple Dr, and Willow Ln concrete repairs completed
 - iv. All sites will get restored with grass seed this month
- Sanitary Sewer
 - a. Inspection of various manhole locations
- Storm Sewer
 - a. Storm system repairs of tile, pipe, and structures in various location of town
- Streets Dept. and Police Dept. worked with Liberty High School to identify Homecoming Parade route
 - a. Staff staged message boards, parade route signs, cones, barricades, and closure signs in order to minimize road disruption and create a safe experience for participants and parade viewers



Devmont Ct repairs



Lininger Ln repairs



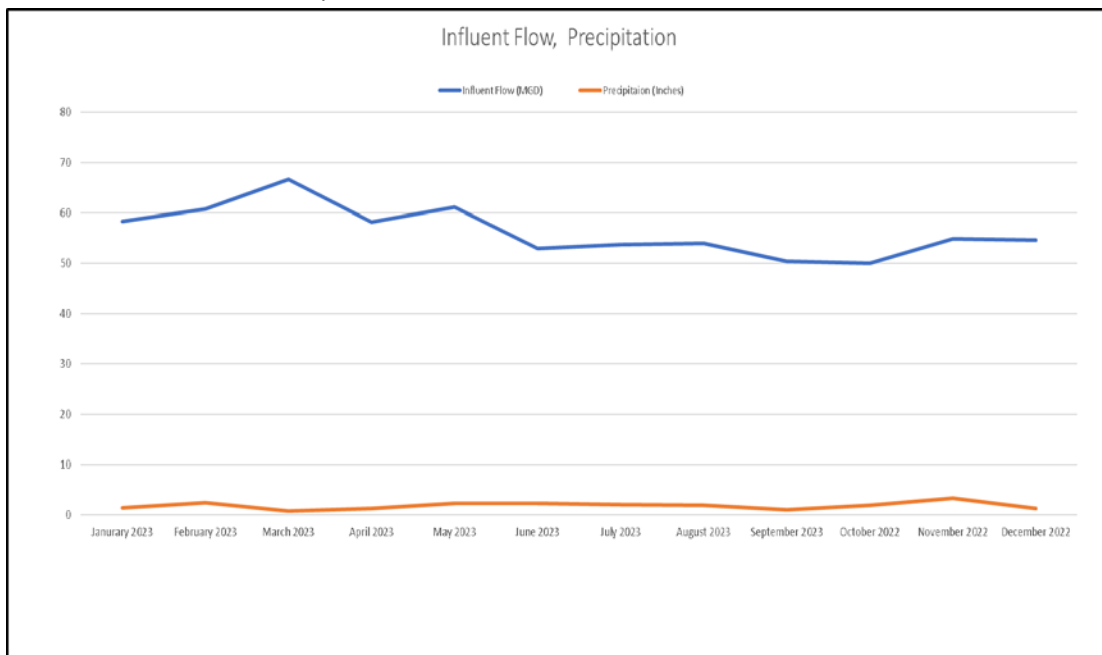
Willow Ln repairs



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

1. All scheduled preventative maintenance at the plant and lift stations was completed. **118 work orders** were completed throughout September. Maintenance staff worked on replacing all electrical components inside the portable generator.
2. This month’s staff safety meeting topic was Emergency Action Planning. Staff completed target solutions online and reviewed the topic as a group. Safety maps were updated and placed near entrances and exits of all buildings around the facility. Partial staff also renewed CPR/AED/First Aid certifications.
3. Operations and Lab completed all monthly sample results and reports. Operators attended SHL annual laboratory symposium conference. WPCP has completed COVID 19 testing contract with Bio-bot. Monthly Influent Flow Avg. was **1.68 MGD**. Operators continue to lower the biological solids in the treatment tanks to assist biological phosphorus removal. **1.473 MG** of solids were wasted from biological tanks to digesters during September. Biosolids storage building is about 90% full. We will be working with our hauling contractor to locate possible application sites as soon as crops are harvested.
4. Our fall recovery clean was completed on membrane train 4. All 5 membrane cassettes were pulled, inspected, cleaned and repairs were made to leaks within individual modules. If anyone is interested in a tour or would like to see how this process takes place, we would be happy to schedule a site visit. We will be continuing recovery cleans on the remaining membrane trains throughout the next few weeks.

Drew Lammers - WPCP Superintendent







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

In the month of September, we treated a total of 42,123,000 gallons of water, our average daily flow was 1,404,000 gallons, and our maximum daily flow was 1,760,000 gallons. The total amount of water used in the distribution system was about 6% higher than September 2022.

We have had a busy month with 9,249 accounts read, 71 re-reads, 103 service orders, 49 shut-offs, 45 re-connects for water service, 215 shut-off notices delivered, 2 new meter set inspections, 3-meter change outs, 26 MIU change outs, assisted 3 customers with data logging information, 47 calls for service, and 3 after hour or emergency calls. Our monthly total service work averaged 26 service orders per day.

We replaced two fire hydrants and added six new main line valves on North George Street last month. George Street was part of the original water distribution system, it was constructed with a limited amount of main line valves, and no hydrant isolation valves. We currently have two hydrants on North Main Street to replace and that entire area will be finished, both of the remaining hydrant locations have large trees that will need to be removed before we can start that work.

Staff finished grading and seeding all our excavation sites except for the two most recent on North George Street, those sites required pouring concrete and repairing the asphalt road, that work should be finished later this week to get everything backfilled and seeded before the seeding dates end.

The beginning of September we started our annual hydrant flushing, shortly after getting started Well # 8 our newest Jordan well was put out of service. Northway Well and Pump finished removing the pump and motor last week and televised the casing, it appears we had a check valve failure and the well had a large amount of Iron and Manganese buildup that will require a manual scrubbing process to clean. Once this well is back in-service we'll resume flushing hydrants.

Staff has continued to work on our Lead and Copper inventory list, currently we have collected data on 6,866 properties and have 2,413 unknowns. We were able to identify 524 services in the month of September. 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
September 7, 2023, 7:00pm
City Council Chambers, 1 Quail Creek Circle, North Liberty, Iowa

This meeting may be accessed live by the public in person or on the internet at northlibertyiowa.org/live, on Facebook at facebook.com/northliberty or on YouTube at youtube.com/c/northliberty. Meetings are rebroadcast on cable and available on-demand on northlibertyiowa.org.

1. Call to Order

2. Approval of Minutes

a. August 3, 2023

Motion: Jeremy Parrish, Second: Jamie Gade, Unanimous approval

3. Reports

a. Parks Report

- Seasonal staff are now done.
- Manhole and frame on
- Continuing to pick up pet waste bags. Currently going through 10,000 bags per month. Reminder to residents to only use bags they use in our parks and trails.
- Fall soccer has begun. Fields have been lined and markers are on.
- Penn Meadows Splash Pad is still open until the weather gets colder.
- Continuing to mow and trim weeds and aerating areas where they can. Overseeded by an outdoor pool.
- Safety surface at Quail Ridge is completed.
- Weeding and watering has been ongoing.
- Continuing to take down declining trees, especially trees close to homes by Beaver Kreek and the fire station.
- Red Fern dog park has had a few trees removed as well.
- Playground safety inspections are done monthly.
- Meetings with Shive Hattery for Admin Building, Penn Meadows parking lot ongoing
- Owen Skelley Field had new signage installation in preparation of the August 19 the field dedication
- Installation of mural at library August 17th.
- Penn Meadows parking lot project is underway. A few change orders were made due to lack of factoring in the unevenness of the old parking lot. A lot more of the parking lot had to be torn out than originally planned.
- All the fill was taken out by the dog park to fill in the berm.
- Fox Run improvement project consists of a trail around the pond leading to the playground area. Fox Run neighborhood will be able to choose some options on playground equipment.

b. Recreation/Pool Report

- Rec center getting busier with cooler weather.

- First football games, co-ed volleyball, basketball starting Sunday
- September 10 - October 8 indoor pool will be closed for painting. Hoping the painting will be done before October 8th.
- Classes such as Zumba and Tippi Toes are starting.
- Hy-Vee is doing meals 2 weeks in a row due to the closing of Pizza Ranch for senior program. 32 seniors are part of the program.
- Pickleball courts are very busy right now.
 - City of Tiffin putting in pickleball courts.
 - Jeremy asked what supply and demand of pickleball is. Brian said he has quite a few people renting courts. Guy has requests for keeping the lights on past 11 in outdoor courts. A park ordinance would need to be changed to allow lights on past 11.
 - Shannon asked about expense of building a new outdoor court. Guy mentioned a tennis court was \$80,000 in 2006.
 - Jeremy asked if we could partner with schools on this.
 - Guy mentioned there is a backlog of nets for pickleball currently.
 - Shannon asked about a pickleball league. This is being considered.

c. Questions, Concerns, Updates

- Jeremy mentioned updated microsite for next stage giving sight and \$500 or more could get folks recognized in some way. Folks can visit the site here:
<https://northlibertyiowa.org/departments/parks/next-stage-centennial-park-north-liberty-iowa/next-stage-donor-levels/>

4. Community Input / Ideas to Share

5. Upcoming Events

- a. Sept 9 – Messy Playdate
- b. Sept 10-Oct 8 – Indoor Pool Closed
- c. Sept 14 – NLCC Open House
- d. Sept 15 – Mystery Murder Dinner – ticket event
- e. Sept 23 – Star Party with TAKO

6. New Business

7. Old Business

8. Next Meeting

- a. Thursday, October 5, 2023, at 7:00pm.

9. Adjourn

- Motion by Jeremy Parrish, Second by Shannon Greene, Unanimous approval



Planning Commission
October 4, 2023
Council Chambers, 1 Quail Creek Circle

Call to Order

Chair Josey Bathke called the October 4, 2023 Planning Commission to order at 6:30 p.m. in the Council Chambers at 1 Quail Creek Circle. Commission members present: Barry A'Hearn, Josey Bathke, Sheila Geneser, Dave Willer, and Amy Yotty; absent: Patrick Staber, and Jason Heisler.

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

Approval of the Agenda

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

Preliminary Subdivision Plat

Staff Presentation

Rusnak presented the request of CMW Properties, LLC. to approve a Preliminary Subdivision Plat revision for a 7-lot subdivision on approximately 10.30 acres. The property is located at the southeast corner of North Liberty Road and South Dubuque Street. Staff recommends that the Planning Commission accept the two listed findings; 1. The preliminary plat, which proposes a mixed-use development, would achieve consistency with the Comprehensive Plan Future Land map designation of Urban High Intensity; and 2. The preliminary plat would achieve consistency with Section 180.11(3)(A) and 180.12 of the North Liberty Code of Ordinances, which sets forth the preliminary subdivision plat submittal requirements and design standards, respectively; and forward the request of CMW Properties, LLC to approve a Preliminary Subdivision Plat for a 7-lot subdivision on approximately 10.30 acres.

Applicant Presentation

Mike Welch, Welch Design and Development, was present on behalf of the applicant and offered to answer questions.

Public Comments

No public comments were offered.

Questions and Comments

The Commission discussed the application including the Putnam Drive intersection with North Liberty Road's proximity to roundabout.

Recommendation to the City Council

Geneser moved, Willer seconded that the Planning Commission accept the two listed findings and forward the Preliminary Subdivision Plat to the City Council with a recommendation for approval. The vote was: ayes -A'Hearn, Geneser, Bathke, Yotty, Willer; nays - none; absent - Heisler, Staber. Motion carried.

Approval of Previous Minutes

A'Hearn moved, Yotty seconded to approve the minutes of the September 5, 2023 meeting. The vote was all ayes. Minutes approved.

Old Business

Rusnak reported that Aldi, Steindler, the sports facility, and Pizza Ranch are all under construction. Buck Moon Villas is grading this year. Solomon's Landing and Watertower Place are going vertical.

New Business

Rusnak reported that there is no meeting in November. Bathke asked about the new location. Rusnak reported that Heiar will be presenting about the new city hall. The presentation might be at the December meeting if the agenda allows.

Adjournment

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

Signed:

Tracey Mulcahey, City Clerk