



**North Liberty City Council
Regular Session
March 12, 2024**



City Administrator Memo



To **Mayor and City Council**
From **Ryan Heiar, City Administrator**
Date **March 8, 2024**
Re **City Council Agenda March 12, 2024**

Consent Agenda

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

- City Council Minutes (02/27/24)
- Claims

Meetings & Events

Tuesday, Mar 12 at 6:30p.m.
City Council

Monday, Mar 18 at 7:00p.m.
Library Board

Tuesday, Mar 26 at 6:30p.m.
City Council

Library Board Appointment

The Mayor is recommending the appointment of Angela Fogt to fill a vacancy on the Library Board. Ms. Fogt’s application can be found in the packet.

North Liberty Community Pantry CDBG Application

The North Liberty Community Food Pantry is requesting assistance with a Community Development Block Grant Application that, if funded, would provide them with \$100k for fresh food purchases. As proposed, the City will submit the application, which is being prepared by East Central Iowa Council of Governments (ECICOG), and act as a conduit for funding should the application be approved. Since the administration of the grant will be handled by ECICOG, the staff time needed to potentially leverage \$100k for the Pantry is minimal. Staff recommends proceeding with the application and approval of the related resolution.

North Liberty Road Trail Project

In 2019 the City was awarded nearly \$650k in Federal Fiscal Year 2024 Transportation Alternative Program funds for the installation of the North Liberty Road Trail. This project, with a total estimated cost of \$1.3 million, is planned for in the City’s FY24 budget. Staff is recommending approval of the design proposal with Shive Hattery in the amount of \$207k. If approved, design, which includes a study of various access points to the Red Fern Dog Park, will start immediately with construction anticipated for spring/summer 2025. A project description and sketch can be found within the Shive proposal.

West Penn Street Improvement Project

The City has previously approved the acquisition of property necessary for the West Penn Street Public Improvement project, pursuant to a 28E agreement with Johnson

County. The City has reached agreement with the Raim Family in the amount of \$29,050 for the acquisition of property necessary for the project. The costs for this particular acquisition are elevated because the property owner has elected to install replacement fencing through their own contractor after the completion of the project. The costs for installation of the replacement fence would otherwise have been included in the budget for the project, and now can be removed. The City will be reimbursed by Johnson County for more than 50% of the acquisition costs of these particular property interests. Staff recommends approval.

Water Tower Place

In October of 2023, the City approved the final plat and an escrow agreement for the Water Tower Place subdivision. Subsequently, the public improvements for the subdivision have been installed and accepted by the City Council. With the plat approved and improvements accepted, the City is now required to release the escrow. Staff recommends approval of the resolution releasing the escrow for Water Tower Place.

Speed Zones Ordinance Update, Third Reading

Staff has identified several areas of opportunity to improve and modernize the City's speed zone ordinance. The proposed amendment adopts best practices which improve transparency for the public and provide additional clarity for maintenance and enforcement. The amendment as proposed includes only one change in existing speed limits: reducing the 45-mph speed zone on Dubuque Street between Centro Way and Ranshaw Way to 35 mph, in accordance with the recommendation of the City's Traffic Safety Committee. Staff recommends approval.



Agenda



CITY COUNCIL

March 12, 2024

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, February 27, 2024
 - B. Claims
5. Public Comment
6. Engineer Report
7. City Administrator Report
8. Mayor Report
 - A. National Kidney Month Proclamation
9. Council Reports
10. Library Board Appointment
 - A. Council affirmation of appointment of Angela Fogt to fill a vacancy on the Library Board
11. North Liberty Community Pantry CDBG Application
 - A. Public Hearing regarding proposed CDBG – CV application
 - B. Resolution Number 2024-29, A Resolution approving a Grant Application for Community Development Block Grant Coronavirus (CDBG-CV) Funds to purchase fresh food and adopting the State of Iowa CDBG-CV Duplication of Benefits (DOB) Policies and Procedures for the City of North Liberty
12. North Liberty Road Trail Project
 - A. Resolution Number 2024-30, A Resolution approving Services Agreement between the City of North Liberty and Shive-Hattery, Inc. for the North Liberty Road Trail Project

13. Water Tower Place
 - A. Resolution Number 2024-31, A Resolution releasing surety for Water Tower Place Subdivision in North Liberty, Iowa

14. West Penn Street Project
 - A. Resolution Number 2024-32, A Resolution approving Permanent Right of Way Easement Agreement between Marcella Raim and the City of North Liberty

15. Speed Zones
 - A. Third consideration and adoption of Ordinance Number 2024-01, An Ordinance amending Chapter 62 of the North Liberty Code of Ordinances to update speed violation citation criteria and the locations of special speed zones

16. Old Business

17. New Business

18. Adjournment



Consent Agenda



City Council
February 27, 2024
Regular Session

Call to order

Mayor Hoffman called the February 27, 2024, Regular Session of the North Liberty City Council to order at 6:29 p.m. in Council Chambers at 1 Quail Creek Circle. Councilors present: Brian Leibold, Paul Park, Erek Sittig, and Brian Wayson; absent – Brent Smith.

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

Approval of the Agenda

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

Consent Agenda

Sittig moved, Park seconded to approve the Consent Agenda including the City Council Minutes, Regular Session February 13, 2024; Liquor License Renewal, Jalapeno; City Hall Project, City Construction, Change Order Number 3, \$23,429.00; City Hall Project, City Construction, Pay Application Number 12, \$245,300.82; and the attached list of Claims. The vote was all ayes. Consent Agenda approved.

Public Comment

No public comment was offered.

City Engineer Report

City Engineer Bilskemper reported on the City Hall Project, the Streets & Maintenance Facility Project, and the design of Centennial Park.

City Administrator Report

City Administrator Heiar reported that Council Goal Setting/Strategic Planning will be April 11. He updated on the City Hall Project.

Mayor Report

Mayor Hoffman attended the Fire Department event, Sip & Stroll and met with Cub Scouts Pack 275. Mayor Hoffman proclaimed International Women's Day & Women's History Month. Caryl Lyons spoke regarding the proclamation.

Council Reports

Councilor Wayson attended the Fire Department event and the Emergency Management meeting. Councilor Sittig attended the Think Iowa City luncheon, Sip & Stroll, and Johnson County Affordable Housing Coalition meeting. He offered a reminder that Coffee Connections is Friday

at the Library. Councilor Park dropped the puck at North Liberty night at the Heartlanders and attended the Think Iowa City luncheon.

West Penn Street Project

Sittig moved, Wayson seconded to approve Resolution Number 2024-23, A Resolution approving Permanent Right of Way Easement and Temporary Construction Easement Agreements between Theola K. Rarick, the John P. Rarick Family Trust, Clint Rarick, and the City of North Liberty. The vote was: ayes: Wayson, Leibold, Park, Sittig; nays – none; absent – Smith. Motion carried.

Wayson moved, Park seconded to approve Resolution Number 2024-24, A Resolution approving the Memorandum of Understanding between Central Iowa Power Cooperative, City of North Liberty, and Johnson County for the West Penn Street Improvements Project. The vote was: ayes – Wayson, Leibold, Sittig, Park; nays – none; absent – Smith. Motion carried.

Park moved, Sittig seconded to approve Resolution Number 2024-25, A Resolution accepting the bid and authorizing execution of the contract for the West Penn Street Improvements, Project, North Liberty, Iowa. The vote was: ayes – Leibold, Wayson, Park, Sittig; nays – none; absent – Smith. Motion carried.

Johnson County Dive Team 28E

Heiar and Lientz presented information on the agenda item. Sittig moved, Wayson seconded to direct staff to initiate the withdrawal from the Johnson County Dive Team 28E Agreement. The vote was all ayes. Motion carried.

Middle Iowa Water Management Association

Sittig moved, Wayson seconded to approve Resolution Number 2024-26, A Resolution approving the Memorandum of Understanding between the City of North Liberty and Johnson County for Middle Iowa Watershed Management Authority. After discussion, the vote was: ayes – Sittig, Park, Leibold, Wayson; nays – none; absent – Smith. Motion carried.

Centennial Park Play Yard Naming Agreement

Park moved, Leibold seconded to approve Resolution Number 2024-27, A Resolution approving the Naming Rights Agreement between the City of North Liberty and Watts Family Foundation that establishes the terms and conditions under which a sponsorship for Centennial Park Next Stage Park Project will be provided. After discussion, the vote was: ayes – Sittig, Park, Leibold, Wayson; nays – none; absent – Smith. Motion carried.

Water Tower Place

Sittig moved, Wayson seconded to approve Resolution Number 2024-28, A Resolution accepting public improvements for Water Tower Place Subdivision in North Liberty, Iowa. The vote was: ayes – Leibold, Sittig, Wayson, Park; nays – none; absent – Smith. Motion carried.

Speed Zones

Sittig moved, Wayson seconded to approve the second consideration of Ordinance Number 2024-01, An Ordinance amending Chapter 62 of the North Liberty Code of Ordinances to update speed violation citation criteria and the locations of special speed zones. The vote was: ayes – Park, Wayson, Leibold, Sittig; nays – none; absent – Smith. Motion carried.

Old Business

No old business was presented.

New Business

No new business was presented.

Adjournment

Wayson moved; Park seconded to adjourn at 6:58 p.m. The vote was all ayes. Meeting adjourned.

CITY OF NORTH LIBERTY

By: _____
Chris Hoffman, Mayor

Attest: _____
Tracey Mulcahey, City Clerk



Mayor Report



PROCLAMATION

National Kidney Month

WHEREAS, there are an estimated 37 million adults in the U.S. with kidney disease, and 1 in 3 adults in the U.S. are at risk. Most people are unaware that the risk factors for kidney disease include diabetes, heart disease, high blood pressure, obesity, and family history, with diabetes being a leading cause for kidney disease; and

WHEREAS, people who are Black or African American or Hispanic or Latino are at increased risk for developing kidney disease. Therefore, it is critical that attention be brought to this often-overlooked health crisis;” and

WHEREAS, the month of March is National Kidney Month and March 14th, 2024, is World Kidney Day; and

WHEREAS, the National Kidney Foundation is calling on all everyone to participate in raising awareness of kidney disease and the 1 in 3 adults in the U.S. who are at risk.

WHEREAS, the National Kidney Foundation is asking for your help in changing these numbers.

NOW, THEREFORE, BE IT RESOLVED that I, Chris Hoffman, Mayor of North Liberty, proclaim March National Kidney Month in North Liberty, Iowa.

Mayor Chris Hoffman

Signed in North Liberty, Iowa
this 12th day of March, 2024



Library Board Appointment

Tracey Mulcahey

From: Angela Fogt <communications@northlibertyiowa.org>
Sent: Saturday, January 27, 2024 1:17 PM
To: Tracey Mulcahey
Subject: Board & Commission Application: Angela Fogt

Name

Angela Fogt

I would like to serve on the

- Library Board of Trustees

Address

1875 Cypress Ridge
North Liberty, Iowa 52317
United States
[Map It](#)

Phone

(319) 575-0708

Email

angelafoegt@gmail.com

Place of employment

Faegre Drinker Biddle & Reath, LLP

Position

Attorney

Are you a North Liberty resident?

Yes

Are you 18 years of age or older?

Yes

Gender

Female

Length of North Liberty residency

1.5 years

Please give a brief statement of why you would like serve on this Board or Commission

I am an avid reader and have greatly appreciated the services and events provided by the North Liberty library. I am also passionate about the role that the library serves in the community. It helps to promote literacy and early childhood education, inspires future readers, provides access to underserved groups, and serves as a place for the community to gather and learn. I would like to be part of the discussion on the library's future growth and strategic direction as a member of the Board of Trustees.

Please note any real estate, business or commercial interests within the City, other than your primary residence, or the purpose of identifying any actual or potential conflicts of interest

None

Please give any other background or personal information that you feel would be helpful to the City Council in making their decision:

I am an attorney that specializes in advising nonprofit organizations and public entities on governance, grantmaking, fundraising, and overall tax and legal compliance. I would like to use this skill set in a way that will support the North Liberty community and the library.



North Liberty Community Pantry CDBG Application

Resolution No. 2024-29

A RESOLUTION APPROVING A GRANT APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS (CDBG-CV) FUNDS TO PURCHASE FRESH FOOD AND ADOPTING THE STATE OF IOWA CDBG-CV DUPLICATION OF BENEFITS (DOB) POLICIES AND PROCEDURES FOR THE CITY OF NORTH LIBERTY

WHEREAS, the City of North Liberty, Iowa, (hereinafter referred to as "City") has determined a need for additional fresh food in response to increased demand for food following the COVID-19 pandemic at the North Liberty Community Food Pantry; and

WHEREAS, direct food supports, e.g. free school lunches and increased EBT funds, to families in response to pandemic have ended; and

WHEREAS, the City desires to meet the demands for food security and provide more fresh food options for households; and

WHEREAS, an application has been prepared to request funding from the CDBG-CV Program in the amount of \$100,000 to purchase approximately 450,000 pounds of food; and

WHEREAS, the City Council is required to ensure that Duplication of Benefits (DOB) does not occur with the utilization of CDBG-CV funds; and

WHEREAS, it is now procedurally necessary to adopt the State of Iowa CDBG-CV DOB Policies and Procedures via resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of North Liberty, Iowa, that the above-referenced CDBG-CV application and all necessary forms are hereby approved and the above-referenced State of Iowa CDBG-CV DOB Policies and Procedures be and the same are hereby adopted.

APPROVED AND ADOPTED this 12th day of March, 2024.

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

Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing
and Urban Development

OMB Number: 2501-0017
Expiration Date: 1/31/2026

Public Reporting Burden Statement: This collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of the requested information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed HUD-2880 forms to this address. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. This agency is authorized to collect this information under Section 102 of the Department of Housing and Urban Development Reform Act of 1989. The information you provide will enable HUD to carry out its responsibilities under this Act and ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. This information is required to obtain the benefit sought in the grant program. Failure to provide any required information may delay the processing of your application and may result in sanctions and penalties including of the administrative and civil money penalties specified under 24 CFR §4.38. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552). The information contained on the form is not retrieved by a personal identifier, therefore it does not meet the threshold for a Privacy Act Statement.

Applicant/Recipient Information

* UEI Number:

* Report Type:

1. Applicant/Recipient Name, Address, and Phone (include area code)

* Applicant Name:

* Street 1:

Street 2:

City:

State Abbreviation:

* Zip Code:

County:

* Country:

* Phone:

2. Employer ID Number (do not include individual social security numbers):

3. HUD Program Name:

4. Amount of HUD Assistance Requested/Received: \$

5. State the name and location (street address, City and State) of the project or activity

Project Name:

* Street 1:

Street 2:

City:

State Abbreviation:

* Zip Code:

County:

* Country: USA: UNITED STATES

Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. For further information see 24 CFR Sec. §4.3.

Yes

No

2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1-Sep. 30)? For further information, see 24 CFR §4.9.

Yes

No

If you answered "No" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form. However, you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested/Expected Sources and Use of Funds. Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name	Department/State/Local Agency Name
* Government Agency Name:	* Government Agency Name:
Government Agency Address:	Government Agency Address:
* Street 1:	* Street 1:
Street 2:	Street 2:
City: State Abbreviation: * Zip Code:	City: State Abbreviation: * Zip Code:
County:	County:
Country:	Country:
* Type of Assistance:	* Type of Assistance:
* Amount Requested/Provided: \$	* Amount Requested/Provided: \$
* Expected Uses of the Funds:	* Expected Uses of the Funds:

Note: For Part 1, use additional pages if necessary. Add Attachment:

Part III Interested Parties. You must disclose:

- All developers, contractors, or consultants involved in the application for assistance or in the planning, development, or implementation of the project or activity.

* Alphabetical list of all persons with a reportable financial interest in the project or activity (for individuals, give the last name first)	* Unique Entity ID	* Type of Participation in Project/Activity	* Financial Interest in Project/Activity (\$ and %)			
			\$			%
			\$			%
			\$			%

- Any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

* Alphabetical list of all persons with a reportable financial interest in the project or activity (for individuals, give the last name first)	* City of Residence	* Type of Participation in Project/Activity	* Financial Interest in Project/Activity (\$ and %)			
			\$			%
			\$			%
			\$			%

Note: For Part 2, use additional pages if necessary. Add Attachment:

Certification:

I/We, the undersigned, certify under penalty of perjury that the information provided above is true, correct, and accurate.

Warning: If you knowingly make a false statement on this form, you may be subject to criminal and/or civil penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

* Signature:	* Date: (mm/dd/yyyy):
--------------	-----------------------

Instructions

Overview.

A. Coverage. You must complete this report if:

- (1) You are applying for assistance from HUD for a specific project or activity **and** you have received, or expect to receive, assistance from HUD in excess of \$200,000 during the during the fiscal year;
- (2) You are updating a prior report as discussed below; or
- (3) You are submitting an application for assistance to an entity other than HUD, a State or local government if the application is required by statute or regulation to be submitted to HUD for approval or for any other purpose.

B. Update reports (filed by "Recipients" of HUD Assistance):

General. All recipients of covered assistance must submit update reports to the Department to reflect substantial changes to the initial applicant disclosure reports.

Line-by-Line Instructions.

Applicant/Recipient Information.

All applicants for HUD competitive assistance, must complete the information required in blocks 1-5 of form HUD-2880:

1. Enter the full name, address, city, State, zip code, and telephone number (including area code) of the applicant/recipient. Where the applicant/recipient is an individual, the last name, first name, and middle initial must be entered.
2. Entry of the applicant/recipient's EIN, as appropriate, is optional. Individuals must not include social security numbers on this form.
3. Applicants enter the HUD program name under which the assistance is being requested.
4. Applicants enter the amount of HUD assistance that is being requested. Recipients enter the amount of HUD assistance that has been provided and to which the update report relates. The amounts are those stated in the application or award documentation. NOTE: In the case of assistance that is provided pursuant to contract over a period of time (such as project-based assistance under section 8 of the United States Housing Act of 1937), the amount of assistance to be reported includes all amounts that are to be provided over the term of the contract, irrespective of when they are to be received.
5. Applicants enter the name and full address of the project or activity for which the HUD assistance is sought. Recipients enter the name and full address of the HUD-assisted project or activity to which the update report relates. The most appropriate government identifying number must be used (e.g., RFP No.; IFB No.; grant announcement No.; or contract, grant, or loan No.) Include prefixes.

Part I. Threshold Determinations - Applicants Only

Part I contains information to help the applicant determine whether the remainder of the form must be completed. Recipients filing Update Reports should not complete this Part.

If the answer to **either** questions 1 or 2 is No, the applicant need not complete Parts II and III of the report, but must sign the certification at the end of the form.

Part II. Other Government Assistance and Expected Sources and Uses of Funds.

A. Other Government Assistance. This Part is to be completed by both applicants and recipients for assistance and recipients filing update reports. Applicants and recipients must report any other government assistance involved in the project or activity for which assistance is sought. Applicants and recipients must report any other government assistance involved in the project or activity. Other government assistance is defined in note 4 on the last page. For purposes of this definition, other government assistance is expected to be made available if, based on an assessment of all the circumstances involved, there are reasonable grounds to anticipate that the assistance will be forthcoming.

Both applicant and recipient disclosures must include all other government assistance involved with the HUD assistance, as well as

any other government assistance that was made available before the request, but that has continuing vitality at the time of the request. Examples of this latter category include tax credits that provide for a number of years of tax benefits, and grant assistance that continues to benefit the project at the time of the assistance request.

The following information must be provided:

1. Enter the name and address, city, State, and zip code of the government agency making the assistance available.
2. State the type of other government assistance (e.g., loan, grant, loan insurance).
3. Enter the dollar amount of the other government assistance that is, or is expected to be, made available with respect to the project or activities for which the HUD assistance is sought (applicants) or has been provided (recipients).
4. Uses of funds. Each reportable use of funds must clearly identify the purpose to which they are to be put. Reasonable aggregations may be used, such as "total structure" to include a number of structural costs, such as roof, elevators, exterior masonry, etc.

B. Non-Government Assistance. Note that the applicant and recipient disclosure report must specify all expected sources and uses of funds - both from HUD and any other source - that have been or are to be, made available for the project or activity. Non-government sources of Form HUD-2880 funds typically include (but are not limited to) foundations and private contributors.

Part III. Interested Parties.

This Part is to be completed by both applicants and recipients filing update reports. Applicants must provide information on:

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
2. Any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower). Note: A financial interest means any financial involvement in the project or activity, including (but not limited to) situations in which an individual or entity has an equity interest in the project or activity, shares in any profit on resale or any distribution of surplus cash or other assets of the project or activity, or receives compensation for any goods or services provided in connection with the project or activity. Residency of an individual in housing for which assistance is being sought is not, by itself, considered a covered financial interest.

The information required below must be provided.

1. Enter the full names and addresses. If the person is an entity, the listing must include the full name and address of the entity as well as the CEO. Please list all names alphabetically.
2. Entry of the Unique Entity Identifier (UEI), for non-individuals, or city of residence, for individuals, for each organization and person listed is **optional**.
3. Enter the type of participation in the project or activity for each person listed: i.e., the person's specific role in the project (e.g., contractor, consultant, planner, investor).
4. Enter the financial interest in the project or activity for each person listed. The interest must be expressed both as a dollar amount and as a percentage of the amount of the HUD assistance involved.

Note that if any of the source/use information required by this report has been provided elsewhere in this application package, the applicant need not repeat the information, but need only refer to the form and location to incorporate it into this report. (It is likely that some of the information required by this report has been provided on SF 424A, or on various budget forms accompanying the application.) If this report requires information beyond that provided elsewhere in the application package, the applicant must include in this report all the additional information required. Recipients must submit an update report for any change in previously disclosed sources and uses of funds as provided in Section I.D.5., above.

Notes:

1. All citations are to 24 CFR Part 4, which was published in the Federal Register. [April 1, 1996, at 63 Fed. Reg. 14448.]
2. Assistance means any contract, grant, loan, cooperative agreement, or other form of assistance, including the insurance or guarantee of a loan or mortgage, that is provided with respect to a specific project or activity under a program administered by the Department. The term does not include contracts, such as procurements contracts, that are subject to the Fed. Acquisition Regulation (FAR) (48 CFR Chapter 1).
3. See 24 CFR §4.9 for detailed guidance on how the threshold is calculated.
4. "Other government assistance" is defined to include any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or

any other form of direct or indirect assistance from the Federal government (other than that requested from HUD in the application), a State, or a unit of general local government, or any agency or instrumentality thereof, that is, or is expected to be made, available with respect to the project or activities for which the assistance is sought.

5. For the purpose of this form and 24 CFR Part 4, "person" means an individual (including a consultant, lobbyist, or lawyer); corporation; company; association; authority; firm; partnership; society; State, unit of general local government, or other government entity, or agency thereof (including a public housing agency); Indian tribe; and any other organization or group of people.



SERVICE AGREEMENT

Purpose. This SERVICE AGREEMENT is hereby entered into by the **CITY OF NORTH LIBERTY, IOWA**, (hereinafter referred to as “the CITY”) and the **EAST CENTRAL IOWA COUNCIL OF GOVERNMENTS** (hereinafter referred to as the “SERVICE PROVIDER”) for the purpose of contracting with the SERVICE PROVIDER for the preparation of a **DOWNTOWN REVITALIZATION (DTR) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV) APPLICATION** (hereinafter referred to as “APPLICATION”).

Application Preparation. The SERVICE PROVIDER agrees to prepare the APPLICATION to be submitted to the Iowa Economic Development Authority (IEDA) for the purpose of funding a City of North Liberty, on behalf of the North Liberty Community Food Pantry, CDBG-CV grant.

Terms & Fee. The SERVICE PROVIDER will provide staff services at **no charge**. In addition to the APPLICATION preparation, the CITY agrees, by signing this SERVICE AGREEMENT, to have the SERVICE PROVIDER administer the project if the APPLICATION is successful. The fee for such service will be stipulated in the APPLICATION.

If at such time that the CITY chooses not to enter into an agreement for CDBG administrative services with the SERVICE PROVIDER, the CITY shall be billed for the cost of preparing the APPLICATION at the SERVICE PROVIDER’S hourly rate of \$75.00, not to exceed \$2,500.

Effective Dates. The effective starting date of this SERVICE AGREEMENT shall be **March 12, 2024**, and the SERVICE AGREEMENT shall remain in effect until **funding disposition**. Upon award of a grant, the CITY and the SERVICE PROVIDER shall enter into a separate AGREEMENT for grant administration.

Termination. This SERVICE AGREEMENT may be terminated by either the CITY or the SERVICE PROVIDER by submitting written notice of termination to the other party no less than seven (7) days before the end date of this SERVICE AGREEMENT.

This SERVICE AGREEMENT represents the entire and integrated agreement between the CITY and the SERVICE PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This SERVICE AGREEMENT may be amended only by written instrument signed by both the CITY and the SERVICE PROVIDER.

CITY:

Chris Hoffman, Mayor, City of North Liberty

Date

SERVICE PROVIDER:

Karen Kurt, Executive Director, ECICOG

Date

FEDERAL ASSURANCES SIGNATURE PAGE

I, Chris Hoffman, (applicant official) hereby certify that in carrying out the activities funded under the CDBG Program, the City of North Liberty:

- A. will minimize displacement of persons as a result of such activities;
- B. will conduct and administer the program in conformity with Public Law 88-352 (Title VI of the Civil Rights Act of 1964), and Public Law 90-284 (Title VIII of the Civil Rights Act of 19687) and will affirmatively further fair housing);
- C. will provide for opportunities for citizen participation, hearings, and access to information with respect to our community development program comparable to the requirements found under sections 104(a)(2) and 104(a)(3) of Title I of the Housing and Community Development Act of 1975 as amended through 1987; and
- D. will not attempt to recover any capital costs of public improvements assisted in whole or part under the CDBG Program by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under the CDBG Program are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Public Law 93-383, as amended, or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income who are not of very low income, the city/county has certified to the State that it lacks sufficient funds received under the CDBG Program to comply with the requirements of clause (i) above.

I also certify that to the best of my knowledge and belief, data in the application is true and correct, including commitment of local resources; the document has been duly authorized by the governing body of the applicant; and the applicant will comply with all applicable federal and state requirements, including the following, if assistance is approved:

- A. Civil Rights Acts;
- B. Housing and Community Development Acts of 1974, as amended;
- C. Age Discrimination Act of 1975;
- D. Section 504 of the Rehabilitation Act of 1973;
- E. Davis-Bacon Act, as amended, where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work Hours and Safety Standards Act; the Copeland Anti-kickback Act; the Department of Defense Reauthorization Act of 1986 and the Fair Labor Standards Act.
- F. National Environmental Policy Act of 1969 and 24 CFR 58 (Environmental Review).
- G. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- H. State of Iowa Citizen Participation Plan;
- I. Lead-based Paint Poisoning Prevention Act;
- J. Residential Anti-displacement and Relocation Assistance Plan;
- K. Government-wide Restriction on Lobbying and the Hatch Act; and
- L. Prohibition on the Use of Excessive Force.

Chris Hoffman

Typed Name of Applicant Official

Signature

Date

Ryan Heiar

Typed Name of Person Attesting

Signature

Date

State of Iowa

Community Development Block Grant Coronavirus (CDBG-CV)

Duplication of Benefits Policies and Procedures

I - INTRODUCTION

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136) (CARES Act) was signed into law, making CDBG coronavirus (CDBG-CV) funds available to the U.S. Department of Housing and Urban Development (HUD) in addition to individuals, business, education, and other federal agencies as part of the \$2.2 trillion bill. CDBG-CV dollars were allocated to current CDBG grantees with the intention to help communities fund the additional costs of the COVID-19 (coronavirus) pandemic.

For Fiscal Year 2020, HUD allocated \$31,367,906 of CDBG-CV funds to the State of Iowa non-entitlement areas through the Iowa Economic Development Authority (IEDA).

Unlike annual CDBG allocations, all CDBG-CV funds must support activities that “prevent, prepare for, and respond to coronavirus”. Specific regulations for CDBG and CDBG-CV funds used for this purpose are detailed in the Federal Register [Notice of Program Rules, Waivers, and Alternative Requirements Under the CARES Act for Community Development Block Grant Program Coronavirus Response Grants, Fiscal Year 2019 and 2020 Community Development Block Grants, and for Other Formula Programs](#). (FR-6218-N-01 “CDBG CARES Program Notice”)

The CDBG CARES Program Notice requires that grantees ensure that Duplication of Benefits (DOB) does not occur for CDBG-CV and applicable Fiscal Year 2019 and 2020 CDBG funds, including the creation of policies and procedures.

The Iowa IEDA Accounting and Community Investments teams are committed to the effective management of CDBG and CDBG-CV. This document establishes a set of policies and procedures to prevent DOB and IEDA will be updated periodically to incorporate changes in the CDBG-CV Grant program.

CARES ACT REQUIREMENTS

The CARES Act requires HUD to ensure that there are adequate procedures in place to prevent any duplication of benefits as required by federal regulations under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (“Stafford Act”). The Stafford Act says that grantees must analyze assistance to prevent a federal grant from paying costs that have already been paid for, or will be paid for, by another Federal program, insurance, or other sources.

To comply with the CARES and Stafford Acts, all CDBG-CV grantees, including the State of Iowa and their unit of local government (UGLG) and other grantees, are required to develop and maintain adequate policies and procedures to prevent DOB.

Preventing DOB generally means that grantees may not use CDBG-CV funds for costs already fully covered by other programs.

The CARES Act requires that all CDBG-CV grantee DOB policies and procedures address (individually or collectively) each activity or program.

These CDBG-CV DOB policies and procedures also apply to the use of fiscal year 2019 and 2020 formula CDBG funds for activities to prevent, prepare for, and respond to coronavirus.

III.B.9. Duplication of Benefits

The CARES Act requires HUD to ensure that there are adequate procedures in place to prevent any duplication of benefits as required by section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 42 U.S.C. 5121 et seq.).

A grantee is required to develop and maintain adequate procedures to prevent a duplication of benefits that address (individually or collectively) each activity or program. A grantee’s policies and procedures are not adequate unless they include, at a minimum: (1) A requirement that any person or entity receiving CDBG–CV assistance (including subrecipients and direct beneficiaries) must agree to repay assistance that is determined to be duplicative; and (2) a method of assessing whether the use of CDBG–CV funds will duplicate financial assistance that is already received or is likely to be received by acting reasonably to evaluate need and the resources available to meet that need. [CDBG CARES Program Notice](#)

ENABLING LEGISLATION

CARES ACT

The [Coronavirus Aid, Relief, and Economic Security Act CARES Act](#) was signed on March 27, 2020 as Public Law 116-136. The act allows HUD to modify some CDBG program rules and authorizes the Secretary of HUD to grant waivers and alternative requirements to [24 CFR 570.481\(a\)\(2\)](#).

Prevention of DOB is a requirement per the CARES Act and corresponding HUD Federal Register [Notice of Program Rules, Waivers, and Alternative Requirements Under the CARES Act for Community Development Block Grant Program Coronavirus Response Grants, Fiscal Year 2019 and 2020 Community Development Block Grants, and for Other Formula Programs](#). (FR–6218–N–01)

Grantees must prevent [Duplication of Benefits as required by Section 312 of the Stafford Act](#), as amended by section 1210 of the Disaster Recovery Reform Act of 2018.

STAFFORD ACT

The COVID-19 pandemic is an emergency of sufficient severity and magnitude to warrant an emergency declaration for all states, tribes, territories, and the District of Columbia pursuant to section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 32 5121-5207, as amended (the “Stafford Act”).

DOB is regulated by [Section 312 of the Stafford Act](#), as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 2 U.S.C. 5121 et seq.).

The Stafford Act prohibits recipients of federal disaster grants from receiving financial assistance under any other program, or from insurance or any other source, for the same disaster loss.

DRRA

[The Disaster Recovery Reform Act of 2018 \(DRRA\) Public Law No: 115-254 amending the Stafford Act](#) amends DOB in the Stafford Act for disasters occurring between 2016 and 2021 and no longer applies to any DOB analysis after October 5, 2023. by allowing loans to be considered non-duplicative.

The DRRA includes certain exceptions for subsidized loans in the calculation of DOB. Specific questions related to the applicability of subsidized loans for DOB calculation should be directed to IEDA staff.

UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

2 CFR Part 200 requires that costs for federal grants must “be **necessary** and **reasonable**” and applies to all CDBG and CDBG-CV funding. These requirements prohibit using a federal grant for costs that have already been or will be paid from another source, and that the costs are considered reasonable if they do not “exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.”

Within DOB policies and procedures, grantees must verify that additional funding will not duplicate payments, and that the costs are both accurate and within a market-rate or practical standard for specific work or products. When evaluating costs, grantees are encouraged to consider questions such as, “Is there a need for the assistance? Is the cost necessary for an eligible activity? Does it meet program standards?”

Stafford Act

Sec. 312. Duplication of Benefits (42 U.S.C. 5155)

(a) General Prohibition –

The President, in consultation with the head of each Federal agency administering any program providing financial assistance to persons, business concerns, or other entities suffering losses as a result of a major disaster or emergency, shall assure that no such person, business concern, or other entity will receive such assistance with respect to any part of such loss as to which he has received financial assistance under any other program or from insurance or any other source.

II - ROLES AND RESPONSIBILITIES

IEDA

Iowa Economic Development Authority (IEDA), also referred to as “the state”, is the recipient of State CDBG and CDBG-CV funding from HUD that is distributed to both entitlement and non-entitlement units of government in order to prevent, prepare for and respond to coronavirus. The structure and process of distribution is summarized in the state’s CDBG Method of Distribution.

IEDA is responsible for ensuring that entitlement and non-entitlement units of government that receive CDBG or CDBG-CV funds to prevent, prepare for, and respond to coronavirus comply with this DOB Policy and Procedure. IEDA is responsible for the administration, revision, interpretation, and application of this document.

ENTITLEMENTS

Entitlement jurisdictions receive direct CDBG and CDBG-CV allocations from HUD but may also receive additional funds from IEDA.

HUD Entitlement entities may create their own DOB policies and procedures or adopt IEDA’s DOB policies and procedures for the implementation of CDBG and CDBG-CV funds. If the entitlement unit of government uses its own DOB policies and procedures, it must clearly define how the entity will research potential DOB, calculate DOB, and collect all DOB documentation for each program. Entitlement entities’ DOB policies and procedures must be approved by IEDA before funds will be allocated.

NON-ENTITLEMENTS (UGLG)

Non-Entitlement jurisdictions (also referred to as “Units of General Local Government” (UGLG)) apply to IEDA for CDBG and CDBG-CV funding. Funding for non-entitlement entities may be administered by the region’s Council of Government (COG) or a qualified entity as determined by IEDA.

IEDA’s DOB policies and procedures must be accepted and utilized by non-entitlement entities, even if policies and procedures will be carried out by a regional council of governments (COG) or other subrecipient. The non-entitlement entity procedures are provided in this document.

Subgrantees can be entitlements or non-entitlements, or other organizations, who receive CDBG or CDBG-CV directly from IEDA.

Recipient Organizations run programs using CDBG or CDBG-CV funds for Grantees. These are often non-profit organizations but can be any organization type that is eligible to receive HUD funding.

Beneficiaries directly receive CDBG-funded goods and services that meet a national objective. Beneficiaries may be individuals or households/families.

METHOD OF DISTRIBUTION

IEDA is required to share Method of Distribution (MOD) information with potential applicants. *24 CFR 91.320(k)(1)(i); 24 CFR 570.490(a)(2).*

IEDA took potential DOB into account in the creation of eligible activities to prevent, prepare for, and respond to coronavirus within the CDBG-CV MOD. The MOD for CDBG-CV describes the program types that are eligible for CDBG-CV funding from IEDA, in order of priority. Each activity type will have different types of potential DOB sources and risks.

ENTITLEMENTS

Iowa entitlement jurisdictions submitted applications to IEDA stating what activities would be funded by CDBG-CV. IEDA's review considers concurrent CDBG-CV funding given directly to entitlements by HUD when analyzing potential DOB.

NON-ENTITLEMENTS

IEDA will request applications and fund only programs described in the MOD. UGLGs must look for potential DOB based on the funded program(s).

The State's Method of Distribution is available here: [\(INSERT HYPERLINK\)](#)

III DUPLICATION OF BENEFITS

DEFINITION

Duplication of Benefits (DOB) occurs when Federal financial assistance is provided to a person or entity through a program to address losses resulting from a Federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source.

A Duplication of Benefits occurs when:

- A Beneficiary receives assistance, and
- The assistance is from multiple sources (i.e. private insurance, SBA, PPP, non-profits, City, State, etc.), and
- The assistance amount exceeds the total need for a specific purpose.

DOB is considered for the program, family, or individual beneficiary receiving financial assistance. In other words, DOB is considered for those incurring the costs paid by CDBG funding, not necessarily those distributing or administering funds.

TYPES OF ASSISTANCE

Assistance considered to be a potential DOB includes:

- Cash awards
- Insurance proceeds
- Grants
- Awards or assistance under local, state or federal programs, and private or nonprofit organizations
- Other HUD grants (e.g. HOME, ESG, ESG-CV, HOPWA)

Assistance not considered to be a potential DOB includes:

- Personal assets such as money in a checking or savings account (excluding insurance proceeds or other assistance deposited into the applicant's account)
- Declined or cancelled loans
- Private loans
Forgivable /government-subsidized loans (provided that all Federal assistance is used toward a loss suffered as a result of a major disaster or emergency). Note: CDBG-CV funds do not need to be used to pay down SBA loans
- Unemployment benefits
- Retirement accounts
- Credit cards and lines of credit
- In-kind donations (although these non-cash contributions known to the grantee reduce total need)
- Assistance provided for a different purpose than the CDBG-eligible activity, or a general, non-specific purpose (e.g., "disaster relief/recovery") and not used for the same purpose
- Funds received for a different disaster declaration other than the coronavirus pandemic

- Funds not available to the applicant, like when insurance funds must be used for a forced mortgage payoff

Potential DOB will vary by program type. Subgrantees in Iowa should pay special attention to the following potential sources of coronavirus pandemic benefits:

<https://files.hudexchange.info/resources/documents/CARES-Act-Programs-CDBG-Awareness-Duplication-Benefits.pdf>

ORDER OF ASSISTANCE

“Order of Assistance” analysis for DOB does not apply to CDBG-CV funds. Program funds can be awarded to beneficiary regardless of other awards or assistance sought by the beneficiary as long as a need for assistance exists and the CDBG-CV award does not or will not duplicate any other form of eligible assistance.

DOB RISK

The risk of DOB occurring varies by program activity and application process. For example, a small business grant program that will approve \$30,000 grants for job retention, in a period of time when many businesses are eligible for other sources of assistance, will require more scrutiny and documentation than a public services program using \$8,000 of CDBG-CV for PPE to be used by employees in a senior center.

The level of risk of DOB informs the level of required documentation. For example, low-risk public services may solely require a self-certification that the beneficiary did not receive duplicative benefits. On the contrary, business or rental assistance, may require more detailed analysis and evaluation of potential DOB.

To comply with the federal prohibition against the duplication of disaster benefits, Grantees must ensure that all DOB policies and procedures are followed within recipient organizations and/or administering agencies. Monitoring, training, and other assistance may be needed by recipient organizations, with particular attention on programs with a high risk of DOB.

DOB MONITORING/REVIEW

Subgrantees are responsible for monitoring and overseeing programs to ensure compliance with all program rules and regulations, including DOB.

In addition, IEDA will monitor both entitlement and non-entitlement entities for DOB compliance in addition to typical CDBG or CDBG-CV program monitoring. Programs with a higher risk of DOB or higher individual funding amounts will have a higher amount of examination by IEDA. The level of monitoring is defined in each subgrantee’s grant agreement with IEDA.

NON-ENTITLEMENT DESK MONITORING REQUIREMENTS

For programs with a low risk of DOB, IEDA will examine at least **5% of all intake and DOB calculation documentation** chosen at random. These will typically be public service activities.

For programs that award higher amounts of funding per beneficiary and/or have a high risk of DOB, IEDA will examine at least **20% of assistance for DOB documentation** at random.

IV – IEDA DOB PROCEDURES

All IEDA CDBG-CV subgrantees must have a DOB policy that analyzes and documents that subrecipients, assisted individuals or families, businesses, and other entities that receive CDBG-CV assistance have not previously received, or will not receive, duplicative assistance from another source before CDBG-CV assistance is provided.

Entitlement subgrantees may utilize their own DOB policies and procedures OR adopt IEDA's DOB policies and procedures. If entitlement subgrantees will use their own DOB policies and procedures, these policies and procedures must be submitted to IEDA prior to the allocation of funding.

Non-entitlement subgrantees must accept and utilize IEDA's policies and procedures for DOB.

All subgrantees will:

- Identify and calculate the total DOB
- Identify the additional assistance received for the same purpose/activity
- Recapture funds if necessary

APPENDIX 1: IEDA DOB PROCEDURES

Required to be utilized by all non-entitlement subgrantees

Subgrantees must show a duplication of benefits analysis before providing CDBG-CV assistance and should only pay for unmet needs/needs not met by other sources of assistance. Subgrantees are required to maintain adequate documentation justifying the compliance with these DOB procedures in accordance with all other recordkeeping and documentation requirements.

INFORMATION SHARING

Due to the high volume of federal, state, local and private programs and activities responding to the impact of COVID-19 within the State of Iowa, all programs must include an information sharing agreement (*Consent to Release Form*) to allow the subgrantee to share any DOB-related data with other subgrantees, entitlement jurisdictions, and the State to protect against DOB from occurring.

DOB RISK

Based on the specific program(s) carried out by a subgrantee, they will be responsible for different levels of protection against DOB. The State of Iowa has identified activities as either being “high” or “low” risk for DOB. High risk activities may include activities such as business or rental assistance and low activities may include activities such as foodbanks or other public services.

Beneficiaries of all high-risk activities are required to execute a DOB Certification and Subrogation Agreement with the beneficiary.

All applicant information will be collected by grantees and provided to IEDA upon request.

DOB INFORMATION SHOULD BE PROVIDED TO IEDA AS INSTRUCTED IN IOWAGRANTS.GOV. DOB EVALUATION PROCESS

STEP 1: REVIEW LOCAL, STATE, FEDERAL ASSISTANCE PROGRAMS

Research potentially duplicative funding sources on a local, program level to manage DOB risk. Maintain a list of potential duplicative funding sources and structure program applications in a manner to identify potential duplicative sources.

Subgrantees should cross reference applications and program guidelines for each program against this list of potential sources of DOB to ensure that the program is adequately monitoring for instances of DOB.

IEDA will make available on its website a list of potential duplication of benefits already identified.

STEP 2: CERTIFICATION BY BENEFICIARY

Each beneficiary of CDBG-CV funds will list other sources of assistance and sign a DOB certification form as well as *Consent to Release* form/certification. Forms may vary by program type and may be combined with existing certification forms for CDBG.

High risk activities require that the beneficiary also sign a subrogation agreement.

STEP 3: REVIEW OF COST REASONABLENESS

Subgrantees must evaluate costs and determine that they are “reasonable” and “necessary” per 2 CFR 200. Proposed costs must be accurate and within a market-rate or practical standard for specific work or products. They must also be a necessary component to the core project.

STEP 4: ASSESS THE AMOUNT OF NEED BASED ON THE TOTAL COST FOR THE ACTIVITY

Identification of total need (e.g. total cost)

STEP 5: CALCULATION OF ADDITIONAL ASSISTANCE

The subgrantee determines which financial assistance sources it must exclude as duplicative and non-duplicative for the DOB calculation. Subgrantees must exclude amounts that are:

- Provided for a different purpose; or
- Provided for the same purpose (eligible activity), but for a different, allowable use (cost).

STEP 6: CALCULATION OF UNMET NEED

Once a grantee has determined the total need and the total assistance, it must calculate the difference between these amounts. This amount is the maximum allowable award of CDBG-CV to the beneficiary. (The “unmet need”.)

STEP 7: AWARD OF FUNDING WITH PAYBACK CLAUSE

If a beneficiary subsequently receives a duplicative benefit, it must repay the subgrantee either directly or through the administering entity, if present. A clause requiring payback of DOB must be in all CDBG-CV contracts.

In the event that additional funds are determined to be a DOB, funds will be withheld from future pay requests or, if all funds have been expended, the beneficiary will be required to repay the funds.

EXAMPLES

1. **CDBG-CV funding a different purpose (cost) than a subsidized loan. Not a DOB.**

Pete’s Pella Bistro, a for-profit business, shut down because of the COVID-19 emergency and disaster declarations. The Bistro owners applied for and received an SBA Paycheck Protection Program (“PPP”) loan to help keep staff employed. The loan will be fully forgiven if the funds are used for payroll costs, interest on mortgages, rent, and utilities (at least 60% of the forgiven amount must have been used for payroll). They are now applying for CDBG-CV assistance.

There is no DOB if:

- The CDBG grantee provides CDBG-CV for costs of CDBG-eligible activities that are not one of the eligible uses of SBA PPP loans (e.g. payroll, employee health insurance, mortgage interest, rent, utilities, interest on debt obligations) AND
- The Bistro has not received financial assistance for that cost from some other source AND
- Financial need still remains for the business for costs not eligible to be covered by the SBA PPP loan.

The Bistro needs working capital for masks and sanitizer for the staff to begin table service. As this was not a cost covered by the SBA PPP loan, CDBG-CV may be used to assist the business.

2. **Calculating DOB for the same type of costs.**

The McCord family has a loss of income due to one parent’s workplace shutting down for four months due to coronavirus-related restrictions. The McCords qualify as low-income (under 80%

of the area median income) under the County's 2020 HUD income limits and are applying for Jasper County's CDBG Rental Assistance Program. The County CDBG program will pay for up to three months of emergency rental assistance up to a \$2,500 limit per household.

The County calculates DOB by:

- Assessing need.
 - The McCord's monthly rent is \$1,000/month.
$$\text{Total need} = \$1,000 \times 3 = \$3,000$$
- Determining potential duplicative costs, or other sources that have been/will be used to pay all or part of the family's \$3,000 rent cost.
 - The family will receive \$300 for rent from a State of Iowa CARES Act assistance program through their town.
 - The McCords indicate that \$200/month has also been pledged by the local Community Action Agency for rent assistance.
$$\$200 \times 3 \text{ months} = \$600$$

$$\$300 + \$600 = \$900 \text{ total assistance from other sources}$$
- Calculating the maximum monthly award to avoid DOB. This is the amount left to meet the family's rent need after factoring in the other funding sources.
$$\$3,000 \text{ (total need)} - \$900 \text{ (assistance from other sources)} = \$2,100 \text{ total maximum CDBG assistance for rent.}$$

$$\$2,100 \text{ is under the County's } \$2,500 \text{ CDBG program limit for assistance so the family is awarded the full } \$2,100, \text{ paid as } \$700/\text{month directly to the landlord.}$$
- Documenting DOB compliance.
The County retains all DOB determination calculations, documentation of total rent need and other assistance amounts.

3. Certifying low-risk DOB.

The City of Muscatine is awarding CDBG-CV funds to a local food pantry to help pay for the additional staffing needed to keep up with increased food need in the community due to the coronavirus pandemic.

The food pantry has added an additional statement to the intake form that the person or household receiving the food assistance:

- Has been financially or otherwise negatively impacted by the COVID-19 (coronavirus pandemic)
- Lists the other food assistance amounts received or expected to be received this month. e.g. Food Assistance Program (SNAP); Women, Infants, & Children (WIC); Child and Adult Care Food Program (CACFP)

- Has individual or household food needs remaining even if receiving additional food assistance.

DOCUMENTATION

Grantee must adequately document the cost charged to the Federal award. See 2 CFR 200.403(g).

GRANTEE DOB DOCUMENTATION MUST INCLUDE THE FOLLOWING:

1. *PROGRAM DESCRIPTIONS*

Program descriptions must, at minimum, include the HUD national objective, a description of program beneficiaries, and anticipated funding per organization / beneficiary.

2. *ANALYSIS OF RISK OF DOB PER PROJECT*

Risk will be considered based on the number of potentially duplicative funding sources on a local level, the amount of funding per beneficiary, on-site and desk monitoring frequency, and the potential for additional financial assistance in the future for the same program and purpose.

3. *EVALUATION PROCESS OF DOB PER PROJECT AND BENEFICIARY*

Process should identify which grantee staff will conduct each DOB step.

V - RESOURCES

HUD GUIDANCE

- **MEMO: CDBG CORONAVIRUS RESPONSE GRANTEE RESOURCES RELATED TO PREVENTING DUPLICATION OF BENEFITS (PDF)**
- **SUMMARY OF PRIMARY CDBG ACTIVITY CATEGORIES TO SUPPORT CORONAVIRUS (PDF)**
- **CARES ACT PROGRAMS THROUGH SBA, FEMA, IRS, TREASURY, USDA, AND HHS FOR CDBG GRANTEE AWARENESS FOR DUPLICATION OF BENEFITS (PDF)**
- **CDBG-CV COVID-19 FACT SHEET (PDF)**
- **UPDATES TO DUPLICATION OF BENEFITS REQUIREMENTS UNDER THE STAFFORD ACT FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) DISASTER RECOVERY GRANTEES**

APPENDIX: FORMS

SUBRECIPIENT AGREEMENT FOR FEDERALLY FUNDED PROJECT

THIS CONTRACT, made and entered into this _____ day of _____, 20__ by and between _____, IOWA, _____; and, _____, (hereinafter called "the Subrecipient") WITNESSETH THAT:

WHEREAS, _____, at the request of _____, has applied to the Iowa Economic Development Authority for a grant of federal funds from the U.S. Department of Housing and Urban Development pursuant to Title I of the Housing and Community Development Act of 1974 and Chapter 23 of the Iowa Administrative Code to: _____; and,

WHEREAS, _____ has been awarded a grant of funds as aforesaid in the amount of \$ _____ subject to the condition that _____ provide a local matching contribution in the amount of \$ _____; and,

WHEREAS, the parties hereto desire to make a written agreement with respect to said funds and the implementation of the project to which they pertain;

NOW, THEREFORE, the parties hereto have agreed to the terms and conditions as hereafter stated:

Section 1. **Matching Funds.** _____ shall expend the sum of \$ _____ of its own funds constituting X % of the local matching contribution (for what? when infused? how managed?).

Section 2. **Construction Contracts and Services.** _____ and _____ shall, for the purpose of constructing the aforesaid proposed project, proceed forthwith to engage the services of an architect/engineer, adopt plans and specifications, and award construction contracts in accordance with the laws and regulations of the State of Iowa and of the United States.

Section 3. **Administration.** The administration of the CDBG Contract # _____ and all transactions involving the expenditure of any of the grant funds within the scope of said contract shall be the sole prerogative of _____ carried out in such manner as it deems appropriate and consistent with Title I of the Housing and Community Development Act of 1974, 261--Chapter 23 of the Iowa Administrative Code and the contract between IEDA and _____.

Section 4. **Property Ownership.** Any and all improvements or property, real or personal, constructed, installed, or acquired pursuant to this contract shall be and remain the property of _____, conditions (if any) _____. If, from the date funds are first spent for the property until five years after closeout of _____ grant the use or planned use of the property is proposed to be changed, then _____ shall notify _____ of the proposed change. _____ shall contact the Iowa Economic Development Authority for instructions on how to proceed. If _____ proceeds with a use determined by the IEDA to be inconsistent with the use of the CDBG funds, _____ shall reimburse _____ and _____ shall reimburse the IEDA in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds.

Section 5. **Proposed Project.** _____ shall grant access to the premises and _____'s program records for _____ and its contractors to perform such required functions consistent with the CDBG contract as the _____ shall deem appropriate.

Section 6. **Excess Costs.** It is agreed that if the construction of said project results in contractual liability of _____ in an amount greater than said funds as stated in Section 1,

_____ shall be responsible for covering 100% of excess costs and hold _____ free of any contractual liability.

Section 7. **Indemnification.** _____ shall hold _____ and its officers and employees harmless from any and all claims, losses, damages or liability whatsoever resulting from or arising out of this contract or the project to which is pertains.

Section 8. **Unallowable Costs.** If _____ determines at any time, whether through monitoring, audit, closeout procedures or by other means or process that _____ has expended funds which are unallowable, _____ will be notified of the questioned costs and given an opportunity to justify questioned costs prior to _____ final determination of the disallowance of costs. If it is _____ final determination that costs previously paid by _____ are unallowable under the terms of the Agreement, the expenditures will be disallowed and _____ shall repay to _____ any and all disallowed costs.

Section 9. **Events of Default.** The following shall constitute Events of Default under this Agreement:

- a. **Material Misrepresentation.** If at any time any representation, warranty or statement made or furnished to _____ by, or on behalf of _____ in connection with this Agreement or to induce _____ to make a grant to _____ shall be determined by _____ to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to _____ satisfaction within thirty (30) days after written notice by _____ is given to _____.
- b. **Noncompliance.** If there is a failure by the _____ to comply with any of the covenants, terms or conditions contained in this Agreement.
- c. **Agreement Expiration Date.** If the Project, in the sole judgment of _____, is not completed on or before the Agreement Expiration Date.
- d. **Misspending.** If _____ expends Grant proceeds for purposes not described in the CDBG application, this Agreement, or as authorized by _____.
- e. **Insurance.** The following provision shall apply to Activity Number(s) _____. If loss, theft, damage or destruction of any substantial portion of the property of _____ occurs for which there is either no insurance coverage or for which, in the opinion of _____, there is insufficient insurance coverage.

Section 10. **Notice of Default.** _____ shall issue a written notice of default providing therein a fifteen (15) day period in which _____ shall have an opportunity to cure, provided that cure is possible and feasible.

Section 11. **Remedies upon Default.** If, after opportunity to cure, the default remains, _____ shall have the right, in addition to any rights and remedies available to it to do one or both of the following:

- a. exercise any remedy provided by law;
- b. require immediate repayment of up to the full amount of funds disbursed to _____ under this Agreement plus interest.

Section 12. **Miscellaneous.** Neither party to this contract shall assign its rights and obligations hereunder without the prior written authorization of the other party. This contract shall be governed by the laws of the State of Iowa. In the event any provision of this contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The terms and conditions of this contract may be amended only by written instrument executed by both parties and, when necessary, with the concurrence of the State of Iowa, Iowa Economic Development Authority. Such amendments include any deviation from the recipient program schedule, or

other terms and conditions provided for by the Iowa Economic Development Authority contract number which is by this reference incorporated herein and made a part hereof of this Subrecipient agreement.

Section 13. Federal Laws. By virtue of the federal funding provided for under this agreement, the parties hereto shall be bound by and adhere to all applicable federal laws, rules, policies, orders and directions, including by way of specification but not limited to the following:

- a. The requirements of Executive Order 11246, as amended by Presidential Executive Order 11375 and the regulations issued under the Order at 41 CFR Chapter 60.
- b. The requirements of Executive Orders 11625, 12432, and 12138. Consistent with responsibilities under these Orders, the provider must make efforts to encourage the use of minority- and women-owned business enterprises in connection with activities funded under this part.
- c. The maintenance of books, records, documents and other such evidence pertaining to all costs and expenses incurred and revenues received under this contract/subagreement to the extent and in such detail as will properly reflect all costs, direct and indirect, of labor, materials, and equipment, supplies, services, and other costs and expenses of whatever nature, for which payment is claimed under their contract/subagreement as specified in 261- Chapter 23, Iowa Administrative Code and 2 CRF 200
- d. At any time during normal business hours and as frequently as deemed necessary, the parties heretofore shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract/subagreement and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract/subagreement.
- e. Davis-Bacon Act, as amended (40 U.S.C. 276a - 276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); and regulations which implement these laws.
- f. Contracts in excess of \$100,000 shall require compliance with the following laws and regulations: Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)); Section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; EPA Regulations - 40 CFR, Part 15; as applicable.
- g. Procurement. For purposes of this agreement Cities and Counties are required to adopt the federal procurement policies and procedures that align with Federal provisions of 2 CFR 200.318-200.326. The Procurement Policy is found in "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.
- h. CIVIL RIGHTS

(a) DISCRIMINATION IN EMPLOYMENT. The Recipient shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, sexual orientation, gender identity, familial status, physical or mental disability. The Recipient may take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, national origin, age, sexual orientation, familial status, gender identity, or physical or mental disability. Such action shall include, but may not be limited to, the following: employment, upgrading, promotion, demotion or transfers; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Recipient agrees to post notices setting forth the provisions of the nondiscrimination clause in conspicuous places so as to be available to employees Upon the State's written request, the Recipient shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

(b) CONSIDERATION FOR EMPLOYMENT. The Recipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, sexual orientation, gender identity, physical or mental disability, or familial status.

(c) SOLICITATION AND ADVERTISEMENT. The Recipient shall list all suitable employment openings in the State Employment Service local offices.

(d) CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT. The Recipient shall comply with all relevant provisions of the Iowa Civil Rights Act of 1965 as amended; Chapter 19B.7 and Chapter 216, Code of Iowa; Federal Executive Order 11246, as amended; Title VI of the U.S. Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d et seq.); the Fair Labor Standards Act (29 U.S.C. Section 201 et seq.); The Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101-12213); Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Section 794); and the

Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101 et seq.). The Recipient will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Iowa to investigate compliance with these rules and regulations.

(e) CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING. The Recipient certifies, to the best of his or her knowledge and belief, that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding any Federal contract, making any Federal grant, making any Federal loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

(iii) The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(f) PROGRAM NONDISCRIMINATION. The Recipient shall conform with requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and HUD regulations issued pursuant thereto contained in 24 CFR Part 1. No person in the United States shall, on the basis of race, color, national origin, sex or religion or religious affiliation, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available through this Contract. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et. seq.) or with respect to an otherwise qualified individual with a disability as provided in the Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101 12213) or Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) shall also apply to any such program or Project.

(g) FAIR HOUSING. The Recipient shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), generally known as the Fair Housing Act, and with HUD regulations found at 24 CFR Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. The recipient shall also comply with Section 109, Title I of the Housing and Community Development Act of 1974, as amended.

(h) SECTION 3 COMPLIANCE. The Recipient shall comply with provisions for training, employment, and contracting in accordance with 24 CFR part 75, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

(i) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure

that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(ii) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

(iii) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(iv) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

(v) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

(vi) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(vii) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

(i) NONCOMPLIANCE WITH THE CIVIL RIGHTS LAWS. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Contract or with any of the aforesaid rules, regulations, or requests, this Contract may be canceled, terminated, or suspended either wholly or in part. In addition, the State of Iowa may take further action, imposing other sanctions and invoking additional remedies as provided by the Iowa Civil Rights Act of 1965 (Chapter 216, Code of Iowa) or as otherwise provided by law.

(j). Others as applicable

Section 14. Termination.

- (a) FOR CAUSE. The Local Government may terminate the Contract in whole, or in part, whenever the Local Government determines that the Subrecipient has failed to comply with the terms and conditions of the Contract.
- (b) FOR CONVENIENCE. The Parties may terminate the Contract in whole, or in part, when all parties agree that the continuation of the Project would not produce beneficial results commensurate with the future disbursement of funds.
- (c) DUE TO REDUCTION OR TERMINATION OF CDBG FUNDING. At the discretion of the Local Government, the Contract may be terminated in whole, or in part, if there is a reduction or termination of CDBG Federal block grant funds to the State.

Section 16. Procedures Upon Termination. This contract may be terminated by discretion of the Local Government by providing written notice to be conveyed via certified mail 30 days in advance. Project costs incurred to be paid through the effective termination date.

Section 17. Duplication of benefits.

- (a) The parties acknowledge that activities identified in this agreement are funded through the state of Iowa's CDBG-CV funds, allocated through the CARES Act.
- (b) The parties acknowledge that prevention of Duplication of Benefits is a requirement per the CARES Act and corresponding HUD Federal Register Notice of Program Rules, Waivers, and Alternative Requirements Under the CARES Act for Community Development Block Grant Program Coronavirus Response Grants, Fiscal Year 2019 and 2020 Community Development Block Grants, and for Other Formula Programs. (FR-6218-N-01).
- (c) For CDBG activities identified in this agreement, the parties agree to prevent Duplication of Benefits as required by Section 312 of the Stafford Act, as amended by Section 1210 of the Disaster Recovery Act of 2018.
- (d) The Subrecipient agrees to follow the Duplication of Benefits policies and procedures as provided by the Local Government.
- (e) The Subrecipient agrees to repay CDBG-CV funds received from the Local Government, if the Local Government determines a Duplication of Benefits has occurred.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representatives.

LOCAL GOVERNMENT: _____

By: _____ Date: ____ / ____ / ____

Attested By: _____ Date: ____ / ____ / ____

SUBRECIPIENT: _____

By: _____ Date: ____ / ____ / ____

Attested by: _____ Date: ____ / ____ / ____



North Liberty Road Trail Project

PROPOSAL FOR SERVICES

TO: City of North Liberty

ATTN: Mr. Ryan Heiar, City Administrator
P.O. Box 77
North Liberty, Iowa 52317

PROJECT NAME: North Liberty Road Trail

DATE: March 6, 2024

PROJECT DESCRIPTION: Design, bidding, and construction phase services for the North Liberty Road Trail project. The improvements generally consist of constructing an 8-foot wide PCC trail on the south side of Penn Street and on the south and west side of North Liberty Road from Penn Meadows Park to near Osage Lane, approximately 1.25 miles. The work will include reconstruction of the sidewalk ramps and landings at Jessie Street, Molly Drive, and Andy Court.

The project will also include a study to evaluate options for providing access from the trail to the Red Fern Dog Park located on the opposite side of North Liberty Road.

Exhibits of the project location and concept improvements, as well as cost opinion and schedule are included with this proposal as attachments. The Concept Phase cost opinion for this project is \$1,296,000.

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

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

1. **Study Phase** – The Study phase shall include the following services.

Red Fern Dog Park Access Study: The dog park is on the opposite side of North Liberty Road from where the trail will be constructed. The dog park driveway is in the middle of a combined horizontal and vertical curve on North Liberty Road, which is a rural character roadway with posted speed limit of 45 MPH. The purpose of the study is to evaluate options to accommodate both pedestrians and vehicles on this roadway.

This study will look at up to five access concepts, to include sight distance studies, estimated costs, and review meetings with City staff. Up to two meetings are anticipated with City staff to evaluate and refine likely options before further development and cost estimating.

2. **Design Phase** – Design phase shall include the following services.

- a. Concept Statement: Prepare and submit project Concept Statement to the Iowa DOT.
- b. Surveying and Base Mapping: We will provide a drone survey, including aerial imagery, supplemented with field work to create the topographic survey and base map. The maps will include existing topography features, right-of-way, and easement lines, buried utilities based on field locates, and above grade surface features affected by the proposed project construction.



c. Preliminary Design:

- 1) Based on an approved design concept plan, prepare geometric layout plan of the proposed project.
- 2) Prepare horizontal and vertical trail alignments to be used as the basis for final design.
- 3) Identify design constraints for phased construction and review construction phasing plan as necessary to coordinate property access and construction access.
- 4) Develop a preliminary traffic control plan consistent with the proposed project.
- 5) Prepare preliminary trail, sidewalk, and curb ramp design.
- 6) Prepare preliminary grading, drainage, and storm sewer design.
- 7) Prepare preliminary project schedule.
- 8) Prepare preliminary opinion of probable construction costs.
- 9) Prepare preliminary temporary easement layout.
- 10) Meet with City staff to review preliminary design and obtain review comments.
- 11) Provide notification to utility companies within the project limits and attend utility coordination meeting with City and utility company representatives. Meeting minutes will be recorded and distributed to attendees by the Consultant.

d. Final Design:

- 1) Site Preparation and Removals: Prepare site preparation and removals plans.
- 2) Typical Pavement Sections: The final design typical pavement sections for the trail will be developed for the project. These sections will show the pavement section, subgrade requirements, and grading requirements.
- 3) Plan and Profiles: The final design and drafting of the trail plan and profiles will be prepared on base maps prepared for the project. This will include all detailed information required by the Iowa DOT.
- 4) Cross-Sections: Prepare the final design of the individual cross-sections for the project. Cross-sections will be developed at a minimum of 50-foot intervals with additional cross-sections included, as necessary. Cross-sections will show the existing ground as well as final grading, foreslopes, backslopes, special subgrade treatment, and other pertinent information.
- 5) Final Design Plans: Layout plans and appropriate detailed design drawings showing the project and component parts shall consist of plans, elevations, sections, and other drawings for bidding and construction purposes.
- 6) Storm Drainage Design: Final design and drafting of the storm sewer and drainage ditch modifications as needed to complete the trail installation.

- 7) Stormwater Pollution Prevention Plan (SWPPP): Design and drafting of temporary and permanent erosion control (Stormwater Pollution Prevention Plan – SWPPP) plans shall be provided.
 - 8) Signing and Pavement Markings: Final design and drafting of roadway signage and pavement markings needed for the trail crossings.
 - 9) Pavement Jointing Plans: Pavement jointing plans will be prepared and included.
 - 10) Special Details: Specialty item construction details will be prepared and included.
 - 11) Estimated Quantities: The final bid quantities will be determined and included with the plans and project specifications bidding form.
 - 12) Estimate Reference Information: Bid Item estimate reference tables and information as needed will be prepared and included with the plans.
 - 13) Project Tabulations: Bid Item tabulations will be prepared and included with the plans.
 - 14) ADA Ramp and Sidewalk Compliance: ADA trail and sidewalk ramp details and sidewalk compliance table will be prepared and included with the plans.
 - 15) Incidental Components: Incidental design work related to the project scope not stated herein necessary to construct a final completed project shall be the responsibility of the Consultant and no additional compensation shall be provided.
- e. Permitting and Coordination: Submit necessary permit applications to the Iowa DOT in compliance with the National Environmental Policy Act (NEPA) and NPDES storm water permit requirements. Environmental investigations, if required, are not included.
 - e. Construction Documents: Construction documents will consist of preparing complete plans for public bidding and construction. The package will be reviewed and approved by City staff prior to authorization for public hearing and distribution to bidders.
 - f. Cost Opinion: We will prepare opinions of probable construction costs for the project. Updated cost opinions will be prepared and reviewed with City staff as a deliverable with each preliminary and final design phase submittal package.
 - g. Specifications: The Iowa DOT standard specifications for highway and bridge construction will be utilized as the technical specifications for the project. The Iowa DOT standard contract documents will also be utilized for this project. Supplemental specifications and special provisions required by the project will be prepared and incorporated with the standard documents.
 - h. Easements: The Consultant shall prepare easement and acquisition legal descriptions and exhibits as necessary for the project. The Consultant shall attend and assist City staff with individual property owner meetings regarding temporary easement acquisition.
3. **Bidding Phase** – Submit drawings to the Iowa DOT for utilization in the Iowa DOT bidding procedures. The consultant shall respond to questions as received and provide addenda information, as necessary.

4. **Construction Phase** – Services include the following.
- a. Schedule and conduct a preconstruction conference with the Owner, Iowa DOT, utilities, and contractors. Preconstruction conference minutes will be recorded and distributed to all attendees by the consultant.
 - b. Visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents.
 - c. Facilitate and participate with regular construction progress meetings.
 - d. Perform required material sampling and lab testing (soil proctor tests, soil compaction, concrete testing, etc.) during construction. Prepare reports in a timely manner.
 - e. Review of shop drawings and materials submittals.
 - f. Provide construction staking.
 - g. Provide weekly SWPPP inspections in accordance with General Permit #2.
 - h. Prepare daily diaries of construction activities.
 - i. Prepare daily Iowa DOT Bid Item Progress Documentation and Measurement Reports.
 - j. Prepare Iowa DOT Weekly Working Day reports.
 - k. Review payrolls in accordance with Iowa DOT guidelines.
 - l. Provide Davis Bacon / EEO Board inspections and interviews.
 - m. Negotiate and prepare change orders.
 - n. Review payment applications and Contractor correspondence.
 - o. Perform pre-final project review and prepare remaining work items to be completed prior to final review.
 - p. Perform final review with Iowa DOT and Owner representatives.
 - q. Complete Statement of Completion (Form 830435).
 - r. Prepare Final Estimate (Form 181235) for final payment.
 - s. Prepare Iowa DOT Audit Report (Form 830301).
 - t. Review audit with Iowa DOT representatives.
 - u. Prepare Record Drawings as provided by the Contractor and submit to the Owner.

CLIENT RESPONSIBILITIES: It will be your responsibility to provide the following:

- 1. Obtain permission from owners of adjacent properties as needed for field survey work.

2. Participation at design review meetings and review of design phase submittals. Provide authorization to proceed with final design and bid letting.
3. Provide easement services as needed, including real estate and legal services, appraisals, and negotiations, as necessary.
4. Schedule and conduct meeting(s) with property owners and the public as deemed necessary.
5. Provide daily construction observation services to monitor progress of the project and provide on-site communications with the contractor, engineer, and adjacent property owners.
6. Provide funding for the project.

SCHEDULE: We will begin our services immediately after execution of this Agreement. The services will be completed in a timely manner. The project will follow the Iowa DOT project development schedule per I.M. 3.010 for a targeted letting date of December 17, 2024.

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

Dog Park Access Study	\$ 7,500	Hourly (estimated)
Design and Bidding Phase	\$ 98,000	Lump Sum
Construction and Audit Phase	\$ 98,000	Hourly (estimated)
Reimbursable Expenses	<u>\$ 3,500</u>	As incurred (estimated)
Total	<u>\$ 207,000</u>	

We will not proceed with Bidding or Construction Phase services until authorized by the City.

ADDITIONAL SERVICES: Additional services requested that are not included in the Scope of Services will be provided at standard hourly rates such as environmental investigations or added design scope.

AGREEMENT: This proposal shall become the Agreement for Services when signed and dated by both parties. The attached **STANDARD TERMS AND CONDITIONS** are made a part of this proposal and Agreement for Services. Please return a signed copy to us.

ACKNOWLEDGEMENT OF OFFER AND ACCEPTANCE:

Proposal accepted and work is authorized to proceed:

THE CITY OF NORTH LIBERTY, IOWA

SHIVE-HATTERY, INC.

BY: _____



 Josiah D. Bilskemper, P.E.
 Project Manager

TITLE: _____

DATE ACCEPTED: _____

JDB/bad

- Encs.: Standard Terms and Conditions
 North Liberty Road Trail – Concept Exhibit
 North Liberty Road Trail – Concept Costs
 North Liberty Road Trail – Concept Schedule

STANDARD TERMS AND CONDITIONS

PARTIES

"S-H" or "Shive-Hattery" shall mean Shive-Hattery, Inc. or Shive-Hattery A/E Services, P.C. or Studio951 a Division of Shive-Hattery or EPOCH a Division of Shive-Hattery or Shive-Hattery New Jersey, Inc. or WSM, a Division of Shive-Hattery, Inc. or KdG, a Division of Shive-Hattery, Inc. and "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed Five Million Dollars (5,000,000). The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

INDEMNIFICATION

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, and employees against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal costs to the extent caused by S-H's negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys' fees, expert's fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

HAZARDOUS MATERIALS - INDEMNIFICATION

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney's fees, experts' fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants, spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

BETTERMENT

The CLIENT recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in S-H's drawings, specifications, and other design, bidding or construction documentation furnished by S-H or in other professional services performed or furnished by S-H under this Agreement (herein after in this Betterment section referred to as S-H Documentation). If a required item or component of the Project is omitted from S-H's Documentation, the CLIENT is responsible for paying all costs required to add such item or component to the extent that such item or component would have been required and included in the original S-H Documentation. In no event will S-H be responsible for costs or expense that provides betterment or upgrades or enhances the value of the Project.



RIGHT OF ENTRY

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

INFORMATION PROVIDED BY OTHERS

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or other entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

SHOP DRAWING REVIEW

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with

the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

OTHER SERVICES

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

DISPUTE RESOLUTION

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

EXCUSABLE EVENTS

S-H shall not be responsible or liable to CLIENT or CLIENT's contractors, consultants, or other agents for any of the following events or circumstances, or the resulting delay in S-H's services, additional costs and expenses in S-H's performance of its services, or other effects in S-H's services, stemming in whole or part from such events and circumstances (collectively, "Excusable Events" or, singularly, an "Excusable Event"): a change in law, building code or applicable standards; actions or inactions by a governmental authority; the presence or encounter of hazardous or toxic materials on the Project; war (declared or undeclared) or other armed conflict; terrorism; sabotage; vandalism; riot or other civil disturbance; blockade or embargos; explosion; abnormal weather; unanticipated or unknown site conditions; epidemic or pandemic (including but not limited to COVID-19), delays or other effects arising from government-mandated or government-recommended quarantines, closure of business, access, or travel; strike or labor dispute, lockout, work slowdown or stoppage; accident; act of God; failure of any governmental or other regulatory authority to act in a timely manner; acts or omissions by CLIENT or by any CLIENT's contractors, consultants or agents of any level on the project (including, without limitation, failure of the CLIENT to furnish timely

information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by CLIENT's contractors, consultants, or agents of any level); or any delays or events outside the reasonable control of S-H. When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for any actual or claimed damages incurred by CLIENT or CLIENT's contractors, consultants, or agents, S-H shall not be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably increase and extend S-H's time for performance of its services, as well as equitably increase the contract sum to compensate S-H for its increased labor, expenses, and other costs to perform its services, due to the Excusable Event.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state of the locale of the S-H office address written in this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY

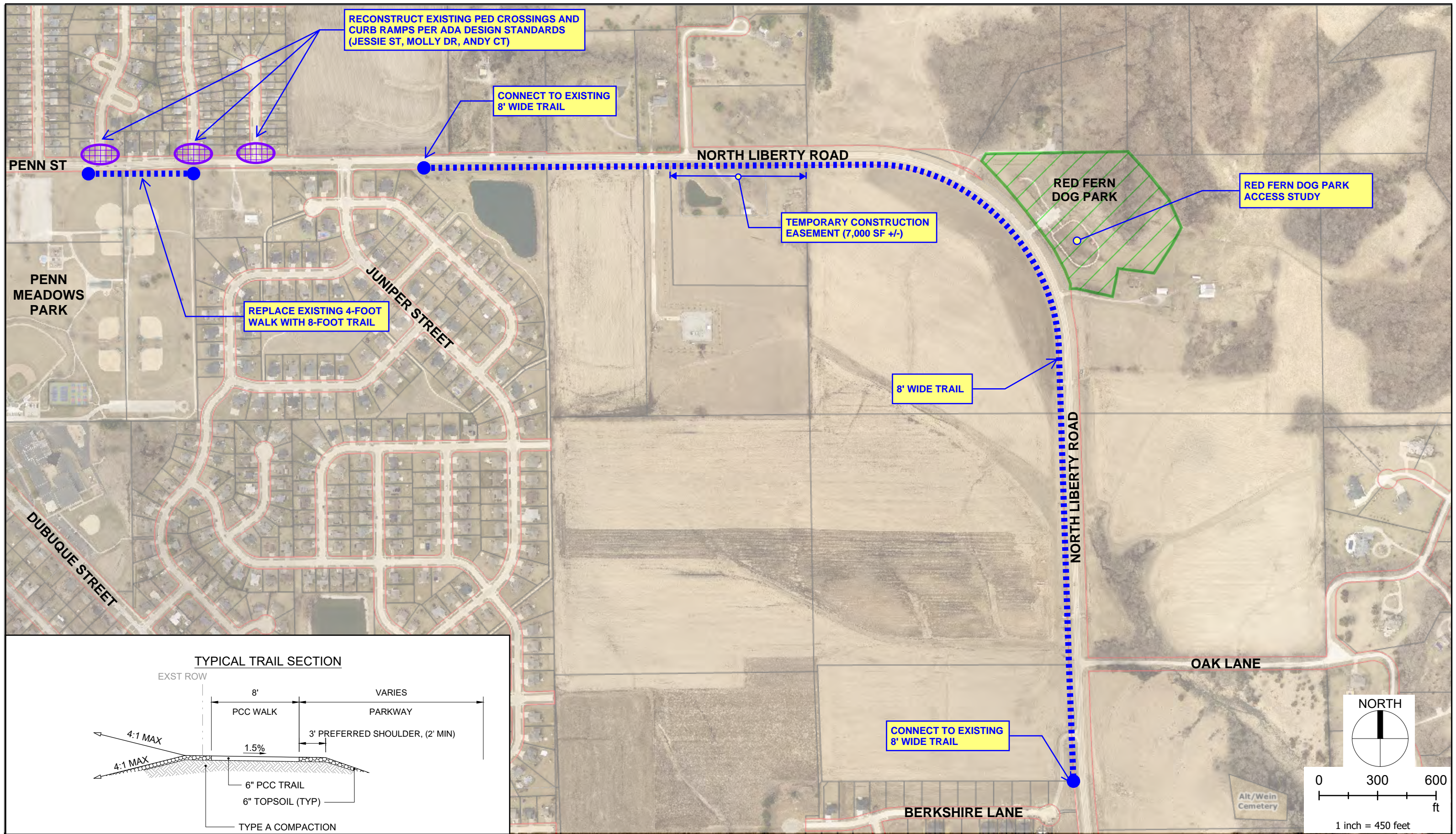
It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. In the event the CLIENT issues a Purchase Order of which this Agreement becomes a part, or the CLIENT and S-H otherwise execute or enter into a contract into which this Agreement is incorporated, the parties expressly agree that, to the extent the terms of this Agreement conflict with or are otherwise inconsistent with such Purchase Order, or any other contract, this Agreement shall supersede and override the terms of the aforementioned documents, and this Agreement shall solely govern in those regards.

ACCEPTANCE

Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The CLIENT representative accepting this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the CLIENT.





North Liberty Road Trail
OPINION OF ANTICIPATED CONSTRUCTION COSTS
Concept Phase - March 2024

DESCRIPTION: Construct 8-foot wide PCC trail along the west and south side of Penn Street and North Liberty Road from Penn Meadows Park to Greenbelt Trail Part Two subdivision (approx. 6,560-feet). Project has TAP Funding, which requires design and construction to follow Iowa DOT Federal-Aid development schedule and audit procedures.

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED COST
1	CLEARING AND GRUBBING	UNIT	440	\$ 90	\$ 39,600
2	EXCAVATION, CL 10, ROADWAY AND BORROW	CY	4,400	\$ 20	\$ 88,000
3	SPECIAL COMPACTION OF SUBGRADE FOR TRAIL	STA	70	\$ 300	\$ 21,000
4	TOPSOIL, STRIP, SALVAGE AND RESPREAD	CY	3,000	\$ 15	\$ 45,000
5	FES APRONS, CONCRETE	EACH	6	\$ 1,500	\$ 9,000
6	STORM SEWER, RCP, 2000D (CIII)	LF	300	\$ 95	\$ 28,500
7	PAVEMENT REMOVAL	SY	610	\$ 11	\$ 6,710
8	8-FOOT PCC TRAIL, 6-INCH	SY	6,000	\$ 55	\$ 330,000
9	DETECTABLE WARNINGS	SF	160	\$ 75	\$ 12,000
10	PAVEMENT, PCC, 10-INCH	SY	130	\$ 100	\$ 13,000
11	DRIVEWAY, PCC, 6-INCH	SY	355	\$ 75	\$ 26,625
12	CURB RAMP REPLACEMENTS (PENN / JESSIE)	EACH	4	\$ 3,500	\$ 14,000
13	CURB RAMP REPLACEMENTS (PENN / MOLLY)	EACH	4	\$ 3,500	\$ 14,000
14	CURB RAMP REPLACEMENTS (PENN / ANDY)	EACH	2	\$ 3,500	\$ 7,000
15	TRAFFIC CONTROL	LS	1	\$ 20,000	\$ 20,000
16	UTILITY ADJUSTMENTS	LS	1	\$ 20,000	\$ 20,000
17	EROSION CONTROL / SWPPP / SEEDING / SOD	ACRE	4.00	\$ 15,000	\$ 60,000
18	MOBILIZATION (10%)	LS	1	\$ 110,000	\$ 110,000
19	CONTINGENCY (20%)	LS	1	\$ 220,000	\$ 220,000

Opinion of Probable Construction Cost	\$ 1,085,000
Design and Bidding - Engineering	\$ 98,000
Construction Administration - Engineering	\$ 98,000
Temporary Construction Easements	\$ 15,000
OPINION OF PROBABLE PROJECT COST	\$ 1,296,000

North Liberty Rd Trail Improvements
Preliminary Project Schedule – 03 / 05 / 24

<u>Milestone</u>	<u>Date</u>
Approve Proposal	March 12 (City Council Mtg)
DOT Concept Statement	March 19
Survey – Drone Flight / Utility Locates / Boundary	March 13 – 27
Survey – Field Survey / Utility Locates / Base Mapping	March 27 – April 10
Red Fern Dog Park Access Study	March 25 – April 9
50% Design Layout + Easements Defined	April 16
Owner Review Meeting (including Access Study) *	April 23 +/-
Draft of Easement Plat	April 23 +/-
DOT Preliminary Plans (Plans / Costs)	June 18
Owner Review Meeting *	June 25 +/-
DOT Check Plans (Plans / Specs / Costs)	August 6
Final Owner Review Meeting *	August 13 +/-
Easements Secured / Finalized / Signed	September 3 (1-week from Council)
Easements Approved	September 10 (City Council Mtg)
DOT Final Plans & PDC **	September 17
Public Hearing	December 10 (City Council Mtg)
Iowa DOT Letting Date	December 17
Award Construction Contract	Jan. 14, 2025 (City Council Mtg)
Pre-Construction Meeting	March 2025 (TBD)
Substantial Completion	Fall 2025 (TBD)
Fall Seeding Target	Sept. 1, 2025
Final Completion / Seeding Acceptance	Nov. 2025 (TBD)

* Design Submittals:

- Owner review meetings to be scheduled generally one week after milestone submittal.



**** Final Plans and PDC Submittal:**

- By this date, all easements (permanent and temporary) and acquisitions have been secured, scheduled for condemnation, or have an approved Public Interest Finding in place.
- By this date, executed relocation agreements with all utilities not already required to relocate by an existing permit or franchise agreement are completed (if needed).

- **Critical Date** – PDC Right-of-Way Public Interest Finding **September 13, 2024 (Friday)**

“If any parcels are not either acquired or scheduled for condemnation, the Iowa DOT will usually not accept the project for an Iowa DOT letting. However, if negotiations are underway for a parcel that is not being condemned and it is likely that an acquisition agreement will be fully executed before the 1st Tuesday, 1 month prior to letting, the Administering Bureau may approve the LPA’s Public Interest Finding for this condition. Otherwise, the project will be rescheduled for a later letting.”
(Iowa DOT I.M. No. 3.710 – Project Development Certification Instructions – November 4, 2022)

- **Latest** Date to Schedule Confirmation Hearing **December 3, 2024 (Tuesday)**

“The date of the condemnation hearing shall be at least 2 weeks prior to the letting date.”
(Iowa DOT I.M. No. 3.710 – Project Development Certification Instructions – November 4, 2022)

- **Latest** Date to Notify Iowa DOT Condemnation Hearing Held **December 6, 2024 (Friday)**

“After the condemnation hearings for the parcels listed on page 2 are complete, provide written confirmation to the Iowa DOT that the condemnation hearings were held. This confirmation shall be received as soon as possible, but no later than 10 days prior to letting; otherwise, the project may be withdrawn from the letting.”
(Iowa DOT Form 7300002 – Project Development Certification)

- **Latest** Date to Deposit Warrant and Take Possession **December 16, 2024 (Monday)**

“Date when the payment of just compensation will be deposited with the county Sheriff. This date indicates when the contractor may have access to the parcel. This date shall be prior to the letting date.”
(Iowa DOT I.M. No. 3.710 – Project Development Certification Instructions – November 4, 2022)

Resolution No. 2024-30

**RESOLUTION APPROVING SERVICES AGREEMENT
BETWEEN THE CITY OF NORTH LIBERTY AND SHIVE-
HATTERY, INC. FOR THE NORTH LIBERTY ROAD TRAIL
PROJECT**

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

WHEREAS, the City of North Liberty desires to construct approximately 1.25 miles of trail on the south side of Penn Street and on the south and west side of North Liberty Road from Penn Meadows Park to near Osage Lane;

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

NOW, THEREFORE, BE IT RESOLVED that the agreement presented by Shive-Hattery is approved for services relating to the North Liberty Road Trail Project as follows: Dog Park Access Study \$7,500 Hourly(estimated); Design and Bidding Phase \$98,000 Lump Sum; Construction and Audit Phase \$98,000 Hourly (estimated), and Reimbursable Expenses \$3,500 as incurred (estimated) are hereby approved as set forth therein.

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

APPROVED AND ADOPTED this 12th day of March, 2024.

CITY OF NORTH LIBERTY:

CHRIS HOFFMAN, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK



Water Tower Place

Resolution No. 2024-31

**RESOLUTION RELEASING SURETY FOR WATER TOWER PLACE
SUBDIVISION IN NORTH LIBERTY, IOWA**

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

WHEREAS, on October 24, 2023, the City Council of North Liberty approved the final plat for Water Tower Place Subdivision pursuant to the owner and developer of the property, Dahnovan Land Development, L.L.C., having provided for the installation of public improvements thereon in accordance with the provisions of City Code Section 180.11(8)(A)(2); and

WHEREAS, Dahnovan Land Development L.L.C. entered into an Escrow Agreement with the City of North Liberty to guarantee the installation of certain public improvements required by the approved construction plans for the subdivision and set forth in said Escrow Agreement; and

WHEREAS, the installation of public improvements has been completed in accordance with the requirements of Chapter 180.11 of the City Code, and as contemplated by said Escrow Agreement, and said improvements have been accepted by the City.

NOW, THEREFORE, BE IT RESOLVED that the City Clerk is hereby authorized and directed to return escrow funds deposited by Dahnovan Land Development L.L.C., in the amount of \$19,675.00, and the City relinquishes any further claim to said escrow funds.

APPROVED AND ADOPTED this 12th day of March, 2024.

CITY OF NORTH LIBERTY:

CHRIS HOFFMAN, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK



West Penn Street Project

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

**PERMANENT RIGHT OF WAY AND DRAINAGE
EASEMENT AGREEMENT**

This agreement is made and entered into by and between MARCELLA RAIM, owner of the real estate described herein, (hereinafter referred to as "Property Owner," which expression shall include their agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar (\$1.00) plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to Johnson County, Iowa, a permanent easement for right-of-way purposes for the public purpose of improving West Penn Street and James Avenue NW, including widening and paving of the roadway with concrete, installing shoulders, and lowering the slope of the ditch (the "Project"), under, over, through and across the areas described in the attached Exhibit A.

Additionally, as part of the consideration for this agreement,

- A. The Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall, nor shall the Property Owner be responsible for the initial costs of constructing or maintaining the Project; however, connection fees, frontage fees, or other typical and customary fees will be collected by the City at the time any part of the property is developed.
- B. The City shall be responsible for the recording of this Agreement and payment of the costs for the same.
- C. The City shall indemnify and hold harmless the Property Owner, its successors and assigns, from and against any loss, damage, expense, cost, third party claims, causes of action, or other liabilities arising out of, or purporting to arise out of, the City's exercise of the rights granted under this Agreement. This indemnification and hold harmless shall include, but is not limited to, reasonable legal fees and cost of defense incurred by Property Owner.

DIVISION I – PERMANENT EASEMENT FOR RIGHT OF WAY AND DRAINAGE

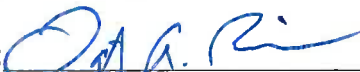
1. Property Owner does hereby grant and convey to Johnson County a permanent easement for right-of-way purposes, including constructing and maintaining roadway and drainage improvements. The permanent easement area being granted and conveyed by this Agreement is depicted and legally described in Exhibit A, which is attached and fully incorporated herein.
2. Johnson County and its agents shall be entitled to remove any existing fencing located within the permanent easement area, and shall not be required to reinstall any such fencing. Property Owner hereby acknowledges being compensated in full for the replacement costs of such fencing, and Property Owner is solely responsible for the installation of such fencing, to commence only after such time as the construction of the Project is complete. Property Owner shall not install fencing or place any obstruction within the permanent easement area described in Exhibit A.
3. The County’s rights under the permanent easement granted and conveyed herein by the Property Owner run indefinitely with the land.

DIVISION II – GENERAL

The Property Owner does hereby covenant with the City that the Property Owner holds said real estate described in this Agreement by title in fee simple; that the Property Owner has good and lawful authority to convey the same; and that the Property Owner covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated this _____ day of _____, 20__.

PROPERTY OWNER:

Signed: 
Marcella Raim, by
David Raim as Agent

CITY:

Signed: _____
Chris Hoffman, Mayor

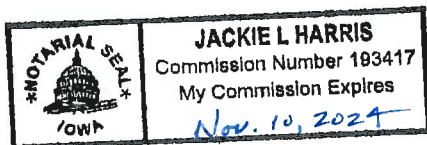
Signed: _____
Tracey Mulcahey, City Clerk

JOHNSON COUNTY:

Signed: _____
Rod Sullivan
Chairperson, Johnson County of Board of Supervisors

STATE OF IOWA, _____ COUNTY: ss

On this 28th day of February, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared David Raim, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed in his capacity as agent for Marcella Raim.



[Signature]
Notary Public in and for said State

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Rod Sullivan, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed on behalf of the Board of Supervisors of Johnson County, Iowa.

Notary Public in and for said State

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 20____, 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 _____, 20____, 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.

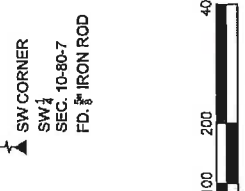
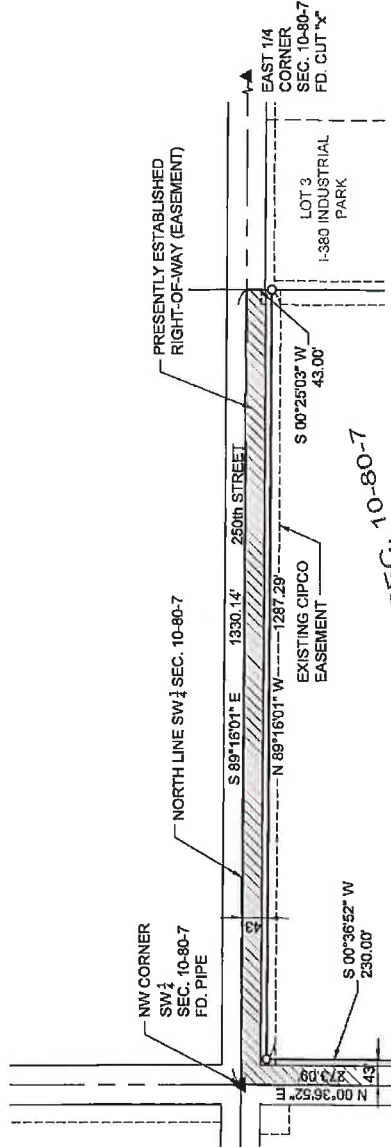
Notary Public in and for the State of Iowa

EXHIBIT A

EXHIBIT A
 RIGHT-OF-WAY ACQUISITION PLAT
 A PART THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER
 SECTION 10, TOWNSHIP 80 NORTH, RANGE 7 WEST
 JOHNSON COUNTY, IOWA

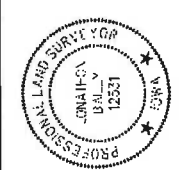
City	Iowa
County	JOHNSON COUNTY
Geography ID	THURCELLE, IOWA
Description	A PART OF NW 1/4 SW 1/4 SEC. 10-80-7
Plat Number	MARCELLA L. RAIMI
Surveyor	JONATHAN BAILEY, P.L.S.
Company	SHIVE-HATTERY AND ASSOCIATES, P.C.
Return To	2839 NORTHGATE DRIVE IOWA CITY, IOWA 52246, PH: 319.354.3040

- LEGEND**
- ▲ FOUND SECTION CORNER
 - SET 5" IRON ROD W/ YELLOW CAP #12531



PROPERTY OWNER:
 MARCELLA L. RAIMI

SURVEY REQUESTED BY:
 THE CITY OF NORTH LIBERTY
 AND
 JOHNSON COUNTY, IOWA



DATE: 10/20/23
 SCALE: AS SHOWN

APPROVED BY: JRB
 REVISION: JRB

DATE: 10/20/23
 SCALE: AS SHOWN

APPROVED BY: JRB
 REVISION: JRB

SHIVE-HATTERY
 ARCHITECTURE+ENGINEERING
 2839 NORTHGATE DRIVE
 IOWA CITY, IOWA 52246
 319.354.3040 | SHIVE-HATTERY.COM

DESCRIPTION

That part of the Northwest Quarter of the Southwest Quarter of Section 10, Township 80 North, Range 7 West of the 5th P.M., Johnson County, Iowa described as follows:

Beginning at the Northwest Corner of said Southwest Quarter;

thence South 89°16'01" East 1330.14 feet along the north line of said Southwest Quarter (assumed bearing for this description only);

thence South 0°25'03" West 43.00 feet along the west line of Lot 3, I-380 Industrial Park (Final Plat recorded in Plat Book 41, Page 200 at the Johnson County Recorder's Office) extended northerly and along said west line;

thence North 89°16'01" West 1287.29 feet along a line parallel with and 43 feet in perpendicular distance south of said north line of said Southwest Quarter;

thence South 0°36'52" West 230.00 feet along a line parallel with and 43 feet in perpendicular distance east of the west line of said Southwest Quarter;

thence North 89°23'08" West 43.00 feet to a point of intersection with said west line;

thence North 0°36'52" East 273.09 feet along said west line to the point of beginning.

Area: Total area 1.54 acres with a net area of 0.35 acres which excludes the presently established right-of-way.

THIS SPACE RESERVED FOR RECORDERS USE

A PART OF THE NW 1/4 SW 1/4 SECTION 10-80-7
 JOHNSON COUNTY, IOWA

Resolution No. 2024-32

**A RESOLUTION APPROVING PERMANENT RIGHT OF WAY
EASEMENT AGREEMENT BETWEEN MARCELLA RAIM AND
THE CITY OF NORTH LIBERTY**

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

WHEREAS, the City of North Liberty has authorized the West Penn Street Public Improvement Project across and adjacent to property owned by Marcella Raim (the "Property Owner"), and;

WHEREAS, a permanent right of way easement over and across the subject property is necessary for this project, and;

WHEREAS, the City of North Liberty agrees to purchase the necessary easement and property rights involving the subject property for \$29,050.00 from the Property Owner, \$13,750.00 of which sum contemplates the necessary easement for the Project, and the remainder being just compensation for damages to an existing fence to be replaced by the Property Owner; and

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

NOW, THEREFORE, BE IT RESOLVED that the purchase of permanent right of way easement pursuant to the attached agreement between the City of North Liberty and the Property Owner is approved for the West Penn Street Public Improvement Project, North Liberty, Iowa.

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

APPROVED AND ADOPTED this 12th day of March, 2024.

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



Speed Zones

ORDINANCE NO. 2024-01

**AN ORDINANCE AMENDING CHAPTER 62 OF THE NORTH LIBERTY
CODE OF ORDINANCES TO UPDATE SPEED VIOLATION CITATION
CRITERIA AND THE LOCATIONS OF SPECIAL SPEED ZONES**

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

SECTION 1. AMENDMENT. Chapter 62.05 of the North Liberty Code of Ordinances is amended to read as follows:

62.05 STATE CODE SPEED LIMITS.

The following speed limits are established in Section 321.285 of the Code of Iowa and any speed in excess thereof is unlawful unless specifically designated otherwise in this chapter as a special speed zone.

1. Business District - twenty (20) miles per hour.
2. Residence or School District - twenty-five (25) miles per hour.
3. Suburban District - forty-five (45) miles per hour.

Violations of this section shall be cited under Section 62.01(~~8584~~) through 62.01(99), as is appropriate under the circumstances.

SECTION 2. AMENDMENT. Chapter 62.07 of the North Liberty Code of Ordinances is amended to read as follows:

62.07 SPECIAL SPEED ZONES.

1. In accordance with requirements of the Iowa Department of Transportation, or whenever the City Council shall determine upon the basis of an engineering and traffic investigation that any speed limit listed in Section 62.~~01~~05 is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of the City street system, the Council shall determine and adopt by ~~resolution-ordinance~~ such higher or lower speed limit as it deems reasonable and safe at such location. Such speed limit shall be effective when proper and appropriate signs giving notice of the speed limit are erected at such intersections or other place or part of the street. Violations of this section shall be cited under Section 62.01(84) through 62.01(99), as is appropriate under the circumstances.

2. Special speed zones within the City are hereby established as set forth below in Table 62.07.

Table 62.07 - Special Speed Zones	
Special Speed Zone Location	Speed Limit
Front Street between its intersections with Zeller Street and Forevergreen Road	30 Mph
Mehaffey Bridge Road NE between a point 270' West-Southwest of its intersection with Cedar Springs Drive and a point 260' East of its intersection with Cedar Springs Drive	35 Mph
Mehaffey Bridge Road NE starting at a point 260' East of its intersection with Cedar Springs Drive, and continuing East to City Limits	45 Mph
Dubuque Street starting at a point 275' Northwest of its intersection with Centro Way, and continuing Northwest to its intersection with Highway 965	35 Mph
Dubuque Street starting at a point 1,000 feet Southeast of its intersection with Juniper Street, and continuing Southeast and East to City Limits	35 Mph
North Liberty Road starting at a point 115' North of its intersection with Salm Drive, and continuing South to City Limits	35 Mph
North Liberty Road starting at a point 115' North of its intersection with Salm Drive, and continuing North and West to a point on Penn Street, 1,450' East of Penn Street's intersection with Juniper Street	45 Mph
Scales Bend Road starting at its intersection with Highway 965 and continuing North to a point 65' North of its intersection with Fox Run	35 Mph
Scales Bend Road starting at a point 65' North of its intersection with Fox Run, and continuing North to City Limits	40 Mph
240th Street between its intersections with Highway 965 and Goose Lake Circle	35 Mph
Alexander Way between its intersections with 240th Street and Penn Street	35 Mph
Jones Boulevard between its intersections with Forevergreen Road and 240th Street	35 Mph
Forevergreen Road between its intersections with Highway 965 and a point 875' West of its intersection with Covered Bridge Road	35 Mph
Forevergreen Road starting at a point 875' West of its intersection with Covered Bridge Road, and continuing West to City Limits	45 Mph
St. Andrews Drive between its intersections with Kansas Avenue and Jones Boulevard	35 Mph
Kansas Avenue starting at a point 55' South of its intersection with West Lake Road, and continuing South to a point 55' South of its intersection with Denison Avenue	35 Mph

Kansas Avenue starting at a point 55' South of its intersection with Denison Avenue, and continuing South to its intersection with Forevergreen Road	45 Mph
Penn Street starting at its intersection with Saratoga Place, and continuing West to City Limits	45 Mph
Penn Street between its intersections with Saratoga Place and Highway 965	35 Mph
Highway 965 starting at a point 1,360' Northwest of its intersection with 240th Street, and continuing Northwest to City Limits	45 Mph
Highway 965 between a point 1,360' Northwest of its intersection with 240th Street and a point 590' North of its intersection with Sara Court	35 Mph
Highway 965 starting at a point 590' North of its intersection with Sara Court, and continuing South to City Limits	45 Mph

3. Special speed zones within the City governing speed limits on public roads adjacent to schools, and which are not otherwise governed by the provisions of Chapter 62.05 of this code, are hereby established as set forth below in Table 62.08.

Table 62.08 - Special Speed Zones for Schools	
Special Speed Zone Location	Speed Limit
South Front Street between its intersection with Forevergreen Road and a point 150' South of its intersection with Vandello Drive	20 Mph
South Front Street between a point 120' North of its intersection with Nicholas Lane and a point 150' South of its intersection with Vandello Drive	20 Mph
Vandello Drive between its intersection with South Front Street and a point 150' West of its intersection with South Front Street	20 Mph
Windsor Road between its intersection with South Front Street and a point 130' East of its intersection with South Front Street	20 Mph
South Front Street between its intersection with Zeller Street and a point 250' South of its intersection with Hackberry Street	20 Mph
Hackberry Street between its intersection with Front Street and a point 200' East of its intersection with South Front Street	20 Mph
Birch Court between its intersection with South Front Street and a point 160' East of its intersection with South Front Street	20 Mph
Birch Street between its intersection with Autumn Court and its intersection with South Front Street	20 Mph
South Stewart Street between a point 120' South of its easterly intersection with Birch Street and said intersection	20 Mph

East Hickory Street between its intersection with South Front Street and a point 175' East of its intersection with South Front Street	20 Mph
North Front Street between a point 350' South of its intersection with Centro Way and a point 250' North of its intersection with Centro Way	20 Mph
Centro Way between its intersection with North Front Street and a point 585' North and East of its intersection with North Dubuque Street	20 Mph
North Dubuque Street between its intersections with North Front Street and Dickinson Drive	20 Mph
South Kansas Avenue between a point 130' North of its intersection with Denison Avenue and a point 540' North of its intersection with Saint Andrews Drive	20 Mph
Saint Andrews Drive between its intersection with South Kansas Avenue and a point 300' East of its intersection with Brook Ridge Avenue	20 Mph
Brook Ridge Avenue between its intersection with Saint Andrews Drive and a point 140' South of its intersection with Saint Andrews Drive	20 Mph

SECTION 3. REPEALER. All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 4. 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 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 _____, 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. 2024-01

AN ORDINANCE AMENDING CHAPTER 62 OF THE NORTH LIBERTY CODE OF ORDINANCES TO UPDATE SPEED VIOLATION CITATION CRITERIA AND THE LOCATIONS OF SPECIAL SPEED ZONES

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

SECTION 1. AMENDMENT. Chapter 62.05 of the North Liberty Code of Ordinances is amended to read as follows:

62.05 STATE CODE SPEED LIMITS.

The following speed limits are established in Section 321.285 of the Code of Iowa and any speed in excess thereof is unlawful unless specifically designated otherwise in this chapter as a special speed zone.

1. Business District - twenty (20) miles per hour.
2. Residence or School District - twenty-five (25) miles per hour.
3. Suburban District - forty-five (45) miles per hour.

Violations of this section shall be cited under Section 62.01(84) through 62.01(99), as is appropriate under the circumstances.

SECTION 2. AMENDMENT. Chapter 62.07 of the North Liberty Code of Ordinances is amended to read as follows:

62.07 SPECIAL SPEED ZONES.

1. In accordance with requirements of the Iowa Department of Transportation, or whenever the City Council shall determine upon the basis of an engineering and traffic investigation that any speed limit listed in Section 62.05 is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of the City street system, the Council shall determine and adopt by ordinance such higher or lower speed limit as it deems reasonable and safe at such location. Such speed limit shall be effective when proper and appropriate signs giving notice of the speed limit are erected at such intersections or other place or part of the street. Violations of this section shall be cited under Section 62.01(84) through 62.01(99), as is appropriate under the circumstances.

2. Special speed zones within the City are hereby established as set forth below in Table 62.07.

Table 62.07 - Special Speed Zones	
Special Speed Zone Location	Speed Limit
Front Street between its intersections with Zeller Street and Forevergreen Road	30 Mph
Mehaffey Bridge Road NE between a point 270' West-Southwest of its intersection with Cedar Springs Drive and a point 260' East of its intersection with Cedar Springs Drive	35 Mph
Mehaffey Bridge Road NE starting at a point 260' East of its intersection with Cedar Springs Drive, and continuing East to City Limits	45 Mph
Dubuque Street starting at a point 275' Northwest of its intersection with Centro Way, and continuing Northwest to its intersection with Highway 965	35 Mph
Dubuque Street starting at a point 1,000 feet Southeast of its intersection with Juniper Street, and continuing Southeast and East to City Limits	35 Mph
North Liberty Road starting at a point 115' North of its intersection with Salm Drive, and continuing South to City Limits	35 Mph
North Liberty Road starting at a point 115' North of its intersection with Salm Drive, and continuing North and West to a point on Penn Street, 1,450' East of Penn Street's intersection with Juniper Street	45 Mph
Scales Bend Road starting at its intersection with Highway 965 and continuing North to a point 65' North of its intersection with Fox Run	35 Mph
Scales Bend Road starting at a point 65' North of its intersection with Fox Run, and continuing North to City Limits	40 Mph
240th Street between its intersections with Highway 965 and Goose Lake Circle	35 Mph
Alexander Way between its intersections with 240th Street and Penn Street	35 Mph
Jones Boulevard between its intersections with Forevergreen Road and 240th Street	35 Mph
Forevergreen Road between its intersections with Highway 965 and a point 875' West of its intersection with Covered Bridge Road	35 Mph
Forevergreen Road starting at a point 875' West of its intersection with Covered Bridge Road, and continuing West to City Limits	45 Mph
St. Andrews Drive between its intersections with Kansas Avenue and Jones Boulevard	35 Mph
Kansas Avenue starting at a point 55' South of its intersection with West Lake Road, and continuing South to a point 55' South of its intersection with Denison Avenue	35 Mph

Kansas Avenue starting at a point 55' South of its intersection with Denison Avenue, and continuing South to its intersection with Forevergreen Road	45 Mph
Penn Street starting at its intersection with Saratoga Place, and continuing West to City Limits	45 Mph
Penn Street between its intersections with Saratoga Place and Highway 965	35 Mph
Highway 965 starting at a point 1,360' Northwest of its intersection with 240th Street, and continuing Northwest to City Limits	45 Mph
Highway 965 between a point 1,360' Northwest of its intersection with 240th Street and a point 590' North of its intersection with Sara Court	35 Mph
Highway 965 starting at a point 590' North of its intersection with Sara Court, and continuing South to City Limits	45 Mph

3. Special speed zones within the City governing speed limits on public roads adjacent to schools, and which are not otherwise governed by the provisions of Chapter 62.05 of this code, are hereby established as set forth below in Table 62.08.

Table 62.08 - Special Speed Zones for Schools	
Special Speed Zone Location	Speed Limit
South Front Street between its intersection with Forevergreen Road and a point 150' South of its intersection with Vandello Drive	20 Mph
South Front Street between a point 120' North of its intersection with Nicholas Lane and a point 150' South of its intersection with Vandello Drive	20 Mph
Vandello Drive between its intersection with South Front Street and a point 150' West of its intersection with South Front Street	20 Mph
Windsor Road between its intersection with South Front Street and a point 130' East of its intersection with South Front Street	20 Mph
South Front Street between its intersection with Zeller Street and a point 250' South of its intersection with Hackberry Street	20 Mph
Hackberry Street between its intersection with Front Street and a point 200' East of its intersection with South Front Street	20 Mph
Birch Court between its intersection with South Front Street and a point 160' East of its intersection with South Front Street	20 Mph
Birch Street between its intersection with Autumn Court and its intersection with South Front Street	20 Mph
South Stewart Street between a point 120' South of its easterly intersection with Birch Street and said intersection	20 Mph

East Hickory Street between its intersection with South Front Street and a point 175' East of its intersection with South Front Street	20 Mph
North Front Street between a point 350' South of its intersection with Centro Way and a point 250' North of its intersection with Centro Way	20 Mph
Centro Way between its intersection with North Front Street and a point 585' North and East of its intersection with North Dubuque Street	20 Mph
North Dubuque Street between its intersections with North Front Street and Dickinson Drive	20 Mph
South Kansas Avenue between a point 130' North of its intersection with Denison Avenue and a point 540' North of its intersection with Saint Andrews Drive	20 Mph
Saint Andrews Drive between its intersection with South Kansas Avenue and a point 300' East of its intersection with Brook Ridge Avenue	20 Mph
Brook Ridge Avenue between its intersection with Saint Andrews Drive and a point 140' South of its intersection with Saint Andrews Drive	20 Mph

SECTION 3. REPEALER. All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 4. 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 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 February 13, 2024

Second reading on February 27, 2024.

Third and final reading on _____, 2024.

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 _____, 2024.

TRACEY MULCAHEY, CITY CLERK



Additional Information



To **Mayor and City Council**
CC **City Administrator**
From **Tom Palmer, Building Official**
Date **3/6/2024**
Re **Monthly Report**

February Permits:

116 permits were issued in the month of February with an estimated construction value of five million dollars. Staff completed 352 inspections in the month of February.

Rental/Code Compliance Cases:

Twenty-three rental permit applications were received in February. Seven code compliance cases were processed in February.

Steindler Orthopedic Clinic:

The building structural steel completed. Contractors have started under concrete floor slab utilities and exterior wall framing.





February Permit Tally Report

Request Type		Construction Value
Group: Accessory Structure		
		\$9,279.00
		Group Total: 2
Group: Automatic Fire Sprinkler System		
		\$210,742.00
		Group Total: 2
Group: Commercial Alteration		
		\$477,800.00
		Group Total: 6
Group: Deck		
		\$8,500.00
		Group Total: 3
Group: Driveway		
		\$7,000.00
		Group Total: 1
Group: Fence		
		\$15,025.00
		Group Total: 6
Group: Fire Alarm & Detection Equipment		
		\$146,042.20
		Group Total: 6
Group: FOG		
		\$0.00
		Group Total: 28
Group: Mechanical Electrical Plumbing (MEP)		
		\$40,241.00
		Group Total: 5
Group: New Single Family Dwelling		
		\$2,314,946.00
		Group Total: 7
Group: New Single Family Dwellings Attached		
		\$860,000.00
		Group Total: 4
Group: New Townhouse		
		\$800,000.00
		Group Total: 4
Group: Open Burning- Prairie Burn		
		\$0.00

Group Total: 2

Group: Operational- Temp LPG

		\$52.00
--	--	---------

Group Total: 1

Group: Outdoor Storage

		\$0.00
--	--	--------

Group Total: 1

		\$0.00
--	--	--------

Group Total: 23

Group: Residential Alteration

		\$100,990.00
--	--	--------------

Group Total: 2

Group: Right of Way

		\$500.00
--	--	----------

Group Total: 2

Group: Sign

		\$37,404.00
--	--	-------------

Group Total: 3

Group: Stormwater Quality Grant

		\$0.00
--	--	--------

Group Total: 2

Group: Temporary Use

		\$0.00
--	--	--------

Group Total: 2

Group: Urban Chickens

		\$0.00
--	--	--------

Group Total: 1

Group: Zoning Certificate

		\$0.00
--	--	--------

Group Total: 3

Total Valuation		\$5,028,521.20
------------------------	--	-----------------------

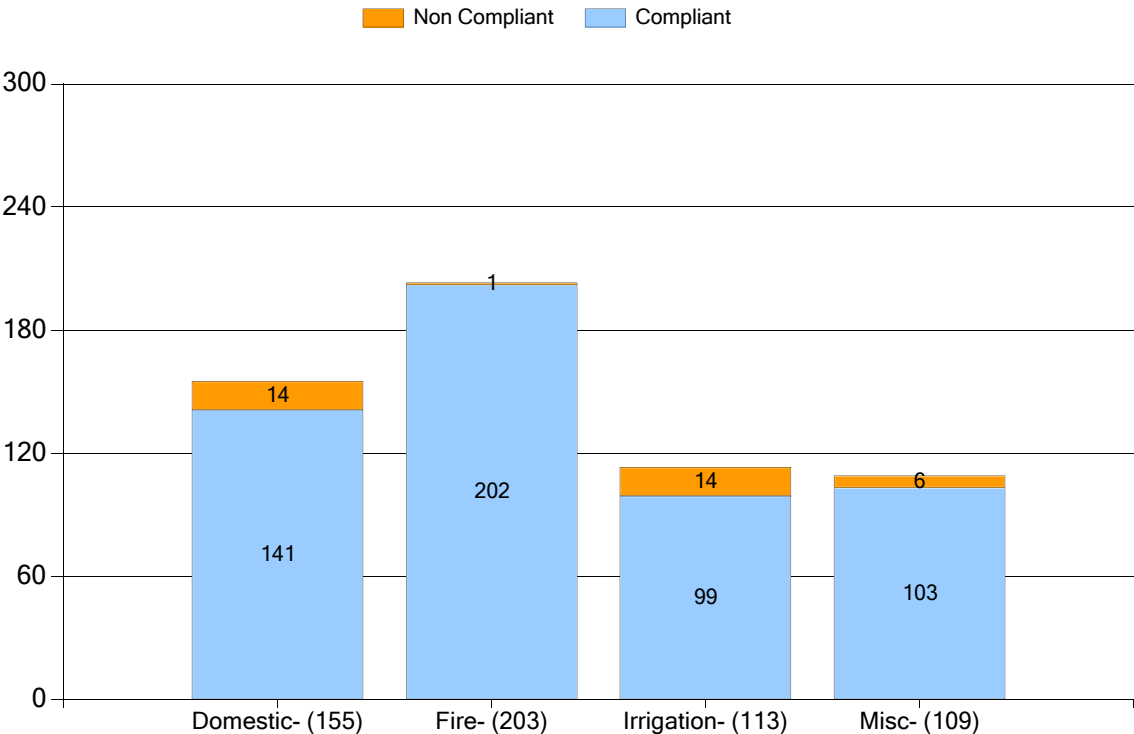
Total Records: 116

Code Compliance Report

02/01/2024 - 02/29/2024

Case Date	Case #	Complaint	Reporting Code
2/14/2024	20240017	Concerns for neighborhood safety with collapsed building.	Property Maintenance Code
2/16/2024	20240018	Past due backflow tests	City Code
2/16/2024	20240019	Past due backflow tests	City Code
2/16/2024	20240020	Past due backflow tests	City Code
2/16/2024	20240021	Past due backflow tests	City Code
2/26/2024	20240022	Past due backflow tests	City Code
2/29/2024	20220100	Storage of Junk	Zoning Code

Breakdown of Backflow Preventer Compliance



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



To **Mayor and City Council**
CC **City Administrator Ryan Heiar**
From **Community Relations Director Nick Bergus**
Date **March 5, 2024**
Re **Community Relations Staff Report for February**

Building North Liberty's Next Stage

We closed our fundraising gap for the state's Enhance Iowa grant ahead of our early March deadline, with a strong showing of more than \$14,000 from individuals at the end of February, plus additional gifts from the Iowa City Association of Realtors and others that we expect to finalize or announce in March. To date, we've raised \$2,261,462.65 towards our total goal of \$3.5 million in outside funding. We have upcoming naming rights conversations that we'll need to close to bring us to our goal. Additionally, we had a few conversations with Shive-Hattery as they work towards final plans in March and bidding in April, as well as internally about policies for the building.

City Slate

February's City Slate had two events, both connected to the North Liberty Lights: Ride Around the Lights (Feb. 10) and the second annual Sip & Stroll (Feb. 22). Turnout for both was above last year's. The team began final preparations for three March events: Operation Leprechaun (March 9 to 17), the Bunny Clue Trail (March 23), and John Cassidy the Balloon Freak (March 23). Additionally, staff prepped for programs planned for this spring and summer, including a Community Center Open House in April, Ranshaw House Concert Series show in June and July and a late summer Street Dance.

Beat the Bitter

The annual winter festival concluded in February with Snuggie Crawl (ticketed), Sip & Stroll (City Slate), 55+ Connections Lunch (free), Ride Around the Lights (City Slate), Youth Basketball Tournament (youth council), and Polar Puzzle Sprint (library). The North Liberty Lights lasted through February and will come down in early March; we have been unable to renew sponsors each year making it difficult to fund and we don't plan to renew the contract as its initial three-year run comes to a close, though we will look for future opportunities.

Youth Council

In February, the group held the second meeting of its banned book club and a well-received 3-on-3 basketball tournament. Several players and organizers expressed interest in a summer version, and we're exploring ways to build on that success. Micah and

the council continue to meet with outside groups to explore partnerships and programs. We are discussing internally what a second Summer Summit would look like, building on last year’s mental health workshops for youth and parents.

Blues & BBQ

We opened our food vendor application and have already seen a good response. It closes at the end of March, and we’ll select vendors in early April. Meanwhile, we have a number of conversations with returning key volunteers and committee members. The first meeting with the team will be in March.

Neighborhood Ambassadors

The first quarter meeting of the group included a tour and Q & A at new City Hall with Ryan and Tracey. In the program’s fourth year, we’ve started to consider changes the program might require to remain sustainable long-term and look to tweaks in the fall.

Other Items

Staff represented the city at Think Iowa City’s annual meeting and on the Herky on Parade Committee, at offered a talk to the Whip-Poor-Wills.

Staff volunteered with the North Liberty Community Pantry, Englert Theatre, Bike Iowa City, Johnson County Successful Aging Policy Board, 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.

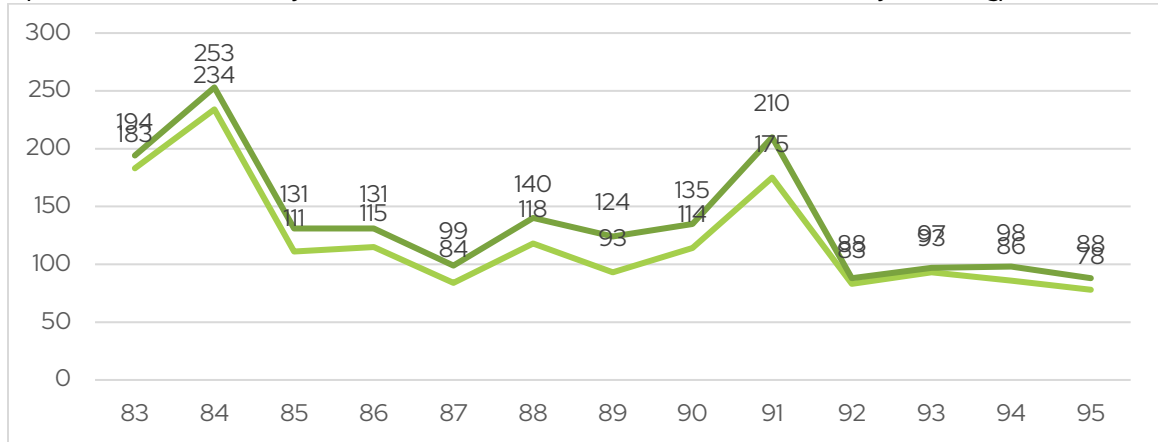
We posted news releases about City Slate events, VITA tax service, council’s support for manufactured housing residents, North Liberty Night at the Heartlanders and more.

Completed Videos

Title	Requested By	Completed	Duration
Parks & Recreation Commission	Administration	Feb. 1	1:02
Planning & Zoning Commission	Administration	Feb. 6	0:08
Social: Beat the Bitter	Community Relations	Feb. 7	0:02
Social: Ranshaw House Concerts	Community Relations	Feb. 7	0:01
City Council	Administration	Feb. 13	1:38
City Council	Administration	Feb. 27	0:29
Eye on: NLFD Recruitment	Community Relations	Jan. 18	0:06
Total completed productions: 7	Duration of new video: 3.4 hours		

52317 Podcast

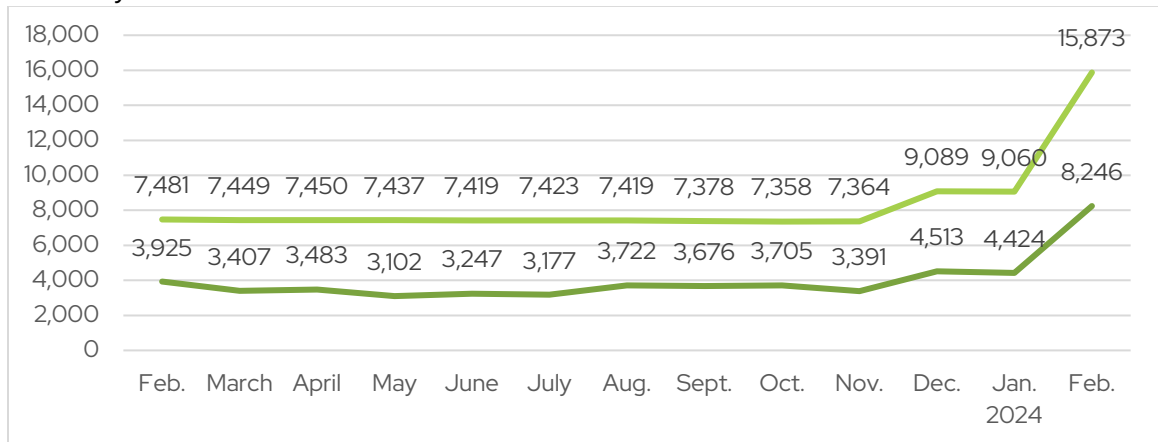
Episodes release every three weeks and can be found at northlibertyiowa.org/52317.



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

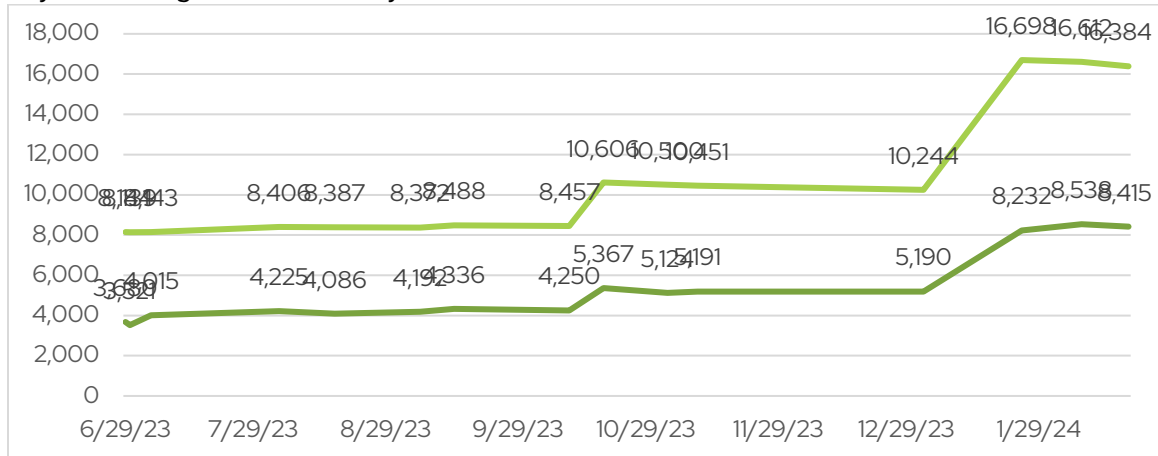
These emails offer news and updates in a friendly, approachable way on the first Thursday of each month.



Recipients is the number of email addresses to which an issue of the Bulletin was sent and is represented by the top line. **Opens** is the number of unique recipients who opened the Bulletin and is represented by the bottom line; the standard open rate for government is 25.4%. Numbers are as reported by service provider Mailchimp.

Know Before You Go Emails

These emails focus on free, large-scale community and leverage the city’s email list. It is a key marketing channel for City Slate events.



Recipients is the number of email addresses to which an issue of the Bulletin was sent and is represented by the top line.

Opens is the number of unique recipients who opened the Bulletin and is represented by the bottom line; the standard open rate for government is 25.4%. Numbers are as reported by service provider Mailchimp.

Social Media

Month	Facebook		Instagram	Nextdoor
	New follows	Reach	Followers	Members
Feb	102	72,100	3,313	6,498
Jan 2024	107	46,047	3,273	6,413
Dec	69	43,961	3,235	6,339
Nov	122	59,918	3,209	6,289
Oct	105	63,718	3,182	6,206
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

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: March 6, 2024
SUBJECT: Monthly Library Report

Library News

We have three staff who are working as a committee writing grants for the library. It's been really gratifying to see several projects over the last few years funded by grants to help supplement the library budget. I shared news last month of a \$20,000 grant from Libraries Transform Communities (LTC) from the American Library Association (ALA) in February. I'm delighted to announce that we were also awarded a \$10,000 LTC grant that will allow us to install hearing loops in the library's meeting rooms. The hearing loops will aid us in better serving individuals with hearing loss during programs and events.

I wanted to take some time to give our great appreciation to the wonderful group of volunteers who support our work. Last year, community volunteers assisted library staff in numerous ways, from helping with program prep and other behind the scenes work to offering their expertise for arts programs. Our volunteers gave nearly 1000 hours of their time and energy to supporting the library. In addition to a wonderful, active Friends of the Library board and a talented advisory board of trustees, we have active volunteers who work in the library: nine youth/high school volunteers who gave a total of 451.5 hours of their time and nine adults who worked 440 hours.

Thanks to another grant, the Theisen's Community Grant, the library has begun offering conversational English classes for language learners to practice language skills together. It's a small group so far and we're expanding our marketing and hoping it will grow organically. The feedback from attendees has been very positive and we have a wonderful instructor.



The adult services staff hosted a popular puzzle competition, the Polar Puzzle Sprint in February with 45 adults attending. Nick, our adult services librarian, made cups and medals for prizes and knitted crowns for the winners.



Programs that bring community together, offer learning opportunities and fun are a big part of our team's work. Cold-Blooded Redhead Reptiles in February was one of those events that affirms the work we do ten-fold. Over 250 folks of all ages came out to share an evening learning about awesome creatures.



The library also hosted the First Friday Coffee Connections in partnership with Greater Iowa City, Inc., this month.





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

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

Date **March 1, 2024**

Re **Monthly Report**

We performed various building maintenance tasks as needed. We installed a new sink and hot water heater at the old Rec Center bike shelter which has now been converted to a maintenance building in support of the Rec Center's growing maintenance needs. Park staff also continued to organize the Parks maintenance facility and cold storage area as time permitted.

We maintained equipment as needed this month. We performed preventative maintenance and repaired winter equipment as time permitted. We continue to prepare for the upcoming growing season by performing preventative maintenance and repairing sports field maintenance, mowing, trimming, and landscaping equipment.

We constructed a new watering tank truck skid in preparation for increased landscaping maintenance responsibilities this season. Painting is the final step in completing the project.

We serviced park/trail trash receptacles and pet waste stations weekly.

We continue to prepare for the upcoming season by ordering and securing supplies needed.

The Park Dept. has begun grading and seeding turf grass seed at various locations. We also spent time repairing turf grass along the edges of trails and sidewalks due to snowplow damage. We will fine tune the repairs as we near the growing season.

Due to the warmer weather, we have begun landscaping maintenance. Right now, we are pulling gravel and rock out of all our landscaping beds caused by winter snow plowing.

We removed a few broken tree limbs in our street rights-of-way and Parks. I believe much of the damage was caused by the heavy snow event we had in January.

We disassembled the ice rink for the season and prepared the tennis court for tennis and pickleball users. Pickleball has become so popular that we purchased and installed two new portable pickleball net systems on one of our tennis courts. We can easily switch between tennis and pickleball there. We have increased from six to eight pickleball courts.

We met with NLCBS ball club regarding field usage and future improvements at Penn Meadows ball complex for this upcoming season.

I attended multiple meetings with Shive Hattery this past month. City Admin building construction progress, Centennial Park “Next Stage” building design planning, the Fox Run Park/Pond trail project, and the Community Center parking lot improvements CIP planning.

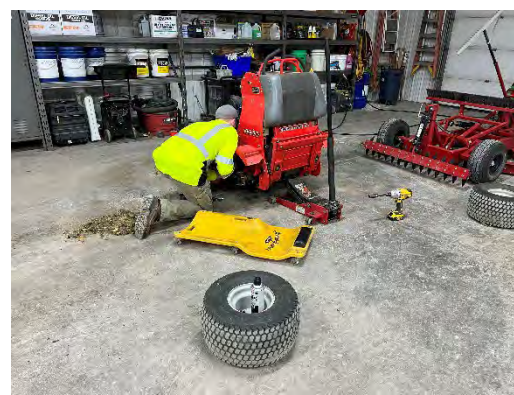
The Parks Department attended the 68th annual Shade Tree Short Course at ISU in Ames on February 21st & 22nd.

Park staff completed annual fire extinguisher training requirements through Target Solutions.

We continue to seek seasonal Park Maintenance Worker employees and have conducted some interviews. We are behind compared to last year in terms of the number of employees hired. We have 4 of the anticipated 12-14 seasonal employees hired for the season.



New sink and hot water heater installed at the Rec Center maintenance building (Old bike shelter).



Equipment maintenance continues.



New watering tank skid built by the Parks Dept.



Penn Meadows Park old playground sand removed and top soil/grass seed added.



Rock and gravel cleanup in landscaping areas.



Broken limb removal in the street right-of-way.



Ice Rink removal and tennis/pickleball nets installed. Ready for the season!



Landscaping improvements at the Rec Center.



Parks Staff attended the 68th annual ISU Shade Tree Short Course in Ames. We ran into Randy Ranshaw while there. He was more than happy to give us the back history on the Ranshaw house.



North Liberty Police Monthly Report February 2024

Training:

- Members attended monthly canine training, and tactical team training (24 hours).
- We hosted 30 people from education, childcare, churches, and the business community for 2 days of ALICE (Active Shooter Response Training) at the police department. Two NLPD officers attended the instructor training course. (32 hours)
- An officer attended Cyber Forensic Training in Des Moines (8 hours)
- Staff received training on the City Insurance Benefits through target solutions.
- The monthly target solutions training for officers was on Physiological Response to Stress (24 hours)

Public Relations:

- We signed an updated duty to intervene agreement with all of the local law enforcement agencies at a signing event with NAACP Local Chapter President, Kevin Sanders.



- Ryan Heiar and I met with a Graduate Student from the University of Iowa who is working on the cost benefit analysis for starting a police department in another growing Iowa city.
- Had a high school intern ride along for the month.
- Officers worked at several sporting events for Liberty High School and the University of Iowa. Officers volunteer to work the assignments and we are then reimbursed by the schools.
- PIO Gallagher attended the city sponsored Slate Sip & Stroll event.
- We started an Instagram account for information from the Police and Fire Department. For those interested, it is northlibertypublicsafety or you can scan the QR code below.



Traffic Contacts	437
Parking Contacts	63
Vehicle Inspections	15
Vehicle Unlocks	15
Crash Investigations	13
Public Assists	380
Assist other Agency	112
Crimes Against Persons Report	15
Crimes Against Property Report	13
Other Reports	35
Arrests	38
Warrants	3
Alcohol/Narcotics Charges	19
Crimes Against Persons Charges	8
Crimes Against Property Charges	3
Other Charges	28
Animal Calls	39
Total Calls for Service	1946
*Total Calls for Service for the year	3740

Equipment:

- Two desktop units were replaced for the records staff.

Enforcement/Crime:

- Officers worked GTSB traffic enforcement projects.
- Speed trailers were deployed in two locations in response to speed complaints.
- To review any criminal complaints for the month [List of Criminal Complaints | Johnson County Iowa](#) or see North Liberty Calls for service go to [Joint Emergency Communications Center \(jecc-ema.org\)](#) or you can visit the crime map at [LexisNexis® Community Crime Map](#) and type in North Liberty.

Department Admin:

- We received 87 applicants for the Animal Control/CSO position. Interviews were held for the top candidates, and we are excited to announce that Rogan Barkhoff will be filling the CSO position. She has already been set up with access to the computer systems and facilities she will use and fitted for uniforms. We currently have her shadowing with each department she will be working with.
- Presented Dr. Barnum's traffic stop study information to council. Lt Rueben Ross is working on a public facing document breaking down all of our stop data (not just traffic) from 2021, 2022, and 2023. The model to share this information is from Minnesota where they have been routinely reporting this data for the last few years.
- Sgt Seymour received recognition from the State and the International Association of Chief of Police for his service as a Drug Recognition Officer for 10 years. Sgt Seymour has gone through training to detect individuals who are drug-impaired while driving. He assists the agencies in Johnson County when he is on duty and requested.
- The Chief attended the Iowa Police Chief's weekly legislative session update, quarterly meeting for JFACT, DTF, monthly Chief's meeting, 911 Board meeting, and held a command staff meeting.
- We had 14 Policy updates that meet the Presidential Executive Order on law enforcement as well as other minor changes.
- Researched Use of Force Certification courses and found one that is available online for our Administrative Lieutenant to take. The course, presented by Force Science, is taken in weekly increments throughout the year with testing and certification at the end. This one does not require travel and he believes he can complete his daily tasks as well.
- All 2023 performance appraisals were completed.
- Attached is the 2023 Investigations Review of activity completed by the Administration Lieutenant. This is a new document, and we will continue to use this as we grow our Investigative Division.
- We are working on the 2023 annual report for public release, as well as auditing our other internal reports like complaints, use of force, damage and injury reports.

Updated on 3/5/2024

Overview

The North Liberty Police Department's Investigations Division, when fully staffed, consists of a lieutenant, one major crimes/crimes against persons investigator; one detective whose time is split between property crimes investigations, community services, and various duties as the department's public information officer (PIO); one member of a multiagency cybercrime unit (JFACT); and one member of a multiagency drug task force (DTF). 2023 saw midyear personnel changes in the PIO and JFACT positions, which resulted in the JFACT position being vacant from June through December.

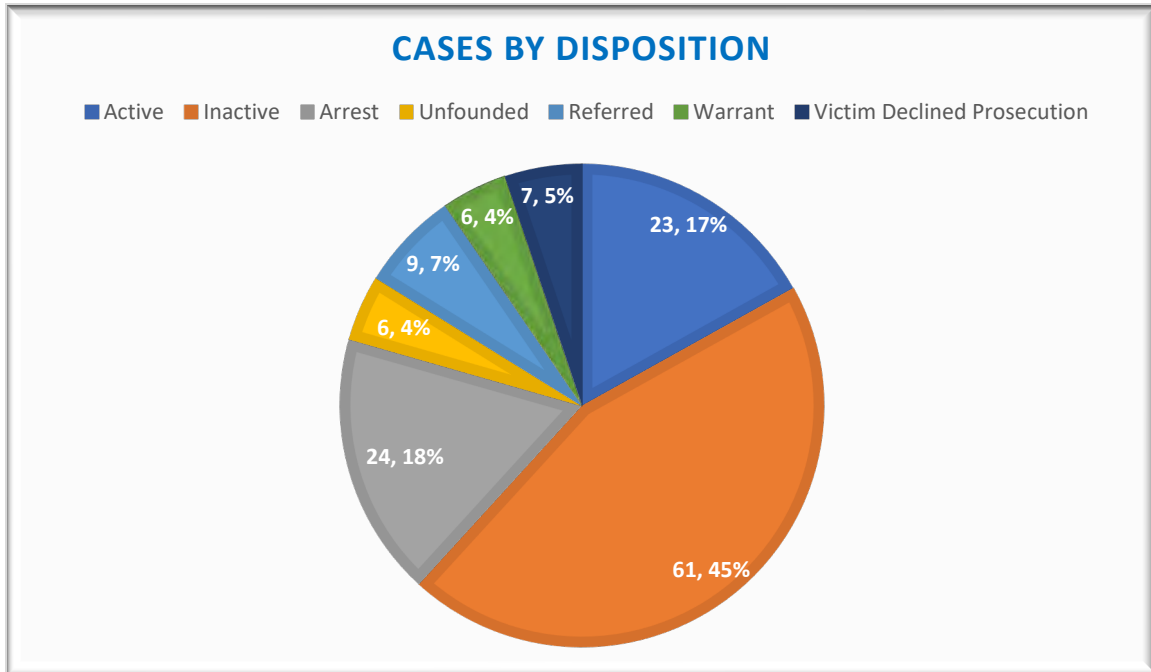
Case Intake and Disposition

There are several ways a case makes its way to the Investigations Division. Most reports are initiated at the patrol level and are subsequently referred to the Investigations lieutenant, who will assign it to the appropriate detective. Some cases are referred directly to an investigator by another organization, usually the Department of Health and Human Services (DHHS) or outside law enforcement agency. Finally, detectives can open cases through proactive operations.

The detectives working in the DTF and JFACT multiagency groups will spend a considerable amount of their time working on cases that are not directly tied to North Liberty. This fact makes it more difficult to quantify these detectives' work at the departmental level.

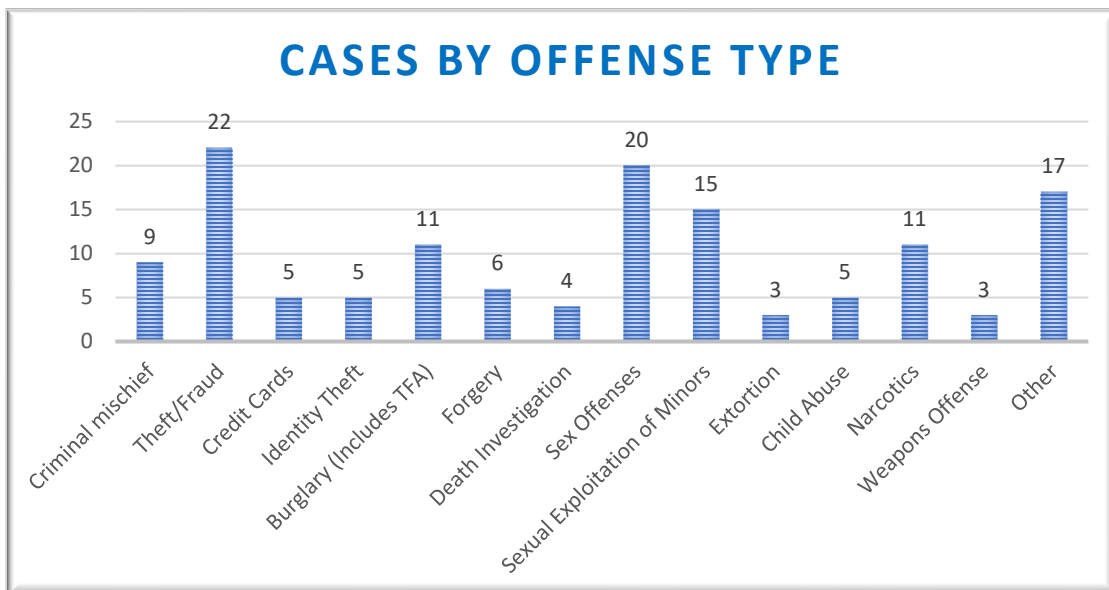
Detectives track their cases by seven disposition or status labels. "Active" means the detective has viable leads and is currently working on the case. "Inactive" means that there are no viable leads and the detective is no longer working the case. If new information or leads emerge, the detective will reactivate the investigation. "Arrest" means the detective developed probable cause and law enforcement physically took the suspect into custody. "Unfounded" means the investigation determined that the reported acts did not occur. "Referred" means that the investigation determined NLPD lacked jurisdiction and the case file was transferred to the appropriate agency. "Warrant" means the detective developed probable cause to arrest the suspect but was unable to locate him or her. In these cases, the court issues an arrest warrant, which remains active until the suspect is apprehended. Detectives check the status of their warrants at least monthly and will change the case status to "Arrest" once they learn the suspect has been taken into custody. "Victim Declined Prosecution" means that the victim decided during the course of the investigation that they no longer wished to pursue the case or provide necessary information. While it is possible to investigate and prosecute these cases without the victim's cooperation, the most common outcome is to inactivate the case. These cases will be reactivated if the victim contacts the department within the statute of limitations for the offense.

In total, the Investigations Division worked 136 cases in 2023. This number only reflects cases that have NLPD incident numbers and therefore excludes a large portion of the JFACT and DTF investigators' workloads. Of these cases, 23 are currently active, 61 are inactive, 24 were cleared by arrest, six were unfounded, nine were referred to other agencies, and seven were closed due to the victim declining prosecution.



Case Types

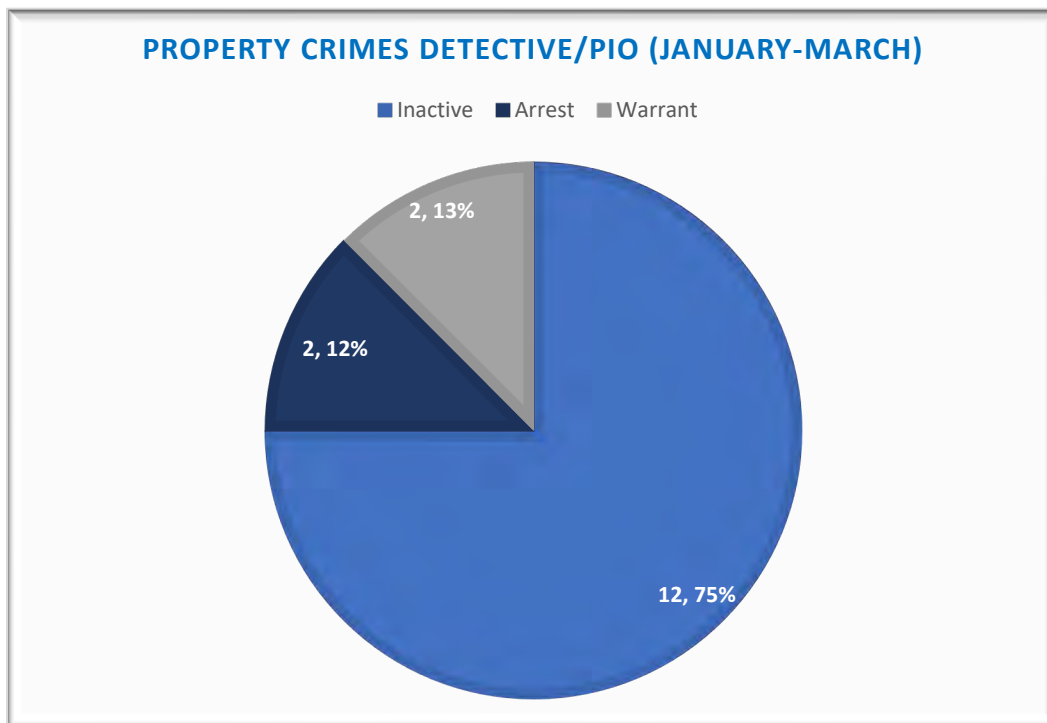
Detectives worked a wide variety of cases including criminal mischief, narcotics, assault, sexual exploitation of minors (child pornography), theft, harassment, fraud, identity theft, forgery, extortion, child abuse, sexual abuse, and weapons offenses. The chart below provides a visual reference to the case types the division handled in 2023. Only cases with an NLPD incident number are included in this chart. The JFACT and DTF investigators worked many cases that are not depicted here.



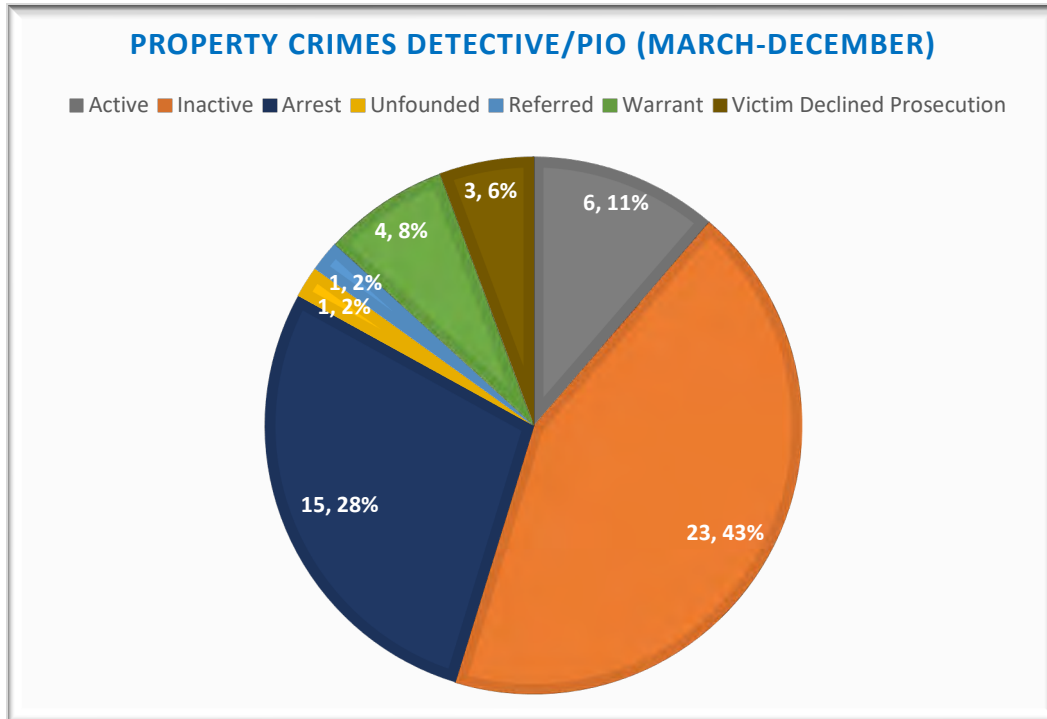
Cases by Detective

The following sections will detail each detective's caseload and outcomes. Only categories with a numerical value are depicted in the charts. It must be noted that several factors will influence a case disposition or clearance rates. For example, many of the cases assigned to the property crimes detective involve Internet scams. The initial steps of the investigation almost always determine the criminal is overseas, making further investigative efforts futile. These cases are then closed as inactive. In narcotics investigations, it's common for detectives to not file charges if a suspect cooperates and assists the DTF with identifying criminals dealing in larger quantities. With this being the case, an investigation might have developed probable cause to arrest several individuals, but only one was charged, and the case may have been transferred to another jurisdiction. These factors can result in lower-than-expected clearance rates that may not accurately reflect the quality and quantity of work.

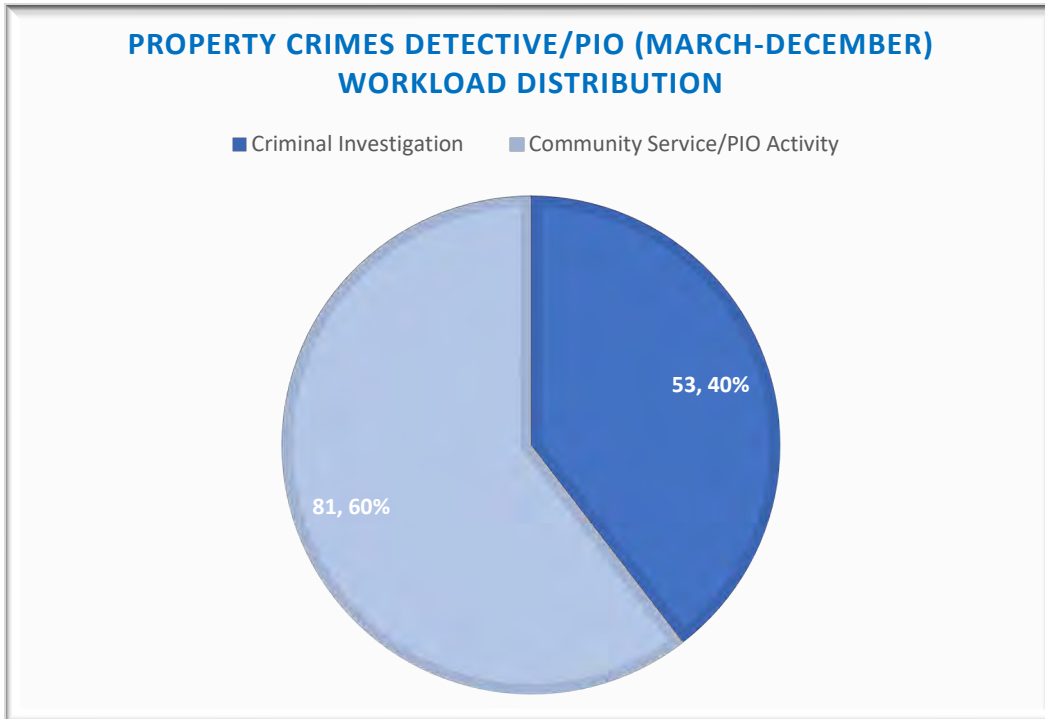
According to the [FBI's](#) 2019 statistics, the national clearance rate for violent crime is 45.5%, while the property crime clearance rate is 17.6%. This clearance percentage includes cases closed by arrest and exceptional clearance. Exceptional clearance, at the federal level, requires that the investigation identified the offender, developed sufficient evidence to support an arrest, and identified the suspect's location but were unable to arrest, charge, or prosecute due to circumstances beyond the law enforcement agency's control. The following statistics follow the same criteria for the most part, and deviations are explained when necessary.



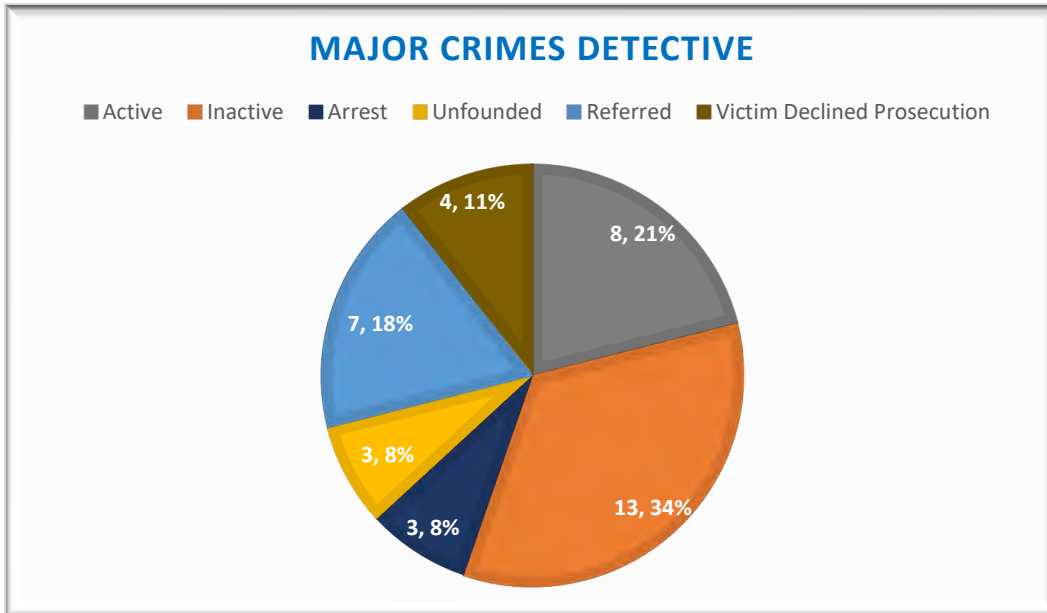
Clearance rate: 25%. Note: All active cases were transferred to the incoming detective in March.



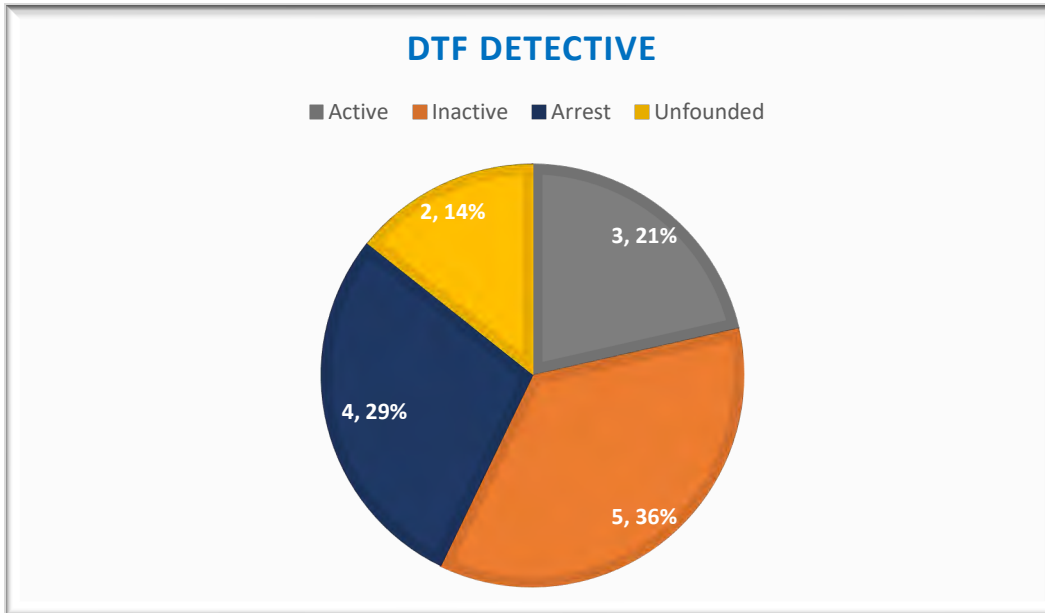
Clearance rate: 32%. This percentage includes cases that were cleared by arrest or an arrest warrant was issued and is still active. One case was referred to another agency for charging and is included as well due to the fact that probable cause for arrest was developed during the North Liberty investigation. One case was determined to be unfounded and is counted as cleared because the investigation determined, above the level of probable cause, that the allegations reported did not occur and the reporting party could have been charged with filing a false report. Three cases were closed when the victim declined prosecution and are included because, in each case, the investigation developed probable cause to charge a suspect. In one case, the suspect turned out to be a family member of the victim who did not want to see their relative charged. In another case, the victims decided they were not willing to commit to attending court appearances. In the third case, the victim and suspect came to a civil agreement mediated by the detective and settled the case without anyone being charged. Active cases will be carried over to the following year and will be counted in that year's statistics.



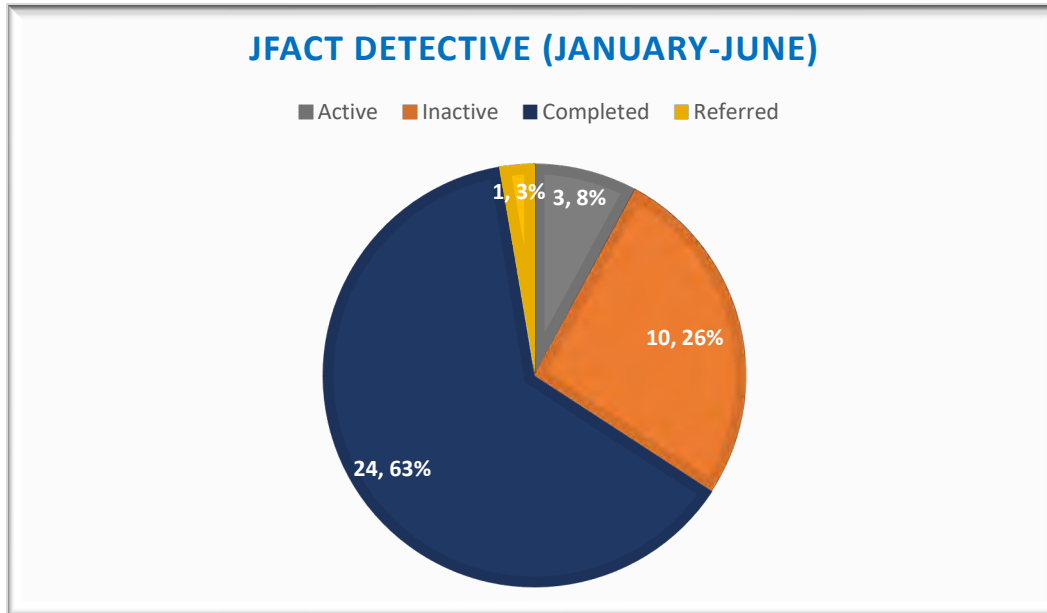
The property crimes detective/PIO handled 53 criminal investigations and 81 community service/PIO activities from March through December. These activities include attending community and city events; hosting facility tours; providing training and education programs to private, public, and community groups; attending multidisciplinary workgroup meetings; and deploying the department's radar trailers in response to speed and traffic complaints.



Clearance rate: 45%. This percentage includes cases that were cleared by arrest, were referred to another agency, were determined to be unfounded, and in which the victim declined prosecution. In each of the cases closed as "victim declined prosecution," the reporting parties were the victims of sexual assault and decided they did not wish to go through the judicial process. The victims were provided resources and assured they would be able to reactivate their cases within the statute of limitations if they chose. Active cases will be carried over to the following year and will be counted in that year's statistics. The major crimes detective also conducted background investigations on two applicant officers during the year.



The drug task force detective works off-site as a member of the Johnson County Multiagency Drug Task Force (DTF). This group includes officers and deputies from most of the law enforcement agencies in Johnson County as well as state and federal agents. The chart above only contains data related to cases with an NLPD incident number. The DTF as a whole opened 158 new investigations in 2023, resulting in 99 felony or misdemeanor arrests, the seizure of over 49 pounds of illegal drugs as well as 708 illegally-possessed pharmaceuticals and 37 guns. The DTF has placed a particular emphasis on combatting fentanyl/opioid trafficking in the area and opened investigations into 42 overdoses in Johnson County, six of which resulted in death. During these investigations, the DTF, through undercover purchases and seizures, took nearly 12,000 fentanyl pills off the streets. The majority of these pills were designed to look like prescription medications. While each investigation is assigned to a case agent, all of the DTF detectives actively assist with every case.



The JFACT detective works offsite as a member of a countywide team of digital forensic investigators. In addition to their primary function of investigating reports of sexual cybercrimes, JFACT personnel will do forensic casework for outside law enforcement agencies, including digital file extraction and forensic device examination. While these efforts do not result in local arrests, they do consume a large portion of each investigator's time and provide invaluable assistance to major cases across the state. In order to track these cases, a "Completed" category was added to the JFACT disposition options.

Between January 1 and June 30, 2023, The JFACT led or assisted with investigations including attempted murder, theft, sexual assault/exploitation, narcotics, and weapons offenses as well as traffic incidents resulting in serious injury or death. The bulk of the casework consisted of cybertips related to child sexual abuse material (CSAM, commonly referred to as "child pornography") and drug investigations. In all, the team processed approximately 670 devices for over 40 law enforcement agencies and processed nearly 44,000 gigabytes of digital evidence. These efforts resulted in the arrests of seven local individuals on state and federal child pornography charges. Additionally, a high percentage of the work done for other agencies led to arrests in those jurisdictions as well.

Summary and Recommendations

The North Liberty Police Department's Investigations Division handled a wide variety of case types in 2023. The divisional clearance rates were equal to or above national averages. The investigators handled complex cases and it will be necessary to continue providing quality training in order to keep abreast of new technology and trends. Additionally, it may be useful to develop new systems to more accurately quantify the work of the JFACT and DTF investigators. While these positions certainly have regional benefit that improves the quality of life in North Liberty, concrete numbers would help decision-makers assess the return-on-investment of task force membership.

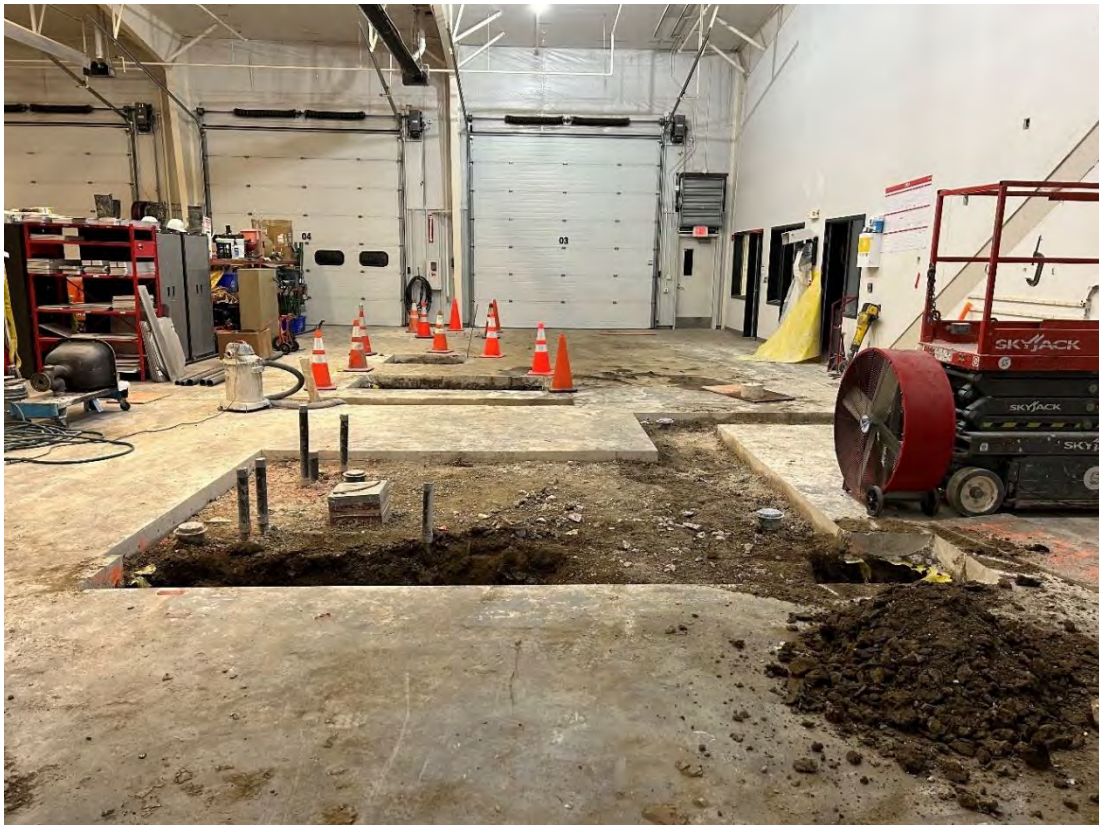


To **Mayor and City Council**
CC **City Administrator Ryan Heiar**
From **Street Superintendent Michael Pentecost**
Date **March 1, 2024**
Re **Street Department Staff Monthly Report for February**

The following items took place in the month of **February** that involved the Street Department.

- Locating of City Utilities (107 job tickets) ongoing
 - a. This is an increase of 67% from February 2023
- Continued animal control services (10 responses to animal issues)
- Cemetery plot locates (0 in total)
- Projects/Meetings
 - a. Street Department Building Project
 - i. Contractor has begun demo and plumbing work
- Training
 - a. Water License training for superintendent for CEU
 - b. Work Zone Safety training for all staff by LTAP
 - c. Staff conducted Annual Safety Harness inspections of all our gear
 - d. Evaluations completed with all staff along with individual review meetings held
- Sanitary Sewer
 - a. Inspection of various manhole locations
 - b. Sewer back-up on Sugar Creek Ln area from grease and non-disposable towels
 - i. Staff responded, identified plug location, and opened up plugged sewer main to restore flow by using vac/jet truck
- Storm Sewer
 - a. Cedar Springs Pond Project
 - i. Staff removed vegetation surrounding plugged storm outfall area
 - ii. Staff jetted and removed all debris, garbage, and silt
 - iii. Staff completed by grading, seeding, and matting disturbed areas
 - b. Street Sweeping operations began this month
 - i. This will be an ongoing spring activity until all public streets have been cleaned
 - ii. Total quantity of debris will be submitted once operations are complete
- Street Repairs
 - a. Pothole patch repairs in various locations
 - b. Crack sealing operation on public streets (Deerfield area this month)
- Traffic Signals repairs
 - a. Burned out light replacement at Ranshaw Way and 240th St

- Construction plan review of Buckmoon Villa subdivision
- Solomon Pt2 subdivision walk through to identify punch list items before City acceptance
- Completed installation of handhole marker plates at all fiber locations
- Staff conducted monthly safety inspections for all street equipment and buildings
- Monthly warning siren testing in all 8 locations
- Sign repairs and installation
- Service work performed on equipment
- Snow Operations
 - a. Snow event on 2-16-24 that only required salt and no plowing
 - i. 14,127 gallons of anti-ice applied on 2-15-24 on 217 road lane miles costing \$1,673
 - b. All equipment was cleaned, inspected, and any repairs made after the event



Shop Construction underway



Cedar Springs outfall before



Cedar Springs outfall after





To **North Liberty Mayor and City Council Members**
CC **City Administrator Ryan Heiar**
From **Water Superintendent Greg Metternich**
Date **March 7, 2024**
Re **Monthly Report – February 2024**

In the month of February, we treated a total of 33,139,000 gallons of water, our average daily flow was 1,143,000 gallons, and our maximum daily flow was 1,319,000 gallons. The total amount of water used in the distribution system was 5.07% higher than in February 2023.

We have had a busy month with 9,292 accounts read, 44 re-reads, 72 service orders, 46 shut-offs, 61 re-connects for water service, 220 shut-off notices delivered, 9 new meter set inspections, 13-meter change outs, 18 MIU change outs, assisted 23 customers with data logging information, 49 calls for service, and 21 after hour or emergency calls. Our monthly total service work averaged 26 service orders per day.

With the warmer weather last month, we were able to finish some concrete/grading work on North George Street and East Chestnut Street. We'll wait to seed those locations until early next month. We were also able to get ahead start on hydrant flushing, last fall only the dead-end hydrants were flushed because well #8 was out of service, this round we will be flushing every hydrant in the distribution system, it should take about 8 weeks to complete.

Maintenance staff finished working on our annual maintenance of the excavation equipment, including the vac-trailer, dump trucks, tractors, and all our smaller equipment.

We hired Erlacher's Tree Service to drop two trees on Main Street. The trees had grown next to the last two fire hydrants in the area that need to be replaced. The water department did the removal and cleanup at both locations, we'll be working on removing the stump's in the next couple of weeks before we replace the hydrants.

Avista Membrane Treatment Solutions did a 5-hour RO membrane training at our facility covering normalization, cleaning, fouling, and RO troubleshooting. This was a great training opportunity that we were able to be a part of and our staff were able to collect some free CEU's without having to travel.

Staff have continued to work on our Lead and Copper inventory list for the EPA. The inventory is due by October 16th, 2024. Currently we have collected data on 7,821 properties and have 1,458 unknowns. We were able to identify 14 services in the month of December. 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.

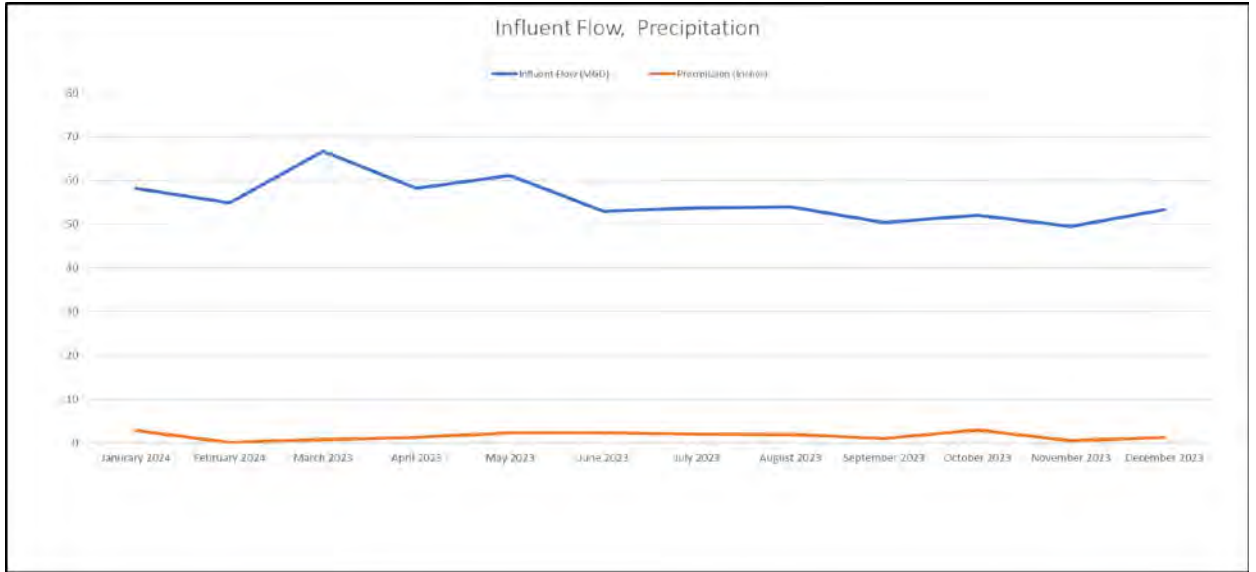
Water Superintendent
Greg Metternich



To **City Council, Mayor, and City Administrator**
From **Drew Lammers**
Date **March 1, 2024**
Re **February 2024 Water Pollution Control Plant (WPCP) Report**

1. All scheduled preventative maintenance at the plant and lift stations was completed. **87 work orders** were completed throughout February. Maintenance replaced 1 HVAC fan motor on the MBR rooftop. They tested both trailer pumps and found one making noise. A broken shaft keyway was found, and parts have been ordered for repair. All three raw influent pumps were disassembled for inspection. New wear plates were installed, and the pumps remained in service. Staff also tested all the safety switches that shut down the Aerzen blowers. We added this to our preventative maintenance schedule after one blower started on fire in 2022. All safety switches operated properly.
2. Staff installed a smaller chemical feed pump on our membrane maintenance clean system. This is to provide better accuracy of chlorine delivered to the membranes on a bi-weekly basis. The larger pump that was removed has been rebuilt and can be used for other chemical applications for our membrane system.
3. This month's staff safety meeting topic was Bloodborne Pathogens. Staff completed target solutions training online and reviewed BBP as a group. The in-house staff safety trainer has been providing quizzes for WPCP on each of the monthly topics. This has created good participation and discussion for each of our in-house monthly safety meetings.
4. Operations and Lab completed all monthly sample results and reports. Monthly Influent Flow Avg. was **1.89 MGD**. **0.93 MG** of solids were wasted from biological tanks to digesters during February. Biosolids were transported from our storage building to a stockpile in a farm field south of Tiffin. Hauling contractors emptied the building in 2 days. WPCP continues to transport daily production of biosolids to the field stockpile to allow for additional building storage space during spring and summer.
5. WPCP staff repainted floors in some of the MBR rooms. Several coats of 3 -part epoxy coatings were used on the floors. They also removed rust, primed, and painted all the steel I-beams under the Fine Screens. The fine screen room atmosphere is very corrosive to the steel, therefore we recoat the beams in this area often.
6. WPCP continues to assist UIHC with sanitary discharge requests. We have relayed all chemical discharge information to our membrane manufacturer and IDNR for Temporary and Limited Degradation of discharge requests. Once fully reviewed and approved UIHC may be able to discharge mechanical startup systems per agreed schedule.

Drew Lammers - WPCP Superintendent



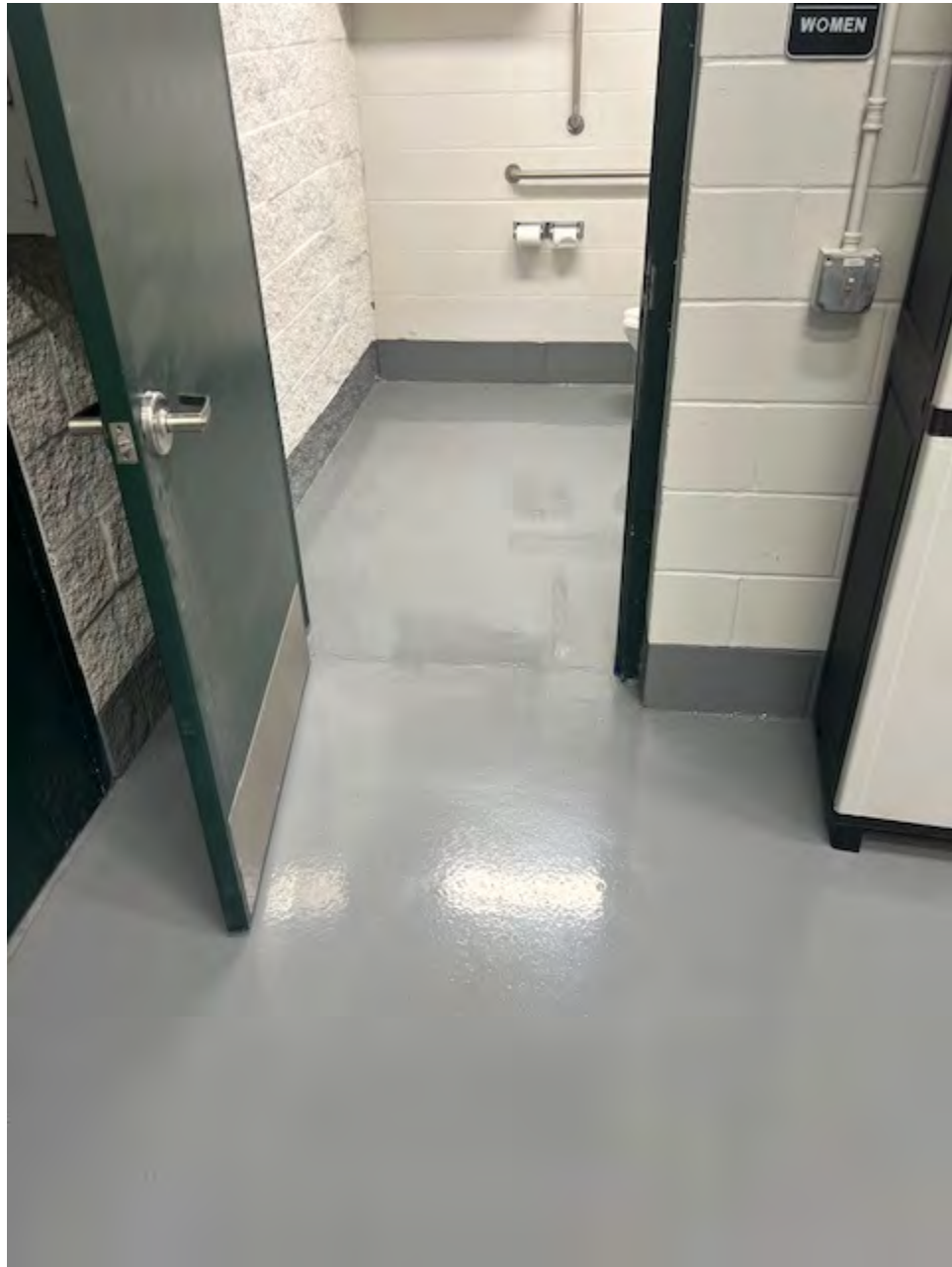
Trailer Pump Repairs



Biosolids Storage Bld. Empty and Washed Down



MBR (phase1) MCC Room



MBR Restrooms (repainted to match all other MBR flooring)



Fine Screen Room I Beams Repainted