



**North Liberty City Council  
Regular Session  
July 9, 2024**



# **City Administrator Memo**



To **Mayor and City Council**  
 From **Ryan Heiar, City Administrator**  
 Date **July 5, 2024**  
 Re **City Council Agenda July 9, 2024**

---

### Consent Agenda

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

- City Council Minutes (06/25/24)
- Pay Application #3, West Penn Street Improvements, Peterson Contractors, Inc., \$617,865.06
- Change Order #1, Penn Street Railroad Crossing Improvements, Midwest Concrete, Inc., \$2,000
- Pay Application #1, Penn Street Railroad Crossing Improvements, Midwest Concrete, Inc., \$167,707.77
- Change Order #1, Street Maintenance Facility Remodel Project, Peak Construction Group, \$11,263.75
- Claims

### Meetings & Events

Tuesday, Jul 9 at 6:00p.m.  
City Council

Monday, Jul 15 at 4:30p.m.  
Joint Entity Meeting

Monday, Jul 15 at 7:00p.m.  
Library Board

Tuesday, Jul 23 at 6:00p.m.  
City Council

### Alcohol and Public Places Ordinance

In preparation for the opening of Centennial Center, now just 15 months away, staff is recommending a revision of the City’s ordinance governing the possession and use of alcohol in public places. The amendment enhances the City’s ability to enter into agreements with parties reserving City-owned venues where such use may include the sale or consumption of alcohol. The amended ordinance will allow the City to efficiently and effectively administer rental contracts which contemplate the alcohol policy proposed by the Community Relations team. Staff recommends approval.

### Sanctuary Preliminary Plat

This is a request from Primestone Residential to approve a Preliminary Subdivision Plat for a 30-lot subdivision on approximately 43.7 acres. The property is generally located on the north side of West Forevergreen Road approximately 150 feet west of Covered Bridge Boulevard. The plat is consistent with the previously approved zoning and includes single family, multi-family and commercial lots. Additional materials regarding the proposed plat, including street layout, utility locations and drainage can be found in the packet. Staff and the Planning Commission recommend approval of the preliminary plat.

## Wayfinding Proposal

As part of the City's branding, visioning and placemaking efforts, staff is recommending a wayfinding exercise that will provide signage recommendations across the City. Below is a snippet from the proposal from Guide, an Ohio based company that specifically focuses on community signage and wayfinding, articulating the scope of this project.

---

### Project Scope

1. **Project Work Area** For the signage and wayfinding assessment, we will study and provide comprehensive recommendations that **build awareness, create connections and a sense of place for the City of North Liberty**. Focus is multi-modal so we consider the needs of the pedestrian, bicyclist and vehicles traveling through the city.
2. **Signage and Wayfinding Assessment & Analysis** The Signage and Wayfinding Needs Analysis will present our observations and recommendations for improving experience in the City of North Liberty.
3. **Program Budget and Phasing Plan** We will use historic pricing data (from the past 2 years) to develop a project budget based on the recommendations made. We will also develop an appropriate phasing plan based on available funding.

---

Staff recommends approval of the proposal with Guide in the amount of \$10k.

## Design Proposals: Freedom Park & Community Center Parking Lot

Staff is recommending approval of two design proposals for projects included in the FY25 budget. The Freedom Park Trail project extends a trail across the north side of Freedom Park, connecting a sidewalk extension from Pebble Court to the trail on Jones Boulevard (see map included in the proposal). The total project cost of \$130k, of which \$27.5k is for design, is included in the FY25 budget. The second proposal is for the design of improvements to the Community Center parking lot. The first section proposed to be rehabilitated is the west parking lot and east access drive (see map included in proposal). Only the design costs - \$46.5k - are included in the FY25 budget.

## Sugar Creek Lane Construction Easement

The City has approved a project to resurface and restore portions of Sugar Creek Lane which are in need of repair. The project is scheduled to take only three days and will require temporary easements over neighboring properties to allow residents and the public access around the construction area during that time. City staff has conditionally negotiated a payment of \$300.00 for the temporary easements needed over two parcels owned by Barbara Halm. Staff recommends approval.

## Iowa DOT Detour Route Funding Agreement

The Iowa Department of Transportation is planning the closure and reconstruction of the Interstate 380 overpass at West Penn Street beginning in 2025. A detour over City streets is required to accommodate the closures of the exit ramps during the construction period. The DOT will compensate the City, in accordance with methods set forth in state and federal regulations, for the resulting increased wear and tear on City streets. Staff recommends approval.



# **Agenda**



**CITY COUNCIL**

July 9, 2024

6:00 p.m.

Regular Session

Council Chambers

360 N. Main Street

1. Call to order
2. Roll call
3. Approval of the Agenda
4. Consent Agenda
  - A. City Council Minutes, Regular Session, June 25, 2024
  - B. Streets & Maintenance Facility – Interior Remodel, Peak Construction Group, Inc., Change Order Number 1, \$11,263.79
  - C. Penn Street Railroad Crossing Project, Midwest Concrete, Inc., Change Order Number 1, \$2,000.00
  - D. Penn Street Railroad Crossing Project, Midwest Concrete, Inc., Pay Application Number 1, \$167,707.77
  - E. West Penn Street Improvements Project, Peterson Contractors, Inc., Pay Application Number 3, \$617,865.06
  - F. Claims
5. Public Comment
6. Engineer Report
7. City Administrator Report
8. Mayor Report
9. Council Reports
10. Alcohol and Public Places Ordinance
  - A. Public Hearing regarding proposed Alcohol and Public Places Ordinance
  - B. First consideration of Ordinance Number 2024-06, An Ordinance amending Chapters 45 and 47 of the North Liberty Code of Ordinances regarding the consumption and sale of alcohol in authorized public areas
11. The Sanctuary at North Bend Preliminary Plat
  - A. Staff and Planning Commission recommendations

- B. Applicant presentation
  - C. Resolution Number 2024-75, A Resolution approving the Preliminary Plat for the Sanctuary at North Bend, North Liberty, Iowa
12. Wayfinding Proposal
- A. Resolution Number 2024-76, A Resolution approving the Proposal for Signage Wayfinding Assessment and Needs Analysis between Guide Studio and the City of North Liberty
13. Shive Hattery Project Agreements
- A. Resolution Number 2024-77, A Resolution approving the Services Agreement between the City of North Liberty and Shive-Hattery, Inc. for the Freedom Park Trail Improvements Project
  - B. Resolution Number 2024-78, A Resolution approving the Services Agreement between the City of North Liberty and Shive-Hattery, Inc. for the Community Center Parking Lot Improvements Phase 1 Project
14. Sugar Creek Lane Project
- A. Resolution Number 2024-79, A Resolution approving the Temporary Construction Easement Agreement between Barbara A. Halm and the City of North Liberty
15. Iowa DOT Detour Route Funding Agreement
- A. Resolution Number 2024-80, A Resolution approving the Agreement for DOT-Initiated Detour of Primary Highways onto Local Roads between the City of North Liberty and the Iowa Department of Transportation
16. Old Business
17. New Business
18. Adjournment





# **Consent Agenda**

**City Council**  
June 25, 2024  
Regular Session

**Call to order**

Mayor Hoffman called the June 25, 2024, Regular Session of the North Liberty City Council to order at 6:00 p.m. in Council Chambers at 360 N. Main Street. Councilors present: Brian Leibold, Paul Park, Erek Sittig, Brent Smith, and Brian Wayson.

Others present: Ryan Heiar, Tracey Mulcahey, Grant Lientz, Ryan Rusnak, Josiah Bilskemper, Randy Belknap, Nancy Bird, Mary Willie, Cady Gerlach, Austin Korn, Mackenzie DeRoo, and other interested parties.

**Approval of the Agenda**

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

**Consent Agenda**

Leibold moved, Smith seconded to approve the Consent Agenda including the City Council Minutes, Regular Session, June 11, 2024; Liquor License Application for Craft Beer Tent (Blues and BBQ); Liquor License Renewal for Sushiya; Liquor License Renewal for Colony Acres; Liquor License Renewal for Copper Boar; Liquor License Renewal for Kum & Go; Liquor License Renewal for Field Day; Liquor License Renewal for Tin Roost; Liquor License Renewal for Smokin' Joe's; Liquor License Renewal for El Azul; Liquor License Application for Kwik Star; FY 2025 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Casey's General Store #2788, 595 N. Kansas Avenue;

FY 2025 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Casey's General Store #3955, 245 S. Hwy 965; FY 2025 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Fareway Stores, Inc. #993; FY 2025 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Walgreens #11710; FY 2025 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for The Depot Express; FY 2025 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Kum & Go #507; FY 2025 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Smokin' Joe's Tobacco & Liquor Outlet #12; FY 2025 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for J & A Tap; FY 2025 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for LD Express; FY 2025 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Johncy's Liquor Store; FY 2025 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Urban Fuel; FY 2025 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Liberty View Wine & Spirits; FY 2025 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for The Station; FY 2025 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Green Leaf Tobacco and Vape; FY 2025 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Kwik Star City Hall Project, City Construction, Pay Application Number 13-R, \$243,807.63; Streets & Maintenance Facility – Interior Remodel, Peak Construction Group, Inc., Pay Application Number

4, \$161,316.70; and the attached list of Claims. After discussion, the vote was all ayes. Consent Agenda approved.

### **Public Comment**

Randy Belknap spoke regarding his invitation to elected officials to see property and eminent domain for the trail. Council recessed at 6:07 p.m. The meeting reconvened at 6:27 p.m. Mr. Belknap requested that Council come look at the property and remove the vote from July 9 City Council meeting.

### **City Engineer Report**

City Engineer Bilskemper reported on the Fox Run Pond Trail Project, the Streets and Maintenance Facility Remodel Project, Penn Meadow Park Parking Lot Project, the Penn Street Railroad Crossing Project and the West Penn Street Project.

### **City Administrator Report**

City Administrator Heiar reported on the indoor pool. He reminded all that fireworks are not allowed to be ignited in the city limits. North Liberty Blues and BBQ is Saturday, July 13. Council discussed the report with Heiar.

### **Mayor Report**

Mayor Hoffman reported he has met with homeowners on a couple of issues. He went to Washington DC with Heiar and Greater Iowa City.

### **Council Reports**

Councilor Leibold extended a welcome to new residents. He thanked city crews working in heat and humidity. He is working with the Mayor in support of local small businesses. He attended the State of the Airport and the first Farmer's Market.

### **Greater Iowa City, Inc.**

Nancy Bird, Mary Willie, Cady Gerlach, Austin Korn, and Mackenzie DeRoo presented information on Greater Iowa City, Inc. Council discussed the report.

### **Board & Commission Appointments**

Park moved, Sittig seconded to confirm the following Mayoral appointments:

**Planning and Zoning Commission:** Valerie Ward, Dave Willer(i)

**Board of Adjustment:** Aly Metzger

**Parks & Recreation Commission:** Kevin Smith, Donglin Chai(i), Gwen Johnson(i)

**Tree and Stormwater Board:** Daniel Green

**Library Board:** Scott Kramer, Brandy Greene

**Cemetery Board:** Derek Burns, Erika Wade (i).

The vote was ayes: Leibold, Park, Wayson, Sittig, Smith; nays - none. Appointments confirmed.

### **Iowa State Recreational Trails (SRT) Program Grant**

Wayson moved, Sittig seconded to approve Resolution Number 2024-70, A Resolution supporting the City of North Liberty application to the Iowa State Recreational Trails (SRT) Program. The vote was: ayes – Smith, Leibold, Park, Wayson, Sittig; nays – none. Motion carried.

### **FY 2025 Salaries and Wages**

Leibold moved, Wayson seconded to approve Resolution Number 2024-71, A Resolution authorizing salaries and hourly wages for City employees for the Fiscal Year of July 1, 2024 through June 30, 2025. The vote was: ayes – Wayson, Smith, Sittig, Park, Leibold; nays – none. Motion carried.

### **FY 2024 Transfers**

Wayson moved, Smith seconded to approve Resolution Number 2024-72, A Resolution approving additional transfers for the Fiscal Year ending June 30, 2024. After discussion, the vote was: ayes – Smith, Leibold, Park, Wayson, Sittig; nays – none. Motion carried.

### **Solomon's Landing Part Two**

Park moved, Sittig seconded to approve Resolution Number 2024-73, A Resolution releasing Surety and accepting improvements for Solomon's Landing Part Two in North Liberty, Iowa. The vote was: ayes – Smith, Sittig, Wayson, Leibold, Park; nays – none. Motion carried.

### **Solomon's Landing Part Three**

Park moved, Sittig seconded to approve Resolution Number 2024-74, A Resolution approving the Final Plat for Solomons Landing Part Three in North Liberty, Iowa. The vote was: ayes – Smith, Wayson, Park, Sittig, Leibold; nays – none. Motion carried.

### **Buck Moon Villas, LLC**

Sittig moved, Wayson seconded to approve the third consideration and adoption of Ordinance Number 2024-04, An Ordinance amending the Zoning Map District Designation for Certain Property located in North Liberty, Iowa from RS-6 Single-Unit Residential District to RM-12 Multi-Unit Residence District. The vote was: ayes – Sittig, Leibold, Wayson, Smith, Park; nays – none. Motion carried.

### **Primestone Residential Rezoning**

Sittig moved, Park seconded to approve the third consideration and adoption of Ordinance Number 2024-05, An Ordinance amending the Zoning Map District Designation for Certain Property located in North Liberty, Iowa from ID Interim Development District to C-2 Highway Commercial District on approximately 7.65 acres, to RM-12 Multi-Unit Residence District on 17.01 acres, to RM-8 Multi-Unit Residence District on approximately 9.18 acres, and to RS-6 Single-Unit Residence District on approximately 9.9 acres. The vote was: ayes – Smith, Sittig, Park, Leibold; nays – Wayson. Motion carried.

### **Old Business**

Councilor Sittig asked about the plan for maintenance and upgrades at the Recreation Center and Pool. Heiar discussed the issues with Council.

**New Business**

Councilor Wayson reported that fireworks will be in Penn Meadows Park on July 3 and Ranshaw Friday Concert Series has started. Councilor Smith is attending the 100+ Men/Women event at Field Day.

**Adjournment**

Sittig moved; Park seconded to adjourn at 7:26 p.m. The vote was all ayes. Meeting adjourned.

**CITY OF NORTH LIBERTY**

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

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



# AIA® Document G701® – 2017

## Change Order

|   |   |   |
|---|---|---|
| <b>PROJECT:</b> <i>(Name and address)</i><br>North Liberty Streets & Maintenance<br>Facility Interior Remodel - 2112301650<br>North Liberty, Iowa | <b>CONTRACT INFORMATION:</b><br>Contract For: General Construction<br><br>Date: December 14, 2023                   | <b>CHANGE ORDER INFORMATION:</b><br>Change Order Number: 01<br><br>Date: June 24, 2024  |
| <b>OWNER:</b> <i>(Name and address)</i><br>City of North Liberty<br>3 Quail Creek Circle<br>P.O. Box 77<br>North Liberty, Iowa 52317              | <b>ARCHITECT:</b> <i>(Name and address)</i><br>Shive-Hattery, Inc.<br>2839 Northgate Drive<br>Iowa City, Iowa 52245 | <b>CONTRACTOR:</b> <i>(Name and address)</i><br>Peak Construction Group, Inc.<br>660 Liberty Way, Unit C<br>North Liberty, Iowa 52317 |

### THE CONTRACT IS CHANGED AS FOLLOWS:

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

Additional layer of gypsum to interface shower edge with wall surface per PCO 01 - ADD \$867.01

Replace framed wall with framing that matches relocated door frame depth per PCO 02 - ADD \$2,016.29


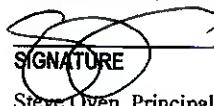
Additional electrical and piping work for relocated compressor and hand sink, new outlets, and raising natural gas pipe per PCO 03 - ADD \$8,380.49

|  |    |            |
|--|----|------------|
| The original Contract Sum was  | \$ | 608,000.00 |
| The net change by previously authorized Change Orders                    | \$ | 0.00       |
| The Contract Sum prior to this Change Order was                          | \$ | 608,000.00 |
| The Contract Sum will be increased by this Change Order in the amount of | \$ | 11,263.79  |
| The new Contract Sum including this Change Order will be                 | \$ | 619,263.79 |

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

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

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

|  |  |  |
|--|--|--|
| Shive-Hattery, Inc.<br>ARCHITECT <i>(Firm name)</i>  | Peak Construction Group, Inc.<br>CONTRACTOR <i>(Firm name)</i>                                   | City of North Liberty<br>OWNER <i>(Firm name)</i>        |
| <br>SIGNATURE | <br>SIGNATURE | <br>SIGNATURE  |
| Brian Gotwals, AIA<br>PRINTED NAME AND TITLE   | Steve Oyen, Principal<br>PRINTED NAME AND TITLE  | Ryan Hejar, City Administrator<br>PRINTED NAME AND TITLE |
| 06/24/2024<br>DATE   | 6/24/2024<br>DATE  | <br>DATE   |

**CHANGE ORDER**  
For Local Public Agency Projects

No.: 01

Accounting ID No. (5-digit number): \_\_\_\_\_

Project Number: 2112302580

Kind of Work: Roadway Construction

Local Public Agency: North Liberty

Contractor: Midwest Concrete, Inc.

Date Prepared: 7/01/2024

You are hereby authorized to make the following changes to the contract documents.

A - Description of change to be made:

- 35 - INTAKE ADJUST, MINOR - Add item, QTY 1 EA
- 36 - SUBDRAIN CONNECT TO EXISTING - Add item, QTY 1 EA

B - Reason for change:

- 35 - Extending pavement limits to address damaged pavement adjacent to east tie-in caused existing SW-501 grated intake top to need reset.
- 36 - Subdrain routing extended to SW-501 grated intake to match additional pavement repalcements and resulted in a new subrain outlet connection to the existing storm structure.

C - Settlement for cost(s) of change as follows with items addressed in Sections F and/or G:

- 35 - Agreed Unit Price
- 36 - Agreed Unit Price

D - Justification for cost(s) (See I.M. 3.805, Attachment D, Chapter 2.36, for acceptable justification):

- 35 - An agreed upon unit price for the work was established. Cost is considered reasonable for storm structure adjustments.
- 36 - An agreed upon unit price for the work was established. Cost is considered reasonable for connection of subdrain to existing intake structures and placement of rodent guard/subdrain outlet cap.

y

E - Contract time adjustment:     No Working Days added     Working Days added: \_\_\_\_\_     Unknown at this time

Justification for selection:

No working days charged for added work.


F - Items included in contract:


| Participating  |           |             | Item Description | For deductions enter as<br>"-x.xx" |                  | Amount<br>.xx |
|--|-----------|-------------|------------------|------------------------------------|------------------|---------------|
| Federal-aid  | State-aid | Line Number |                  | Unit Price<br>.xx                  | Quantity<br>.xxx |               |
|  |           |             |                  |                                    |                  |               |
|  |           |             |                  |                                    |                  |               |
|  |           |             |                  |                                    |                  |               |
| <input type="button" value="Add Row"/> <input type="button" value="Delete Row"/> |           |             |                  | TOTAL                              |                  |               |

G - Items not included in contract:

| Participating  |           |               | Item Description                | For deductions enter as<br>"-x.xx" |                  | Amount<br>.xx |
|--|-----------|---------------|---------------------------------|------------------------------------|------------------|---------------|
| Federal-aid  | State-aid | Change Number |                                 | Unit Price<br>.xx                  | Quantity<br>.xxx |               |
|  |           | 35            | INTAKE ADJUST, MINOR            | \$1,500.00                         | 1.000            | \$1,500.00    |
|  |           | 36            | SUBDRAIN CONNECTION TO EXISTING | \$500.00                           | 1.00             | \$500.00      |
|  |           |               |                                 |                                    |                  |               |
| <input type="button" value="Add Row"/> <input type="button" value="Delete Row"/> |           |               |                                 | TOTAL                              |                  | \$2,000.00    |

H. Signatures

Agreed:  7-2-24  
 Contractor Date

Recommended:  7/1/2024  
 Project Engineer Date

Approved: \_\_\_\_\_  
 Person in Responsible Charge Date

Other (optional) \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_





# MIDWEST CONCRETE INC.

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

24000 North Liberty Penn St RR Crossing

Payment Application #1

Date: 6/26/2024

|               | Qty   | Unit | Price | Original Amount | Previous Quantity | Previous Amount | Quantity this Estimate | Amt this Estimate | Quantity to Date | Total to Date |
|---------------|---|------|-------|-----------------|-------------------|-----------------|------------------------|-------------------|------------------|---------------|
| 1             | EXCAVATION, CLASS 10, ROADWAY AND BORROW                    | 154  | CY    | \$ 44.00        | \$ 6,776.00       | \$ -            | 154                    | \$ 6,776.00       | 154              | 6,776.00      |
| 2             | TOPSOIL, STRIP, SALVAGE AND SPREAD                          | 60   | CY    | \$ 24.75        | \$ 1,485.00       | \$ -            | 60                     | \$ 1,485.00       | 60               | 1,485.00      |
| 3             | MODIFIED SUBBASE  | 124  | CY    | \$ 49.00        | \$ 6,076.00       | \$ -            | 124                    | \$ 6,076.00       | 124              | 6,076.00      |
| 4             | STANDARD OR SLIP FORM PCC, C3 9"                            | 564  | SY    | \$ 81.50        | \$ 45,966.00      | \$ -            | 564                    | \$ 45,966.00      | 564              | 45,966.00     |
| 5             | FULL DEPTH PATCHES, PCC, C3 9"                              | 0    | SY    | \$ 93.00        | \$ -              | \$ -            | 0                      | \$ -              | 0                | -             |
| 6             | SUBDRAIN, LONGITUDINAL, (SHOULDER) 6" DIA.                  | 321  | LF    | \$ 13.00        | \$ 4,173.00       | \$ -            | 305                    | \$ 3,965.00       | 305              | 3,965.00      |
| 7             | SUBDRAIN CLEANOUT RISER                                     | 2    | EA    | \$ 528.00       | \$ 1,056.00       | \$ -            | 1                      | \$ 528.00         | 1                | 528.00        |
| 8             | SUBDRAIN OUTLET, SUDAS 4040.233                             | 5    | EA    | \$ 328.00       | \$ 1,640.00       | \$ -            | 4                      | \$ 1,312.00       | 4                | 1,312.00      |
| 9             | STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D (CL)         | 35   | LF    | \$ 95.00        | \$ 3,325.00       | \$ -            | 26                     | \$ 2,470.00       | 26               | 2,470.00      |
| 10            | REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36"           | 35   | LF    | \$ 42.00        | \$ 1,470.00       | \$ -            | 35                     | \$ 1,470.00       | 35               | 1,470.00      |
| 11            | REMOVAL OF PAVEMENT   | 647  | SY    | \$ 10.00        | \$ 6,470.00       | \$ -            | 647                    | \$ 6,470.00       | 647              | 6,470.00      |
| 12            | REMOVAL OF SIDEWALK   | 133  | SY    | \$ 15.00        | \$ 1,995.00       | \$ -            | 133                    | \$ 1,995.00       | 133              | 1,995.00      |
| 13            | REMOVAL OF INTAKES AND UTILITY ACCESSES                     | 2    | EA    | \$ 1,326.00     | \$ 2,652.00       | \$ -            | 2                      | \$ 2,652.00       | 2                | 2,652.00      |
| 14            | SIDEWALK, P.C. CONCRETE, 5"                                 | 90   | SY    | \$ 57.25        | \$ 5,152.50       | \$ -            | 90                     | \$ 5,152.50       | 90               | 5,152.50      |
| 15            | SIDEWALK, P.C. CONCRETE, 6"                                 | 73   | SY    | \$ 66.00        | \$ 4,818.00       | \$ -            | 73                     | \$ 4,818.00       | 73               | 4,818.00      |
| 16            | DETECTABLE WARNINGS - (CAST IRON DARK RED)                  | 52   | SF    | \$ 40.50        | \$ 2,106.00       | \$ -            | 52                     | \$ 2,106.00       | 52               | 2,106.00      |
| 17            | RAILROAD APPROACH SECTION, PCC                              | 50   | SY    | \$ 159.00       | \$ 7,950.00       | \$ -            | 50                     | \$ 7,950.00       | 50               | 7,950.00      |
| 18            | RAILROAD APPROACH SECTION, HMA (LL PELLING)                 | 28   | SY    | \$ 341.91       | \$ 9,573.48       | \$ -            | 24                     | \$ 8,205.84       | 24               | 8,205.84      |
| 19            | INTAKE, SW-541  | 2    | EA    | \$ 7,000.00     | \$ 14,000.00      | \$ -            | 2                      | \$ 14,000.00      | 2                | 14,000.00     |
| 20            | REMOVAL OF TYPE A SIGN (ATC)                                | 2    | EA    | \$ 103.00       | \$ 206.00         | \$ -            | 1                      | \$ 103.00         | 1                | 103.00        |
| 21            | PAINTED PAVEMENT MARKINGS, DURABLE (ATC)                    | 4.2  | STA   | \$ 1,802.50     | \$ 7,570.50       | \$ -            | 4.2                    | \$ 7,570.50       | 4.2              | 7,570.50      |
| 22            | PAINTED SYMBOLS AND LEGENDS, DURABLE (ATC)                  | 2    | EA    | \$ 515.00       | \$ 1,030.00       | \$ -            | 2                      | \$ 1,030.00       | 2                | 1,030.00      |
| 23            | TRAFFIC CONTROL (ATC)                                       | 1    | LS    | \$ 5,150.00     | \$ 5,150.00       | \$ -            | 1                      | \$ 5,150.00       | 1                | 5,150.00      |
| 24            | PORTABLE DYNAMIC MESSAGE SIGN (PDMS) (ATC)                  | 19   | CDAY  | \$ 128.75       | \$ 2,446.25       | \$ -            | 22                     | \$ 2,832.50       | 22               | 2,832.50      |
| 25            | MOBILIZATION  | 1    | LS    | \$ 25,000.00    | \$ 25,000.00      | \$ -            | 1                      | \$ 25,000.00      | 1                | 25,000.00     |
| 26            | SODDING (STEVENS EROSION)                                   | 54   | SQ    | \$ 103.00       | \$ 5,562.00       | \$ -            | 42                     | \$ 4,326.00       | 42               | 4,326.00      |
| 27            | COMPOST FILTER TUBE, 8-INCH DIA. (STEVENS EROSION)          | 620  | LF    | \$ 2.32         | \$ 1,438.40       | \$ -            | 0                      | \$ -              | 0                | -             |
| 28            | INLET PROTECTION, GRATED CURB INTAKE (STEVENS EROSION)      | 2    | EA    | \$ 180.25       | \$ 360.50         | \$ -            | 0                      | \$ -              | 0                | -             |
| 29            | INLET PROTECTION, OPEN THROAT CURB INTAKE (STEVENS EROSION) | 2    | EA    | \$ 113.30       | \$ 226.60         | \$ -            | 0                      | \$ -              | 0                | -             |
| 30            | CONCRETE WASHOUT  | 1    | LS    | \$ 1,000.00     | \$ 1,000.00       | \$ -            | 1                      | \$ 1,000.00       | 1                | 1,000.00      |
| 31            | MOBILIZATIONS, EROSION CONTROL (STEVENS EROSION)            | 3    | EA    | \$ 309.00       | \$ 927.00         | \$ -            | 0                      | \$ -              | 0                | -             |
| 32            | LAVA ROCK MULCH (INSTALLATION) (STEVENS EROSION)            | 7    | TN    | \$ 77.25        | \$ 540.75         | \$ -            | 7                      | \$ 540.75         | 7                | 540.75        |
| 33            | LIMESTONE EDGING (STEVENS EROSION)                          | 34   | LF    | \$ 20.60        | \$ 700.40         | \$ -            | 34                     | \$ 700.40         | 34               | 700.40        |
| 34            | RAILROAD TRACK PROTECTIONS                                  | 10   | EA    | \$ 288.40       | \$ 2,884.00       | \$ -            | 10                     | \$ 2,884.00       | 10               | 2,884.00      |
| 35            | Intake Adjust, Minor  | 1    | EA    | \$ 1,500.00     | \$ 1,500.00       | \$ -            | 1                      | \$ 1,500.00       | 1                | 1,500.00      |
| 36            | Subdrain Connect to Existing                                | 1    | EA    | \$ 500.00       | \$ 500.00         | \$ -            | 1                      | \$ 500.00         | 1                | 500.00        |
| <b>TOTALS</b> |   |      |       | \$ 183,726.38   | \$ -              | \$ 176,534.49   |                        |                   |                  |               |

5% Retainage \$ - \$ 8,826.72 \$ -  
 Previous Payments: - Total this Period: \$ 167,707.77

Shive Hattery  
  
 7/3/2024  
 Project Engineer Date

Midwest Concrete Inc.  
  
 6/26/2024  
 Project Manager Date

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 3 PAGES

TO OWNER: City of North Liberty PROJECT: West Penn Street Improvements APPLICATION NO.: 3  
 PERIOD TO: 6-26-24  
 PROJECT NOS.:  
 FROM CONTRACTOR: Peterson Contractors, Inc. VIA ARCHITECT: CONTRACT DATE: 2-29-24  
 104 Blackhawk Street  
 P.O. Box A  
 Reinbeck, IA 50669  
 DISTRIBUTION TO:  
 OWNER  
 ARCHITECT  
 CONTRACTOR  
 CONTRACT FOR: Street Improvements

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

|  |    |                             |
|--|----|-----------------------------|
| 1 ORIGINAL CONTRACT SUM                  | \$ | <u>933,835.00</u>           |
| 2 Net by Change Orders                   | \$ | <u>(7,859.84)</u>           |
| 3 CONTRACT SUM TO DATE                   | \$ | <u>925,975.16</u>           |
| 4 TOTAL COMPLETED AND STORED TO DATE     | \$ | <u>795,129.29</u>           |
| 5 RETAINAGE:                             |    |                             |
| a. 5% of Completed work                  | \$ | <u>39,756.46</u>            |
| b. % of Stored Materials                 |    | <u>                    </u> |
| Total Retainage                          | \$ | <u>39,756.46</u>            |
| 6 TOTAL EARNED LESS RETAINAGE            | \$ | <u>755,372.83</u>           |
| 7 LESS PREVIOUS CERTIFICATES FOR PAYMENT | \$ | <u>137,507.77</u>           |
| 8 CURRENT PAYMENT DUE                    | \$ | <u>617,865.06</u>           |
| 9 BALANCE TO FINISH, INCLUDING RETAINAGE | \$ | <u>170,602.33</u>           |

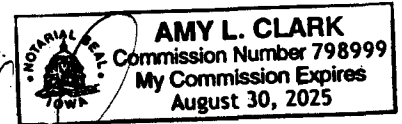
| CHANGE ORDER SUMMARY                               | ADDITIONS   | DEDUCTIONS    |
|--|-------------|---------------|
| Total changes approved in previous months by Owner | \$ 8,241.02 | \$ 16,100.86  |
| Total approved this Month                          |             |               |
| TOTALS   | \$ 8,241.02 | \$ 16,100.86  |
| NET CHANGES by Change Order                        |             | \$ (7,859.84) |

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

CONTRACTOR: Peterson Contractors Inc.  
 By: [Signature] Date: 6/26/2024

State of: Iowa  
 County of: Grundy

Subscribed and sworn to before me this 26th day of June, 2024.



Notary Public: [Signature]  
 My commission expires: 8-30-25

## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 617,865.06

ARCHITECT: [Signature] Date: 7/3/2024

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



# **Alcohol and Public Places Ordinance**

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING CHAPTERS 45 AND 47 OF THE  
NORTH LIBERTY CODE OF ORDINANCES REGARDING THE CONSUMPTION  
AND SALE OF ALCOHOL IN AUTHORIZED PUBLIC AREAS

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

**SECTION 1. AMENDMENT OF PUBLIC CONSUMPTION ORDINANCE.** Chapter 45.02 of the North Liberty Code of Ordinances is amended to read as follows:

45.02 PUBLIC CONSUMPTION OR INTOXICATION.

1. As used in this section unless the context otherwise requires:

A. "Alcoholic beverage" means any alcoholic liquor, wine or beer.

B. "Agreement" means the official agreement between the city and an authorized entity to sell, ~~serve, consume and~~ possess, ~~and/or consume~~ alcoholic beverages on an authorized site. ~~An agreement which allows the sale or service of alcoholic beverages, which shall~~ includes, at a minimum, the following provisions:

(1) Authorized Site Description: Both a written description and a physical illustration of the authorized site.

(2) Dramshop Insurance: The authorized entity shall provide proof that it is in compliance with ~~the all applicable~~ liability insurance requirements of Iowa Code section 123.92, as amended.

(3) Indemnification: The authorized entity shall pay on behalf of the city all sums which the city shall be obligated to pay by reason of any liability imposed upon the city for damages of any kind resulting from the sale ~~or service~~ of alcoholic beverages on the authorized site, whether sustained by any person or persons, caused by accident or otherwise and shall defend at its own expense and on behalf of the city any claim against the city arising out of the use of the authorized site or consumption of alcoholic beverages on the authorized site.

(4) Inspection: City staff, including the police department, may periodically inspect the authorized site without any prior notice to the authorized entity for the purpose of enforcing the terms of the agreement.

(5) License: The authorized entity has a state ~~license licensing necessary to sell beer and/or wine~~ provide the alcoholic beverages being served or sold for the term of the agreement.

(6) Premises Insurance: The authorized entity, ~~when required by law to obtain state licensure pursuant to subparagraph 5 above,~~ shall provide a

certificate of insurance for reasonable general liability and casualty insurance coverage, naming the city of North Liberty as an additional insured. The authorized entity shall provide thirty (30) days' notice to the city before cancellation of said insurance.

C. "Arrest" means the same as defined in Section 804.5 of the Code of Iowa and includes taking into custody pursuant to Section 232.19 of the Code of Iowa.

D. "Authorized entity" means an entity granted permission to sell, serve, possess and/or consume alcoholic beverages pursuant to an agreement with the City under this section, or the holder of a special event permit issued pursuant to Section 171.03(2) of the North Liberty Code of Ordinances, which permit specifically allows the sale, service, consumption and/or possession of alcohol on public property and/or within public ~~right-right-~~of-way.

E. "Authorized site" means a precisely described area in a park, ~~on~~ within a public ~~right-right-~~of-way, on city grounds or within a city building over which the authorized entity has control for specified hours on specified days pursuant to a special event permit or written agreement with the city.

F. "Chemical test" means a test of a person's blood, breath, or urine to determine the percentage of alcohol present by a qualified person using devices and methods approved by the Commissioner of Public Safety.

G. "Peace officer" means the same as defined in Section 801.4 of the Code of Iowa.

H. "School" means a public or private school or that portion of a public or private school which provides teaching for any grade from kindergarten through grade twelve.

2. Restrictions on public use or consumption of alcohol:

A. A person shall not use or consume any alcoholic beverage upon any public street, ground, park, building, highway, sidewalk, alley, or public right of way in the city, except if said person has obtained said alcoholic beverage from an "authorized entity", and is on an "authorized site", as those terms are defined in this section. A person shall not use or consume any alcoholic beverage in any public place, except premises covered by a license or permit, and when applicable, a public right of way easement agreement.

B. The city may enter into a written agreement with an authorized entity that allows for the sale, service, or distribution of alcoholic beverages in a city park, on public right of way, or on city grounds. The term of said agreement shall not exceed thirty (30) days.

C. A person shall not possess or consume any alcoholic beverage on public school property or while attending any public or private school-related function.

3. A person shall not be intoxicated or simulate intoxication in a public place.
4. When a peace officer arrests a person on a charge of public intoxication under this section, the peace officer shall inform the person that the person may have a chemical test administered at the person's own expense. If a device approved by the Commissioner of Public Safety for testing a sample of a person's breath to determine the person's blood alcohol concentration is available, that is the only test that need be offered the person arrested. In a prosecution for public intoxication, evidence of the results of a chemical test performed under this subsection is admissible upon proof of a proper foundation. The percentage of alcohol present in a person's blood, breath, or urine established by the results of a chemical test performed within two hours after the person's arrest on a charge of public intoxication is presumed to be the percentage of alcohol present at the time of arrest.

**SECTION 2. AMENDMENT OF ORDINANCE.** Chapter 47.05 of the North Liberty Code of Ordinances is amended to read as follows:

47.05 PARKS CLOSED.

No person, except those camping in designated areas, or otherwise authorized by special event permit or written agreement with the City, shall enter or remain within any park between the hours of 10:00 p.m. and sunrise. No person shall enter or remain within any dog park facility or off-leash area between dusk (defined for these purposes as 60 minutes after sunset) and dawn (defined for these purposes as 60 minutes prior to sunrise).

**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 consideration on \_\_\_\_\_, 2024.

Second consideration on \_\_\_\_\_, 2024.

Third and final consideration 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

**Ordinance No. 2024-06**

**AN ORDINANCE AMENDING CHAPTERS 45 AND 47 OF THE  
NORTH LIBERTY CODE OF ORDINANCES REGARDING THE  
CONSUMPTION AND SALE OF ALCOHOL IN AUTHORIZED  
PUBLIC AREAS**

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

**SECTION 1. AMENDMENT OF PUBLIC CONSUMPTION ORDINANCE.** Chapter 45.02 of the North Liberty Code of Ordinances is amended to read as follows:

45.02 PUBLIC CONSUMPTION OR INTOXICATION.

1. As used in this section unless the context otherwise requires:

A. "Alcoholic beverage" means any alcoholic liquor, wine or beer.

B. "Agreement" means the official agreement between the city and an authorized entity to sell, serve, possess, and/or consume alcoholic beverages on an authorized site. An agreement which allows the sale or service of alcoholic beverages shall include, at a minimum, the following provisions:

(1) Authorized Site Description: Both a written description and a physical illustration of the authorized site.

(2) Dramshop Insurance: The authorized entity shall provide proof that it is in compliance with all applicable liability insurance requirements of Iowa Code section 123.92, as amended.

(3) Indemnification: The authorized entity shall pay on behalf of the city all sums which the city shall be obligated to pay by reason of any liability imposed upon the city for damages of any kind resulting from the sale or service of alcoholic beverages on the authorized site, whether sustained by any person or persons, caused by accident or otherwise and shall defend at its own expense and on behalf of the city any claim against the city arising out of the use of the authorized site or consumption of alcoholic beverages on the authorized site.

(4) Inspection: City staff, including the police department, may periodically inspect the authorized site without any prior notice to the authorized entity for the purpose of enforcing the terms of the agreement.

(5) License: The authorized entity has a state licensing necessary to provide the alcoholic beverages being served or sold for the term of the agreement.

(6) Premises Insurance: The authorized entity, when required by law to obtain state licensure pursuant to subparagraph 5 above, shall provide a



certificate of insurance for reasonable general liability and casualty insurance coverage, naming the city of North Liberty as an additional insured. The authorized entity shall provide thirty (30) days' notice to the city before cancellation of said insurance.

C. "Arrest" means the same as defined in Section 804.5 of the Code of Iowa and includes taking into custody pursuant to Section 232.19 of the Code of Iowa.

D. "Authorized entity" means an entity granted permission to sell, serve, possess and/or consume alcoholic beverages pursuant to an agreement with the City under this section, or the holder of a special event permit issued pursuant to Section 171.03(2) of the North Liberty Code of Ordinances, which permit specifically allows the sale, service, consumption and/or possession of alcohol on public property and/or within public right-of-way.

E. "Authorized site" means a precisely described area in a park, within a public right-of-way, on city grounds or within a city building over which the authorized entity has control for specified hours on specified days pursuant to a special event permit or written agreement with the city.

F. "Chemical test" means a test of a person's blood, breath, or urine to determine the percentage of alcohol present by a qualified person using devices and methods approved by the Commissioner of Public Safety.

G. "Peace officer" means the same as defined in Section 801.4 of the Code of Iowa.

H. "School" means a public or private school or that portion of a public or private school which provides teaching for any grade from kindergarten through grade twelve.

2. Restrictions on public use or consumption of alcohol:

A. A person shall not use or consume any alcoholic beverage upon any public street, ground, park, building, highway, sidewalk, alley, or public right of way in the city, except if said person has obtained said alcoholic beverage from an "authorized entity", and is on an "authorized site", as those terms are defined in this section. A person shall not use or consume any alcoholic beverage in any public place, except premises covered by a license or permit, and when applicable, a public right of way easement agreement.

B. The city may enter into a written agreement with an authorized entity that allows for the sale, service, or distribution of alcoholic beverages in a city park, on public right of way, or on city grounds. The term of said agreement shall not exceed thirty (30) days.

C. A person shall not possess or consume any alcoholic beverage on public school property or while attending any public or private school-related function.

3. A person shall not be intoxicated or simulate intoxication in a public place.
4. When a peace officer arrests a person on a charge of public intoxication under this section, the peace officer shall inform the person that the person may have a chemical test administered at the person's own expense. If a device approved by the Commissioner of Public Safety for testing a sample of a person's breath to determine the person's blood alcohol concentration is available, that is the only test that need be offered the person arrested. In a prosecution for public intoxication, evidence of the results of a chemical test performed under this subsection is admissible upon proof of a proper foundation. The percentage of alcohol present in a person's blood, breath, or urine established by the results of a chemical test performed within two hours after the person's arrest on a charge of public intoxication is presumed to be the percentage of alcohol present at the time of arrest.

**SECTION 2. AMENDMENT OF ORDINANCE.** Chapter 47.05 of the North Liberty Code of Ordinances is amended to read as follows:

**47.05 PARKS CLOSED.**

No person, except those camping in designated areas, or otherwise authorized by special event permit or written agreement with the City, shall enter or remain within any park between the hours of 10:00 p.m. and sunrise. No person shall enter or remain within any dog park facility or off-leash area between dusk (defined for these purposes as 60 minutes after sunset) and dawn (defined for these purposes as 60 minutes prior to sunrise).

**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 consideration on \_\_\_\_\_, 2024.

Second consideration on \_\_\_\_\_, 2024.

Third and final consideration 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



# **Sanctuary Preliminary Plat**



July 2, 2024

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

Request of Primestone Residential to approve a Preliminary Subdivision Plat for a 30-lot subdivision on approximately 43.7 acres. The property is generally located on the north side of West Forevergreen Road approximately 150 feet west of Covered Bridge Boulevard.

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its July 2, 2024 meeting. The Planning Commission took the following action:

**Findings:**

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

**Recommendation:**

The Planning Commission accepted the listed finding and forwards the preliminary subdivision plat to the City Council with a recommendation for approval.

The vote for approval was 5-0.

Amy Yotty, Chairperson  
City of North Liberty Planning Commission



To **City of North Liberty Planning Commission**  
 From **Ryan Rusnak, AICP**  
 Date **June 27, 2024**  
 Re **Request of Primestone Residential to approve a Preliminary Subdivision Plat for a 30-lot subdivision on approximately 43.7 acres. The property is generally located on the north side of West Forevergreen Road approximately 150 feet west of Covered Bridge Boulevard.**

North Liberty City staff has reviewed the subject submission, and offer comments presented in this memo.

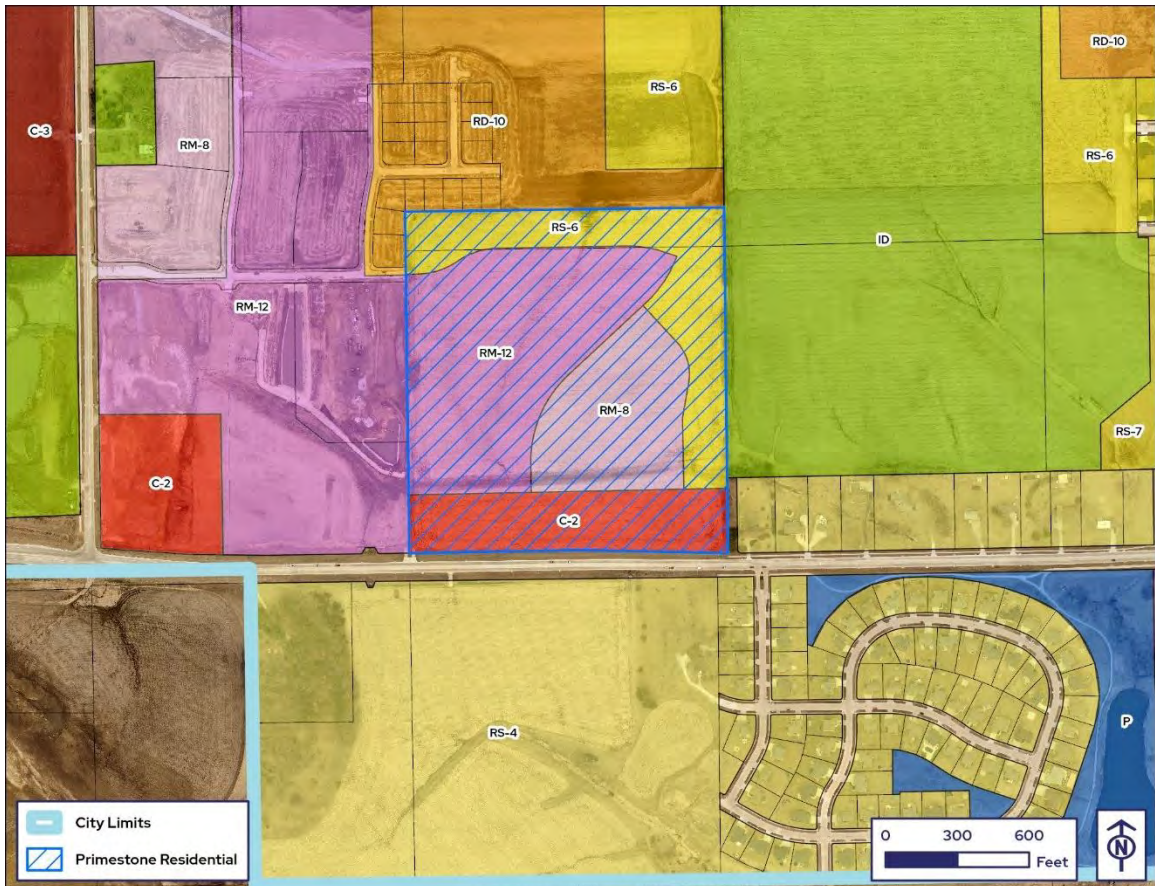
### 1. Request Summary:

The Preliminary Plat proposes 30 lots on approximately 43.7 acres.



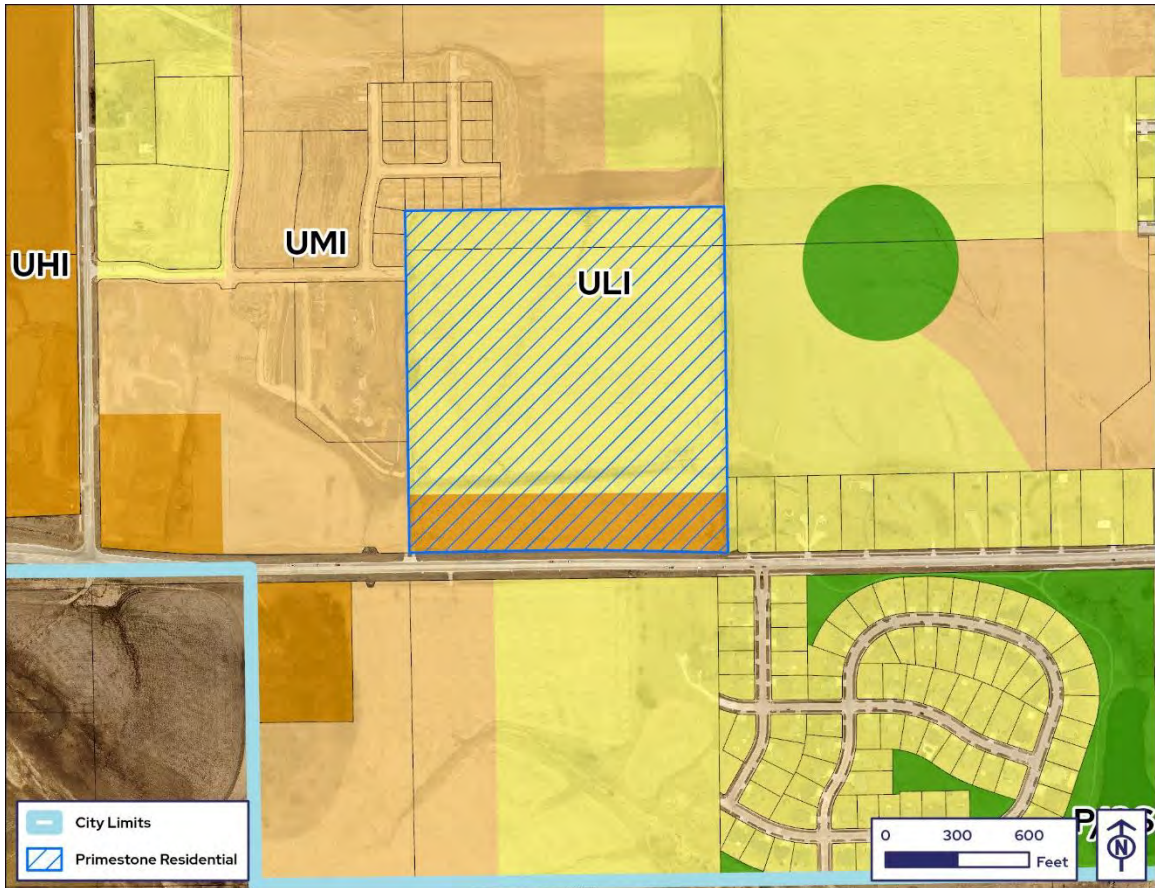
## 2. Current Zoning:

- A. C-2 Highway Commercial District. The C-2 District is intended to provide for those commercial uses which may take particular advantage of a highway location and/or due to size or other nuisance constraints may be incompatible with the predominantly retail uses permitted in the C-1-A and C-1-B Commercial Districts, and whose service area is not confined to any one neighborhood or community.
- B. RM-8 & RM-12 Multi-Unit Residence District. The RM-8 & RM-12 Districts are intended to provide and maintain medium-density, multiple-unit housing residential neighborhoods. Limited non-residential uses that are compatible with the surrounding residential neighborhoods may be permitted in the RM-12 District.
- C. RS-6 Single-Unit Residence District. The RS-6 District is intended to provide for and maintain moderate density single-unit residential neighborhoods. Limited non-residential uses that are compatible with the surrounding residential neighborhoods may be permitted in the RS-6 District.



## 2. Comprehensive Plan Future Land Use Map Designation:

Urban Low Intensity and Urban High Intensity. The proposed preliminary plat would achieve consistency with the Future Land Use Map.



## 4. Public Input:

A virtual good neighbor meeting was held on April 5, 2024. A couple of people outside of City staff and the applicant attended the meeting. Staff contacted representatives of the Fox Valley Subdivision and informed them of the request and the meeting. There is one formal objection to the request.

Notably, the request has changed since the initial application and good neighbor meeting. The request has changed to include RS-6 along the northern and eastern edges of the property and RM-12 along the central and western part of the property.

## 5. Approval Standards:

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

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



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

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

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

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

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

(3) *Legal description and acreage;*

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

(4) *Name and address of owner;*

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

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

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

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

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

(7) *North point and graphic scale;*

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

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

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

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

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

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

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

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

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

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

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

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

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

(14) Grades of proposed streets and alleys;

**This has been provided on the Preliminary Plat. However, no new streets are proposed.**

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

**No new streets are proposed.**

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

**No water or sanitary mains are proposed.**

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

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

(18) Stormwater management facilities when applicable;

**There is an off-site stormwater management facility.**

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

**This information has been provided.**

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

**None required.**

## 6. Additional information:

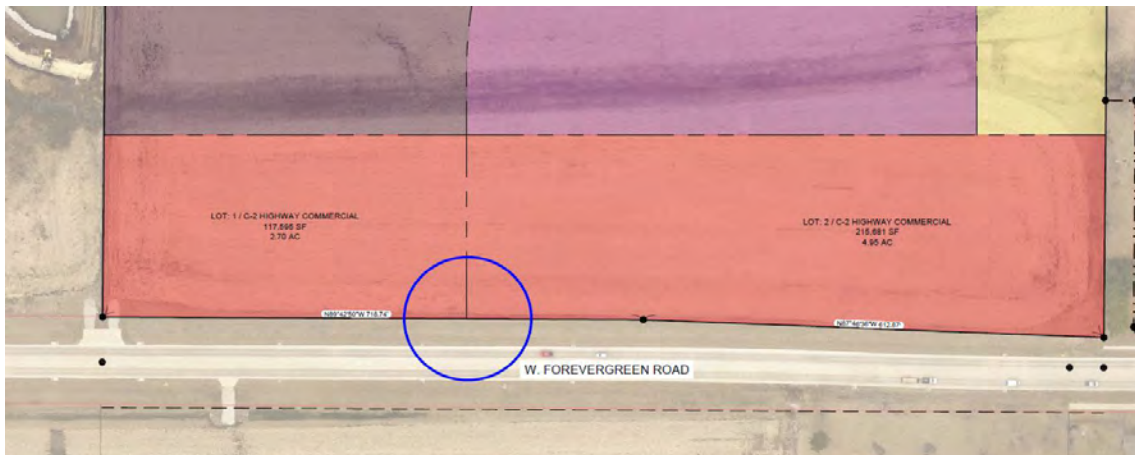
### Proposed Density

The subdivision plat proposes the following:

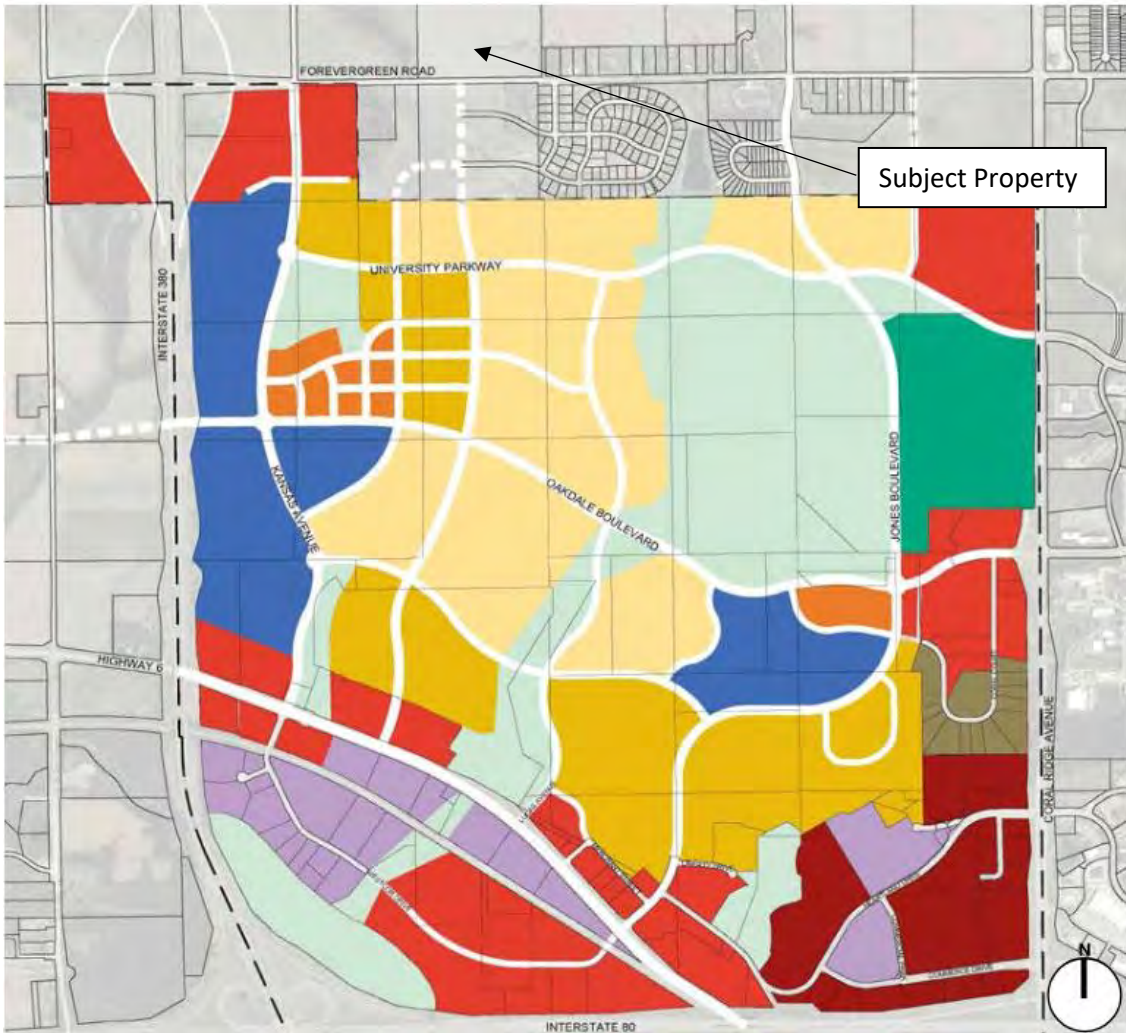
- Lots 1 – 2: C-2 Highway Commercial District on 7.09 acres.
- Lot 3: RM-12 Multi-Unit Residence District on 15.52 acres. Up to 186 dwelling units.
- Lot 4: RM-8 Multi-Unit Residence District on 7.41 acres. Up to 59 dwelling units.
- Lots 5 – 31: RS-6 Single-Unit Residence District. 27 dwelling units.

### Alexander Way

A primary consideration for the development of this property is the proposed location of Alexander Way, which would be a collector street. City staff examined possible locations based on sight clearances and distances to other existing and planned street intersections. Alexander Way would be extended south of Forevergreen Road and ultimately into Coralville to connect to its roadway network. North Liberty and Coralville staff met to discuss the location of this intersection and to plan in a cooperative manner. It's possible that this could be a signalized intersection at some point in the future.

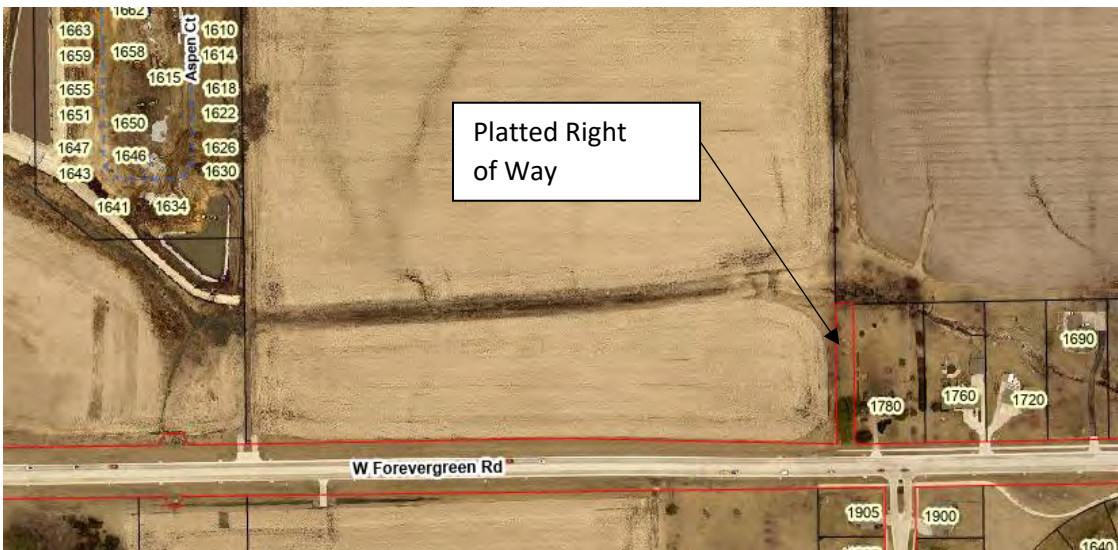


Approximate location of proposed Alexander Way and Forevergreen Road



Coralville West Land Use Area Master Plan

There is a 40' wide area platted for a future road adjacent to the southeast portion of this property. However, due to its proximity to Covered Bridge Boulevard, this would not be a suitable location for a street connection.



Considering Alexander Way would be a collector street with an 8' wide trail on one side, staff would restrict the number of driveway accesses of that street. Multi-unit residences and townhouses with rear loaded vehicle access would be acceptable for development.

#### Harlen Street

Another primary consideration for the development is the extension of Harlen Street from Forevergreen Estates at the west and extending the street to the east property line.

An early area-wide concept showed another public street connection south of Harlen Street, but staff doesn't deem this as necessary.

### **7. Staff Recommendation:**

#### Findings:

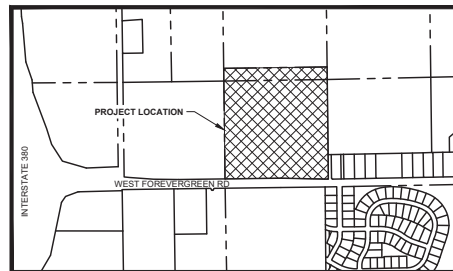
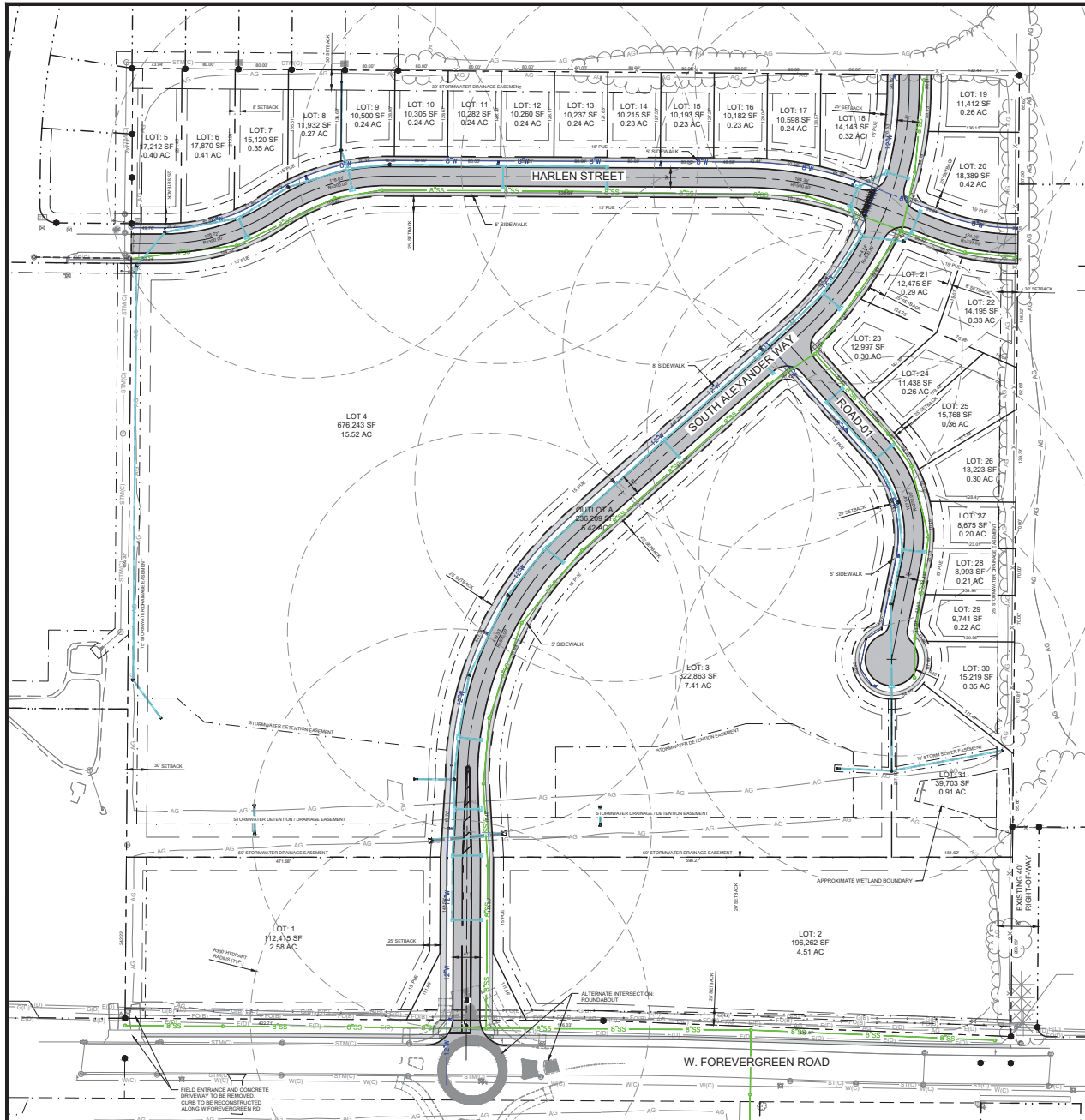
1. The preliminary plat, which proposes commercial development, would achieve consistency with the Comprehensive Plan Future Land Map designation of Urban High Intensity; and
2. The preliminary plat would achieve consistency with Section 180.11(3)(A) and 180.12 of the North Liberty Code of Ordinances,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

#### Recommendation:

Staff recommends the Planning Commission accept the two listed findings and forward the request of Primestone Residential to approve a Preliminary Subdivision Plat for a 30-lot subdivision on approximately 43.7 acres. to the City Council with a recommendation for approval.

#### Suggested motion:

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



## THE SANCTUARY AT NORTH BEND PRELIMINARY PLAT

LEGAL DESCRIPTION OF PROPERTY IS AN EXCERPT FROM WARRANTY DEED TO COLONY, INC. (MAY 26, 1961) FILED IN BOOK 248, PAGE 548 OF THE RECORDS OF JOHNSON COUNTY, IOWA - DESCRIPTION OF RECORD.  
 THE SOUTH 46 ACRES OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 80 NORTH, RANGE 7 WEST OF THE 5<sup>TH</sup> P.M. AND ALSO SUBJECT TO ALL OTHER EASEMENTS AND ENCUMBRANCES OF RECORD.  
 NOW EXCEPTING RIGHT OF WAY CONTAINING 1.70 ACRES AS RECORDED IN WARRANTY DEED FILED IN BOOK 5733, PAGE 359 OF THE RECORDS OF JOHNSON COUNTY, IOWA.

| EXISTING ZONING: ID - INTERIM DEVELOPMENT |        |                 |      |      |
|---|--------|-----------------|------|------|
| LOT                                       | ZONING | PROPOSED ZONING |      |      |
|   |        | FRONT           | SIDE | REAR |
| LOTS 1-2                                  | C-2    | 25'             | 10'  | 20'  |
| LOTS 5-31                                 | RS-6   | 25'             | 8'   | 30'  |
| LOT 3                                     | RM-8   | 25'             | 15'  | 30'  |
| LOT 4                                     | RM-12  | 25'             | 15'  | 30'  |

### DEVELOPMENT TOTALS

|   |           |
|---|-----------|
| TOTAL AREA (ACRES)                                    | 43.7      |
| <b>SINGLE FAMILY (RS-6) - LOT 5 - 31</b>              |           |
| TOTAL UNITS   | 27        |
| <b>MULTI-FAMILY (RM-12) - WEST OF ALEXANDER DRIVE</b> |           |
| TOTAL LOT SIZE (ACRES)                                | +/- 15.52 |
| TOTAL ALLOWABLE DWELLING UNITS                        | 186       |
| TOTAL DENSITY (DU/AC)                                 | 12.0      |
| <b>MULTI-FAMILY (RM-8) - EAST OF ALEXANDER DRIVE</b>  |           |
| TOTAL AREA SIZE (ACRES)                               | +/- 7.41  |
| TOTAL ALLOWABLE DWELLING UNITS                        | 59        |
| TOTAL DENSITY (DU/AC)                                 | 8.0       |
| <b>COMMERCIAL LOTS</b>                                |           |
| LOT 1: TOTAL SIZE (ACRES)                             | +/- 2.58  |
| LOT 2: TOTAL SIZE (ACRES)                             | +/- 4.51  |

**APPLICANT:**  
 PRIMESTONE RESIDENTIAL, LLC  
 CONTACT: DAVID TRANDEL  
 ADDRESS: 120 NORTH LASALE STREET, SUITE 3200  
 CHICAGO, IL 60602

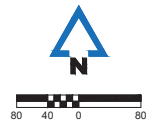
**ENGINEER:**  
 MCCLURE ENGINEERING COMPANY  
 CONTACT: BRYCE ACHEN  
 ADDRESS: 2229 E GRANTVIEW LANE, SUITE 2  
 CORALVILLE, IA 52241

**APPLICANT'S ATTORNEY:**  
 LAW OFFICE OF EDWIN GAUSSELIN  
 CONTACT: EDWIN GAUSSELIN  
 ADDRESS: 2939 LAKE SHORE DRIVE  
 LONG BEACH, IL 46360

- NOTES:**
- ALL EASEMENTS ARE 15' PUBLIC UTILITY EASEMENTS UNLESS NOTED OTHERWISE
  - DEVELOPER SHALL BE RESPONSIBLE FOR EXPLORATORY DIGGING ALONG PERIMETER OF THE SUBDIVISION TO LOCATE EXISTING FIELD TILES, DESIGN, AND CONNECT EXISTING TILES TO THE PROPOSED STORM SEWER SYSTEM TO ENSURE THAT EXISTING FIELD TILES REMAIN IN SERVICE
  - OUTLOT A TO BE DEDICATED TO THE CITY OF NORTH LIBERTY AS RIGHT-OF-WAY
  - LOT 1 & LOT 2 SHALL NOT HAVE DIRECT ACCESS TO FOREVERGREEN ROAD

### UTILITY LEGEND

|      |                                     |
|------|-------------------------------------|
| SS   | EXISTING SANITARY SEWER             |
| FW   | EXISTING SANITARY SEWER FORCE MAIN  |
| ST   | EXISTING STORM SEWER                |
| W    | EXISTING WATER LINE                 |
| E    | EXISTING UNDERGROUND ELECTRIC       |
| ONE  | EXISTING OVERHEAD ELECTRIC          |
| C    | EXISTING UNDERGROUND COMMUNICATIONS |
| OHC  | EXISTING OVERHEAD COMMUNICATIONS    |
| T    | EXISTING UNDERGROUND TELEPHONE      |
| OHT  | EXISTING OVERHEAD TELEPHONE         |
| FO   | EXISTING UNDERGROUND FIBER OPTIC    |
| OFO  | EXISTING OVERHEAD FIBER OPTIC       |
| CA   | EXISTING UNDERGROUND CABLE          |
| OCA  | EXISTING OVERHEAD CABLE             |
| G    | EXISTING GAS                        |
| SUB  | EXISTING SUBDRAIN                   |
| IC   | INTERMEDIATE CONTOUR                |
| OC   | INDEX CONTOUR                       |
| PL   | PROPERTY LINE                       |
| SL   | SECTION LINE                        |
| CS   | EASEMENT                            |
| EF   | EXISTING FENCE                      |
| ET   | EXISTING EDGE OF TREES              |
| NSWL | NEW STORM SEWER LINE                |
| 8"   | NEW WATER SERVICE LINE              |
| 8"   | NEW SANITARY SEWER LINE             |
| 499  | PROPOSED MINOR CONTOUR              |
| 500  | PROPOSED MAJOR CONTOUR              |



2229 E Grantview Ln Suite 2  
 Coralville, Iowa 52241  
 P 319-526-9090

Ankeny, IA | Carroll, IA  
 Cedar Rapids, IA | Clive, IA  
 Coralville, IA | Council Bluffs, IA  
 Fort Dodge, IA | Sioux City, IA  
 Columbia, MO | Mason, MO  
 North Kansas City, MO | Springfield, MO  
 Lenexa, KS  
 Portsmouth, NH

**NOTICE:**  
 McClure Engineering Co. is not responsible or liable for any issues, claims, damages, or losses (collectively, "Losses") which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for Losses which arise from failure to obtain and/or follow the engineers' or surveyors' guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities, or conflicts contained within the Plans and Specifications.

IOWA CERTIFICATE OF AUTHORITY NO. 26887

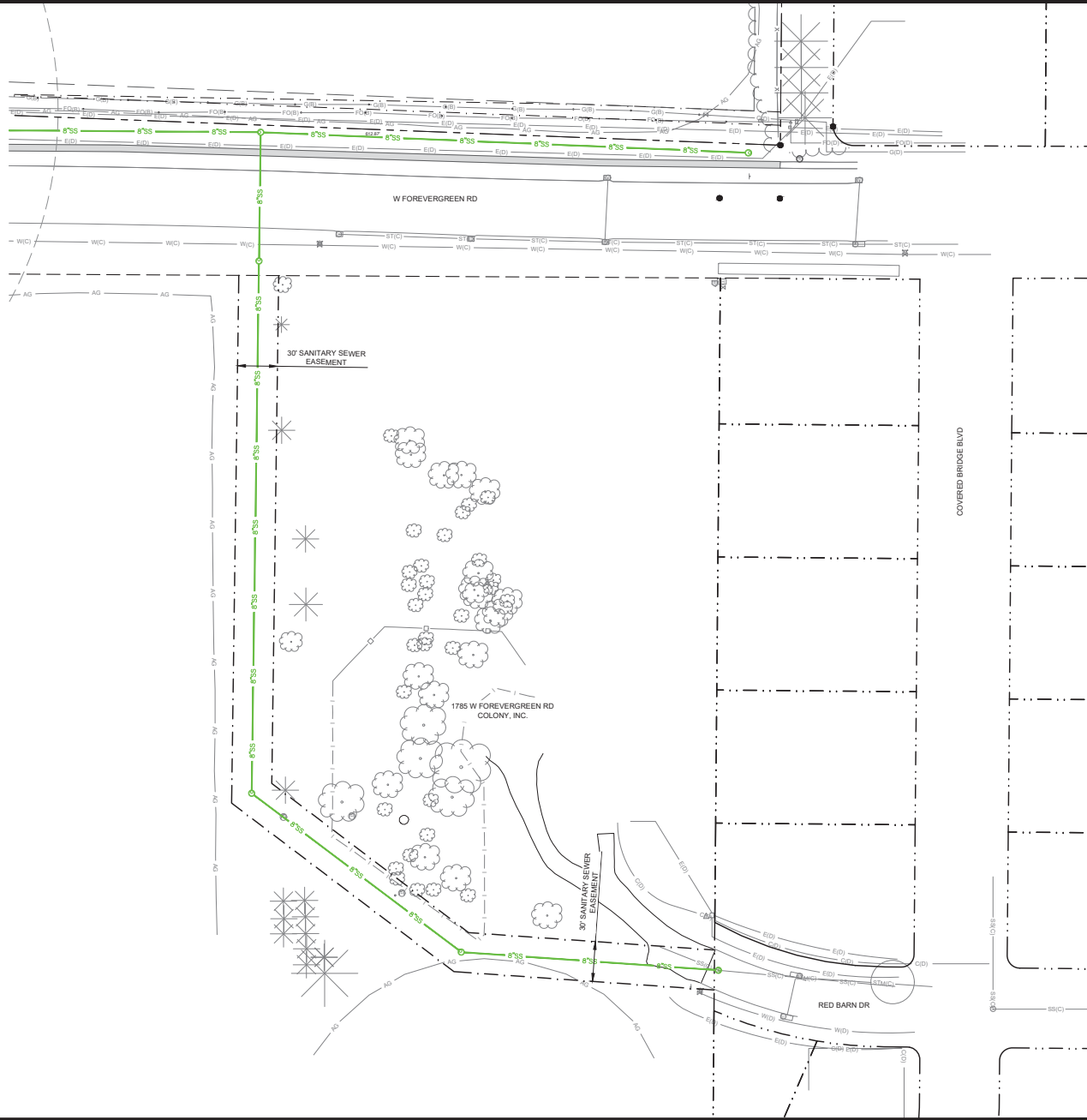
REVISIONS

PROJECT INFO  
 2023001823

ENGINEER DRAWN BY CHECKED BY  
 LL BA LL

THE SANCTUARY AT NORTH BEND  
 PRELIMINARY PLAT  
 NORTH LIBERTY, IA  
 OVERALL SITE LAYOUT

DRAWING NO.  
 01 OF 03



Ankeny, IA | Carroll IA  
 Cedar Rapids, IA | Clive, IA  
 Coralville, IA | Council Bluffs, IA  
 Fort Dodge, IA | Sioux City, IA  
 Columbia, MO | Macon, MO  
 North Kansas City, MO | Springfield, MO  
 Lenexa, KS  
 Portsmouth, NH

**NOTICE:**  
 McClure Engineering Co. is not responsible or liable for any issues, claims, damages, or losses (collectively, "Losses") which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for Losses which arise from failure to obtain and/or follow the engineers' or surveyors' guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities, or conflicts contained within the Plans and Specifications.

IOWA CERTIFICATE OF AUTHORITY NO. 26887

REVISIONS

| NO. | DESCRIPTION |
|-----|-------------|
|     |             |
|     |             |
|     |             |
|     |             |

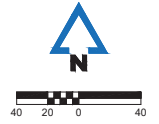
PROJECT INFO  
 2023001823

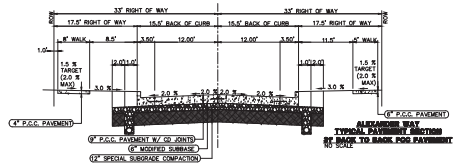
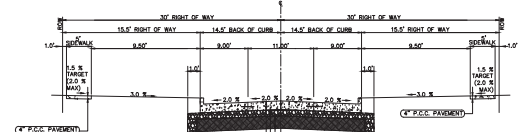
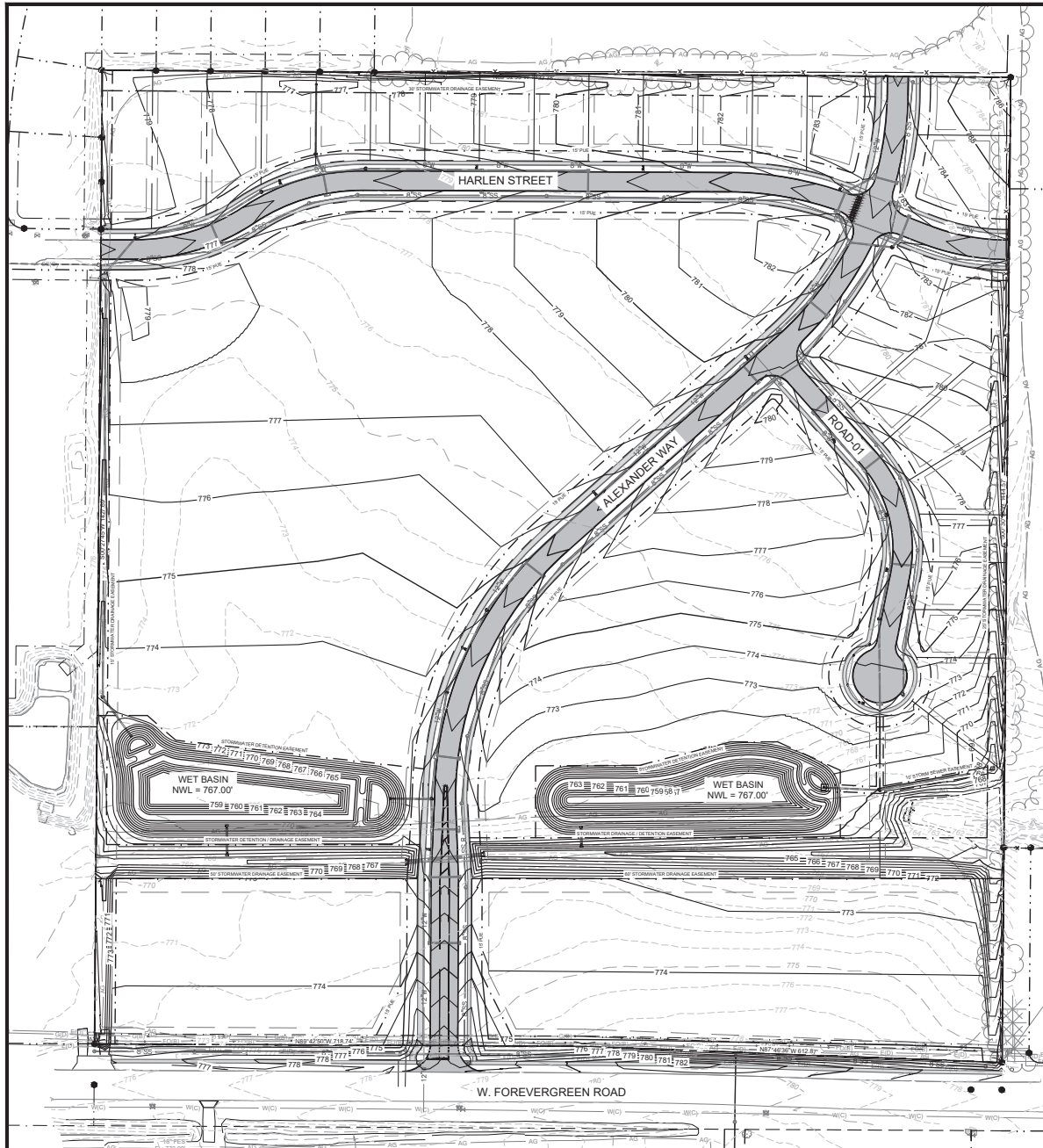
ENGINEER    DRAWN BY    CHECKED BY  
 LL            BA                LL

**THE SANCTUARY AT NORTH BEND  
 PRELIMINARY PLAT  
 NORTH LIBERTY, IA**

**SANITARY SEWER EXTENSION**

P:\2023\2023001823\ADMIN\CONTRACT\PRELIMINARY PLAT\2023001823\_SSE\_P\0000



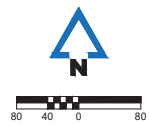


**EXISTING SURVEY LEGEND**

- |                            |                                 |                                  |                         |
|----------------------------|---------------------------------|----------------------------------|-------------------------|
| <b>ELECTRIC</b>            | <b>MONUMENTS</b>                | <b>TELECOMMUNICATIONS</b>        | <b>WATER</b>            |
| BB BREAKER BOX             | BM BENCHMARK                    | TH TELECOM HANDHOLE              | CS CURB STOP            |
| EM ELECTRIC MANHOLE        | BT BENCHMARK (TEMPORARY)        | FM FIBER OPTIC MARKER            | FI FIRE HYDRANT         |
| EM ELECTRIC METER          | CP CONTROL POINT                | TM TELECOM MANHOLE               | IR IRRIGATION VALVE     |
| EP ELECTRIC PEDESTAL       | CF CUT X FOUND                  | TP TELEPHONE PEDESTAL            | PI POST INDICATOR VALVE |
| <b>GAS</b>                 | CS CUT X SET                    | TP TWCABLE PEDESTAL              | WM WATER MANHOLE        |
| GM GAS MARKER              | MF MONUMENT FOUND (FIRST TYPE)  | <b>VEGETATION</b>                | WM WATER MARKER         |
| GM GAS METER               | MF MONUMENT FOUND (SECOND TYPE) | CT CONIFEROUS TREE (SIZE VARIES) | WS WATER SPIGOT         |
| GV GAS VALVE               | MS MONUMENT SET (FIRST TYPE)    | DT DECIDUOUS TREE (SIZE VARIES)  | WV WATER VALVE          |
| <b>SANITARY SEWER</b>      | MS MONUMENT SET (SECOND TYPE)   | SR SHRUB (SIZE VARIES)           | WVW WATER VALVE MANHOLE |
| SC SANITARY SEWER CLEANOUT | SC SECTION CORNER FOUND         | TS TREE STUMP (SIZE VARIES)      | YH YARD HYDRANT         |
| SM SANITARY SEWER MANHOLE  | SC SECTION CORNER SET           | TD TREE (DEAD)                   |                         |
|                            | T T POST                        |                                  |                         |
|                            | W WOODEN POST                   |                                  |                         |

- |  |                                     |                                     |
|--|-------------------------------------|-------------------------------------|
| <b>STORM SEWER</b>                       | <b>UTILITY LEGEND</b>               |                                     |
| BS BEEHIVE INTAKE (SIZE VARIES)          | SS EXISTING SANITARY SEWER          | EXISTING SANITARY SEWER FORCE MAIN  |
| DC DOUBLE CURB INTAKE                    | FM EXISTING SANITARY SEWER          | EXISTING STORM SEWER                |
| DCW DOUBLE CURB INTAKE W/MANHOLE LEFT    | W EXISTING WATER LINE               | EXISTING UNDERGROUND ELECTRIC       |
| DCWR DOUBLE CURB INTAKE W/MANHOLE RIGHT  | OE EXISTING OVERHEAD ELECTRIC       | EXISTING UNDERGROUND COMMUNICATIONS |
| DI DRAINAGE INTAKE                       | C EXISTING OVERHEAD COMMUNICATIONS  | EXISTING UNDERGROUND TELEPHONE      |
| FES FLARED END SECTION (SIZE VARIES)     | T EXISTING UNDERGROUND TELEPHONE    | EXISTING OVERHEAD TELEPHONE         |
| SI SINGLE CURB INTAKE                    | FO EXISTING UNDERGROUND FIBER OPTIC | EXISTING UNDERGROUND FIBER OPTIC    |
| SIW SINGLE CURB INTAKE W/MANHOLE         | CA EXISTING UNDERGROUND CABLE       | EXISTING OVERHEAD CABLE             |
| SP STAND PIPE                            | GA EXISTING GAS                     | EXISTING GAS                        |
| SC STORM SEWER CLEANOUT                  | SS EXISTING SUBDRAIN                | EXISTING SUBDRAIN                   |
| SM STORM SEWER MANHOLE                   | IC INTERMEDIATE CONTOUR             | INTERMEDIATE CONTOUR                |
| OSA OPEN SIDED AREA INTAKE (SIZE VARIES) | PL PROPERTY LINE                    | PROPERTY LINE                       |
|  | SL SECTION LINE                     | SECTION LINE                        |
|  | EA EASEMENT                         | EASEMENT                            |
|  | EF EXISTING FENCE                   | EXISTING FENCE                      |
|  | ET EXISTING EDGE OF TREES           | EXISTING EDGE OF TREES              |
|  | NS NEW STORM SEWER LINE             | NEW STORM SEWER LINE                |
|  | NW NEW WATER SERVICE LINE           | NEW WATER SERVICE LINE              |
|  | NSW NEW SANITARY SEWER LINE         | NEW SANITARY SEWER LINE             |
|  | PC PROPOSED MINOR CONTOUR           | PROPOSED MINOR CONTOUR              |
|  | PM PROPOSED MAJOR CONTOUR           | PROPOSED MAJOR CONTOUR              |

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



**McCLURE**  
 2229 E Grantview Ln Suite 2  
 Coralville, Iowa 52241  
 P 319-626-9900

Ankeny, IA | Carroll IA  
 Cedar Rapids, IA | Clive IA  
 Coralville, IA | Council Bluffs, IA  
 Fort Dodge, IA | Sioux City, IA  
 Columbia, MO | Mason, MO  
 North Kansas City, MO | Springfield, MO  
 Lenexa, KS  
 Portsmouth, NH

**NOTICE:**  
 McClure Engineering Co. is not responsible or liable for any issues, claims, damages, or losses (collectively, "Losses") which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for Losses which arise from failure to obtain and/or follow the engineers' or surveyors' guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities, or conflicts contained within the Plans and Specifications.

IOWA CERTIFICATE OF AUTHORITY NO. 26887

**REVISIONS**

| NO. | DATE | DESCRIPTION |
|-----|------|-------------|
|     |      |             |
|     |      |             |

PROJECT INFO  
 2023011823

ENGINEER DRAWN BY CHECKED BY  
 LL BA LL

THE SANCTUARY AT NORTH BEND  
 PRELIMINARY PLAT  
 NORTH LIBERTY, IA  
 GRADING PLAN

DRAWING NO.  
 03 OF 03



## Ryan Rusnak

---

**From:** Vincent Cook <[vcook1439@gmail.com](mailto:vcook1439@gmail.com)>  
**Sent:** Thursday, April 18, 2024 12:49 PM  
**To:** Ryan Rusnak  
**Subject:** Re: [External] Primestone Residential plans

**WARNING: This email originated from outside of this organization. Do not click links or open attachments unless you know the contents are safe. Never provide your user ID or password to anyone.**

---

Thank you for your responses to my questions.  
I'm sure I will be in touch in the future.

Vince

On Thu, Apr 18, 2024, 10:59 AM Vincent Cook <[vcook1439@gmail.com](mailto:vcook1439@gmail.com)> wrote:

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

**From:** Ryan Rusnak <[rrusnak@northlibertyiowa.org](mailto:rrusnak@northlibertyiowa.org)>  
**Date:** Thu, Apr 18, 2024, 8:50 AM  
**Subject:** RE: [External] Primestone Residential plans  
**To:** Vincent Cook <[vcook1439@gmail.com](mailto:vcook1439@gmail.com)>

Vincent,

I'm going to try and answer things in the context of our thoughts very early in this process. These are not definitive or final and things often change throughout the zoning/development process. I encourage you check back with me.

1.What are the plans for the water runoff that runs north of my property? (It is currently a large ditch.)

The historic flow will be maintained, which is a code requirement. They would be required to provide stormwater detention, but then it would outfall into this runoff area.

2. Will the utility right of way to my immediate west change in any way?

Just to be clear, this 40' wide area is dedicated as public right-of-way, which typically means a road. It doesn't make sense to me at this point for a road to be there, particularly with the location of Covered Bridge Blvd across the street. The concepts I have seen up until now do not show any type of road in that area.

3. Where is the proposed entrance to the new development from W Forevergreen?

We have been directing a single access on Forevergreen Road, which would actually be Alexandar Way. The location is generally toward the middle of the property.

4. Where will the development exit street plans run? Will it hook up to Alexander Way to St Andrew's Dr to the north or where will it hook up to the west?

The concepts I have seen show Harlen St extending the east boundary. This would connect to Alexandar Way, which would be extended to Forevergreen Road.

5. What type of structures are planned immediately to my west? I trust I won't have a convenience store or fast food restaurant next to me.

Tough to know. Right now, they are asking for the frontage to be commercial, which would permit what you mentioned.

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

*Messages to and from this account are subject to public disclosure unless otherwise provided by law.*

---

**From:** Vincent Cook <[vcook1439@gmail.com](mailto:vcook1439@gmail.com)>  
**Sent:** Wednesday, April 17, 2024 4:32 PM  
**To:** Ryan Rusnak <[rrusnak@northlibertyiowa.org](mailto:rrusnak@northlibertyiowa.org)>  
**Subject:** [External] Primestone Residential plans

You don't often get email from [vcook1439@gmail.com](mailto:vcook1439@gmail.com). [Learn why this is important](#)

**WARNING: This email originated from outside of this organization. Do not click links or open attachments unless you know the contents are safe. Never provide your user ID or password to anyone.**

---

Hi Ryan;

This is Vincent Cook @1780 W Forevergreen Rd,

The last property on the right heading west on W Forevergreen.

I have to pick someone up at the CR airport at 5:08 on 4/18 and will not be able to attend the virtual meeting, I am registered to attend but I will miss the introduction depending on the length.

I have just a few basic questions for you.

1. What are the plans for the water runoff that runs north of my property? (It is currently a large ditch.)
  
2. Will the utility right of way to my immediate west change in any way?
  
3. Where is the proposed entrance to the new development from W Forevergreen?
  
4. Where will the development exit street plans run? Will it hook up to Alexander Way to St Andrew's Dr to the north or where will it hook up to the west?
  
5. What type of structures are planned immediately to my west? I trust I won't have a convenience store or fast food restaurant next to me.

I thank you for your response in my absence.

Regards;

Vincent Cook

# Objection

4/11/2024

Ryan -

I indirectly received the notification of Good Neighbor meeting for the Primestone proposed rezoning and would like to voice my concerns as a resident who lives in the vicinity. Mainly, my objections are:

1. The proposal is totally inconsistent with the recently-adopted Comprehensive Plan, which indicates a policy of low-density residential development for all of this property. It is somewhat alarming to see how little low-density residential development is shown on the Comprehensive Plan, and this proposal would shrink even that area substantially.

2. The proposal for a huge area of multi-family zoning in this location is not consistent with good planning principles of developing higher density near corridors, transitioning to lower density with distance. I have watched with concern the amount of multi-family zoning that has been approved over the past several years, especially considering the development land within the city that is far more appropriate for large areas of multi-family development such as land across from the new hospital. I fear that North Liberty will become the low-cost starter/apartment community that people move to until they can afford to move to a nicer, single-family home in Coralville, Tiffin or Solon. At some point, someone needs to say “enough is enough,” and a 36 acre request removed from the I-380 corridor seems to be an obvious time.

3. The proposal is not consistent with the appropriate zoning established on property to the west, where commercial designation was allowed at the Kansas intersection but stopped east of that. Though Forevergreen Road carries a lot of traffic, stripping it out with commercial development as requested diminishes the value of existing commercial areas of the city, both developed and undeveloped, and may well lead to commercial areas of neglect and disinvestment. Also, residential development is already well established in the corridor to the east of the subject site and would likely be negatively impacted by the noise, lighting, and late night activity that is part of commercial development.

The most reasonable zoning for this 40 acres, in my opinion, would be for multi-family zoning along Forevergreen Road – providing a residential buffer for existing and planned low density residential; potential duplex zoning along the western boundary – stepping down in density from the property to the west; and single-family for the balance.

I don't think anyone can reasonably characterize this proposal as anything other than a plan to maximize profit without consideration for the good of the city, especially since, again, it totally ignores the City's recently-adopted Land Use Plan.

Thank you for your consideration. I will not be able to attend the electronic Good Neighbor meeting but would appreciate my comments being considered by staff and attached to the case documentation as it moves forward to the Commission and Council.

Dean Wheatley

**Resolution No. 2024-75**

**RESOLUTION APPROVING THE PRELIMINARY PLAT FOR  
THE SANCTUARY AT NORTH BEND, NORTH LIBERTY, IOWA**

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

**WHEREAS**, the owner and applicant, Primestone Residential, LLC., has filed with the City Clerk a preliminary plat described in Exhibit A which is attached hereto;

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

THE SOUTH 45 ACRES OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 80 NORTH, RANGE 7 WEST OF THE 5<sup>TH</sup> P.M. AND ALSO SUBJECT TO ALL OTHER EASEMENTS AND ENCUMBRANCES OF RECORD.  
NOW EXCEPTING RIGHT OF WAY CONTAINING 1.70 ACRES AS RECORDED IN WARRANTY DEED FILED IN BOOK 5733, PAGE 359 OF THE RECORDS OF JOHNSON COUNTY, IOWA

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

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

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

and did recommend that the preliminary plat described as The Sanctuary at North Bend be approved with no conditions;

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

**NOW, THEREFORE, BE IT RESOLVED** that the Preliminary Plat for The Sanctuary at North Bend is approved.

**APPROVED AND ADOPTED** this 9th day of July, 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



# **Wayfinding Proposal**





SIGNAGE WAYFINDING ASSESSMENT AND NEEDS ANALYSIS

# City of North Liberty, IA

PROPOSAL | 7 JUNE 2024

**Guide**

**WAYFINDING AND BRANDING  
FOR PLACES WITH PEOPLE-TRAFFIC**

34194 Aurora Rd., Suite 160  
Cleveland, OH 44139

[guidestudio.com](http://guidestudio.com)  
216-921-0750

photo credit: The Gazette

# Guide<sup>↑</sup>

## Branding & Wayfinding for Places with People-traffic

Guide Studio is a design consultancy that helps communities and public places engage people, manage image, and enhance experience — so they can work to strengthen pride and attract investment in their communities.

When we approach any project, we consider the opportunities each person has to engage with your place. We help you create the image you want and provide the tools that ensure your brand is positively and appropriately represented in each interaction — from the first visit to your website to the moment they walk through your streets and any communication that follows.

Communities and public places share the unique challenges of connecting philosophical, physical and virtual experiences. When each touch-point represents your vision and values, the visitors, residents, stakeholders that engage and trust become champions by demonstrating pride and investment.

### Quick Facts

#### Founded

1997, incorporated 1999  
Certified Female Business  
Enterprise

#### Main Office

Cleveland, OH

#### Contact

216-921-0750  
cathy@guidestudio.com

#### Website

www.guidestudio.com



# Services

**Brand and Wayfinding are powerful communication tools that can improve image, elevate the experience, and contribute to positive economic growth for communities and public places.**

When people experience a place, they encounter many touchpoints – each interaction is an opportunity for things to go wrong (or right!). Guide Studio services make building your image and managing your reputation easier while helping you create positive, lasting impressions.

## Wayfinding

Wayfinding is one of the most valuable communication tools that public place can use to set up a positive and engaging experience for people who are new to or unfamiliar with a place. Signage and technology are part of the wayfinding tool kit; but more than that it's a strategy that provides information in the right way, at the right moments, so people don't get lost or confused.

## Branding

Branding is important to any public place. It defines the critical elements that people value about a community and provides a foundation for how to express these things to the most people in the most consistent way.

A place brand is so much more than a logo. Understanding how to use a brand platform to effectively communicate to audiences, attract new people or businesses, and improve the image of place requires planning, creative implementation and a resource management.

“As experts in wayfinding and environmental graphic design, Guide Studio is comprehensive in its approach and experience about everything from conducting focus groups to the best materials for sign fabrication. The Guide team was always accessible, collaborative, had attention to detail through every step of the process, and an ability to back up their choices and opinions with well researched-facts.

Chris Ronayne, former President of University Circle, Inc.



## Erica Deutsch, Business Development

Project Manager

*People-person. Devoted mother of three. Skilled multi-tasker.*

### MORE THINGS TO KNOW

Not really a “soccer mom”...more like a die-hard sports mom

Wellness enthusiast with a weakness for vegan desserts

Has served on numerous boards and committees over the years from PTA to APA Cleveland

On the high school volleyball court, in a college forum, or at a professional conference – Erica has had a lifetime of building relationships and forging connections. She is the kind of person who remembers everyone’s name and feels familiar on the first introduction.

Before spending several years as a Marketing Manager at a local Architecture firm, Erica spent 11 years at Guide Studio (then Studio Graphique) wearing many hats from office management to sales & marketing. As one of Guide Studio’s boomerangers, Erica rejoined the team doing what she does best – developing and nurturing relationships in a business development and project management role. Her depth of knowledge and experience in civic markets supports our clients in a multitude of ways, while her uncanny ability to multi-task is greatly appreciated on projects.

## Years of Experience

**20 years in the Design and AEC Fields**

**15 years with Guide Studio**

## Education

**Cleveland State University**

Bachelor of Arts in Communication

### MEMBER

APA Cleveland

3CMA

## Relevant Project Experience

### SIGNAGE & WAYFINDING

City of Allegan, MI  
City of Euclid, OH  
City of Green, OH  
City of Lima, OH  
City of Mansfield, OH  
City of New London, CT  
City of Strongsville, OH  
City of Wixom, MI  
City of Youngstown, OH  
Kent State University, OH  
St. Joseph Academy, OH

### EXPERIENTIAL GRAPHIC DESIGN

City Hall, Cleveland, OH  
Cuyahoga County Public Library, OH  
NRP Development, multiple states

### PLACE BRANDING

Colerain Township, OH  
North Coast Harbor, Cleveland, OH  
City of Wixom, MI

Over the 15 years Erica has been with Guide, she has elevated herself from Office Manager, to Marketing Director, to Business Development Director, and now helping to build strong relationships with our clients through project management.



## Kevin Fromet, Senior Designer

Project Lead/Wayfinding Strategist

*Practical problem-solver. Full-blown perfectionist. Tortured Cleveland sports fan.*

Kevin has always been fascinated with the creative process. Even as a kid, he would sketch logos for the next NFL team or tour construction sites to see how architectural drawings transformed into three-dimensional spaces. Once he realized that he wasn't going to be Cleveland's next professional sports hero, Kevin pursued a degree in architecture, before transitioning to visual communication design, where he fell in love with EGD (environmental graphic design). Prior to Guide Studio, he spent eleven years as a design consultant for an international architectural signage company, where he became well versed in the fabrication process, techniques and materials.

### MORE THINGS TO KNOW

Father to 2 intensely creative boys

Contributor/designer for Cleveland-based sports blog

Certified AIA Continuing Education Presenter (An Overview of the ADA and its Accessibility Guidelines for Signage)

Married to the President (of Guide)

## Years of Experience

**26 years Branding, Design, & Wayfinding**  
**11 years with Guide Studio**

## Education

### The Ohio State University

Bachelor of Science in Visual Communication, Summa Cum Laude

### SPEAKER

Beyond Code Signs

How to Develop Wayfinding for Communities

Follow the Sign Standards for Colleges & Universities

## Relevant Project Experience

### SIGNAGE & WAYFINDING

City of Akron, OH

City of Beachwood, OH

City of Bedford, OH

Village of Bratenahl, OH

City of Brooklyn, OH

City of Cleveland, OH

City of Delaware, OH

City of Dubin, OH

City of Fariview Park, OH

Village of Grand River, OH

City of Independence, OH

City of Kaukauna, WI

City of Keene, NH

City of Kent, OH

City of Lima, OH

City of Longmont, CO

City of Lowell, MA

City of Mansfield, OH

City of North Olmsted, OH

City of North Ridgeville, OH

City of Oak Creek, WI

City of Oberlin, OH

City of River Falls, WI

City of Sandusky, OH

City of South Euclid, OH

City of Stamford, CT

City of Strongsville, OH

City of University Heights, OH

City of Worthington, OH

West Chester Township

Cleveland Off-road Trails, OH

Cuyahoga River Water Trail, OH

Downtown Akron, OH

Downtown Canton, OH

Downtown Dayton, OH

Flats Neighborhood, OH

MidTown Cleveland, OH

Ohio City Cleveland, OH

Great Miami Riverway, OH

Montgomery County Bikeways, MD

Arkansas Tech Univeristy, AK

Cleveland State University

Franciscan University, OH

Kent State University, OH

The Ohio State University, OH

University of West Georgia, GA

The Cleveland Clinic, OH/FL

MetroHealth Cleveland, OH

### EXPERIENTIAL GRAPHIC DESIGN

City Hall, Cleveland, OH

Cuyahoga County Offices, OH

Glass City Center, Toledo, OH

Lucas County Offices, OH

Heinen's Fine Foods, OH/IL

Housing Authority, Pittsburgh, PA

Progressive Field, Cleveland, OH

### PLACE BRANDING

City of Delaware, OH

City of Kaukauna, WI

City of Strongsville, OH

City of Reminderville, OH

West Chester Township, OH

Downtown Canton, OH

Great Miami Riverway, OH

Montgomery County Bikeways, OH

## PROJECT TEAM

Signage Wayfinding Assessment and Needs Analysis | North Liberty, IA

Our clients know that we are as dedicated to their projects as they are. We thoroughly enjoy working with them and think they are amazing. We would love to add you to this list!

Brand Strategy  
2015

Wayfinding Master  
Plan  
2016

Sign Program  
Development and  
Implementation  
2017-2018

## City of Sandusky, OH

**Eric Wobser, former City Manager**  
ericwobser@gmail.com

Brand Strategy, Planning and Design of Downtown, City-wide Signage and Wayfinding Program

Also developed Ohio City Neighborhood Wayfinding Program with Eric while he was the Executive Director of Ohio City, Inc.

City of Sandusky  
240 Columbus Avenue  
Sandusky, OH 44870

Wayfinding Master  
Plan  
2018

Pilot Program  
2019

Sign Standard  
Development  
2020

## Cleveland Off-road Trails and Bikeways

**Sara Byrnes Maier, Principal Planner, Cleveland Metroparks**  
asbm@clevelandmetroparks.com

Wayfinding Master Plan and Strategy, Sign Standards Design

Cleveland Metroparks  
4101 Fulton Pkwy, Cleveland,  
OH 44144

216.635.3200

City Brand  
completed  
2020

City Signage  
& Wayfinding  
Program Design  
2021

Implementation  
2023

## City of Kaukauna, WI

**Allyson Watson-Brunette** (previously Principal Planner for the City,  
Municipal Brand and Wayfinding Project Lead)  
allyson@allysonbrunette.com

City Brand Strategy, Brand Identity Development, Brand Standards Planning and Design for a District-wide Wayfinding Program (vehicular and pedestrian)

City of Kaukauna  
144 W 2nd Street  
Kaukauna, WI 54130

Sign Program  
Designed  
2018

Implementation  
2019

## City of Worthington, OH

**Lee Brown, Director of Planning and Building**  
Lee.Brown@worthington.org

Planning and Design for a District-wide Wayfinding Program (vehicular and pedestrian)

City of Worthington  
374 Highland Ave.  
Worthington, OH 43085

614.431-.2424

Longmont Brand  
completed in 2019

Signage &  
Wayfinding  
Programs in 2022

## City of Longmont, CO

**Marijke Unger, former City-wide Communications Manager**  
marijke.unger@gmail.com

Community Engagement, Focus Groups & Surveys, Brand Strategy, Brand Identity, Brand Guidelines, Brand Implementation Plan, Police & Fire Brand Integration Guidance, City-wide Wayfinding Program, Parks, Trails, Greenways and Open Space Sign Program and Guidelines

City of Longmont  
350 Kimbark St.  
Longmont, CO 80501

303-774-3504



# Methodology

## Design With Direction®

Since 1997, Guide Studio has partnered with communities and place-based organizations to communicate and engage with their residents, visitors, and local businesses — helping them create places where people thrive.

**Design With Direction®** is the 4-step methodology that helps us uncover your authentic image and story so that we can create the tools that will allow your brand to be represented well and managed effectively. The outcome is thoughtful strategies, plans, and designs that improve the image, reputation, and experience of the communities and public places we serve.

- 1 ENGAGE**  
*It starts with people.*
- 2 PLAN**  
*A blueprint for everything.*
- 3 DESIGN**  
*Tools to tell your story.*
- 4 IMPLEMENT**  
*Guidance and support to help you succeed.*



# Design With Direction<sup>®</sup>

## 1 ENGAGE *It starts with people.*

The best part of our jobs is getting to know new people and places! We have developed a tool box of fun and engaging exercises that allow us to facilitate strength-based conversations. From these we can gain an understanding of how people perceive, use, and navigate your places and spaces.

We are experienced facilitators who value appreciative inquiry and face-to-face engagement with the people of your community. While we may have the expertise to develop wayfinding strategies and designs, the members of your community hold the knowledge to inform how these plans influence the desired experience.

### DISCOVERY DAYS

Our community engagement begins with a multi-day visit. It is important that we spend uninterrupted time with your people and place. During our time with you we will conduct a variety of focus groups and exercises which may include:

- Wayfinding discovery workshop(s) with a steering committee and with community stakeholders
- Windshield and Walking tours
- Focus groups and interviews for more specific feedback. This may include: children and teens, visitor-based organizations, residents groups, etc.

### ONLINE SURVEYS

We use online surveys for broader outreach. We do this to gain information on initial beliefs, perceptions, and experiences.





# Methodology

## Design With Direction®

2

### PLAN - Signage & Wayfinding

*A blueprint for everything.*

Effective wayfinding is essential for creating a positive user experience and can help to improve comfort, safety, and accessibility for all users. A wayfinding strategy and plan defines the visual cues and navigational tools to help people find their way in your environment. It aims to create a user-friendly experience that guides people efficiently and effectively while minimizing confusion and frustration.

We begin with the end in mind, our responsibility is a project that reaches our clients' goals. From our discovery sessions and visit, we develop a Wayfinding Framework that outlines the strategies and tactics for improving the experience of your environments.

#### WAYFINDING STRATEGY AND PLANNING

- Analysis of streets, facilities, places and spaces to identify key points of interest, decision points and navigation challenges.
- Audience assessment to understand the expectations and needs of various user groups such as people with disabilities, non-native speakers, or children, to ensure that the wayfinding experience is accessible to all.
- Research related to Department of Transportation standards and best practices, state and federal regulations, accessibility requirements and guidelines, and other rules that apply to your environments.

#### WAYFINDING FRAMEWORK

The Framework contains the following foundational elements:

- User profiles and recommendations
- Sign Type Hierarchy
- Naming Convention/Nomenclature Matrix for messaging
- Preliminary location planning
- Preliminary budget development
- “Beyond signage” placemaking and experience recommendations

“From the outset, we were so impressed with Guide Studio, not only for their creativity, but their approach to the relationship. Rather than dictating their own process and ideas, they opened up a dialogue and listened.”

Lee Brown, Director, Planning and Building Department, City of Worthington

# Methodology

## Design With Direction<sup>®</sup>

### 3 DESIGN - Signage & Wayfinding

*Tools to tell your story.*

Design is time for creativity combined with problem-solving, allowing you to see your wayfinding strategy converted into tangible visual tools to guide people through your desired experience.

Signage is a complex form of communication. Clear, consistent visual language that reflects your community's character and provides users with the information they need in the right way, at the right moments, so people don't get lost or confused.

When designing signage and wayfinding systems, we use a three-step iterative design process that allows for your team's review and input at each stage.

#### DESIGN SOLUTIONS

We are always considering the following during design:

- **Messaging:** This is the main purpose of signs, which means the message not only needs to fit the sign, but context, placement, and legibility must all be considered.
- **Context and placement:** The environment where the sign will be placed also affects the sign's design.
- **Regulatory parameters:** Sign codes and regulations can affect the size of signs, reflectivity requirements for night visibility, placement or location of signs, accessibility considerations, and even the materials used in construction. Local, state, or federal agencies dictate these, and our team investigates these so they are taken into consideration during design.
- **Updateability and maintenance:** How signs are constructed, as well as the materials used, affect the use, durability, and longevity of a sign program. Industry best practices, along with your expectations, are taken into consideration as part of the sign program design.
- **Budget:** We continually review and consider your budget in the design decisions we recommend. Our team of experienced designers knows how to provide cost-effective design adjustments without sacrificing the quality of the design.





# Methodology

## Design With Direction®

4

### IMPLEMENTATION

*Guidance and support to help you succeed.*

Signage and wayfinding programs are all fun and games until they have to be built and installed. The plan and design won't be worth your investment if it's not fabricated and implemented to spec, making your vision the reality. The process involves third parties, long timelines, materials, and lots of documentation and communication. Needless to say, things can get complicated.

We recognize that implementation is a major investment for our clients. Our responsibility is to ensure the finished product aligns with the original design intent and quality expectations. We coordinate with the selected contractors, carefully review their documents and materials, and bring up any questions and concerns so they can be addressed before construction and installation begin.

### CONSTRUCTION ADMINISTRATION

Our involvement in the implementation phase provides the following:

- **Elevated accountability:** The finished program is a reflection of our wayfinding and design expertise, so we take full accountability for design coordination, production, and installation.
- **Attention to detail:** Implementation requires a lot of details. Our team will carefully review all contractor's documentation, proofs, and final materials and bring up any questions or concerns on your behalf.
- **Cost savings:** We have worked with fabrication and installation contractors for over 20 years. We understand the industry and our collaboration with these partners can uncover recommendations that maintain or improve the finished product's quality while bringing cost savings to you.
- **Less worries:** We know you have a variety of other responsibilities. If our team is involved, all the coordination legwork is off your plate.

---

## Project Scope

- 1. Project Work Area** For the signage and wayfinding assessment, we will study and provide comprehensive recommendations that build awareness, create connections and a sense of place for the City of North Liberty. Focus is multi-modal so we consider the needs of the pedestrian, bicyclist and vehicles traveling through the city.
- 2. Signage and Wayfinding Assessment & Analysis** The Signage and Wayfinding Needs Analysis will present our observations and recommendations for improving experience in the City of North Liberty.
- 3. Program Budget and Phasing Plan** We will use historic pricing data (from the past 2 years) to develop a project budget based on the recommendations made. We will also develop an appropriate phasing plan based on available funding.

---

## Project Approach

### Getting Started

- **Client Team:** We refer to the Client Team as the one to two individuals from your organization who will act as the project managers on the client side.
- **Kick-off Meeting with the Client Team:** To establish priorities, define the work plan and project timeline, set benchmarks, define the working relationships, and identify the appropriate internal communication process.

### Research

- **Existing Brand, Master Plans, Special Initiatives Review:** We will request any existing strategic plans, narratives, brand and identities currently in use for review and analysis. This information helps to inform how we develop our discovery sessions as well as future recommendations.

---

Based on our Methodology Design With Direction® outline in the previous pages, we expect to include the following tasks, activities and deliverables to fulfill the expectations outlined in your RFP.

## 1

### COMMUNITY SIGNAGE & WAYFINDING ASSESSMENT

Our Assessment Visit includes (1) in-person discovery day and may include the following activities:

- **Wayfinding Workshop:** The consulting team will conduct Discovery Workshops with the Client team and select departmental and community stakeholder participants. This workshop will help us understand in greater detail what you see as the biggest challenges and greatest opportunities for the ideal experience in your community. In these workshops we facilitate conversations and conduct exercises that help us understand:
  - Audience identification and behavior
  - City journey mapping
  - Personality and character
- **Experience Tours and meeting with the project team:** Experience tours help with understanding the character, sense of place as well as the context of the navigational experience for the city. This will be a mix of windshield and walking tours where you highlight for us, the amenities and experiences offered as well as commentary on issues that you have seen and experienced over time.

- **Wayfinding Planning session:** Our project team will spend time on-site conducting the initial analysis of information gathered from the site visit and discovery workshop and begin framing out the wayfinding strategy.
- **Wayfinding Strategy Working Meeting:** Before we head out, we will share with you the initial thoughts from our Planning Session — the foundation for the wayfinding strategy. This working session allows us to make sure we all are on the same page before we head back and begin to develop the Sign Program.

## 2

### COMMUNITY SIGNAGE & WAYFINDING NEEDS ANALYSIS

Our Needs Analysis deliverable contains our recommendations for signage & wayfinding for your community. This document may contain the following information:

- User profiles and recommendations
- Circulation plan for the city
- Destination Navigation Analysis: considering travel paths and decision points required to navigate to key destinations
- Sign Type Hierarchy that outlines and defines the recommended sign types for your program
- Naming Convention/Nomenclature Matrix for messaging
- Preliminary Location Plan
- Preliminary budget development using cost data from comparable programs developed within the last 2-3 years
- Beyond Signage recommendations that support experience. This may include exploration of other types of interventions that support connectivity and sense of place such as technology, public art, interpretive storytelling, etc.
- Next steps proposal

## Next Step Services (not quoted)

### Conceptual Design

- **Conceptual Design** We will present up to (2) conceptual design themes for the proposed program. Client team/Steering Committee will select a conceptual direction to move forward and provide consolidated feedback to inform the next phase of development.
  - Concepts may include hand sketches, scaled drawings, support imagery and notations to describe the concepts.
  - 4-6 sign types will be selected from the Sign Type Hierarchy to demonstrate the conceptual design themes.

### Deliverables:

- **Wayfinding Plan**
- **Design Concept Presentation**

### Meeting:

**Wayfinding Plan and Conceptual Design Presentation** We will present the completed Framework and Schematic Design to the Steering Committee

### 3

#### SIGN PROGRAM DESIGN

Sign program development is an iterative design process which will allow us to continually improve the concept/design based on your review and feedback. Based on the selected concept direction, our team will begin to develop the full sign family, which includes the development of a coordinated Message/Content Schedule and Location Plan. Activities and deliverables include:

- **Programming** Based on the Framework location plan and nomenclature guide, we will create message schedules and location plans for the study area. Client team will review and provide consolidated feedback.
  - Guide Studio uses Sign Agent Pro, a cloud-based sign project management tool for planning and managing sign programs. We will be able to provide you access to the plans for reviewing locations and messages and you will be able to note changes and revisions directly in the program.
  - Review, comment and update of location plans and message schedule will occur at the time of bidding, fabrication and installation to ensure an accurate program at the time of implementation.
  - Meetings with the local DOT to ensure adherence to federal and state regulations, right-of-way issues, and review sign type messages and locations along state routes.
- **Sign Family Schematic Design:** Based on the selected Design Concept, we will develop designs for all the sign types recommended in the framework.
  - Design Intent 30% provide scaled drawings with basic dimensions, material, color and recommended fabrication techniques. Client team will review and provide consolidated feedback. Any revisions will be presented in the Design Development.
- **Updated Program Budget** we will share our Schematic Design Documents with our Fabrication Partner to update the budget based on the agreed upon designs and discuss any constructibility issues.
- **Phased Implementation Plan** we will meet with you to discuss current projects, resources, and funding opportunities to help with getting the wayfinding program implemented. We create an action plan with recommendations on how the Wayfinding Plan may be implemented over a period of time with aligned projects and resources.

#### Deliverables:

- **Location Plans and Message Schedules**
- **Design Intent 30% Drawing Set**
- **Updated Sign Program Budgets and Implementation Plan**

#### Meeting(s):

**Programming Review Meeting** Online meeting to walk you through how the location plans and message schedules have been set-up in Sign Agent Pro and how to use the review tools.

**Design Intent 30% Presentation** Progress will be presented via online video conferencing with the client team for review and comment on the design direction

**City Council/Planning Review Board Presentation (if applicable)** The Schematic Design will be presented to the required government review boards for final approval before development of bid documents.

### SIGN PROGRAM DOCUMENTATION

- **Sign Family Design Intent/60%:** Based on feedback received from the Schematic design package, we will update and expand the design details for all the sign types recommended.
  - Design Intent includes more functional details with selected material, color, finishes, etc. Detailed views of architectural elements, construction and installation will also be developed in this step. Mock-ups/photo renderings of the signs within the context of the proposed environment will be developed.

#### Deliverables:

- **Design Intent 60% Drawing Set**

#### Meeting(s):

**Design Intent 60% Presentation** Progress meeting for the design development of the Wayfinding Signage Program before moving on to Bid Documentation. This would also be a great time to regroup with Stakeholders to share the progress of the work they helped develop.

### Bid/Construction Documentation (Design Intent/100%)

Based on feedback received from the 60% Design Intent Package, we will add instructional notes and details to communicate the design intent to potential fabrication/sign contractors to obtain bid proposals to build and install the program.

Bid Documents include:

- **Sign System Programming:** Location plans and a coordinated message schedule will undergo a final update including notations for barriers to installation and removal of existing signage.
- **Sign Type Drawings:** Our instructional drawing sets may include additional views and details for each sign type along with more extensive dimensioning of sign structure components. Material and installation specifications will be finalized.

#### Deliverables:

- **Location Plans and Message Schedules**
- **Design Intent 100% Drawing Set of full sign program**
- **Written Performance Specifications**
- **Itemized Bidders Worksheet**
- **Final Cost Estimate**

#### Meeting(s):

**Bid Document Review Meeting** Online meeting to walk you through the Bid Document set.

### 4

## IMPLEMENTATION

### Construction Administration

While design may be complete, the implementation phase is when the sign program gets built and installed. Our team will be there every step of the way to help in finding qualified contractors and ensuring that the program being fabricated meets design intent and quality expectations.

- **Bid RFI's - Answer** Requests for Information during the bidding/Requests for Proposal process, our team will formally respond to requests for information (RFI's).
  - Pre-Bid Meeting: if applicable, we will attend a pre-bid meeting to aid in presenting the project intent to potential contractors and answer any questions that will aid them in submitting a proposals.
  - Bid Review and Evaluation - The project team will review submitted proposals and provide the client with a compilation of project bids and evaluation report, along with a formal recommendation for the project award.
- **Fabrication Observation Support Includes:**
  - Shop Drawing/Sign Face Layout Review - Colors, materials, and fabrication methods via the review of shop drawings and message layouts. We will red-line shop drawings and send them to your team for review and understanding of any design intent issues we may find with the recommended fabrication methods.
  - Material and Finish Review - Material samples and sign-type mock-ups (if specified) to confirm that all submitted items comply with our design intent.
  - Survey of the finished project; prepare a detailed punch list.

#### Deliverables:

- **RFI Responses**
- **Punch List**

#### Meeting(s):

**Pre-Bid Meeting:** if applicable, we will attend a pre-bid meeting to aid in presenting the project intent to potential contractors and answer any questions that will aid them in submitting a proposals.

**Start of Work Meeting:** Meeting with the selected contractor(s) for the start of work to review all program documents.

**Bi-weekly progress meetings** with sign contractor.

**Sign Location verification and walk-through** with client and contractor.



## Proposed Project Schedule

---

### WEEKS 1-2

- **Initial meeting with client team via online meeting**
  - Internal project & Discovery Workshop preparation; Project Communications set-up
  - Conduct initial research; Review of existing research, plans, etc.
  - Deploy perception survey
- 

### WEEK 3

- **Visit #1: Assessment (Site Tours & Workshops) - see Agenda next page**
- 

### WEEKS 4-6

- Develop Signage & Wayfinding Needs Analysis
  - **Presentation of Signage & Wayfinding Needs Analysis to Client Team (Virtual)**
- 

### 1 WEEK BUFFER

- Feedback/Revision period
- 

### WEEKS 8

- Next Steps Proposal
  - Revisions to Analysis document
  - **Next steps call (Virtual)**
-

## NORTH LIBERTY DISCOVERY

### Proposed Agenda Items during Guide Site Visit

| Activity   | Projected Timeframe     | Description   | Suggested Attendees  |
|--|-------------------------|---|--|
| <b>DAY 1</b>   |                         |   |  |
| <b>Travel from Cleveland</b>   | <b>Arrive by noon</b>   | <ul style="list-style-type: none"><li>• Pick up rental car</li><li>• Grab lunch</li><li>• Prep for meeting</li></ul>                                      | <ul style="list-style-type: none"><li>• Guide Studio team</li></ul>  |
| <b>Windshield Tour</b><br><i>Date TBD</i><br>1:00 pm–2:00 pm   | <b>1 hour</b>           | <ul style="list-style-type: none"><li>• (1 hour) Driving Tour that highlights your community</li></ul>  | <ul style="list-style-type: none"><li>• Guide Studio team</li><li>• Core Client Team</li></ul>   |
| <b>Wayfinding Workshop</b><br><i>Date TBD</i><br>2:30 pm–4:30 pm<br><i>Location TBD</i>                  | <b>2 hours</b>          | <ul style="list-style-type: none"><li>• Discuss goals, objectives, issues, and expectations</li><li>• Journey Mapping</li><li>• Character Study</li></ul> | <ul style="list-style-type: none"><li>• Guide Studio team</li><li>• Core client team</li><li>• Departmental and community stakeholder participants</li></ul> |
| <b>Happy Hour and Debrief</b><br><i>Date TBD</i><br>5:00 pm–6:00 pm                                      | <b>1+ hours</b>         | <ul style="list-style-type: none"><li>• Happy Hour - We'd love to treat you to a drink or snack at one of the local dining establishments.</li></ul>      | <ul style="list-style-type: none"><li>• Guide Studio team</li><li>• Core client team</li></ul>   |
| <b>DAY 2</b>   |                         |   |  |
| <b>Wayfinding Planning Session</b><br><i>Date TBD</i><br>9:00 am–11:30 pm<br><i>Location TBD</i>         | <b>2–3 hours</b>        | <ul style="list-style-type: none"><li>• Initial wayfinding analysis and recommendations</li></ul>   | <ul style="list-style-type: none"><li>• Guide Studio team</li></ul>  |
| <b>Wayfinding Strategy Working Meeting</b><br><i>Date TBD</i><br>12:30 pm–1:30 pm<br><i>Location TBD</i> | <b>1 hour</b>           | <ul style="list-style-type: none"><li>• Share thoughts and recommendations from planning session</li></ul>  | <ul style="list-style-type: none"><li>• Guide Studio team</li><li>• Core client team</li></ul>   |
| <b>Travel to Cleveland</b>   | <b>leave by 2:30 pm</b> | <ul style="list-style-type: none"><li>• Drop off rental car</li><li>• Flight home</li></ul>   | <ul style="list-style-type: none"><li>• Guide Studio team</li></ul>  |

Note: Based on flights arriving at 10:30 am (Cedar Rapids) and leaving (Cedar Rapids) at 5:30 pm.



PRICE PROPOSAL

Signage Wayfinding Assessment and Needs Analysis | North Liberty, IA

## Fees for Services

Estimates are based on historic data, assumptions of scope and include time and materials for project management, client meetings, administrative activities and other work as described for an all-inclusive price.

Reimbursable Expenses are included in the fees proposed below. No additional funds will be requested to cover out-of-pocket expenses. Fees and expenses do not include applicable sales or use tax.

---

|       |   |                 |
|-------|---|-----------------|
| ①     | <b>ASSESSMENT: ENGAGEMENT &amp; SITE VISIT</b>                  | <b>\$6,500</b>  |
|       | Expenses included in total                                      |                 |
| <hr/> |   |                 |
| ②     | <b>SIGNAGE &amp; WAYFINDING ANALYSIS</b>                        | <b>\$3,500</b>  |
|       | Expenses included in total                                      |                 |
|       | <b>Estimated Professional Services Fees (expenses included)</b> | <b>\$10,000</b> |

**Out-of-Pocket Expenses:**

Are included in the fees proposed above. **No additional funds will be requested to cover out-of-pocket expenses.** Fees and expenses estimates do not include applicable sales or use tax.

**Fee Schedule**

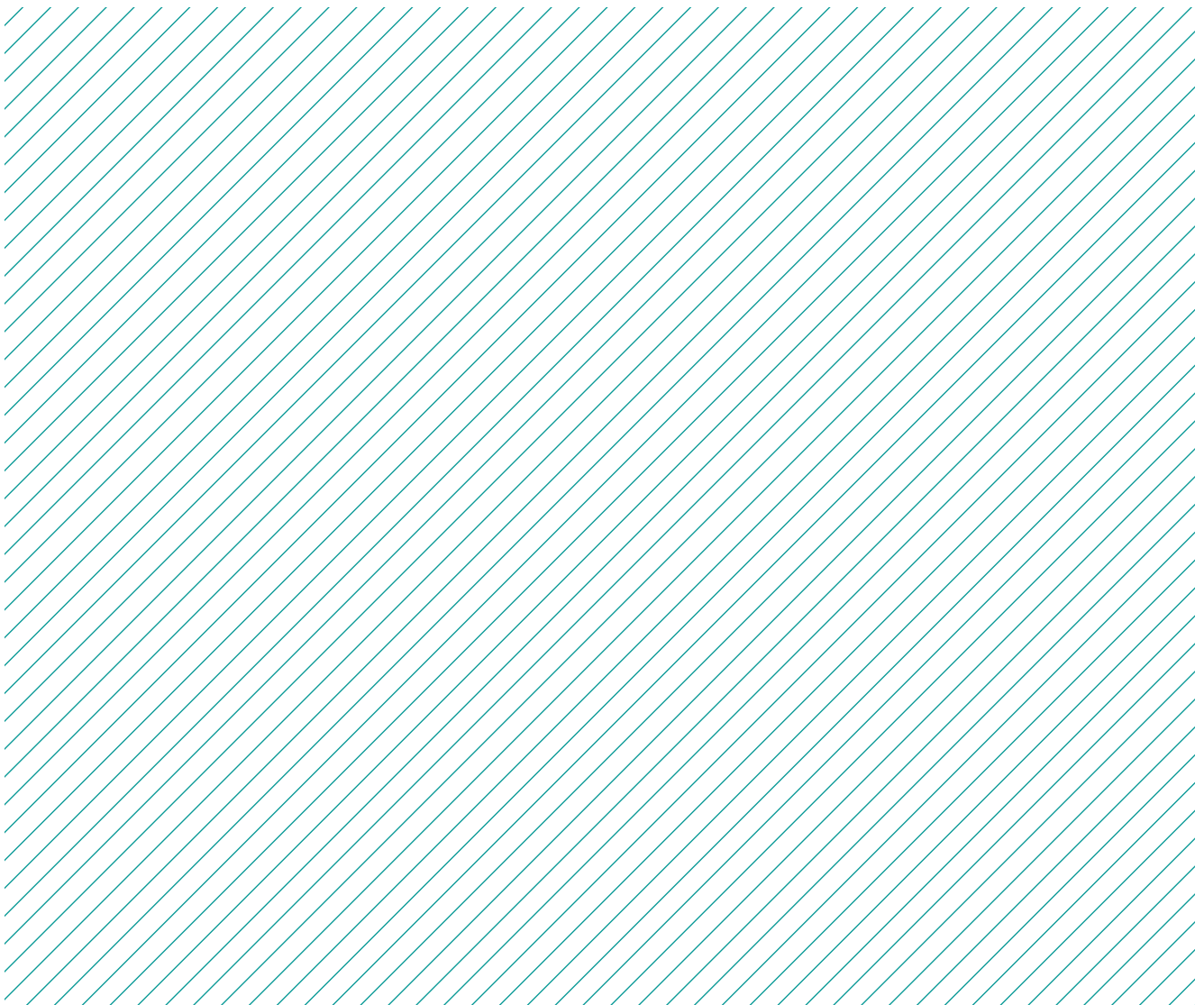
- 20% deposit to initiate work.
- The schedule indicates the project will take approximately 2 months to complete. Invoices will be submitted over the course of 2 months in monthly installments based on the percentage of work completed. Invoices are due upon receipt.

Submitted by:



Cathy Fromet, President  
cathy@guidestudio.com

# Relevant Project Examples



Headline

Nestled in downtown New London, Connecticut, the Cultural District offers a vibrant blend of art, history, and community. From cobblestone streets to renowned institutions like the Lyman Allyn Art Museum and the Garde Arts Center, it's a hub of creativity. Visitors can explore galleries, enjoy live performances, and delve into maritime history at the Custom House Maritime Museum. The district is a testament to the enduring allure of culture in this coastal gem.

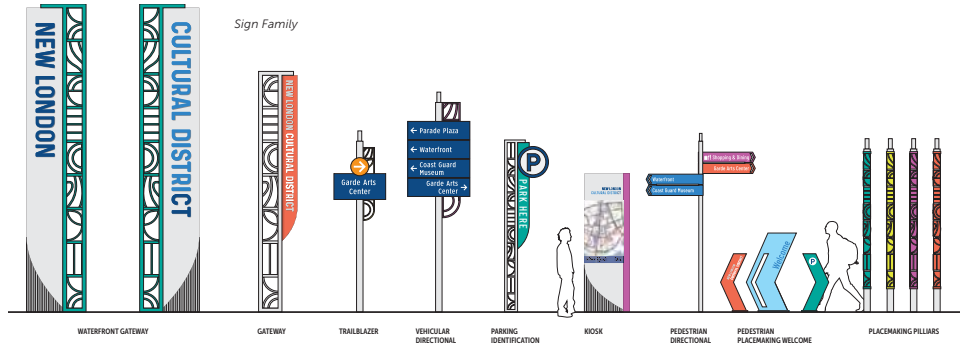
The City knew implementing a wayfinding program for the Cultural District was essential to its success. The unified signage, reinforces the districts identity as a destination for diverse activities, and promote economic growth while also fostering vitality and appeal.

Guide Studio partnered with SLR Consulting to consider a broad range of signage, placemaking and wayfinding interventions to improve experience. We also partnered with sign fabricator ACSM in a design-build process that allowed us to shorten the period of time from contract to built project.

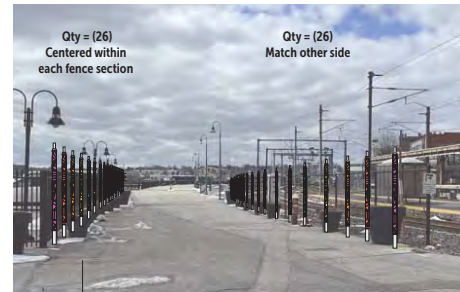


New London, Connecticut

photo from newlondonct.org



Sign System Design Development



- Guide Services
- Experience Audit & Assessment
- Wayfinding Analysis
- Message & Location Programming
- Sign Program Design

Client  
City of New London

PORTFOLIO

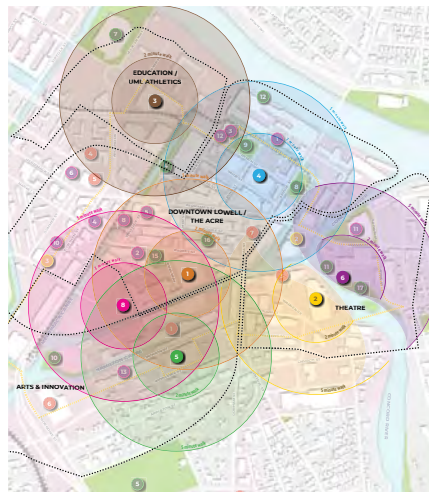
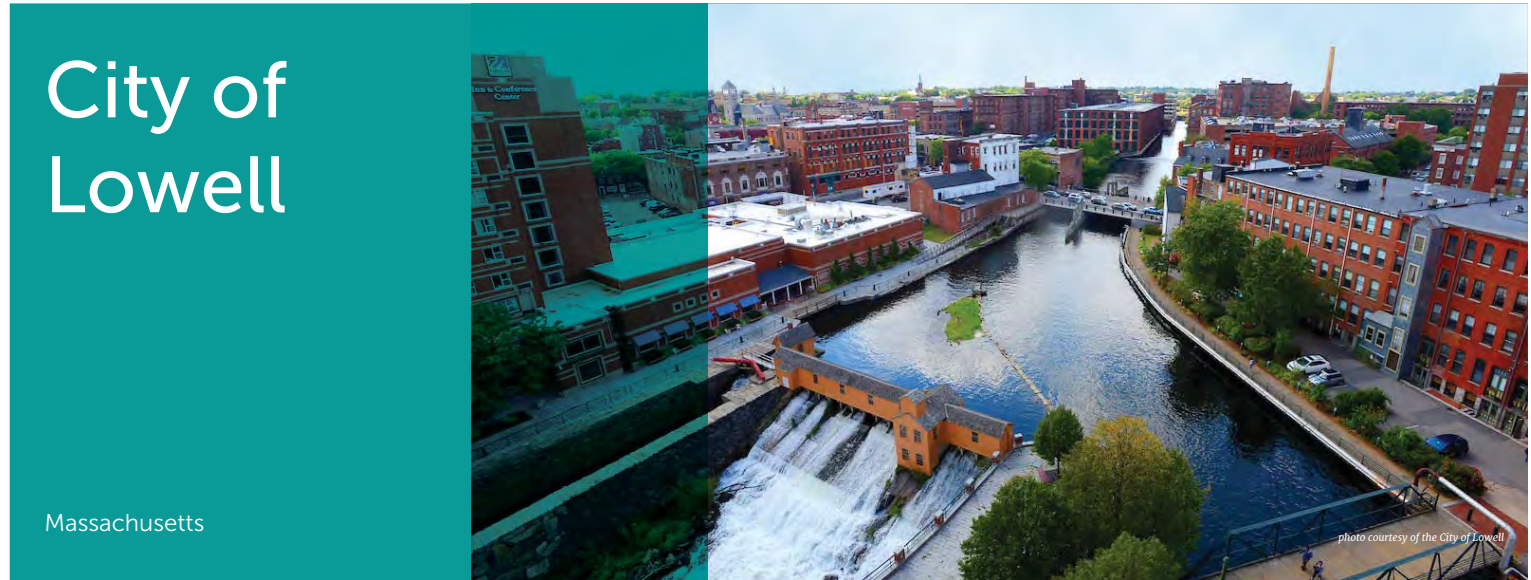
A lot to Like

The City of Lowell, Massachusetts received a Federal Highway Administration Federal Lands Access Program grant to increase pedestrian safety, mobility, preservation, economic development, and sustainability of access to federal lands within its downtown core.

Downtown Lowell is unique in that Lowell National Historic Park (LNHP) is interwoven into the fabric of the city. Visitation, mobility and access, and commercial development are inextricably linked because the park boundaries encompass downtown. Therefore, the wayfinding project had to address not only LNHP attractions, but also commercial districts and other recreational and civic amenities.

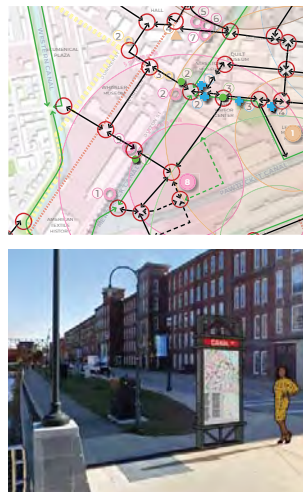
Guide partnered with SLR, formerly Milone and MacBroom, global experts in the areas of Landscape Architecture, Traffic and Transportation Engineering, Structural Engineering, Urban and Neighborhood Planning, and Complete Street Design. Located in Massachusetts, SLR functioned as the project managers—coordinating client interaction, public outreach, and more. This local partnership proved to be invaluable, as the wayfinding project happened during the COVID-19 pandemic.

The city plans to role out the first phase of signs as part of this grant. The rest of the program will be strategically phased to maximize budgets and coordinate with future projects.

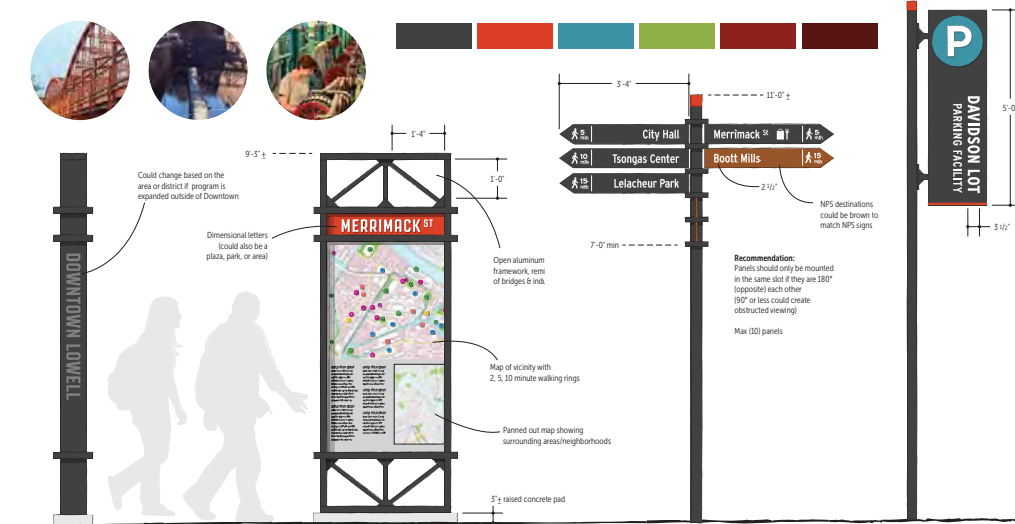


Walking analysis from parking garages & lots to visitor destinations, based on 2-5 minute walks.

©Guide Studio, Inc.



Model rendering for context.



Schematic Design

- Guide Services**
- Pedestrian Wayfinding Analysis & Master Plan
  - Public Outreach & Stakeholder Engagement Support
  - Sign System Design
  - Message & Location Programming

Client  
City of Lowell, MA

## City-wide Signage and Wayfinding Program

The City of Kaukauna, Wisconsin, is located approximately 100 miles north of Milwaukee and on the Fox River. Known for beautiful landscapes with over 240 acres of protected land and natural resources, Kaukauna is a true midwest city, rich in history and traditional values.

The City realized that when they seek to attract new business investment, maximize their tourism assets, or encourage new residential development. After working with Guide Studio to develop its brand strategy and new identity, they knew the next piece of the puzzle was to welcome, guide to, and identify the community's many amenities.

The team conducted a signage assessment and wayfinding analysis to identify the types of signage and other placemaking interventions that would help elevate the image and experience of the community.

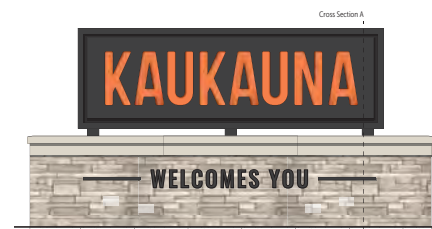
The new sign program was designed to help bring the new identity to the city's physical environment.

# City of Kaukauna

Wisconsin



new logo



### Guide Services

- Wayfinding Analysis
- Wayfinding Framework
- Conceptual Design
- Sign Program Design
- Bid Package Development
- Implementation Plan and Budget

Client  
City of Kaukauna, WI

PORTFOLIO

A Bright Culture

Guide Studio provided a comprehensive wayfinding system for the City of Holland. With a recent logo and branding update the city needed a refresh of their family of wayfinding signs. Drawing on the prominence of Hollands connection to Lake Michigan, and the deep cultural ties in the region, Guide Studio created signs that at once gesture to the city's rich culture and also speak to the vision for its future.



Image of fabricated signs currently in use



photo courtesy of the City of Holland



Schematic Design

Guide Services

- Sign System Design
- Message & Location Programming

Client  
City of Holland, MI



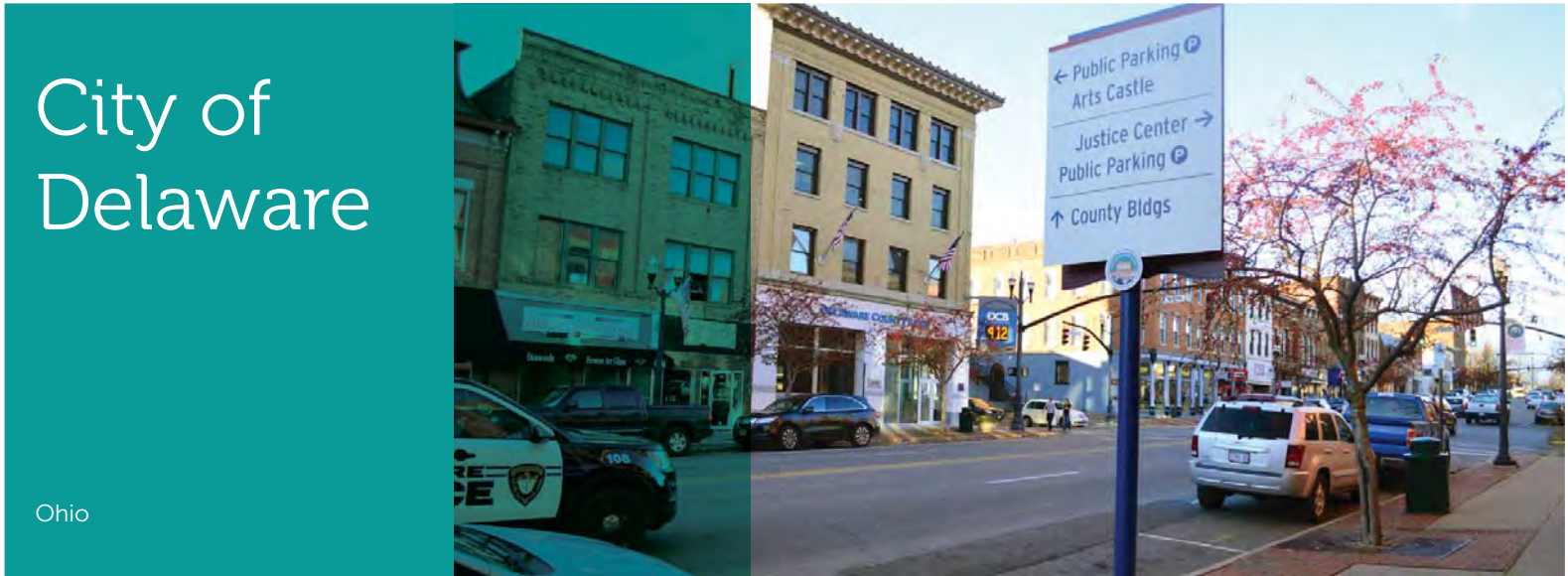
PORTFOLIO

Home Town Living, Modern Spirit

Located in the center of Ohio just north of Columbus, the City of Delaware is home to a population of around 38,000 residents, a robust light industrial/ manufacturing base, Ohio Wesleyan University and a charming downtown shopping district.

While the city was doing just fine, they wanted to stand out even more. With their sights set on continued development and economic vitality, they asked for our help with a new wayfinding system. But during the process, they ended up with a new brand first.

The new logo triggers nostalgia and pride with its classic, Americana vibe. Along with the logo, "Traditions Badges" highlight the city's eclectic attributes and can be used in a variety of marketing communications pieces. A new wayfinding program was developed and infused with brand character and prioritized getting people to and from the historic downtown district. With brand guidelines and robust sign standards in place, the City has been building and expanding brand awareness through their own platforms as well as those of their community stakeholders.



Traditions Badges



In 2019, Historic Downtown Delaware was designated by the American Planning Association as 1 of 4 Great Neighborhoods in America for their Great Places Awards.

- Guide Services
- Community Engagement
- Brand Strategy
- Brand Identity Design
- Brand Standards
- Downtown Wayfinding
- City-wide Wayfinding
- Park System Sign Standards
- Industrial/Business Park Sign Strategy
- Client
- City of Delaware, OH

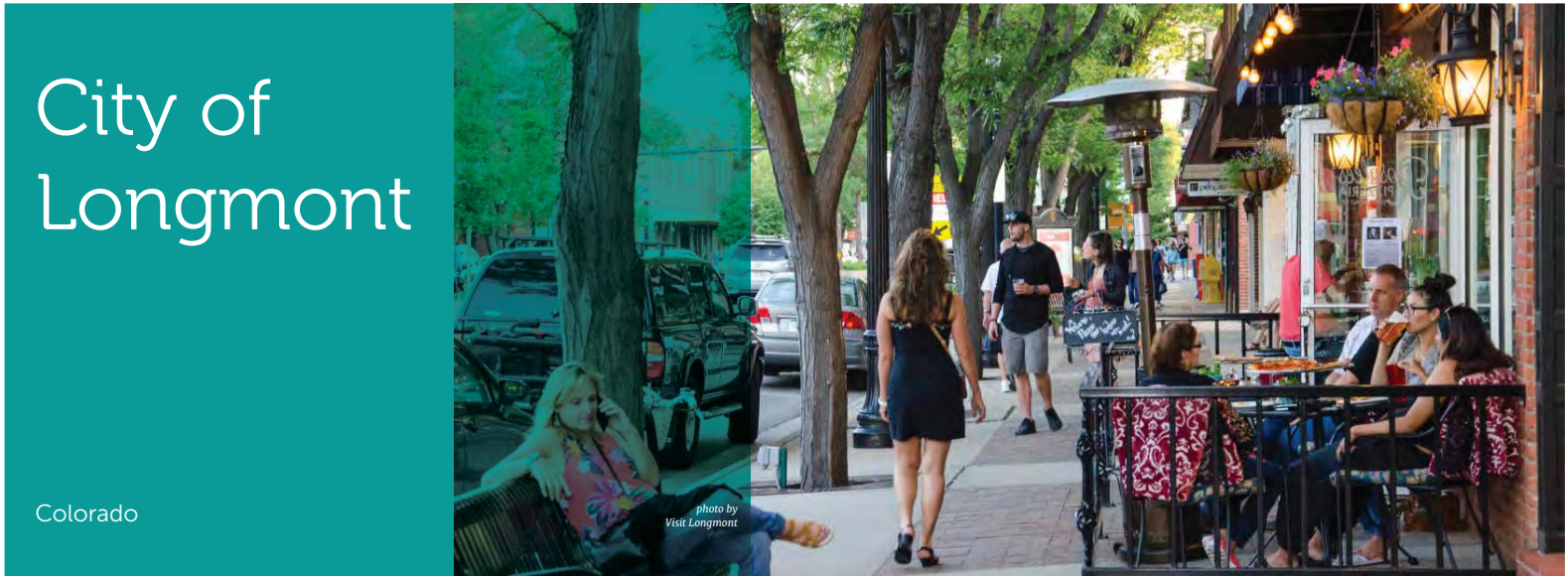
PORTFOLIO

City-wide and Downtown Wayfinding System

Home to nearly 100,000 people, the independently-governed city of Longmont, CO, blends rich urban amenities with small-town charm. Often characterized by a feisty personality, innovative spirit, and majestic Rocky Mountain views, this vibrant community continues to reach new heights in its pursuit of giving people a great place to live, work and visit.

After the re-branding in 2019, the city knew that it was important that the visual identity make its way into the physical environment. Using brand through signage, banners, and other graphic interventions helps to create a sense of place by welcoming visitors, identifying key facilities and amenities, and providing a consistent and attractive visual that signals this place is well cared for.

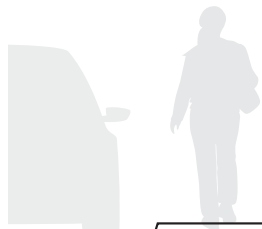
Longmont also recognized that the quality of its amenities would draw visitors who were new and unfamiliar with their city. A wayfinding system was developed to make navigating and exploring this beautiful front-range community easier.



# City of Longmont

Colorado

photo by Visit Longmont

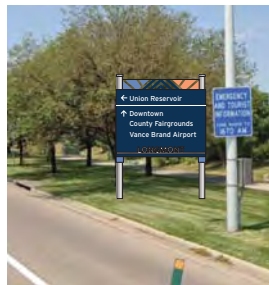


Gateway Signs



Front View

Side View



We were particularly impressed by Guide Studio's expertise in municipal branding, as well as their brand discovery process and community involvement. We believe their work will drive a shift in perception about the quality of life we offer.

Marijke Unger, Citywide Communications Manager, City of Longmont, CO



Guide Services

- Wayfinding Analysis
- Wayfinding Framework
- Conceptual Design
- Sign Program Design
- Bid Package Development
- Implementation Plan and Budget

Client  
City of Longmont, CO

PORTFOLIO

This is the Place

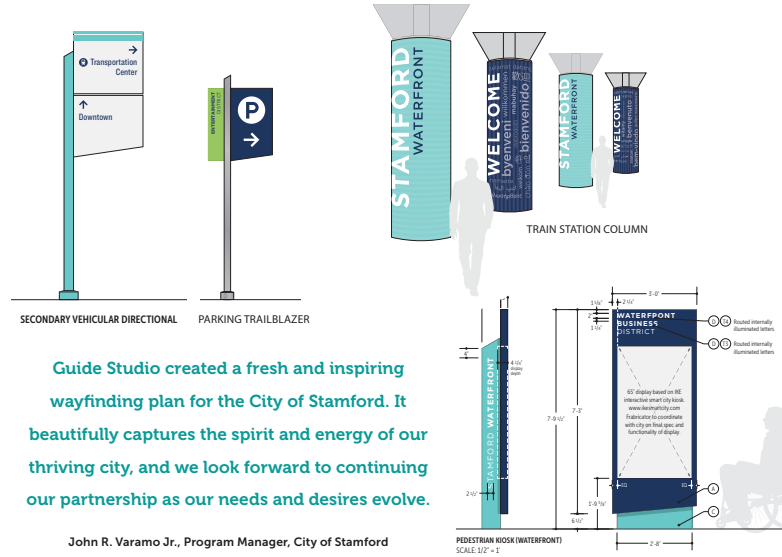
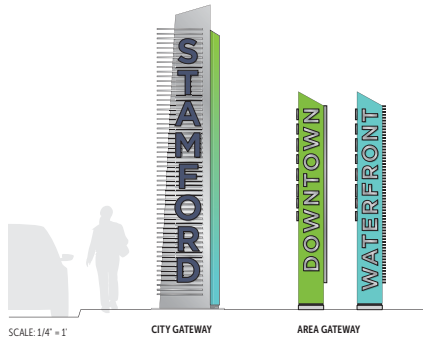
The City of Stamford hired Guide Studio to develop a master wayfinding signage program that would unify the Downtown Special Services District and the Harbor Point development as the Innovation District. In the center of the two areas is the Stamford Transportation Center, which acts as a hub for visitors and workers traveling from New York and other surrounding cities. As the home of one of the largest financial districts in the region and a high concentration of large corporations, including prestigious Fortune 500 and Fortune 1000 businesses, this small community transforms into a bustling metropolis every day.

Guide Studio worked with a steering committee to name sub-districts and create a nomenclature hierarchy within the Innovation District, allowing for simplified directions to destinations and parking.

As Stamford continues to attract economic investment, new residents and commuters, the new wayfinding strategy not only helps people navigate everything it has to offer, but establishes the sense of place they lacked in years past. Most importantly, it gives people a reason to stay, explore, and experience this thriving community.



©Guide Studio, Inc.



Guide Studio created a fresh and inspiring wayfinding plan for the City of Stamford. It beautifully captures the spirit and energy of our thriving city, and we look forward to continuing our partnership as our needs and desires evolve.

John R. Varamo Jr., Program Manager, City of Stamford

- Guide Services**
- Stakeholder Engagement
  - Wayfinding Strategy
  - Wayfinding Master Plan
  - District Naming & Nomenclature
  - Message & Location Programming
  - Sign System Design
  - Prototype Coordination

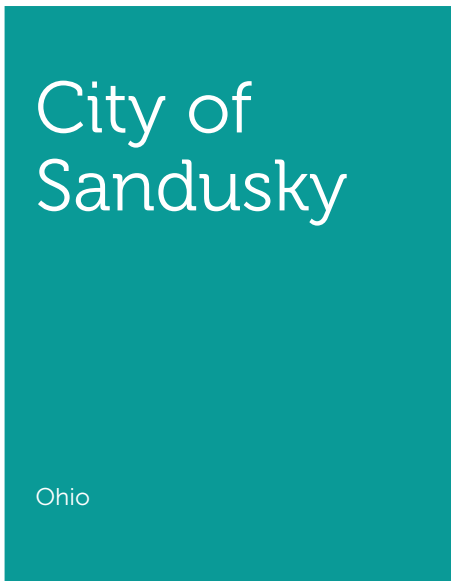
Client  
City of Stamford

## More than the Roller Coaster Capital of the World

Best known for Cedar Point, Sandusky has a lot more to offer beyond the thrill of roller coasters. The city has developed into a diverse Lake Erie port town and gateway to nearby island recreation destinations. However, limited public awareness around community assets outside of Cedar Point meant visitors were missing out much of what Sandusky has to offer.

City leaders understood that attracting even a small percentage of Cedar Point traffic would transform visitors into advocates, resulting in a tremendous impact on local businesses. The comprehensive brand strategy and wayfinding system champions a special experience beyond the “Roller Coaster Capital of the World.” Bearing a nautical design, the signage points the way to and through Sandusky’s bustling waterfront downtown.

The wayfinding program has been a piece of a larger branding, placemaking and development puzzle for the City. Named “Best Coastal Small Town” in the 2019 USA Today Readers’ Choice Poll, Sandusky continues to position itself as a welcoming place for regional residents, investors, and visitors.



“The goal is to give people a sense of arrival not only to Sandusky, but to our core and historic district as well. We’re building on existing assets like Cedar Point while letting visitors know there is an entire city they can explore.”

Eric Wobser, City Manager, City of Sandusky



### Guide Services

- Site Audit
- Stakeholder Engagement
- Brand Positioning
- Wayfinding Framework
- Sign System Design
- Message & Location Programming
- Bid Evaluation
- Implementation Management

Client  
City of Sandusky, OH

PORTFOLIO

Showcasing history — for the future

As one of the Midwest’s first-planned communities, Worthington has preserved its historical roots and established itself as a dynamic hub for commercial businesses, residents and visitors. While Worthington is the quintessential place to live and work, a citywide steering committee wanted to make their brand and wayfinding experience better so even more people could connect with this picture perfect community.

Working with a steering committee made up of local stakeholders, Guide developed a wayfinding plan that addressed their concern about making main attractions and parking more accessible. The committee selected a concept that felt both modern and traditional - keeping in alignment with the community character and history.

The new wayfinding design enables them to sustain their traditional community feel while making movement easier and more pleasant regardless of whether you’re walking, biking or driving throughout the city.

The City opted to implement the comprehensive program over a period of five years. The standard of design for the sign program made it easy for them to apply the program consistently everywhere — even with a phased approach.

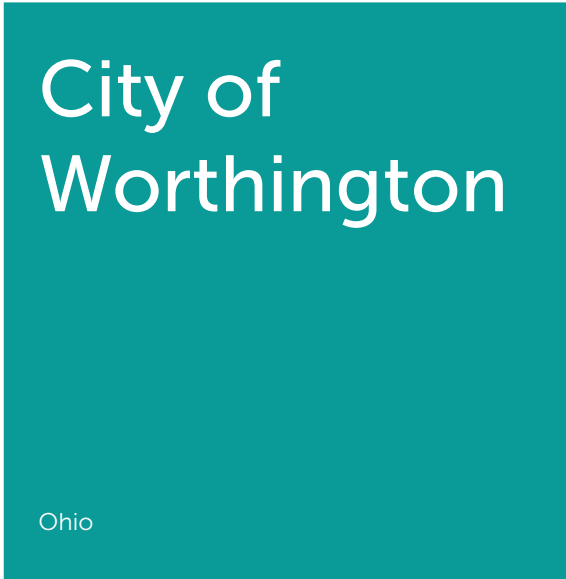


photo courtesy of the City of Worthington



*“As Columbus continues to expand, we needed to maintain our own distinct identity. From the outset, we were so impressed with Guide Studio, not only for their creativity, but their approach to the relationship. Rather than dictating their own process and ideas, they opened up a dialogue and listened.”*

Lee Brown, Director, Planning and Building Department, City of Worthington



Guide Services

- Stakeholder Engagement
- Wayfinding Audit
- Wayfinding Analysis
- Sign Plan
- Sign Program Design
- Implementation Plan
- Implementation Oversight

Client  
City of Worthington, OH

PORTFOLIO

The Oldest Shopping District In Ohio

The Coral Company acquired Shaker Square, the nation's second oldest planned shopping and neighborhood center, with a vision to enhance and energize this public space.

The identity, which represents the four quadrant plan of the center, is contemporary, yet respects the historic nature of the site and architecture. A complementary color palette was introduced to contrast with the stark red brick and white framed Georgian-style architecture.

To make this a viable destination on a regional scale, the wayfinding system focuses on safely directing visitors to rear-of-building parking, while using pedestrian directory kiosks to showcase the variety of destinations in all four quadrants.

Fabricated and installed by ASI Signage Innovations.

Guide Studio was a proud tenant of Shaker Square for 17 years.



- Guide Services
- Brand Identity Design
  - Marketing Materials Design
  - Wayfinding Analysis
  - Sign Plan Development
  - Sign System Design
  - Implementation Management

Client  
The Coral Company  
Cleveland, OH

## Kent Speaks Through Signage

Every college town has the hope of becoming a destination. While the re-development efforts addressed the infrastructure, Downtown Kent, home to Kent State University, needed to champion their brand identity through wayfinding to stand tall as it's own destination.

Guide Studio was provided with some early identity studies completed by Kent State students. Through stakeholder engagement, our team dove deeper to understand the community's character and develop a brand identity.

"Kent Speaks" which is the foundation for the visual brand — is built off of the premise that Downtown Kent has a story to tell. A story that expresses its history and traditions but balances that with a fun loving, eclectic energy. The sign program balanced the purpose of guiding visitors through the downtown while offering a positive energy and interaction.

The resulting program has been embraced by Kent's Main Street Organization and soon, Kent Speaks inspired the community to use its unique theme in new downtown events and parks' programming. The brand and wayfinding program has helped to cement Downtown Kent's status as a true visitor destination.



**"We wanted to instill a sense of 'you have arrived' when people walked or drove around the downtown. To do that, we needed to strengthen the connection between all of our amenities."**

James Bowling, Deputy Service Director at City of Kent



- Guide Services
- Site Audit
- Stakeholder Engagement
- Identity Development
- Wayfinding Plan
- Sign System Development
- Government Reviews
- Design Intent Documentation
- Implementation Management
- Client
- City of Kent, OH

### A Vibrant Community

In Lakewood's Historic Business District, Downtown Lakewood is known for its independent restaurants, unique storefronts and specialty shops. While the area is lively, the condensed city layout had navigational issues, amplified by a lack of parking signage which impacted the retail businesses. Furthermore, visitors and residents did not refer to the district as Downtown Lakewood, which presented an opportunity to align the distinct downtown experience with a strong brand identity.

The identity reflects the authentic voice of the community, gathered from business owners, residents and other community members in public meetings and on-line surveys. Audit tools included a 'personality' brainstorm and inventory of visual elements in the district. The authentic character of the district was embodied in a new logo with the considered flexibility of using it on marketing materials as well as signs for brand consistency throughout the downtown area.

Through Guide's partnership with Lakewood Alive, Downtown Lakewood established itself as a recognizable district with a defined footprint and identified district entrances. Visitors have a much easier time getting around and have a clear sense of when they've entered the Downtown area.



Ohio



Logo

"Guide Studio had a good team that clearly understood the vision we were trying to capture. The process was streamlined, and I knew that when I reached out, they would be responsive."

Ian Andrews, Executive Director at Lakewood Alive



#### Guide Services

- Site Audit
- Brand Identity Design
- Sign System Design
- Stakeholder Engagement
- Government Reviews
- Message & Location Planning
- Design Intent Documentation

Client  
Lakewood Alive, OH



**Resolution No. 2024-76**

**A RESOLUTION APPROVING THE PROPOSAL FOR SIGNAGE  
WAYFINDING ASSESSMENT AND NEEDS ANALYSIS  
BETWEEN GUIDE STUDIO 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 issued a Request for Proposals for Signage Wayfinding Assessment and Needs Analysis;

**WHEREAS**, two responses were received, with Guide Studio presenting the proposal that best met the City's needs;

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

**NOW, THEREFORE, BE IT RESOLVED** that that the agreement between the City of North Liberty and Guide Studio is approved for Signage Wayfinding Assessment and Needs Analysis in the amount of \$10,000.00.

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

**APPROVED AND ADOPTED** this 9th day of July, 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



# **Shive Hattery Project Agreements**

**PROPOSAL FOR SERVICES**

TO: City of North Liberty

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

PROJECT NAME: Freedom Park Trail Improvements

DATE: June 19, 2024

**PROJECT DESCRIPTION:** Design, bidding, and construction phase services for Freedom Park Trail Improvements. The improvements generally consist of a new 6-foot-wide trail connection from Jones Boulevard to Pebble Court and associated storm water piping to accommodate this trail through Freedom Park. Exhibits of the project location, concept improvements and concept phase project cost opinion are included with this proposal as attachments. The Concept Phase cost opinion for this project is \$130,000.

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

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

1. **Design Phase:** Design phase shall include the following services.
  - a. Surveying and Base Mapping: We will provide a topographical survey. Right-of-way and existing easements shall be included. The field survey will be used as the base map for the design plans.
  - b. Design Services: We will provide design services for the improvement project. The scope of the design is generally as shown on the concept phase drawing exhibit included as an attachment. As part of the design process, we will walk the site with City staff to determine the preferred approximate trail routing to be used for the project. The design process/approach will include regular meetings with City staff.
  - c. 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.
  - d. Cost Opinion: We will prepare opinions of probable construction costs for the project. Updated cost opinions will be prepared and reviewed with City staff as a deliverable with each preliminary and final design phase submittal package.
  - e. Project Manual: We will prepare a project manual including bidding documents, construction contract, and technical project specifications for the project.
2. **Bidding Phase:** Services include preparation of bid documents, distribution of contract documents to potential bidders, provide clarification of documents and answer contractor questions, issue addenda as needed, attend bid opening, prepare tabulation of bids, and provide recommendation to the Owner regarding award of contract.



3. **Construction Phase:** Services include the following based upon an estimated two-month construction period.
  - a. Prepare and distribute construction contract and Notice to Proceed.
  - b. Review form of contract, bonds, and insurance.
  - c. Schedule and facilitate a preconstruction meeting to communicate schedule and the administrative details of the project.
  - d. Provide construction observation at appropriate intervals to determine if the work is proceeding in general conformance with the contract documents.
  - e. Provide materials testing including subgrade compaction and concrete testing.
  - f. Provide construction staking.
  - g. Facilitate and participate with construction progress meetings.
  - h. Review contractor submittals. Issue clarifications and authorize changes to the contract documents. Negotiate and prepare change orders as needed.
  - i. Review payment applications and provide recommendation to Owner for payment.
  - j. Provide final review of work to determine if work has been completed satisfactorily. Prepare list of deficient items to the contractor as needed. Review final payment application, bonds, and provide recommendation to Owner for final acceptance.
  - k. Prepare Construction Record Drawings as provided by the Contractor and submit to the Owner.

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

1. Participation at design review meetings and review of design phase submittals. Provide authorization to proceed with final design and bid letting.
2. Provide easement and/or acquisition services as needed.
3. Schedule and conduct informational meeting(s) with property owners and the public as deemed necessary.
4. Provide daily construction observation services to monitor progress of the project and provide on-site communications with the Contractor, engineer, and adjacent property owners.

**SCHEDULE:** We will begin our services immediately after execution of this Agreement. The services will be completed in a timely manner. We understand the project schedule goal is for bidding to occur winter 2024 and construction to begin spring 2025.

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

|                        |                 |                         |
|------------------------|-----------------|-------------------------|
| Design & Bidding Phase | \$ 17,000       | Lump Sum                |
| Construction Phase     | \$ 9,000        | Hourly (estimated)      |
| Reimbursable Expenses  | \$ <u>1,500</u> | As incurred (estimated) |
| Total                  | \$ 27,500       |                         |

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

**ADDITIONAL SERVICES:** Additional services requested that are not included in the Scope of Services will be provided at standard hourly rates such as preparation of easement or acquisition documents.

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

**ACKNOWLEDGEMENT OF OFFER AND ACCEPTANCE:**

Proposal accepted and work is authorized to proceed:

THE CITY OF NORTH LIBERY, IOWA

SHIVE-HATTERY, INC.

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



\_\_\_\_\_  
 Michael J. Janecek, P.E.  
 Project Manager

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

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

MJJ/bad

- Enc.: Standard Terms and Conditions  
 Freedom Park Trail – Conceptual Layout  
 Freedom Park Trail – Cost Opinion  
 Freedom Park Trail – Preliminary Schedule

## STANDARD TERMS AND CONDITIONS

### **PARTIES**

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

### **LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES**

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

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

### **INDEMNIFICATION**

*Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, 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**

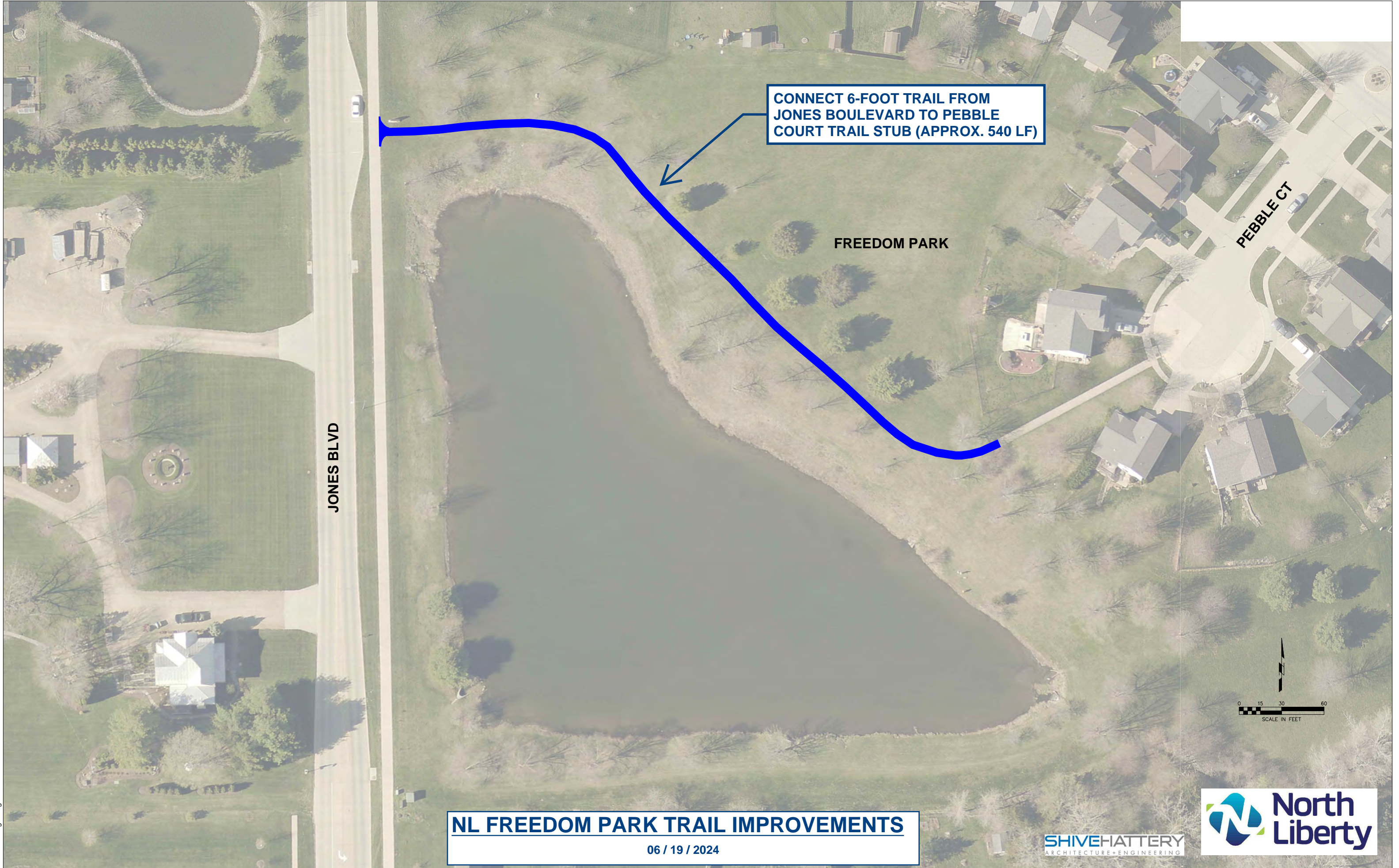
It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA),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

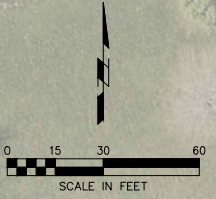


CONNECT 6-FOOT TRAIL FROM  
JONES BOULEVARD TO PEBBLE  
COURT TRAIL STUB (APPROX. 540 LF)

FREEDOM PARK

JONES BLVD

PEBBLE CT



**NL FREEDOM PARK TRAIL IMPROVEMENTS**

06 / 19 / 2024



Drawing1.dwg

**NL FREEDOM PARK TRAIL IMPROVEMENTS**

**OPINION OF ANTICIPATED CONSTRUCTION COSTS**

**Concept Phase - 06 / 19 / 2024**

*DESCRIPTION: Six-foot wide trail within Freedom Park including walk connections, seeding restoration and associated stormwater drainage provisions.*

| ITEM | DESCRIPTION                            | UNIT | QUANTITY | UNIT COST | EXTENDED COST |
|------|--|------|----------|-----------|---------------|
| 1    | EXCAVATION, CL 10, ROADWAY AND BORROW  | CY   | 350      | \$ 20     | \$ 7,000      |
| 2    | TOPSOIL, STRIP, SALVAGE, SPREAD        | CY   | 350      | \$ 20     | \$ 7,000      |
| 3    | SIDEWALK, P.C. CONCRETE, 6 IN.         | SY   | 375      | \$ 65     | \$ 24,375     |
| 4    | MODIFIED SUBBASE                       | CY   | 80       | \$ 60     | \$ 4,800      |
| 5    | UTILITY, CULVERT, DRAINAGE ADJUSTMENTS | LS   | 1        | \$ 17,000 | \$ 17,000     |
| 6    | EROSION CONTROL AND SEEDING            | ACRE | 1.5      | \$ 8,000  | \$ 12,000     |
| 7    | MOBILIZATION (10%)                     | LS   | 1        | \$ 10,500 | \$ 10,500     |
| 8    | CONTINGENCY (25%)                      | LS   | 1        | \$ 21,000 | \$ 21,000     |

Opinion of Probable Construction Cost \$ 104,000  
 Engineering, Legal, Administration (25%) \$ 26,000

**\* Opinion of Project Cost - Total \$ 130,000**

\* Does not include costs for easements and/or acquisitions

**NL Freedom Park Trail Improvements**  
*Preliminary Project Schedule – 06 / 19 / 2024*

| <b><u>Milestone</u></b>                 | <b><u>Date</u></b>              |
|---|---------------------------------|
| Approve Proposal                        | June 25, 2024 (Council Meeting) |
| Survey and Base Mapping Complete        | July 26, 2024                   |
| 50% Submittal (Plans / Costs)           | Aug. 30, 2024                   |
| Owner Review Meeting                    | Sept. 9, 2024                   |
| Final Submittal (Plans / Specs / Costs) | Oct. 11, 2024                   |
| Final Owner Review Meeting              | Oct. 21, 2024                   |
| Issue Documents for Bids                | Nov. 5, 2024                    |
| Public Hearing                          | Nov. 12, 2024 (Council Meeting) |
| Receive Bids                            | Dec. 3, 2024                    |
| Award                                   | Dec. 10, 2024 (Council Meeting) |
| Pre-Construction Meeting                | May 2025 (TBD)                  |
| Substantial Completion                  | July 2025 (TBD)                 |
| Fall Seeding Target                     | Sept. 1, 2025 (+/-)             |
| Final Completion / Seeding Acceptance   | Oct. 2025 (TBD)                 |

\*Easements and acquisitions are unknown at this time



**Resolution No. 2024-77**

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

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

**WHEREAS**, the City of North Liberty desires to a construct a new trail segment of 6-foot wide trail from Jones Boulevard to Pebble Court and associated stormwater piping to accommodate the trail;

**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 Freedom Park Trail Improvements Project in amounts as follows: Design & Bidding \$17,000; Construction Phase \$9,000; and Reimbursable Expenses \$1,500; for a total of \$27,500 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 9th day of July, 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

## PROPOSAL FOR SERVICES

TO: City of North Liberty

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

PROJECT NAME: NL Community Center Parking Lot Improvements – Phase 1

DATE: June 19, 2024

**PROJECT DESCRIPTION:** Design, bidding, and construction phase services for NL Community Center Parking Lot Improvements – Phase 1. The improvements generally consist of asphalt resurfacing the existing west parking lot, sidewalk and intake repair and replacement near the west library entrance doors, and access drive repair and replacement at the east side lower level building entrance to improve service vehicle access and drainage. Exhibits of the project location, concept improvements and concept phase project cost opinion are included with this proposal as attachments. The Concept Phase cost opinion for this project is \$327,000.

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

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

1. **Design Phase:** Design phase shall include the following services.
  - a. Surveying and Base Mapping: We will provide a topographical survey of the project area. Right-of-way and existing easements shall be included. The field survey will be used as the base map for the design plans.
  - b. Design Services: We will provide design services for the improvement project including traffic control plans. The scope of the design is generally as shown on the concept phase drawing exhibit included as an attachment. The design process/approach will include regular meetings with City staff.
  - c. 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.
  - d. Cost Opinion: We will prepare opinions of probable construction costs for the project. Updated cost opinions will be prepared and reviewed with City staff as a deliverable with each preliminary and final design phase submittal package.
  - e. Project Manual: We will prepare a project manual including bidding documents, construction contract, and technical project specifications for the project.
2. **Bidding Phase:** Services include preparation of bid documents, distribution of contract documents to potential bidders, provide clarification of documents and answer contractor questions, issue addenda as needed, attend bid opening, prepare tabulation of bids, and provide recommendation to the Owner regarding award of contract.



3. **Construction Phase:** Services include the following based upon an estimated three-month construction period.
  - a. Prepare and distribute construction contract and Notice to Proceed.
  - b. Review form of contract, bonds, and insurance.
  - c. Schedule and facilitate a preconstruction meeting to communicate schedule and the administrative details of the project.
  - d. Provide construction observation at appropriate intervals to determine if the work is proceeding in general conformance with the contract documents.
  - e. Provide materials testing including subgrade compaction and concrete testing.
  - f. Provide construction staking.
  - g. Facilitate and participate with construction progress meetings.
  - h. Review contractor submittals. Issue clarifications and authorize changes to the contract documents. Negotiate and prepare change orders as needed.
  - i. Review payment applications and provide recommendation to Owner for payment.
  - j. Provide final review of work to determine if work has been completed satisfactorily. Prepare list of deficient items to the contractor as needed. Review final payment application, bonds, and provide recommendation to Owner for final acceptance.
  - k. Prepare Construction Record Drawings as provided by the Contractor and submit to the Owner.

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

1. Participation at design review meetings and review of design phase submittals. Provide authorization to proceed with final design and bid letting.
2. Provide easement and/or acquisition services as needed.
3. Schedule and conduct informational meeting(s) with property owners and the public as deemed necessary.
4. Provide daily construction observation services to monitor progress of the project and provide on-site communications with the Contractor, engineer, and adjacent property owners.

**SCHEDULE:** We will begin our services immediately after execution of this Agreement. The services will be completed in a timely manner. We understand the project schedule goal is for bidding to occur winter of 2024 and construction to be substantially completed fall of 2025.

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

|                        |                 |                         |
|------------------------|-----------------|-------------------------|
| Design & Bidding Phase | \$ 30,000       | Lump Sum                |
| Construction Phase     | \$ 15,000       | Hourly (estimated)      |
| Reimbursable Expenses  | \$ <u>1,500</u> | As incurred (estimated) |
| Total                  | \$ 46,500       |                         |

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

**ADDITIONAL SERVICES:** Additional services requested that are not included in the Scope of Services will be provided at standard hourly rates such as preparation of easement or acquisition documents.

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

**ACKNOWLEDGEMENT OF OFFER AND ACCEPTANCE:**

Proposal accepted and work is authorized to proceed:

THE CITY OF NORTH LIBERY, IOWA

SHIVE-HATTERY, INC.

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



\_\_\_\_\_  
 Michael J. Janecek, P.E.  
 Project Manager

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

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

MJJ/bad

- Enc.: Standard Terms and Conditions  
 NLCC Parking Lot Improvements Phase 1 – Concept Exhibit  
 NLCC Parking Lot Improvements Phase 1 – Cost Opinion  
 NLCC Parking Lot Improvements Phase 1 – Preliminary Schedule



## STANDARD TERMS AND CONDITIONS

### **PARTIES**

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

### **LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES**

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

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

### **INDEMNIFICATION**

*Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, 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**

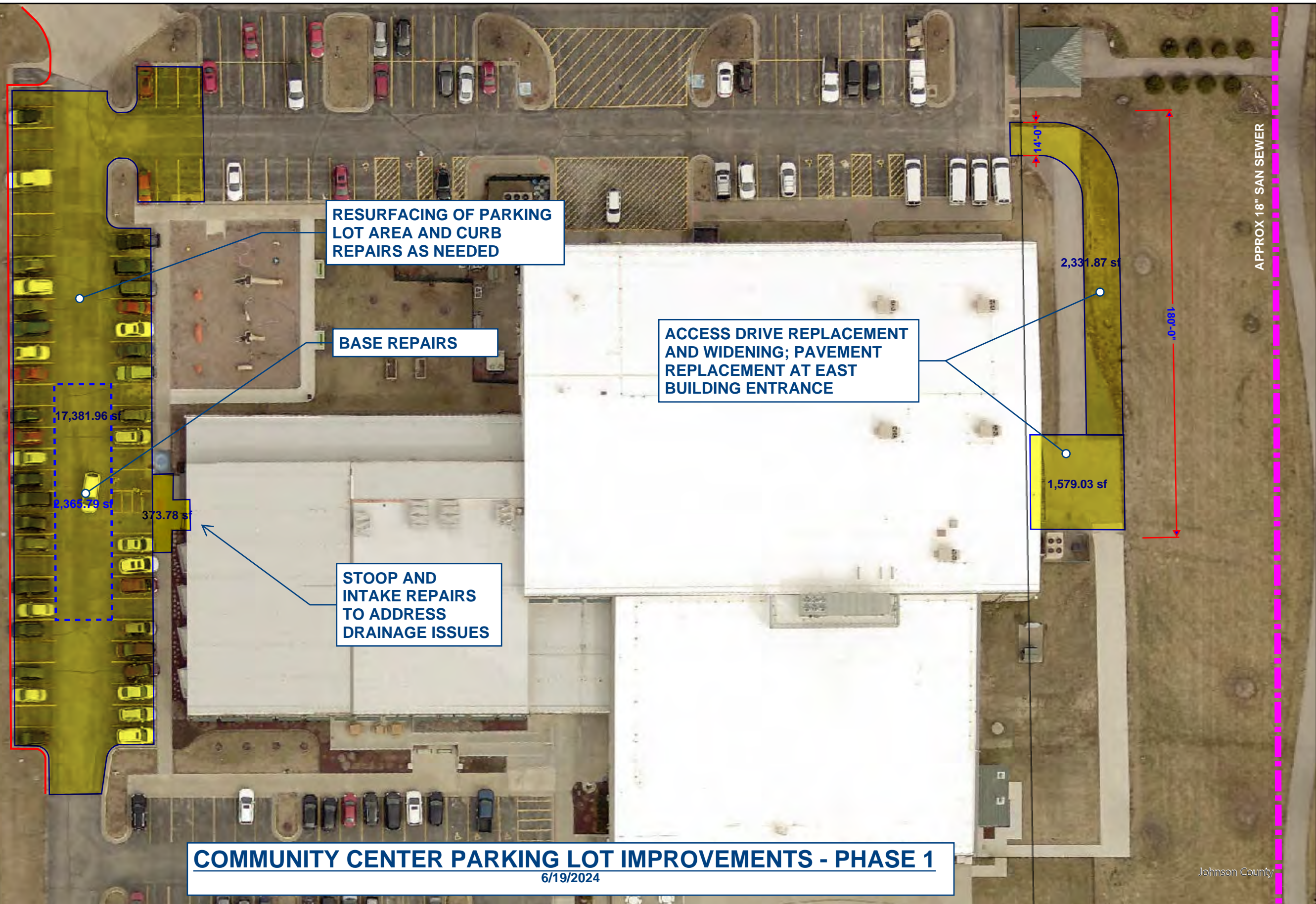
It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA),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

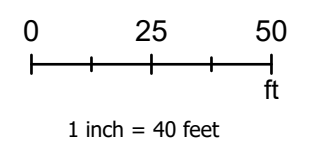
**ACCEPTANCE**

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.



**COMMUNITY CENTER PARKING LOT IMPROVEMENTS - PHASE 1**  
6/19/2024

Johnson County



**NORTH LIBERTY COMMUNITY CENTER PARKING LOT IMPROVEMENTS - PHASE 1**

**OPINION OF ANTICIPATED CONSTRUCTION COSTS**

Concept Phase - 06 / 19 / 2024

**DESCRIPTION:** Resurface the existing parking lots surrounding the Community Center - Phase 1 West Lot concept includes mill and overlay of asphalt surfacing, some areas of full depth asphalt repair, some areas of curb repair, replacing Library entrance sidewalk to improve drainage near the door, replacing east entrance sidewalk to improve drainage near the door, and replacing east entrance access drive to widen and realign.

| ITEM | DESCRIPTION   | QTY   | UNITS | UNIT COST | EXTENDED COST |
|------|---|-------|-------|-----------|---------------|
| 1    | TOPSOIL, OFF-SITE   | 90    | CY    | \$ 35     | \$ 3,150      |
| 2    | EXCAVATION, CLASS 10  | 80    | CY    | \$ 50     | \$ 4,000      |
| 3    | SUBGRADE PREPARATION  | 440   | SY    | \$ 3      | \$ 1,320      |
| 4    | SUBBASE, MODIFIED, 6 IN.  | 40    | CY    | \$ 60     | \$ 2,400      |
| 5    | INTAKE, SW-510, REPLACE / MODIFY                                    | 1     | EA    | \$ 15,000 | \$ 15,000     |
| 6    | CONNECTION TO EXISTING INTAKE                                       | 2     | EA    | \$ 1,500  | \$ 3,000      |
| 7    | REMOVE INTAKE   | 1     | EA    | \$ 1,500  | \$ 1,500      |
| 8    | PAVEMENT, PCC, 6 IN.  | 440   | SY    | \$ 55     | \$ 24,200     |
| 9    | CURB AND GUTTER, 2.0 FT, 6 IN. STANDARD CURB (estimate 20% replace) | 200   | LF    | \$ 50     | \$ 10,000     |
| 10   | CLEANING AND PREPARATION OF BASE                                    | 1,940 | SY    | \$ 2      | \$ 3,880      |
| 11   | HMA MILLING, 3.0-INCH   | 1,940 | SY    | \$ 17     | \$ 32,980     |
| 12   | HMA OVERLAY, BASE COURSE, 1.5-INCH                                  | 230   | TON   | \$ 130    | \$ 29,900     |
| 13   | HMA OVERLAY, SURFACE COURSE, 1.5-INCH                               | 230   | TON   | \$ 145    | \$ 33,350     |
| 14   | PAVEMENT REMOVAL  | 500   | SY    | \$ 15     | \$ 7,500      |
| 15   | REMOVAL OF SIDEWALK   | 50    | SY    | \$ 15     | \$ 750        |
| 16   | SIDEWALK, PCC, 6 IN.  | 50    | SY    | \$ 60     | \$ 3,000      |
| 17   | DETECTABLE WARNINGS, CAST IRON                                      | 20    | SF    | \$ 60     | \$ 1,200      |
| 18   | FULL DEPTH PATCHES, 4" HMA WITH 6" SUBBASE (estimate 25%)           | 490   | SY    | \$ 75     | \$ 36,750     |
| 19   | STOOP REPAIRS AND MODIFICATION                                      | 1     | EA    | \$ 5,000  | \$ 5,000      |
| 20   | PAINTED PAVEMENT MARKINGS, HIGH-BUILD                               | 15.20 | STA   | \$ 100    | \$ 1,520      |
| 21   | PAINTED SYMBOLS AND LEGENDS, HIGH-BUILD                             | 2     | EA    | \$ 100    | \$ 200        |
| 22   | TEMPORARY TRAFFIC CONTROL   | 1     | LS    | \$ 4,000  | \$ 4,000      |
| 23   | PERMANENT TRAFFIC SIGN, WITH POST AND ANCHOR, PER PLAN              | 2     | EA    | \$ 500    | \$ 1,000      |
| 24   | CONVENTIONAL SEEDING, FERTILIZING AND MULCHING, TYPE 4              | 0.25  | ACRE  | \$ 600    | \$ 150        |
| 25   | HYDRAULIC SEEDING, FERTILIZING, AND MULCHING                        | 0.25  | ACRE  | \$ 10,000 | \$ 2,500      |
| 26   | WATERING  | 41    | MGAL  | \$ 40     | \$ 1,634      |
| 27   | COMPOST FILTER TUBE, 8-INCH DIA.                                    | 250   | LF    | \$ 2      | \$ 500        |
| 28   | TEMPORARY FENCE, CONSTRUCTION, 48 IN.                               | 200   | LF    | \$ 6      | \$ 1,200      |
| 29   | MOBILIZATION (estimate 5% - small project)                          | 1     | LS    | \$ 11,000 | \$ 11,000     |
| 30   | CONCRETE WASHOUT  | 1     | LS    | \$ 2,000  | \$ 2,000      |

**Opinion of Probable Construction Cost - Subtotal**      \$      **245,000**

Contingency (15%)      \$      37,000

**Opinion of Probable Construction Cost - Total**      \$      **282,000**

( DESIGN | BID | CONSTRUCTION) - ENGINEERING      \$      45,000

**Opinion of Project Cost - Total**      \$      **327,000**

**NL Community Center Parking Lot Improvements – Phase 1**  
*Preliminary Project Schedule – 06 / 19 / 2024*

| <u>Milestone</u>                        | <u>Date</u>                  |
|---|------------------------------|
| Approve Proposal                        | June 25, 2024 (City Council) |
| Survey and Base Mapping Complete        | July 26, 2024                |
| 50% Submittal (Plans / Costs)           | Sept 13, 2024                |
| Owner Review Meeting                    | Sept. 23, 2024               |
| Final Submittal (Plans / Specs / Costs) | Oct. 25, 2024                |
| Final Owner Review Meeting              | Nov. 4, 2024                 |
| Issue Documents for Bids                | Nov. 19, 2024                |
| Public Hearing                          | Nov. 26, 2024 (City Council) |
| Receive Bids                            | Dec. 17, 2024                |
| Award                                   | Jan. 14, 2025 (City Council) |
| Pre-Construction Meeting                | April 2025 (TBD)             |
| Substantial Completion                  | Aug. 2025 (TBD)              |
| Fall Seeding Target                     | Sept. 1, 2025 (+/-)          |
| Final Completion / Seeding Acceptance   | Oct. 2025 (TBD)              |

\* Easements and acquisitions are unknown at this time



**Resolution No. 2024-78**

**RESOLUTION APPROVING SERVICES AGREEMENT  
BETWEEN THE CITY OF NORTH LIBERTY AND SHIVE-  
HATTERY, INC. FOR THE COMMUNITY CENTER PARKING LOT  
IMPROVEMENTS PHASE 1 PROJECT**

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

**WHEREAS**, the City of North Liberty desires to install asphalt resurfacing of the existing west parking lot, sidewalk and intake repair and replacement near the west library entrance doors, and access drive repair and replacement at the east side lower level building entrance to improve service vehicle access and drainage; and

**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 Community Center Parking Lot Improvements Phase 1 Project in amounts as follows: Design & Bidding \$30,000; Construction Phase \$15,000; and Reimbursable Expenses \$1,500; for a total of \$46,500 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 9th day of July, 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





# **Sugar Creek Lane Project**

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

### TEMPORARY CONTRUCTION EASEMENT AGREEMENT

This agreement is made and entered into by and between BARBARA A. HALM, owner of the real estate described herein, (hereinafter referred to as "Property Owner," which expression shall include her 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 the City a temporary easement for the public purpose of reconstruction of portions of Sugar Creek Lane (the "Project"), under, over, through and across real property located in North Liberty, Iowa, which property is legally described as follows:

The Eastern 50' of Lot 5, Country Living Addition, Part II, City of North Liberty, Iowa; subject to easements, restrictions and covenants of record

AND

The Eastern 50' of Lot 48, Sunset Addition Part 2, North Liberty, Iowa, according to the plat thereof recorded in Plat Book 31, at Page 97, Plat Records in the Office of the Recorder of Johnson County, Iowa; subject to easements, restrictions and covenants of record.

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 – TEMPORARY EASEMENT**

The Property Owner and the City agree that:

1. Property Owner does hereby grant and convey to City a temporary construction easement (the "Temporary Easement") for the purpose of facilitating the City's construction of the Project described above.
2. The Property Owner shall not, during the construction of the Project, erect any landscaping, fences, or structures over, under or within the Temporary Easement area, nor change the grade, elevation or contour of any part of the Temporary Easement area, without obtaining the prior written approval of the City Engineer.
3. The City shall have the right of access to the temporary construction easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to redirect public traffic and to remove any unauthorized obstructions or structures placed or erected on the easement area.
4. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary construction easement area to substantially the same condition as existed prior to the commencement of construction operations.
5. City covenants and agrees that driveways, fences and other site features that are removed or disturbed shall be replaced by City consistent with the final construction plans, which the City Engineer shall make available to the Property Owner upon request. City covenants and agrees that existing underground drainage tiles that are removed or disturbed shall, to the extent reasonably possible, be replaced by City. City further agrees that all grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by City.
6. City covenants and agrees to remove and stockpile existing topsoil from areas to be excavated, to be used in the event of any repair. Following installation of the improvements described

herein, all areas within the temporary construction easement area which are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and spread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.

- 7. The rights as described above in the temporary construction easement area shall commence upon execution hereof and shall cease and terminate following the completion of the construction of the Project.

**DIVISION II – GENERAL**

The Property Owner does hereby covenant with the City that the Property Owner holds said real estate described in this easement 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 June, 2024.

**PROPERTY OWNER:**

**CITY:**

Signed: Barbara A. Halm  
Barbara A. Halm, Owner

Signed: \_\_\_\_\_  
Chris Hoffman, Mayor

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

STATE OF IOWA, JOHNSON COUNTY: ss

On this 1 day of JULY, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Barbara A. Halm, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.



[Signature]  
Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Chris Hoffman and Tracey

**Resolution No. 2024-79**

**A RESOLUTION APPROVING THE TEMPORARY  
CONSTRUCTION EASEMENT AGREEMENT BETWEEN  
BARBARA A. HALM 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 is requesting a temporary construction easement to facilitate the reconstruction of portions of Sugar Creek Lane; 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 attached agreement between the Barbara A. Halm and the City of North Liberty is approved for the property legally described as follows:

The Eastern 50' of Lot 5, Country Living Addition, Part II, City of North Liberty, Iowa; subject to easements, restrictions, and covenants of record

AND

The Eastern 50' of Lot 48, Sunset Addition Part 2, North Liberty, Iowa, according to the plat thereof recorded in Plat Book 31, at Page 97, Plat Records in the Office of the Recorder of Johnson County, Iowa; subject to easements, restrictions and covenants of record.

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

**APPROVED AND ADOPTED** this 9th day of July, 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



# **Iowa DOT Detour Route Funding Agreement**



**AGREEMENT FOR DOT-INITIATED DETOUR OF PRIMARY HIGHWAYS ONTO LOCAL ROADS**

This Agreement is entered into by and between the Iowa Department of Transportation, hereinafter known as the DOT; and the City of North Liberty  City Council  County Board of Supervisors, hereinafter known as the Local Public Agency (LPA).

WHEREAS, the DOT, hereinafter known as DOT, has determined the necessity to temporarily close primary highway I-380 Penn St. Ramps from NB Exit Ramp; SB Entrance Ramp to I-380 for the purpose of construction, reconstruction, maintenance, natural disasters, or other emergencies that are 48 hours or longer (incident management temporary detours are covered under a separate detour agreement (Form 810076)); and

WHEREAS, it is necessary to provide a detour for the primary highway closure period; and  
WHEREAS, the LPA agrees to permit the use of its roads as a detour, more particularly described as follows:

Beginning at the I-380 interchange with Forevergreen Road and proceeding easterly on Forevergreen Rd. for 1.7 miles to Ranshaw Way, then proceeding northerly on Ranshaw Way for 2.0 miles to Penn St.

WHEREAS, Authorized representatives of both the DOT and the LPA have jointly inspected and documented the condition of the proposed detour to reasonably reflect the condition of the roadway base, surface, shoulders and bridges; and

WHEREAS, the DOT has reviewed and inspected the bridges on the detour, if applicable. The LPA  will  will not allow  oversized and/or  overweight loads. The DOT shall approve the routing of overweight vehicles on the detour route, up to the limits specified by the LPA; and

WHEREAS, the DOT agrees to perform the following pre-detour maintenance, if any:  
None.

WHEREAS, the DOT agrees to maintain the detour and provide all traffic control devices required by the Manual of Uniform Traffic Control Devices (MUTCD), as adopted by the DOT pursuant to 761 IAC 130, including the marking of no-passing zones during the period the local agency road(s) and structure(s) are being utilized as a primary road detour; and

WHEREAS, Prior to revocation of the detour, the DOT shall follow Iowa DOT Policy 600.05 for detour compensation of the LPA, and when requested by the LPA, either restore the local agency road to as good of condition as it was prior to its designation as a temporary primary road, or adequately compensate the local agency for excessive traffic or damage upon the local agency road during the period it was used as a temporary primary road, in accordance with Section 313.28 or Section 313.29 of the Iowa Code and Iowa DOT Policy 600.05; and

WHEREAS, The detour period is estimated to begin April 01, 2025 and end November 20, 2026; and  
(date) (date)

WHEREAS, the parties agree to the following additional provisions, if any: None

NOW, THEREFORE, BE IT AGREED that the described road be used as a detour under stipulations outlined above.

IN WITNESS WHEREOF, The parties hereto have caused this agreement to be executed by proper officers thereunto duly authorized as of the dates below indicated.

\_\_\_\_\_  
District Engineer (or designee) Date  
Iowa Department of Transportation

\_\_\_\_\_  
City representative Date

\_\_\_\_\_  
Printed name and title of city representative

\_\_\_\_\_  
County representative Date

\_\_\_\_\_  
Printed name and title of county representative

R-7W R-6W

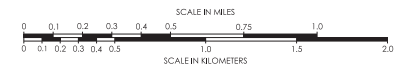


**LEGEND**

- INTERSTATE ROUTE
- FREEWAY OR EXPRESSWAY ROUTE
- U.S. NUMBERED ROUTE
- BUSINESS ROUTE
- STATE NUMBERED ROUTE
- UNDESIGNED ROUTE
- COUNTY NUMBERED ROUTE
- SECONDARY ROAD OR ADJOINING CITY STREET
- CITY STREET
- PARK, INSTITUTION, OR FEDERAL ROAD
- RAILROAD
- CORPORATION LINE
- SECTION LINE
- CUL-DE-SAC
- SECTION, TOWNSHIP & RANGE NUMBERS



9 T. 81N. R. 30W



- Temporary Ramp Closure
- Detour Route on City Streets

**HIGHWAY AND STREET MAP  
OF  
NORTH LIBERTY  
IOWA**

PREPARED BY  
IOWA DEPARTMENT OF TRANSPORTATION  
TRANSPORTATION DEVELOPMENT DIVISION  
SYSTEMS PLANNING BUREAU  
PHONE (515) 231-1664  
IN COOPERATION WITH  
UNITED STATES DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION



**Resolution No. 2024-80**

**RESOLUTION APPROVING THE AGREEMENT FOR DOT-INITIATED DETOUR OF PRIMARY HIGHWAYS ONTO LOCAL ROADS BETWEEN THE CITY OF NORTH LIBERTY AND THE IOWA DEPARTMENT OF TRANSPORTATION**

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

**WHEREAS**, the Iowa Department of Transportation (IDOT) is planning to temporarily close I-380/Penn Street ramps during the reconstruction of the overpass at Penn Street; and

**WHEREAS**, traffic will be rerouted through the City on local roads during the closure; and

**WHEREAS**, IDOT will compensate the City for the excess traffic on local roads during the closure; and

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

**NOW, THEREFORE, BE IT RESOLVED** that that the agreement between the City of North Liberty and IDOT is approved for the DOT-Initiated Detour of Primary Highways onto Local Roads.

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

**APPROVED AND ADOPTED** this 9th day of July, 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



# **Additional Information**



To **Mayor and City Council**  
CC **City Administrator**  
From **Tom Palmer, Building Official**  
Date **7/3/2024**  
Re **Monthly Report**

---

**June Permits:**

One hundred eleven permits were issued in the month of June with an estimated construction value of 10.8 million dollars. An application was submitted for a new multi-tenant commercial building located at the corner of Penn Street and Ranshaw Way. Staff completed 294 inspections in the month of June.

**Rental/Code Compliance Cases:**

Thirteen rental permit applications were received in June. Eight code compliance cases were processed in June.

**Kwik Star Project:**



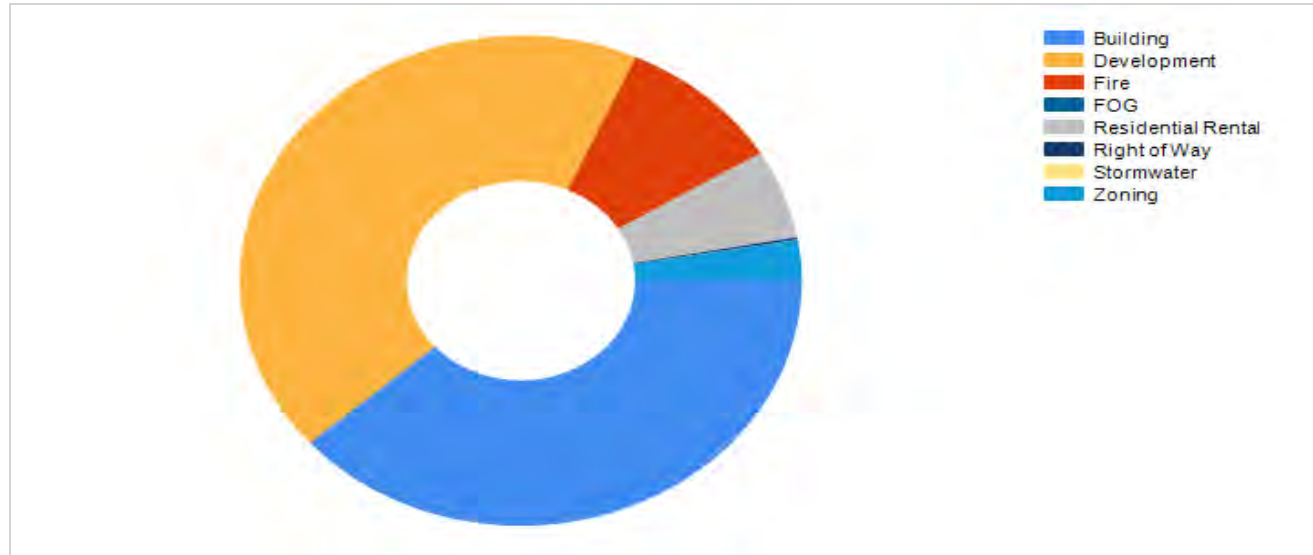
The General Contractor requested final inspection for the Kwik Star project July 1st. The owner is anticipating the opening day on July 18<sup>th</sup>.

# Permit Type Report

**Permit Date**  
06/01/2024 to 06/30/2024

| Description        | Fees               | Construction Value     | Permits    |
|--------------------|--------------------|------------------------|------------|
| Building           | \$10,436.18        | \$10,323,865.70        | 47         |
| Development        | \$11,712.40        | \$0.00                 | 2          |
| Fire               | \$2,597.00         | \$434,540.00           | 5          |
| FOG                | \$0.00             | \$0.00                 | 9          |
| Residential Rental | \$1,588.00         | \$0.00                 | 13         |
| Right of Way       | \$47.00            | \$0.00                 | 3          |
| Stormwater         | \$0.00             | \$0.00                 | 2          |
| Zoning             | \$725.00           | \$100,267.00           | 30         |
| <b>Total</b>       | <b>\$27,105.58</b> | <b>\$10,858,672.70</b> | <b>111</b> |

Fees Breakdown





# Permit Summary Report Inspection Type

Schedule Date 01/01/2024 TO 06/30/2024

|   | Jan        | Feb        | Mar        | Apr        | May        | Jun        | Jul      | Aug      | Sep      | Oct      | Nov      | Dec      | Row | Total       |
|---|------------|------------|------------|------------|------------|------------|----------|----------|----------|----------|----------|----------|-----|-------------|
| Inspection request                                  | 19         | 42         | 46         | 39         | 27         | 48         | 0        | 0        | 0        | 0        | 0        | 0        |     | 221         |
| Re-inspection                                       | 33         | 20         | 36         | 46         | 66         | 43         | 0        | 0        | 0        | 0        | 0        | 0        |     | 244         |
| 1st SWPPP   | 0          | 4          | 6          | 7          | 3          | 6          | 0        | 0        | 0        | 0        | 0        | 0        |     | 26          |
| Above Suspended Ceiling                             | 1          | 0          | 0          | 2          | 1          | 3          | 0        | 0        | 0        | 0        | 0        | 0        |     | 7           |
| Backflow Preventer                                  | 0          | 0          | 0          | 1          | 0          | 0          | 0        | 0        | 0        | 0        | 0        | 0        |     | 1           |
| Building Sewer                                      | 1          | 0          | 0          | 0          | 1          | 1          | 0        | 0        | 0        | 0        | 0        | 0        |     | 3           |
| Commercial Final                                    | 2          | 0          | 1          | 4          | 1          | 3          | 0        | 0        | 0        | 0        | 0        | 0        |     | 11          |
| Commercial Rough-In                                 | 0          | 1          | 4          | 2          | 1          | 1          | 0        | 0        | 0        | 0        | 0        | 0        |     | 9           |
| Commercial Water Service                            | 0          | 2          | 0          | 0          | 0          | 1          | 0        | 0        | 0        | 0        | 0        | 0        |     | 3           |
| Deck, Porch, Sunroom Footings                       | 4          | 4          | 7          | 6          | 7          | 16         | 0        | 0        | 0        | 0        | 0        | 0        |     | 44          |
| Final   | 11         | 14         | 12         | 11         | 10         | 12         | 0        | 0        | 0        | 0        | 0        | 0        |     | 70          |
| Fire - Automatic Sprinkler System                   | 1          | 5          | 5          | 2          | 10         | 4          | 0        | 0        | 0        | 0        | 0        | 0        |     | 27          |
| Fire - Automatic Sprinkler System - Preconcealment  | 2          | 0          | 1          | 4          | 1          | 0          | 0        | 0        | 0        | 0        | 0        | 0        |     | 8           |
| Fire - Final Inspection                             | 1          | 1          | 0          | 8          | 8          | 3          | 0        | 0        | 0        | 0        | 0        | 0        |     | 21          |
| Fire - Fire Alarm Installation                      | 1          | 0          | 0          | 3          | 5          | 4          | 0        | 0        | 0        | 0        | 0        | 0        |     | 13          |
| Fire - Fire Alarm Installation (Rough-In)           | 3          | 0          | 1          | 3          | 1          | 0          | 0        | 0        | 0        | 0        | 0        | 0        |     | 8           |
| Fire - Kitchen Hood Suppression System Installation | 0          | 0          | 1          | 0          | 3          | 1          | 0        | 0        | 0        | 0        | 0        | 0        |     | 5           |
| Fire - Mobile Food Unit                             | 1          | 0          | 1          | 0          | 0          | 1          | 0        | 0        | 0        | 0        | 0        | 0        |     | 3           |
| Footings/Slabs                                      | 0          | 8          | 11         | 9          | 9          | 9          | 0        | 0        | 0        | 0        | 0        | 0        |     | 46          |
| Foundation Dampproofing                             | 0          | 3          | 9          | 3          | 3          | 6          | 0        | 0        | 0        | 0        | 0        | 0        |     | 24          |
| Foundation Wall                                     | 1          | 6          | 10         | 8          | 10         | 5          | 0        | 0        | 0        | 0        | 0        | 0        |     | 40          |
| Framing   | 0          | 1          | 0          | 1          | 0          | 0          | 0        | 0        | 0        | 0        | 0        | 0        |     | 2           |
| Furnace/AC Replacement                              | 0          | 0          | 0          | 5          | 4          | 12         | 0        | 0        | 0        | 0        | 0        | 0        |     | 21          |
| Gas service release                                 | 16         | 3          | 6          | 9          | 3          | 5          | 0        | 0        | 0        | 0        | 0        | 0        |     | 42          |
| Grading   | 1          | 13         | 2          | 9          | 4          | 3          | 0        | 0        | 0        | 0        | 0        | 0        |     | 32          |
| Meeting   | 1          | 0          | 2          | 3          | 2          | 3          | 0        | 0        | 0        | 0        | 0        | 0        |     | 11          |
| Notice of Termination CSR                           | 1          | 3          | 10         | 8          | 1          | 3          | 0        | 0        | 0        | 0        | 0        | 0        |     | 26          |
| Other   | 0          | 1          | 2          | 5          | 2          | 4          | 0        | 0        | 0        | 0        | 0        | 0        |     | 14          |
| Permanent Electric Service Release                  | 9          | 7          | 1          | 22         | 17         | 15         | 0        | 0        | 0        | 0        | 0        | 0        |     | 71          |
| Plumbing below slab                                 | 1          | 6          | 15         | 6          | 6          | 11         | 0        | 0        | 0        | 0        | 0        | 0        |     | 45          |
| Rental  | 31         | 41         | 12         | 6          | 8          | 0          | 0        | 0        | 0        | 0        | 0        | 0        |     | 98          |
| Residential final (New Construction)                | 8          | 8          | 25         | 13         | 17         | 15         | 0        | 0        | 0        | 0        | 0        | 0        |     | 86          |
| Residential Photovoltaic (PV) Solar System          | 2          | 2          | 3          | 0          | 2          | 0          | 0        | 0        | 0        | 0        | 0        | 0        |     | 9           |
| Residential Rough-in (New Construction)             | 12         | 7          | 0          | 17         | 18         | 9          | 0        | 0        | 0        | 0        | 0        | 0        |     | 63          |
| Residential Sewer Service                           | 0          | 7          | 20         | 10         | 5          | 6          | 0        | 0        | 0        | 0        | 0        | 0        |     | 48          |
| Residential Water Service                           | 0          | 8          | 16         | 10         | 5          | 10         | 0        | 0        | 0        | 0        | 0        | 0        |     | 49          |
| Rough-in  | 3          | 1          | 1          | 5          | 2          | 5          | 0        | 0        | 0        | 0        | 0        | 0        |     | 17          |
| Sanitary Sewers                                     | 1          | 4          | 0          | 0          | 0          | 0          | 0        | 0        | 0        | 0        | 0        | 0        |     | 5           |
| Sidewalk Release                                    | 2          | 3          | 12         | 7          | 2          | 2          | 0        | 0        | 0        | 0        | 0        | 0        |     | 28          |
| Sump Pump Discharge Line                            | 0          | 5          | 8          | 0          | 10         | 3          | 0        | 0        | 0        | 0        | 0        | 0        |     | 26          |
| Temporary Electric Service                          | 0          | 3          | 8          | 8          | 9          | 6          | 0        | 0        | 0        | 0        | 0        | 0        |     | 34          |
| Water Heater  | 0          | 1          | 0          | 0          | 1          | 2          | 0        | 0        | 0        | 0        | 0        | 0        |     | 4           |
| Water Main and Appurtenance                         | 1          | 0          | 0          | 0          | 0          | 0          | 0        | 0        | 0        | 0        | 0        | 0        |     | 1           |
| Witness air pressure test and piping inspection     | 12         | 14         | 3          | 20         | 15         | 13         | 0        | 0        | 0        | 0        | 0        | 0        |     | 77          |
| <b>Totals:</b>                                      | <b>182</b> | <b>248</b> | <b>297</b> | <b>322</b> | <b>300</b> | <b>294</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> |     | <b>1643</b> |

## Code Compliance Report

06/01/2024 - 06/30/2024

| Case Date | Case #   | Complaint   | Reporting Code |
|-----------|----------|---|----------------|
| 6/3/2024  | 20240052 | Past due backflow test reports  | City Code      |
| 6/5/2024  | 20240053 | Re-building deck without a building permit.   | Building Code  |
| 6/7/2024  | 20240054 | The laundromat in NL seemingly has no emergency exit. The fire pull station is located adjacent to a door with "NOT AN EXIT" marked on it. This is a very nice, clean laundromat that advertises 20 yrs in business. But for everyone's safety, this should be addressed if it is indeed a fire code violation. | Fire Code      |
| 6/10/2024 | 20240055 | expired rental permit   | City Code      |
| 6/11/2024 | 20240056 | Past due backflow test  | City Code      |
| 6/18/2024 | 20240057 | Past due backflow test  | City Code      |
| 6/18/2024 | 20240058 | Past due backflow test  | City Code      |
| 6/18/2024 | 20240059 | Past due backflow test  | City Code      |
|           |          |   |                |

[< Back](#)

[Logout](#)

[Dashboard](#)

[Search](#)

[Recently Visited History](#)

[Maps](#)

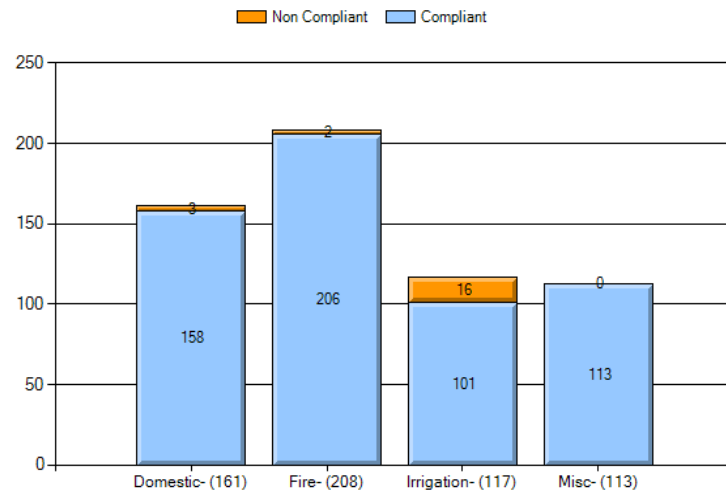
[Reports and Charts](#)

[Utility Edit](#)

[Contact Us](#)

**Breakdown of Backflow Preventer Compliance**

Utility Water System Show All



**Categories**

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

| <b>Compliance</b> | <b>%</b>   | <b>Compliant</b> | <b>Category Total</b> |
|-------------------|------------|------------------|-----------------------|
| Domestic          | 98%        | 158              | 161                   |
| Fire              | 99%        | 206              | 208                   |
| Irrigation        | 86%        | 101              | 117                   |
| Misc              | 100%       | 113              | 113                   |
| <b>Totals</b>     | <b>96%</b> | <b>578</b>       | <b>599</b>            |

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

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

[Print Chart](#)

[View All Compliant](#)

[View All Non Compliant](#)

[View All](#)



To **Mayor and City Council**  
CC **City Administrator Ryan Heiar**  
From **Community Relations Director Nick Bergus**  
Date **July 1, 2024**  
Re **June 2024 Community Relations Staff Report**

---

### Blues & BBQ

June was a busy month getting ready for our 16<sup>th</sup> year of Blues & BBQ. Flooding in Iowa will impact the availability of some equipment we're used to using from Johnson County Emergency Management but shouldn't be detrimental. As we come to the end of June, we have just a few volunteer spaces open, sit well with logistics and materials. The event is scheduled for Saturday, May 13, and details are at [northlibertyblues.org](http://northlibertyblues.org).

### Neighborhood Ambassadors

After four years of our Neighborhood Ambassador program, we spent time preparing for a refresh for this fall that moves to a cohort model. Starting this fall, the Neighborhood Ambassador program will take a cohort of up to 24 residents through five sessions between September and May covering topics of community interest. Participants are invited to tour City facilities and engage in conversations with city staff and community leaders and to gain knowledge about the intricacies of city government while developing a strong sense of community with city staff, fellow program participants and our growing network of program alumni. Current Ambassadors will be automatically accepted into the first cohort and an application for others is available at [northlibertyiowa.org/begreat](http://northlibertyiowa.org/begreat).

### City Slate

June has become a traditionally busy month for the City Slate, and this year the month had eight events: Ranshaw House concerts (June 7, 14, 21 and 28), Let Love Fly (June 8), Free Fishing with TAKO (June 9), Camp North Liberty (June 21) and Splash Bash (June 23). Let Love Fly attracted an estimated 5,000 attendees and Camp North Liberty, which included a new cardboard boat regatta element, was popular and well attended. The team prepared for July and August events including Blues & BBQ the inaugural Street Dance (Aug. 17) and other fall events. Details about events on the Slate can be found at [northlibertyiowa.org/cityslate](http://northlibertyiowa.org/cityslate).



## Building North Liberty's Next Stage

In June we prepared for the project's groundbreaking on July 9 ahead of Blues & BBQ, inviting partners, donors and the community to turn some dirt. Our parks team is helping build a pair of photo ops for the public to participate in the excitement during the initial ceremony and during Blues & BBQ. The contract plans to mobilize the week after Blues & BBQ and we're excited for the project to get underway. Meanwhile, we've been finalizing webpages and policies to begin taking reservations immediately.

## Other Items

Staff volunteered with the Englert Theatre, Bike Iowa City, North Liberty Community Pantry, 100+ Women Who Care, Johnson County Successful Aging Policy Board and worked with other local initiatives and non-profits.

Staff represented North Liberty at the Community Development Innovation Council, Greater Iowa City, Inc. City Connections Lunch and at a meeting of local event planners.

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.

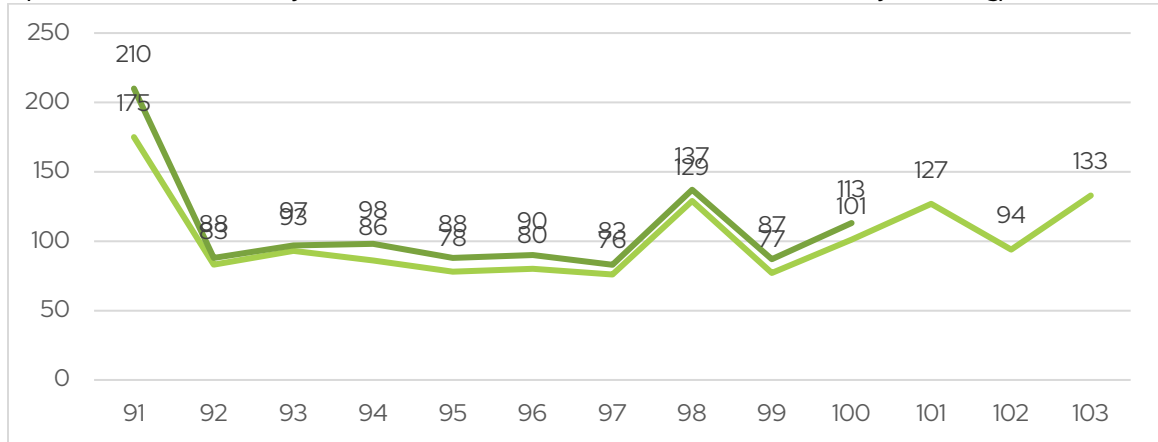
We posted news releases about City Slate events, activity highlights, consumer fireworks prohibition information, road projects and more.

## Completed Videos

| Title                                    | Requested By                            | Completed | Duration |
|--|---|-----------|----------|
| <b>Eye on: Stormwater</b>                | Community Relations                     | June 3    | 0:03     |
| <b>Planning &amp; Zoning Commission</b>  | Administration                          | June 4    | 0:15     |
| <b>Parks &amp; Recreation Commission</b> | Administration                          | June 6    | 0:41     |
| <b>City Council</b>                      | Administration                          | June 11   | 0:36     |
| <b>Library Board of Trustees</b>         | Administration                          | June 17   | 0:26     |
| <b>City Council</b>                      | Administration                          | June 25   | 1:07     |
| <b>Total completed productions: 6</b>    | <b>Duration of new video: 3.1 hours</b> |           |          |

## 52317 Podcast

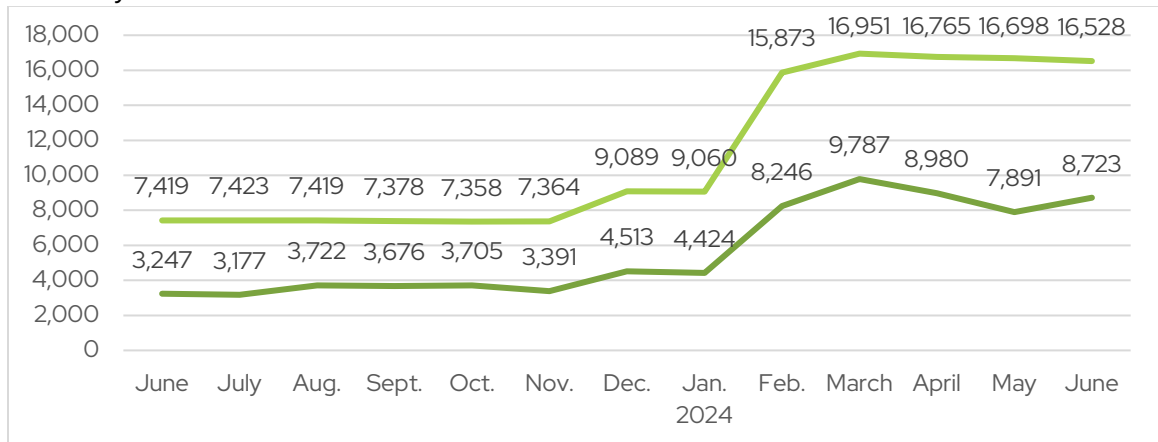
Episodes release every three weeks and can be found at [northlibertyiowa.org/52317](http://northlibertyiowa.org/52317).



**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.

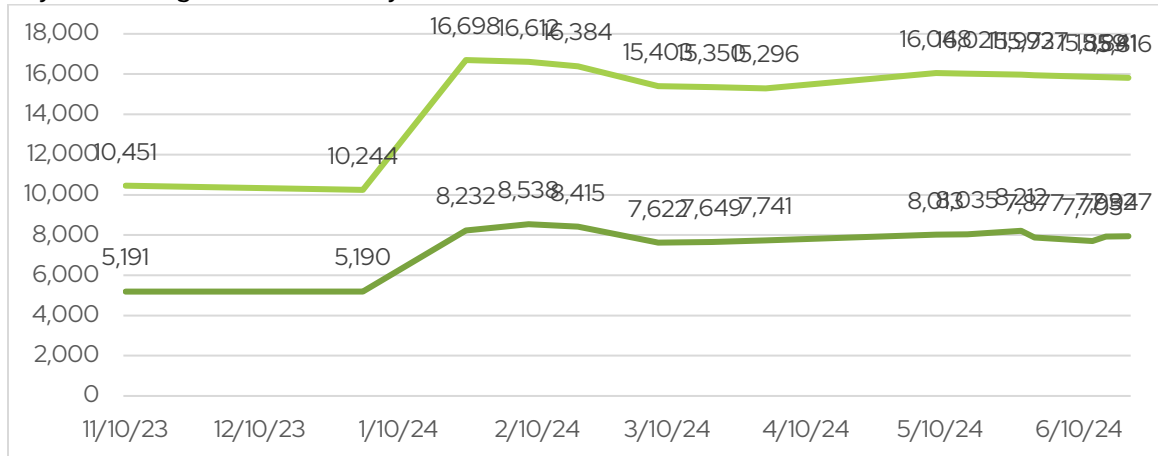


**Recipients** is the number of email addresses to which an issue of the Bulletin was sent and is represented by the top line.

**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  |
| <b>June</b>     | 128         | 69,922  | 3,425     | 6,762    |
| <b>May</b>      | 125         | 74,483  | 3,394     | 6,708    |
| <b>April</b>    | 89          | 84,900  | 3,368     | 6,665    |
| <b>March</b>    | 130         | 56,333  | 3,341     | 6,579    |
| <b>Feb</b>      | 102         | 72,100  | 3,313     | 6,498    |
| <b>Jan 2024</b> | 107         | 46,047  | 3,273     | 6,413    |
| <b>Dec</b>      | 69          | 43,961  | 3,235     | 6,339    |
| <b>Nov</b>      | 122         | 59,918  | 3,209     | 6,289    |
| <b>Oct</b>      | 105         | 63,718  | 3,182     | 6,206    |
| <b>Sept</b>     | 112         | 82,206  | 3,145     | 6,151    |
| <b>Aug</b>      | 78          | 94,400  | 3,129     | 6,087    |
| <b>July</b>     | 113         | 88,157  | 3,097     | 6,058    |
| <b>June</b>     | 208         | 220,786 | 3,063     | 6,026    |

**Facebook new likes** is the net number of new users following the city's Facebook page; it does not include new *followers*. **Facebook reach** is the number of unique users who saw any of the city's Facebook content, reported on a 28-day period. **Instagram followers** is the number of users following the city's Instagram account. **Nextdoor members** is the number of verified North Liberty residents who are users and able to receive our agency messages.



TO: Ryan Heiar, City Administrator, and City Council  
FROM: Jennie Garner, Library Director  
DATE: July 5, 2024  
SUBJECT: Monthly Library Report

## **Library News**

With summer in full swing, the library is seeing an average of 800-900 visitors a day during the week and over 60 visitors per hour during weekend hours. This is the first summer with three service desks at the Information Desk that was redesigned in June last year and that's been serving us well.

One of our former regular library teens, Dasia Taylor, (read more about Dasia's work [here](#)) presented a STEM workshop for families this month. Dasia has this to say about the workshop on LinkedIn:

Just wrapped up my latest STEM Workshop, but this with a heartwarming twist— it was my first parent-child workshop!

Growing up in a single-parent household, I know firsthand the incredible impact of parental support (see my mom and I together, circa 2007). Seeing parents dive into STEM activities alongside their children was truly inspiring. Here's to nurturing the next generation of curious minds together.

It's truly gratifying and delightful to see a teen who "grew up" hanging out in the library come back to do this collaboration with us. (Photos in program highlights)

Library programs are fun! They are also so much more. They are about building bridges – making connections, combatting the loneliness epidemic, introducing people to the broader world, teaching new skills (which staff often learn in order to teach, such as paper making and crochet that were offered in June). You'll see some of these highlighted in the photos below.

I had the honor of being invited to speak at a session on the subject of bridgebuilding at the American Library Association (ALA) Annual Conference San Diego this week. Our session was called "Bridgebuilding: Fostering Community Engagement, Dialogue, and Interactions in Libraries," with Shamichael Hallman, a dear friend and colleague from Urban Library Council, and Tara Sussman Peña, senior technical expert at IREX (International Research and Exchanges Board). We were delighted to host an overflow crowd of over 230 attendees for the program and ALA highlighted our presentation in their Conference news, publication, *The Daily Scoop*. Read more [here](#).



**Scroll for program highlights.**

## June Program Highlights



Library staff collaborates regularly with other city staff and departments such as the Aquatic Center for Lifeguard and Swim Storytimes



Crochet Summer—teens learning to crochet

## Family STEM Program with Dasia Taylor





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

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

Date **July 2, 2024**

Re **Monthly Report**

---

We performed various building maintenance tasks as needed this month. Park staff finished converting over the old bike shelter at the Rec Center to a building maintenance shop to help support Rec Center building maintenance tasks. This will greatly enhance maintenance support and productivity at the Rec Center.

We maintained equipment as needed, performing preventative maintenance making repairs to ball field maintenance, mowing, trimming, and landscaping equipment.

We continue to pick up park/trail trash receptacles and pet waste stations daily.

We continue to maintain ball fields and facilities. Fields have been very busy during the week and on weekends with scheduled tournaments. Our sports field maintenance team continues to provide weekly and weekend field maintenance support.

We continue to mow approximately 275 acres weekly. Trimming has increased due to seasonal weed pressure. The turf crew trimmed back overgrowth along the entire main bike trail from Penn Street to Forevergreen Road. Staff mowed our low maintenance detention pond areas. These areas are mowed twice per year.

Parks Department staff spent a great deal of time on landscape maintenance this past month. The weed pressure has been a challenge, requiring more time to maintain. We have finished spring plant replacement in our streetscapes. We will continue with more replacements in the fall. We replace a small percentage of landscaping plants annually that have either died over the winter or are declining. We have a great group of full-time/seasonal employees who have been doing an outstanding job with our landscapes.

We repaired the Front Street/Penn Street roundabout that was damaged from a car accident.

We continue with dead ash tree removals as time permits.

Preventative parking lot maintenance was completed at the south Penn Meadows Park parking lot. This should provide a few more years of longevity to the parking lot.

The Penn Meadows splash pad continues to be very popular during the recent hot weather. We clean and tidy the area daily.

We replaced the old, deteriorated sunshade sails at the Penn Meadows playground and splashpad area.

Parks staff performed monthly playground inspections.

The Fox Run Park trail/playground improvements project has begun. The concrete trail and playground area should be complete sometime in September if weather cooperates.

Park staff treated all the city owned ponds with beneficial pond bacteria as a preventive to help reduce algae blooms and maintain water clarity. Freedom pond sustained a fish kill due to the week of hot overcast weather we had. This happens on occasion but is the first time for Freedom Pond. We keep in communication with the IDNR fishery department, and it was determined by them to be lack of oxygen that caused the fish to die. Nothing to worry about and suggested that this is nature's way of thinning out fish overpopulation.

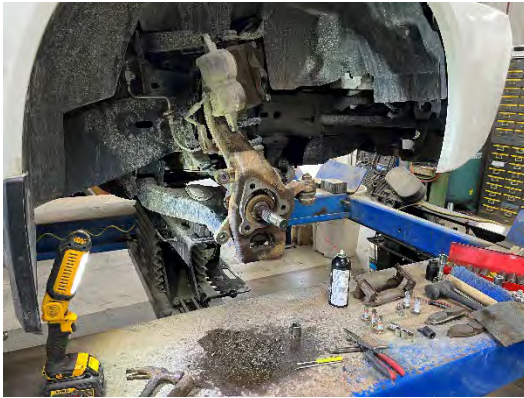
I attended multiple meetings with Shive Hattery this past month. Fox Run trail improvement project, City Hall parking lot, drainage and landscaping and the Penn meadows parking lot improvements project punch list items.

The IDNR Free Fishing weekend was held on June 8<sup>th</sup> at Liberty Centre Pond.

Planning and preparation continue for the July 13<sup>th</sup> Blues & BBQ celebration.



The bike shelter converted into the new Rec Center building maintenance support shop.



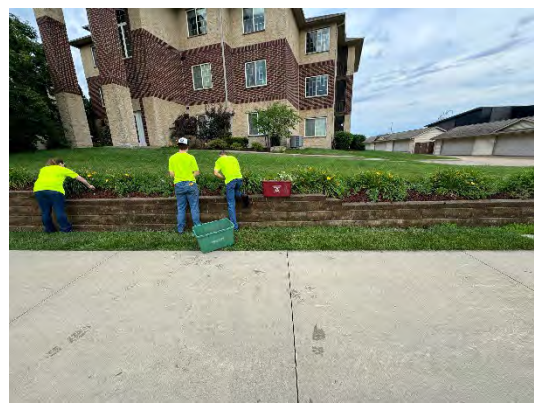
Truck axle bearing replacement.



Daily and weekend ball field maintenance.



Low maintenance detention pond mowing.



Weekly landscape maintenance.



Weekly landscape maintenance.



Annual streetscape plant replacements.





Front Street & Penn Street Roundabout repair due to a car accident.



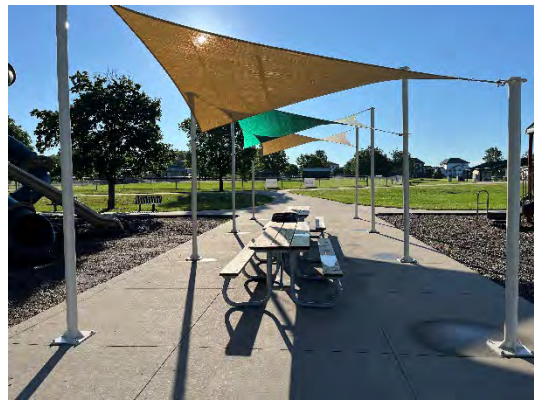
Dead ash tree removals as time permits.



Penn Meadows south parking lot received preventative maintenance.



Weekly splash pad maintenance and playground inspections.



New sunshade sails installed at Penn Meadows Playground/Splashpad area.



Fox Run Park/Pond trail Improvement Project has begun.



Pond treatment was added to all City owned ponds for algae blooms and water clarity.



Fish kill at Freedom Pond due to lack of oxygen.



# North Liberty Police Monthly Report June 2024

**Training:**

- One officer attended training on unmanned aerial vehicles (UAV)
- The two SERT members attended monthly training (24 hours)
- The K9 handler participated in monthly training (8 hours)

**Public Relations:**

- The admin lieutenant hosted tours from Montessori and had the kids stamp a patrol car.
- The admin lieutenant and PIO hosted tours for CCA students.
- The admin lieutenant attended Let Love Fly at Centennial Park
- The admin lieutenant and PIO assisted with the 2024 Safety Village.

**Equipment:**

- Final purchases were made, and invoices submitted for the end of the fiscal year.
- Some Ammunition was ordered and delivered
- 10 of the door keypads were changed from card only to card and PIN. This change will prevent individuals from getting locked out if they do not have their physical keycard.
- A quote was received for an electronic parking ticket system. Due to the cost, we will be researching other options. We would like a system that cuts down the time spent on writing and entering tickets, tracks problem vehicles, and makes it easier for the recipients to make payment.
- Tires for the fleet order were received.
- A new Drone was purchased for interior clearing and rescue.
- Two new vests were ordered for our tactical team members.
- Patrol Lt. signed the purchase agreement for Flock and the deployment plan.
- Verizon Network fleet will be updated. This will be installation of new modules in the patrol cars and new software. This is lower costs than the current software.
- Ordered numerous items for investigations.
- One speed trailer is out of service and we are waiting on parts.

**Enforcement/Crime:**

|  |              |
|--|--------------|
| Traffic Contacts                             | 203          |
| Parking Contacts                             | 62           |
| Vehicle Inspections                          | 1            |
| Vehicle Unlocks                              | 16           |
| Crash Investigations                         | 26           |
| Public Assists                               | 236          |
| Assist other Agency                          | 126          |
| Crimes Against Persons Report                | 11           |
| Crimes Against Property Report               | 9            |
| Other Reports                                | 23           |
| Arrests                                      | 20           |
| Warrants                                     | 5            |
| Alcohol/Narcotics Charges                    | 6            |
| Crimes Against Persons Charges               | 7            |
| Crimes Against Property Charges              | 1            |
| Other Charges                                | 24           |
| Animal Calls                                 | 48           |
| Total Calls for Service                      | 1604         |
| <b>*Total Calls for Service for the year</b> | <b>10548</b> |

- 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.
- Officers arrested an individual for filing a false report
- The department deployed speed trailers around

### **Department Admin:**

- After turning in their notices earlier in the month, Officer Sammons and Sergeant Seymour worked their last days for the department. While we are sad to see them go, we wish them all the best in their new careers.
- Officer Tiffany DeBoer was hired and is currently on FTO. Officer DeBoer was previously at the Meskwaki Nation Police Department.
- The officer application packet is still posted online. We are keeping the application process open for the year and interviewing when necessary. This month we had three interviews and conducted testing for two.
- Our intern continues with her 160-hour summer internship. It is an unpaid internship so she will be riding with the officers and observing what a career in law enforcement is like.
- 2 conditional offers were offered and accepted by non-certified applicants.
- 1 non-certified applicant qualifies for the Hawkeye Academy in the fall. Patrol Lt. is working on the registration with the academy.
- The other non-certified will attend the ILEA in Johnston. Patrol Lt. is working on the registration with the ILEA.
- Patrol Lt. is finalizing the Blues and BBQ public safety plan.
- Patrol Lt. attended a meeting about the upcoming Street Dance and the public safety plan.
- Patrol Lt. attended the chief's meeting.
- Patrol Lt. attended a mobile crisis meeting and with our partners with Community.

*Submitted on 6/4/2024*



To **Park & Recreation Commission Board Members**  
CC **Mayor, City Council, City Administrator**  
From **Shelly Simpson**  
Date **June 26, 2024**  
Re **Monthly Report – June 2024**

June – is the start of our summer season. Numerous activities/programs both inside & outside are in full swing. Pool operations have been a handful as we continue to adjust with the indoor pool closure from May 11<sup>th</sup> - June 17<sup>th</sup> due to a motor and pump casing failure. We reopened on June 18-20 before having to close again due to shattered underwater light safety protocol to drain and vacuum for possible glass shards. Indoor Pool set to reopen Sat., June 29.

We are having issues with the Innovent Unit and humidity within the indoor pool is high until this unit is fixed, but we can remain open. Outdoor Pool hours have been impacted by swim lessons moving outside, weather, and capacity/safety clarity issues. This was definitely evident in holding a free, pool birthday party which was over packed and had to close an hour early due to safety clarity issues. We are doing our best to stay on top of our unexpected issues.

**Upcoming Events:** July 3 – Fireworks & Classic Cars  
July 9 - Centennial Center Groundbreaking  
July 13 - Blues & BBQ

**Recdesk Database:**  
Reviewing our Recdesk database; we have 14,704 residents (59%) and 10,048 non-residents (41%) totaling 24,752 individuals. Increase of 300 from last month.

**Aqua Programs:**  
Aqua classes were cut short this month due to closure of indoor pool. Aqua Zumba (13), Arthritis MWF (16), Arthritis T TH (16), Water Resistance (3), totaling 48, plus drop-ins. Swim Team had (19) participants. Lifeguard Classes had (7) participants. Aqua Program/Class revenue totaled \$ 376.

**Swim Lessons:**  
Summer Swim lessons began this month; we have (206) participants in AM lessons, (147) in evening lessons and (52) taking private lessons. We had (42) participants in our Free Swim date. Revenues totaled \$3,666.25.

**Leagues/Sports:**  
Blastball had 64 participants.  
Tennis Lessons: Munchkins (5-6 yrs) = 8; Aces (7-8 yrs) = 7; Volleyers (9-10 yrs) = 13; Slammers (11-12 yrs) = 10; totaling 38 participants.  
Pee Wee Baseball had (17) participants.  
Pee Wee Basketball Camp had (12) participants.  
Pee Wee Sports Mixer Camp had (11) participants.  
Outdoor Soccer: Hybrid – Grades 1-3 = 29; Grades 4-6 = 21, totaling (50) participants.  
Rec – Grades 1-3 = 14 participants

Youth Pickleball Camp had (26) participants.  
UI Club VB: Grades 3-4 = 15; Grades 5-6 = 17; Grades 7-8 = 8; totaling (40) participants.  
Adult Pickleball Lessons had (11) participants.  
Sport/Leagues revenues totaled \$2,650.

**Recsters BASP Program:**

Summer Camp & Rec Ramblers began this month.

| Week | Summer Camp | SCJ | Rec Ramblers                 |
|------|-------------|-----|------------------------------|
| 1    | 55          | 8   | 13, totaling 76 participants |
| 2    | 56          | 8   | 13, totaling 77 participants |
| 3    | 53          | 8   | 13, totaling 74 participants |

BASP/Summer Camp revenues this month totaled \$ - 855.00

**Classes/Programs:**

Binspire Messy Play Date had (20) participants.  
Aerobics Classes: Body Blast (7), Hapkido Jujitsu (3), Total Body Sculpt (5), Zumba (5), totaling 20 registered, plus drop-ins.  
Tippi Toes Dance Classes:  
    Baby Ballet – (10); Ballet/Tap/Jazz – (10); Toddler & Me – (17); Parents Night Out – (5); totaling (50) dancers.  
Connection Luncheons served (139) meals this month; averaging 34 per date.  
Classes/Programs revenue totaled \$5,290.00.

**Pools:** This month (June 1-26), Season Pool Pass revenues totaled \$22,987; Daily Pool Fees totaled \$45,384; Pool Rentals totaled \$2,125, and Concessions revenues totaled \$17,735.50.

**Weight & Exercise Area / Track:**

Weight fee revenues totaled \$11,740; Split membership revenues totaled \$6,059.75  
We had 3,983 active memberships for the month.  
We had 8,906 point of sale transactions for the month.

**Rentals:**

Gymnasium Rental revenues totaled \$650; Community Center Rental revenues totaled \$4,117.50; Shelter rental revenues totaled \$195; Field Rental/Tennis Courts revenues totaled \$6,948.17.

**Revenues:**

Revenues for (June 1-26) totaled \$128,542.21.

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



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

---

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

- Locating of City Utilities (281 job tickets) ongoing
  - a. This is a decrease of 10% from June 2023
- Continued animal control services (10 responses to animal issues)
- Cemetery plot locates (3 in total)
- Projects/Meetings
  - a. Street Department Building Project
    - i. Bi-monthly progress meetings continue
    - ii. Electric, painting and HVAC systems are being installed
    - iii. On schedule to be completed late July
  - b. IDOT/Penn St bridge meeting
    - i. Traffic signal work design currently being worked on
    - ii. Continued meetings with Shive, IDOT, and City staff
  - c. W Penn St Road Project
    - i. Weekly progress meetings held
    - ii. 86% of project complete
    - iii. Intersection of W Penn St and James Ave has been completed and is now open to traffic
    - iv. Finish grading, painting, and seeding still to be completed
  - d. Penn St / RR track project
    - i. Road closed and work began on June 10<sup>th</sup> and reopened on June 24<sup>th</sup>
    - ii. Project is 100% completed
    - iii. Watering of sod is only remaining item
  - e. W Forevergreen Rd Traffic Signal Project (traffic signals to be added at S Kansas Ave and S Jones Blvd at W Forevergreen Rd in both locations)
    - i. Pre-construction meeting held
    - ii. Contractor mobilized to start project
  - f. Sugar Creek Ln Project
    - i. Coordination with affected property owners and residents
    - ii. Small project expected to begin late July and take 3 days to complete
- Prepared pumps and sandbag supplies as requested by JECC for deployment because of heavy rainfall amounts
- Training



- a. Active Shooter training on-line through Vector Solutions
    - i. Hands on training in August
  - b. Archer Barrier System training by JECC
    - i. This is a crowd protection system that will be used for August “Street Dance” event in North Liberty on Dubuque St
    - ii. The two most recent hired staff (Levi Braem and Rhett Peek) completed CDL training and passed testing procedures to become licensed CDL Class A drivers
- Sanitary Sewer
  - a. Inspection of various manhole locations
  - b. Jet/vac and video of sanitary system in the W Cherry St area
  - c. Contractor completed rehabilitation of annual quantity of manholes needing repair
- Construction plan review of proposed subdivisions and site plans
- Service work performed on equipment
- Storm Sewer
  - a. Mowing of City ROW locations
  - b. West Lake Pond outfall became plugged with debris and was flooding
    - i. Staff cleared debris to open drainage area with the help of Parks Dept.
  - c. Hauled 28 tandem dump truck loads of leaf/compost to Golfview Dr public works area to be used by all departments for various projects
    - i. These loads were from year 2022 fall leaf collection
- Street Repairs
  - a. Pothole patch repairs in various locations
  - b. Crack sealing
  - c. Painting of street lane lines, stop bars, symbols, and crosswalks
    - i. This work will continue in July
- W Cherry St electric cabinet for streetlights was rebuilt to meet today’s standards
- Staff worked with Wastewater staff to prepare shipping container training site for Fire Dept. at the wastewater facility
- Traffic Controls Committee met to discuss most recent requests and concerns for traffic signage in various locations in the city
- Staff conducted monthly safety inspections for all street equipment and buildings
- Monthly warning siren testing in all 8 locations
- Traffic Signals
  - a. Routine service and maintenance on signal cabinets
  - b. Repairs of signal and electric equipment at Ranshaw Way/ W Forevergreen intersection and Ranshaw Way by Fareway after lighting strikes
    - i. Working with insurance company on damages



**Staff painting streets with newly purchased equipment**



**W Cherry St electric street light cabinet before and after**

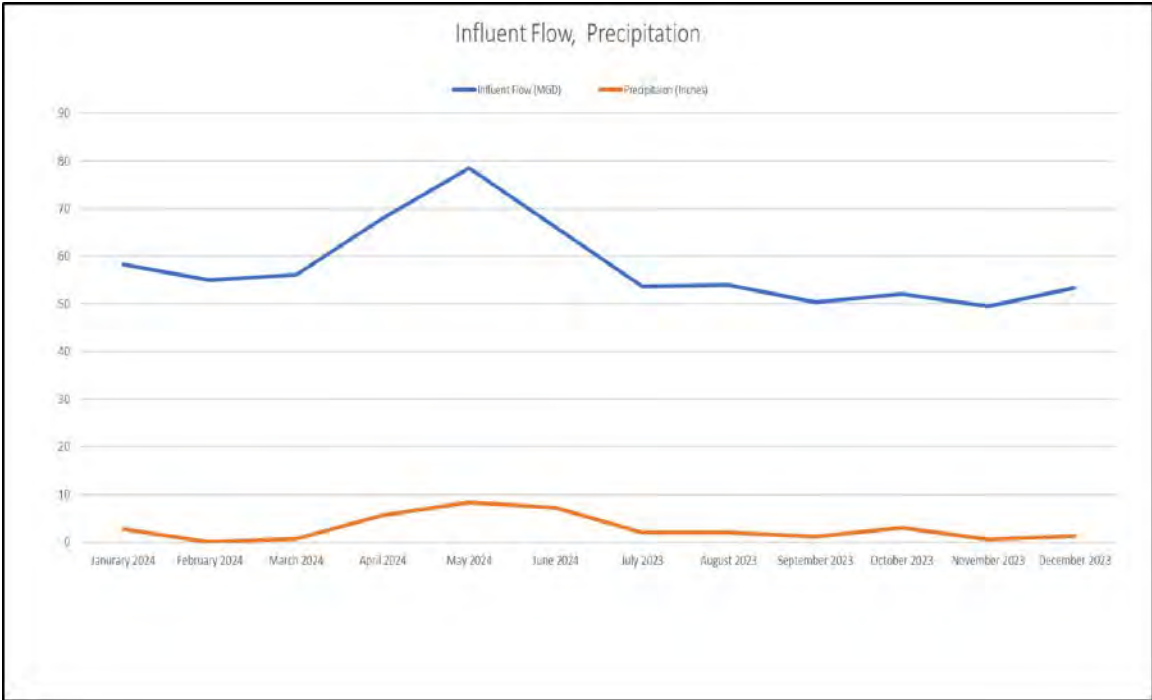


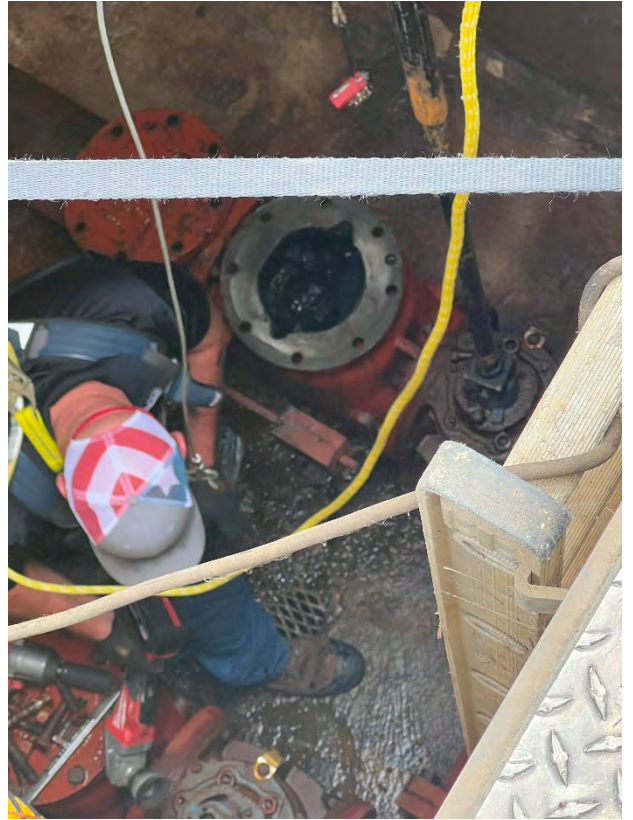
To **City Council, Mayor, and City Administrator**  
From **Drew Lammers**  
Date **July 1, 2024**  
Re **June 2024 Water Pollution Control Plant (WPCP) Report**

---

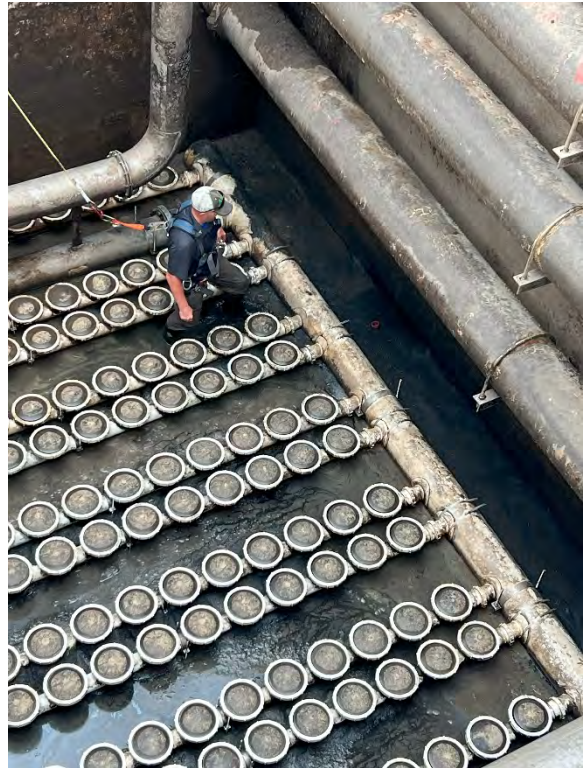
1. All scheduled preventative maintenance at the plant and lift stations was completed. **104 work orders** were completed throughout June. Staff also made 2 small concrete pours. One was to extend a walkway from our garage to the driveway and the other was to repair a patch that was removed during EQ conduit replacements earlier this spring.
2. This month's staff safety meeting topic was Permit Required Confined Space. Staff completed target solutions training online and reviewed the training topics as a group. WPCP performed 2 confined space entries during June. One was to clean check valves at a lift station and the second was to repair an air release valve at another lift station.
3. Operations and Lab completed all monthly sample results and reports. Monthly Influent Flow Avg. was **2.20 MGD**. **.89 MG** of solids were wasted from the biological tanks to digesters during June. Several operational adjustments were necessary to maintain treatment during draining and inspections of each aeration basin. Increased flows required 24-hour SCADA monitoring and several additional operational samples and lab tests to be performed.
4. 4 WPCP staff were able to attend the IAWEA annual wastewater conference. This year's conference was hosted by Iowa City, so it was convenient for several of us to attend without overnight costs. We were able to take a tour of Iowa City's WW treatment facility as well as network with several operators and vendors throughout the conference.
5. Both aeration basins were drained and cleaned for inspection. Basin 2 had 14 air diffuser membranes replaced. Each Aeration Basin has 942 air diffuser membranes that supply fine bubble oxygen to the tank microorganisms. Our diffusers are currently 6 years old. They have a 6–8-year life before replacement although ours currently look good and operate well so we will continue to operate them and monitor treatment.

A new anoxic return pump was also installed in aeration basin 2. This is a different equipment manufacturer from our existing return pumps which required piping and guide rail fabrication for installation. The new pump is much easier to lower into seated position and remove for regular maintenance than our other system. This new pump system is our in-house equipment trial for future expansion equipment.





**Confined Space Entries and Equip. Repairs**



Aeration Basin Cleaning / Diffuser Inspection



**New Anoxic Return Pump Installation**





To **North Liberty Mayor and City Council Members**  
CC **City Administrator Ryan Heiar**  
From **Water Superintendent Greg Metternich**  
Date **July 1, 2024**  
Re **Monthly Report – June 2024**

---

In the month of June, we treated a total of 43,473,000 gallons of water, our average daily flow was 1,449,000 gallons, and our maximum daily flow was 1,851,000 gallons. The total amount of water used in the distribution system was 7.5% lower than in June 2023.

We have had a busy month with 9,356 accounts read, 84 re-reads, 171 service orders, 257 shut-off notices delivered, 4 shut-offs, 7 re-connects for water service, 24 new meter set inspections, 9-meter change outs, 9 MIU change outs, assisted 15 customers with data logging information, 22 calls for service, and 2 after hour or emergency calls. Our monthly total service work averaged 27 service orders per day.

We spent about a week constructing a new rock storage area near the bulk fill station. The area was over-excavated and leveled using large stone, concrete interlocking block was used to build eight-foot walls, and a gravel approach was built to get access.

Our maintenance staff have been using the “Plug-hug” hydrant cleaning system in the Deerfield and Cameron Way areas. In the month of June, they were able to repaint 59 hydrants, we’ll continue working our way through the distribution system as time and weather allow. We also started working on our valve exercising program.

We spent a great deal of time last month rebuilding another one of our older trailers. The deck was replaced, all new wiring, lights, tires, replaced the drop leg, built a custom toolbox, and welded new D-Ring tie-downs. The trailer was treated for rust and repainted.

Staff have continued to work on our Lead and Copper inventory list for the EPA. The inventory is due by October 16<sup>th</sup>, 2024. Currently we have collected data on 9,227 properties and have 175 unknowns. We were able to identify 511 services in the month of June. 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