



**North Liberty City Council
Regular Session
July 23, 2024**



City Administrator Memo



To **Mayor and City Council**
From **Ryan Heiar, City Administrator**
Date **July 19, 2024**
Re **City Council Agenda July 23, 2024**

Consent Agenda

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

- City Council Minutes (07/09/24)
- Liquor Licenses
 - El Patron Mexican Restaurant (renewal)
 - Liberty View Wine & Spirits (renewal)
 - Micky's Irish Pub (renewal)
 - Andale Cantina (outdoor permit)
 - Red's Alehouse (August 17 Street Dance)
 - J&A Tap (August 17 Street Dance)
- Pay Application #15R, City Hall Project, City Construction, \$186,422.33
- Pay Application #1, Fox Run Pond Trail Improvements, Dennis Spencer Construction, \$60,409.31
- Claims

Meetings & Events

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

Thursday, Aug 8 at 7:00p.m.
Parks & Recreation Commission

Tuesday, Aug 13 at 6:00p.m.
City Council

Alcohol and Public Places Ordinance, Second Reading

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.

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 a temporary easement needed on a parcel owned by T&J Property Management. Staff recommends approval.



Agenda



CITY COUNCIL

July 23, 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, July 9, 2024
 - B. Liquor License Renewal, El Patron Mexican Restaurant
 - C. Liquor License Renewal, Liberty View Wine & Spirits
 - D. Liquor License Renewal, Micky's Irish Pub
 - E. Liquor License Update, Andale Cantina
 - F. Liquor License Update, J & A Tap – Street Dance, August 17, 2024
 - G. Liquor License Update, Red's Alehouse – Street Dance, August 17, 2024
 - H. City Hall Project, Pay Application Number 15-R1, City Construction, \$186,422.30
 - I. Fox Run Pond Trail Improvements, Pay Application Number 1, Dennis Spencer Construction, \$60,409.31
 - J. Claims
5. Public Comment
6. Engineer Report
7. City Administrator Report
8. Mayor Report
9. Council Reports
10. Sugar Creek Lane Project
 - A. Resolution Number 2024-81, A Resolution approving the purchase of Temporary Construction Easement from J & T Property Management, LLC for the Sugar Creek Lane Maintenance Project

11. Alcohol and Public Places Ordinance
 - A. Second 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
12. Old Business
13. New Business
14. Adjournment



Consent Agenda



City Council
July 9, 2024
Regular Session

Call to order

Mayor Pro Tem Wayson called the July 9, 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; absent – Mayor Chris Hoffman.

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

Approval of the Agenda

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

Consent Agenda

Sittig moved, Leibold seconded to approve the Consent Agenda including the City Council Minutes, Regular Session, June 25, 2024; Streets & Maintenance Facility – Interior Remodel, Peak Construction Group, Inc., Change Order Number 1, \$11,263.79; Penn Street Railroad Crossing Project, Midwest Concrete, Inc., Change Order Number 1, \$2,000.00; Penn Street Railroad Crossing Project, Midwest Concrete, Inc., Pay Application Number 1, \$167,707.77; West Penn Street Improvements Project, Peterson Contractors, Inc., Pay Application Number 3, \$617,865.06; and the attached list of Claims. After discussion, the vote was all ayes. Consent Agenda approved.

Public Comment

Randy Belknap offered thanks to the elected officials that came out and visited the property. He encouraged council to review an alternative route for the trail.

City Engineer Report

City Engineer Bilskemper reported on the Fox Run Pond Trail Project, West Penn Street Project, and Forevergreen Road Signalization Project.

City Administrator Report

City Administrator Heiar reported on social service applications and the scoring rubric. Grants will be considered at the August 13 meeting with agreements on the August 27 meeting. The Centennial Center groundbreaking was a great turnout. Blues and BBQ is this weekend.

Mayor Report

There was no Mayor Report.

Council Reports

Councilor Wayson attended the groundbreaking. Councilor Sittig attended the groundbreaking, Palestra ribbon cutting, and attended fireworks Wednesday night. Councilor Park attended the groundbreaking, Palestra ribbon cutting, sneak peak of Pizza Ranch and Bowl Dogs, and fireworks. Councilor Leibold attended the groundbreaking ceremony, fireworks, and flag retirement ceremony at Club 76. He offered good luck to all teams competing in state softball and baseball tournaments.

Alcohol and Public Places Ordinance

Mayor Pro Tem Wayson opened the public hearing regarding proposed Alcohol and Public Places Ordinance at 6:12 p.m. No oral or written comments were received. The public hearing was closed at 6:12 p.m.

Leibold moved, Park seconded to approve the 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. After discussion the vote was: ayes – Sittig, Wayson, Smith, Park, Leibold; nays – none. Motion carried.

The Sanctuary at North Bend Preliminary Plat

Bilskemper reported that staff and the Planning Commission recommend approval with no conditions.

Park moved, Smith seconded to approve Resolution Number 2024-75, A Resolution approving the Preliminary Plat for the Sanctuary at North Bend, North Liberty, Iowa. The vote was: ayes – Smith, Sittig, Wayson, Park, Leibold; nays – none. Motion carried.

Wayfinding Proposal

Smith moved, Park seconded to approve 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. After discussion, the vote was: ayes – Wayson, Park, Smith, Sittig, Leibold; nays – none. Motion carried.

Shive Hattery Project Agreements

Sittig moved, Leibold seconded to approve 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. After discussion, the vote was: ayes – Sittig, Leibold, Smith, Wayson, Park; nays – none. Motion carried.

Smith moved, Leibold seconded to approve 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. After discussion, the vote was: ayes – Smith, Park, Wayson, Leibold, Sittig; nays – none. Motion carried.

Sugar Creek Lane Project

Smith moved, Sittig seconded to approve Resolution Number 2024-79, A Resolution approving the Temporary Construction Easement Agreement between Barbara A. Halm and the City of North Liberty. After discussion, the vote was: ayes – Sittig, Park, Smith, Leibold, Wayson; nays – none. Motion carried.

Iowa DOT Detour Route Funding Agreement

Park moved, Sittig seconded to approve 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. After discussion, the vote was: ayes – Wayson, Smith, Park, Sittig, Leibold; nays – none. Motion carried.

Old Business

Councilor Wayson offered a reminder about the concert series at Ranshaw House. Councilor Sittig reported that Blues & BBQ is on Saturday.

New Business

No new business was offered.

Adjournment

Sittig moved; Smith seconded to adjourn at 6:25 p.m. The vote was all ayes. Meeting adjourned.

CITY OF NORTH LIBERTY

By: _____
Brian Wayson, Mayor Pro Tem

Attest: _____
Tracey Mulcahey, City Clerk



State of Iowa ABD approval statement from the following county department

Legal Name of Applicant: _____

Name of Business (DBA): _____

Address of Business: _____

Business Phone: _____

Email: _____

State of Iowa ABD License #: _____

Johnson County Health Department:

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

Name: _____

Title: _____ **Date:** _____

Signature:  _____



North Liberty Police Department

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

May 30, 2024

Liquor License Check

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

Owners: Maria Bermudez (DOB: 1986)

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

I recommend the license be granted.

This record check was conducted by Lieutenant Rueben Ross.





North Liberty Fire Department



Liquor License Fire Inspection Results

Inspection Status

Completed with fail

Inspected by

Tina Humston

Completed at

06/21/2024 04:31 PM

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

Address	Suite	City	State	Zip
1295 JORDAN ST	#B8	NORTH LIBERTY	IA	52317
Business Name				
El Patrón Mexican Bar & Grill				

Electrical :

✗ Fail

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

CODE: IFC - 603.2.2 - Open electrical terminations. - Open junction boxes and open-wiring splices shall be prohibited. Approved covers shall be provided for all switch and electrical outlet boxes.



Fire Alarm System:

✖ Fail

ITEM: Fire Alarm - Current Inspection & No Outstanding Deficiencies

CODE: IFC - 901.6.1.1 - Inspection, testing and maintenance. - Fire alarm systems shall be inspected annually. A current inspection record shall be on file with the Fire Department using The Compliance Engine and inspection tag on or near the fire alarm control panel. All deficiencies noted during the annual fire alarm inspection shall be corrected.



Need current inspection

Cooking Operations:

✖ Fail

ITEM: Kitchen Hood and Duct Clean - Current Inspection

CODE: IFC - 606.3.3.1 - Inspection. - Hoods, grease-removal devices, fans, ducts and other appurtenances shall be inspected at intervals specified in Table 606.3.3.1 or as approved by the fire code official.

Table 606.3.3.1:

- High-volume cooking operations such as 24-hour cooking, charbroiling or wok cooking, Every 3 Months.
- Low-volume cooking operations such as places of religious worship, seasonal businesses and senior centers, Every 12 Months.
- Cooking operations utilizing solid fuel-burning cooking appliances, Every 1 Month.
- All other cooking operations, Every 6 Months.

A current inspection record shall be on file with the Fire Department using The Compliance Engine and inspection tag on or near the Kitchen Exhaust Hood. All deficiencies noted during the kitchen hood exhaust inspection shall be corrected. If the inspection has been completed, contact your service provider and have them submit the inspection report to www.thecomplianceengine.com.

✖ Fail

ITEM: Rags/Towels Used for Cleaning Stored in Approved Container

CODE: IFC - 304.3.1 - Spontaneous ignition. - Materials susceptible to spontaneous ignition, such as oily rags, shall be stored in a listed disposal container. Contents of such containers shall be removed and disposed of daily. metal UL-listed rag storage container that is equipped with a self-closing lid and listed/approved for such use.



Need approved container

Re-Inspection scheduled to be conducted on or after 06/12/2024 at 11:17.

Inspection Signatures

Occupancy Contact Signature

A handwritten signature in black ink, appearing to read 'Lucia Ramires', written over a horizontal line.

Lucia Ramires
Property Manager
elpatron9273@gmail.com

Inspector Signature

A handwritten signature in black ink, appearing to read 'Tina Humston', written over a horizontal line.

Tina Humston
Training Captain
Captain
--
thumston@northlibertyiowa.org



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

Liberty View Wine & Spirit Inc.

NAME OF BUSINESS(DBA)

Liberty View Wine & Spirits

BUSINESS

(319) 459-1408

ADDRESS OF PREMISES

595 Country Lane

PREMISES SUITE/APT NUMBER

Suite 1

CITY

North Liberty

COUNTY

Johnson

ZIP

52317

MAILING ADDRESS

512 Redbird Run

CITY

Tiffin

STATE

Iowa

ZIP

52340

Contact Person

NAME

Nga T. Dao

PHONE

(319) 331-1272

EMAIL

angie.dao1991@gmail.com

License Information

LICENSE NUMBER

LE0003567

LICENSE/PERMIT TYPE

Class E Retail Alcohol License

TERM

12 Month

STATUS

Submitted
to Local
Authority

EFFECTIVE DATE

Aug 18, 2024

EXPIRATION DATE

Aug 17, 2025

LAST DAY OF BUSINESS

SUB-PERMITS

Class E Retail Alcohol License

PRIVILEGES



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Nga Dao	Tiffin	Iowa	52340	Owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



North Liberty Police Department

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

May 30, 2024

Liquor License Check

Business: Liberty View Wine & Spirits
595 Country Lane
North Liberty, IA 52317

Owners: Nga Dao (DOB: 1963)

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

I recommend the license be granted.

This record check was conducted by Lieutenant Rueben Ross.



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

UTAH GET ME TWO LLC

NAME OF BUSINESS(DBA)

Micky's Irish Pub North Liberty

BUSINESS

(319) 338-6860

ADDRESS OF PREMISES

720 Pacha Parkway Penn

PREMISES SUITE/APT NUMBER

#8

CITY

North Liberty

COUNTY

Johnson

ZIP

52317

MAILING ADDRESS

11 South Dubuque Street

CITY

Iowa City

STATE

Iowa

ZIP

52240

Contact Person

NAME

David Stein

PHONE

(303) 815-3557

EMAIL

david@mickysirishpub.com

License Information

LICENSE NUMBER

LC0048676

LICENSE/PERMIT TYPE

Class C Retail Alcohol License

TERM

12 Month

STATUS

Submitted
to Local
Authority

EFFECTIVE DATE

Aug 18, 2024

EXPIRATION DATE

Aug 17, 2025

LAST DAY OF BUSINESS

SUB-PERMITS

Class C Retail Alcohol License



State of Iowa
Alcoholic Beverages Division

PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
SARAH ANDERSON	Iowa City	Iowa	52240	CO OWNER	22.00	Yes
David Stein	Iowa City	Iowa	52240	CO OWNER	39.00	Yes
Aaron Jennings	Iowa City	Iowa	52240	CO OWNER	39.00	Yes

Insurance Company Information

INSURANCE COMPANY

Society Insurance

POLICY EFFECTIVE DATE

Aug 18, 2024

POLICY EXPIRATION DATE

Aug 18, 2025

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



North Liberty Police Department

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

June 10, 2024

Liquor License Check

Business: Mickey's Irish Pub
720 Pacha Pkwy Ste 8
North Liberty, IA 52317

Owners:	Sarah Anderson	(DOB: 1990)
	Aaron Jennings	(DOB: 1978)
	David Stein	(DOB: 1978)

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

I recommend the license be granted.

This record check was conducted by Lieutenant Rueben Ross.



State of Iowa ABD approval statement from the following county department

Legal Name of Applicant: UTAH GET ME TWO LLC

Name of Business (DBA): Micky's Irish Pub North Liberty

Address of Business: 720 Pacha Pkwy #8

Business Phone: 319-338-6860

Email: david@mickysirishpub.com


State of Iowa ABD License #: LC0048676

Johnson County Health Department:

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

Name: Rob Thul

Title: EHM **Date:** 6/12/24

Signature: 



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

ANDALE CANTINA, INC.

NAME OF BUSINESS(DBA)

ANDALE CANTINA

BUSINESS

(319) 530-7158

ADDRESS OF PREMISES

780 Community Drive

PREMISES SUITE/APT NUMBER

Ste # 1

CITY

North Liberty

COUNTY

Johnson

ZIP

52317

MAILING ADDRESS

780 Community Drive

CITY

North Liberty

STATE

Iowa

ZIP

52317

Contact Person

NAME

EMILIO ESTRADA

PHONE

(319) 530-7158

EMAIL

emilioiowa@icloud.com

License Information

LICENSE NUMBER

LC0049112

LICENSE/PERMIT TYPE

Class C Retail Alcohol License

TERM

12 Month

STATUS

Submitted
to Local
Authority

TENTATIVE EFFECTIVE DATE

Nov 14, 2023

TENTATIVE EXPIRATION DATE

Nov 13, 2024

LAST DAY OF BUSINESS

SUB-PERMITS

Class C Retail Alcohol License



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Catering, Outdoor Service

Status of Business

BUSINESS TYPE

Corporation

Ownership

No Ownership information found

Insurance Company Information


INSURANCE COMPANY	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE
United Fire & Casualty Company	Sep 27, 2023	Sep 27, 2024
DRAM CANCEL DATE	OUTDOOR SERVICE EFFECTIVE DATE	OUTDOOR SERVICE EXPIRATION DATE
	July 11, 2024	
BOND EFFECTIVE DATE	TEMP TRANSFER EFFECTIVE DATE	TEMP TRANSFER EXPIRATION DATE

Andale Cantina Patio



Patio plan Demonstration

Andale Cantina Bar & Grill



Andale Cantina Bar & Grill

4.7 ★★★★★ (64) · \$\$
Restaurante mexicano · 🌐

Administra el Perfil de tu negocio

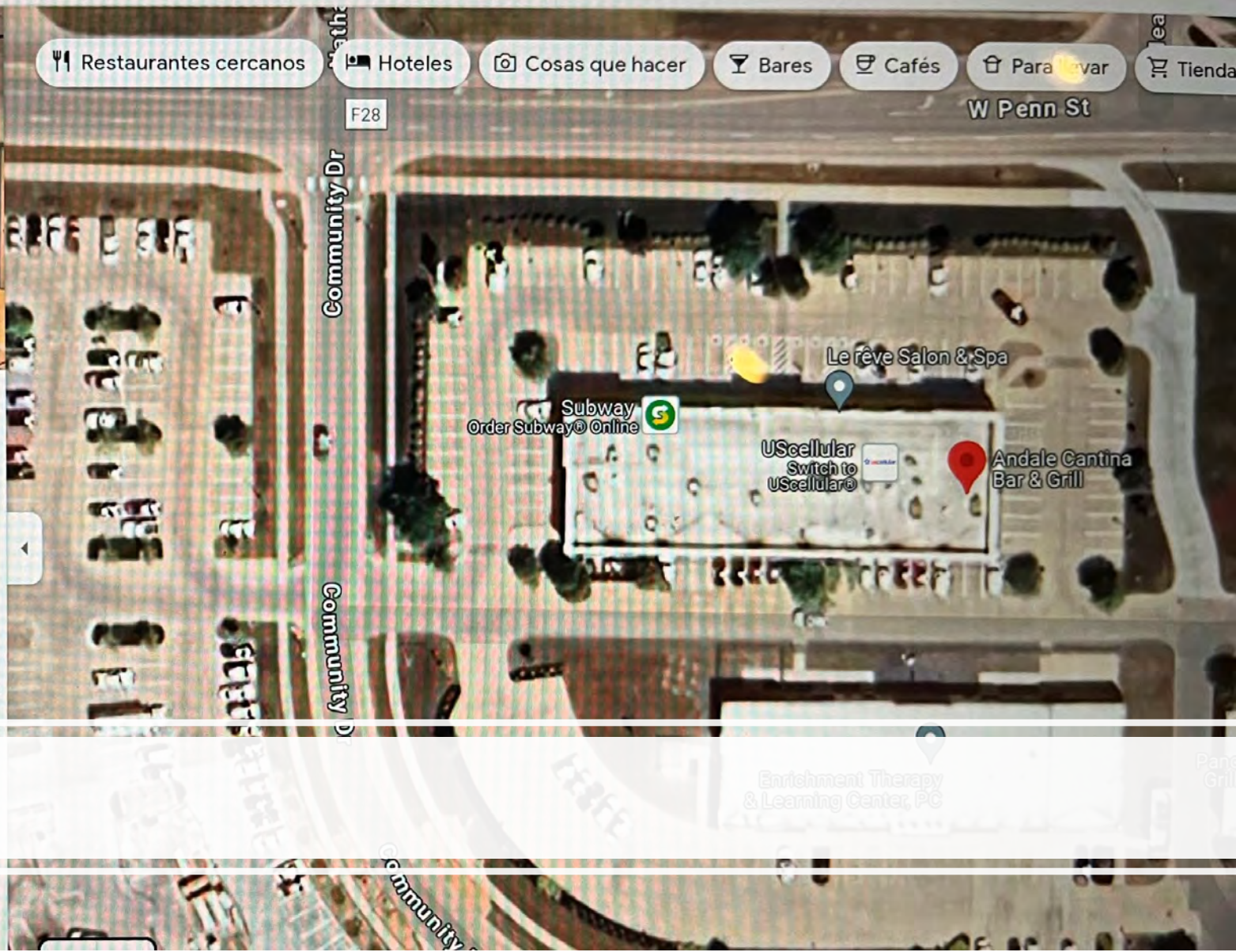
47,605 vistas

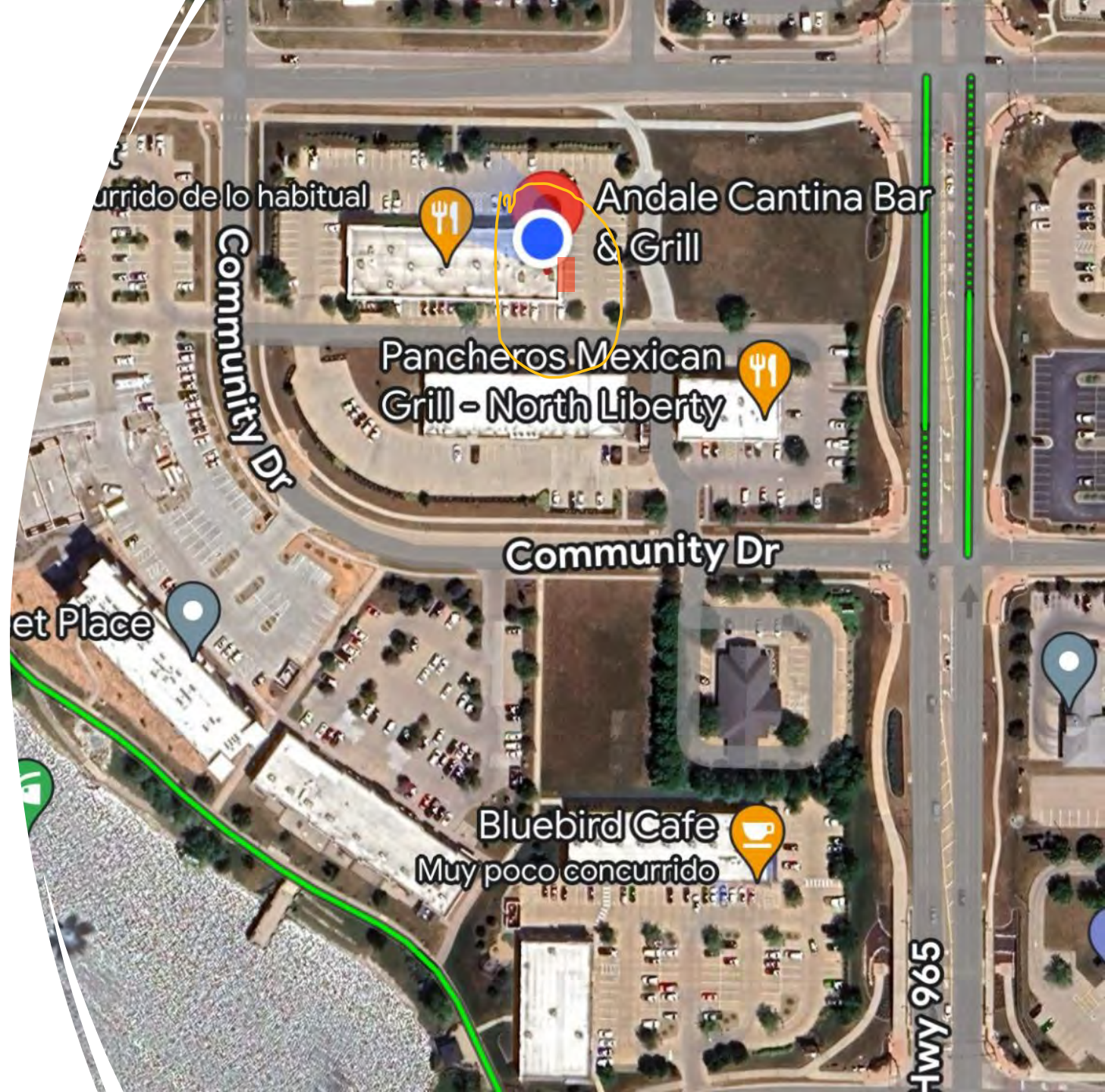
Descripción general Opiniones Acerca de

Comienza a publicar anuncios en unos minutos

Aparece más a menudo en Google

Comenzar ahora







7 Feet of the sidewalk

Andale Patio



Andale Patio





State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

J & A Tap Inc

NAME OF BUSINESS(DBA)

J & A Tap

BUSINESS

(319) 626-3033

ADDRESS OF PREMISES

440 N Dubuque Street

PREMISES SUITE/APT NUMBER

CITY

North Liberty

COUNTY

Johnson

ZIP

52317

MAILING ADDRESS

440 N Dubuque St

CITY

North Liberty

STATE

Iowa

ZIP

52317

Contact Person

NAME

John Hruby

PHONE

(319) 631-3973

EMAIL

lynnaf22@yahoo.com

License Information

LICENSE NUMBER

LC0036492

LICENSE/PERMIT TYPE

Class C Retail Alcohol License

TERM

12 Month

STATUS

Pending
Dramshop
Review

TENTATIVE EFFECTIVE DATE

Nov 1, 2023

TENTATIVE EXPIRATION DATE

Oct 31, 2024

LAST DAY OF BUSINESS

SUB-PERMITS

Class C Retail Alcohol License



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Corporation

Ownership

No Ownership information found

Insurance Company Information

INSURANCE COMPANY

Illinois Casualty Co

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

Aug 17, 2024

OUTDOOR SERVICE EXPIRATION DATE

Aug 17, 2024

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



450

436

15

358

350

345

N Dubuque St

N Dubuque St

N Dubuque St

ATM

J&A Tap
Grill + B

Reds Alehouse

Event Perimeter

Alcohol Service Area

North Liberty City Hall



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

Chrisma, Inc

NAME OF BUSINESS(DBA)

Reds Alehouse

BUSINESS

(319) 626-2100

ADDRESS OF PREMISES

405 N. Dubuque

PREMISES SUITE/APT NUMBER

CITY

North Liberty

COUNTY

Johnson

ZIP

52317

MAILING ADDRESS

18 Fairview Knoll

CITY

Iowa City

STATE

Iowa

ZIP

52240

Contact Person

NAME

Faye Swift

PHONE

(319) 331-7418

EMAIL

fpswiftia@gmail.com

License Information

LICENSE NUMBER

LC0036590

LICENSE/PERMIT TYPE

Class C Retail Alcohol License

TERM

12 Month

STATUS

Pending
Dramshop
Review

TENTATIVE EFFECTIVE DATE

Jan 5, 2024

TENTATIVE EXPIRATION DATE

Jan 4, 2025

LAST DAY OF BUSINESS

SUB-PERMITS

Class C Retail Alcohol License



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Corporation

Ownership

No Ownership information found

Insurance Company Information

INSURANCE COMPANY

Society Insurance

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

Aug 17, 2024

OUTDOOR SERVICE EXPIRATION DATE

Aug 18, 2024

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



N Dubuque St

ATM

J&A Tap
Grill • S

Reds Alehouse

Alcohol Service Area

436

15

N Dubuque St

N Dubuque St

Event Perimeter

North Liberty City Hall

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 9 PAGES

TO OWNER:

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

FROM CONTRACTOR:

City Construction
2346 Mormon Trek Blvd. Suite 2500
Iowa City, IA 52246

PROJECT:

North Liberty City Hall
360 North Main Street
North Liberty, IA 52317

VIA ARCHITECT:

Shive-Hattery, Inc.
2839 Northgate Drive
Iowa City, IA 52245

APPLICATION NO: 15-R1

PERIOD TO: 07/09/24

PROJECT NOS: 1207650 1-159

CONTRACT DATE: 09/14/22

Distribution to:

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

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	9,389,509.00
2. Net change by Change Orders	\$	91,447.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	9,480,956.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	9,439,279.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	471,963.95
b. 5 % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	471,963.95
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	8,967,315.05
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	8,780,892.75
8. CURRENT PAYMENT DUE	\$	186,422.30
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	513,640.95

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$71,879.00	\$0.00
Total approved this Month	\$19,568.00	\$0.00
TOTALS	\$91,447.00	\$0.00
NET CHANGES by Change Order	\$91,447.00	

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

CONTRACTOR: City Construction

By: 

Date: 7/19/24

State of: Iowa

Subscribed and sworn to before me this 9th day of July, 2024

Notary Public: Lorna K. Krueger

My Commission expires: September 23, 2024

County of: Johnson

LORNA K. KRUEGER
Commission Number 120751
My Commission Expires 9-23-24

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED\$ 186,422.30

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

ARCHITECT: By: 

Date: July 11, 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.

APPLICATION FOR PAYMENT

TO CONTRACTOR: PROJECT: Fox Run Pond Tail Improvements
Shive Hattery
2839 Northgate Drive
Iowa City, IA 52245
FROM SUBCONTRACTOR: VIA ARCHITECT:
Dennis Spencer Construction
PO Box 2081
Iowa City, IA 52244
CONTRACT FOR: Fox Run Pond Trail Improvements

APPLICATION NO: 1
PERIOD TO: 6/30/2024
PROJECT #:
CONTRACT #:
CONTRACT DATE:

Distribution to:

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

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	172,500.05
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	172,500.05
4. TOTAL COMPLETED & STORED TO DATE (Column G)	\$	63,588.75
5. RETAINAGE:		
a. 5% of Completed Work (Column D + E)	\$	3,179.44
b. 0 % of Stored Material (Column F)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I)	\$	3,179.44
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	60,409.31
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	0.00
8. CURRENT PAYMENT DUE	\$	60,409.31
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less 6)	\$	112,090.74

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

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

Alex Spencer  June 30th, 2024
Signature Date

"FOR DENNIS SPENCER CONSTRUCTION USE ONLY"		
PM _____	SUPT _____	PREP: _____
VENDOR# _____	CAT. _____	
INVOICE # _____		
INVOICE DATE: _____		
CHECK AMOUNT = _____	PAY DATE: _____	

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

AMOUNT CERTIFIED
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.) \$ 60,409.31

ENGINEER:  Date: 7/16/2024

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.



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 J & T PROPERTY MANAGEMENT, LLC, and Iowa Limited Liability Company, owner of the real estate described herein, (hereinafter referred to as "Property Owner," which expression shall include its 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 4, Country Living Addition, Part II, City of North Liberty, 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: Courtney Jensen
Courtney Jensen, Member

Signed: _____
Chris Hoffman, Mayor

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this July 9th day of July, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Courtney A. Jensen, to me personally known, who, being by me duly sworn, did say that she is a member of J & T Property Management, LLC, an Iowa Limited Liability Company, and that the instrument was signed on behalf of the company by the authority of its members, and that Courtney A. Jensen acknowledged the execution of the instrument to be her voluntary act and deed, and the voluntary act and deed of the company.



Stacey Ann House
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 Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the

seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 2024, and that Chris Hoffman and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

Resolution No. 2024-81

**A RESOLUTION APPROVING THE PURCHASE OF
TEMPORARY CONSTRUCTION EASEMENT FROM J & T
PROPERTY MANAGEMENT LLC FOR THE SUGAR CREEK
LANE MAINTENANCE PROJECT**

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

WHEREAS, the City of North Liberty is planning the Sugar Creek Lane Maintenance Project across and adjacent to property (the "Subject Property") owned by, among others, J & T Property Management, LLC, (the "Owner") and;

WHEREAS, a temporary construction easement over and across the Subject Property is necessary for this project, and;

WHEREAS, the City of North Liberty agrees to purchase the necessary temporary construction easement for \$300.00; and

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

NOW, THEREFORE, BE IT RESOLVED that the purchase of temporary construction easement pursuant to the attached agreements between the City of North Liberty and the Owner of the Subject Property is approved for the Sugar Creek Lane Maintenance Project.

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

APPROVED AND ADOPTED this 23rd 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



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.

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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.

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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 July 9, 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. 2024-06 in the Cedar Rapids *Gazette* on the ____ day of _____, 2024.

TRACEY MULCAHEY, CITY CLERK



Additional Information



North Liberty Fire Department 2024 Monthly/YTD Response Report

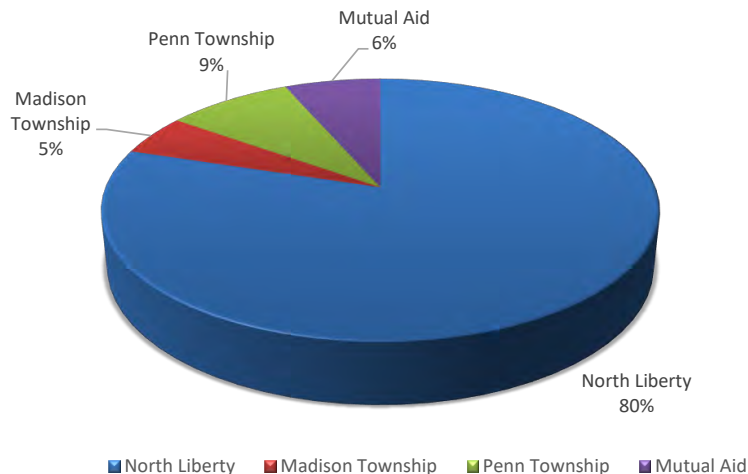
North Liberty Fire Department Responses By Fire District

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
North Liberty	127	89	112	117	108	115							668	79.81%
Madison Township	14	3	4	5	9	7							42	5.02%
Penn Township	9	9	9	15	14	16							72	8.60%
Mutual Aid	6	15	7	10	7	10							55	6.57%
Total Responses	156	116	132	147	138	148							837	

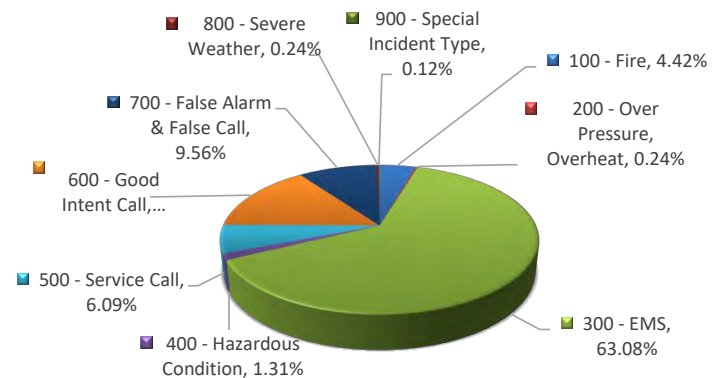
North Liberty Fire Department Responses By Type of Incident

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
100 - Fire	4	10	8	7	2	6							37	4.42%
200 - Over Pressure, Overheat						2							2	0.24%
300 - EMS	89	68	84	90	93	104							528	63.08%
400 - Hazardous Condition	5	1	1	1	2	1							11	1.31%
500 - Service Call	9	9	8	10	10	5							51	6.09%
600 - Good Intent Call	27	16	19	24	20	19							125	14.93%
700 - False Alarm & False Call	21	12	12	13	11	11							80	9.56%
800 - Severe Weather				2									2	0.24%
900 - Special Incident Type	1												1	0.12%
Total Responses	156	116	132	147	138	148							837	

2024 District Responses YTD
(Rounded Percentage)



2024 Type of Incidents YTD
(Percentage)

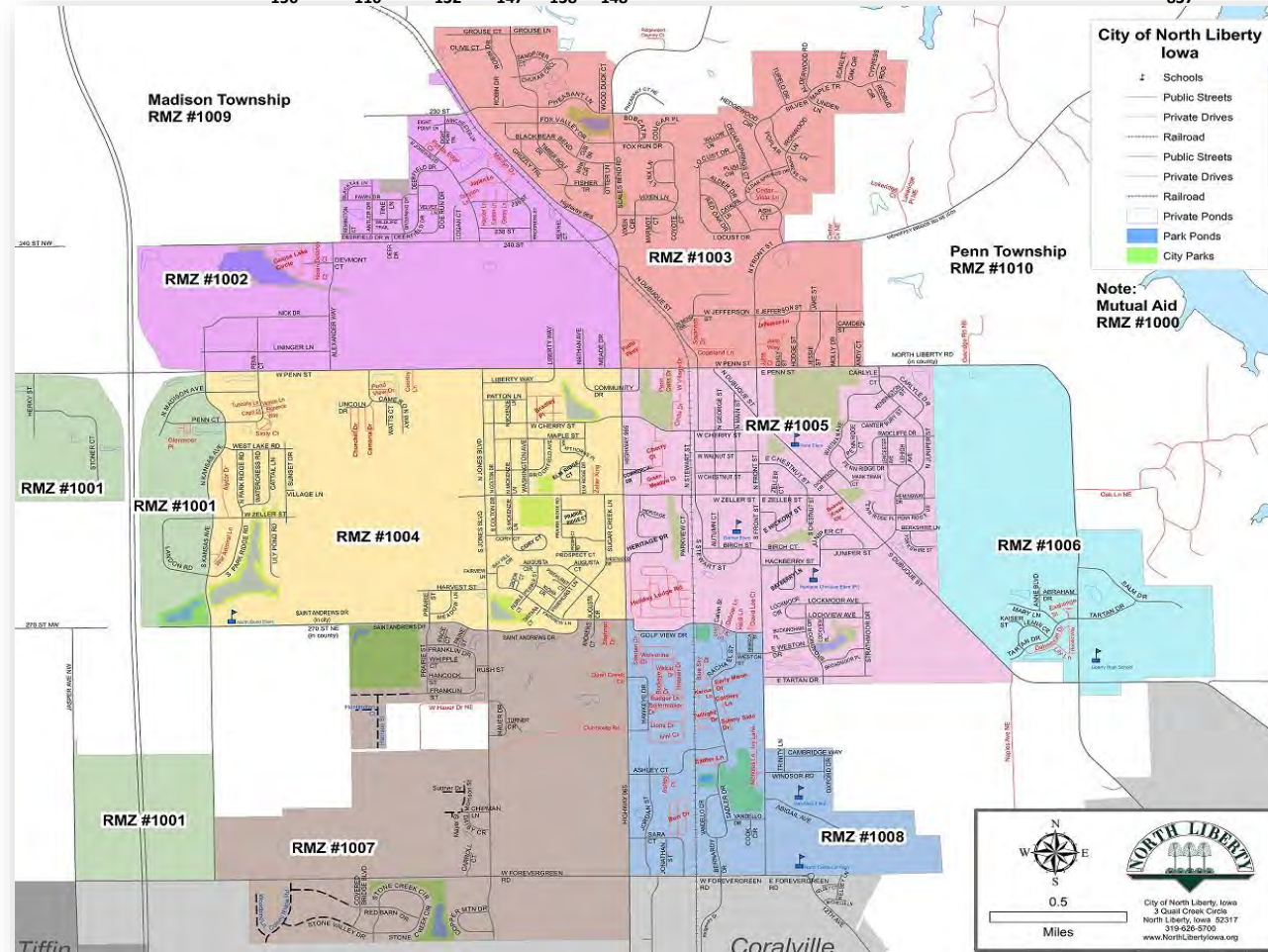




North Liberty Fire Department 2024 Monthly/YTD Response Report

North Liberty Fire Department Responses By Risk Management Zone

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
1000 - Mutual Aid	6	15	7	10	7	10							55	6.57%
1001 - City of North Liberty	8	1	4	1	1	2							17	2.03%
1002 - City of North Liberty	18	10	10	8	12	13							71	8.48%
1003 - City of North Liberty	24	19	18	23	15	17							116	13.86%
1004 - City of North Liberty	19	17	20	16	29	13							114	13.62%
1005 - City of North Liberty	19	18	22	34	26	36							155	18.52%
1006 - City of North Liberty	2		4	5	2	2							15	1.79%
1007 - City of North Liberty	12	10	19	11	8	8							68	8.12%
1008 - City of North Liberty	25	14	15	19	15	24							112	13.38%
1009 - Madison Township	14	3	4	5	9	7							42	5.02%
1010 - Penn Township	9	9	9	15	14	16							72	8.60%
	156	116	132	147	138	148							837	



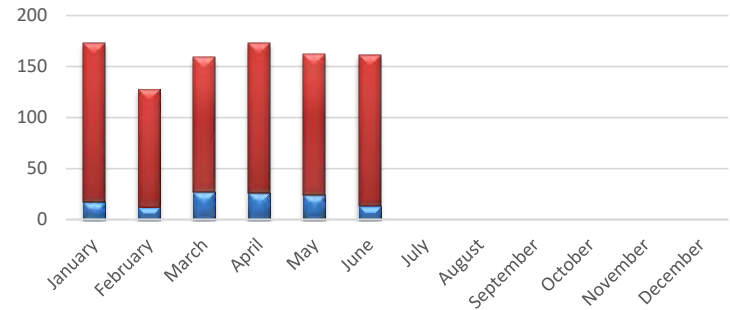


North Liberty Fire Department 2024 Monthly/YTD Response Report

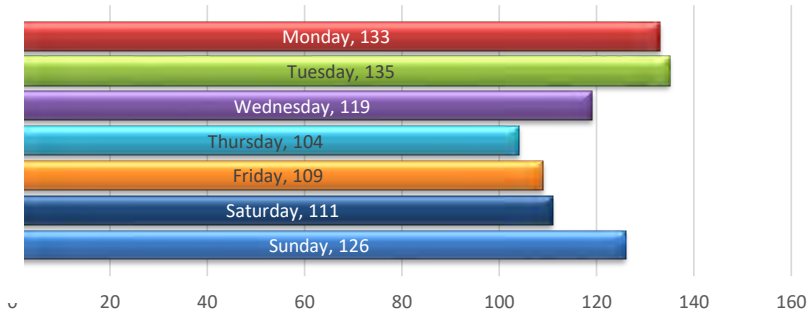
North Liberty Fire Department Overlapping Incidents

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
Overlapping Incidents	17	12	27	26	24	13							119	14.22%
Total Responses	156	116	132	147	138	148							837	

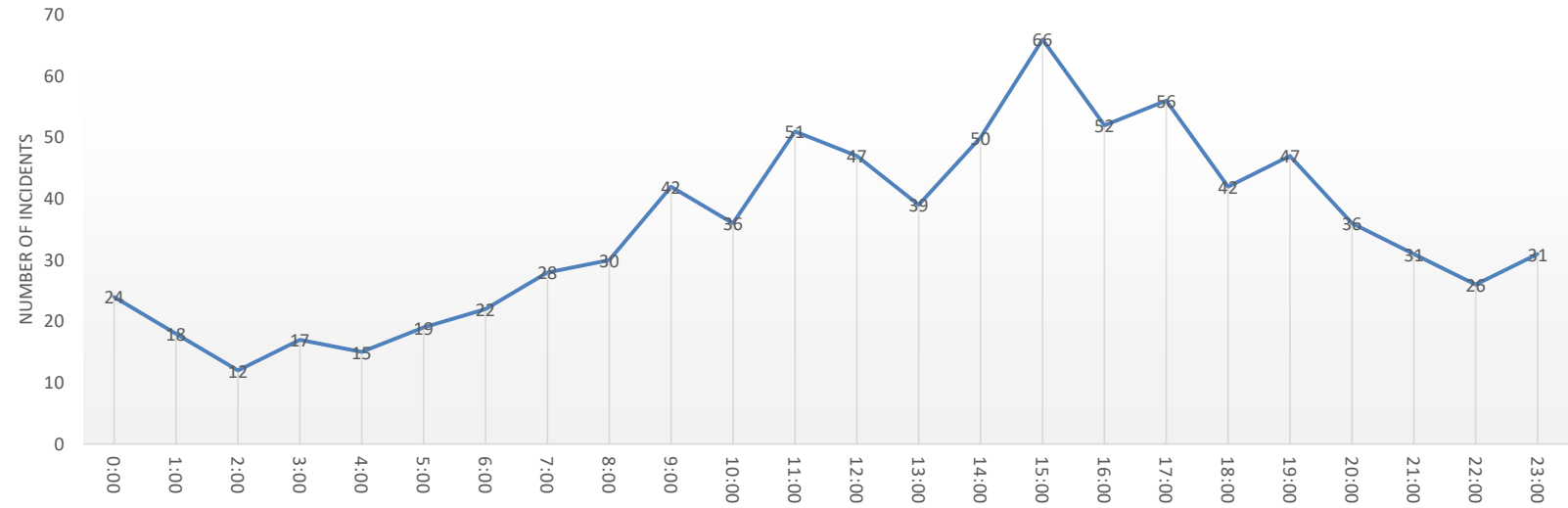
2024 Overlapping Incident by Month



2024 Responses by Day of Week



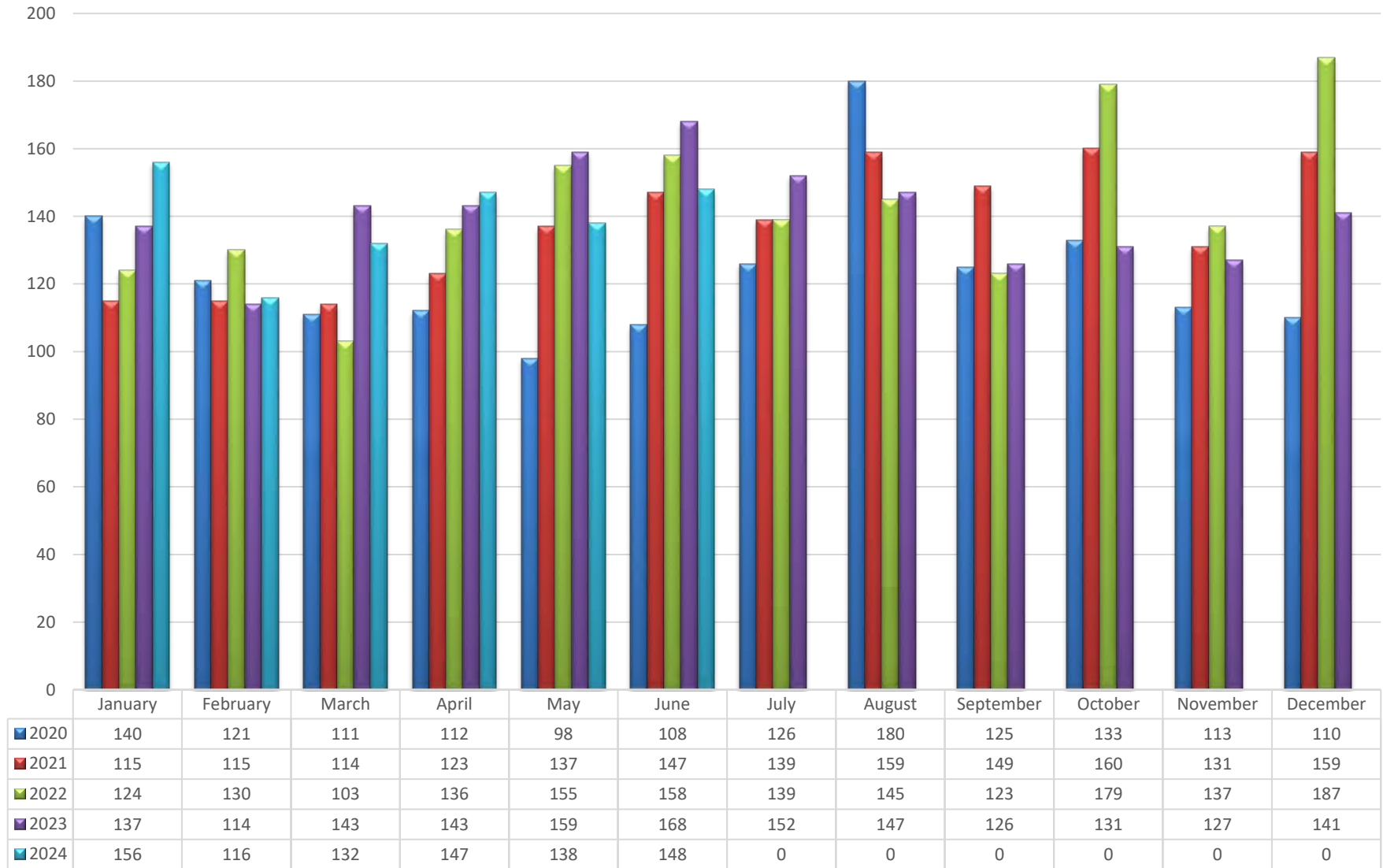
2024 Responses by Hour of Day





North Liberty Fire Department 2024 Monthly/YTD Response Report

2020 - 2024 Monthly Incident Response Comparison





North Liberty Fire Department

2024 Monthly/YTD Response Report

Member Responses By Month

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	837		
Responses for Month	156	116	132	147	138	148	0	0	0	0	0	0	Calls Made YTD		Of Calls Made on Apparatus YTD
Bigley, Brady	4	1	2	0	7	8							22	2.63%	4 18.18%
Brenneman, Brian					0	2							2	0.24%	0 0.00%
Burleson, Lynn	10	10	7	11	10	2							50	5.97%	9 18.00%
Campbell, Benjamin	17	14	18	18	22	23							112	13.38%	91 81.25%
Chia, Tyler	8	0	0	12	7	10							37	4.42%	30 81.08%
Dolan, Nick	49	44	35	39	33	38							238	28.43%	215 90.34%
Dolezal, Dan	8	9	13	9	2	6							47	5.62%	36 76.60%
Eiselstein, Jaden			1	10	21	12							44	5.26%	24 54.55%
Feelev, Nicholas	4	2	6	2	7	6							27	3.23%	21 77.78%
Gaylor, Austin	1	4	5	5	1	0							16	1.91%	12 75.00%
Griffith, Amanda	2	7	9	5	0	0							23	2.75%	7 30.43%
Hall, Emma	10	7	1	19	11	9							57	6.81%	30 52.63%
Hardin, Bryan	32	13	18	31	30	30							154	18.40%	11 7.14%
Hoffman, Evan	8	10	18	10	13	10							69	8.24%	61 88.41%
Holley, Joshua	14	11	13	29	7	13							87	10.39%	52 59.77%
Humston, Tina	49	34	37	63	41	51							275	32.86%	93 33.82%
Jaeger, Jeff	4	6	2	2	8	10							32	3.82%	19 59.38%
Kesteloot, Joseph	19	12	16	18	10	16							91	10.87%	77 84.62%
Kochanny, Chris	21	20	13	16	14	10							94	11.23%	18 19.15%
Kraxner, Brock	7	3	11	2	2	8							33	3.94%	26 78.79%
Lang, Nathaniel	19	17	9	7	23	5							80	9.56%	69 86.25%
Langenberg, Sydnev	30	14	25	15	34	23							141	16.85%	86 60.99%
Leighty, Kaine	16	19	17	11	5	4							72	8.60%	40 55.56%
Lundquist, Jonathan	11	12	6	8	6	5							48	5.73%	12 25.00%
Markegard, Dane				5	5	21							31	3.70%	16 51.61%
McAvoy, Kyle	18	10	13	8	9	11							69	8.24%	57 82.61%
McFarland, Cory			3	17	14	25							59	7.05%	15 25.42%
Messinger, Matt	5	4	8	4	12	17							50	5.97%	20 40.00%
Platz, Brian	67	50	50	67	53	45							332	39.67%	79 23.80%
Platz, Weston	23	18	12	8	10	12							83	9.92%	61 73.49%
Reasner, Rich	42	33	39	21	36	48							219	26.16%	186 84.93%
Rennekamp, Bryan	16	6	8	12	7	3							52	6.21%	31 59.62%
Rolfes, Eugene				21	18	53							92	10.99%	48 52.17%
Roose, Brianna	13	9	14	28	16	21							101	12.07%	53 52.48%
Roose, Lucas	39	30	43	35	52	41							240	28.67%	215 89.58%
Rundle, Lucas	6	9	9	11	10	2							47	5.62%	26 55.32%
Schekenbach, Sam	0	0	0	1	0	0							1	0.12%	0 0.00%
Schmooke, Bill	14	11	18	23	35	20							121	14.46%	28 23.14%
Schoening, Austin	10	5	9	8	12	7							51	6.09%	42 82.35%
Skubal, Alec	8	10	9	5	0	10							42	5.02%	30 71.43%
Smith, Landon	0	1	1	2	0	5							9	1.08%	4 44.44%
Stivers, Caleb	7	0	0	0	0	0							7	0.84%	1 14.29%
Sundblad, Nicholas	18	19	28	30	39	36							170	20.31%	69 40.59%
Van Zante, Jacob	11	5	8	9	8	14							55	6.57%	41 74.55%
Voparil, Christine	9	7	10	10	14	6							56	6.69%	40 71.43%
Voparil, Craig	13	5	2	6	6	3							35	4.18%	6 17.14%
Williams, Thadius	11	15	7	9	1	0							43	5.14%	32 74.42%



North Liberty Fire Department

2024 Monthly/YTD Response Report

Top 5 Calls by Paid Per Call Members by Month

	Jan		Feb		Mar		Apr		May		Jun	
1	Langenberg	30	Leighty Sundblad	19	Sundblad	28	Sundblad	30	Sundblad	39	Rolfes	53
2	Platz, W	23	Platz, W	18	Langenberg	25	Holley	29	Langenberg	34	Sundblad	36
3	Sundblad	18	Williams	15	Leighty	17	Roose, B	28	Eiselstein	21	McFarland	25
4	Leighty Rennekamp	16	Langenberg	14	Roose, B	14	Rolfes	21	Rolfes	18	Langenberg	23
5	Roose, B Voparil, Cr	13	Lundquist	12	Dolezal Holley	13	Hall	19	Roose, B	16	Roose, B Markegard	21
	Jul		Aug		Sept		Oct		Nov		Dec	
1												
2												
3												
4												
5												

2024- Top 5 Calls Made by PPC Members YTD			
1	Sundblad	170	20.31%
2	Langenberg	141	16.85%
3	Roose, B	101	12.07%
4	Rolfes	92	10.99%
5	Holley	87	10.39%