



**North Liberty City Council  
Regular Session  
September 10, 2024**



# **City Administrator Memo**



To **Mayor and City Council**  
 From **Ryan Heiar, City Administrator**  
 Date **September 6, 2024**  
 Re **City Council Agenda September 10, 2024**

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### Consent Agenda

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

- City Council Minutes (08/27/24)
- Pay Application #1, Forevergreen Road Signalization Project, Eastern Iowa Excavating & Concrete, \$609,763.82
- Pay Application #5, West Penn Street Improvements Project, Peterson Contractors, Inc., \$56,676.29
- Pay Application #7, Streets & Maintenance Facility – Interior Remodel Project, Peak Construction Group, Inc., \$23,085.97
- Claims

### Meetings & Events

Tuesday, Sep 10 at 6:00p.m.  
City Council

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

Tuesday, Sep 24 at 6:00p.m.  
City Council

### North Liberty Youth Council

On Tuesday, ten members, three incumbents and seven new, will be introduced and sworn in as Youth Councilors. The City’s Outreach and Equity Coordinator, Micah Ariel James, will be in attendance to present the 2023-2024 Youth Councilors:

- |                             |                               |
|-----------------------------|-------------------------------|
| 1. Anaya Patil (Liberty)    | 6. *Mi’niri Jurgens (Regina)  |
| 2. *Asher Bonner (Liberty)  | 7. Molly McLaughlin (Liberty) |
| 3. Jakilah Fuller (Liberty) | 8. *Olivia Roling (CCA)       |
| 4. Jiwon Kim (Liberty)      | 9. Sophia Jin (Liberty)       |
| 5. Luqmaan Khan (Liberty)   | 10. Vincent Ni (Liberty)      |

### Corridor Media Property Rezoning Request

This rezoning request at 2345 Landon Road (1.53 acres) to C-3 Higher Intensity Commercial District is to allow the property owner greater flexibility for tenant spaces. A virtual good neighbor meeting was held on August 19. No one outside City staff and the applicant attended and there are no formal objections to the request. Office research parks have been a declining trend, which has been exasperated by Covid-19. Staff envisions the O/RP district eventually being deleted as a zoning district. If this property is rezoned to C-3, only two properties (Geico and Green State Credit Union) in the City would remain zoned O/RP Office and Research Park District. The Planning Commission

unanimously recommended approval of these rezonings at its September 3 meeting. Staff recommends approval as well.

### North Liberty Community Pantry

At the previous City Council meeting – August 27 – the Council tentatively agreed to contribute an additional \$150k to the North Liberty Community Pantry’s capital campaign for a new building. Included on this agenda is an agreement with NLCP, formalizing the contribution and increasing the City’s commitment from \$100k to \$250k. Staff recommends approval of the agreement.

### Liberty Commons Developers Agreement

CMW Properties, LLC is planning to begin a two-lot commercial subdivision on the southeast corner of the intersection of North Dubuque Street and North Liberty Road, south of Liberty High School. While the terms of the developer’s agreement are themselves unremarkable, the area to be platted includes a portion of a neighboring parcel owned by GRD Burleson, LLC, for the purposes of constructing a future public street on what is an existing driveway. That driveway is situated in the county, however, and so the developer’s agreement requires that the necessary land be fully annexed into the City prior to final plat approval. Staff recommends approval.

### Public Sewer Ordinance Amendment – Prohibited Discharges

The proposed ordinance amendment adds paint thinner to the list of prohibited materials which may not be introduced into the public sewer system, and sets the maximum biochemical oxygen demand for any waters or wastes introduced into the system at 300 milligrams per liter, and the maximum amount of suspended solids at 300 milligrams per liter, both of which are in line with surrounding community standards. The amendment also includes as a prohibited discharge any pollutant which is released in a flow rate or concentration which will cause interference with the wastewater treatment works or collection system. Staff recommends approval of the ordinance amendment.



# **Agenda**



**CITY COUNCIL**

September 10, 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, August 27, 2024
  - B. Forevergreen Road Signalization Project, Pay Application Number 1, Eastern Iowa Excavating & Concrete, \$609,763.82
  - C. West Penn Street Improvements Project, Pay Application Number 5, Peterson Contractors, Inc., \$56,676.29
  - D. Streets & Maintenance Facility – Interior Remodel Project, Pay Application Number 7, Peak Construction Group, Inc., \$23,085.97
  - E. Claims
5. Public Comment
6. Engineer Report
7. City Administrator Report
8. Mayor Report
  - A. Welcoming Week Proclamation
9. Council Reports
10. Youth Council
  - A. Swearing in of newly appointed North Liberty Youth Council Members
11. Corridor Media Properties, LLC Rezoning
  - A. Public Hearing regarding proposed rezoning
  - B. Staff and Planning Commission recommendations
  - C. Applicant presentation
  - D. First consideration of Ordinance Number 2024-08, An Ordinance amending the Zoning Map District designation for certain property located in North

Liberty, Iowa from O/RP Office and Research Park District to C-3 Higher-Intensity Commercial District

12. North Liberty Community Pantry
  - A. Resolution Number 2024-95, A Resolution approving the Agreement between the City of North Liberty and the North Liberty Community Pantry
13. Liberty Commons
  - A. Resolution Number 2024-96, A Resolution approving the Developer's Agreement for Liberty Commons Subdivision, North Liberty, Iowa
14. Sewer Ordinance
  - A. Third consideration and adoption of Ordinance Number 2024-07, An Ordinance amending Chapter 97 of the North Liberty Code of Ordinances concerning prohibited discharges into public sewers
15. Old Business
16. New Business
17. Adjournment



# **Consent Agenda**





**City Council**  
August 27, 2024  
Regular Session

**Call to order**

Mayor Chris Hoffman called the August 13, 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: Erek Sittig, Paul Park, Brent Smith, and Brian Wayson; absent Brian Leibold.

Others present: Ryan Heiar, Stacey House, Grant Lientz, Josiah Bilskemper, Ryan Rusnak and other interested parties.

**Approval of the Agenda**

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

**Consent Agenda**

Wayson moved, Park seconded to approve the Consent Agenda, City Council Minutes, Regular Session, August 13, 2024, Fox Run Pond Trail Project, Pay Application Number 2, Dennis Spencer Construction, \$82,335.98 and the attached list of Claims. After discussion, the vote was all ayes. Consent Agenda approved.

**Public Comment**

No public comment was offered.

**City Engineer Report**

City Engineer Bilskemper reported on the Centennial Center Project, the Fox Run Park Trail Project, the Streets & Maintenance Facility Interior Remodel Project, Forevergreen Road Signalization Project, West Penn Street Road is now opened, and study on Forevergreen Road extension heading east. Council discussed the report with Bilskemper.

**City Administrator Report**

City Administrator Ryan Heiar advised that we will be changing the colors through the lights to support our local football team. He discussed Penn Meadows Park basketball court being almost finished. Friday morning at City Hall there will be an active shooter training with our police department.

**Mayor Report**

Mayor Chris Hoffman acknowledged and thanked the police and the streets department for keeping the kids and everyone safe for the start of the school year. He also thanked the entire city staff for their hard work.

**Council Reports**

Councilor Sittig was privileged to be at the ribbon cutting for Field Day. He was also able to attend some Johnson County affordable housing meetings. He enjoyed the street dance and was able to go to Pennsylvania with Ryan. Councilor Park attended the coffee connections at Blue Bird. He stated our street dance was a success. He offered a shout out to Derek Blackman of Community Relations for doing an amazing DJ event. Councilor Wayson was impressed with the amount of people who were there. He appreciated the tour for the fire department with Chief Brian Platz.

### **FY 23 Audit Presentation**

Dustin Opatz with KDV lead Audit presentation. Sittig moved, Smith seconded to approve Resolution Number 2024-88, A Resolution accepting the Audit Report for Fiscal Year 2023 as completed by BerganKDV. After discussion, the vote was: ayes- Wayson, Smith, Park, Sittig; nays- none; absent – Leibold. Motion carried.

### **Fire Station Number 1**

Fire Chief Platz offered details about the project with a presentation and discussion regarding proposal for Fire Station Number 1.

Wayson moved, Sittig seconded to approve Resolution Number 2024-89, A Resolution approving the Services Agreement between the City of North Liberty and Shive-Hattery Inc. for the Fire Station #1 Project. After discussion, the vote was: ayes- Park, Smith, Sittig, Wayson – nays – none; absent – Leibold. Motion carried.

### **North Liberty community Pantry**

Executive Director Ryan Bobst requested additional \$150,000 contribution from the North Liberty Community Pantry. Council agreed to \$150,000 to bring back to an agreement to the next meeting.

### **Social Service Grant Agreements**

Sittig moved, Park seconded to approve Resolution Number 2024-90, A Resolution approving the Social Service Funding Agreements between the City of North Liberty and Social Service Providers for Fiscal Year 2025. After discussion, the vote was: ayes – Smith, Park, Wayson, Sittig; nays – none; absent – Leibold. Motion carried.

Park moved, Smith seconded to approve Resolution Number 2024-91, A Resolution approving the Social Services Funding Agreement between the City of North Liberty and the North Liberty Community Pantry (NLCP) for Fiscal Year 2025. After discussion, the vote was: ayes – Smith, Park, Wayson; nays – none; abstain- Sittig; absent – Leibold. Motion carried.

### **North Liberty Road Trail**

Sittig moved, Wayson seconded to approve the design of the North Liberty Road Trail. The voice vote was all ayes; nays- none; absent- Leibold. Motion carried.

Wayson moved, Sittig seconded to approve Resolution Number 2024-90. A Resolution approving the Federal-Aid Agreement for a Transportation Alternatives Program (TAP) Project between

the city of North Liberty and the Iowa Department of Transportation. The vote was: ayes – Smith, Wayson, Park, Sittig; nays – none; absent – Leibold. Motion carried.

Smith moved, Sittig seconded to approve Resolution 2024-84, A Resolution approving the Contract for Community Development Block Grant Administration Services with East Central Iowa Council of Governments. The vote was: ayes – Park, Sittig, Wayson, Smtih; nays – none; absent – Leibold. Motion carried.

**Parking Restrictions**

Sittig moved, Wayson seconded to approve Resolution Number 2024-93, A Resolution approving the Developer’s Agreement for Solomon’s Landing, Part Five, North Liberty, Iowa. After discussion, the vote was: ayes –Sittig, Park, Smith, Wayson; nays – none; absent – Leibold. Motion carried.

**Sewer Ordinance**

Sittig moved, Smith seconded to approve second consideration of Ordinance Number 2024-07, An Ordinance amending Chapter 97 of the North Liberty Code of Ordinances concerning prohibited discharges into public sewers. After discussion, the vote was: ayes –Smith, Park, Sittig, Wayson; nays – none; absent – Leibold. Motion carried.

**Old Business**

No old business was presented.

**New Business**

No new business was presented.

**Adjournment**

Wayson moved; Smith seconded to adjourn at 7:01 p.m. The vote was all ayes. Meeting adjourned.

**CITY OF NORTH LIBERTY**

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

Attest: \_\_\_\_\_  
Stacey House, Deputy City Clerk

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGE(S)

**TO OWNER:** City of North Liberty  
3 Quail Creek Circle  
North Liberty, IA 52317

**PROJECT:** Forevergreen Road  
Signal Improvement

**APPLICATION NO:** PP#1

**Distribution to:**

**FROM CONTRACTOR:**  
EASTERN IOWA EXCAVATING & CONCRETE  
P.O. BOX 189  
CASCADE, IA 52033

**VIA ENGINEER:** Shive Hattery

**PERIOD TO:** 23-Aug-24

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

**PROJECT NOS:**

**CONTRACT FOR:**

**CONTRACT DATE:** 25-Jan-24

## 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.

SEE ATTACHED SWORN STATEMENT FROM CONTRACTOR TO OWNER

1. ORIGINAL CONTRACT SUM	\$	\$1,344,361.00
2. Net change by Change Orders	\$	-
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	1,344,361.00
4. <b>TOTAL COMPLETED &amp; STORED TO DATE</b> (Column G on G703)	\$	<b>\$641,856.65</b>
5. RETAINAGE: (Original Contract Only)		
a. 5 % of Completed Work (Column D + E on G703)	\$	32,092.83
b. 0 % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	32,092.83
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	609,763.82
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	
8. <b>CURRENT PAYMENT DUE</b>	\$	<b>609,763.82</b>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	734,597.18

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:** EASTERN IOWA EXCAVATING & CONCRETE

By: Grant Kramer Date: 08/23/24

State of Iowa County of Dubuque  
Subscribed and sworn to before me: Grant Kramer  
Notary Public: Lynne White  
My Commission expires: 4-26-24



## ENGINEER'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 ..... \$ 609,763.82

(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.)

**ENGINEER:** Shive Hattery

By: [Signature] Date: 23-Aug-24

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month (#1)	\$0.00	
<b>TOTALS</b>	\$0.00	\$0.00
<b>NET CHANGES by Change Order</b>	\$0.00	\$0.00

# 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.: 5  
 PERIOD TO: 8-24-24  
 PROJECT NOS.:  
 FROM CONTRACTOR: Peterson Contractors, Inc. VIA ARCHITECT: CONTRACT DATE: 2-29-24  
 104 Blackhawk Street  
 P.O. Box A  
 Reinbeck, IA 50669  
 CONTRACT FOR: Street Improvements

Distribution to:

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

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	<u>942,568.50</u>
2. Net by Change Orders	\$	<u>(7,859.84)</u>
3. CONTRACT SUM TO DATE	\$	<u>934,708.66</u>
4. TOTAL COMPLETED AND STORED TO DATE	\$	<u>891,296.24</u>
5. RETAINAGE:		
a. 5% of Completed work	\$	<u>44,564.81</u>
b. % of Stored Materials		
Total Retainage	\$	<u>44,564.81</u>
6. TOTAL EARNED LESS RETAINAGE	\$	<u>846,731.43</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	<u>790,055.14</u>
8. CURRENT PAYMENT DUE	\$	<u>56,676.29</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$	<u>87,977.23</u>

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

CONTRACTOR: Peterson Contractors Inc.

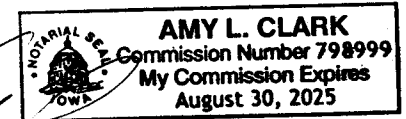
By: [Signature] Date: 8/30/2024

State of: Iowa

County of: Grundy

Subscribed and sworn to before me this

30th day of August, 2024.



Notary Public:

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 ..... \$ 56,676.29

ARCHITECT:

By: [Signature] Date: 9/3/2024

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.

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)

**TO OWNER/CLIENT:**

City of North Liberty  
PO Box 77  
North Liberty, Iowa 52317

**PROJECT:**

023-025 North Liberty Streets and Maintenance Facility - Interior Remodel  
437 South Front Street  
North Liberty, Iowa 52317

**APPLICATION NO: 7**

**INVOICE NO: 7**

**PERIOD: 08/01/24 - 08/31/24**

**PROJECT NO: 023-025**

**FROM CONTRACTOR:**

Peak Construction Group, Inc.  
660 Liberty Way Unit C  
North Liberty, Iowa 52317

**VIA ARCHITECT/ENGINEER:**

Chris Ciccariello (Shive Hattery)

**CONTRACT DATE:**

**CONTRACT FOR:** North Liberty Streets and Maintenance Facility

**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	\$608,000.00
2. Net change by change orders	\$11,263.79
3. Contract Sum to date (Line 1 ± 2)	\$619,263.79
4. Total completed and stored to date (Column G on detail sheet)	\$596,479.31
5. Retainage:	
a. 5.00% of completed work	\$26,917.64
b. 5.00% of stored material	\$2,906.35
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$29,823.99
6. Total earned less retainage (Line 4 less Line 5 Total)	\$566,655.32
7. Less previous certificates for payment (Line 6 from prior certificate)	\$543,569.35
8. Current payment due:	\$23,085.97
9. Balance to finish, including retainage (Line 3 less Line 6)	\$52,608.47

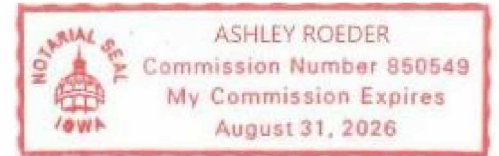
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$11,263.79	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$11,263.79	\$0.00
Net change by change orders:	\$11,263.79	

The undersigned 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 which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Peak Construction Group, Inc.

Signed by: Kris Ulyko  
By: FE91FBE54C9C4DD... Date: 8/28/2024

State of: Iowa  
County of: Johnson  
Subscribed and sworn to before me this 8/28/2024 day of



Notary Public: Ashley Roeder  
My commission expires: 06B7542BFEFA4B8...

**ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT**

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

AMOUNT CERTIFIED: \$23,085.97

(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 confirm the amount certified.)

ARCHITECT/ENGINEER:

By: FORMER Date: 09/04/2024

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 the rights of the Owner/Client or Contractor under this Contract.



# Mayor Report



# PROCLAMATION

## Welcoming Week

**WHEREAS**, North Liberty's success depends on making sure that all community members feel welcome and invited here. Today, new residents are a crucial element of our community – bringing fresh perspectives and ideas, starting businesses, and contributing to the vibrant diversity that we all value; and

**WHEREAS**, by collaborating, coworking, and living in unity, we can achieve greater prosperity and make North Liberty the kind of place where people from around the world feel valued and want to put down their roots; and

**WHEREAS**, regardless of where we are born or what we look like, we are North Liberty residents, united in our efforts to build a stronger community and recognizing the contributions that make our city more inclusive to all who call it home; and

**WHEREAS**, we seek to come together to build communities where every resident can contribute at their best and highest abilities; and

**WHEREAS**, Welcoming Week is an annual campaign and celebration to showcase the movement of communities across the entire nation striving to be more welcoming places for all, including immigrants and the over 1,500 foreign-born residents living in North Liberty today; and

**WHEREAS**, we honor the spirit of unity, which brings people together across North Liberty, the greater Johnson County area, and the nation; and

**WHEREAS**, we encourage our residents to join this movement of communities nationwide by participating in local Welcoming Week events and by demonstrating commitment to our core American values by acting in the spirit of welcoming.

**NOW, THEREFORE, BE IT RESOLVED** that I, Chris Hoffman, Mayor of North Liberty, do hereby proclaim September 13 - 22, 2024, as Welcoming Week in the City of North Liberty.  
our community's success depends on making sure that all feel welcome here; and

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**Mayor Chris Hoffman**

Signed in North Liberty, Iowa  
this 10th day of September, 2024





# **Corridor Media Properties, LLC Rezoning**



September 3, 2024

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

Re: Request of Corridor Media Properties, LLC for a zoning map amendment (rezoning) on property owned by Corridor Media Properties, LLC on approximately 1.53 acres from O/RP Office and Research Park District to C-3 Higher-Intensity Commercial District on property located at 2345 Landon Road.

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its September 3, 2024 meeting. The Planning Commission took the following action:

**Finding:**

1. The rezoning request from O/RP Office and Research Park District to C-3 Higher-Intensity Commercial District would achieve consistency with the approval standards enumerated in Section 165.09 of the Zoning Code.

**Recommendation:**

The Planning Commission accepted the listed finding and forwards the zoning map amendment to the City Council with a recommendation for approval.

The vote for approval was 6-0.

Barry A'Hearn, Vice Chairperson  
City of North Liberty Planning Commission



To **City of North Liberty Planning Commission**  
 From **Ryan Rusnak, AICP**  
 Date **August 30, 2024**  
 Re **Request of Corridor Media Properties, LLC for a zoning map amendment (rezoning) on property owned by Corridor Media Properties, LLC on approximately 1.53 acres from O/RP Office and Research Park District to C-3 Higher-Intensity Commercial District on property located at 2345 Landon Road.**

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

**1. Request Summary:**

The purpose of the rezoning request is to allow the property owner greater flexibility for tenant spaces.



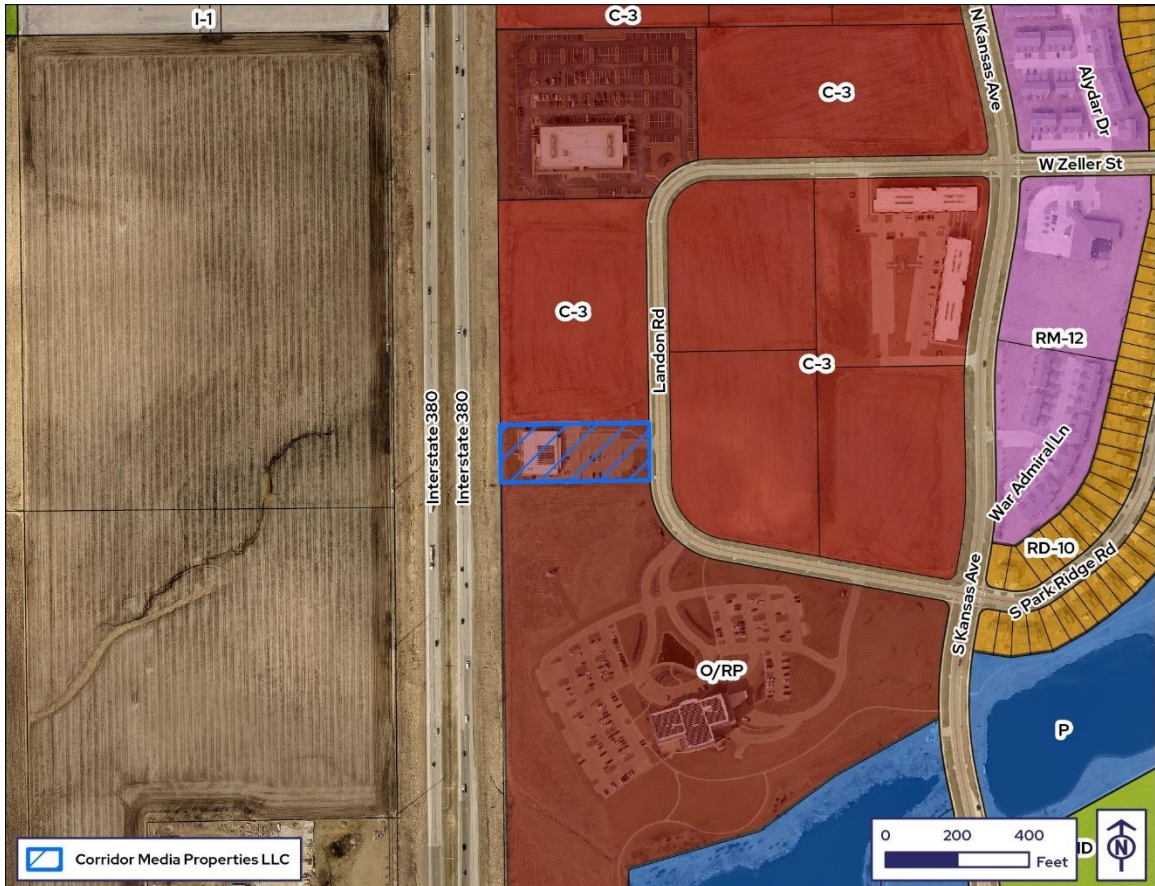
## 2. Current and Proposed Zoning:

### Current Zoning

The O/RP Office and Research Park District is intended to accommodate office buildings, similar structures, and complementary uses in a mutually compatible environment. It is designed to provide landscaping and space requirements suitable for an office and research setting. Uses are limited to those compatible with an office setting and those which do not produce noise, air, or other environmental nuisances which might interfere with activities within the district and surrounding residential areas.

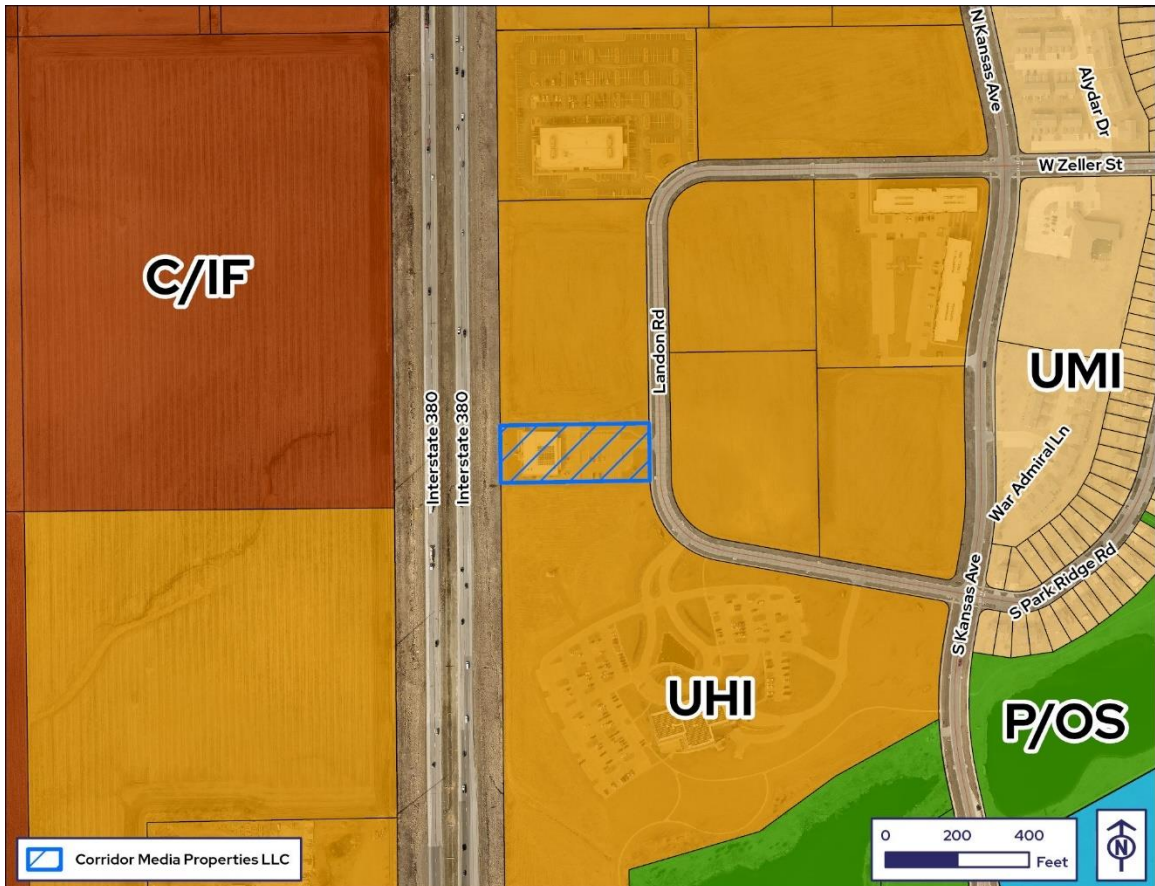
### Proposed Zoning

C-3 Higher-Intensity Commercial District. The C-3 District is intended to accommodate higher-intensity commercial development that serves both local and regional markets. The C-3 District addresses medium and large-scale development that may generate considerable traffic and typically requires significant off-street parking. Higher density residential uses are also allowed to facilitate a mixed-use orientation where appropriate.



### 3. Consistency with Comprehensive Plan:

Land Use Plan designation: Urban High Intensity.



#### Urban High Intensity Description

These areas have increased economic activity and a higher frequency of diverse and complementary uses. High-intensity areas include more urban services with a horizontal and vertical mix of high-density residential uses and community to regional commercial uses of compatible densities and scales.

#### *Residential*

Developments have more focus on non-residential buildings but still offer residential uses ranging from townhomes and apartments. Mixing residential with commercial uses on the same site is encouraged when feasible from a design and market capitalization standpoint.

#### *Form and Features*

- » Aggregate development density at 14+ units per acre at sites with direct access to major arterial and collector streets. Development should avoid the creation of isolated multi-family development.
- » Edges of UHI residential developments transition to lower intensity uses or buffer from industrial/commercial uses through design, landscaping, and buffering.

*Non-Residential*

More prevalent and focus in the UHI district that can include larger offices, medical buildings, commercial, and larger institutional uses such as places of worship, community centers, and indoor recreation.

**4. Public Input:**

A virtual good neighbor meeting was held on April 19, 2024. No one outside City staff and the applicant attended. There are no formal objections to the request.

**5. Zoning Map Amendment Approval Standards**

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

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

Map Amendments.

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

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

Figure 3.4: Land Use Compatibility

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

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

*It is staff's opinion that the zoning map amendment would achieve consistency with the Comprehensive Plan and adopted land use policies.*

- (b) The compatibility with the zoning of nearby property.

*It is staff's opinion that the proposed zonings would be compatible with the area.*

(c) The compatibility with established neighborhood character.

*It is staff's opinion that the proposed zonings would be compatible with established neighborhood character.*

(d) The extent to which the proposed amendment promotes the public health, safety, and welfare of the City.

*It is staff's opinion that the proposed zonings would promote the public health, safety, and welfare of the City.*

(e) The extent to which the proposed amendment creates nonconformities.

*It is staff's opinion that the proposed zoning would not create any nonconformities.*

#### **6. Additional Considerations:**

The subject property is located adjacent to North Kansas Avenue, which is a minor arterial road. This is an appropriate location for a higher-intensity commercial district.

Office research parks have been a declining trend, which has been exasperated by Covid-19. Staff envisions the O/RP district being deleted as a zoning district and being replaced with other relevant zoning districts.

If this property is rezoned to C-3 Higher-Intensity Commercial District, only two properties (Geico and GreenState Credit Union) in the City will remain zoned O/RP Office and Research Park District.

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

##### **Finding:**

1. The rezoning request from O/RP Office and Research Park District to C-3 Higher-Intensity Commercial District would achieve consistency with the approval standards enumerated in Section 165.09 of the Zoning Code.

##### **Recommendation:**

Staff recommends the Planning Commission accept the listed finding and forward the request for zoning map amendment (rezoning) from O/RP Office and Research Park District to C-3 Higher-Intensity Commercial District on approximately 1.53 acres to the City Council with a recommendation for approval.

##### **Suggested motion:**

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

**Ordinance No. 2024-08**

**AN ORDINANCE AMENDING THE ZONING MAP DISTRICT DESIGNATION FOR CERTAIN PROPERTY LOCATED IN NORTH LIBERTY, IOWA FROM O/RP OFFICE AND RESEARCH PART DISTRICT TO C-3 HIGHER-INTENSITY COMMERCIAL DISTRICT**

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

**SECTION 1. AMENDMENT.** The Official Zoning Map incorporated in Chapter 168.01(2) of the North Liberty Code of Ordinances is hereby amended the zoning as follows:

Lot 1 The Villas at Liberty Executive Park – Part Five to North Liberty, Johnson County, Iowa according to the Final Plat thereof recorded in Book 59, Page 356, Plat Records of Jonson County, Iowa.

**SECTION 2. CONDITIONS IMPOSED.** At the September 3, 2024, meeting the Planning Commission accepted the listed finding and forwarded the request for a zoning map amendment to the City Council with a recommendation for approval with no conditions.

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

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

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

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

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

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

First reading on \_\_\_\_\_.  
Second reading on \_\_\_\_\_.



Third and final reading on \_\_\_\_\_.

**CITY OF NORTH LIBERTY:**

\_\_\_\_\_  
CHRIS HOFFMAN, MAYOR

ATTEST:

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

\_\_\_\_\_  
TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. 2024-08 in *The Gazette* on the \_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
TRACEY MULCAHEY, CITY CLERK



# **North Liberty Community Pantry**

## AGREEMENT

THIS AGREEMENT (the “Agreement”) entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of North Liberty, an Iowa municipal corporation, PO Box 77, North Liberty, Iowa 52317 (hereafter referred to as the “City”) and North Liberty Community Pantry, an Iowa nonprofit corporation (hereafter referred to as “NLCP”).

WHEREAS, the City received monies from the federal government through the American Rescue Plan Act (“ARPA”); and

WHEREAS, Section 364.1 of the Code of Iowa, states that a city may exercise any power and perform any function it deems appropriate to protect and preserve the rights, privileges and property of the city or of its residents, and to preserve and improve the peace, safety, health, welfare, comfort and convenience of its residents; and

WHEREAS, in strict compliance with applicable rules promulgated for ARPA, the City Council of the City of North Liberty has deemed it necessary and desirable to grant some of its ARPA allocation to NLCP, which shall be used as a one-time contribution to provide support for the construction of a new facility offering expanded capacity for NLCP operations; and

WHEREAS, the parties have agreed to enter into this Agreement to outline the obligations of NLCP when spending city funds.

WHEREFORE, the parties agree as follows:

1. Scope of Services provided by NLCP. The funding provided to NLCP as part of this Agreement will be specifically applied toward the construction of a new food pantry facility to allow expanded operations for NLCP in the City of North Liberty. NLCP acknowledges and agrees that it is familiar with the rules promulgated under ARPA and that all expenditures of funds under this Agreement will comply with all applicable ARPA rules and regulations.
2. Funding. Upon the execution of this Agreement by NLCP and approval and execution of this Agreement by the City, the City shall submit the sum of \$150,000 to NLCP, said sum being due and payable to NLCP after September 15, 2024.
3. Non-discrimination. NLCP shall not commit any of the following employment practices in connection with or while rendering services hereunder and does hereby expressly agree to prohibit the following practices from being committed by any subcontractors engaged by NLCP as part of providing its services:
  - a. To discharge or refuse to hire any individual because of their race, color religion, gender, national origin, disability, age, marital status, sexual orientation or gender identity.

- b. To discriminate against any individual in terms, conditions, or privileges of employment because of their race, color, religion, gender, national origin, disability, age, marital status, sexual orientation or gender identity.
4. Reporting. As part of this Agreement, NLCP shall file a report with the City Clerk of the City detailing the uses of the funds provided to NLCP under this Agreement, including specifically projects supported within the City of North Liberty.
  5. Indemnification. NLCP shall indemnify, defend and hold the City, its employees, elected officials, officers and agents from any and all liability for loss, cost, damage and expenses (including reasonable attorneys' fees and costs) resulting from or incurred by any acts or omissions of NLCP, its officers, employees and agents during the term of this agreement.
  6. Cooperation with City audit. NLCP agrees to cooperate, provide documentation and discuss this Agreement if inquiries are made by the accounting firm hired by the City to conduct its required annual audit.
  7. Assignment. This Agreement may not be assigned by either party without prior written approval of the other party.
  8. Default. In the event that either party defaults on its obligations under this Agreement, the non-defaulting party shall provide to the other party at the addresses listed above, giving the other party thirty (30) days to remedy said default. If the other party fails to remedy said default, the non-defaulting party may exercise any and all remedies outlined in applicable law and is entitled to recover reasonable attorneys' fees and costs to enforce the term of this Agreement.

NLCP:

By: \_\_\_\_\_  
 Ryan Bobst  
 Executive Director

CITY:

By: \_\_\_\_\_  
 Mayor

ATTEST:

By: \_\_\_\_\_  
 City Clerk

**Resolution No. 2024-95**

**A RESOLUTION APPROVING THE AGREEMENT BETWEEN  
THE CITY OF NORTH LIBERTY AND THE NORTH LIBERTY  
COMMUNITY PANTRY**

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

**WHEREAS**, the North Liberty Community Pantry (NLCP) provides food, clothing, and other assistance in the City of North Liberty;

**WHEREAS**, the City of North Liberty finds that this participation directly benefits the citizens of North Liberty;

**WHEREAS**, the City of North Liberty has offered to provide \$150,000.00 in support of the construction of a new Pantry Facility at 350 W. Penn Street; and

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

**NOW, THEREFORE, BE IT RESOLVED** that the Agreement between the City of North Liberty and the North Liberty Community Pantry is approved.

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

**APPROVED AND ADOPTED** this 10th day of September, 2024.

**CITY OF NORTH LIBERTY:**

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CHRIS HOFFMAN, MAYOR

ATTEST:

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

---

TRACEY MULCAHEY, CITY CLERK



# **Liberty Commons**

Prepared by and Return to:  
Grant D. Lientz, 360 N. Main Street, North Liberty, IA 52317 319-626-5767

**DEVELOPER'S AGREEMENT  
LIBERTY COMMONS SUBDIVISION**

THIS AGREEMENT, made by and between the City of North Liberty, Iowa, a municipal corporation, hereinafter referred to as "City," and CMW Properties, LLC and GRD Burleson, LLC, together hereinafter referred to as "Developer."

**SECTION 1. REQUEST FOR PLAT APPROVAL.**

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

BEING PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 80 NORTH, RANGE 6 WEST OF THE 5TH P.M. AND PART OF FREE REIN SUBDIVISION AS RECORDED IN BOOK 40 PAGE 151 OF THE JOHNSON COUNTY RECORDS, JOHNSON COUNTY, IOWA AND PART OF AUDITOR'S PARCEL 2022077 AS RECORDED IN BOOK 66 PAGE 206 OF THE JOHNSON COUNTY RECORDS, JOHNSON COUNTY, IOWA DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF SAID FREE REIN SUBDIVISION; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF DUBUQUE STREET S89°32'17"W, 590.73 FEET; THENCE ALONG SAID SOUTH LINE S01°39'18"E, 15.32 FEET; THENCE 126.89 FEET ALONG SAID SOUTH LINE ON A 862.50 FOOT RADIUS CURVE CONCAVE SOUTHERLY (CHORD BEARING S76°30'52"W, 126.87 FEET); THENCE ALONG SAID SOUTH LINE S35°55'49"W, 118.59 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH LIBERTY ROAD; THENCE ALONG SAID EAST LINE S00°26'09"E, 68.87 FEET; THENCE S89°36'16"W, 10.77 FEET; THENCE ALONG SAID EAST LINE S01°52'45"E, 178.68 FEET; THENCE S89°34'19"W, 32.57 FEET; THENCE S01°49'04"E, 30.00 FEET; THENCE N89°33'26"E, 241.72 FEET; THENCE S01°42'52"E, 595.18; THENCE S88°50'57"W, 75.00 FEET; THENCE S03°55'22"E, 255.81 FEET; THENCE N89°39'12"E, 268.88 FEET; THENCE

59°39'14"E, 191.68 FEET; THENCE H00°20'26"W, 165.80 FEET; THENCE S88°50'57", 345.86 FEET; THENCE N01°42'52", 594.76 FEET; THENCE 88°45'32"E, 557.52 FEET TO THE WEST LINE OF SAID LOT 1; THENCE ALONG THE WEST PROPERTY LINE N01°23'06"W, 409.45 FEET TO THE POINT OF BEGINNING.

THE DESCRIBED AREA CONTAINS 10.18 ACRES MORE OR LESS AND IS SUBJECT TO EASEMENTS AND OTHER RESTRICTIONS OF RECORD.

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

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

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

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

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

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

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



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

**SECTION 3. DEVELOPMENT REQUIREMENTS AND PROPERTY IMPROVEMENTS.**

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

B. Public Improvement Standards.

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

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

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

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

2. The Developer shall provide for the installation of all electric lines, street lights, gas mains, telephone lines and other utility facilities that are necessary

at the Developer's sole cost. Developer further agrees that all utilities shall be installed underground.

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

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

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

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

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

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

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

1. The Developer shall pay the following costs:

a) East Side Growth Sewer Fee: \$40,726.87 (\$3,992.83 per acre x 10.20 acres).

b) Water Connection fee \$39,996.45 (\$50.31 per linear foot x 795 linear feet)

c) Dubuque Street Rural Road Fees: A road construction fee of \$57,364.50 (\$125.25 per linear foot x 458 linear feet)

These costs shall be submitted to the City in full prior to Council approval of the final plat. Said payment shall be deemed fully released by the Developer and accepted by the City upon approval of the final plat.

2. Off-site easements showing Developer has the right to install all public improvements must be provided prior to construction plan approval. In addition, Developer shall obtain, prior to construction plan approval, such appropriate permits as may be required by Johnson County for the construction and improvement of the eastern half of Free Rein Lane. Developer agrees to construct that portion of Free Rein Lane situated outside of the corporate limits of North Liberty in accordance with the construction standards which are applicable to construction within city limits.

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

4. CMW Properties, LLC agrees to install crosswalk improvements for the roundabout crossing with North Dubuque street as depicted on the attached Exhibit B prior to final plat approval. The City shall reimburse the CMW Properties, LLC for the actual, reasonable, and documented costs of the construction of said crosswalk improvements within 30 days of final plat approval, provided that the total costs of the work so depicted shall not exceed \$60,000.00. The City shall also reimburse CMW Properties, LLC for the actual, reasonable and documented costs of upsizing the warning panels from 5 feet, totaling \$400.

5. Trail. CMW Properties, LLC agrees to construct, prior to the issuance of any certificate of occupancy for Lot 1, and notwithstanding the provisions of Section 3(C)(4) above, a trail as depicted on the attached Exhibit C. The City shall reimburse the CMW Properties, LLC for the actual, reasonable and documented costs of upsizing of the trail from 5 feet width to 8 feet and 10 feet as shown on the trail exhibit, with such costs being \$8,000.

CMW Properties, LLC agrees to install 12" water main piping prior to approval of the final plat in accordance with the approved final construction plans.

E. Owner's Association. The Developer agrees that, prior to issuance of certificates of occupancy, an owner's association shall be formed for the purpose of maintaining, controlling, and managing the common areas and storm water management facilities serving Liberty Commons Subdivision. The City shall have the opportunity to review and approve all documentation related to the initial formation and organization of the association, which shall then be recorded at the Developer's expense.

F. Annexation. Developer agrees that all real estate described in Section 1 above shall be annexed into the City prior to final plat approval. Developer agrees to secure any permits necessary from Johnson County for any work to be performed within the plat prior to annexation.

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

#### **SECTION 4. PUBLIC UTILITIES.**

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

#### **SECTION 5. EROSION CONTROL AND GRADING.**

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

shall be seeded with prairie grasses and/or other natural plantings so as to minimize the need for frequent mowing and other maintenance.

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

#### **SECTION 6. PHASED DEVELOPMENT.**

If the plat is a phase of a multi-phased preliminary plat, the City may refuse to approve final plats of subsequent phases if the Developer has breached this Agreement and the breach has not been remedied. Development of subsequent phases will not be allowed to proceed until Developer's Agreements for such phases are approved by the City.

#### **SECTION 7. PUBLIC IMPROVEMENTS AND ASSESSMENT WAIVER.**

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

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

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

**SECTION 8. ENGINEERING ADMINISTRATION AND CONSTRUCTION OBSERVATION.**

A. The Developer shall submit to the City, for approval by the City Engineer, plans and specifications for the construction of improvements in the subdivision which have been prepared by a registered professional civil engineer. The Developer shall obtain approval of the construction plans and all necessary permits from the appropriate city, state and federal agencies before proceeding with construction. In addition, the Developer shall cause to have its engineer provide adequate field inspection personnel to ensure that an acceptable level of quality control is maintained.

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

**SECTION 9. RELEASE.**

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

**SECTION 10. DEVELOPER'S OBLIGATION AND DEFAULT.**

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

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

property. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part against all of the property located in the subdivision.

**SECTION 11. AUTHORIZATION TO ENTER PREMISES.**

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

**SECTION 12. FEES.**

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

**SECTION 13. TIME OF PERFORMANCE.**

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

**SECTION 14. MISCELLANEOUS.**

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

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

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

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

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

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

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

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

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

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

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

**SECTION 15. NOTICES.**

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

CMW Properties, LLC  
221 E Burlington St  
Iowa City, IA 52240



GRD Burleson, LLC  
1805 State Street Suite 101  
Bettendorf, IA 52722

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

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

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

**SECTION 16. SUCCESSORS AND ASSIGNS.**

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


[signature pages to follow]

DATED this \_\_\_ day of \_\_\_\_\_, 2024.

CITY OF NORTH LIBERTY, IOWA

CMW PROPERTIES, LLC

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

By:   
\_\_\_\_\_  
Joe Clark, Manager

GRD BURLESON, LLC

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

By: \_\_\_\_\_  
\_\_\_\_\_, Manager

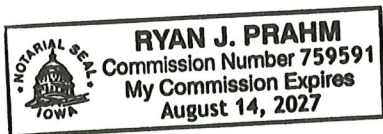
STATE OF IOWA, JOHNSON COUNTY: ss

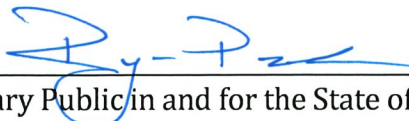
On this \_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Chris Hoffman and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North 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

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this 4<sup>th</sup> day of September, 2024, by Joe Clark, in their capacity as Manager of CMW Properties, LLC.



  
\_\_\_\_\_  
Notary Public in and for the State of Iowa

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024,  
by \_\_\_\_\_, in their capacity as Manager of GRD Burleson, LLC.

---

Notary Public in and for the State of Iowa

**EXHIBIT A**

**EXHIBIT B**

**EXHIBIT C**

**Resolution No. 2024-96**

**A RESOLUTION APPROVING THE DEVELOPER'S  
AGREEMENT FOR LIBERTY COMMONS SUBDIVISION,  
NORTH LIBERTY, IOWA**

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

**WHEREAS**, the terms and conditions for the development of Liberty Commons Subdivision have been set forth in an Agreement between the City of North Liberty, CMW Properties, LLC., and GRD Bureson, LLC; and

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

**NOW, THEREFORE, BE IT RESOLVED** that that the Development Agreement between the City of North Liberty, CMW Properties, LLC., and GRD Bureson, LLC. is approved for Liberty Commons Subdivision, North Liberty, Iowa

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

**APPROVED AND ADOPTED** this 10th day of September, 2024.

**CITY OF NORTH LIBERTY:**

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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



# **Sewer Ordinance**



## ORDINANCE NO. 2024-07

### AN ORDINANCE AMENDING CHAPTER 97 OF THE NORTH LIBERTY CODE OF ORDINANCES CONCERNING PROHIBITED DISCHARGES INTO PUBLIC SEWERS

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

**SECTION 1. AMENDMENT OF PUBLIC SEWER ORDINANCE.** Chapter 97.03 of the North Liberty Code of Ordinances is amended to read as follows:

#### 97.03 PROHIBITED DISCHARGES.

No person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewers:

1. Flammable or Explosive Material. Any gasoline, benzene, naphtha, fuel oil, ~~paint thinner~~ or other flammable or explosive liquid, solid, or gas.
2. Toxic or Poisonous Materials. Any waters or wastes containing toxic or poisonous solids, liquids or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the sewage treatment plant, including but not limited to cyanides in excess of two (2) milligrams per liter as CN in the wastes as discharged to the public sewer.
3. Corrosive Wastes. Any waters or wastes having a pH lower than 5.5 or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works.
4. Solid or Viscous Substances. Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.
5. ~~Excessive B.O.D., Solids or Flow.~~ Any waters or wastes having (a) a five-day biochemical oxygen demand greater than ~~213 parts per million by weight~~300 milligrams per liter (mg/L), or (b) containing more than ~~300 mg/L~~235 parts per million by weight of suspended solids, or (c) ~~having an ammonia nitrogen level greater than 30 mg/l,~~ or (d) ~~having a chemical oxygen demand (COD) level~~

greater than 300 mg/l, or (e) total organic carbon (TOC) level greater than 140 mg/l or (f) total kjeldahl nitrogen (TKN) level greater than 30 mg/l, or (g) total fats, /oil and grease (FOG) level greater than 100 mg/l, or (h) having an average daily flow greater than two percent of the average sewage flow of the City, shall be subject to the review of the Superintendent. Where necessary in the opinion of the Superintendent, the owner shall provide, at the owner's expense, such preliminary treatment as may be necessary to (a) reduce the biochemical oxygen demand to ~~300 mg/L~~ 213 parts per million by weight, or (b) reduce the suspended solids to ~~300 mg/L~~ 235 parts per million by weight, or (c) ~~reduce the ammonia nitrogen level to 30 mg/l,~~ (d) ~~reduce the COD level to 300 mg/l,~~ (e) ~~or reduce the TOC level to 140 mg/l,~~ or (f) ~~reduce the TKN level to 30 mg/l,~~ or (g) ~~reduce total FOG to 100 mg/l,~~ or (h) control the quantities and rates of discharge of such waters or wastes. Plans, specifications, and any other pertinent information relating to proposed preliminary treatment facilities shall be submitted for the approval of the Superintendent and Building Official, and no construction of such facilities shall be commenced until said approvals are obtained in writing.

5.6. Any pollutant, including oxygen-demanding pollutants, released in a discharge at a flow rate and/or pollutant concentration which will cause interference with the operation of the wastewater treatment works or collection system.

**SECTION 2. REPEALER.** All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**SECTION 3. SCRIVENER'S ERROR.** The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Clerk or the Clerk's designee without further public hearing.

**SECTION 4. SEVERABILITY.** If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**SECTION 5. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on \_\_\_\_\_, 2024.

Second reading on \_\_\_\_\_, 2024.

Third and final reading on \_\_\_\_\_, 2024.

CITY OF NORTH LIBERTY:

\_\_\_\_\_  
CHRIS HOFFMAN, MAYOR

ATTEST:

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

\_\_\_\_\_  
TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. \_\_\_\_\_ in the Cedar Rapids Gazette on the \_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
TRACEY MULCAHEY, CITY CLERK

**ORDINANCE NO. 2024-07**

**AN ORDINANCE AMENDING CHAPTER 97 OF THE NORTH LIBERTY  
CODE OF ORDINANCES CONCERNING PROHIBITED DISCHARGES INTO  
PUBLIC SEWERS**

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

**SECTION 1. AMENDMENT OF PUBLIC SEWER ORDINANCE.** Chapter 97.03 of the North Liberty Code of Ordinances is amended to read as follows:

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2. Toxic or Poisonous Materials. Any waters or wastes containing toxic or poisonous solids, liquids or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the sewage treatment plant, including but not limited to cyanides in excess of two (2) milligrams per liter as CN in the wastes as discharged to the public sewer.
3. Corrosive Wastes. Any waters or wastes having a pH lower than 5.5 or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works.
4. Solid or Viscous Substances. Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.
5. Excessive B.O.D., Solids or Flow. Any waters or wastes having (a) a five-day biochemical oxygen demand greater than 300 milligrams per liter (mg/L), or (b) containing more than 300 mg/L of suspended solids, or (c) having an average daily flow greater than two percent of the average sewage flow of the City, shall be subject to the review of the Superintendent. Where necessary in the opinion of

the Superintendent, the owner shall provide, at the owner's expense, such preliminary treatment as may be necessary to (a) reduce the biochemical oxygen demand to 300 mg/L, or (b) reduce the suspended solids to 300 mg/L, or (c) control the quantities and rates of discharge of such waters or wastes. Plans, specifications, and any other pertinent information relating to proposed preliminary treatment facilities shall be submitted for the approval of the Superintendent and Building Official, and no construction of such facilities shall be commenced until said approvals are obtained in writing.

6. Any pollutant, including oxygen-demanding pollutants, released in a discharge at a flow rate and/or pollutant concentration which will cause interference with the operation of the wastewater treatment works or collection system.

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**SECTION 4. SEVERABILITY.** If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**SECTION 5. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on August 13, 2024.

Second reading on August 27, 2024.

Third and final reading on \_\_\_\_\_, 2024.

CITY OF NORTH LIBERTY:

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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. 2024-07 in the Cedar Rapids Gazette on the \_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
TRACEY MULCAHEY, CITY CLERK



# **Additional Information**



To **Mayor and City Council**  
CC **City Administrator**  
From **Tom Palmer, Building Official**  
Date **9/4/2024**  
Re **Monthly Report**

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**August Permits:**

One hundred twenty-two permits were issued in the month of August with an estimated construction value of 6.7 million dollars. Fourteen building permits issued for new single family dwelling units with construction valve of three million dollars. Staff completed 360 inspections in the month of August.

**Rental/Code Compliance Cases:**

Nine rental permit applications were received in August. Six code compliance case was processed in August.

**Bowldogs Project:**



The owners are anticipating opening date in October

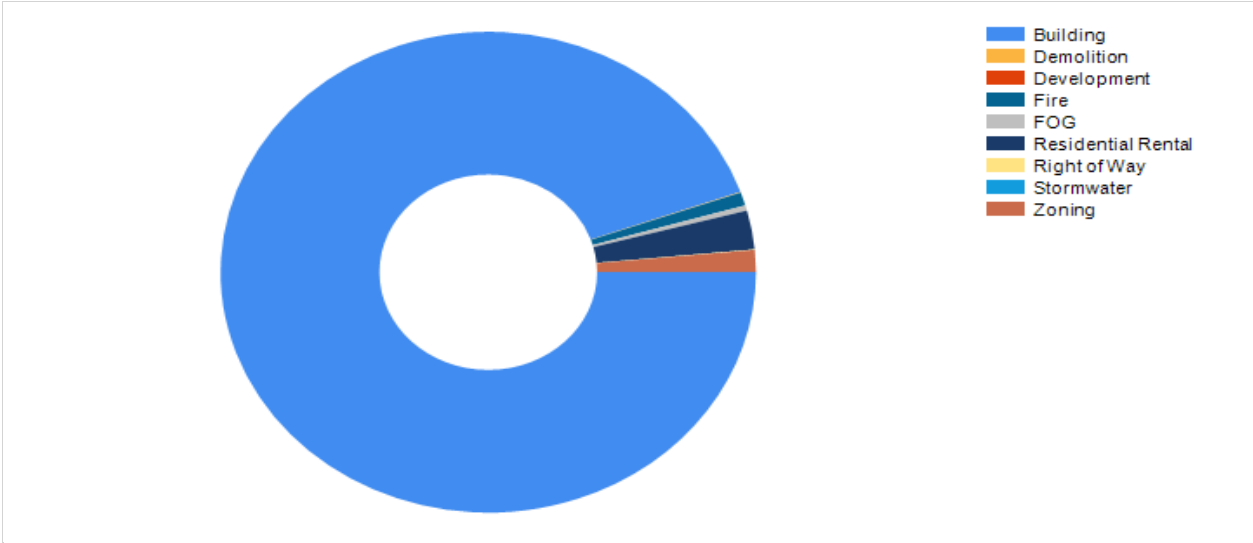


# Permit Type Report

**Permit Date**  
08/01/2024 to 08/31/2024

Description	Fees	Construction Value	Permits
Building	\$52,917.76	\$5,425,260.07	59
Demolition	\$25.00	\$0.00	1
Development	\$0.00	\$50,000.00	1
Fire	\$502.00	\$24,803.36	6
FOG	\$200.00	\$0.00	4
Residential Rental	\$1,462.00	\$490,000.00	9
Right of Way	\$23.50	\$4,000.00	3
Stormwater	\$0.00	\$1,013.68	3
Zoning	\$825.00	\$748,629.40	36
<b>Total</b>	<b>\$55,955.26</b>	<b>\$6,743,706.51</b>	<b>122</b>

Fees Breakdown





## Permit Summary Report Inspection Type

Schedule Date 1/1/2024 TO 12/31/2024

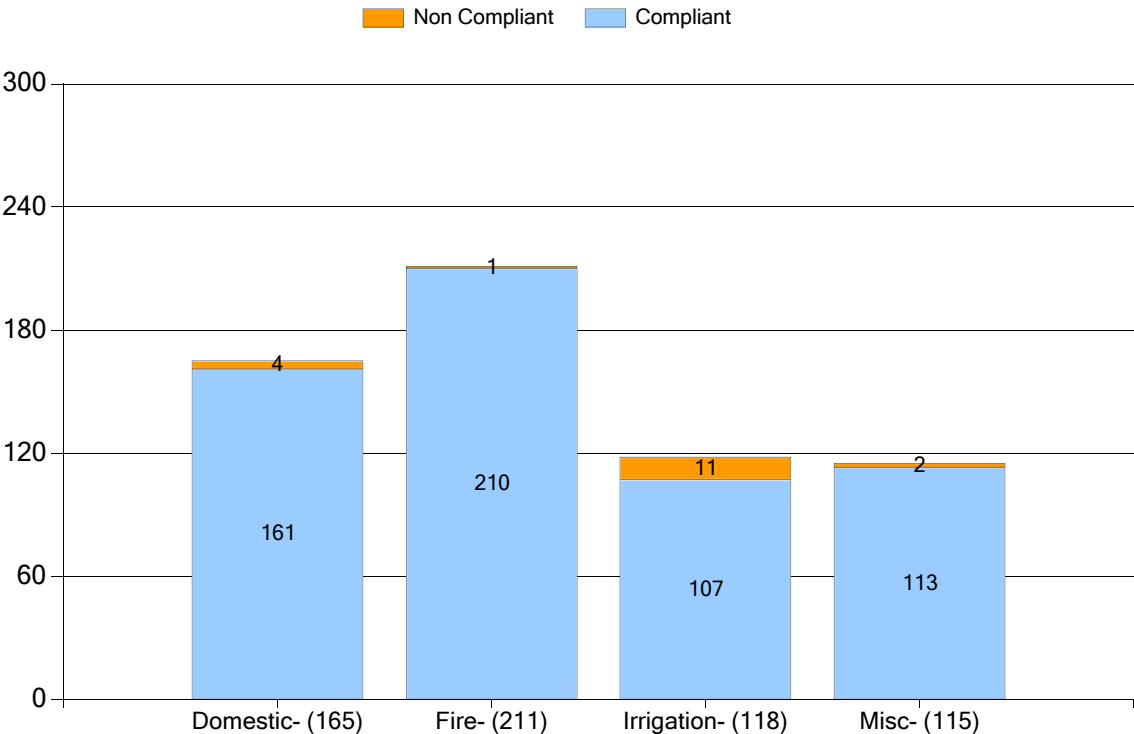
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Row	Total
Inspection request	19	42	46	39	27	47	37	33	5	1	0	0		296
Re-inspection	33	20	35	46	66	42	47	46	2	0	0	0		337
1st SWPPP	0	4	6	7	3	6	9	4	0	0	0	0		39
Above Suspended Ceiling	1	0	0	2	1	3	2	1	0	0	0	0		10
Backflow Preventer	0	0	0	1	0	0	0	1	0	0	0	0		2
Building Sewer	1	0	0	0	1	1	0	0	0	0	0	0		3
Certificate of Occupancy	0	0	0	0	0	0	0	1	0	0	0	0		1
Commercial Final	2	0	1	4	1	3	2	2	1	0	0	0		16
Commercial Rough-In	0	1	4	2	1	1	1	0	0	0	0	0		10
Commercial Water Service	0	2	0	0	0	1	0	1	0	0	0	0		4
Deck, Porch, Sunroom Footings	4	4	7	6	7	16	14	9	0	0	0	0		67
Final	11	14	12	11	10	12	17	14	0	0	0	0		101
Fire - Automatic Sprinkler System	1	5	5	2	10	4	3	5	0	0	0	0		35
Fire - Automatic Sprinkler System - Preconcealment	2	0	1	4	1	0	1	1	0	0	0	0		10
Fire - Compressed Gas Detection	0	0	0	0	0	0	2	1	0	0	0	0		3
Fire - Final Inspection	1	1	0	7	7	3	5	6	0	0	0	0		30
Fire - Fire Alarm Installation	1	0	0	3	5	4	4	4	0	0	0	0		21
Fire - Fire Alarm Installation (Rough-In)	3	0	1	3	1	0	2	1	0	0	0	0		11
Fire - Kitchen Hood Suppression System Installation	0	0	1	0	3	1	2	1	0	0	0	0		8
Fire - Mobile Food Unit	1	0	1	0	0	1	0	0	0	0	0	0		3
Fire - Operational - Temporary Membrane Structures/Tents	0	0	0	0	0	0	1	0	0	0	0	0		1
Fire - Rough In	0	0	0	1	1	0	1	3	0	0	0	0		6
Fire - Vehicle Exhaust Ventilation Equipment	0	0	0	0	0	0	1	0	0	0	0	0		1
Footings/Slabs	0	8	11	9	9	9	8	8	0	0	0	0		62
Foundation Dampproofing	0	3	9	3	3	6	6	2	0	0	0	0		32
Foundation Wall	1	6	10	8	10	5	9	2	0	0	0	0		51
Framing	0	1	0	1	0	0	1	0	0	0	0	0		3
Furnace/AC Replacement	0	0	0	5	4	12	15	5	0	0	0	0		41
Gas service release	16	3	6	9	3	5	12	9	2	0	0	0		65
Grading	1	13	2	9	4	3	8	8	0	0	0	0		48
Meeting	1	0	2	3	2	3	2	3	1	2	0	0		19
Notice of Termination CSR	1	3	10	8	1	3	5	2	0	0	0	0		33
Other	0	1	2	5	2	3	2	0	1	0	0	0		16
Permanent Electric Service Release	9	7	1	22	17	15	18	17	1	0	0	0		107
Plumbing below slab	1	6	15	6	6	11	7	6	0	0	0	0		58
Rental	31	41	12	6	8	0	4	89	100	3	0	1		295
Residential final (New Construction)	8	8	25	13	17	15	12	7	0	0	0	0		105
Residential Photovoltaic (PV) Solar System	2	2	3	0	2	0	0	6	0	0	0	0		15
Residential Rough-in (New Construction)	12	7	0	17	18	9	13	11	1	0	0	0		88
Residential Sewer Service	0	7	20	10	5	6	8	5	0	0	0	0		61
Residential Water Service	0	8	16	10	5	10	8	5	0	0	0	0		62
Rough-in	3	1	1	5	2	5	3	3	1	0	0	0		24
Sanitary Sewers	1	4	0	0	0	0	0	0	0	0	0	0		5
Sidewalk Release	2	3	12	7	2	2	5	2	0	0	0	0		35
Sump Pump Discharge Line	0	5	8	0	10	3	8	12	0	0	0	0		46
Temporary Electric Service	0	3	8	8	8	6	8	6	0	0	0	0		47
Water Heater	0	1	0	0	1	2	5	3	0	0	0	0		12
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	2	20	15	13	17	14	0	0	0	0		107
Zoning Department Acceptance	0	0	0	0	0	0	1	1	0	0	0	0		2
<b>Totals:</b>	<b>182</b>	<b>248</b>	<b>295</b>	<b>322</b>	<b>299</b>	<b>291</b>	<b>336</b>	<b>360</b>	<b>115</b>	<b>6</b>	<b>0</b>	<b>1</b>		<b>2455</b>

# Code Compliance Report

08/01/2024 - 08/31/2024

Case Date	Case #	Complaint	Reporting Code
8/2/2024	20240061	Refuse located on construction site	City Code
8/5/2024	20240062	Past due backflow test	City Code
8/6/2024	20240063	Occupying building with no C.O.	Building Code
8/19/2024	20240064	Past due backflow test	City Code
8/19/2024	20240065	Past due backflow test	City Code
8/21/2024	20240066	Unsafe sidewalk panel, tree trimming	City Code

### Breakdown of Backflow Preventer Compliance



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



To **Mayor and City Council**  
CC **City Administrator Ryan Heiar**  
From **Community Relations Director Nick Bergus**  
Date **Sept. 4, 2024**  
Re **August 2024 Community Relations Staff Report**

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### City Slate

August had 2 events: National Night Out (Aug. 6) and the inaugural Street Dance (Aug. 17). Both were new events this year and exceeded expectations for attendance. Staff did not have September events to prepare for (though is adding an outdoor showing of Inside Out 2 on the City Hall plaza) and took time to brainstorm events for 2025 in advance of our sponsorship conversations that happen every fall. Details about events on the Slate can be found at [northlibertyiowa.org/cityslate](http://northlibertyiowa.org/cityslate).

### Neighborhood Ambassadors

We prepared for the first meeting on the new cohort of Ambassadors, which will introduce them to the Community Center and the staff. We expect 24 residents to go through the new program which will meet five times during the year to learn more about the city with the goal of building a larger network of ambassadors and North Liberty advocates.

### Welcoming Week

Micah is working with county and local stakeholders to build programming for Welcoming Week in September that speaks to both immigrant and non-immigrant communities. We're moving away from Neighbors and Flavors, which has failed to engage immigrant partners as much as we'd like, to a Family Health and Wellness Fair, which will include free samples and food for sale from Rodney's Jamaican Jerk and El Azul, both immigrant-owned.

### Summer Lunch & Fun

In August, we completed the program, the second of Micah's involvement. It served some 5,400 youths during the summer. Overall, the program, now fully incorporated into the city's program offerings, continues to operate smoothly and fill a real and growing need in our community.

## Other Items

Staff volunteered with the 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 local entities, and produced several podcasts for the library in addition to 52317 episodes.

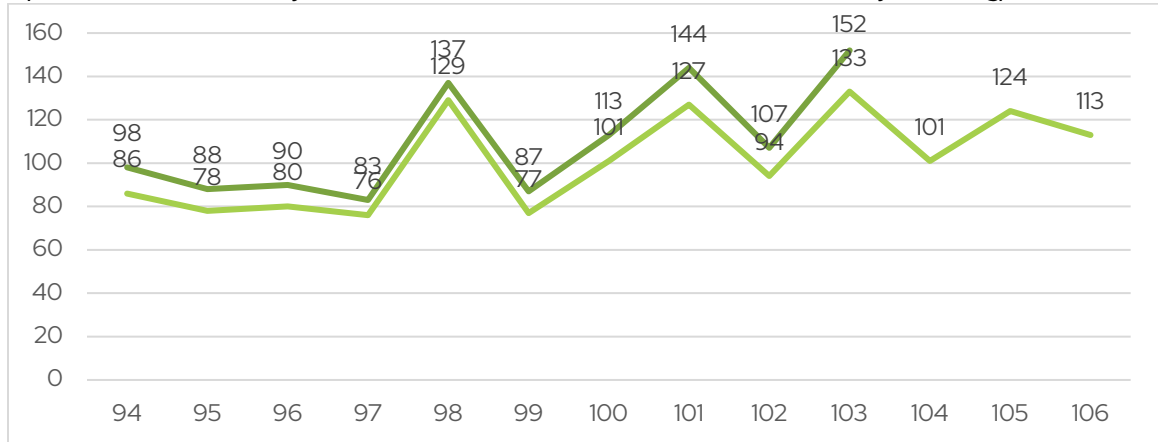
We posted news releases about City Slate events, activity highlights, road projects, emergency services and responses, and more.

## Completed Videos

Title	Requested By	Completed	Duration
<b>Parks &amp; Recreation</b>	Administration	Aug 8	0:53
<b>City Council</b>	Administration	Aug 13	1:20
<b>Library Board of Trustees</b>	Administration	Aug 19	0:22
<b>Eye on: Centennial Park</b>	Community Relations	Aug 26	0:04
<b>City Council</b>	Administration	Aug 27	1:01
<b>Total completed productions: 5</b>	<b>Duration of new video: 3.7 hours</b>		

## 52317 Podcast

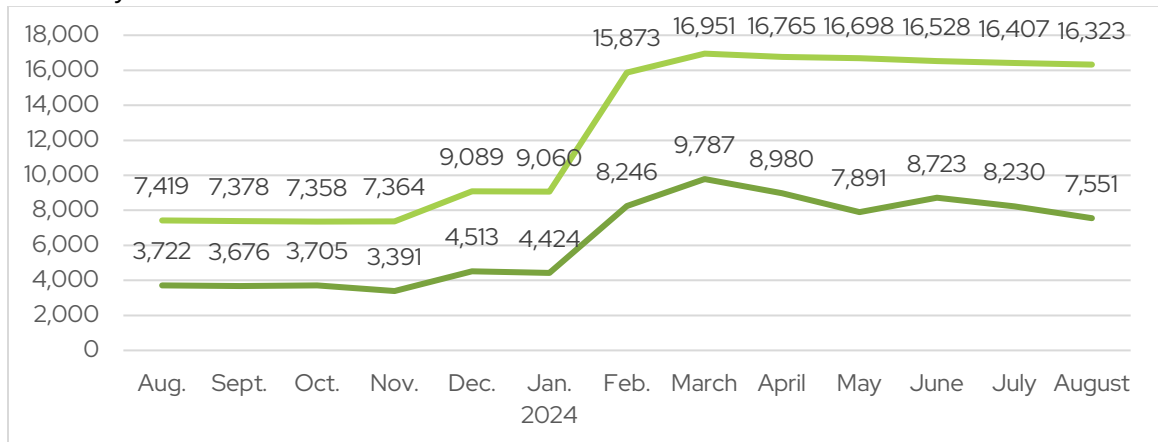
Episodes release every three weeks and can be found at [northlibertyiowa.org/52317](http://northlibertyiowa.org/52317).



**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

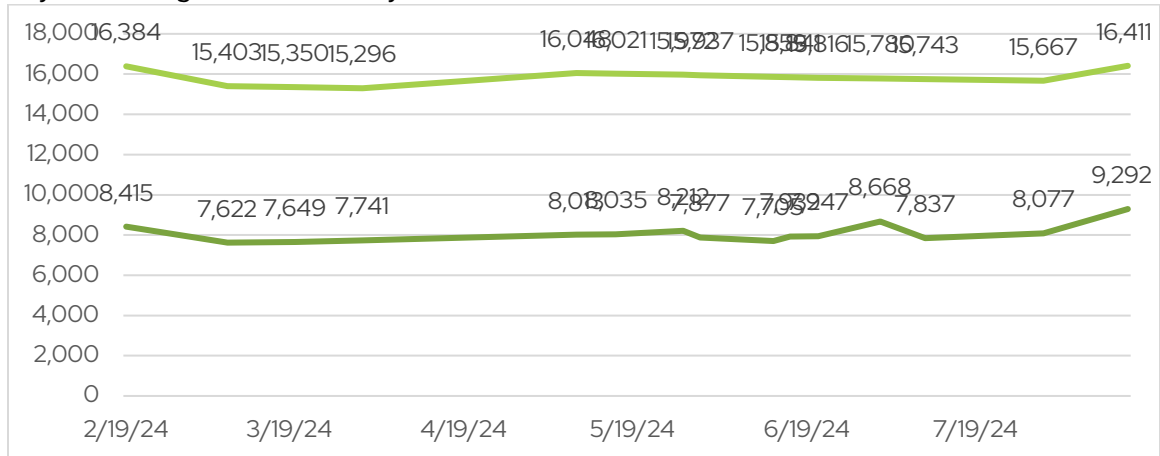
These emails offer news and updates in a friendly, approachable way on the first Thursday of each month.



**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
August	110	37,807	3,471	6,935
July	108	75,615	3,462	6,851
June	128	69,922	3,425	6,762
May	125	74,483	3,394	6,708
April	89	84,900	3,368	6,665
March	130	56,333	3,341	6,579
Feb	102	72,100	3,313	6,498
Jan 2024	107	46,047	3,273	6,413
Dec	69	43,961	3,235	6,339
Nov	122	59,918	3,209	6,289
Oct	105	63,718	3,182	6,206
Sept	112	82,206	3,145	6,151
Aug	78	94,400	3,129	6,087

**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.





# NORTH LIBERTY FIRE DEPARTMENT

## Goal Setting for 2024-2026



# Forward - Fire Chief Brian Platz

I am pleased to present the North Liberty Fire Department 2024 to 2026 Goal Setting document. The contents of this document are the culmination of many ideas and months of work. External stakeholders, citizens and business partners, shared with us their thoughts and expectations. Internal stakeholders considered this valuable input, articulated who we are, and started to chart a course for our immediate future. Department members also evaluated the organization's core programs and associated support services. An environmental scan was then conducted which uncovered both external and internal factors that may impact the long-term viability of our organization. These processes were linked together to uncover performance gaps and determine where we need to concentrate efforts related to formalizing new goals.



The North Liberty Fire Department is ever adjusting and holds high the concept of continuous improvement. In doing so, we will connect the current version of our organization to what we believe we need to look like in order to meet the communities expectations. Along the way, goals included in this document will help us navigate that path.

My thanks to all those involved to include survey participants (community) and the members of the department. Additionally, my thanks to city administration and city council for their support in this endeavor.

We are committed an ongoing review of our goals to ensure that the organization is moving forward and adjusting appropriately. This will be formalized through command staff meetings and documented by using a tracking guide. Its my hope that this plan will be accepted by both the community as well as elected officials.

I have total faith that this organization will embrace the direction and effort put forth in order to create the next version of the North Liberty Fire Department.

*The achievements of an organization are the results of the combined effort of each individual. - Vince Lombardi*

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## Acknowledgements:

Thank you to those that were gracious with their time and input to produce this product. Internal stakeholders that participated during the goal setting session are as follows.

FF Ben Campbell	FF Thad Williams	FF Brianna Roose
Lt. Luke Roose	Lt. Richard Reasner	Lt. Joshua Holley
Capt. Tina Humston	Capt. Jonathon Lundquist	Assistant Chief Chris Kochanny
Assistant Chief Bryan Hardin	Assistant Chief Bill Schmooke	Fire Chief Brian Platz

The department administration would also like to thank those community and business members that participated in this process via the community expectation survey. This investment in your fire department is appreciated.

Population of the Fire District

25,126

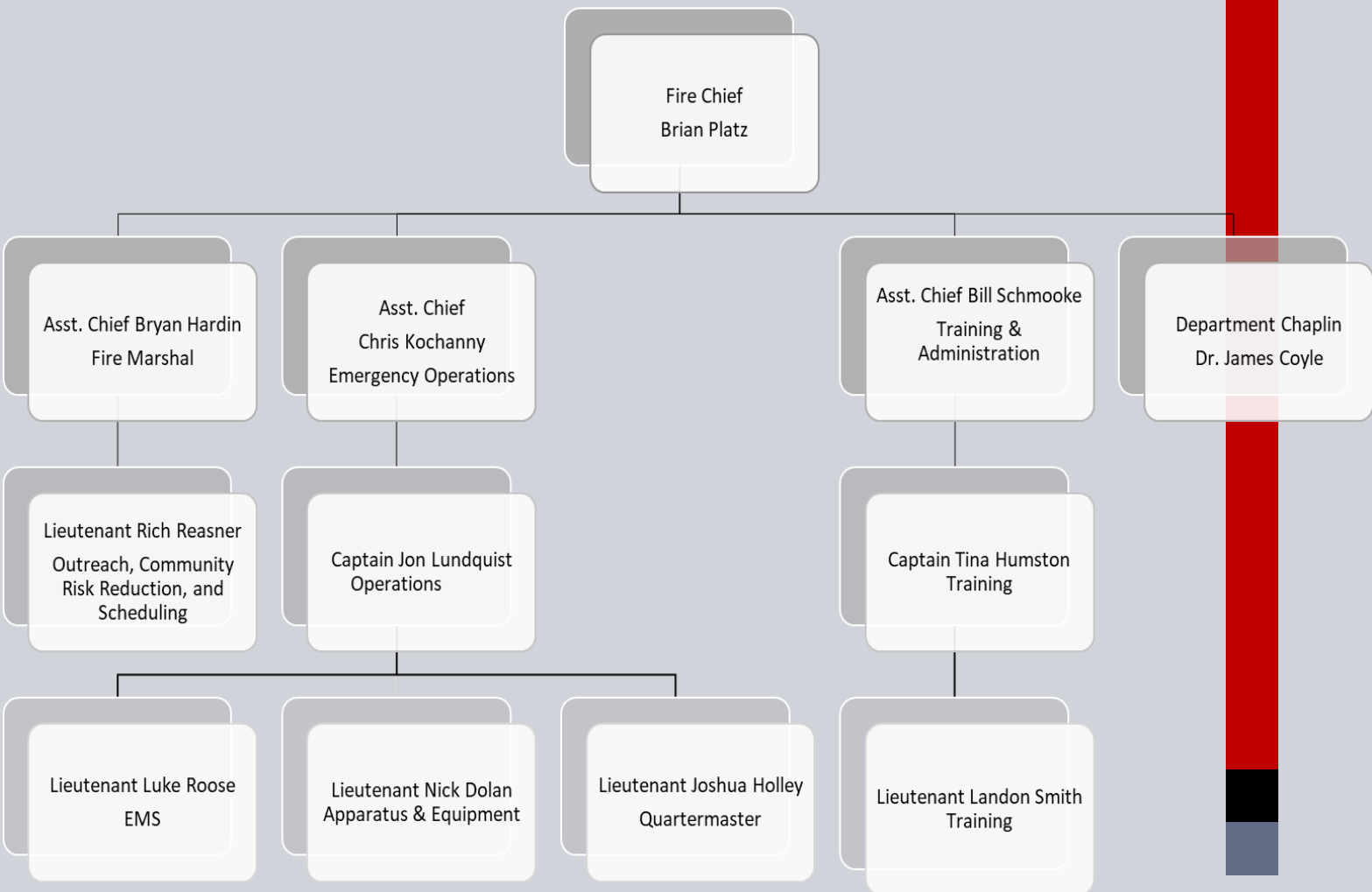
1688

Annual Calls for Service

## Goal Setting Process:

The undertaking of this process started with a survey to the community. Residents and community connected partners could participate in the survey via social media. Nine questions were asked with 180 responses garnered. This input fed into a two session internal stakeholder review that uncovered recent accomplishments, performed an environmental scan (internal and external), created potential goal ideas, and a voting process that unveiled priorities. On the pages that display our new goals, the vote column contains the number of votes received by internal stakeholders. The higher the number, the more votes it received. These became our priority goals.

# Organizational Chart



\* In addition to the above leadership positions, 18 part time firefighters, 17 paid per call firefighters, and 5 EMS responders make up the North Liberty Fire Department.



## Our Evolving Story

The North Liberty Fire Department (NLFD) provides fire suppression, emergency medical services (non-transport), rescue, hazardous materials mitigation, loss prevention (code enforcement & public education) and emergency preparedness within the city limits of North Liberty as well as Penn and Madison Townships. The response district consists of roughly 56 square miles with a population, including the two townships, of just over 25,000 residents. The North Liberty area is one of the fastest growing areas in the state. Its proximity to the University of Iowa and its location between two larger metro areas makes it an attractive place to live, work, and relax.

The department is classified as a combination fire department. The NLFD is comprised of a full time fire chief, two part-time assistant chiefs, and a paid per call assistant chief. To round out the officer core, a full-time training captain, a paid per call operations captain, three full time operations lieutenants, a paid per call training lieutenant, and a paid per call equipment lieutenant. The department is also comprised of 18 part time firefighters and 17 paid per call firefighters. Paid per call members are compensated per incident. They are currently required to attend monthly training sessions and indicate their availability to respond to calls.

Call volume continues to hover around 1,700 annually. In 2023, the department responded to 1688 calls for service, making it the second busiest fire department in the county. First responder or EMS calls attributed to the majority of responses at 64%. The second most responded to type was the category of “good intent”. This category includes responses such as cancellations, controlled burning, smoke scare, etc. The “cancelled” category equates to 142 calls throughout 2023. Actual fires totaled 86 in the year 2023. Just over 5% of our call volume.

The NLFD is currently rated a class 04/4Y fire department by the Insurance Services Organization (ISO). ISO is an insurance industry risk advisory body which helps carriers set appropriate premiums. To accomplish this, the ISO conducts evaluations of municipal fire protection efforts as well as water and communications systems. While the NLFD gained points following the 2023 review, we remained a class 4. According to ISO, of the roughly 37,730 fire departments rated by ISO, only 13,514 departments across the United States had a rating of 4 or better. Of the 1,493 fire departments rated by ISO in Iowa, only 228 departments had a rating of 4 or better.

As evident by this goal setting process, the department has adopted a continual improvement mindset. In addition to striving for improved ISO ratings, the NLFD works to comply with OSHA regulations as well as professional standards. The NLFD holds high the importance of respiratory protection and firefighter safety. The National Fire Protection Association (NFPA) authors the prevalent industry best practice standards. Current fire response vehicles are designed to comply with NFPA 1901, turnout gear is specified and purchased to comply with NFPA 1851, and NFPA 1720 is the cornerstone for the deployment of personnel and resources.

## Our Evolving Story (continued)

The NLFD participates within the Johnson County Mutual Aid Association's Mutual Aid Box Alarm System (MABAS). This system provides for each fire department to carve their fire districts up into "boxes" and then preplan responses within them. Each box will have up to five alarms and resources from neighboring departments will be assigned to an appropriate alarm depending on their location. The NLFD has an automatic aid agreements with fire departments in Solon, Coralville, Iowa City, Tiffin, and Swisher. In the event a building fire occurs within certain areas of the response district, multiple departments are sent automatically.

A priority of the fire service is the ability to respond quickly, with highly trained responders. The external stakeholder information specific to this goal setting process indicates that our citizens expect a fast response from their fire department. An expedient response time is important as an active fire can double every minute. Also, brain death occurs within six minutes of cardiac arrest, which translates to the importance of every minute during an emergency response.

This tenet can be a daunting proposition with a combination staff in a rapidly developing community. Total response times are divided up into three elements; call processing time, turnout time, and travel time. Call processing elements are outside the control of the NLFD and fall under the responsibility of the Johnson County Emergency Communications Center. Turnout and travel times however, are impacted by the actions of the fire department. Over the past six years, the department has embraced measures to reduce turnout times. Included are scheduling personnel in the station, building dorm rooms for overnight staffing, the creation of a part time program, the hiring of three full time fire lieutenants, the use of count up clocks and fire station alerting, and promoting the notion of moving with purpose. The average turnout time has gone from 5:19 in 2017 to 1:44 in 2023. It can't be overstated that this is an average, with half of the times better and half of the times worse. Due to the desire to measure a complete response picture, the fire service looks at response times at the 90<sup>th</sup> percentile. In other words, a figure at the 90<sup>th</sup> percentile means that 90 percent of the responses are better than the figure provided. Considering this, in 2017, the 90<sup>th</sup> percentile turnout time for the department was 9:54. In 2023, this number when down to 3:11. Adjustments within the department are proving to be impactful and making a difference in service delivery. In basic terms, it allows us to start CPR sooner or get water on the seat of a fire in a much quicker timeframe.

Combining turnout time, travel time, as well as call processing time, starts to paint the picture of ongoing improvement. The department will be considering these elements as it adjusts in the years to come. We still have work to do...

# Recent Accomplishments



Preplan data through First Due  
Blue Beam Software for Site Plans  
Revised Prairie Burning Ordinance  
Increased Training Hours  
Weekly Fire Training  
Full Time Lieutenants  
Part Time Staffing Program  
Grain Bin Rescue Equipment  
Handling an Increased Call Volume

Experienced, Full Time Training Captain  
Contemporary Training Facilities  
Various Training Props  
Evaluating Competency  
Firehouse Coffee Program  
New 411, 413, & 416  
New Rapid Deployment Craft  
Unisex Bathrooms  
Signage - Interior and Exterior

Decreasing Response Times  
Missing Less Calls  
Successful Baby Delivery & Ice Rescue  
Workout Room Floor  
Multiple SAFER Grants  
Mistakes without Judgement  
Part Time Investigator  
Shift in Culture  
Shift in Reputation  
Flexible Scheduling of Shift Assignments  
Website Submittal Form  
New Patch

New Garage Doors  
Acquired Land for West Side Station  
SCBA Fill Station  
Automatic Aid Agreements  
Lt. Reasner - Youth Fire Setting  
Family Atmosphere  
Mentorship  
Recruitment Process  
Funding - Budget Increase  
Diversity  
First Due RMS  
Shared Guidelines with Neighbors



## External Stakeholder Input

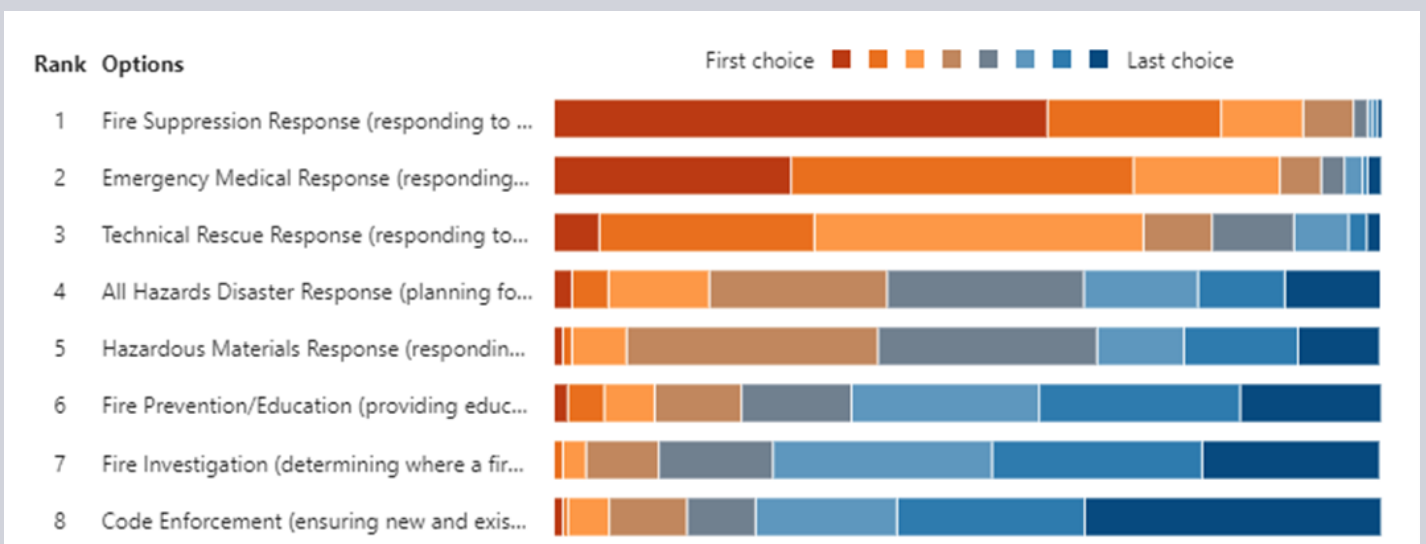
The department is committed to its community in terms of providing services and ensuring satisfaction. In the fall of 2023, a survey was distributed via social media in an effort to garner feedback from our community stakeholders. The target of the survey was both citizens and business owners. The feedback provided a window into the expectations of the department as well as how the department is viewed. The survey concentrated on services offered, priorities, concerns related to the department, strengths of the department, weakness or opportunities for improvement, and any other comments that should be considered.

The survey was offered for two weeks and garnered 180 responses. Of those responses, 90% were citizens. The remainder were a combination of business owners, community organizations, public safety representatives, medical/healthcare representatives, education representatives, and city workforce. Those that responded fell into the following age categories:

- 18-29 10.5%
- 30-39 24.5%
- 40-49 27.7%
- 50-59 10.5%
- 60-69 13.4%
- >70 13.4%

### Services Offered:

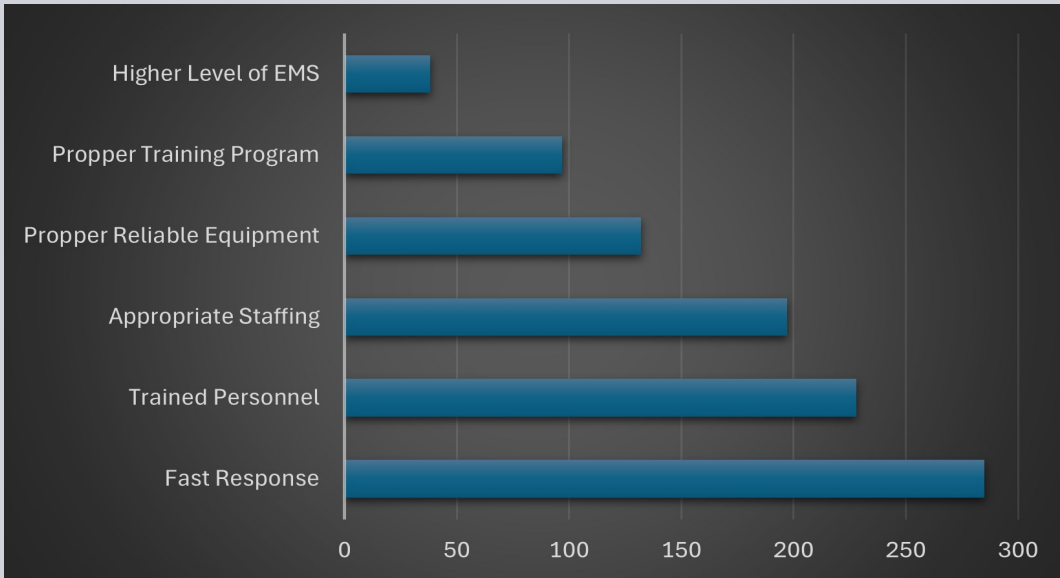
In order to dedicate time, energy, and resources on services most desired by the community, the NLFD needs to understand what the citizens consider to be their priorities. The external stakeholders were asked to prioritize the programs offered by the department through a process of direct comparison.



## External Stakeholder Input

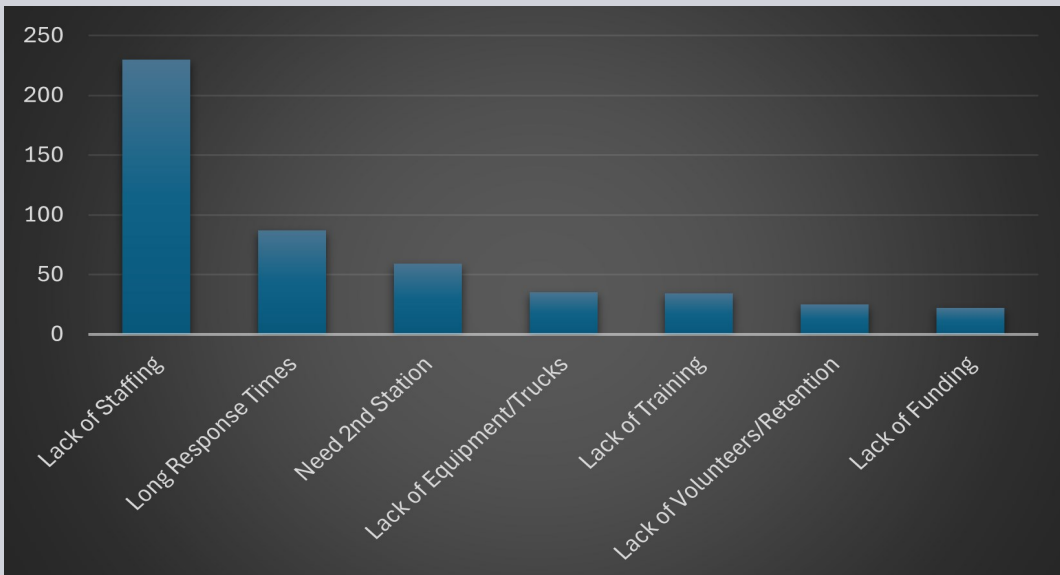
### Community Expectations:

Having explicit knowledge of what the community expects of its fire department is critically important to developing a long-range perspective. With this knowledge, internal emphasis may need to be changed or bolstered to fulfill the community needs. Following are the expectations of the community's external stakeholders:



### Area of Community Concern:

A community driven goal setting process would be incomplete without an expression from the community regarding concerns about the department. Some areas of concern may in fact be a weakness within the delivery system, while some weaknesses may also be misperceptions based upon a lack of information or incorrect information.



## Environmental Scan - Internal

Gaining a well-rounded understanding of the organization's external and internal environment is the first step in the risk management process. Risk refers to the effect of uncertainty on objectives and outcomes at different levels of the organization. A major source of uncertainty is change to the environment in which an organization operates.

The environment is constantly changing; environmental scanning will help identify changes in terms of events, issues, trends, and deviations from the norm. Knowing the environment and the direction of current and future shifts will help identify and understand possible drivers and sources of risk that could affect the achievement of goals. Factors in the internal scan could occur at the international, national, regional, or local levels. Generally, the internal environment consists of issues related to financial management, human resources, information technology, governance, business processes, and organizational culture.

### ***Identified Internal Concerns:***

- Filling paid per call and part time gaps.
- Backfilling the station with paid per call for subsequent calls.
- Turnover due to Overuse of paid per call members.
- Physical space/the logistics of moving rigs to deploy resources.
- Program area management as it relates to project movement.
- Overall department communication breakdown.
- Fire chief division of labor - full plate.
- Catching up with other city departments as it relates to appropriate staffing.
- Member burnout due to increased calls and lack of staffing.
- The inability to perform routine or annual fire inspections - lack of time.

## Environmental Scan - External

Generally, the external environment consists of issues related to political, economic, socio-cultural, technological, legal, and environmental.

### *Identified External Concerns:*

- State legislative action that affects municipal budgets.
- The removal of home rule as it relates to the fire code.
- Declining volunteerism within the fire service.
- OSHA emergency responder restrictions.
- Property tax relationship with the FD budget.
- Cost and lead time of new apparatus and equipment.
- The cost of living within the fire district.
- Providing EMS to townships for free - this service is supplemented by the municipal budget.
- Johnson County Ambulance Service staffing and response times.
- EMS scope of practice restrictions.
- Recent staffing reduction of the North Liberty Police Department.
- Contractor unfamiliarity of fire code or permit process.
- Aging populations and resources for their care.
- Limited ability of our dispatch CAD.
- Expanding building stock that will impact service delivery in regards to aerial and technical rescue needs.

# Strategic Categories

Having reviewed the agency's critical issues and service gaps, the following strategic categories were identified to guide the agency in establishing goals and objectives.

Emergency Operations	Training	Code Enforcement
Public Education & Community Outreach	Physical Resources	Other



## Goals

Our prior Community-Driven Strategic Planning Process (2018) allowed us to originally establish our Mission, Values, Motto, and Vision. The current process allowed us to fine tune a shorter term goal setting for the next two years. In order to achieve the mission of the NLFD, realistic goals must be established to enhance strengths, address identified weaknesses, provide individual members with clear direction, and address the concerns of the community.

Leadership of the NLFD will establish work groups to meet periodically to review progress toward these goals and objectives and adjust timelines as needs and the environment change. Goals and objectives are management tools. They should be updated on an on-going basis to identify what has been accomplished and to note changes within the organization and community. The attainment of a performance target should be recognized and celebrated to provide a sense of organizational accomplishment.

The goals should now become the focus of the efforts of the agency. By following these goals carefully, the agency can be directed into its desired future while having reduced the obstacles and distractions along the way.

The following pages detail the priority goals for the 2024 to 2026 continuous improvement period.

# TRAINING

## VOTES

- 7 Create an **incident management** training program that includes contemporary content and a frequency component.
- 4 Create six firefighter **competencies**.
- 0 Create a **rookie** task book.
- 4 Discuss how to best improve **preparedness** for technical rescue incidents.
- 4 Discuss the feasibility of two **rookie classes** per year.
- 3 Create a schedule that includes **multi-agency training** in rope rescue, ice rescue, building fires, & high hazards.
- 0 Continue **hosting** training at NLFD facilities for the benefit of area firefighters.

# PUBLIC EDUCATION & OUTREACH

- 2 Create **curriculum** related to prevention as opposed to awareness.
- 1 Develop a relationship with the high school for a **cadet program**.
- 0 Create a video for social media on steps related to resolving a **beeping smoke detector**.
- 0 Establish an **observer** program to include a policy.
- 0 Evaluate programming for our **aging population** facilities.
- 0 Create a **smoke detector** replacement/battery program with policy.

# EMERGENCY OPERATIONS

## VOTES

8	Increase <b>staffing</b> to always have 3 responders, not including administration, at the station, 24/7.
7	Create an SOG that directs <b>seat and arrival assignments</b> .
7	Purchase an appropriate <b>ladder truck</b> for this sized community.
6	Increase <b>technical rescue</b> capability.
4	Discuss the use of <b>vertical ventilation</b> as a more common tactic.
3	Create a formal part time <b>onboarding</b> process.
2	Create an <b>operations manual</b> .
2	Discuss the feasibility of moving to an <b>advanced EMT</b> level service.
2	Increase <b>rope rescue capability</b> and equipment for low angle scenarios. Align with JMFD and SFD.
2	Increase <b>building fire response</b> , on average, to 6+ NLFM members.
1	Evaluate the <b>part time response model</b> related to call backs.
1	Create a <b>staffing plan</b> for future west side fire station.
1	Discuss adding another member to assist with <b>EMS administration</b> .
0	Discuss <b>communications improvements</b> related to change in call type or truck/equipment changes.
0	<b>Increase staffing</b> in the areas of EMS responders, part time, and full time.
0	Develop a more formal <b>drone</b> training program for FD drone pilots.
0	Develop a fire response <b>preplanning</b> program.

# CODE ENFORCEMENT

## VOTES

- 1 Evaluate options to assist fire marshal with **inspection duties**.
- 0 Fire Marshal to pursue **Fire Marshal Credentialing** through CPSE.
- 0 **Fire Investigation** for Company Officers course for lieutenants.
- 0 **Interagency** fire investigation approach—NLPD.
- 0 Fire Marshal to attend an **interrogation course** related to fire investigations.
- 0 Create a **nuisance alarm ordinance**.

# PHYSICAL RESOURCES

- 7 Create design/improvement ideas for **new/remodeled station 1**.
- 6 Replace an **aging ladder truck**.
- 3 Create a **truck inventory program** that includes assignments and frequency.
- 2 Adjust **apparatus needs/replacement** schedule in consideration of current costs and build times.
- 1 Create the specifications for a **heavy rescue truck**.
- 0 Start investing in **traffic preemption**, starting with the Cherry/Ranshaw intersection.
- 0 Evaluate and adjust the **station duties** policy.



# RISK ASSESSMENT

## VOTES

0 Determine the best tool to conduct a contemporary, all encompassing **risk assessment** for the city of North Liberty.

## OTHER...

- 4 Evaluate the need and options for **administrative assistance**.
- 1 Create or expand the **pass off information** process.
- 0 Create a formal **peer support** program.
- 0 Create a **wellness/fitness** program.
- 0 Engage paid per call members to be **actively engaged** in the department even if they are not at the station or on shift. To include monitoring the pager, IAR, and email.
- 0 Evaluate opportunities to **retain** paid per call members.
- 0 Retool the **quality check** process for all incident reporting.





NORTH LIBERTY FIRE DEPARTMENT GOAL SETTING 2024-2026



TO: Ryan Heiar, City Administrator and City Council  
FROM: Jennifer Jordebek, Assistant Library Director  
DATE: September 5, 2024  
SUBJECT: Monthly Library Report

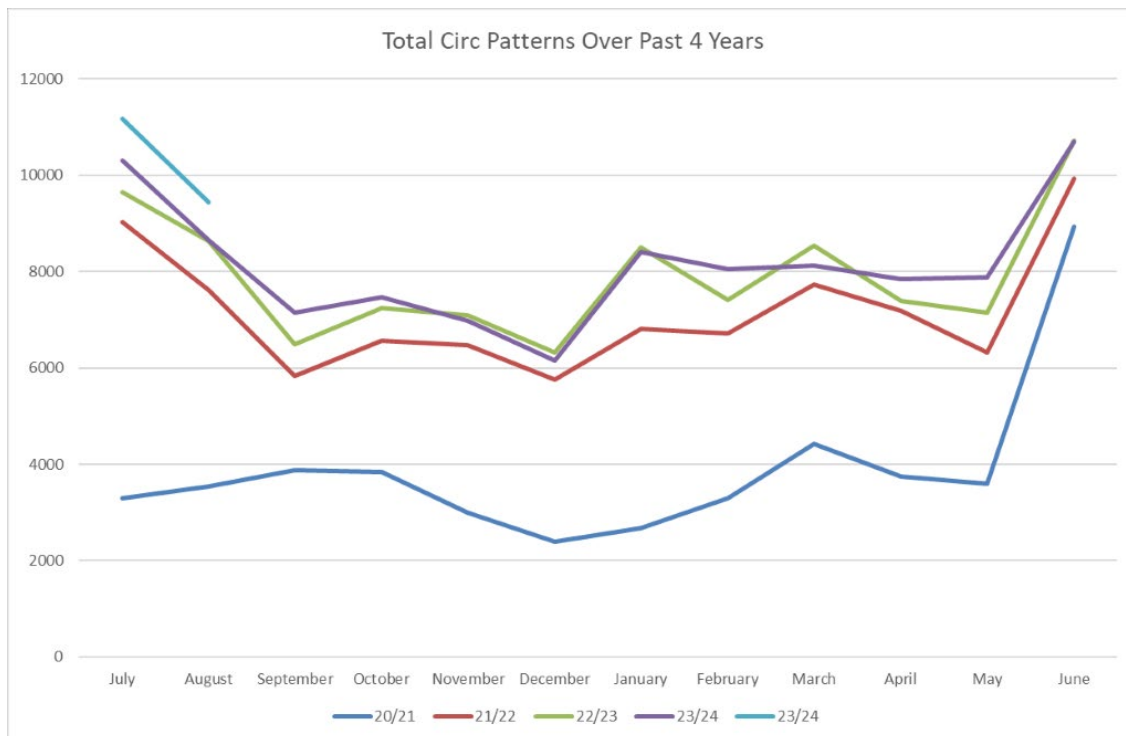
## Library News

This summer, the library provided a variety of opportunities, both inside and outside the library, for our community to experience exactly what our mission, “*A place to be, connect, enrich, create, thrive,*” strives to achieve.

The North Liberty Summer Lunch & Fun (SL&F) program was available weekdays from June 10 - August 16, a total of 49 days. We provided 5,532 meals to North Liberty youth aged 18 and younger, which was an average of 113 kids served per day. SL&F wouldn't be the success that it is each year without the support of numerous community partners who donated financially, provided meals, volunteered to serve those meals or offered a variety of activities for youth to enjoy.

“Read. Return. Repeat.” was the Summer Reading Program theme and our patrons did exactly that. Below are some statistics to illustrate this point:

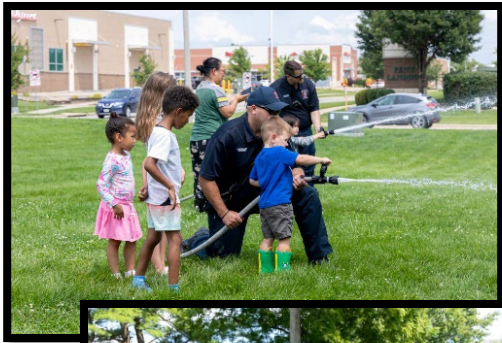
- 706 people registered and 443 people completed the program, a 63% completion rate
- 345,601 minutes or 5,760 hours were read over 240 days
- 2,144 activities were completed, 2,308 badges were earned, and 57 reviews of materials were submitted
- School age kids had 211 completions, up over 26% from 2023
- Adult registrations increased 13% and minutes read was up 11% from last year
- 4,600 people attended 184 youth programs
- 19 youth volunteers worked 211.5 hours
- 374 snacks were provided to youth in August alone
- The graph below illustrates the total circulation of physical materials from the library and shows that we're above where we have been at this point over the past four years



Even with the busy summer, staff have been working hard to develop and provide a wonderful slate of programs and activities this fall. A few of those include:

- Library Card Sign up Month in September
- National Voter Registration Day program
- Costume Closet which is a free costume giveaway from gently used donations
- The Good Neighbor Book Club will discuss "*The Righteous Mind*" by Jonathan Haidt. This book club focuses on looking at how to forge connections across political and ideological divides through the lens of the book being discussed. It's run through a joint effort of the Neighborhood Ambassadors program and the library. Registration is available at: <https://northliberty-ia.whofi.com/calendar/event/5287008?method=embed>
- Youth Impact Initiative: Basics Skills Series that aims to give teens and tweens critical tools and information to be engaged and contributing members of our community

Scroll down for additional highlights.



NLFD  
Volunteers  
and  
Youth  
at the  
SL&F program



Outreach program  
Nature Suncatcher creations



55+ Connections:  
Tuesday Gathering program -  
building Lego sculptures

Teen Fire Coaster Program



JOI Ice Cream Social



Thank you cards for all who  
donated to the SL&F program



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

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

Date **Sept 4, 2024**

Re **Monthly Report**

---

We performed various building maintenance tasks as needed this month. We painted the door on the concessions/restroom facility at Penn Meadows Park.

We maintained equipment as needed this month, performing preventative maintenance and repairing ball field maintenance, mowing, trimming, and landscaping equipment.

We continue to pick up park/trail trash receptacles and pet waste stations as needed this month. Usage remains high due to residents getting out and utilizing our parks system.

Our sports field maintenance team continues to provide weekly field maintenance. Fall soccer has begun so in preparation, Parks staff set up our soccer fields and painted field marker lines.

We continue to mow and trim our parks and grounds. Mowing and trimming has been a challenge due to all the moisture we have received this past month.

We aerated the outdoor pool grass beach area to alleviate soil compaction.

Our landscaping crew has been very busy maintaining landscaping areas this past month. We continue to monitor all new plants and trees daily for moisture content and plant health.

Our forestry crew continues to remove dead and declining trees. The big brush pile where we take all our tree debris is in the process of being turned into wood mulch by a contractor that specializes in tree and brush processing.

The Fox Run Trail Improvements Project is nearing completion. The new playground has been installed and all that remains is installing the pour in place rubber surfacing. Park staff graded the entire area around the new trail and playground in preparation of turfgrass seeding.

The new outdoor basketball court at Penn Meadows Park has been finished. Park staff installed the goals & hoops, benches and graded and seeded the area. This project went very well.

We closed the Penn Meadows Park north playground and splash pad during the month of August. Both the playground and splash pad received a new pour in place rubber surfacing. The Parks Department spent most of the month preparing the area. We dug out the old wood mulch surface, installed drainage tile, and added 320 tons of compacted rock to prepare for the new surface.

We repaired one of the rock-climbing boulders at Centennial Park due to vandalism.

I attended multiple meetings with Shive Hattery this past month. The Fox Run Park Improvement Project and Centennial Park events Center progress meeting.



Landscaping maintenance. Tree removals.



Tree Removals and tree & brush mulch processing.



Fox Run Park new playground installation.



Fox Run Park new playground installation & grading.



New basketball court at Penn Meadows Park.



New hoops and park benches installed at Penn Meadows Park.





Grading and seeding at the new basketball court.



Park staff preparing the Penn Meadows playground and splash pad for a new surface.



Park staff installing new ADS drainage tile and compacted rock base Penn Meadows Park.



Park staff removing the old splash surface and expanding the splash pad with concrete.



New surface on the Splash pad and Playground.



Rock boulder repair at Centennial Park due to vandals.



Penn Meadows Park old playground removal.



Fox Run Park Improvement Project. New concrete trail and playground area.



# North Liberty Police Monthly Report August 2024

## Training:

- One officer attended training on unmanned aerial vehicles (UAV) training for indoor search and rescue (8 hours)
- The two SERT members attended monthly training (24 hours)
- Four staff members attended the CCA School Shooting Training/ Response/Exercise with multiple responders. (12 hours)
- Our new Animal Control Officer, Austn Schoening, started and is learning the systems and procedures of the town. He has been training this month with other departments and Cedar Valley Humane Society. Our animal calls have doubled with his work and follow-up on the calls.
- Two new recruits, Jacob Boevers and Noah Conard, were hired. Conard is attending the Hawkeye Regional Academy in Waterloo, and Boevers is attending the Iowa Law Enforcement Academy in Johnston.
- Command staff members completed the first round of software management training for the Flock camera. (3 hours)
- The Command staff and leaders from both the Sergeant and Officer Unions, completed 2 hours of Labor Management Committee (LMC) training with Federal Mediator, James Tuecke (20 hours)
- Chief Attended a 4 hour online Active Shooter Management Course and Rescue Task Force.
- Lt Ross attended an online cutting-edge technology Summit from Daigle Law Firm. Topics included practice in law enforcement tech, effective strategies, and solutions to revolutionize policing in the digital age, and were presented by experts in the fields. (16 hours)
- Officers completed a 2 hour online First Amendment Auditors and Sovereign Citizens training on Target Solutions (38 hours)

Traffic Contacts	83
Parking Contacts	18
Vehicle Inspections	1
Vehicle Unlocks	19
Crash Investigations	23
Public Assists	243
Assist other Agency	129
Crimes Against Persons Report	8
Crimes Against Property Report	26
Other Reports	28
Arrests	17
Warrants	2
Alcohol/Narcotics Charges	12
Crimes Against Persons Charges	4
Crimes Against Property Charges	4
Other Charges	16
Animal Calls	86
Total Calls for Service	1547
<b>*Total Calls for Service for the year</b>	<b>13776</b>

## Public Relations:

- Members of the department hosted the National Night Out event at Penn Meadows Park as part of the City's Summer Slate events. The free event was coordinated by Officer Jordan Gallagher and participants included the NL FD, Johnson County EMA, JC Ambulance Service, Midwest One, Urban Acres, and the Community Violence Intervention Project. Food was graciously provided by the NL Optimists. Fun was had by all and we estimate that between 600-700 individuals stopped out.



- Active Shooter drills were requested by Iowa City Community School District, Clear Creek Amana, Heritage Christian School and the City of North Liberty. This took several instructors and multiple days to complete.

One school remains and their training is scheduled for September 4<sup>th</sup>.

- Officers were requested to work school sporting events for both the University of Iowa and Liberty High.
- 4 Officers worked the Street Dance that was put on by the city.
- NLPD hosted a few riders this month who were interested in checking out the department.

### **Equipment:**

- Flock cameras are starting to be installed around town. There will be a total of 12 when they are completed. We are 50% done. These are positioned at the entrance and exits around NL. These cameras are not online yet and will not be used by the Department until all staff has been trained on operation and a written policy in place.
- Still working with the City Hall contractor to get the single lane exit gate functional. A few unforeseen issues have caused a delay getting it up and running.

### **Enforcement/Crime:**

- 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.
- The department would like to remind everyone to make sure to lock their vehicles and garages since there is usually an uptick in thefts and burglaries of unlocked vehicles during the late summer. Over the last month, we saw an increase in unlocked vehicles being entered and property stolen. A resident supplied photo was sent out by the department showing a possible suspect.

### **Department Admin:**

- After turning in his notice, Officer Ben Campbell worked his last day this month. We wish him all the best in his new position.
- Officer Tiffany DeBoer was released from FTO and is on solo patrol.
- Annual Use of Force, Asset Forfeiture annual audit, and CJIS requirements for the PD were completed.
- Chief attended several Command Staff, Supervisor, and One on One meetings with officers and Ryan Heiar.
- Patrol Lieutenant planned for the police response for the first week of school with area assignments, visibility before and after school and a request to stop in during lunch at the High School.
- The Chief also attended the ILEA academy bi-monthly meeting as well as an appeal hearing for two contested appeal cases for decertification and training certificates.
- Jeff Theulen was hired to audit the department's organization and operations and to be a positive change agent moving forward. He is a retired officer from Omaha PD and has an extensive resume. He will be working directly with the Chief for forward progress and rebuilding our culture.
- We have been accepting resumes and have another round of interviews planned for next month.
- Officer Joel Miller was nominated and received a life savings award for multiple rounds of CPR for an incident in March. The individual survived the ordeal and was later released from the hospital. Nice work Officer Miller.

*Submitted on 9/4/2024*



To **Park & Recreation Commission Board Members**  
CC **Mayor, City Council, City Administrator**  
From **Shelly Simpson**  
Date **September 3, 2024**  
Re **Monthly Report – August 2024**

It's the end of August – where did summer go? This month was a busy registration month for Fall programs offered September thru December, 2024. August is a busy time for many (including staff) to take vacations before school begins or sometimes the week of school to get the kinks worked out as kiddos start back to school, activities, and sports. Work began on the Community Center exterior tuckpointing and painting. All Community Center Staff training was held August 30.

**Recdesk Database:**

Reviewing our Recdesk database; we have 15,041 residents (59%) and 10,462 non-residents (41%) totaling 25,503 individuals. Increase of 434 from last month.

**Aqua Programs:**

Aqua classes resumed. Aqua Zumba (13), Arthritis MWF (15), Arthritis T TH (15), totaling 43, plus drop-ins.

Aqua Program/Class revenue totaled \$6,447.00.

**Swim Lessons:**

Summer Swim lessons concluded. Registration for September session began this month.

Revenues totaled \$23,100.00.

**Leagues/Sports:**

Some youth leagues begin this month such as Fall Outdoor Soccer (123), Supreme Flag Football (145) and Supreme Volleyball (147)

Sport/Leagues revenues totaled \$9,795.00.

**Recsters BASP Program:**

Summer Camp & Rec Ramblers concluded this month.

Fall BASP begins August 23 with AM (20) and PM (50) totaling 70 kids.

BASP/Summer Camp revenues this month totaled \$7,365.00

**Classes/Programs:**

Binspire Messy Play Date had (13) participants.

Aerobics Classes: Body Blast (4), Total Body Sculpt (7), Zumba (5), Morning Refresh Yoga (2), Taiji (3), JiuJitsu (2) totaling 23 registered, plus drop-ins.

Connection Luncheons served (138) meals this month; with one date canceled due to city training.

Classes/Programs revenue totaled \$35,848.00.

**Special Events/Programs:**

Special events held this month included Swim Storytime - 8/9; Messy Play Date – 8/10; CR Kernels Game – 8/16; Street Dance – 8/17 and School Year begins 8/23.

**Pools:** This month (August), Season Pool Pass revenues totaled \$3,826; Daily Pool Fees totaled \$35,920; Pool Rentals totaled \$2,212.50, and Concessions revenues totaled \$9,790. Last day of Outdoor Pool was September 1<sup>st</sup>.

**Weight & Exercise Area / Track:**

Weight fee revenues totaled \$11,967.99; Split membership revenues totaled \$5,954.50

We had 3,921 active memberships for the month.

We had 5,017 point of sale transactions for the month.

**Rentals:**

Gymnasium Rental revenues totaled \$1,398.7560; Community Center Rental revenues totaled \$2,725; Shelter rental revenues totaled \$262.50; Field Rental/Tennis Courts revenues totaled \$6,198.50.

**Revenues:**

Revenues for August totaled \$161,708.74.

**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 **September 3, 2024**  
Re **Street Department Staff Monthly Report for August**

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

- Locating of City Utilities (309 job tickets) ongoing
  - a. This is an increase of 3% from August 2023
- Continued animal control services (13 responses to animal issues)
- Cemetery plot locates (3 in total)
- Projects/Meetings
  - a. Street Department Building Project
    - i. Bi-monthly progress meetings continue
    - ii. Finishing up HVAC systems
    - iii. Contractor working on punch list items
  - b. W Penn St Road Project
    - i. Final grading and seeding completed
      - 1. 3-inch rainfall a day after final seeding will require touch up seeding this fall
  - c. 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. Weekly progress meetings
    - ii. Continued signal base footings installed
    - iii. Sidewalk and traffic lanes are getting installed
  - d. Sugar Creek Ln Project
    - i. Temporary access set up for businesses and residents
    - ii. Notifications for all affected businesses and residents
    - iii. 450 feet of road milled and new asphalt installed
    - iv. Project 100% completed
  - e. Street Dance Event
    - i. Transported equipment to and from various governmental agencies
    - ii. Staff set up and removed all traffic and crowd controls necessary for the event
- Training
  - a. Supervisor Water License on-line CEU training
  - b. Active Shooter exercise/training for all staff conducted by Angela McConville and North Liberty Police Department
  - c. Utility locate training for on-call staff with new locate equipment



- Sanitary Sewer
  - a. Inspection of various manhole locations
- Construction plan review of proposed subdivisions and site plans
- Storm Sewer
  - a. Video inspection of Fox Run storm system having drainage issues
    - i. Determined that utility contractor cut through storm pipe causing issue
  - b. Excess water draining from storm pipe exiting at RR tracks and Zeller St
    - i. Staff investigated and discovered residential service water line was leaking over 2 blocks away and getting into the storm sewer system
  - c. Staff repaired numerous storm sewer damaged structures spread around the city
    - i. All locations restored and seeded
  - d. Hydraulic leak into storm system from private business equipment was cleaned up and documented
- Street Repairs
  - a. Hackberry St (storm throat and box repairs)
  - b. Prairie Ridge Ct (storm throat and street curb repairs)
  - c. Harvest St/Prairie St intersection (remove and replace damaged area)
  - d. Sugar Creek Ln (mill and replace 450 feet of asphalt)
  - e. Rachael St (remove and replace damaged area of street over Muddy Creek and sidewalks)
    - i. North side completed and working on the south side
- School preparation
  - a. All 24 LED flashing school speed zone signs were programmed with the various district schedules and age group/locations
  - b. Reviewed and corrected additional signs in all school zone locations
- Sign install and repairs 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. Signal damage from vehicle accident at Ranshaw Way and W Forevergreen Rd
    - i. Working with insurance company for reimbursement repair costs

**Road Projects worked on in August**



**Prairie Ridge Ct repairs**



Harvest St/ Prairie St intersection repairs



**Sugar Creek temporary access**



Sugar Creek Ln repairs



**Rachael St repairs**



Rachael St north side repair. Staff using a pump truck in order to keep 1 lane open.



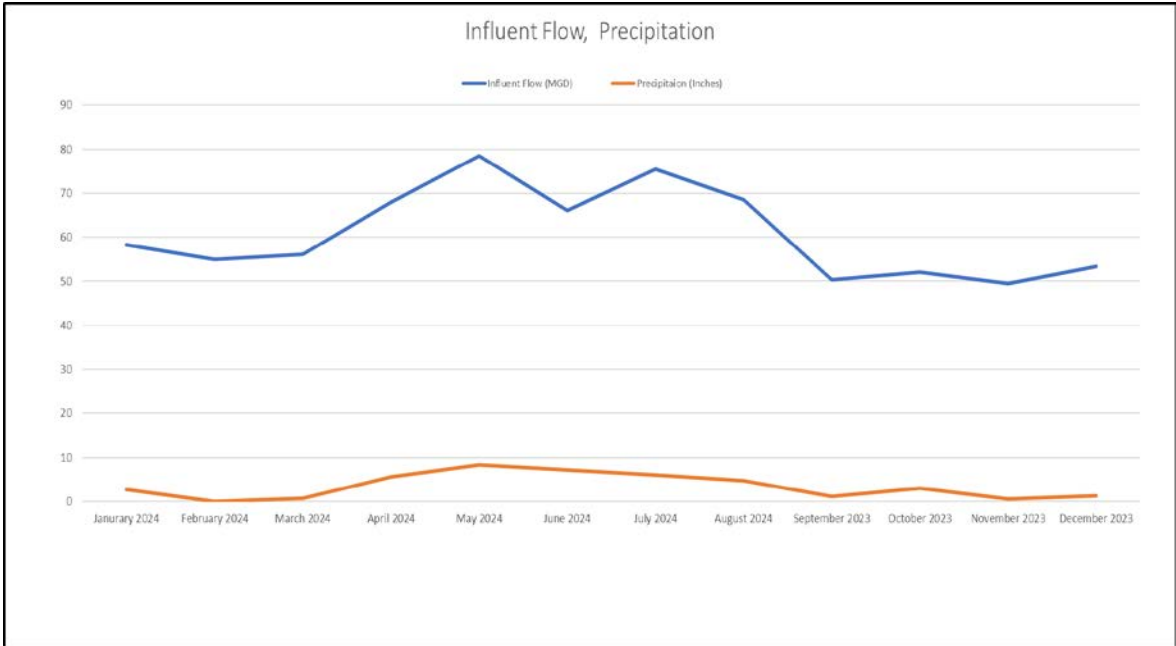
To **City Council, Mayor, and City Administrator**  
From **Drew Lammers**  
Date **Sept. 1, 2024**  
Re **August 2024 Water Pollution Control Plant (WPCP) Report**

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1. All scheduled preventative maintenance at the plant and lift stations was completed. **95 work orders** were completed throughout August. Maintenance staff is currently working ahead approximately 1 month for all scheduled equipment maintenance in preparation for upcoming fall membrane recovery cleans and inspections. Staff replaced piping and valves for 2 fine screen spray wash systems and insulated all plumbing areas to prevent corrosion.
2. This month's staff safety meeting topic was Hearing Protection. Staff completed target solutions training online and reviewed the training topic as a group. WPCP also participated in ALICE training provided by NLPD.
3. Operations and Lab completed all monthly sample results and reports. Monthly Influent Flow Avg. was **2.21 MGD**. **0.86 MG** of solids were wasted from the biological tanks to digesters during August. Biosolids dry storage is full, and we are awaiting early fall crop harvest to open some application land.
4. WPCP struggled with excessive heat issues inside 3 different lift station cabinets. We improvised cooling by opening all cabinet doors and installing fans to circulate air inside. The heat would cause erratic pump controller readings and intermittent alarms. We resolved the issues by relocating electrical transformers outside of the control cabinets for 2 of the stations and installing vents in the 3<sup>rd</sup> cabinet.
5. New rock was applied at several lift stations around all the cabinets, generators, wet wells, and valve vaults. The rock covered areas sprayed for weed prevention and keeps the sites looking nice for the surrounding neighbors.

Drew Lammers - WPCP Superintendent





Replacement valves and pipe insulation on Parkson fine screen spray wash system.



Re-located transformers at West Lake and Aspen Ridge Lift station.





New rock around lift station equipment.



To **North Liberty Mayor and City Council Members**  
CC **City Administrator Ryan Heiar**  
From **Water Superintendent Greg Metternich**  
Date **September 4, 2024**  
Re **Monthly Report – August 2024**

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In the month of August, we treated a total of 46,224,000 gallons of water, our average daily flow was 1,491,000 gallons, and our maximum daily flow was 1,934,000 gallons. The total amount of water used in the distribution system was 1.0% higher than in August 2023.

We have had a busy month with 9,414 accounts read, 58 re-reads, 201 service orders, 212 shut-off notices delivered, 87 shut-offs, 74 re-connects for water service, 8 new meter set inspections, 9-meter change outs, 21 MIU change outs, assisted 39 customers with data logging information, 132 calls for service, and 24 after hour or emergency calls. Our monthly total service work averaged 41 service orders per day.

Well number 5 failed on Saturday August 3<sup>rd</sup>. Northway Well and Pump had the well removed a couple of days later, they replaced the electric motor, rebuilt the pump, did the disinfection process, flushed and bacteria tested the well. The well was back in-service on Tuesday September 3<sup>rd</sup>.

We have officially finished identifying every private service line in the entire water distribution system as required by the EPA, this has been a very lengthy process going through old records, knocking on doors, meeting with property owners, and hydro-excavating service lines. There were no lead service lines identified in the entire system. We are required to submit our inventory to the IDNR by October 16<sup>th</sup>, 2024, we are currently working on converting our data into the spreadsheets the IDNR is requiring everyone to use.

We changed out the last fire hydrant in the oldest part of the distribution system. The system was installed in the late 70's, the last two hydrant change outs had very large trees that had grown within a couple feet of the hydrants. The trees were removed before the work started and the tree roots proved to be very challenging. The last hydrant had fiber optic lines on all four sides of the excavation, it took us two days using our hydro-excavator, chainsaws, and pruning shears to get down to the water main. Attached photos are of the excavation.

Water Superintendent  
Greg Metternich













**Parks & Recreation Commission Meeting Minutes  
August 8, 2024, 7:00pm**

Present: Shelly Simpson, Tim Hamer, Brian Motley, Richard Grugin, Nicholas Arnold, Gwen Johnson, Donglin Chai, Shannon Greene, Kevin Smith

1. Call to Order

2. Approval of Minutes: Motion to approve June 6, 2024 minutes: Johnson; Second: Greene. Approved via unanimous consent.

3. New Board Member Welcome: Commission welcomed Kevin Smith to the Board.

4. Commission Positions: Commission unanimously selected Grugin to continue to serve as Chair, Greene to continue to serve as Vice Chair, and Arnold to continue to serve as Secretary.

3. Reports

Parks Report – Tim Hamer

- Parks staff continued with parks maintenance and completed work on community gardens shed, and work at outdoor pool.
- Staff completed clean up at Owen Skelley Field after City fireworks display.
- Regular maintenance of City recreation fields
- Splash pad at Penn Meadows has been closed for maintenance but will re-open by September 1 and remain open as long as weather allows.
- Johnson sought clarity regarding the new playground structures being placed in Fox Run and Hamer advised where those were being placed.
- Staff assisted in Blues & BBQ preparation, set up, tear down and parking of vehicles. Greene mentioned that the parking was very well done and organized.
- Touch up work was completed at City Hall with addition of new sod and grading of the area.
- The old playground at Penn Meadows was removed as it had reached the end of its life expectancy after 27 years. The swing set structure will be repurposed and used elsewhere.
- Fox Run Park project is well underway and the playground will be installed beginning August 20.
- Grugin expressed thanks to Liberty High students for assistance on completing the shed project.
- Staff is working on some dead tree clean up around town. There will be another 10-12 trees planted at the end of September in Penn Meadows Park.
- Greene asked about the work on the roundabout on Fairview Lane. Hamer stated that work is still planned for this fall.
- Arnold asked what plans were in the works for the old playground at Penn Meadows. Hamer stated the plan, pending approval is to create a full court concrete basketball court. There are no plans currently for lighting that space or for sport court finishing.
- Chai inquired about a slide that had been cracked at Centennial Park. Hamer stated staff replaced that piece upon notification. Grugin reminded the public to let City staff know of similar issues they might see so they can be addressed.
- Arnold asked if field condition post-summer was in better shape due to the changes in pricing and fees this year. Hamer and Motley stated they were in good shape but not noticeably better shape.

- Hamer advised the out building near the Community Center has been completed and is now a workshop area for Center staff to complete projects.
- Chai asked about a large dumpster that was left in Centennial Park after Blues & BBQ. Hamer stated LRS mistakenly left that longer than it should have been. It was removed.

#### Recreation/Pool Report—Shelly Simpson

- Simpson stated pool operations were resolved after pump failure at the indoor pool and subsequent underwater light issue, followed by some heater issues.
- Programming continued strongly for aqua classes/programs throughout the summer. Pool issues did contribute to juggling of programs and classes from indoor to outdoor pools.
- Greene asked about revenue from aqua classes being negative. Simpson stated pool issues caused some programs to be cancelled resulting in a negative number. Arnold asked whether this was a significant financial issue and Simpson advised staff was able to move most programs around to avoid cancelations.
- Youth lessons continued throughout the summer and were successful. Motley advised limited gym space in the fall restricts how much programming can be offered.
- Arnold asked what kind of balance is sought between leagues/programming and open gym space for the community. Motley stated staff attempts to keep one gym open to the public whenever possible.
- Simpson said youth summer day programs continued strong through the summer.
- The “Messy Play Date” for young children has been popular. It’s a sensory play activity for children using mud, water, paint, etc.
- Tippiie Toes dance lessons had 45 participants
- Senior Connection lunches served 145 people over the month, about 36 per lunch.
- Euchre Tournament had 9 teams this summer and more are planned.
- Simpson pointed to strong pool and gym memberships for the summer.
- Friday, August 16 in North Liberty Community Night at the Cedar Rapids Kernels. Tickets will be available at the Community Center for the public.
- Motley stated staff is working on the duct socks in the indoor pool to keep them in place due to wear over time as well as the acoustic panels.
- Gym floors will be refinished next week, closing the gyms for two days.
- Simpson reminded the community that pool hours will be limited from August 23 – September 1 with the pool closing on September 2.
- Fall Activity Guide was issued in July and registration opened this week for programs and registration has started strong. Registration opens at 6:00 a.m. on the registration open date. That time is tied to the Center’s hours of operation.

#### 5. Questions, Concerns, Updates

- Greene and Johnson pointed out the Community Center is aging and asked whether there is a plan for a large scale renovation of the space. Simpson stated that it’s under consideration but City priorities are the new fire station and Centennial Park. Arnold pointed out space is a premium at the current site so expansion could be difficult.
- Parking lot construction will be conducted soon and completed in stages to allow for continued access to the building.
- Grugin mentioned that there are 14,000+ people in the database for the Community Center which is over half the population.
- Johnson asked whether there was any push back on daily rate increases for the Pool. Staff stated there was not. Arnold asked whether it resulted in an increase in memberships. Simpson said there was an uptick in June for monthly memberships but not a significant increase in annual memberships.
- Johnson asked whether community ambassadors were aware of the changes and updates with the Community Center. Simpson stated she has met with them in the past and they are always welcome to connect with her with questions or concerns.

- Chai asked for clarification on how community members can use space at the Community Center for programming. Simpson stated contract programming forms can be submitted and she will try to find space for the program and include that in Center materials. The contractor receives 70% of the revenue while the City keeps 30%. Simpson said in order to be included in the Winter/Spring activity guide contractors should have information to her by early October.
- Both Grugin and Johnson said the dog park looks amazing and encouraged community members to keep the park looking nice for all.
- Johnson reminded the community to be careful on the roads around our City parks to avoid accidents and to be aware of children crossing in those crosswalks.

Community Input / Ideas to Share

- None
5. Upcoming Events
    - North Liberty Community Night at the Kernel, August 16
  6. New Business
  7. Old Business
  8. Next Meeting
    - a. Thursday, September 5 at 7:00 p.m.
  9. Adjourn Motion: Johnson; Second: Arnold. None opposed.