



**City Council Meeting
Regular Session
February 25, 2025**



City Administrator Memo



To **Mayor and City Council**
From **Ryan Heiar, City Administrator**
Date **February 20, 2025**
Re **City Council Agenda February 25, 2025**

Consent Agenda

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

- City Council Minutes (02/11/25)
- Change Order #4, Centennial Park Event Complex Project, Phase 1, Larson Construction Co. Inc., (\$3,047.50)
- Pay Application #6, Centennial Park Event Complex Project, Phase 1, Larson Construction Co. Inc., \$241,651.74
- Claims

Meetings & Events

Tuesday, Feb 25 at 6:00p.m.
City Council

Tuesday, Mar 4 at 6:30p.m.
Planning Commission

Thursday, Mar 6 at 7:00p.m.
Parks & Recreation Commission

Tuesday, Mar 11 at 6:00p.m.
City Council

Library Board Appointment

The Mayor has appointed Stefanie Munsterman to fill a vacancy on the Library Board and is seeking Council confirmation of the appointment. Ms. Munsterman's application is included in the packet.

North Liberty Road Trail

The City, via the IDOT, received 12 bids for the North Liberty Trail project, ranging from \$1.082 to \$1.429 million. A full list of the bids can be found in the packet as part of the recommendation letter from Shive Hattery. The apparent low and responsive bid was submitted by Metro Paver's. The low bid is approximately \$250k less than the engineer's estimate of \$1.331 million. Shive Hattery and staff recommend approval and award of contract, pending IDOT review and concurrence. Staff anticipates receiving notice from the IDOT prior to Tuesday's meeting.

Zoning & Development Fees

This staff-initiated update to the City's Zoning and Development Fees proposes adding a fee for appeals to the zoning code, increases the variance fee and reduces the fee for site plan approval for properties less than one acre in size. Staff believes these updates as well as the remaining unchanged fees represent a reasonable amount for staff's time to process the application. Related fees were reviewed for the Cities of Iowa City and

Coralville and the proposed fees would be the same or lower than both jurisdictions. The chart to the right compares current and proposed fees with the highlighted rows showing which fees are proposed to change.

Zoning & Development Fees

Service	Current Fee	Proposed Fee
Appeal	\$0	\$300
Board of Adjustment Variance Hearing	\$100	\$300
Conditional Use Permit	\$300	\$300
Driveway Permit	\$25	\$25
Fence Permit	\$25	\$25
Planned Area Development (PAD) Application	\$750	\$750
Rezoning Application	\$300	\$300
Sign Permit	\$50	\$50
Preliminary Site Plan – 1 acre or less	\$750	\$250
Preliminary Site Plan – Over 1 acre	\$750	\$750
Zoning Certificate of Compliance Application	\$25	\$25
Construction Permit	\$25	\$25
Demolition Permit	\$25	\$25
	\$30/lot	\$30/lot
Preliminary Plat	(\$300 minimum)	(\$300 minimum)
	\$20/lot	\$20/lot
Final Plat	(\$300 minimum)	(\$300 minimum)

Centennial Park Event Hall & Amphitheater Naming Rights Agreement

Staff is pleased to announce that Hy-Vee has pledged \$750,000 to the Centennial Park Next Stage Project in exchange for naming rights to the Centennial Center and Amphitheater. The naming agreement, which is consistent with the City's naming policy, outlines a 15-year, \$50,000 annual contribution. The City is grateful for the support of Hy-Vee, and staff recommends approval of the agreement.

UTV Ordinance Amendment

The City Council adopted an ordinance amendment allowing UTVs to travel on City streets in 2023, subject to certain restrictions. In an abundance of caution, that ordinance contained a sunset clause to automatically repeal the permissive language at the end of 2024. City staff has not received reports of significant issues arising from allowing UTVs to travel on City streets, and have drafted an amendment to restore the permissive language.

Snow Emergency and Parking Appeals Ordinance Amendment

The City's parking ordinance contains certain provisions concerning the declaration of snow emergencies, and the process for appealing any citations that might arise from violations of parking restrictions during such an emergency. City staff is proposing an amendment to the ordinance to clarify the necessary criteria for snow emergencies, to streamline the procedure for their declaration, and to clarify the process for appealing contested parking citations.

Zoning Code Ordinance Amendment

The City recently prevailed in two separate requests appealing the Planning Director's interpretation of certain provisions of the Zoning Code. Although the Zoning Board of Adjustment agreed with the Planning Director's interpretation in both cases, staff is proposing to strengthen the Zoning Code to deter similar or nuanced requests for appeal. The changes pertain to strengthening and adding definitions, adding to the list of prohibited materials for fences and clarifying accessory structures and uses. There are no formal objections to the request. The Planning Commission unanimously recommended approval of the Ordinance at its February 4 meeting. Staff recommends approval as well.



Agenda



CITY COUNCIL

Tuesday, February 25, 2025

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, February 11, 2025
 - B. Centennial Park Event Complex Phase 1, Change Order Number 4, Larson Construction Co., Inc., (\$3,047.50)
 - C. Centennial Park Event Complex Phase 1, Pay Application Number 6, Larson Construction Co., Inc., \$241,651.74
 - D. Claims
5. Public Comment
6. Engineer Report
7. City Administrator Report
8. Mayor Report
 - A. Proclamation of International Women's Day and Women's History Month
9. Council Reports
10. Library Board Appointment
 - A. Affirm Mayoral appointment of Stefanie Munsterman to fill an upcoming vacancy on the Library Board (May 1, 2025 – June 30, 2026)
11. North Liberty Road Trail Project
 - A. Resolution Number 2025-27, A Resolution accepting the bid and authorizing execution of the Contract for the North Liberty Road Trail Project, North Liberty, Iowa

12. Zoning & Development Fees
 - A. Resolution Number 2025-28, A Resolution establishing certain Zoning and Development Fees
13. Centennial Park Event Hall and Amphitheatre Naming Rights Agreement
 - A. Resolution Number 2025-29, A Resolution approving the Naming Rights Agreement between the City of North Liberty and Hy-Vee, Inc. that establishes the terms and conditions under which a sponsorship for Centennial Park Next Stage Park Project will be provided.
14. Off-Road Utility Vehicles (UTVs) Ordinance Amendment
 - A. Second consideration of Ordinance Number 2025-03, An Ordinance amending Chapter 75 of the North Liberty Code of Ordinances governing the use of Off-Road Utility Vehicles (UTVs)
15. Snow Emergency and Parking Citation Appeals Ordinance Amendment
 - A. Second consideration of Ordinance Number 2025-04, An Ordinance amending Chapters 69 and 70 of the North Liberty Code of Ordinances concerning Snow Emergencies and Contested Parking Citation Appeals
16. Zoning Code Ordinance Amendment
 - A. Second consideration of Ordinance Number 2025-05, An Ordinance amending Chapters 167 and 169 of the North Liberty Code of Ordinances governing definitions of and regulations for fences and accessory structures and uses
17. Old Business
18. New Business
19. Adjournment



Consent Agenda



City Council
February 11, 2025
Regular Session

Call to order

Mayor Hoffman called the Tuesday, February 11, 2025, Regular Session of the North Liberty City Council to order at 6:00 p.m. in Council Chambers at 360 N. Main Street. Councilors present: Brian Leibold, Paul Park, Erek Sittig, Brent Smith, and Brian Wayson.

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

Approval of the Agenda

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

Consent Agenda

Sittig moved, Wayson seconded to approve the Consent Agenda including the City Council Minutes, Regular Session, January 28, 2025; Liquor License Renewal for The Station; and the attached list of Claims. The vote was all ayes. Consent Agenda approved.

Public Comment

No public comment was offered.

City Engineer Report

City Engineer Bilskemper reported on the I-380/Penn Street Project, Forevergreen Road/Jasper Avenue Project, Ranshaw Way Phase 6 Project, and the Centennial Events Center Project.

City Administrator Report

City Administrator Heiar reported on the 240 N. Main Street property purchase and the declared snow emergency. Council discussed the report with Heiar.

Mayor Report

Mayor Hoffman reported he is meeting with Boy Scout Troop 216 this Sunday.

Council Reports

Councilor Smith reported on the Better Together recognition of Youth Council. Councilor Wayson reported on EMA budget process, the MPOJC meeting, and the CRANDIC Railroad decision to not proceed. Councilor Sittig attended the MPOJC meeting and reported on the Trip Connect Lunch & Learn next week. He attended the Legislative Breakfast at the Cedar Rapids Airport and toured the new section of the airport opening later this month. Councilor Park attended the Better Together event and offered thanks to South Slope for the 0% loan for the Centennial Events Center. Councilor Leibold attended the Agriculture Business Breakfast and thanked Collins

Community Credit Union for hosting Coffee Connections. He attended the Snuggie Crawl. Council discussed the South Slope loan.

Off-Road Utility Vehicles (UTVs) Ordinance Amendment

At 6:11 p.m., Mayor Hoffman opened the Public Hearing regarding proposed amendments to the UTV Ordinance. No oral or written comments were received. The public hearing was closed at 6:12 p.m.

Wayson moved, Smith seconded to approve the first consideration of Ordinance Number 2025-03, An Ordinance amending Chapter 75 of the North Liberty Code of Ordinances governing the use of Off-Road Utility Vehicles (UTVs). After discussion, the vote was: ayes – Wayson, Sittig, Park, Leibold, Smith; nays – none. Motion carried.

Snow Emergency and Parking Citation Appeals Ordinance Amendment

At 6:12 p.m., Mayor Hoffman opened the Public Hearing regarding proposed amendments to Snow Emergency Ordinance and Parking Citation Appeals. No oral or written comments were received. The public hearing was closed at 6:13 p.m.

Sittig moved, Wayson seconded to approve the first consideration of Ordinance Number 2025-04, An Ordinance amending Chapters 69 and 70 of the North Liberty Code of Ordinances concerning Snow Emergencies and Contested Parking Citation Appeals. The vote was: ayes – Sittig, Wayson, Park, Smith, Leibold; nays – none. Motion carried.

Zoning Code Ordinance Amendment

At 6:13 p.m., Mayor Hoffman opened the Public Hearing regarding proposed Zoning Code Ordinance amendment regarding fences and accessory structures. No oral or written comments were received. The public hearing was closed at 6:14 p.m.

Rusnak reported that staff and Planning Commission recommend approval of the amendment. Sittig moved, Smith seconded to approve the first consideration of Ordinance Number 2025-05, An Ordinance amending Chapters 167 and 169 of the North Liberty Code of Ordinances governing definitions of and regulations for fences and accessory structures and uses. The vote was: ayes – Smith, Park, Sittig, Wayson, Leibold; nays – none. Motion carried.

Lot 15 Deerfield Seventh Preliminary Site Plan

Rusnak reported that staff and Planning Commission recommend approval of the application. No applicant presentation was offered.

Wayson moved, Smith seconded to approve Resolution Number 2025-18, A Resolution approving the Preliminary Site Plan for Lot 15 Deerfield Seventh, North Liberty, Iowa. The vote was: ayes – Leibold, Wayson, Sittig, Smith, Park; nays – none. Motion carried.

FY 2025-26 Budget

Sittig moved, Leibold seconded to approve Resolution Number 2025-19, A Resolution setting time and place for a Public Hearing for the purpose of considering the Consolidated General Fund Tax Levy for the Fiscal Year 2025-2026 Budget. The vote was: ayes – Park, Sittig, Leibold, Wayson, Smith; nays – none. Motion carried.

Greenbelt Trail Parts 3 & 4 Final Plats

Wayson moved, Sittig seconded to approve Resolution Number 2025-20, A Resolution approving Off-site Utility Easement Agreement for Greenbelt Trail Part 3. The vote was: ayes – Leibold, Sittig, Smith, Park, Wayson; nays – none. Motion carried.

Sittig moved, Wayson seconded to approve Resolution Number 2025-21, A Resolution approving the Surety Agreement for Greenbelt Trail Part 3 and 4 between the City of North Liberty and Greenbelt 3-4, LLC. The vote was: ayes – Leibold, Smith, Wayson, Sittig, Park; nays – none. Motion carried.

Sittig moved, Wayson seconded to approve Resolution Number 2025-22, A Resolution approving the Final Plat for Greenbelt Trail, Part Three – North Liberty, Iowa. The vote was: ayes – Sittig, Leibold, Smith, Park, Wayson; nays – none. Motion carried.

Smith moved, Sittig seconded to approve Resolution Number 2025-23, A Resolution approving the Final Plat for Greenbelt Trail, Part Four – North Liberty, Iowa. The vote was: ayes – Sittig, Wayson, Park, Leibold, Smith; nays – none. Motion carried.

North Liberty Road Trail Project

At 6:21 p.m., Mayor Hoffman opened the Public Hearing regarding proposed plans, specifications, and estimate of cost for the North Liberty Road Trail Project. No oral or written comments were received. The public hearing was closed at 6:21 p.m.

Park moved, Leibold seconded to approve Resolution Number 2025-24, A Resolution finally approving and confirming plans, specifications, and estimate of cost for the North Liberty Road Trail Improvements Project. After discussion, the vote was: ayes – Wayson, Smith, Park, Leibold, Sittig; nays – none. Motion carried.

RISE Project Completion Settlement

Sittig moved, Wayson seconded to approve Resolution Number 2025-25, A Resolution approving and authorizing the RISE Project Completion Settlement. The vote was: ayes – Sittig, Wayson, Smith, Park, Leibold; nays – none. Motion carried.

Zoning Code Ordinance Amendment

Sittig moved, Park seconded to approve the third consideration and adoption of Ordinance Number 2025-01, An Ordinance amending Chapter 168 of the North Liberty Code of Ordinances pertaining to Residential District Dimensional Standards. The vote was: ayes – Smith, Sittig, Park, Wayson, Leibold; nays – none. Motion carried.

Greenbelt Trail Part 8

Park moved, Leibold seconded to approve the third consideration and adoption of Ordinance Number 2025-02, An Ordinance amending the Zoning Map District Designation for certain property located in North Liberty, Iowa from ID Interim Development District to RS-6 Single-Unit Residence District. The vote was: ayes – Park, Sittig, Smith, Leibold, Wayson; nays – none. Motion carried.

Rusnak reported that staff and Commission recommend approval of the preliminary plat. No applicant presentation was offered.

Sittig moved, Park seconded to approve Resolution Number 2025-26, A Resolution approving the Preliminary Plat for Greenbelt Trail Subdivision Part Eight, North Liberty, Iowa. After discussion, the vote was: ayes – Wayson, Park, Smith, Sittig, Leibold; nays – none. Motion carried.

Old Business

Councilor Smith asked about the Wayfinding Project. Staff discussed with Council.

New Business

No new business was presented.

Adjournment

Park moved; Sittig seconded to adjourn at 6:30 p.m. The vote was all ayes. Meeting adjourned.

CITY OF NORTH LIBERTY

By: _____
Chris Hoffman, Mayor

Attest: _____
Tracey Mulcahey, City Clerk

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Centennial Park Event Complex Phase 1
North Liberty, Iowa

CONTRACT INFORMATION:
Contract For: General Construction
Date: May 29, 2024

CHANGE ORDER INFORMATION:
Change Order Number: 004
Date: January 17, 2025

OWNER: *(Name and address)*
City of North Liberty
360 N. Main Street
P.O. Box 77
North Liberty, Iowa 52317

ARCHITECT: *(Name and address)*
Shive-Hattery, Inc.
2839 Northgate Drive
Iowa City, Iowa 52245

CONTRACTOR: *(Name and address)*
Larson Construction Co., Inc.
600 17th St. SE
Independence, Iowa 50644

THE CONTRACT IS CHANGED AS FOLLOWS:

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

COR 011: PR #5 Lavatory Revisions - DEDUCTS \$3,047.50

The original Contract Sum was	\$	7,272,000.00
The net change by previously authorized Change Orders	\$	18,069.94
The Contract Sum prior to this Change Order was	\$	7,290,069.94
The Contract Sum will be decreased by this Change Order in the amount of	\$	3,047.50
The new Contract Sum including this Change Order will be	\$	7,287,022.44

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

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

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

Shive-Hattery, Inc.
ARCHITECT *(Firm name)*

Abby Foster

SIGNATURE

Abby Foster, AIA
PRINTED NAME AND TITLE

01/17/2025
DATE

Larson Construction Co., Inc.
CONTRACTOR *(Firm name)*

Doug Larson

SIGNATURE

DOUG LARSON
PRINTED NAME AND TITLE

01/17/25
DATE

City of North Liberty
OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:

City of North Liberty
360 North Main St.
North Liberty, IA 52317

PROJECT:

Centennial Park Event Complex
1565 St. Andrews Drive
North Liberty, IA 52317

APPLICATION NO: 6

DISTRIBUTION TO:

OWNER ☐

PERIOD TO: 1/31/2025

ARCHITECT ☐

CONT. DATE:

CONTRACTOR ☐

FROM CONTRACTOR:

LARSON CONSTRUCTION CO., INC.
PO BOX 112
INDEPENDENCE, IA 50644

VIA ARCHITECT:

Shive-Hattery
2839 Northgate Drive
Iowa City, IA 52245

PROJECT NO: A1242

FIELD ☐

INVOICE NO: 11071

OTHER ☐

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.....	\$ 7,272,000.00
2. NET CHANGES IN THE WORK.....	\$ 18,069.94
3. CONTRACT SUM TO DATE (Line 1+/-2).....	\$ 7,290,069.94
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703).....	\$ 2,301,885.97
5. RETAINAGE	
a. 5 % of Completed Work	
(Columns D+E on G703)	\$ 105,600.37
b. % of Stored Material	
(Column F on G703)	\$ 9,493.93
Total Retainage (Lines 5a + 5b, or Total in Column I of G703).....	\$ 115,094.30
6. TOTAL EARNED LESS RETAINAGE.....	\$ 2,186,791.67
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	1,945,139.93
8. CURRENT PAYMENT DUE.....	\$ 241,651.74
9. BALANCE TO FINISH, PLUS RETAINAGE	
	\$ 5,103,278.27

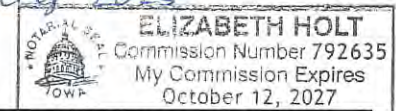
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR:

By: Jeff Larson Date: 02-18-25
State of: Iowa
County of: Buchanan
Subscribed and sworn to before
me this 18th day of February 2025

Notary Public: Elizabeth Holt

My Commission expires: 10/12/27



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on evaluations of the Work and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their 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..... \$ 241,651.74

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

ARCHITECT: (NOTE: If Multiple Prime Contractors are responsible for performing portions of the Project, the Architect's Certification is not required.)

By: Abby Foster Date: 02/18/2025

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 on the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 18,605.94	\$ 536.00
Total approved this month	\$ 0.00	\$ 0.00
TOTALS	\$ 18,605.94	\$ 536.00
NET CHANGES by Change Order	\$ 18,069.94	



Mayor Report



PROCLAMATION

International Women's Day and Women's History Month

WHEREAS, March 8 is observed around the world as International Women's Day to celebrate the women's achievements, raise awareness about discrimination, and take action to promote gender parity; and

WHEREAS, the United States has since 1989 recognized March as National Women's History Month; and

WHEREAS, the United Nations has promoted the advancement of women throughout its 80-year history; and

WHEREAS, many individuals and organizations in the community are working to ensure equity for women and girls; and

WHEREAS, the Johnson County United Nations Association and over 20 local businesses, non-profit organizations, and University of Iowa entities are sponsoring Night of 1000 Dinners, a community celebration of International Women's Day on Thursday, March 6, 6:00 – 8:00 pm at the Unitarian Universalist Society in Coralville, to recognize women-led groups and initiatives advancing UN Sustainable Development Goal #3, Good Health and Well-Being.

NOW, THEREFORE, BE IT PROCLAIMED that I, Chris Hoffman, Mayor of North Liberty, proclaim March 8 as International Women's Day and the Month of March as Women's History Month in North Liberty, Iowa and call upon residents to recall the achievements of women and recommit to the goal of full gender parity.

Mayor Chris Hoffman

Signed in North Liberty, Iowa
this 25th day of February, 2025



Library Board Appointment

Subject: Board & Commission Application: Stefanie Munsterman

Name
Stefanie Munsterman
I would like to serve on the
<ul style="list-style-type: none">● Library Board of Trustees● Planning & Zoning Commission
Address
1645 Aspen Court North Liberty, Iowa 52317 United States Map It
Phone
(319) 329-1199
Email
stefanie.munsterman@gmail.com
Place of employment
Cedar Rapids Civil Rights Commission
Position
Executive Director
Are you a North Liberty resident?
Yes
Are you 18 years of age or older?
Yes
Gender
Female
Length of North Liberty residency
I moved here in September from Cedar Rapids
Please give a brief statement of why you would like serve on this Board or Commission
<p>Serving on a library board would allow me to actively contribute to our community by advocating for the library and shaping its future direction while ensuring access to important resources for everyone. This role would also let me fulfill my passion for reading and learning.</p> <p>Growing up, the library was my refuge, and I have immense respect for the work they do.</p> <p>Being part of a Planning & Zoning Commission would enable me to directly influence the future of my</p>

community through land development decisions. I would be able to contribute to the overall vision for my city's growth.

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

I have no potential conflicts of interest

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

Growing up, the library was my refuge, and I have immense respect for the work they do. It would be my complete honor to serve on this board!

I have over 15 years of planning, zoning, and housing experience.

<~WRD0003.jpg>



North Liberty Road Trail Project

February 20, 2025

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

RE: North Liberty Road Trail
TAP-U-5557(623)--8I-52

Dear Mr. Heiar:

On February 18, 2025, the Iowa DOT received bids on behalf of the City of North Liberty for the above named project. Per the apparent bid summary posted online by the DOT, twelve bids were received.

The apparent low bid was received from Metro Pavers, Inc. of Iowa City, Iowa in the amount of \$1,082,258.81. The engineer's estimate was \$1,331,900.00.

The DOT anticipates having the bid letting information for this project processed, and the Award Determination letter issued directly to the City (via e-mail) no later than Tuesday, February 25th.

Contingent on Iowa DOT concurrence, we recommend award of the contract to Metro Pavers, Inc. based on their lowest responsive bid.

Please contact our office if you have questions.

Sincerely,

SHIVE-HATTERY, INC.



Josiah D. Bilskemper, PE
JDB

Enc. Iowa DOT Apparent Bid Summary

Copy: Guy Goldsmith, Parks Superintendent
Michael Pentecost, Streets Superintendent
Tracey Mulcahey, Assistant City Administrator
Grant Lientz, City Attorney
Ryan Rusnak, City Planner
Eric Munchel, Shive-Hattery



Iowa Department of Transportation

Letting ended



Call 109 52-5557-623

JOHNSON

Bid Files

Project ID: 250218 P2

Upgrade to submit bids online

PCC SIDEWALK/TRAIL

Attachments 1

Plan holders 37

Q&A 4

Export

▼ 12 bids Updated 2/18/25, 11:25 AM

Apparent bids are subject to change at the sole discretion of IADOT

Bidder Apparent bids	Bidder ID	DBE %	Total
METRO PAVERS, INC.	ME380	4.16%	\$ 1,082,258.81
PETERSON CONTRACTORS INC.	PE320	3.05%	\$ 1,097,724.08
J & L CONSTRUCTION, LLC	J.085	13.37%	\$ 1,205,130.74
MIDWEST CONCRETE, INC.	MI296	3.04%	\$ 1,216,329.80
BOOMERANG CORP.	BO330	3.03%	\$ 1,237,767.50
TSCHIGGFRIE EXCAVATING CO.	TS020	3.58%	\$ 1,256,838.50
TK CONCRETE, INC.	T.033	3.57%	\$ 1,260,204.00
STREB CONSTRUCTION CO., INC.	ST780	3.00%	\$ 1,275,000.00
VIETH CONSTRUCTION CORPORATION	VI035	3.02%	\$ 1,323,834.00
MCCARTHY IMPROVEMENT CO. & AFFIL DBA MCCARTHY IMPROVEMENT CO	MC061	3.23%	\$ 1,393,742.05
BILL WHITTERS CONSTRUCTION CO. D/B/A BWC INC.	B.181	3.16%	\$ 1,425,213.85
EASTERN IOWA EXCAVATING AND CONCRETE, LLC	EA057	3.15%	\$ 1,429,972.66

Resolution No. 2025-27

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING EXECUTION
OF THE CONTRACT FOR THE NORTH LIBERTY ROAD TRAIL
PROJECT, NORTH LIBERTY, IOWA**

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

WHEREAS, the City Council sought bids for the North Liberty Road Trail Project through the Iowa Department of Transportation;

WHEREAS, twelve contractors submitted responsive bids for the project; and

WHEREAS, the low base bid for the project was from Metro Pavers, Inc. in the amount of \$1,082,258.81; and

NOW, THEREFORE, BE IT RESOLVED that the North Liberty Road Trail Project is authorized and the bid from Metro Pavers, Inc. hereby accepted and approved for the project at an amount of \$1,082,258.81 as set forth therein.

BE IT FURTHER RESOLVED that the Contract between the Owner and the Contractor is approved and that the Mayor is authorized to execute said agreement.

APPROVED AND ADOPTED this 25th day of February, 2025.

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



Zoning and Development Fees

Resolution No. 2025-27

**RESOLUTION ESTABLISHING CERTAIN ZONING AND
DEVELOPMENT FEES**

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

WHEREAS, the City Council established fees for Zoning and Development services in Resolution Number 13-144 approved on November 12, 2013; and

WHEREAS, City staff has reviewed and provides its recommendation to the City Council concerning zoning and development fees; and

WHEREAS, the City Council has determined the following fees to be appropriate and reasonable.

NOW, THEREFORE, BE IT RESOLVED that the following fee schedule is hereby approved and adopted and shall be effective immediately upon adoption:

Appeal.....	\$300.00*
Board of Adjustment Variance Hearing	\$300.00
Conditional Use Permit.....	\$300.00
Driveway Permit.....	\$ 25.00
Fence Permit.....	\$ 25.00
Planned Area Development (PAD) Application	\$750.00
Rezoning Application.....	\$300.00
Sign Permit.....	\$ 50.00
Preliminary Site Plan – 1 acre or less	\$250.00
Preliminary Site Plan – Over 1 acre	\$750.00
Zoning Certificate of Compliance Application.....	\$ 25.00
Construction Permit.....	\$ 25.00
Demolition Permit	\$ 25.00
Preliminary Plat	\$ 30.00
	per lot, \$300 minimum
Final Plat	\$ 20.00
	per lot, \$300 minimum

* Fee returned to applicant if decision of the Code Official is reversed.

APPROVED AND ADOPTED this 25th day of February, 2025.

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



Centennial Park Event Hall and Amphitheatre Naming Rights Agreement

CENTENNIAL PARK EVENT HALL AND AMPHITHEATRE NAMING RIGHTS AGREEMENT

This Centennial Park Event Hall and Amphitheatre Naming Rights Agreement (the "Agreement") is entered into by and between Hy-Vee, Inc. (the "Sponsor"), an Iowa domestic corporation located at 5820 Westown Parkway in West Des Moines, Iowa, and the City of North Liberty ("North Liberty" or the "City"), an Iowa municipal corporation located at 360 N. Main Street in North Liberty, Iowa. Sponsor and North Liberty are individually each a "Party" to this Agreement, and may be collectively described as "the Parties."

RECITALS

WHEREAS, North Liberty's Facility Naming Policy establishes certain criteria and guiding principles to be followed in the naming and renaming of City facilities; and

WHEREAS, the City's Facility Naming Policy provides that individuals, groups, organizations, associations, companies, or businesses may choose to offer a donation of land, equipment, materials, or funding to the City in consideration for naming rights of a City facility; and

WHEREAS, Sponsor is seeking to offer funding for the City's Centennial Park Next Stage Project ("the Project"), in exchange for naming rights to certain portions of Centennial Park described with particularity below; and

WHEREAS, the City finds that granting naming rights of the Facility to Sponsor in accordance with Sponsor's offer is consistent with the City's Facility Naming Policy; and

WHEREAS, both Parties wish to reduce their agreement to writing.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS AND PROMISES CONTAINED HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. **Facility and Name.** The Parties agree that the Event Hall and Amphitheatre structures which are to be constructed within Centennial Park in the City of North Liberty, Iowa, (the "Facility") and which are identified with particularity on the attached Exhibit A, shall be referred, together, to as the Hy-Vee Center & Amphitheatre (the "Name"). The Facility shall be referred to in publications and communications originating from the City by said Name during the Term of this Agreement. The Facility may also be referred to as the Hy-Vee Center or the Hy-Vee Amphitheatre when referring to only an indoor or outdoor event as appropriate. City will only use Sponsor's name and logos ("Sponsor's Marks") in the form provided and in the manner of usage set forth herein. If additional uses are needed, those uses must be approved and agreed upon by both Parties.

2. **Term.** The Parties agree that the naming rights of the Facility described in Paragraph 1 above will commence upon the execution of this Agreement by the Parties (the “Enactment Date”) and shall extend for a period of fifteen (15) years thereafter (the “Term”).

3. **Project Funding Contribution.** Sponsor agrees to provide funding to be applied toward the Centennial Park Next Stage Project in the amount of Seven Hundred Fifty Thousand dollars (\$750,000.00) (the “Contribution”), to facilitate the implementation and/or maintenance of the Project.

The Contribution shall be delivered to the City in fifteen (15) equal annual installments of \$50,000.00, each such installment to be received by the City Clerk on or before March 15 of each year beginning in 2025, with the last such installment received on or before March 15, 2039.

4. **Additional Benefits.** In addition to the naming rights of the Facility, Sponsor shall receive the following benefits during the Term of this Agreement:
 - A. Installation of signage on the north and south exteriors of the Facility in accordance with Paragraph 5.
 - B. The Facility shall be referred to by Name on brown (recreational) Interstate 380 Ramp signage, at either Exit 2 or Exit 4, to the extent permitted by the Iowa Department of Transportation. The City will consult with Sponsor to determine the text that appears on the sign, but placement and final approval is at the sole discretion of the Iowa Department of Transportation.
 - C. The Facility will appear on and be referred to by the Name on Vehicular Directional signs, installed and approved by the City, pending completion of wayfinding system design and funding allocation, from the Interstate to Centennial Park.
 - D. The Sponsor shall be recognized on the Donor Wall indefinitely. Said Donor Wall shall be installed on the west exterior of the Facility.
 - E. The Facility shall be referred to by the Name in all relevant publications and communications intended for the general public originating from the City.
 - F. The Facility shall be referred to by the Name in all marketing for special events taking place at the Facility and produced by the City.
 - G. Sponsor may, at its expense, provide printed catering and floral services brochures to be displayed in the Centennial Park staff office, subject to reasonable restrictions on the size and location of the display of said brochures.
 - H. The City agrees to feature Sponsor’s digital banner advertisement on the Facility’s official food and alcohol catering website subpages with a hyperlink to Sponsor’s catering and/or floral services. Said digital advertisement shall be designed by the Sponsor and is subject to approval by the City.
 - I. Sponsor shall receive up to \$1,000 credit per calendar year, to be used within each calendar year for complimentary access to ticketed events, pending availability, or towards rental of the Event Hall.

5. **Signage.** Signage shall be installed on the north side of the building at the entrance of the Event Hall and on the south end of the building on one of the wing walls of the stage. The size, placement and design of the signage shall be at the sole discretion of the City Administrator for the City of North Liberty and in consultation with Sponsor.

The City agrees to install signage at the Facility substantially similar to what is depicted in Exhibit B at its own expense, but in no case shall the City's expense for such signage exceed Seventy Thousand Dollars (\$70,000.00). Said signage shall remain installed during the Term of this Agreement. Rebranded, additional or substitute signage of similar character may be installed during the Term of this Agreement subject to the approval of the City Administrator and at the Sponsor's expense.

6. **Event Sponsorship Non-Exclusivity.** The City reserves the right to enter into additional and separate sponsorship agreements with third parties for events taking place inside the Event Hall and outside at the Amphitheatre. Such additional sponsorship agreements shall not be considered to limit or devalue the naming rights or benefits accruing to Sponsor under this Agreement. Notwithstanding the above, City covenants that Facility signage as described in Paragraph 5 above shall remain prominent during the Term of this Agreement, and the Facility will be referred to by its Name in all event marketing promulgated by the City (i.e. Band/Comedian sponsored by Event Sponsor at Hy-Vee Amphitheatre). Organizations renting the Facility may also credit additional sponsors for programs.
7. **Termination.** This Agreement may be terminated, with or without cause, only by the City. Termination shall become effective ten (10) days after the City sends written notice to the Sponsor of the City's intent to terminate the Agreement.

If the Agreement is terminated prior to fifteen (15) years from the Enactment Date, Sponsor shall be relieved of its obligation to provide any remaining unpaid installments of its Contribution. If the Agreement is terminated during a calendar year in which Sponsor has paid an installment, Sponsor shall be entitled to a refund of said installment adjusted pro rata for the remainder of that calendar year.

At any time, Hy-Vee may require the word Hy-Vee be removed from the Name of the Facility, or that the Name be changed. After receipt of such request, the Parties agree that all official communications and, at the expense of Hy-Vee, all signage with respect to the Facility shall be revised to accommodate such request.

8. **Execution of Instruments.** The Parties agree to promptly execute whatever documents may be necessary to give full effect to their obligations under this Agreement.
9. **Indemnification.** City hereby agrees to forever indemnify, defend and hold harmless Sponsor, and its subsidiaries and affiliates, and their respective officers,

employees, directors, shareholders, members, and managers (collectively, the "Indemnitees"), from and against any loss, costs, damages, claims, liabilities, and expenses of any kind, including reasonable attorneys' fees, to the extent based on or arising in connection with (a) the content of any of the advertising, marketing or promotional materials or activities of City or its sponsors associated with City's property subject to this Agreement, (b) the infrastructure, systems, equipment, cleaning, use, operation, maintenance and management of City's property subject to this Agreement, including the negligence or willful misconduct of City or its affiliates or subcontractors relating thereto, (c) any act or omission of City in connection with the subject matter of this Agreement; and/or (d) the injury or death of any person or damage to property on City's property subject to this Agreement, except to the extent caused by the negligence or willful misconduct of Sponsor. Sponsor shall timely notify City of any such claim, allegation or litigation, and thereafter City shall control the defense or settlement of any such claims; provided, however, Sponsor may participate in the defense of any litigation related to the same at Sponsor's sole cost and expense. Hy-Vee hereby agrees to forever indemnify, defend and hold harmless City and its respective officers, employees, directors, and managers from and against any loss, costs, damages, claims, liabilities, and expenses of any kind, including reasonable attorneys' fees, to the extent based on or arising in connection with the injury or death of any person or damage to property on City's property subject to this Agreement resulting from Sponsor's negligence or willful misconduct in connection with Sponsor's use or occupancy of the Facility. City shall timely notify Sponsor of any such claim, allegation or litigation, and thereafter Sponsor shall control the defense or settlement of any such claims; provided, however, City may participate in the defense of any litigation related to the same at City's sole cost and expense.

10. **Limitation of Liability.** IN NO EVENT SHALL SPONSOR BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SPONSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
11. **Governing Law.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Iowa without regard to its conflicts of law's provisions.
12. **Incorporation of Recitals.** The recital paragraphs appearing at the beginning of this Agreement are substantive portions hereof and are incorporated by this reference herein.
13. **Captions/Titles.** The paragraph titles, headings, and/or captions set forth in this Agreement have been employed solely as a means of reference and convenience. Such designations shall not affect the interpretation or construction of this Agreement and shall not define, limit, extend, or otherwise describe the scope of the Agreement or the intent of any provisions hereof. Such designations are not

substantive.

14. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement. No statement or inducement with respect to that subject matter by either party or by any agent or representative of either party which is not contained in this Agreement shall be valid or binding between the parties.
15. **Acknowledgment of Understanding.** The Parties acknowledge that they have read the foregoing Agreement, understand its terms, and freely and voluntarily execute the Agreement.
16. **Notice.** Any and all notices permitted or required to be given hereunder shall be sent to the address first set forth above, or such other address as may be provided, and deemed duly given: (a) upon actual delivery, if delivery is by hand; or (b) by electronic mail provided that such notice is contemporaneously provided in written hard copy to the receiving party's legal department. Notices to Sponsor should also be sent to legalnotices@hy-vee.com.

[Remainder of this page intentionally left blank]

HY-VEE, INC.

By: 
Tina Potthoff, Senior Vice President

Date: 02/19/2025

By: 
Nathan Allen, Secretary

Date: 02/19/2025

CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman, Mayor

ATTEST: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Chris Hoffman and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation; and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the ____ day of _____, 20____; and that Chris Hoffman and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT A

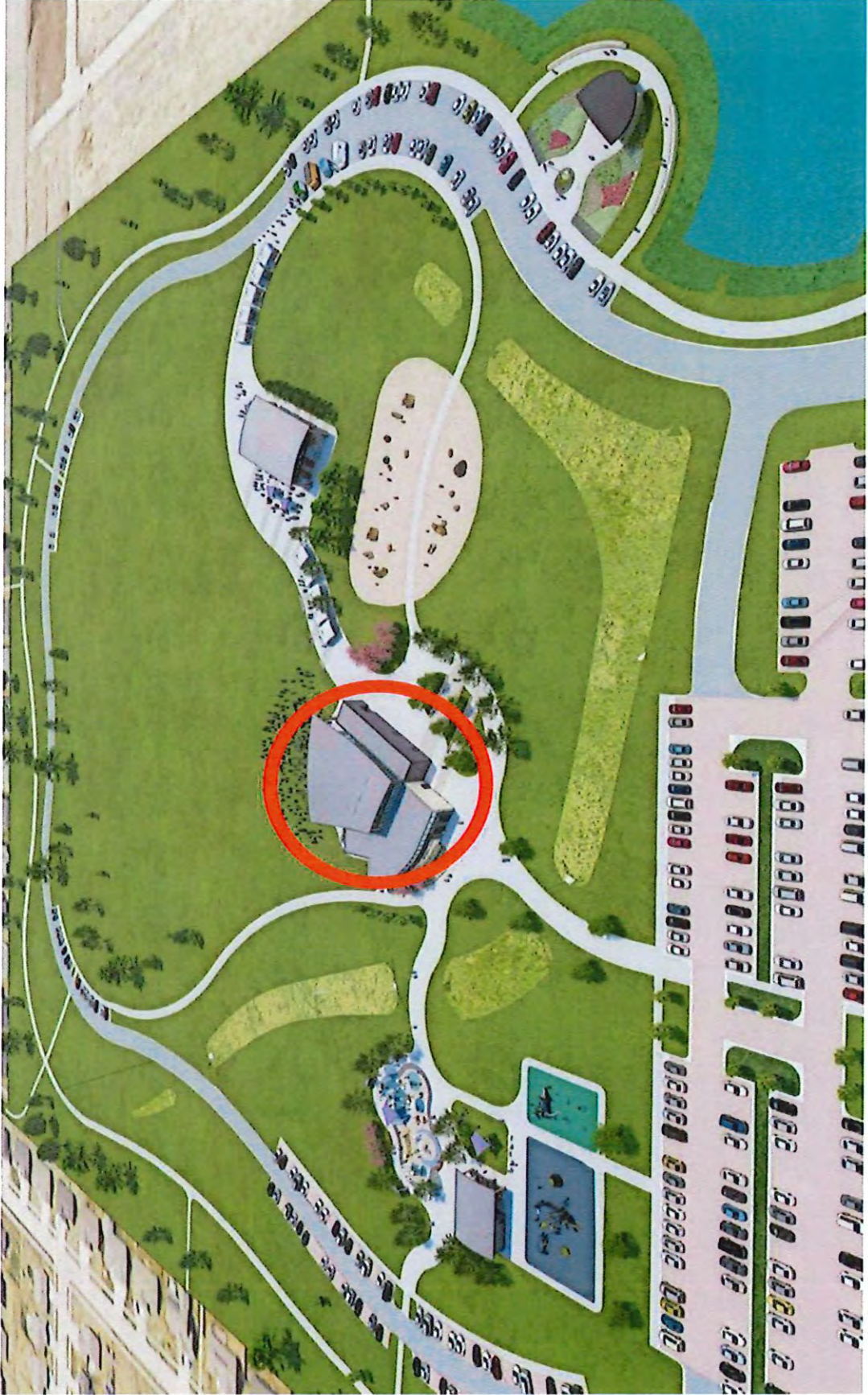


EXHIBIT B











Hy-Vee Center and Amphitheatre Naming Rights Agreement v.4 Clean 2.19.25

Final Audit Report

2025-02-19

Created:	2025-02-19
By:	Carlie Tovrea (Carlie.Tovrea@hy-vee.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAxAxkfdDAJ4c8-MGaE4YhhgQkJrU-aarEak

"Hy-Vee Center and Amphitheatre Naming Rights Agreement v.4 Clean 2.19.25" History

-  Document created by Carlie Tovrea (Carlie.Tovrea@hy-vee.com)
2025-02-19 - 4:46:34 PM GMT
-  Document emailed to Tina Potthoff (tpotthoff@hy-vee.com) for signature
2025-02-19 - 4:47:47 PM GMT
-  Email viewed by Tina Potthoff (tpotthoff@hy-vee.com)
2025-02-19 - 6:30:07 PM GMT
-  Document e-signed by Tina Potthoff (tpotthoff@hy-vee.com)
Signature Date: 2025-02-19 - 6:30:48 PM GMT - Time Source: server
-  Document emailed to Nate Allen (nallen@hy-vee.com) for signature
2025-02-19 - 6:30:50 PM GMT
-  Email viewed by Nate Allen (nallen@hy-vee.com)
2025-02-19 - 6:33:28 PM GMT
-  Document e-signed by Nate Allen (nallen@hy-vee.com)
Signature Date: 2025-02-19 - 6:33:39 PM GMT - Time Source: server
-  Agreement completed.
2025-02-19 - 6:33:39 PM GMT

Resolution No. 2025-29

RESOLUTION APPROVING THE NAMING RIGHTS AGREEMENT BETWEEN THE CITY OF NORTH LIBERTY AND HY-VEE, INC. THAT ESTABLISHES THE TERMS AND CONDITIONS UNDER WHICH A SPONSORSHIP FOR CENTENNIAL PARK NEXT STAGE PARK PROJECT WILL BE PROVIDED

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

WHEREAS, the City of North Liberty is undertaking the Centennial Park Next Stage Project (the Project); and

WHEREAS, Hy-Vee, Inc. is offering a sponsorship of \$750,000 for the Project in exchange for naming rights to certain portions of Centennial Park, specifically the Event Hall and Amphitheatre; and

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

NOW, THEREFORE, BE IT RESOLVED that that the Naming Rights Agreement between the City of North Liberty and the Hy-Vee, Inc. is approved for the Centennial Park Next Stage Project, North Liberty, Iowa.

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

APPROVED AND ADOPTED this 25th day of February, 2025.

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



Off-Road Utility Vehicles (UTVs) Ordinance Amendment

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 75 OF THE NORTH LIBERTY CODE OF
ORDINANCES GOVERNING THE USE OF OFF-ROAD UTILITY VEHICLES
(UTV's)**

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

SECTION 1. AMENDMENT OF CHAPTER 75. Chapter 75.07 of the North Liberty Code of Ordinances is amended to read as follows:

75.07 OPERATION ON PUBLIC PROPERTY.

1. It is unlawful for any person to operate any all-terrain vehicle (ATV), off-road motorcycle, or off-road utility vehicle on roadways, streets, highways or other public property within the corporate City limits, unless said operation strictly complies with one or more of the exceptions set forth in Iowa Code Section 321.234A or this Chapter.
2. Parks and Other City Land. ATVs, snowmobiles and UTVs shall not be operated in any park, on any trail, on any playground, or upon any other City-owned property without the express permission of the City, with the exception of the operation of snowmobiles on designated routes.
3. The provisions of Section 75.07(2) concerning the prohibition of operation of UTV's on City-owned property notwithstanding, properly equipped UTVs may be operated in accordance with the requirements of Section 75.09 upon any City roadway, and may utilize City-owned driveways, lanes, and parking lots. This subparagraph shall not be construed as permitting the use of UTVs on parks, trails, or playgrounds. ~~This subparagraph 75.07(3) shall be automatically repealed and be of no further force or effect as of December 31, 2024.~~

SECTION 2. AMENDMENT OF CHAPTER 75. Chapter 75.09 of the North Liberty Code of Ordinances is amended to read as follows:

75.09 OPERATION OF UTVs

Operators of UTVs must adhere to the following equipment requirements and restrictions while operating UTVs within the City limits.

1. Operators of UTVs within City limits must be 18 years of age or older and possess a valid driver's license.

2. A person shall not operate a UTV within the City limits unless the operator has proof of insurance complying with that required of an operator of a motor vehicle pursuant to applicable provisions of the Iowa Code, Rules and Regulations, including but not limited to Iowa Code Sections 321.20B and 321A.21.

3. Owners of UTVs operated within City limits shall register their UTV with the Iowa Department of Natural Resources, and proof of such registration shall be provided, upon request, to any peace officer requesting it. Out-of-state UTV operators must provide appropriate proof of registration from their home state upon request by any peace officer.

4. UTVs may only be operated on the roadways between the hours of 6:00 a.m. and 10:30 p.m.

5. Operators of UTVs must adhere to noise restrictions set forth under North Liberty Code Chapter 53.

6. UTVs must display lighted headlamps and taillamps at all times while the vehicle is operated on City streets or highways.

7. Operators of UTVs must adhere to all traffic and parking laws, codes, rules, and regulations applicable to other motor vehicles, unless directed otherwise by this chapter.

8. UTVs must be equipped with:

A. Operational turn signal lamps with a manually operated switch controlled by the driver.

B. Operational speedometer, calibrated in miles per hour, which is fully illuminated when the headlamps are activated.

C. Operational horn with a switch controlled by the driver.

D. Two operational headlamps and taillamps must be affixed to each side on the front and back of the UTV. Taillamps shall be red and include a stop lamp actuated by pressing the brake pedal. The use of lightbars, spotlights, or decorative lights is not permitted while the UTV is being operated on City streets or highways.

E. Rear-facing mirror providing the operator with a clear view of the rear.

F. Operational muffler, working in good order, which complies with the standards and procedures required by Iowa Code Section 321I.12 and North Liberty Code of Ordinances Chapter 53.

9. All occupants, except as noted below, must wear safety belts or safety harnesses which meet the definition of a safety belt or safety harness set forth by Iowa Code Section 321.445 while the UTV is in motion.

A. Children under one year old and weighing less than 20 pounds must be secured in a rear-facing child restraint system while the UTV is motion.

B. Children ages one to six years must be secured in a child restraint system (safety seat or booster seat) while the UTV is in motion.

(1) A child restraint system is a specially designed seating system, including a belt positioning seat or booster seat which meets federal motor vehicle safety standards. The child restraint system must be used in accordance with the manufacturer's instructions, the child must be secured in the child restraint, and the child restraint must be properly secured to the UTV.

C. No animals will be transported in the cargo portion or bed of a UTV unless they are contained within an enclosure secured to the UTV.

10. UTV doors or nets must be closed during operation if so equipped.

11. The number of passengers in a UTV shall not exceed the number of factory-installed seats in the UTV.

12. No open containers of alcohol shall be allowed while the UTV is being operated.

13. Drivers may not operate a UTV under the influence of intoxicating liquor or narcotics as prescribed under Iowa Code Chapter 321J.

14. No UTV will be operated in a careless or reckless manner so as to: endanger any person; cause injury or damage to person or property; create unnecessary skidding or sliding; or cause a wheel or wheels to lose traction or contact with the ground.

~~15. This Section 75.09 shall be automatically repealed and be of no further force or effect as of December 31, 2024.~~

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

SECTION 4. SCRIVENER'S ERROR. The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Clerk or the Clerk's designee without further public hearing.

SECTION 5. SEVERABILITY. If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 6. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on _____, 2025.

Second reading on _____, 2025.

Third and final reading on _____, 2025.

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 _____, 2025.

TRACEY MULCAHEY, CITY CLERK

Ordinance No. 2025-03

**AN ORDINANCE AMENDING CHAPTER 75 OF THE NORTH
LIBERTY CODE OF ORDINANCES GOVERNING THE USE OF
OFF-ROAD UTILITY VEHICLES (UTVs)**

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

SECTION 1. AMENDMENT OF CHAPTER 75. Chapter 75.07 of the North Liberty Code of Ordinances is amended to read as follows:

75.07 OPERATION ON PUBLIC PROPERTY.

1. It is unlawful for any person to operate any all-terrain vehicle (ATV), off-road motorcycle, or off-road utility vehicle on roadways, streets, highways or other public property within the corporate City limits, unless said operation strictly complies with one or more of the exceptions set forth in Iowa Code Section 321.234A or this Chapter.
2. Parks and Other City Land. ATVs, snowmobiles and UTVs shall not be operated in any park, on any trail, on any playground, or upon any other City-owned property without the express permission of the City, with the exception of the operation of snowmobiles on designated routes.
3. The provisions of Section 75.07(2) concerning the prohibition of operation of UTV's on City-owned property notwithstanding, properly equipped UTVs may be operated in accordance with the requirements of Section 75.09 upon any City roadway, and may utilize City-owned driveways, lanes, and parking lots. This subparagraph shall not be construed as permitting the use of UTVs on parks, trails, or playgrounds.

SECTION 2. AMENDMENT OF CHAPTER 75. Chapter 75.09 of the North Liberty Code of Ordinances is amended to read as follows:

75.09 OPERATION OF UTVs

Operators of UTVs must adhere to the following equipment requirements and restrictions while operating UTVs within the City limits.

1. Operators of UTVs within City limits must be 18 years of age or older and possess a valid driver's license.

2. A person shall not operate a UTV within the City limits unless the operator has proof of insurance complying with that required of an operator of a motor vehicle pursuant to applicable provisions of the Iowa Code, Rules and Regulations, including but not limited to Iowa Code Sections 321.20B and 321A.21.
3. Owners of UTVs operated within City limits shall register their UTV with the Iowa Department of Natural Resources, and proof of such registration shall be provided, upon request, to any peace officer requesting it. Out-of-state UTV operators must provide appropriate proof of registration from their home state upon request by any peace officer.
4. UTVs may only be operated on the roadways between the hours of 6:00 a.m. and 10:30 p.m.
5. Operators of UTVs must adhere to noise restrictions set forth under North Liberty Code Chapter 53.
6. UTVs must display lighted headlamps and taillamps at all times while the vehicle is operated on City streets or highways.
7. Operators of UTVs must adhere to all traffic and parking laws, codes, rules, and regulations applicable to other motor vehicles, unless directed otherwise by this chapter.
8. UTVs must be equipped with:
 - A. Operational turn signal lamps with a manually operated switch controlled by the driver.
 - B. Operational speedometer, calibrated in miles per hour, which is fully illuminated when the headlamps are activated.
 - C. Operational horn with a switch controlled by the driver.
 - D. Two operational headlamps and taillamps must be affixed to each side on the front and back of the UTV. Taillamps shall be red and include a stop lamp actuated by pressing the brake pedal. The use of lightbars, spotlights, or decorative lights is not permitted while the UTV is being operated on City streets or highways.
 - E. Rear-facing mirror providing the operator with a clear view of the rear.
 - F. Operational muffler, working in good order, which complies with the standards and procedures required by Iowa Code Section 321I.12 and North Liberty Code of Ordinances Chapter 53.

9. All occupants, except as noted below, must wear safety belts or safety harnesses which meet the definition of a safety belt or safety harness set forth by Iowa Code Section 321.445 while the UTV is in motion.

A. Children under one year old and weighing less than 20 pounds must be secured in a rear-facing child restraint system while the UTV is motion.

B. Children ages one to six years must be secured in a child restraint system (safety seat or booster seat) while the UTV is in motion.

(1) A child restraint system is a specially designed seating system, including a belt positioning seat or booster seat which meets federal motor vehicle safety standards. The child restraint system must be used in accordance with the manufacturer's instructions, the child must be secured in the child restraint, and the child restraint must be properly secured to the UTV.

C. No animals will be transported in the cargo portion or bed of a UTV unless they are contained within an enclosure secured to the UTV.

10. UTV doors or nets must be closed during operation if so equipped.

11. The number of passengers in a UTV shall not exceed the number of factory-installed seats in the UTV.

12. No open containers of alcohol shall be allowed while the UTV is being operated.

13. Drivers may not operate a UTV under the influence of intoxicating liquor or narcotics as prescribed under Iowa Code Chapter 321J.

14. No UTV will be operated in a careless or reckless manner so as to: endanger any person; cause injury or damage to person or property; create unnecessary skidding or sliding; or cause a wheel or wheels to lose traction or contact with the ground.

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

SECTION 4. SCRIVENER'S ERROR. The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Clerk or the Clerk's designee without further public hearing.

SECTION 5. SEVERABILITY. If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the

Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 6. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on February 11, 2025.

Second reading on _____, 2025.

Third and final reading on _____, 2025.

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 _____, 2025.

TRACEY MULCAHEY, CITY CLERK



Snow Emergency and Parking Citation Appeals Ordinance Amendment

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTERS 69 AND 70 OF THE
NORTH LIBERTY CODE OF ORDINANCES CONCERNING SNOW
EMERGENCIES AND CONTESTED PARKING CITATION APPEALS**

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

SECTION 1. AMENDMENT OF PARKING ORDINANCE. Chapter 69.10 of the North Liberty Code of Ordinances is amended to read as follows:

69.10 SNOW EMERGENCY

The purpose of this section is to ~~provide for~~create a system ~~whereby persons are for the public declaration and~~ notified~~cation~~ of snow emergencies. Limiting parking on public streets during times of heavy snowfall or other inclement winter weather leads to more effective snow removal, which in turn reduces traffic congestion and lowers the likelihood of injury and property damage from traffic accidents ~~Without such an ordinance, cars remain parked on certain streets and effective plowing is curtailed. Consequently, parking places are hard to obtain and cars often park too far from the curb, creating a hazard to other motorists.~~

~~1. A snow emergency shall automatically go into effect when snow accumulation reaches two inches. At such time as two inches of snow accumulates on City streets, a snow emergency will go into effect and the parking restrictions set forth herein shall be in effect immediately and without further notice. The City may provide additional notice of the snow emergency as it deems appropriate and necessary.~~

~~12. In addition to the provision for automatic snow emergency set forth in subsection 1 above, w~~Whenever the City's Street Superintendent or designee~~the Mayor~~determines, on the basis of falling snow, sleet, freezing rain, or on the basis of a credible weather forecast, that weather conditions will make it necessary ~~for that motor vehicle traffic be expedited and that~~ parking on City streets be prohibited or restricted for snow plowing or ~~other~~ public safety purposes, the Street Superintendent or designee~~the Mayor~~may declare a snow emergency by notifying the City Clerk.

~~23. No person shall park, abandon, or leave unattended any vehicle on any public street during an automatic or declared~~ snow emergency.

~~34. An automatic snow emergency shall take effect immediately when snow accumulation reaches two inches. A declared~~ snow emergency shall take effect at

a time set by ~~the Street Superintendent or designee~~the Mayor, but not earlier than two hours after it is declared. ~~The Street Superintendent~~The Mayor shall declare a snow emergency by notifying the City Community Relations Director or designee Clerk, stating the beginning time and, if known, the ending time for the snow emergency. ~~If the office of the Clerk is closed, the Mayor shall file such notice promptly when the office next is opened during normal business hours.~~ The ~~Street Mayor Superintendent~~ may cancel such declaration or change the beginning or ending time. ~~Notice shall be given for such cancellations or changes in the same manner as the original snow emergency declaration.~~ The ~~City Clerk~~Community Relations Director or designee shall then ensure that all notices concerning ~~declared~~ snow emergencies ~~is~~are promulgated ~~published~~ in a timely manner to the public by all appropriate means, including publication on the City's website: www.northlibertyiowa.org, ~~as well as promulgate by the same means the cancellation of any snow emergencies.~~

45. Enforcement and Towing. Any person who violates the provisions of this section shall be subject to criminal prosecution in accordance with Chapter 70 and to civil enforcement in accordance with Chapter 43. Each 12-hour period that a vehicle is parked or allowed to remain on any street in violation of this section constitutes a separate and distinct offense. Any vehicles found to be parked where not permitted during a snow emergency may be impounded in accordance with the provisions of Section 70.06.

~~56. Appeal. A violation of this section may be appealed to the City Administrator within thirty (30) days of the date of the violation and prior to a complaint being filed in District Court. In the event of a timely appeal, the City Administrator shall conduct a summary review and then either determine that the case will be enforced in accordance with the provisions of this section and Chapter 70 or, in the alternative, order administratively that the case be dismissed.~~

SECTION 2. AMENDMENT OF TRAFFIC CODE ENFORCEMENT PROCEDURE

ORDINANCE. Chapter 70.03 of the North Liberty Code of Ordinances is amended to read as follows:

70.03 PARKING VIOLATIONS.

1. Uncontested Violations. ~~Uncontested v~~Violations of parking ~~restrictions~~ regulations imposed by Chapter 69 of this Code of Ordinances shall be charged upon a simple notice of a fine payable at the office of the City Clerk. The fine for improper use of a persons with disabilities parking permit is two hundred dollars (\$200.00). The fine for illegal parking in a fire lane is

one hundred dollars (\$100.00). The fine for snow emergency parking violations is twenty-five dollars (\$25.00). The fine for all other violations shall be in the amount of ten dollars (\$10.00) and if such fine is not paid within thirty (30) days, it shall be increased by five dollars (\$5.00).

1.2. Contested Violations. Violations of parking regulations charged by simple notice under Paragraph 1 above may be appealed by written notice asserting the basis for such appeal to the Chief of Police or the Chief of Police's designee within thirty (30) days of the date of the violation, and prior to a complaint being filed in District Court. In the event of a timely appeal, the Chief of Police or Chief of Police's designee shall conduct a summary review and determine whether the violation is to be sustained, or in the alternative, order an administrative dismissal.

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

SECTION 4. SCRIVENER'S ERROR. The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Clerk or the Clerk's designee without further public hearing.

SECTION 5. SEVERABILITY. If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 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 _____, 2025.

Second reading on _____, 2025.

Third and final reading on _____, 2025.

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 _____, 2025.

TRACEY MULCAHEY, CITY CLERK

Ordinance No. 2025-04

**AN ORDINANCE AMENDING CHAPTERS 69 AND 70 OF THE
NORTH LIBERTY CODE OF ORDINANCES CONCERNING
SNOW EMERGENCIES AND CONTESTED PARKING CITATION
APPEALS**

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

SECTION 1. AMENDMENT OF PARKING ORDINANCE. Chapter 69.10 of the North Liberty Code of Ordinances is amended to read as follows:

69.10 SNOW EMERGENCY

The purpose of this section is to create a system for the public declaration and notification of snow emergencies. Limiting parking on public streets during times of heavy snowfall or other inclement winter weather leads to more effective snow removal, which in turn reduces traffic congestion and lowers the likelihood of injury and property damage from traffic accidents.

1. Whenever the City's Street Superintendent or designee determines, on the basis of falling snow, sleet, freezing rain, or on the basis of a credible weather forecast, that weather conditions will make it necessary for parking on City streets be prohibited or restricted for snow plowing or public safety purposes, the Street Superintendent or designee may declare a snow emergency.

2. No person shall park, abandon, or leave unattended any vehicle on any public street during a snow emergency.

3. A snow emergency shall take effect at a time set by the Street Superintendent or designee, but not earlier than two hours after it is declared. The Street Superintendent shall declare a snow emergency by notifying the City Community Relations Director or designee, stating the beginning time and, if known, the ending time for the snow emergency. The Street Superintendent may cancel such declaration or change the beginning or ending time. The Community Relations Director or designee shall then ensure that all notices concerning snow emergencies are published in a timely manner to the public by all appropriate means, including publication on the City's website: www.northlibertyiowa.org.

4. Enforcement and Towing. Any person who violates the provisions of this section shall be subject to criminal prosecution in accordance with Chapter 70 and to civil enforcement in accordance with Chapter 3. Each 12-hour period that a vehicle is parked or allowed to remain on any street in violation of this section

constitutes a separate and distinct offense. Any vehicles found to be parked where not permitted during a snow emergency may be impounded in accordance with the provisions of Section 70.06.

SECTION 2. AMENDMENT OF TRAFFIC CODE ENFORCEMENT PROCEDURE

ORDINANCE. Chapter 70.03 of the North Liberty Code of Ordinances is amended to read as follows:

70.03 PARKING VIOLATIONS.

1. Uncontested Violations. Violations of parking regulations imposed by Chapter 69 of this Code of Ordinances shall be charged upon a simple notice of a fine payable at the office of the City Clerk. The fine for improper use of a persons with disabilities parking permit is two hundred dollars (\$200.00). The fine for illegal parking in a fire lane is one hundred dollars (\$100.00). The fine for snow emergency parking violations is twenty-five dollars (\$25.00). The fine for all other violations shall be in the amount of ten dollars (\$10.00) and if such fine is not paid within thirty (30) days, it shall be increased by five dollars (\$5.00).
2. Contested Violations. Violations of parking regulations charged by simple notice under Paragraph 1 above may be appealed by written notice asserting the basis for such appeal to the Chief of Police or the Chief of Police's designee within thirty (30) days of the date of the violation, and prior to a complaint being filed in District Court. In the event of a timely appeal, the Chief of Police or Chief of Police's designee shall conduct a summary review and determine whether the violation is to be sustained, or in the alternative, order an administrative dismissal.

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

SECTION 4. SCRIVENER'S ERROR. The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Clerk or the Clerk's designee without further public hearing.

SECTION 5. SEVERABILITY. If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 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 February 11, 2025.

Second reading on _____, 2025.

Third and final reading on _____, 2025.

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 _____, 2025.

TRACEY MULCAHEY, CITY CLERK



Zoning Code Ordinance Amendment



February 4, 2025

Chris Hoffman, Mayor
City of North Liberty
360 North Main Street
North Liberty IA 52317

Re: Request of the City of North Liberty for an Ordinance amending Chapters 167 and 169 of the North Liberty Code of Ordinances, governing definitions of and regulations for fences and accessory structures and uses.

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its February 4, 2025 meeting. The Planning Commission took the following action:

Finding:

1. The proposed amendment would achieve consistency with Section 165.09 of the Zoning Code.

Recommendation:

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

The vote for approval was 5-0.

Amy Yotty, Chairperson
City of North Liberty Planning Commission



To **City of North Liberty Planning Commission**
From **Ryan Rusnak, AICP**
Date **January 31, 2025**
Re **Request of the City of North Liberty for an Ordinance amending Chapters 167 and 169 of the North Liberty Code of Ordinances, governing definitions of and regulations for fences and accessory structures and uses.**

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

1. Request Summary:

Section 166.01(6) of the North Liberty Code of Ordinances provides for an appeal of an interpretation by the Code Official to be submitted to the Board of Adjustment and such interpretation shall be considered final.

The City recently prevailed in two separate requests appealing the Planning Director's interpretation of certain provisions of the Zoning Code. Although the Zoning Board of Adjustment agreed with the Planning Director's interpretation in both cases, staff is proposing to strengthen the Zoning Code to deter similar or nuanced requests for appeal.

2. Zoning Text Amendment Approval Standards

Section 165.09(4)(D)(2) of the Zoning Ordinance sets for the approval standards for zoning text 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).

Text Amendments.

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

It is staff's opinion that the proposed amendment is consistent with the Comprehensive Plan and adopted land use policies.

- (b) 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.

- (c) The consistency of the proposed amendment with the intent and general regulations of this Ordinance.

It is staff's opinion that the proposed amendment would be consistent with the intent and general regulations of this Ordinance.

- (d) Whether the proposed amendment corrects an error or omission, adds clarification to existing requirements, or reflects a change in policy or change in development trends or technology.

It is staff's opinion that the proposed amendment adds clarification to existing requirements.

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

It is staff's opinion that the proposed amendment does not create any nonconformities, which is always a staff priority.

3. Public Input:

There are no formal objections to the request.

4. Staff Recommendation:

Finding:

1. The proposed amendment would achieve consistency with Section 165.09 of the Zoning Code.

Recommendation:

Staff recommends the Planning Commission accept the listed finding and forward the request for Ordinance amendment to the City Council with a recommendation for approval.

Suggested motion:

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTERS 167 AND 169 OF THE NORTH
LIBERTY CODE OF ORDINANCES, GOVERNING DEFINITIONS OF AND
REGULATIONS FOR FENCES AND ACCESSORY STRUCTURES AND USES

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

SECTION 1. AMENDMENT OF ORDINANCE. Section 167.01 of the North Liberty Code of Ordinances, is amended to modify the definition "gross floor area" and add the definitions of "fence" and "shade structure".

"Floor area, gross" means the sum of the horizontal areas of floors of a building measured from the exterior face of exterior walls or, if appropriate, from the centerline of dividing walls; ~~this includes~~ including, but not limited to courts, ~~and~~ decks, ~~or~~ porches when covered by a roof.

"Fence" means a vertical structure used to provide privacy, visual or otherwise, or for protection, to identify or demark boundaries, or for containment and/or confinement.

"Structure, Shade" means an attached or freestanding structure with a temporary or permanent roof and/or walls designed to provide protection from the sun and rain.

SECTION 2. AMENDMENT OF ORDINANCE. Subsection 9 of Section 169.04 of the North Liberty Code of Ordinances, is amended as follows:

9. Prohibited Fence Material.

The following fences are prohibited, except as provided in this chapter or for permitted agricultural residential gardening uses to protect against rodents, vermin, and pests:

A. Metal fences with the exception of chain link, wrought iron, and simulated wrought iron

B. Electrical fences or any kind of electrically charged fences

~~B.C.~~ Barbed wire, razor wire, spikes, nails, etc.

~~C.D.~~ Wood panel fence

~~D.E.~~ Plywood or oriented strand board (OSB)

F. Pallets or any used repurposed material

~~E.G.~~ Cloth, fabric, canvas, plastic sheets, tarps, etc. as primary materials

~~F.H.~~ Chicken wire

~~G.I.~~ Snow fence, except as provided below

A snow fence may be erected on a temporary basis, not to exceed six months, to alleviate the adverse effects of drifting snow or to warn and prevent access to an area by unauthorized persons. When erected on a temporary basis to prevent access of

unauthorized persons to any area, a snow/safety fence shall be removed within 24 hours after the elimination of the reason for which the fence was erected originally.

SECTION 3. AMENDMENT OF ORDINANCE. Preamble and Subsections 1, 2 and 3 of Section 169.05 of the North Liberty Code of Ordinances, is amended as follows:

Accessory structures and uses shall occupy the same lot as the main use or building. No lot shall have an accessory structure or use without the principal use. No accessory structure shall be used as a dwelling unit. Accessory structures shall be constructed out of material intended for long-term exposure to the elements. Prohibited materials include, but are not limited to cloth, fabric, canvas, plastic sheets and tarps. Exceptions to the materials prohibition includes plastic for greenhouses and fabric and/or canvas for shade structures. Shipping containers are prohibited as an accessory structure.

1. Yard Encroachment.

No accessory building or use shall be located within any yard unless authorized by this Section and/or Section 169.08.

2. Freestanding Garages, Storage Buildings, Greenhouses, Gazebos, Pergolas, and other Similar Structures greater than 200 Square Feet Gross Floor Area.

A. RS, RD and ID districts shall be subject to the following:

- (1) A maximum of one freestanding garage building, greenhouse, gazebo, pergola, or other similar structure greater than 200 square feet gross floor area.
- (2) Freestanding garages or combination of structures, which include a freestanding garage: A maximum gross floor area of 850 square feet. RS district exception: on properties exceeding .5 acres but less than .75 acres, the maximum gross floor area shall be 1,000 square feet. On properties exceeding .75 acres but less than one acre, the maximum gross floor area shall be 1,200 square feet. On properties exceeding one acre, the maximum gross floor area shall be 1,400 square feet. Notwithstanding the foregoing, the gross floor area shall not exceed the total footprint of the residence.
- (3) All other structures or combinations of structures, which do not include a besides freestanding garages: A maximum gross floor area of 600 square feet.
- (4) Structures as described in subparagraphs (1) and (2) above may ~~May~~ be located within the rear yard subject to a five-foot side and rear setback.
- (5) Structures as described in subparagraphs (1) and (2) above may ~~May~~ be located within a side yard subject to meeting the required side and rear yard setbacks for the main building.
- (6) Structures as described in subparagraphs (1) and (2) above shall ~~Must~~ be situated a minimum 20 feet from a public or private right-of-way or improved alley.

- (7) Structures as described in subparagraphs (1) and (2) above shall~~May~~ not be located within any utility, sewer, drainage, access or walkway easement, where such easement is dedicated to the City or to public use.
- (8) Structures as described in subparagraphs (1) and (2) above shall have a~~A~~ maximum height of 15 feet.

B. RM district.

- (1) The RM District has no~~No~~ maximum number of freestanding garages~~structures~~, however, the aggregate floor area of all freestanding garages, greenhouses, gazebos, pergolas and other similar structures shall not exceed the aggregate footprint of the main buildings.
- (2) Freestanding garages, greenhouses, gazebos, pergolas and other similar structures may~~May~~ be located within the rear yard subject to a 10-foot side and rear setback.
- (3) A minimum 20 feet from a public or private right-of-way or improved alley is required for all freestanding garages, greenhouses, gazebos, pergolas and other similar structures.
- (4) Freestanding garages, greenhouses, gazebos, pergolas and other similar structures shall not be located~~Not~~ within any utility, sewer, drainage, access or walkway easement, where such easement is dedicated to the City or to public use.
- (5) Freestanding garages, greenhouses, gazebos, pergolas and other similar structures shall have a~~A~~ maximum height of 15 feet.

3. Storage Buildings and Greenhouses.

A. RS and RD districts shall be subject to the following:

- (1) A maximum two storage buildings, greenhouses or structures designed for other similar use, or any combination thereof, may be located within the rear yard.
- (2) Maximum 200 square feet gross floor area per structure.
- (3) Storage buildings, greenhouses and other similar structures shall have a~~A~~ minimum of five feet from the side and rear property line.
- (4) A minimum of 10 feet from a public or private right-of-way alley is required for all storage buildings, greenhouses, and other similar structures.
- (5) Storage buildings, greenhouses, and other similar structures shall not be located~~Not~~ within any utility, sewer, drainage, access or walkway easement, where such easement is dedicated to the City or to public use.
- (6) Storage buildings, greenhouses, and other similar structures shall have a~~M~~ maximum building height of 10 feet.

B. R-MH district shall be subject to the following:

- (1) A maximum one storage building, greenhouse or structure designed for other similar use, or any combination therefore, may be located on the same space as the manufactured home, and only in the side or rear yard.
- (2) A maximum of 144 square feet gross floor area is permitted for any such structure as described in subparagraph (1) above.

- (3) ~~Structures as described in subparagraph (1) above shall be located a~~A minimum of 10 feet from a public or private right-of-way alley.
- (4) ~~Structures as described in subparagraph (1) above shall not be located~~Not within any utility, sewer, drainage, access or walkway easement, where such easement is dedicated to the City or to public use.
- (5) ~~Structures as described in subparagraph (1) above shall have a~~maximumMaximum building height of 10 feet.

SECTION 4. REPEALER. All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 5. 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 6. 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 7. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First consideration on _____, 2025.

Two meetings prior to final consideration waived on _____, 2025.

Second and final consideration on _____, 2025.

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 _____, 2025.

TRACEY MULCAHEY, CITY CLERK

Ordinance No. 2025-05

**AN ORDINANCE AMENDING CHAPTERS 167 AND 169 OF THE
NORTH LIBERTY CODE OF ORDINANCES, GOVERNING
DEFINITIONS OF AND REGULATIONS FOR FENCES AND
ACCESSORY STRUCTURES AND USES**

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

SECTION 1. AMENDMENT OF ORDINANCE. Section 167.01 of the North Liberty Code of Ordinances, is amended to modify the definition “gross floor area” and add the definitions of “fence” and “shade structure”.

“Floor area, gross” means the sum of the horizontal areas of floors of a building measured from the exterior face of exterior walls or, if appropriate, from the centerline of dividing walls including, but not limited to courts, decks, porches when covered by a roof.

“Fence” means a vertical structure used to provide privacy, visual or otherwise, or for protection, to identify or demark boundaries, or for containment and/or confinement.

“Structure, Shade” means an attached or freestanding structure with a temporary or permanent roof and/or walls designed to provide protection from the sun and rain.

SECTION 2. AMENDMENT OF ORDINANCE. Subsection 9 of Section 169.04 of the North Liberty Code of Ordinances, is amended as follows:

9. Prohibited Fence Material.

The following fences are prohibited, except as provided in this chapter or for permitted agricultural residential gardening uses to protect against rodents, vermin, and pests:

- A. Metal fences with the exception of chain link, wrought iron, and simulated wrought iron
- B. Electrical fences or any kind of electrically charged fences
- C. Barbed wire, razor wire, spikes, nails, etc.
- D. Wood panel fence
- E. Plywood or oriented strand board (OSB)
- F. Pallets or any used repurposed material
- G. Cloth, fabric, canvas, plastic sheets, tarps, etc. as primary materials
- H. Chicken wire
- I. Snow fence, except as provided below

A snow fence may be erected on a temporary basis, not to exceed six months, to alleviate the adverse effects of drifting snow or to warn and prevent access to an area by

unauthorized persons. When erected on a temporary basis to prevent access of unauthorized persons to any area, a snow/safety fence shall be removed within 24 hours after the elimination of the reason for which the fence was erected originally.

SECTION 3. AMENDMENT OF ORDINANCE. Preamble and Subsections 1, 2 and 3 of Section 169.05 of the North Liberty Code of Ordinances, is amended as follows:

Accessory structures and uses shall occupy the same lot as the main use or building. No lot shall have an accessory structure or use without the principal use. No accessory structure shall be used as a dwelling unit. Accessory structures shall be constructed out of material intended for long-term exposure to the elements. Prohibited materials include, but are not limited to cloth, fabric, canvas, plastic sheets and tarps. Exceptions to the materials prohibition includes plastic for greenhouses and fabric and/or canvas for shade structures. Shipping containers are prohibited as an accessory structure.

1. Yard Encroachment.
No accessory building or use shall be located within any yard unless authorized by this Section and/or Section 169.08.
2. Freestanding Garages, Storage Buildings, Greenhouses, Gazebos, Pergolas, and other Similar Structures greater than 200 Square Feet Gross Floor Area.
 - A. RS, RD and ID districts shall be subject to the following:
 - (1) A maximum of one freestanding garage building, greenhouse, gazebo, pergola, or other similar structure greater than 200 square feet gross floor area.
 - (2) Freestanding garages or combination of structures, which include a freestanding garage: A maximum gross floor area of 850 square feet. RS district exception: on properties exceeding .5 acres but less than .75 acres, the maximum gross floor area shall be 1,000 square feet. On properties exceeding .75 acres but less than one acre, the maximum gross floor area shall be 1,200 square feet. On properties exceeding one acre, the maximum gross floor area shall be 1,400 square feet. Notwithstanding the foregoing, the gross floor area shall not exceed the total footprint of the residence.
 - (3) All other structures or combinations of structures, which do not include a freestanding garage: A maximum gross floor area of 600 square feet.
 - (4) Structures as described in subparagraphs (1) and (2) above may be located within the rear yard subject to a five-foot side and rear setback.
 - (5) Structures as described in subparagraphs (1) and (2) above may be located within a side yard subject to meeting the required side and rear yard setbacks for the main building.
 - (6) Structures as described in subparagraphs (1) and (2) above shall be situated a minimum 20 feet from a public or private right-of-way or improved alley.

- (7) Structures as described in subparagraphs (1) and (2) above shall not be located within any utility, sewer, drainage, access or walkway easement, where such easement is dedicated to the City or to public use.
 - (8) Structures as described in subparagraphs (1) and (2) above shall have a maximum height of 15 feet.
 - B. RM district.
 - (1) The RM District has no maximum number of structures, however, the aggregate floor area of all freestanding garages, greenhouses, gazebos, pergolas and other similar structures shall not exceed the aggregate footprint of the main buildings.
 - (2) Freestanding garages, greenhouses, gazebos, pergolas and other similar structures may be located within the rear yard subject to a 10-foot side and rear setback.
 - (3) A minimum 20 feet from a public or private right-of-way or improved alley is required for all freestanding garages, greenhouses, gazebos, pergolas and other similar structures.
 - (4) Freestanding garages, greenhouses, gazebos, pergolas and other similar structures shall not be located within any utility, sewer, drainage, access or walkway easement, where such easement is dedicated to the City or to public use.
 - (5) Freestanding garages, greenhouses, gazebos, pergolas and other similar structures shall have a maximum height of 15 feet.
- 3. Storage Buildings and Greenhouses.
 - A. RS and RD districts shall be subject to the following:
 - (1) A maximum two storage buildings, greenhouses or structures designed for other similar use, or any combination thereof, may be located within the rear yard.
 - (2) Maximum 200 square feet gross floor area per structure.
 - (3) Storage buildings, greenhouses and other similar structures shall have a minimum of five feet from the side and rear property line.
 - (4) A minimum of 10 feet from a public or private right-of-way alley is required for all storage buildings, greenhouses, and other similar structures.
 - (5) Storage buildings, greenhouses, and other similar structures shall not be located within any utility, sewer, drainage, access or walkway easement, where such easement is dedicated to the City or to public use.
 - (6) Storage buildings, greenhouses, and other similar structures shall have a maximum building height of 10 feet.
 - B. R-MH district shall be subject to the following:
 - (1) A maximum one storage building, greenhouse or structure designed for other similar use, or any combination therefore, may be located on the same space as the manufactured home, and only in the side or rear yard.
 - (2) A maximum of 144 square feet gross floor area is permitted for any such structure as described in subparagraph (1) above.

- (3) Structures as described in subparagraph (1) above shall be located a minimum of 10 feet from a public or private right-of-way alley.
- (4) Structures as described in subparagraph (1) above shall not be located within any utility, sewer, drainage, access or walkway easement, where such easement is dedicated to the City or to public use.
- (5) Structures as described in subparagraph (1) above shall have a maximum building height of 10 feet.

SECTION 4. REPEALER. All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 5. 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 6. 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 7. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First consideration on February 11, 2025.

Second consideration on

Third consideration and adoption 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. _____ in the Cedar Rapids *Gazette* on the ____ day of _____, 2025.

TRACEY MULCAHEY, CITY CLERK



Additional Information



To North Liberty Mayor and City Council Members
CC Ryan Heiar, City Administrator
From Brian Platz, Fire Chief
Date February 20th, 2025
Re Fire Department Report to Council – February 2025

As we start each new year, we attempt to identify a slogan that we can integrate into our daily approach. This year we chose “the little things matter”. This slogan speaks to how we stow our gear, how we train, a renewed emphasis on ensuring that trucks are maintained and inventoried, how we can reduce wear and tear on equipment, how we can better deploy our resources, how we treat each other, etc. It’s a slogan that shakes hands with all that we do, and we’re trying to uncover ***the little things*** that we can do better.

A few items to brief you on...

We continue to plan for a badge and bugle pinning ceremony, scheduled for April 13th at 10:30am. Seven of our new members will be receiving their badges following the first year with the NLFD. We also have three new fire officers, two at the rank of lieutenant and one at the rank of captain, that will be receiving their collar bugles. Proudly, we will also present three of our members with the lifesaving award for their actions to save two children trapped in an apartment fire. This will be a great opportunity to celebrate our successes this past year. We hope some of you can join us.

We just went through an orientation process that brought 11 new members into the department. Chief Schmooke and Capt. Humston installed a group that includes two part time, six paid per call, and three EMS responders – picture below. We now must put each group through a specific training program to ensure proficiency before allowing them to respond to the needs of the public. New members inject energy into the organization, and we are excited that they are finally here.





North Liberty Fire Department 2025 Monthly/YTD Response Report

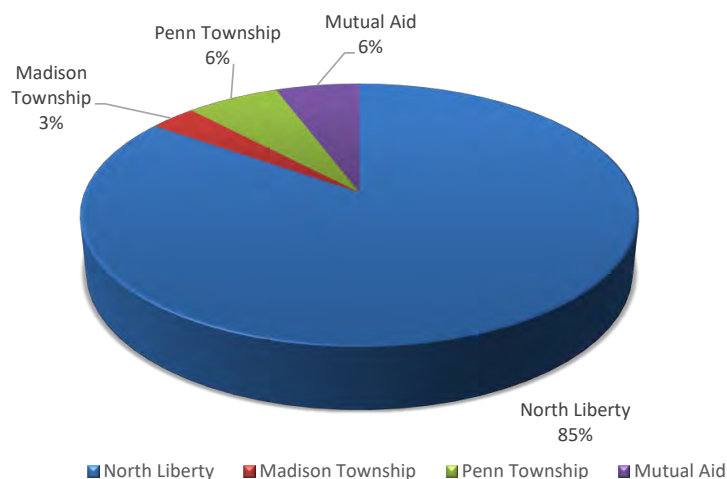
North Liberty Fire Department Responses By Fire District

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
North Liberty	133												133	84.71%
Madison Township	5												5	3.18%
Penn Township	10												10	6.37%
Mutual Aid	9												9	5.73%
Total Responses	157												157	

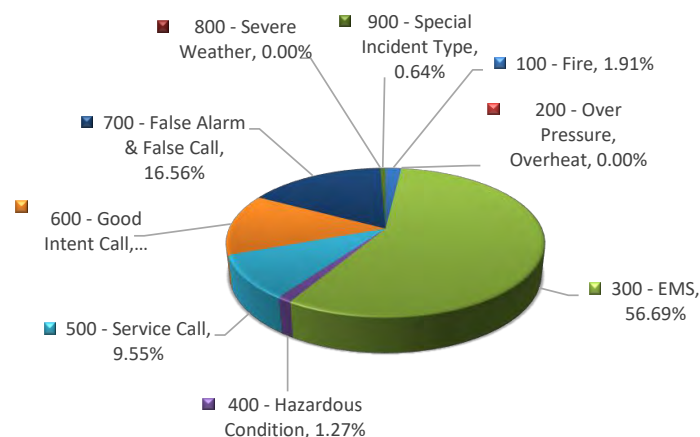
North Liberty Fire Department Responses By Type of Incident

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
100 - Fire	3												3	1.91%
200 - Over Pressure, Overheat														
300 - EMS	89												89	56.69%
400 - Hazardous Condition	2												2	1.27%
500 - Service Call	15												15	9.55%
600 - Good Intent Call	21												21	13.38%
700 - False Alarm & False Call	26												26	16.56%
800 - Severe Weather														
900 - Special Incident Type	1												1	0.64%
Total Responses	157												157	

2024 District Responses YTD
(Rounded Percentage)



2024 Type of Incidents YTD
(Percentage)





North Liberty Fire Department 2024 Monthly/YTD Response Report

North Liberty Fire Department Responses By Risk Management Zone

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
1000 - Mutual Aid	9												9	5.73%
1001 - City of North Liberty	6												6	3.82%
1002 - City of North Liberty	10												10	6.37%
1003 - City of North Liberty	35												35	22.29%
1004 - City of North Liberty	22												22	14.01%
1005 - City of North Liberty	26												26	16.56%
1006 - City of North Liberty	1												1	0.64%
1007 - City of North Liberty	11												11	7.01%
1008 - City of North Liberty	22												22	14.01%
1009 - Madison Township	5												5	3.18%
1010 - Penn Township	10												10	6.37%
	157												157	

