



**North Liberty City Council
Regular Session
July 12, 2022**



City Administrator Memo



To **Mayor and City Council**
From **Ryan Heiar, City Administrator**
Date **July 8, 2022**
Re **City Council Agenda July 12, 2022**

Consent Agenda

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

- City Council Minutes (06/28/22)
- Claims
- Pay Application #2, Jones Boulevard Improvements Project, Schrader Excavating & Grading, \$356,400.97
- Pay Application #17, Ranshaw Way Phase 5 Project, Peterson Contractors, Inc., \$140,547.93

Meetings & Events

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

Monday, Jul 18 at 4:30p.m.
Joint Government Meeting

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

Library Board Appointment

Earlier this month, Heidi Wood resigned her post from the Library Board. Given that board applications were just solicited in June, the Mayor is recommending Brady Bird, who previously applied for the position, be appointed to fill the newly vacant seat on the Board.

The Preserve Part 3

The Preserve Part Three Preliminary Plat – located on the south side of Denison Avenue east of Brook Ridge Avenue – consists of 34 residential lots on 9.79 acres. This portion of the subdivision includes 18 RS-9 zoned lots and 12 RS-6 zoned lots, both within a similar geographic area. The Preserve is a good example of a subdivision offering a range of housing types, styles and lot sizes. A good neighbor meeting was held on April 14 and no surrounding property owners attended. The Planning Commission recommended approval of the Preliminary Plat at its July 5 meeting. Staff also recommends approval.

FY23 Social Service Grants

The agenda includes two resolutions, each one allocating funds to local social service agencies. The first is a resolution approving a \$20,000 grant to the North Liberty Community Pantry. This action is separate from the other funding approvals so that Councilor Erik Sittig, who is the current chair of the Pantry Board, can abstain from this vote. The second resolution approves funding for the remaining 19 social service groups. The allocations for each organization have been determined by Council consensus at the

June 28 meeting and are identified in the table below. Staff recommends approval of both resolutions.

FY23 Social Service Funding Requests & Approved Allocations

Agency	Program	Requested	Funded
4Cs Community Coordinated Child Care	Childcare Workforce Development Program	\$ 19,440.00	\$ 5,000.00
Big Brothers Big Sisters of Johnson County	Stop the Wait	\$ 13,651.00	\$ 8,000.00
Center for Worker Justice of Eastern Iowa	Sewing Workshop for North Liberty Residents	\$ 14,300.37	\$ -
CommUnity Crisis Services and Food Bank	Improving Housing Security for North Liberty Families	\$ 15,000.00	\$ 11,800.00
Corridor Community Action Network	CCAN Clothes Cruise, Free Mobile Clothing Closet	\$ 4,784.50	\$ 2,000.00
Domestic Violence Intervention Program	Support for Victim-survivors	\$ 7,500.00	\$ 7,000.00
Friends of the Center	Senior Focused Programs & Services for NL Residents	\$ 6,869.00	\$ 7,000.00
Girls on the Run of Eastern Iowa	Girls on the Run North Liberty Program Support	\$ 3,200.00	\$ 3,200.00
Meals on Wheels of Johnson County, Aging Services	North Liberty Meals on Wheels, snow removal	\$ 15,000.00	\$ 10,000.00
Houses into Homes	Volunteer Coordinator	\$ 8,750.00	\$ 8,000.00
Housing Trust Fund of Johnson County	HTFJC Revolving Loan Fund/Homeowner Rehabilitation	\$ 25,000.00	\$ 20,000.00
Foundation for the Iowa City Community School District	Any Given Child, Fine Arts Programming	\$ 5,000.00	\$ 5,000.00
Iowa City Free Medical and Dental Clinic	Free Clinic Services for Uninsured Residents of North Liberty	\$ 5,000.00	\$ 5,000.00
Iowa Legal Aid	Family Stabilization in North Liberty	\$ 5,000.00	\$ 5,000.00
Iowa City Sober Living	Startup expenses for ICSL	\$ 5,000.00	\$ -
North Liberty Community Pantry	Annual Pantry Operations	\$ 20,000.00	\$ 20,000.00
Iowa Matrix	I AM AWARE 2022/2023 Training Series Capacity Building for the Resiliency Center	\$ 25,000.00	\$ 2,000.00

Rape Victim Advocacy Program	Sexual Assault Prevention Education	\$ 4,000.00	\$ 3,500.00
Shelter House	Emergency Shelter	\$ 10,000.00	\$ 10,000.00
Table to Table	Table to Table Food Distribution to reduce food insecurity	\$ 7,000.00	\$ 7,000.00
The Arc of Southeast Iowa	Camp/Group Respite Programming	\$ 2,000.00	\$ 2,000.00
United Action for Youth	Positive Youth Development & Mental Health Services	\$ 8,500.00	\$ 8,500.00
Total		\$ 229,994.87	\$ 150,000.00

Depository Resolution

Staff recommends updating the City's depository resolution to reflect the name change of Great Western Bank to First Interstate Bank. Other than the name change, no other revisions are proposed.

2022A Bond Sale

The 2022 bond sale will be in an amount not to exceed \$9.4 million for the following projects:

Ranshaw Way, Phase 5 (series 1 of 2)	\$4,500,000
SW Utilities Project	\$4,300,000
Forevergreen Road Trail	\$120,000
Capitalized Interest & Fees	\$480,000
	\$9,400,000

The agenda includes a resolution setting the date for the sale of the bonds and approving the Official Statement (OS). Council is asked to review and offer comment on the OS prior to its approval on Tuesday. The current schedule anticipates a sale date of July 26 and a loan closing date of August 10. Staff recommends approval of the resolution.

GRD Burleson, LLC Annexation

GRD Burleson, LLC. is requesting annexation of 7.65 acres – east side of North Liberty Road south of South Dubuque Street – into the city. It is anticipated that this property would be combined with recently annexed property directly to the north to facilitate a potential mixed-use development. This annexation is consistent with the annexation agreement with Coralville. City water and sanitary sewer services are immediately available to the site and all other typical city services will be provided upon annexation. All

required notifications have been made and no objections to the annexation have been received. Staff recommends approval of the annexation.

Parking Resolution

The City received a citizen request to remove on street parking from one side of Sara Court. Staff is generally in favor of limiting on-street parking to one side of a street primarily for easier snow clearing and emergency service access. Staff worked through the area Neighborhood Ambassador to solicit feedback about the request. The Neighborhood Ambassador has indicated that there was support for the removal of on-street parking on the south and west side of Sara Court. This is another example of how the Neighborhood Ambassador Program fosters communication between the City and residents. Staff recommends approval of the resolution.

Greenbelt Trail Part Two

The public improvements for Greenbelt Trail, Part Two, which includes 50 residential lots adjacent to North Liberty Road, have been completed and inspected. The subdivision includes 30 RS-6 zoned lots and 20 RD-10 zoned lots (40 units). The final plat is consistent with the approved preliminary plat and is recommended for approval by staff. Also recommended for approval are related storm water management and escrow agreements.

Park Speed Limits Ordinance Amendment, Second Reading

With the completion of the Centennial Park Loop Road project, staff has reevaluated the park speed limit ordinance and is recommending reducing the speed limits from 15 mph to 10 mph in all City parks. The proposed change is also applicable to public parking lots, such as the community center and Penn Meadows Park.

Mobile Food Units Ordinance, Third & Final Reading

This is a staff-initiated Ordinance, which would transform the current, antiquated temporary outdoor eating establishment regulations to mobile food units. Mobile food units include food trucks, food carts and ice cream trucks. Some major challenges with the current ordinance include a maximum of 10 licenses at any given time and maximum license period of 240 consecutive days. Staff researched other similar ordinances to learn best practices and to incorporate North Liberty-centric regulations. There would be no maximum number of licenses and the license period would be per calendar year. In order to minimize duplicative regulations, mobile food units associated with a permitted special event would **not** be required to obtain separate approval. Staff recommends approval of this ordinance amendment.



Agenda



City Council
July 12, 2022
6:30 p.m.
Regular Session
Council Chambers
1 Quail Creek Circle

1. Call to order
2. Roll call
3. Approval of the Agenda
4. Consent Agenda
 - A. City Council Minutes, Regular Session, June 28, 2022
 - B. Claims
 - C. Ranshaw Phase 5, Pay Application Number 17, Peterson Contractors, Inc. \$140,547.93
 - D. Jones Boulevard Improvements Project, Pay Application Number 2, Schrader Excavating & Grading, \$356,400.97
5. Public Comment
6. City Engineer Report
7. City Administrator Report
8. Mayor Report
9. Council Reports
10. Library Board Appointment
 - A. Affirming Mayoral appointment to the Library Board
11. The Preserve Part 3 Preliminary Plat
 - A. Staff and Commission recommendations
 - B. Applicant presentation
 - C. Resolution Number 2022-67, A Resolution approving the Preliminary Plat for The Preserve – Part Three, North Liberty, Iowa
12. FY 23 Social Service Grant Funding Applications
 - A. Resolution Number 2022-68, A Resolution approving the Social Services Fund Agreement between the City of North Liberty and the North Liberty

Community Pantry (NLCP), a Division of the North Liberty United Methodist Church for Fiscal Year 23

- B. Resolution Number 2022-69, A Resolution approving the Social Services Funding Agreements between the City of North Liberty and various Social Service Providers for Fiscal Year 23

13. Depository Resolution

- A. Resolution Number 2022-70, A Resolution designating Hills Bank & Trust Company, Midwest One, Green State Credit Union, First Interstate Bank, Collins Community Credit Union, Two Rivers Bank & Trust and US Bank as depositories for public funds belonging to the City of North Liberty, Iowa

14. 2022A Bond Sale

- A. Resolution Number 2022-71, A Resolution setting the date for the sale of General Obligation Corporate Purpose Bonds, Series 2022A and authorizing the use of a preliminary official statement in connection therewith

15. GRD Burlison, LLC Annexation

- A. Public hearing regarding proposed annexation of property owned by GRD Burlison, LLC
- B. Resolution Number 2022-72, A Resolution approving annexation of certain property to the City of North Liberty, Iowa

16. Parking Resolution

- A. Resolution Number 2022-73, A Resolution approving Parking Control Devices in North Liberty, Iowa

17. Greenbelt Trail Part Two

- A. Resolution Number 2022-74, A Resolution approving the Final Plat and accepting improvements for Greenbelt Trail – Part Two, North Liberty, Iowa
- B. Resolution Number 2022-75, A Resolution approving the Storm Water Management Facilities Maintenance Agreement and Easement between the City of North Liberty and Greenbelt Trail, L.L.C. that establishes the terms and conditions under which stormwater management facilities will be maintained for Greenbelt Trail Part Two Subdivision in the City of North Liberty, Iowa
- C. Resolution Number 2022-76, A Resolution approving the Escrow Agreement for Greenbelt Trail Part Two Subdivision between the City of North Liberty and Greenbelt Trail L.L.C.

18. Park Speed Limits

A. Second consideration on Ordinance Number 2022-13, An Ordinance amending the Traffic Speed Regulations for Parks, Cemeteries and Parking Lots

19. Mobile Food Units Ordinance

A. Third consideration and adoption of Ordinance Number 2022-12, An Ordinance amending Chapter 124 of the North Liberty Code of Ordinances by replacing Licensing and Temporary Outdoor Eating Establishments with Licensing and Regulations of Mobile Food Units

20. Old Business

21. New Business

22. Adjournment



Consent Agenda

City Council
June 28, 2022
Regular Session

Call to order

Mayor Chris Hoffman called the June 28, 2022, Regular Session of the North Liberty City Council to order at 6:30 p.m. Councilors present: Ashley Bermel, RaQuishia Harrington, EreK Sittig, Brent Smith, and Brian Wayson.

Others present: Ryan Heiar, Tracey Mulcahey, Grant Lientz, Kaila Rome, Missie Forbes, Tyson Wirth, Kaille Simmons, Sara Barth, Kristi Doser, LaTasha De Loach, Abbie Reuter, Sofia DeMartino, Lindsay Glynn, Lucy Barker, Ellen McCabe, Susan Brennan, Barbara Vinograde, Jim Kringlen, Merilee Ramsey, Stacia Rath, Adam Robinson, Mark Sertterh, Nicki Ross, Chelsey Markle, Genevieve Anglin, and other interested parties.

Approval of the Agenda

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

Consent Agenda

Bermel moved, Wayson seconded to approve the Consent Agenda including the City Council Minutes from the Regular Session on June 14, 2022; the attached list of claims, Liquor License Application for Copper Boar Restaurant; FY 2023 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for J & A Tap; FY 2023 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for LD Express; FY 2023 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Liberty View Wine & Spirit; FY 2023 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for The Station II LLC; FY 2023 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Urban Fuel LLC; FY 2023 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Casey's General Store #2788, 595 N. Kansas Avenue; FY 2023 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Casey's General Store #2479, 625 W. Zeller Street; FY 2023 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for The Depot North Liberty LLC; FY 2023 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Fareway Stores, Inc. #993; FY 2023 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Smokin' Joe's Tobacco & Liquor Outlet #12; FY 2023 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Johncy's Liquor Store; FY 2023 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Kum & Go #507; FY 2023 Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Walgreens #11710; North Dubuque Street Project, Pay Application Number 3, All American Concrete, Inc., \$154,905.49; Police Department Project, Change Order Number 11, Tricon General Construction, Inc., \$10,061.73; Aquatic Center Pool Heater Replacement Project, Change Order #3, Tricon General Construction, Inc., \$25,283.10; Ranshaw Way Phase 5 Project, Peterson Contractors Inc., Change Order Number 11, \$44,780.24; Ranshaw Way Phase 5 Project, Peterson

Contractors, Inc., Pay Application Number 16, \$293,337.31; Centennial Park Loop Drive Improvements Project, All American Concrete, Pay Application Number 6, \$26,292.83; Centennial Park Loop Drive Improvements Project – Final Acceptance. The vote was all ayes. Consent Agenda approved.

Public Comment

No public comment was offered.

City Administrator Report

City Administrator Heiar reported that the preconstruction meeting for the Community Center Roof Project was held. The contractor will be starting August 1. The roof should be completed by the end of September. No closures will be required. The 2022A Bond Sale Preliminary Official Statement was sent to Council for review. Heiar explained the ask of Council. He reported on the volunteer shortage at Blues & BBQ on July 9 for evening shifts.

Mayor Report

Mayor Hoffman reported that he Heiar, Bermel met with Representative Marianne Miller-Meeks this week to discuss immigration issues.

Council Reports

Councilor Wayson expressed appreciation for the Fire Department and Police Department arriving quickly to an accident. He assured the community that the response capability is there.

FY 23 Social Service Grant Funding Applications

The North Liberty Community Pantry's representative Kaila Rome presented information on their application. Council discussed the application with Rome. \$20,000 was recommended for the organization.

4 C's Community Coordinated Child Care representative Missie Forbes presented information on their application. Council discussed the application with Forbes.

Big Brothers Big Sisters of Johnson County's representative Tyson Wirth presented information on their application. Council discussed the application with Wirth.

Center for Worker Justice of Eastern Iowa's representative Kaille Simmons presented information on their application. Council discussed the application with Simmons.

CommUnity Crisis Services and Food Bank's representative Sara Barth presented information on their application. Council discussed the application with Barth.

Corridor Community Action Network did not have a representative present. Council discussed the application.

Domestic Violence Intervention Program's representative Kristie Doser presented information on their application. Council discussed the application with Doser.

Friends of the Center's representative LaTasha DeLoach presented information on their application. Council discussed the application with DeLoach.

Girls on the Run of Eastern Iowa's representative Abbie Reuter (present by phone) presented information on their application. Council discussed the application with Reuter.

Meals on Wheels of Johnson County, Aging Services' representatives Sofia DeMartino and Lindsay Glynn presented information on their application. Council discussed the application with DeMartino and Glynn.

Houses into Homes' representatives Lucy Barker presented information on their application. Council discussed the application with Barker

Housing Trust Fund of Johnson County's representative Ellen McCabe presented information on their application. Council discussed the application with McCabe.

The Foundation for the Iowa City Community School District's representative Susan Brennan presented information on their application. Council discussed the application with Brennan.

The Iowa City Free Medical and Dental Clinic's representative Barbara Vinograde presented information on their application via phone. Council discussed the application with Vinograde.

Iowa Legal Aid's representative Jim Kringlen presented information on their application. Council discussed the application with Kringlen.

Iowa City Sober Living's representative Merrilee Ramsey presented information on their application. Council discussed the application with Ramsey.

Iowa Matrix's representative Stacia Rath presented information on their application. Council discussed the application with Rath.

Rape Victim Advocacy's representative Adam Robinson presented information on their application. Council discussed the application with Robinson.

Shelter House's representative Mark Sertterh presented information on their application. Council discussed the application with Sertterh.

Table to Table's representative Nicki Ross presented information on their application. Council discussed the application with Ross.

The Arc of Southeast Iowa's representative Chelsey Markle presented information on their application. Council discussed the application with Markle.

United Action for Youth's representative Genevieve Anglin presented information on their application. Council discussed the application with Anglin.

The following consensus was reached. This will be on the next agenda along with a separate consideration of the North Liberty Community Pantry's award.

Organization	Amount
4 C's Community Coordinated Child Care	\$5,000
Big Brothers Big Sisters of Johnson County	8,000
Center for Worker Justice of Eastern Iowa	-
CommUnity Crisis Services and Food Bank	11,800
Corridor Community Action Network	2,000
Domestic Violence Intervention Program	7,000
Friends of the Center	7,000
Girls on the Run of Eastern Iowa	3,200
Meals on Wheels of Johnson County, Aging Services	10,000
Houses into Homes	8,000
Housing Trust Fund of Johnson County	20,000
Foundation for the Iowa City Community School District	5,000
Iowa City Free Medical and Dental Clinic	5,000
Iowa Legal Aid	5,000
Iowa City Sober Living	-
Iowa Matrix	2,000
Rape Victim Advocacy Program	3,500
Shelter House	10,000
Table to Table	7,000
The Arc of Southeast Iowa	2,000
United Action for Youth	8,500
Total	130,000

Center for Worker Justice

Sittig moved, Harrington seconded to approve Resolution Number 2022-65, A Resolution approving the Social Services Funding Agreement between the City of North Liberty and the Center for Worker Justice of Eastern Iowa (CWJ). After discussion, the vote was: ayes – Wayson, Sittig, Bermel, Smith, Harrington; nays – none. Motion carried.

Watts Annexation

Bermel moved, Harrington seconded to approve Resolution Number 2022-58, A Resolution approving Annexation of Certain Property to the City of North Liberty, Iowa. After discussion, the vote was: ayes – Smith, Bermel, Sittig, Harrington, Wayson; nays – none. Motion carried.

2022A Bond Sale

Mayor Hoffman opened the Public Hearing on proposal to enter into a General Obligation Loan Agreement at 9:08 p.m. No oral or written comments were received. The public hearing was closed.

Harrington moved, Smith seconded Resolution Number 2022-59, A Resolution authorizing and taking additional action on proposal to enter into General Obligation Loan Agreement. After discussion, the vote was: ayes – Smith, Harrington, Sittig, Bermel, Wayson; nays – none. Motion carried.

FY 23 Salary Resolution

Sittig moved, Smith seconded to approve Resolution Number 2022-60, A Resolution authorizing salaries and hourly wages for City employees for the Fiscal Year of July 1, 2022 through June 30, 2023. The vote was: ayes – Wayson, Smith, Sittig, Harrington, Bermel; nays – none. Motion carried.

Tobacco Citations

Bermel moved, Wayson seconded to approve Resolution Number 2022-61, A Resolution accepting payment of \$300.00 Civil Penalty from Liberty Doors, Inc. Lientz presented information on the tobacco citations. After discussion, the vote was: ayes – Harrington, Bermel, Wayson, Smith, Sittig; nays – none. Motion carried.

Wayson moved, Sittig seconded to approve Resolution Number 2022-62, A Resolution accepting payment of \$300.00 Civil Penalty from The Station, LLC. The vote was: ayes- Harrington, Smith, Sittig, Bermel, Wayson; nays – none. Motion carried.

Smith moved, Bermel seconded to approve Resolution Number 2022-63, A Resolution accepting use of Section 453A.22(3) Affirmative Defense to Tobacco Civil Penalty by Kum & Go, L.C. The vote was: ayes – Wayson, Bermel, Sittig, Harrington, Smith; nays – none. Motion carried.

Heritage Drive Stormwater Project

Sittig moved, Wayson seconded to approve Resolution Number 2022-64, A Resolution approving the Services Agreement between the City of North Liberty and Shive-Hattery, Inc. for the Heritage Drainage Improvements Project. The vote was: ayes – Wayson, Smith, Bermel, Harrington, Sittig; nays – none. Motion carried.

Park Speed Limits

At 9:15 p.m., Mayor Hoffman opened the Public Hearing regarding proposed amendment to speed limits in City parks. No oral or written comments were received. The public hearing was closed.

Smith moved, Sittig seconded to approve the first consideration on Ordinance Number 2022-13, An Ordinance amending the Traffic Speed Regulations for Parks, Cemeteries and Parking Lots. The vote was: ayes – Wayson, Sittig, Bermel, Harrington, Smith; nays – none. Motion carried.

Mobile Food Units Ordinance

Harrington moved, Wayson seconded to approve the second consideration of Ordinance Number 2022-12, An Ordinance amending Chapter 124 of the North Liberty Code of Ordinances by replacing Licensing and Temporary Outdoor Eating Establishments with Licensing and Regulations of Mobile Food Units. The vote was: ayes – Sittig, Smith, Harrington, Bermel, Wayson; nays – none. Motion carried.

The Preserve Rezoning

Wayson moved, Bermel seconded to approve the third consideration and adoption of Ordinance Number 2022-11, An Ordinance amending Chapter 167 of the North Liberty Code of Ordinances by amending the use regulations on property located in North Liberty, Iowa to those set forth in the Municipal Code for the RS-9 Single-Unit Residence District. The vote was: ayes – Harrington, Wayson, Sittig, Bermel, Smith; nays – none. Motion carried.

Old Business

No old business was presented.

New Business

No new business was presented.

Adjournment

Smith moved, Harrington seconded to adjourn at 9:18 p.m. The vote was all ayes. Meeting adjourned.

CITY OF NORTH LIBERTY

By: _____
Chris Hoffman, Mayor

Attest: _____
Tracey Mulcahey, City Clerk

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:	City of North Liberty 3 Quail Creek Circle P.O. Box 77 North Liberty, Iowa 52317	PROJECT:	Ranshaw Way Phase 5 Improvements STP-U-5557(622)--70-52	APPLICATION NO:	17	Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> ENGINEER
FROM				PERIOD TO:	7/2/22	
CONTRACTOR:	Peterson Contractors, Inc. 104 Blackhawk Street, P.O. Box A Reinbeck, Iowa 50669	VIA ENGINEER:	Shive-Hattery, Inc. 2839 Northgate Drive Iowa City, Iowa 52245	PROJECT NO.:	STP-U-5557(622)--70-52	
				CONTRACT ID:	52-5557-622	
				LETTING DATE:	4/20/21	

CONTRACT FOR: Ranshaw Way Phase 5 Improvements

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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.

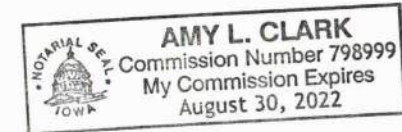
1. ORIGINAL CONTRACT SUM	\$	<u>7,882,878.58</u>
2. Net Change by Change Orders	\$	<u>190,861.13</u>
3. CONTRACT SUM TO DATE	\$	<u>8,073,739.71</u>
4. TOTAL COMPLETED & STORED TO DATE	\$	<u>7,395,378.54</u>
5. RETAINAGE 3 % of Completed Work & Stored Material	\$	<u>30,000.00</u>
6. TOTAL EARNED LESS RETAINAGE	\$	<u>7,365,378.54</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	<u>7,224,830.61</u>
8. CURRENT PAYMENT DUE	\$	<u>140,547.93</u>

CONTRACTOR: Peterson Contractors, Inc.

By: [Signature] Date: 7-6-22

State of: Iowa
County of: Grundy
Subscribed and sworn to before me this 6th day of July 2022

Notary Public: [Signature]
My Commission expires: 8-30-22



9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 708,361.17
(This amount will decrease, as Change Orders do not yet reflect items deleted or decreased in quantity - see summary sheet for est. final totals)

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ **140,547.93**

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

ENGINEER: [Signature]
By: _____

Date: **07 / 06 / 22**

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 531,655.75	\$ 340,794.62
Total approved this Month	\$ -	\$ -
TOTALS	\$ 531,655.75	\$ 340,794.62
NET CHANGES by Change Order	\$ 190,861.13	\$ -

AIA Type Document
Application and Certification for Payment

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

PROJECT: Jones Boulevard Improvements

APPLICATION NO: 2
PERIOD TO: 6/30/2022

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Schrader Excavating & Grading
300 Hwy 151 E
P.O. Box 270
Walford, IA 52351

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO: 1219850

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	2,238,571.48
2. Net Change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	2,238,571.48
4. TOTAL COMPLETED AND STORED TO DATE	\$	410,885.29
5. RETAINAGE:		
a. 5.00 % of Completed Work	\$	20,544.29
b. 0.00 % of Stored Material	\$	0.00
Total retainage (Line 5a + 5b)	\$	20,544.29
6. TOTAL EARNED LESS RETAINAGE	\$	390,341.00
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	33,940.03
8. CURRENT PAYMENT DUE	\$	356,400.97
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	1,848,230.48

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

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

CONTRACTOR: Schrader Excavating & Grading
300 Hwy 151 E P.O. Box 270
Walford, IA 52351

By: Shane Schrader Date: 7-1-22
Shane Schrader / Project Manager

State of: IA

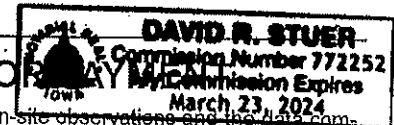
County of: Linn

Subscribed and Sworn to before me this 1st Day of July 2022

Notary Public: [Signature]

My Commission Expires : 3-23-24

ARCHITECT'S CERTIFICATE FOR PAYMENT



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

AMOUNT CERTIFIED: \$ 356,400.97

(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 to the amount certified.)

ARCHITECT: [Signature] Date: 7/5/2022

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



Library Board Appointment

From: [Brady Bird](#)
To: [Tracey Mulcahey](#)
Subject: [EXTERNAL] Board & Commission Application: Brady Bird
Date: Sunday, April 3, 2022 9:03:26 PM

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

Name
Brady Bird
I would like to serve on the
<ul style="list-style-type: none">• Library Board of Trustees
Address
645 Rebecca St North Liberty, Iowa 52317 United States Map It
Phone
(515) 423-4525
Email
drbrady@theadjustedfamily.com
Place of employment
The Adjusted Family Chiropractic
Position
Owner/Chiropractor
Are you a North Liberty resident?
Yes
Are you 18 years of age or older?
Yes
Gender
Male
Length of North Liberty residency
5 Years
Please give a brief statement of why you would like serve on this Board or Commission

I have been more and more impressed with the North Liberty Library's commitment to serving the community, especially now as the parent of a young child who has grown to love the library. Through the Iowa City Area Business Partnership, I've grown familiar with a few members of the staff and have participated as a guest on the library's Love, Light, and Lit podcast. With my experience serving on boards in the past, including a previous city's Chamber of Commerce Board of Directors, as well as my personal and professional commitment to promoting the health and well-being of our community, I feel I would be an asset to the Library Board of Trustees.

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

No 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:

Over the past few years, I have worked to put myself in a position to volunteer in my community in ways that will make a difference. Thanks to my recent shift to owning and operating my business, I am willing and able (and very excited) to commit to this role. As I previously noted, my professional involvement in community service has readied me to be an effective member. On a personal note, I grew up with a father who was a city administrator for 28 years, so I had a front row seat for most of my childhood and young adult life in recognizing the actions of those who are truly willing to put the community first.

Thank you for your consideration, and be well.



Solomon Holdings



The Preserve Part 3 Preliminary Plat



July 5, 2022

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

Re: Request of Watts Development Group, Inc. to approve a Preliminary Subdivision Plat for a 39 lot subdivision on 9.79 acres, more or less, on property located on the south side of Denison Avenue approximately 450 feet east of Brook Ridge Avenue.

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its July 5, 2022 meeting. The Planning Commission took the following action:

Findings:

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

Recommendation:

The Planning Commission accepted the two listed findings and forwards the request to approve the Preliminary Subdivision Plat to the City Council with a recommendation for approval.

The vote for approval was 7-0.

Josey Bathke, Vice Chairperson
City of North Liberty Planning Commission



To **City of North Liberty Planning Commission**
From **Ryan Rusnak, AICP**
Date **June 30, 2022**
Re **Request of Watts Development Group, Inc. to approve a Preliminary Subdivision Plat for a 39 lot subdivision on 9.79 acres, more or less, on property located on the south side of Denison Avenue approximately 450 feet east of Brook Ridge Avenue.**

North Liberty City staff has reviewed the subject submission, and offer comments presented in this memo. The staff review team includes the following personnel:

Ryan Heiar, City Administrator
Tracey Mulcahey, Assistant City Administrator
Grant Lientz, City Attorney
Tom Palmer, City Building Official
Kevin Trom, City Engineer
Ryan Rusnak, Planning Director

1. Request Summary:

This preliminary plat amends a portion of The Preserve subdivision to account, in part, for the anticipated approval of the RS-9 zoning.

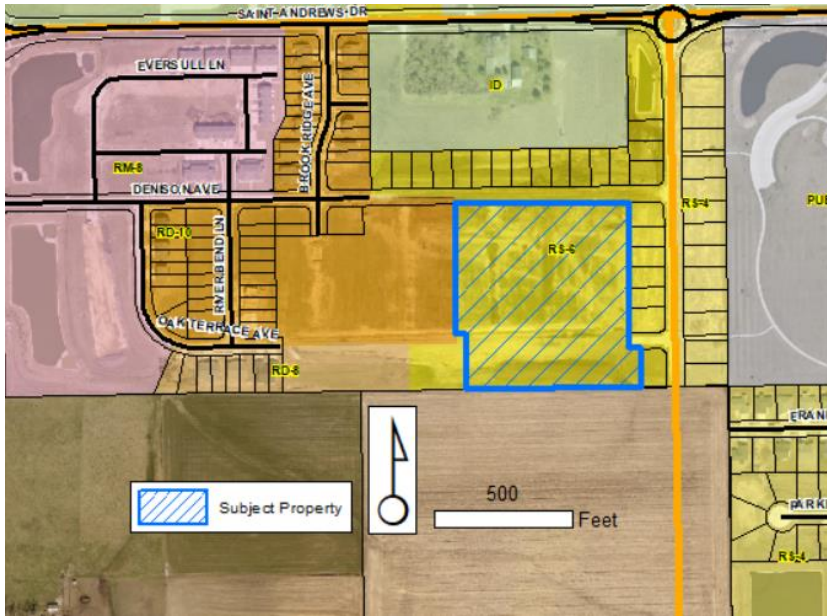
2. Current and Proposed Zoning:

RS-6 Single-Unit Dwelling District.

The RS-6 District is intended to provide for and maintain moderate density single-unit residential neighborhoods. Limited non-residential uses that are compatible with the surrounding.

RS-9 Single-Unit Dwelling District.

RS-9 Single-Unit Residence District. The RS-9 District is intended to provide for and maintain high-density single-unit residential neighborhoods. Limited non-residential uses that are compatible with the surrounding residential neighborhoods may be permitted in the RS-9 District.



3. Consistency with Comprehensive Plan:

Land Use Plan designation: Residential.



4. Public Input:

A good neighbor meeting was held on April 14, 2022. One person outside of City staff and the applicant attended and just had general questions about the housing type and market trends. To date, staff has not received any formal objection to the request.

4. Approval Standards:

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

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

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

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

This has been provided on the Preliminary Plat.

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

This has been provided on the Preliminary Plat.

(3) *Legal description and acreage;*

This has been provided on the Preliminary Plat.

(4) *Name and address of owner;*

This has been provided on the Preliminary Plat.

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

This has been provided on the Preliminary Plat.

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

Staff is not requiring this information on the Preliminary Plat.

(7) *North point and graphic scale;*

This has been provided on the Preliminary Plat.

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

This has been provided on the Preliminary Plat.

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

This has been provided on the Preliminary Plat.

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

This has been provided on the Preliminary Plat.

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

This has been provided on the Preliminary Plat.

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

This has been provided on the Preliminary Plat.

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

This has been provided on the Preliminary Plat.

(14) *Grades of proposed streets and alleys;*

This has been provided on the Preliminary Plat.

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

This has been provided on the Preliminary Plat.

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

This has been provided on the Preliminary Plat.

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

This has been provided on the Preliminary Plat.

(18) *Stormwater management facilities when applicable;*

This has been provided on the Preliminary Plat.

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

This information has been provided.

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

None required.

5. Staff Recommendation:

Findings:

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

Recommendation:

Staff recommends the Planning Commission accept the two listed findings and forward the request to approve a Preliminary Subdivision Plat for a 39 lot subdivision on 9.79 acres, more or less, on property located on the south side of Denison Avenue approximately 450 feet east of Brook Ridge Avenue.

Suggested motion:

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



CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS
1917 S. GILBERT ST.
IOWA CITY, IOWA 52242
(319) 251-8282
www.mmsconsultants.net

Date	Revision
05-24-2022	PER CITY REVIEW COMMENTS - JCM

PRELIMINARY PLAT

THE PRESERVE - PART THREE

NORTH LIBERTY COUNTY
IOWA

MMS CONSULTANTS, INC.

Date:	05-02-2022
Designed by:	KJB
Drawn by:	JCM
Checked by:	KJB
Project No:	1

1331-620

PRELIMINARY PLAT

THE PRESERVE - PART THREE

NORTH LIBERTY, IOWA

PLAT PREPARED BY:
MMS CONSULTANTS, INC.
1917 S. GILBERT STREET
IOWA CITY, IA 52242

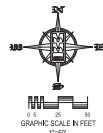
OWNER/APPLICANT:
WATTS GROUP DEVELOPMENT, INC.
425 E. OAKDALE BLVD., SUITE 101
CORALVILLE, IOWA 52241

APPLICANT'S ATTORNEY:
MICHAEL J. FISH
425 E. OAKDALE BLVD., SUITE 201
CORALVILLE, IOWA 52241

PLAT/PLAN APPROVED
by the
City of North Liberty

City Clerk _____ Date _____
UTILITY EASEMENTS, AS SHOWN HEREON, MAY OR MAY NOT INCLUDE SANITARY SEWER LINES, AND/OR STORM SEWER LINES, AND/OR WATER LINES. SEE CONSTRUCTION PLANS FOR DETAILS.

LEGAL DESCRIPTION - PRELIMINARY PLAT
BEGINNING AT THE SOUTHWEST CORNER OF THE PRESERVE - PART FOUR, NORTH LIBERTY, IOWA, IN ACCORDANCE WITH THE RECORDED PLAT THEREOF; THENCE S89°08'56"W, ALONG THE NORTH LINE OF AUDITOR'S PARCEL 2019013, NORTH LIBERTY, IOWA, IN ACCORDANCE WITH THE RECORDED PLAT THEREOF; THENCE S89°03'30"W, ALONG SAID NORTH LINE, 214.50 FEET; THENCE S26°09'07"W, ALONG SAID NORTH LINE, 72.17 FEET, TO THE SOUTHEAST CORNER OF THE PRESERVE - PART TWO B, NORTH LIBERTY, IOWA, IN ACCORDANCE WITH THE RECORDED PLAT THEREOF; THENCE N00°51'44"W, ALONG THE EAST LINE OF SAID THE PRESERVE - PART TWO B, 197.06 FEET; THENCE S89°08'16"W, ALONG SAID EAST LINE, 31.33 FEET; THENCE N00°51'44"W, ALONG SAID EAST LINE, 470.65 FEET, TO THE NORTHEAST CORNER THEREOF; AND A POINT ON THE SOUTH LINE OF THE PRESERVE - PART TWO NORTH LIBERTY, IOWA, IN ACCORDANCE WITH THE RECORDED PLAT THEREOF; THENCE N89°08'16"W, ALONG SAID SOUTH LINE, 640.00 FEET, TO THE SOUTHEAST CORNER THEREOF; AND A POINT ON THE WEST LINE OF SAID THE PRESERVE - PART FOUR; THENCE S00°51'44"E, ALONG SAID WEST LINE, 550.65 FEET; THENCE N89°08'16"E, ALONG SAID WEST LINE, 40.83 FEET; THENCE S00°51'44"E, ALONG SAID WEST LINE, 126.64 FEET, TO THE SAID POINT OF BEGINNING. SAID TRACT OF LAND CONTAINS 9.79 ACRES, AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

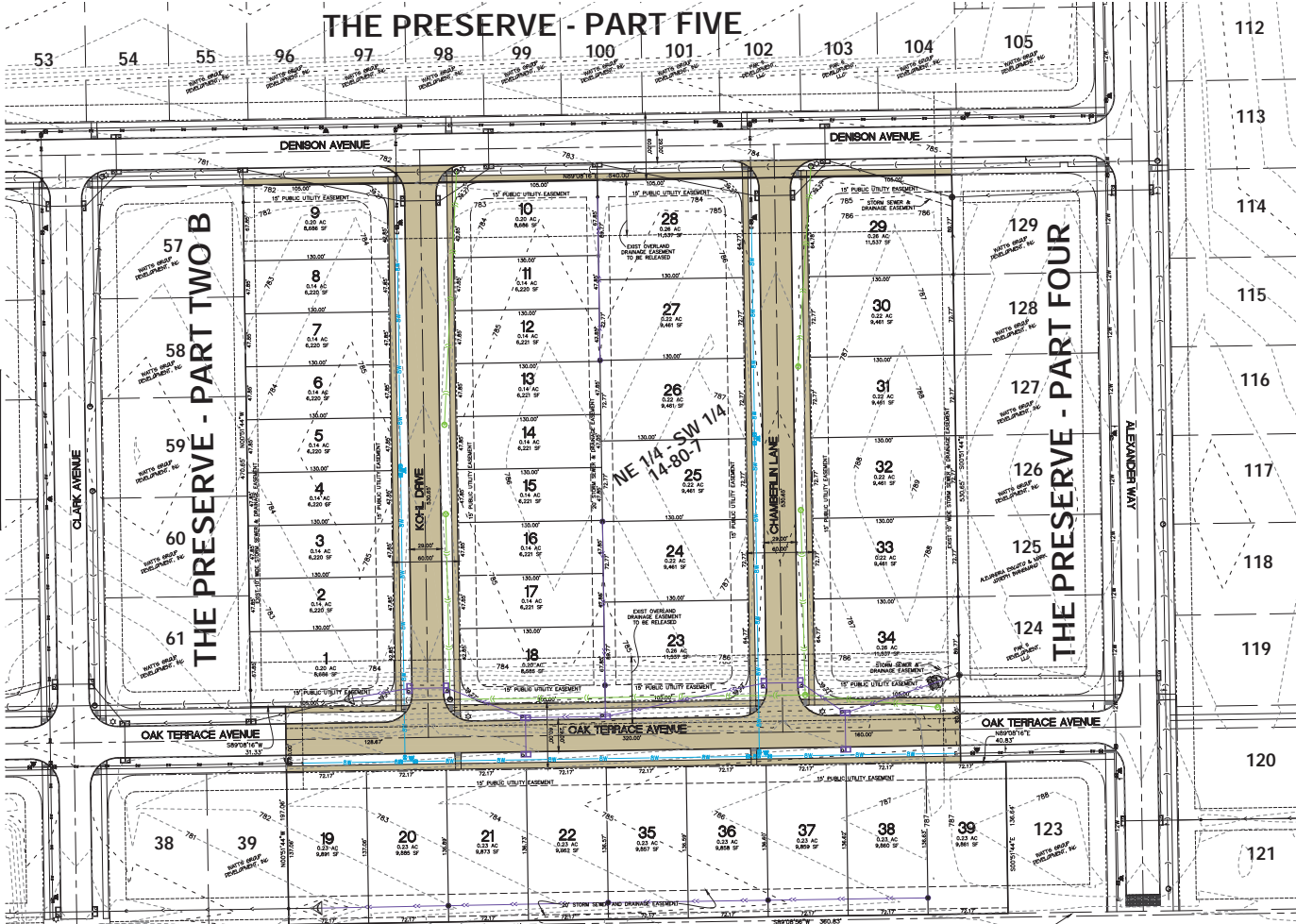
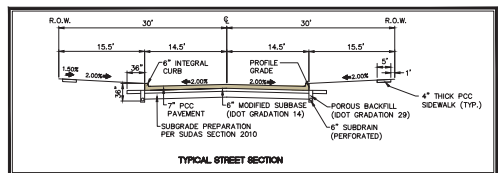


STANDARD LEGEND AND NOTES

PROPERTY &/or BOUNDARY LINES	CONGRESSIONAL SECTION LINES	RIGHT-OF-WAY LINES	CENTER LINES	EXISTING CENTER LINES	LOT LINES, INTERNAL	LOT LINES, PLATTED OR BY DEED	PROPOSED EASEMENT LINES	EXISTING EASEMENT LINES
POWER POLE	POWER POLE W/DROP	POWER POLE W/TURNS	POWER POLE W/LIGHT	POLE	SANITARY MANHOLE	WATER VALVE	DRAINAGE MANHOLE	WATER MAIN
TRUCK LINE	EXISTING SANITARY SEWER	PROPOSED SANITARY SEWER	EXISTING STORM SEWER	PROPOSED STORM SEWER	WATER LINES	ELECTRICAL LINES	TELEPHONE LINES	GAS LINES
CONTOR LINES (1' INTERVAL)	EXISTING TREE LINE	EXISTING DECIDUOUS TREE & SHRUB	EXISTING EVERGREEN TREES & SHRUBS					

NOTES:
1. ALL EASEMENTS ARE 15 FOOT PUBLIC UTILITY EASEMENTS UNLESS NOTED OTHERWISE.
2. NO PARKING SIGNAGE SHALL BE PROVIDED AS REQUIRED BY CITY OF NORTH LIBERTY.

THE ACTUAL SIZE AND LOCATION OF ALL PROPOSED FACILITIES SHALL BE VERIFIED WITH CONSTRUCTION DOCUMENTS, WHICH ARE TO BE PREPARED AND SUBMITTED SUBSEQUENT TO THE APPROVAL OF THIS DOCUMENT.



AUDITOR'S PARCEL 2019013
SE 1/4 - SW 1/4
14-80-7

Resolution No. 2022-67

**RESOLUTION APPROVING THE PRELIMINARY PLAT
FOR THE PRESERVE – PART THREE, NORTH LIBERTY,
IOWA**

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

WHEREAS, the owner and applicant, Watts Group Development, Inc., has filed with the City Clerk a preliminary plat described in Exhibit A which is attached hereto;

WHEREAS, the property is legally described as:

Beginning at the southwest corner of The Preserve – Part Four, North Liberty, Iowa in accordance with the recorded plat thereof; thence S89°08'56"W, along the North Line of Auditor's Parcel 2019013, North Liberty, Iowa, in accordance with the recorded plat thereof, 360.83 feet; thence S89°00'38"W, along said North Line, 216.50 feet; thence 89°08'16"W, along said North Line, 72.17 feet, to the Southeast Corner of The Preserve – Part Two B, North Liberty, Iowa, in accordance with the Recorded Plat thereof; thence N00°51'44"W, along the East Line of Said The Preserve- Part Two B, 197.06 Feet; thence S89°08'16"W, along said East Line, 31.33 feet; thence N00°51'44"W, along said east line, 470.65 feet, to the Northeast corner thereof; and a point on the south line of The Preserve – Part Five, North Liberty, Iowa in accordance with the recorded plat thereof; thence N89°08'16"E, along said south line, 640.00 feet, to the southeast corner thereof, and a point on the west line of said The Preserve – Part Four; thence S00°51'44"E, along said west line, 530.65 feet; thence N89°08'16"E, along said west line, 40.83 feet; thence S00°51'44"E, along said west line, 136.64 feet, to the said point of beginning. Said tract of land contains 9.79 acres, and is subject to easements and restrictions of record.

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

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

1. The preliminary plat achieves consistency with the Comprehensive Plan Future Land Map designation; and

2. The preliminary plat would achieve consistency with Section 180.11(3)(A) and 180.12 of the North Liberty Code of Ordinances, which sets forth the preliminary subdivision plat submittal requirements and design standards respectively;

and did recommend that the preliminary plat described as The Preserve – Part Three be approved with no conditions.

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

NOW, THEREFORE, BE IT RESOLVED that the Preliminary Plat for The Preserve – Part Three is approved.

APPROVED AND ADOPTED this 12th day of July, 2022.

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



FY 23 Social Service Grant Funding Applications

SOCIAL SERVICES FUNDING AGREEMENT

This Social Services Funding Agreement ("Agreement") is entered into by and between North Liberty Community Pantry, a division of the North Liberty United Methodist Church (hereinafter referred to as "Provider" which expression shall include its agents, successors or assigns) and the City of North Liberty, Iowa (hereinafter "the City"). Provider and the City are collectively referred to as "the Parties."

I. RECITALS

A. The City of North Liberty, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.

B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of North Liberty is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of North Liberty (the "Services"):

Annual Pantry Operations, whereby hundreds of thousands of pounds of food, thousands of articles of clothing, toiletries and other essential goods and services are distributed to hundreds of families with limited resources from North Liberty and the surrounding area each year.

D. The City finds that the Services offered by Provider serve an important public purpose and help to promote the health, safety and welfare of residents of North Liberty.

E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of Twenty Thousand Dollars (\$20,000.00).

In return, Provider agrees to provide the Services to residents of North Liberty as part of its ongoing operations.

3. **Accounting.** Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of North Liberty, and to provide an annual accounting to the City showing that the funds were so applied.

4. **Interpretation.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Agreement is made and entered into, and shall be subject to, governed by, and interpreted in accordance with, the laws of the State of Iowa.

5. **Severability.** Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

7. **Counterparts.** This Agreement shall be executed in one or more counterparts and by facsimile or other electronic means, each counterpart shall, for all purposes, be deemed an original, and all counterparts shall constitute the same instrument.

8. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Agreement.

9. **Drafting.** This Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be

construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

10. **Captions.** The captions or headings of the sections in this Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Agreement.

11. **Scope of Promises, Representations, and Inducements.** Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Agreement.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

NORTH LIBERTY COMMUNITY PANTRY

By: _____

Date of Signature: _____

THE CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman, Mayor

Date of Signature: _____

Resolution No. 2022-68

A RESOLUTION APPROVING THE SOCIAL SERVICES FUNDING AGREEMENT BETWEEN THE CITY OF NORTH LIBERTY AND THE NORTH LIBERTY COMMUNITY PANTRY (NLCP), A DIVISION OF THE NORTH LIBERTY UNITED METHODIST CHURCH FOR FISCAL YEAR 23

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

WHEREAS, NLCP provides food and clothing to the community in need each year;

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

WHEREAS, the City of North Liberty has offered to provide \$20,000.00 toward the organization's budget; and

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

NOW, THEREFORE, BE IT RESOLVED that that Social Services Funding Agreement between the City of North Liberty and the North Liberty Community Pantry, a division of the North Liberty United Methodist Church is approved.

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

APPROVED AND ADOPTED this 12th day of July, 2022.

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

SOCIAL SERVICES FUNDING AGREEMENT

This Social Services Funding Agreement ("Agreement") is entered into by and between "The Community Coordinated Child Care (4C'S) Committee for Johnson County" (hereinafter referred to as "Provider" which expression shall include its agents, successors or assigns) and the City of North Liberty, Iowa (hereinafter "the City"). Provider and the City are collectively referred to as "the Parties."

I. RECITALS

A. The City of North Liberty, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.

B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of North Liberty is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of North Liberty (the "Services"):

A Childcare Workforce Development Program which trains and develops individuals working as childcare providers serving residents of Johnson County, including North Liberty, with the goal of maximizing the quality of childcare services provided.

D. The City finds that the Services offered by Provider serve an important public purpose and help to promote the health, safety and welfare of residents of North Liberty.

E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of Five Thousand Dollars (\$5,000.00).

In return, Provider agrees to provide the Services to residents of North Liberty as part of its ongoing operations.

3. **Accounting.** Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of North Liberty, and to provide an annual accounting to the City showing that the funds were so applied.

4. **Interpretation.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Agreement is made and entered into, and shall be subject to, governed by, and interpreted in accordance with, the laws of the State of Iowa.

5. **Severability.** Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

7. **Counterparts.** This Agreement shall be executed in one or more counterparts and by facsimile or other electronic means, each counterpart shall, for all purposes, be deemed an original, and all counterparts shall constitute the same instrument.

8. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Agreement.

9. **Drafting.** This Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be

construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

10. **Captions.** The captions or headings of the sections in this Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Agreement.

11. **Scope of Promises, Representations, and Inducements.** Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Agreement.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

4 C's COMMUNITY COORDINATED CHILD CARE

By: _____

Date of Signature: _____

THE CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman, Mayor

Date of Signature: _____

SOCIAL SERVICES FUNDING AGREEMENT

This Social Services Funding Agreement ("Agreement") is entered into by and between Big Brothers Big Sisters of Johnson County, a division of Iowa State University Extension and Outreach (hereinafter referred to as "Provider" which expression shall include its agents, successors or assigns) and the City of North Liberty, Iowa (hereinafter "the City"). Provider and the City are collectively referred to as "the Parties."

I. RECITALS

A. The City of North Liberty, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.

B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of North Liberty is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of North Liberty (the "Services"):

A Stop the Wait Program to address the shortfall of volunteers to serve as mentors for North Liberty youth. Mentorship reduces depressive symptoms and promotes positive social attitudes and relationships. Youth targeted for mentorship are aged 6-17 and present at least one risk factor.

D. The City finds that the Services offered by Provider serve an important public purpose and help to promote the health, safety and welfare of residents of North Liberty.

E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of Eight Thousand Dollars (\$8,000.00).

In return, Provider agrees to provide the Services to residents of North Liberty as part of its ongoing operations.

3. **Accounting.** Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of North Liberty, and to provide an annual accounting to the City showing that the funds were so applied.

4. **Interpretation.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Agreement is made and entered into, and shall be subject to, governed by, and interpreted in accordance with, the laws of the State of Iowa.

5. **Severability.** Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

7. **Counterparts.** This Agreement shall be executed in one or more counterparts and by facsimile or other electronic means, each counterpart shall, for all purposes, be deemed an original, and all counterparts shall constitute the same instrument.

8. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Agreement.

9. **Drafting.** This Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be

construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

10. **Captions.** The captions or headings of the sections in this Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Agreement.

11. **Scope of Promises, Representations, and Inducements.** Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Agreement.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

BIG BROTHERS BIG SISTERS OF JOHNSON COUNTY

By: _____

Date of Signature: _____

THE CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman, Mayor

Date of Signature: _____

SOCIAL SERVICES FUNDING AGREEMENT

This Social Services Funding Agreement (“Agreement”) is entered into by and between CommUnity Crisis Services and Food Bank (hereinafter referred to as “Provider” which expression shall include its agents, successors or assigns) and the City of North Liberty, Iowa (hereinafter “the City”). Provider and the City are collectively referred to as “the Parties.”

I. RECITALS

A. The City of North Liberty, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.

B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of North Liberty is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of North Liberty (the “Services”):

A Program for Improving Housing Security for North Liberty Families which helps families which have exhausted or are otherwise ineligible for relevant funding from other assistance programs maintain housing by making emergency payments to landlords and utility companies.

D. The City finds that the Services offered by Provider serve an important public purpose and help to promote the health, safety and welfare of residents of North Liberty.

E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of Eleven Thousand Eight Hundred Dollars (\$11,800.00).

In return, Provider agrees to provide the Services to residents of North Liberty as part of its ongoing operations.

3. **Accounting.** Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of North Liberty, and to provide an annual accounting to the City showing that the funds were so applied.

4. **Interpretation.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Agreement is made and entered into, and shall be subject to, governed by, and interpreted in accordance with, the laws of the State of Iowa.

5. **Severability.** Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

7. **Counterparts.** This Agreement shall be executed in one or more counterparts and by facsimile or other electronic means, each counterpart shall, for all purposes, be deemed an original, and all counterparts shall constitute the same instrument.

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construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

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11. **Scope of Promises, Representations, and Inducements.** Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Agreement.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

COMMUNITY CRISIS SERVICES

By: _____

Date of Signature: _____

THE CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman, Mayor

Date of Signature: _____

SOCIAL SERVICES FUNDING AGREEMENT

This Social Services Funding Agreement (“Agreement”) is entered into by and between Corridor Community Action Network (hereinafter referred to as “Provider” which expression shall include its agents, successors or assigns) and the City of North Liberty, Iowa (hereinafter “the City”). Provider and the City are collectively referred to as “the Parties.”

I. RECITALS

A. The City of North Liberty, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.

B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of North Liberty is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of North Liberty (the “Services”):

A CCAN Clothes Cruise and free Mobile Clothing Closet which collects clothing from donors and provides it to people in need who are then able to select their own items. CCAN will hold distribution events in low-income areas in coordination with other Corridor services such as food and diaper distributions and the UI Mobile Health Clinic.

D. The City finds that the Services offered by Provider serve an important public purpose and help to promote the health, safety and welfare of residents of North Liberty.

E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of Two Thousand Dollars (\$2,000.00).

In return, Provider agrees to provide the Services to residents of North Liberty as part of its ongoing operations.

3. **Accounting.** Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of North Liberty, and to provide an annual accounting to the City showing that the funds were so applied.

4. **Interpretation.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Agreement is made and entered into, and shall be subject to, governed by, and interpreted in accordance with, the laws of the State of Iowa.

5. **Severability.** Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

7. **Counterparts.** This Agreement shall be executed in one or more counterparts and by facsimile or other electronic means, each counterpart shall, for all purposes, be deemed an original, and all counterparts shall constitute the same instrument.

8. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Agreement.

9. **Drafting.** This Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

10. **Captions.** The captions or headings of the sections in this Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Agreement.

11. **Scope of Promises, Representations, and Inducements.** Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Agreement.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

CORRIDOR COMMUNITY ACTION NETWORK

By: _____

Date of Signature: _____

THE CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman, Mayor

Date of Signature: _____

SOCIAL SERVICES FUNDING AGREEMENT

This Social Services Funding Agreement ("Agreement") is entered into by and between Domestic Violence Intervention Program, Inc. (hereinafter referred to as "Provider" which expression shall include its agents, successors or assigns) and the City of North Liberty, Iowa (hereinafter "the City"). Provider and the City are collectively referred to as "the Parties."

I. RECITALS

A. The City of North Liberty, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.

B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of North Liberty is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of North Liberty (the "Services"):

Support for Victim-survivors of domestic violence, focusing on immediate and long-term safety, empowerment, dignity, and hope. The program seeks to assist with emergency safe shelter, 24-hour hotline, advocacy, trauma care counseling, and direct aid for residents of North Liberty.

D. The City finds that the Services offered by Provider serve an important public purpose and help to promote the health, safety and welfare of residents of North Liberty.

E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of Seven Thousand Dollars (\$7,000.00).

In return, Provider agrees to provide the Services to residents of North Liberty as part of its ongoing operations.

3. **Accounting.** Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of North Liberty, and to provide an annual accounting to the City showing that the funds were so applied.

4. **Interpretation.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Agreement is made and entered into, and shall be subject to, governed by, and interpreted in accordance with, the laws of the State of Iowa.

5. **Severability.** Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

7. **Counterparts.** This Agreement shall be executed in one or more counterparts and by facsimile or other electronic means, each counterpart shall, for all purposes, be deemed an original, and all counterparts shall constitute the same instrument.

8. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Agreement.

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construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

10. **Captions.** The captions or headings of the sections in this Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Agreement.

11. **Scope of Promises, Representations, and Inducements.** Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Agreement.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

DOMESTIC VIOLENCE INTERVENTION PROGRAM

By: _____

Date of Signature: _____

THE CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman, Mayor

Date of Signature: _____

SOCIAL SERVICES FUNDING AGREEMENT

This Social Services Funding Agreement ("Agreement") is entered into by and between the Foundation for the Iowa City Community School District (hereinafter referred to as "Provider" which expression shall include its agents, successors or assigns) and the City of North Liberty, Iowa (hereinafter "the City"). Provider and the City are collectively referred to as "the Parties."

I. RECITALS

A. The City of North Liberty, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.

B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of North Liberty is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of North Liberty (the "Services"):

Any Given Child, a program of the John F. Kennedy Center for the Performing Arts in Washington, D.C. is designed to assist communities in working strategically to align the existing resources of the school district, the local arts community, and the Kennedy Center to provide an equitable, diverse, and interactive arts education for all students in grades K-8.

D. The City finds that the Services offered by Provider serve an important public purpose and help to promote the health, safety and welfare of residents of North Liberty.

E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of Five Thousand Dollars (\$5,000.00).

In return, Provider agrees to provide the Services to residents of North Liberty as part of its ongoing operations.

3. **Accounting.** Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of North Liberty, and to provide an annual accounting to the City showing that the funds were so applied.

4. **Interpretation.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Agreement is made and entered into, and shall be subject to, governed by, and interpreted in accordance with, the laws of the State of Iowa.

5. **Severability.** Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

7. **Counterparts.** This Agreement shall be executed in one or more counterparts and by facsimile or other electronic means, each counterpart shall, for all purposes, be deemed an original, and all counterparts shall constitute the same instrument.

8. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Agreement.

9. **Drafting.** This Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

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12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

FOUNDATION FOR THE IOWA CITY COMMUNITY SCHOOL DISTRICT

By: _____

Date of Signature: _____

THE CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman, Mayor

Date of Signature: _____

SOCIAL SERVICES FUNDING AGREEMENT

This Social Services Funding Agreement (“Agreement”) is entered into by and between Friends of the Center (hereinafter referred to as “Provider” which expression shall include its agents, successors or assigns) and the City of North Liberty, Iowa (hereinafter “the City”). Provider and the City are collectively referred to as “the Parties.”

I. RECITALS

A. The City of North Liberty, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.

B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of North Liberty is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of North Liberty (the “Services”):

Senior-focused programs and services for North Liberty residents. FY23 funding will be focused on the following areas:

1. Sustaining the Senior Health Insurance Information Program (SHIIP) satellite office in North Liberty.
2. Providing discounted Senior Center Membership for all North Liberty residents age 50+ to fully access available programming both in-person and virtually.
3. Allowing for continued development of new programs and activities designed to fill gaps in Senior focused programs that take place in North Liberty, including, but not limited to, Walk with Ease, Laughter Yoga, Welcome to Medicare.

D. The City finds that the Services offered by Provider serve an important public purpose and help to promote the health, safety and welfare of residents of North Liberty.

E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds

that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of Seven Thousand Dollars (\$7,000.00).

In return, Provider agrees to provide the Services to residents of North Liberty as part of its ongoing operations.

3. **Accounting.** Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of North Liberty, and to provide an annual accounting to the City showing that the funds were so applied.

4. **Interpretation.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Agreement is made and entered into, and shall be subject to, governed by, and interpreted in accordance with, the laws of the State of Iowa.

5. **Severability.** Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

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12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

FRIENDS OF THE CENTER

By: _____

Date of Signature: _____

THE CITY OF NORTH LIBERTY, IOWA

By: _____

Chris Hoffman, Mayor

Date of Signature: _____

SOCIAL SERVICES FUNDING AGREEMENT

This Social Services Funding Agreement (“Agreement”) is entered into by and between Girls on the Run of Eastern Iowa (hereinafter referred to as “Provider” which expression shall include its agents, successors or assigns) and the City of North Liberty, Iowa (hereinafter “the City”). Provider and the City are collectively referred to as “the Parties.”

I. RECITALS

A. The City of North Liberty, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.

B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of North Liberty is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of North Liberty (the “Services”):

Girls on the Run is a physical activity-based positive youth development program designed to enhance 3rd-5th grade girls’ social, psychological and physical skills and behaviors to successfully navigate life experiences, culminating in a celebratory, non-competitive 5k event. The North Liberty Program Support Initiative will help to ensure the quality of youth programming provided through Girls on the Run remains financially accessible by keeping program fees down and providing scholarships or financial assistance to those in need.

D. The City finds that the Services offered by Provider serve an important public purpose and help to promote the health, safety and welfare of residents of North Liberty.

E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of Three Thousand Two Hundred Dollars (\$3,200.00).

In return, Provider agrees to provide the Services to residents of North Liberty as part of its ongoing operations.

3. **Accounting.** Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of North Liberty, and to provide an annual accounting to the City showing that the funds were so applied.

4. **Interpretation.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Agreement is made and entered into, and shall be subject to, governed by, and interpreted in accordance with, the laws of the State of Iowa.

5. **Severability.** Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

7. **Counterparts.** This Agreement shall be executed in one or more counterparts and by facsimile or other electronic means, each counterpart shall, for all purposes, be deemed an original, and all counterparts shall constitute the same instrument.

8. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Agreement.

9. **Drafting.** This Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

10. **Captions.** The captions or headings of the sections in this Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Agreement.

11. **Scope of Promises, Representations, and Inducements.** Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Agreement.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

GIRLS ON THE RUN OF EASTERN IOWA

By: _____

Date of Signature: _____

THE CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman, Mayor

Date of Signature: _____

SOCIAL SERVICES FUNDING AGREEMENT

This Social Services Funding Agreement ("Agreement") is entered into by and between Houses into Homes (hereinafter referred to as "Provider" which expression shall include its agents, successors or assigns) and the City of North Liberty, Iowa (hereinafter "the City"). Provider and the City are collectively referred to as "the Parties."

I. RECITALS

A. The City of North Liberty, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.

B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of North Liberty is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of North Liberty (the "Services"):

Houses into Homes harnesses hundreds to thousands of volunteer hours to provide beds, furniture, and other items to households in need in Johnson County. The funds requested will facilitate the coordination of the volunteer work done in receiving and delivering those items.

D. The City finds that the Services offered by Provider serve an important public purpose and help to promote the health, safety and welfare of residents of North Liberty.

E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of Eight Thousand Dollars (\$8,000.00).

In return, Provider agrees to provide the Services to residents of North Liberty as part of its ongoing operations.

3. **Accounting.** Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of North Liberty, and to provide an annual accounting to the City showing that the funds were so applied.

4. **Interpretation.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Agreement is made and entered into, and shall be subject to, governed by, and interpreted in accordance with, the laws of the State of Iowa.

5. **Severability.** Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

7. **Counterparts.** This Agreement shall be executed in one or more counterparts and by facsimile or other electronic means, each counterpart shall, for all purposes, be deemed an original, and all counterparts shall constitute the same instrument.

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12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

HOUSES INTO HOMES

By: _____

Date of Signature: _____

THE CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman, Mayor

Date of Signature: _____

SOCIAL SERVICES FUNDING AGREEMENT

This Social Services Funding Agreement ("Agreement") is entered into by and between Housing Trust Fund of Johnson County, Inc. (hereinafter referred to as "Provider" which expression shall include its agents, successors or assigns) and the City of North Liberty, Iowa (hereinafter "the City"). Provider and the City are collectively referred to as "the Parties."

I. RECITALS

A. The City of North Liberty, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.

B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of North Liberty is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of North Liberty (the "Services"):

Through a revolving loan fund, HTFJC distributes funding to agencies, developers and builders for the acquisition and creation of new housing and the rehabilitation of existing housing for the benefit of households with incomes below 80% of the Area Median Income in Johnson County.

D. The City finds that the Services offered by Provider serve an important public purpose and help to promote the health, safety and welfare of residents of North Liberty.

E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of Twenty Thousand Dollars (\$20,000.00).

In return, Provider agrees to provide the Services to residents of North Liberty as part of its ongoing operations.

3. **Accounting.** Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of North Liberty, and to provide an annual accounting to the City showing that the funds were so applied.

4. **Interpretation.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Agreement is made and entered into, and shall be subject to, governed by, and interpreted in accordance with, the laws of the State of Iowa.

5. **Severability.** Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

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12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

HOUSING TRUST FUND OF JOHNSON COUNTY

By: _____

Date of Signature: _____

THE CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman, Mayor

Date of Signature: _____

SOCIAL SERVICES FUNDING AGREEMENT

This Social Services Funding Agreement (“Agreement”) is entered into by and between Iowa City Free Medical and Dental Clinic (hereinafter referred to as “Provider” which expression shall include its agents, successors or assigns) and the City of North Liberty, Iowa (hereinafter “the City”). Provider and the City are collectively referred to as “the Parties.”

I. RECITALS

A. The City of North Liberty, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.

B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of North Liberty is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of North Liberty (the “Services”):

A program to provide operational funding for the provision of comprehensive healthcare services at the Iowa City Free Clinic for an estimated 75 uninsured residents of North Liberty in FY23. This population would otherwise postpone or go without needed care.

D. The City finds that the Services offered by Provider serve an important public purpose and help to promote the health, safety and welfare of residents of North Liberty.

E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of Five Thousand Dollars (\$5,000.00).

In return, Provider agrees to provide the Services to residents of North Liberty as part of its ongoing operations.

3. **Accounting.** Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of North Liberty, and to provide an annual accounting to the City showing that the funds were so applied.

4. **Interpretation.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Agreement is made and entered into, and shall be subject to, governed by, and interpreted in accordance with, the laws of the State of Iowa.

5. **Severability.** Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

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11. **Scope of Promises, Representations, and Inducements.** Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Agreement.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

IOWA CITY FREE MEDICAL AND DENTAL CLINIC

By: _____

Date of Signature: _____

THE CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman, Mayor

Date of Signature: _____

SOCIAL SERVICES FUNDING AGREEMENT

This Social Services Funding Agreement (“Agreement”) is entered into by and between Iowa Legal Aid (hereinafter referred to as “Provider” which expression shall include its agents, successors or assigns) and the City of North Liberty, Iowa (hereinafter “the City”). Provider and the City are collectively referred to as “the Parties.”

I. RECITALS

A. The City of North Liberty, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.

B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of North Liberty is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of North Liberty (the “Services”):

A Family Stabilization in North Liberty project to help up to 150 low-income North Liberty residents obtain access to government benefits and disaster services, housing and health care. Access is obtained by providing direct legal assistance, referrals to private attorneys participating in Iowa Legal Aid’s Volunteer Lawyers Project, and referrals to local human services and health organizations to address non-legal issues.

D. The City finds that the Services offered by Provider serve an important public purpose and help to promote the health, safety and welfare of residents of North Liberty.

E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of Five Thousand Dollars (\$5,000.00).

In return, Provider agrees to provide the Services to residents of North Liberty as part of its ongoing operations.

3. **Accounting.** Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of North Liberty, and to provide an annual accounting to the City showing that the funds were so applied.

4. **Interpretation.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Agreement is made and entered into, and shall be subject to, governed by, and interpreted in accordance with, the laws of the State of Iowa.

5. **Severability.** Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

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12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

IOWA LEGAL AID

By: _____

Date of Signature: _____

THE CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman, Mayor

Date of Signature: _____

SOCIAL SERVICES FUNDING AGREEMENT

This Social Services Funding Agreement (“Agreement”) is entered into by and between Iowa Matrix (hereinafter referred to as “Provider” which expression shall include its agents, successors or assigns) and the City of North Liberty, Iowa (hereinafter “the City”). Provider and the City are collectively referred to as “the Parties.”

I. RECITALS

A. The City of North Liberty, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.

B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of North Liberty is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of North Liberty (the “Services”):

I AM AWARE training program counseling psychological flexibility in education and supporting Liberty High School staff, students and families by promoting mindfulness and acceptance in the classroom.

D. The City finds that the Services offered by Provider serve an important public purpose and help to promote the health, safety and welfare of residents of North Liberty.

E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of Two Thousand Dollars (\$2,000.00).

In return, Provider agrees to provide the Services to residents of North Liberty as part of its ongoing operations.

3. **Accounting.** Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of North Liberty, and to provide an annual accounting to the City showing that the funds were so applied.

4. **Interpretation.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Agreement is made and entered into, and shall be subject to, governed by, and interpreted in accordance with, the laws of the State of Iowa.

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14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

IOWA MATRIX

By: _____

Date of Signature: _____

THE CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman, Mayor

Date of Signature: _____

SOCIAL SERVICES FUNDING AGREEMENT

This Social Services Funding Agreement (“Agreement”) is entered into by and between Horizons, A Family Service Alliance (hereinafter referred to as “Provider” which expression shall include its agents, successors or assigns) and the City of North Liberty, Iowa (hereinafter “the City”). Provider and the City are collectively referred to as “the Parties.”

I. RECITALS

A. The City of North Liberty, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.

B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of North Liberty is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of North Liberty (the “Services”):

A meals-on-wheels program addressing nutritional and social needs of food insecure, homebound and often isolated older adults in Johnson County.

D. The City finds that the Services offered by Provider serve an important public purpose and help to promote the health, safety and welfare of residents of North Liberty.

E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of Five Thousand Dollars (\$10,000.00).

In return, Provider agrees to provide the Services to residents of North Liberty as part of its ongoing operations.

3. **Accounting.** Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of North Liberty, and to provide an annual accounting to the City showing that the funds were so applied.

4. **Interpretation.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Agreement is made and entered into, and shall be subject to, governed by, and interpreted in accordance with, the laws of the State of Iowa.

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12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

HORIZONS, A FAMILY SERVICE ALLIANCE

By: _____

Date of Signature: _____

THE CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman, Mayor

Date of Signature: _____

SOCIAL SERVICES FUNDING AGREEMENT

This Social Services Funding Agreement ("Agreement") is entered into by and between Rape Victim Advocacy Program, a department of the University of Iowa Division of Student Life (hereinafter referred to as "Provider" which expression shall include its agents, successors or assigns) and the City of North Liberty, Iowa (hereinafter "the City"). Provider and the City are collectively referred to as "the Parties."

I. RECITALS

A. The City of North Liberty, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.

B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of North Liberty is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of North Liberty (the "Services"):

Providing comprehensive primary prevention education to residents in North Liberty, specifically two 45-60 minute sessions supporting 7th grade students in North Central Junior High School and 9th grade students at Liberty High school during health or personal development classes, addressing various topics including personal and group safety, accountability, emotional first aid, dating, consent, and healthy relationships.

D. The City finds that the Services offered by Provider serve an important public purpose and help to promote the health, safety and welfare of residents of North Liberty.

E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of Three Thousand Five Hundred Dollars (\$3,500.00).

In return, Provider agrees to provide the Services to residents of North Liberty as part of its ongoing operations.

3. **Accounting.** Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of North Liberty, and to provide an annual accounting to the City showing that the funds were so applied.

4. **Interpretation.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Agreement is made and entered into, and shall be subject to, governed by, and interpreted in accordance with, the laws of the State of Iowa.

5. **Severability.** Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

7. **Counterparts.** This Agreement shall be executed in one or more counterparts and by facsimile or other electronic means, each counterpart shall, for all purposes, be deemed an original, and all counterparts shall constitute the same instrument.

8. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Agreement.

9. **Drafting.** This Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

10. **Captions.** The captions or headings of the sections in this Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Agreement.

11. **Scope of Promises, Representations, and Inducements.** Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Agreement.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

RAPE VICTIM ADVOCACY PROGRAM (RVAP)

By: _____

Date of Signature: _____

THE CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman, Mayor

Date of Signature: _____

SOCIAL SERVICES FUNDING AGREEMENT

This Social Services Funding Agreement ("Agreement") is entered into by and between Shelter House Community Shelter and Transition Services (hereinafter referred to as "Provider" which expression shall include its agents, successors or assigns) and the City of North Liberty, Iowa (hereinafter "the City"). Provider and the City are collectively referred to as "the Parties."

I. RECITALS

A. The City of North Liberty, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.

B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of North Liberty is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of North Liberty (the "Services"):

An emergency shelter program which is Johnson County's only general-use homeless shelter that serves men, women and families experiencing a housing crisis. In addition to providing a safe place and meeting people's most basic needs, the emergency shelter facilitates access to numerous services to help them move beyond homelessness and into a more stable and permanent living situation.

D. The City finds that the Services offered by Provider serve an important public purpose and help to promote the health, safety and welfare of residents of North Liberty.

E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of Ten Thousand Dollars (\$10,000.00).

In return, Provider agrees to provide the Services to residents of North Liberty as part of its ongoing operations.

3. **Accounting.** Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of North Liberty, and to provide an annual accounting to the City showing that the funds were so applied.

4. **Interpretation.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Agreement is made and entered into, and shall be subject to, governed by, and interpreted in accordance with, the laws of the State of Iowa.

5. **Severability.** Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

7. **Counterparts.** This Agreement shall be executed in one or more counterparts and by facsimile or other electronic means, each counterpart shall, for all purposes, be deemed an original, and all counterparts shall constitute the same instrument.

8. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Agreement.

9. **Drafting.** This Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

10. **Captions.** The captions or headings of the sections in this Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Agreement.

11. **Scope of Promises, Representations, and Inducements.** Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Agreement.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

SHELTER HOUSE

By: _____

Date of Signature: _____

THE CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman, Mayor

Date of Signature: _____

SOCIAL SERVICES FUNDING AGREEMENT

This Social Services Funding Agreement ("Agreement") is entered into by and between Table to Table Food Distribution Network (hereinafter referred to as "Provider" which expression shall include its agents, successors or assigns) and the City of North Liberty, Iowa (hereinafter "the City"). Provider and the City are collectively referred to as "the Parties."

I. RECITALS

A. The City of North Liberty, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.

B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of North Liberty is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of North Liberty (the "Services"):

A food distribution program to reduce food insecurity. Each year, the program recovers millions of pounds of still-nutritious food from more than 100 local food donors and delivers it to needy area residents free of charge.

D. The City finds that the Services offered by Provider serve an important public purpose and help to promote the health, safety and welfare of residents of North Liberty.

E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of Seven Thousand Dollars (\$7,000.00).

In return, Provider agrees to provide the Services to residents of North Liberty as part of its ongoing operations.

3. **Accounting.** Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of North Liberty, and to provide an annual accounting to the City showing that the funds were so applied.

4. **Interpretation.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Agreement is made and entered into, and shall be subject to, governed by, and interpreted in accordance with, the laws of the State of Iowa.

5. **Severability.** Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

7. **Counterparts.** This Agreement shall be executed in one or more counterparts and by facsimile or other electronic means, each counterpart shall, for all purposes, be deemed an original, and all counterparts shall constitute the same instrument.

8. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Agreement.

9. **Drafting.** This Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be

construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

10. **Captions.** The captions or headings of the sections in this Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Agreement.

11. **Scope of Promises, Representations, and Inducements.** Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Agreement.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

TABLE TO TABLE

By: _____

Date of Signature: _____

THE CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman, Mayor

Date of Signature: _____

SOCIAL SERVICES FUNDING AGREEMENT

This Social Services Funding Agreement (“Agreement”) is entered into by and between The Arc of Southeast Iowa (hereinafter referred to as “Provider” which expression shall include its agents, successors or assigns) and the City of North Liberty, Iowa (hereinafter “the City”). Provider and the City are collectively referred to as “the Parties.”

I. RECITALS

A. The City of North Liberty, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.

B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of North Liberty is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of North Liberty (the “Services”):

A summer day camp program during summer break and group respite services throughout the school year to school-aged students with disabilities who are otherwise underserved. Students benefit from engaging in structured social and leisure programming, and caregivers receive needed breaks and childcare to remain in the workforce.

D. The City finds that the Services offered by Provider serve an important public purpose and help to promote the health, safety and welfare of residents of North Liberty.

E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of Two Thousand Dollars (\$2,000.00).

In return, Provider agrees to provide the Services to residents of North Liberty as part of its ongoing operations.

3. **Accounting.** Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of North Liberty, and to provide an annual accounting to the City showing that the funds were so applied.

4. **Interpretation.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Agreement is made and entered into, and shall be subject to, governed by, and interpreted in accordance with, the laws of the State of Iowa.

5. **Severability.** Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

7. **Counterparts.** This Agreement shall be executed in one or more counterparts and by facsimile or other electronic means, each counterpart shall, for all purposes, be deemed an original, and all counterparts shall constitute the same instrument.

8. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Agreement.

9. **Drafting.** This Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

10. **Captions.** The captions or headings of the sections in this Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Agreement.

11. **Scope of Promises, Representations, and Inducements.** Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Agreement.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

THE ARC OF SOUTHEAST IOWA

By: _____

Date of Signature: _____

THE CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman, Mayor

Date of Signature: _____

SOCIAL SERVICES FUNDING AGREEMENT

This Social Services Funding Agreement (“Agreement”) is entered into by and between United Action for Youth (hereinafter referred to as “Provider” which expression shall include its agents, successors or assigns) and the City of North Liberty, Iowa (hereinafter “the City”). Provider and the City are collectively referred to as “the Parties.”

I. RECITALS

A. The City of North Liberty, Iowa is committed to protecting and preserving the health, safety and welfare of its residents.

B. The City finds that providing funding for certain charitable and not-for-profit enterprises which directly serve and benefit the residents of North Liberty is an effective and efficient means to those ends, particularly in regard to underserved portions of the population.

C. Provider is a charitable or not-for-profit organization which offers the following services benefiting residents of North Liberty (the “Services”):

Positive youth development and mental health services programming including but not limited to an experiential learning program called SPARK, a summer-long weekly hang-out at Ranshaw House, outreach and inclusivity work with and for Black youth and youth of color.

D. The City finds that the Services offered by Provider serve an important public purpose and help to promote the health, safety and welfare of residents of North Liberty.

E. Provider has asked the City for financial assistance which will allow the Provider to offer the Services to City residents in the coming fiscal year. The City finds that a payment to Provider to help ensure its ongoing operations is a reasonable and appropriate use of public funds.

II. TERMS

1. **Recitals.** By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. **Consideration.** Upon execution of this Agreement by all Parties and upon approval of the Agreement by the City's council, the City shall pay Provider the sum of Eight Thousand Five Hundred Dollars (\$8,500.00).

In return, Provider agrees to provide the Services to residents of North Liberty as part of its ongoing operations.

3. **Accounting.** Provider agrees to allocate said funds in accordance with its operational goals to provide the Services to area residents, including residents of North Liberty, and to provide an annual accounting to the City showing that the funds were so applied.

4. **Interpretation.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Agreement is made and entered into, and shall be subject to, governed by, and interpreted in accordance with, the laws of the State of Iowa.

5. **Severability.** Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding between the Parties hereto pertaining to the subject matter hereof.

7. **Counterparts.** This Agreement shall be executed in one or more counterparts and by facsimile or other electronic means, each counterpart shall, for all purposes, be deemed an original, and all counterparts shall constitute the same instrument.

8. **Authority to Sign.** The undersigned individuals represent and warrant that they have authority to execute the Agreement on behalf of their respective parties. The undersigned individuals represent and warrant that all necessary corporate actions or resolutions have been taken to authorize the execution of this Agreement.

9. **Drafting.** This Agreement was negotiated at arm's-length and entered into freely by the Parties, who have had opportunity to seek the advice of counsel. In the event an ambiguity exists in any provision of this Agreement, such ambiguity is not to be

construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

10. **Captions.** The captions or headings of the sections in this Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Agreement.

11. **Scope of Promises, Representations, and Inducements.** Parties acknowledge, warrant and represent that no promises, representation or inducements, except as herein set forth, have been offered or made by a party hereto or to any other party hereto to secure the execution of any provision of this Agreement.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.

13. **Modifications.** No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by the party to estop that party from asserting fully any and all of its rights under this Agreement.

14. **Further Assurances.** Each party shall execute such other and further documents, and take such other and further actions as may be reasonably requested by a Party hereto for the purpose effectuating the agreements herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Social Services Funding Agreement effective on the last date set forth below.

UNITED ACTION FOR YOUTH

By: _____

Date of Signature: _____

THE CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman, Mayor

Date of Signature: _____

Resolution No. 2022-69

A RESOLUTION APPROVING THE SOCIAL SERVICES FUNDING AGREEMENTS BETWEEN THE CITY OF NORTH LIBERTY AND SOCIAL SERVICE PROVIDERS FOR FISCAL YEAR 23

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

WHEREAS, various organizations provide social services to the community in need each year;

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

WHEREAS, the City of North Liberty has offered to provide:

Organization	Award
4C's Community Coordinated Child Care	\$5,000
Big Brothers Big Sisters of Johnson County	\$8,000
CommUnity Crisis Services and Food Bank	\$11,800
Corridor Community Action Network	\$2,000
Domestic Violence Intervention Program	\$7,000
Friends of the Center	\$7,000
Girls on the Run of Eastern Iowa	\$3,200
Meals on Wheels of Johnson County, Aging Services	\$10,000
Houses into Homes	\$8,000
Housing Trust Fund of Johnson County	\$20,000
Foundation for the Iowa City Community School District	\$5,000
Iowa City Free Medical and Dental Clinic	\$5,000
Iowa Legal Aid	\$5,000
Iowa Matrix	\$2,000
Rape Victim Advocacy Program	\$3,500
Shelter House	\$10,000
Table to Table	\$7,000
The Arc of Southeast Iowa	\$2,000
United Action for Youth	\$8,500
Total	\$130,000

toward each organization's budget; and

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

NOW, THEREFORE, BE IT RESOLVED that that Social Services Funding Agreement between the City of North Liberty and the above listed social service providers are approved.

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

APPROVED AND ADOPTED this 12th day of July, 2022.

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



Depository Resolution

Resolution Number 2022-70

RESOLUTION DESIGNATING HILLS BANK & TRUST COMPANY, MIDWEST ONE, GREEN STATE CREDIT UNION, FIRST INTERSTATE BANK, COLLINS COMMUNITY CREDIT UNION, TWO RIVERS BANK & TRUST, AND US BANK AS DEPOSITORIES FOR PUBLIC FUNDS BELONGING TO THE CITY OF NORTH LIBERTY, IOWA

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

WHEREAS, the City of North Liberty is desirous to name the Hills Bank & Trust Company, Midwest One, Green State Credit Union, First Interstate Bank, Collins Community Credit Union, Two Rivers Bank & Trust, and US Bank as Depositories of Public Funds.

NOW, THEREFORE, BE IT RESOLVED that the City of North Liberty will utilize the services of Green State Credit Union, First Interstate Bank, Collins Community Credit Union, Two Rivers Bank & Trust and US Bank or coming into its possession, pursuant to the duly executed Agreements to Receive and Repay Deposits of public Funds. The maximum amount which may be thus deposited in each of the above-named depositories without further approval of the City Council and the Treasurer of State is \$7,000,000.

BE IT FURTHER RESOLVED that the City of North Liberty will utilize the services of the MidWest One or coming into its possession, pursuant to the duly executed Agreements to Receive and Repay Deposits of public Funds. The maximum amount which may be thus deposited in each of the above-named depositories without further approval of the City Council and the Treasurer of State is \$10,000,000.

BE IT FURTHER RESOLVED that the City of North Liberty will utilize the services of the Hills Bank & Trust Company or coming into its possession, pursuant to the duly executed Agreements to Receive and Repay Deposits of public Funds. The maximum amount which may be thus deposited in each of the above-named depositories without further approval of the City Council and the Treasurer of State is \$15,000,000.

BE IT FURTHER RESOLVED that the Mayor, Mayor Pro Tem, Treasurer, and Deputy Clerk are hereby authorized and directed to execute and deliver signature authorization cards to the Depositories and to execute all drafts, checks and other

documents and correspondence regarding any accounts of the City of North Liberty at Depository.

BE IT FURTHER RESOLVED that the City Clerk is directed to forward a certified copy of this Resolution to the above-named Depositories and any other parties which may request it for purposes of effectuating the deposit of public funds authorized hereunder or any security therefor, together with a certificate attesting to the names and signatures of the present incumbents of the offices described above and that the Clerk is further directed to certify to Depositories or other parties from time to time the signatures of any successors in office of any of the present incumbents.

APPROVED AND ADOPTED this 12th day of July, 2022.

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



2022A Bond Sale

MINUTES TO SET DATE FOR SALE OF BONDS
AND AUTHORIZE OFFICIAL STATEMENT FOR
BONDS

421033-87

North Liberty, Iowa

July 12, 2022

The City Council of the City of North Liberty, Iowa, met on July 12, 2022, at ____ o'clock
____.m. at the _____, North Liberty, Iowa.

The meeting was called to order by the Mayor, and the roll being called, the following
named Council Members were present and absent:

Present: _____

Absent: _____.

After due consideration and discussion, Council Member _____ introduced
the following resolution and moved its adoption, seconded by Council Member
_____. The Mayor put the question upon the adoption of said resolution, and
the roll being called, the following Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted, as hereinafter set out.

....

At the conclusion of the meeting and, upon motion and vote, the City Council adjourned.

CHRIS HOFFMAN, MAYOR

Attest:

TRACEY MULCAHEY, CITY CLERK

Resolution No. 2022-71

RESOLUTION SETTING THE DATE FOR THE SALE OF GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2022A AND AUTHORIZING THE USE OF A PRELIMINARY OFFICIAL STATEMENT IN CONNECTION THEREWITH

WHEREAS, the City of North Liberty (the "City"), in Johnson County, State of Iowa, heretofore proposed to enter into a loan agreement (the "Loan Agreement"), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$9,400,000 for the purpose of paying the costs, to that extent, of (1) constructing street, water system, sanitary sewer system, storm water drainage and side walk improvements; and (2) acquiring and installing street lighting, signage and signalization improvements, and pursuant to law and duly published notice of the proposed action has held a hearing thereon on June 28, 2022; and

WHEREAS, a Preliminary Official Statement (the "P.O.S.") has been prepared to facilitate the sale of General Obligation Corporate Purpose Bonds, Series 2022A (the "Bonds") to be issued in evidence of the obligation of the City under the Loan Agreement, and it is now necessary to make provision for the approval of the P.O.S. and to authorize its use by Independent Public Advisors, LLC, as municipal financial advisor (the "Municipal Advisor") to the City; and

WHEREAS, it is now necessary to set the date for the sale of the Bonds and to make provision for the advertisement thereof;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of North Liberty, Iowa, as follows:

Section 1. The City Administrator and City Clerk are hereby authorized to take such action as shall be deemed necessary and appropriate, with the assistance of Dorsey & Whitney LLP (the "Disclosure Counsel"), as bond and disclosure counsel to the City, and the Municipal Advisor, to prepare the P.O.S. describing the Bonds and providing for the terms and conditions of their sale, and all action heretofore taken in this regard is hereby ratified and approved.

Section 2. The use by the Municipal Advisor of the P.O.S. relating to the Bonds in substantially the form as has been presented to and considered by the City Council is hereby approved, and the Municipal Advisor, together with Disclosure Counsel, are hereby authorized to prepare and use a final Official Statement for the Bonds substantially in the form of the P.O.S. but with such changes therein as are required to conform the same to the terms of the Bonds and the resolution, when adopted, providing for the sale and issuance of the Bonds, and the City Administrator is hereby authorized and directed to execute a final Official Statement for the Bonds, if requested. The P.O.S. as of its date is deemed final by the City within the meaning of Rule 15(c)(2)-12 of the Securities and Exchange Commission.

Section 3. Sealed bids for the purchase of the Bonds shall be received and canvassed on behalf of the City until 10:00 o'clock a.m. on July 26, 2022, at the office of the City Clerk in the City, and the City Council shall meet on the same date at 6:30 o'clock p.m., at City Hall, North Liberty, Iowa, for the purpose of considering such bids received and considering and passing a resolution providing for the award of the Bonds, and the Municipal Advisor is hereby authorized and directed to disseminate the notice of said sale, in compliance with the Internal Revenue Service regulations governing "Issue Price" determinations, such notice to minimally contain information regarding Establishment of Issue Price set forth in the "Terms of Offering" attached to the P.O.S. and to be in such form as the Municipal Advisor may deem to be appropriate.

Section 4. Pursuant to Section 75.14 of the Code of Iowa, the City Council hereby authorizes the use of electronic bidding procedures for the sale of the Bonds through PARITY®, and hereby finds and determines that the PARITY® competitive bidding system will provide reasonable security and maintain the integrity of the competitive bidding process and will facilitate the delivery of bids by interested parties under the circumstances of this bond sale.

Section 5. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

APPROVED AND ADOPTED this 12th day of July, 2022.

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

ATTESTATION CERTIFICATE

STATE OF IOWA
JOHNSON COUNTY SS:
CITY OF NORTH LIBERTY

I, the undersigned, City Clerk of the City of North Liberty, do hereby certify that attached hereto is a true and correct copy of all of the proceedings of the City Council relating to the fixing of a date for the sale of General Obligation Corporate Purpose Bonds, Series 2022A and approving a preliminary official statement for the sale of the Bonds, as referred to herein.

WITNESS MY HAND this _____ day of _____, 2022.

TRACEY MULCAHEY, CITY CLERK



GRD Burleson, LLC Annexation

Resolution No. 2022-72

**A RESOLUTION APPROVING ANNEXATION OF CERTAIN
PROPERTY TO THE CITY OF NORTH LIBERTY, IOWA**

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

WHEREAS, the owner of property, GRD Burleson, LLC, generally located on the south side of South Dubuque Street and east of North Liberty Road in the southeast part of the City has applied for annexation to the City of North Liberty;

WHEREAS, the total property to be annexed is legally described in Exhibit A, which includes all county roadways adjacent to the annexation area; and

WHEREAS, it is in the best interest of the City of North Liberty that said property be annexed to the City at this time.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of North Liberty, Iowa, that the property referred to herein and shown and mapped in Exhibit A shall hereinafter be and become a part of the City of North Liberty, Iowa.

BE IT FURTHER RESOLVED that the Planning Director is hereby directed to file the appropriate documentation with the City Development Board in order to proceed with the finalization of this annexation.

APPROVED AND ADOPTED this 12th day of July, 2022.

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

Exhibit A – Legal Description of Property

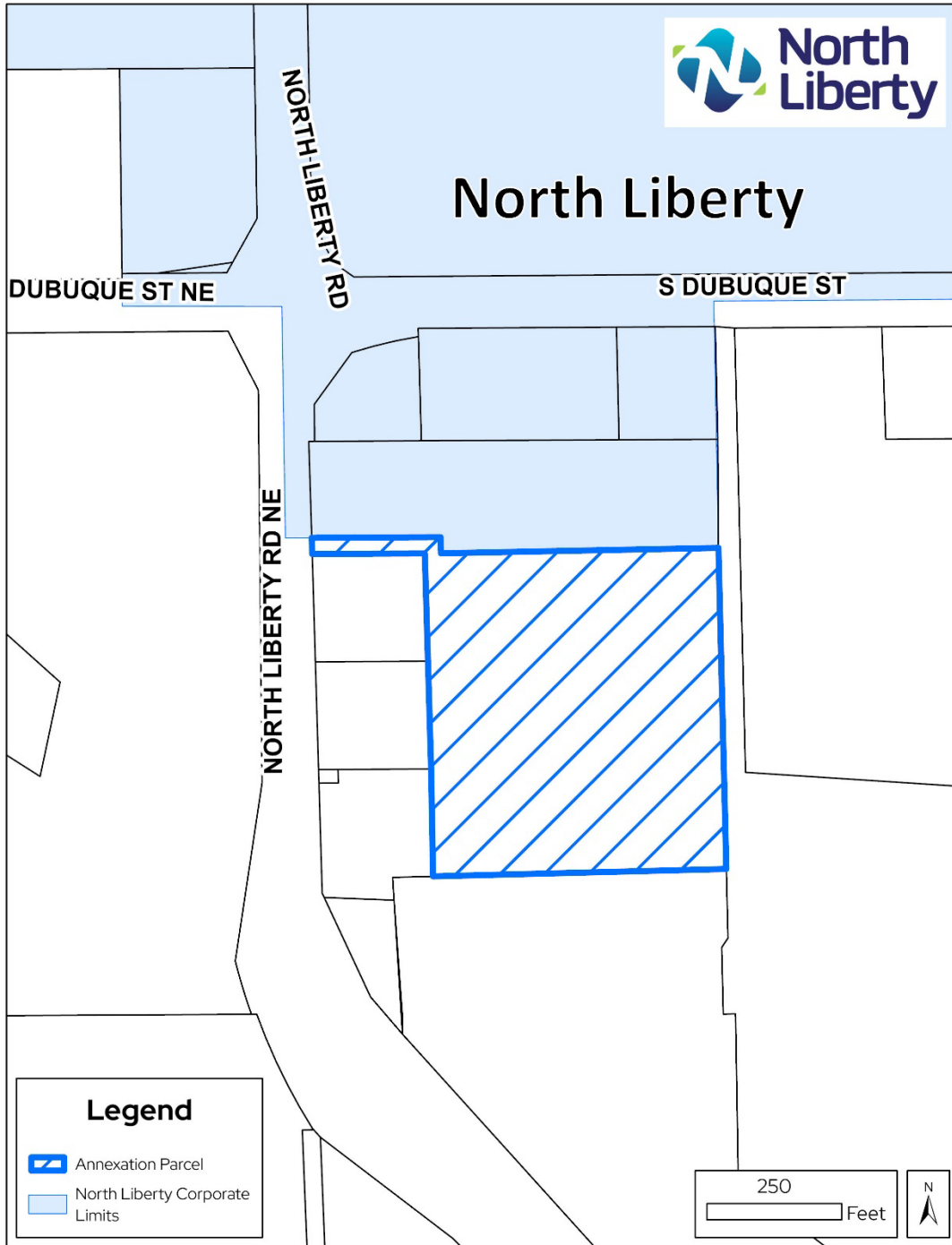
Part of the Southwest Quarter and the Southeast Quarter of the Southwest Quarter of Section 17, Township 80 North, range 6 West of the 5th Principal Meridian, laying east of the centerline of North Liberty Road NE; more particularly described as follows:

Commencing at the northwest corner of the Southeast Quarter of the Southwest Quarter of said Section 17; Thence South 02 degrees 01' 14" East, along the west line of said Southeast Quarter of the Southwest Quarter, a distance of 268.73'; Thence South 88 degrees 50' 45" West, a distance of 3.37' to a point which is 1037.92' northerly of and 1328.89' easterly of the Southwest corner of the Southwest Quarter of said Section 17, said point being on the centerline of North Liberty Road NE;

Thence South 01 degree 41' 07" East, along said centerline, a distance of 178.67' to the Point of Beginning; Thence North 89 degrees 34' 40" East, along a north line of said described parcel, a distance of 271.72'; Thence continuing along said northerly line, South 01 degree 41' 07" East, a distance of 30.00'; Thence continuing along said northerly line, North 88 degrees 45' 04" East, a distance of 517.50' to a westerly line of Lot 2 of Free Rein Subdivision, according to the Plat thereof as filed with the Johnson County Recorder in Book 40, Page 151 on June 16, 1999; Thence along said westerly line, South 01 degree 21' 15" East, A distance of 596.12' to an iron bar at the southwest corner of said described parcel; Thence South 88 degrees 55' 02" West, along the south line of said parcel, a distance of 544.36' to the easterly line of a parcel conveyed to Matthew and Katherine Potts, per Warranty Deed as filed June 25, 2018 in Book 5803, page 911; Thence along said easterly line, and its northerly extension, North 01 degree 41' 07" West, a distance of 594.99' to the northeasterly corner of a parcel conveyed to Big Ten Homes, LLC, per Warranty Deed as filed on November 22, 2016 in Book 5590, page 176; Thence South 89 degrees 34' 05" West, along the north line of aforesaid parcel, a distance of 241.72' to the centerline of North Liberty Road NE; Thence along said centerline, North 01 degree 41' 07" West, a distance of 30.04' to the Point of Beginning; containing 7.65 acres, more or less.

All county roadways adjacent to the annexation area are included in this legal description.

Map of Proposed Annexation:





Parking Resolution

Resolution No. 2022-73

**A RESOLUTION APPROVING PARKING CONTROL DEVICES IN
THE CITY OF NORTH LIBERTY, IOWA**

WHEREAS, Section 69.08 of the North Liberty Code of Ordinances authorizes the City Council to establish by resolution and cause to be placed parking control devices that prohibit or limit parking at designated locations in accordance with Chapter 69 of the City's Code; and

WHEREAS, the City Council has previously prohibited or limited parking throughout the City and has now reviewed the same.

BE IT THEREFORE NOW RESOLVED BY THE CITY COUNCIL OF NORTH LIBERTY, IOWA, that the City of North Liberty, Iowa, hereby establishes the placement of parking control devices to prohibit or limit parking for the City's street system as follows in the attached chart.

APPROVED AND ADOPTED this 12th day July, 2022.

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

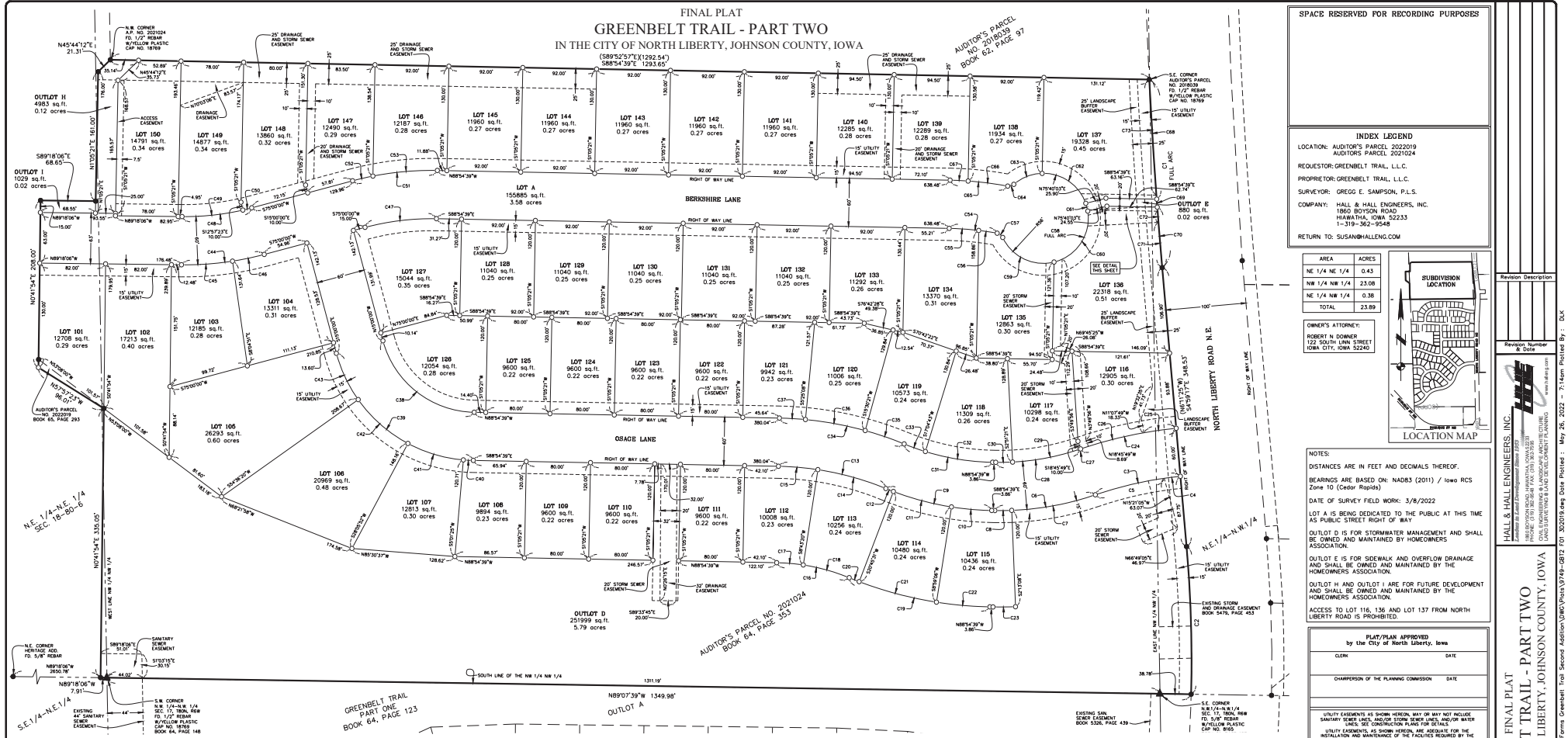
Street Name	Side of Street Parking is Prohibited	Times
236th Street	North side from Progress Street to the west 140 feet	at all times
236th Street	South side between Progress Street and North Jones Boulevard	at all times
238th Street	Both sides between Progress Street and North Jones Boulevard	at all times
240th Street	Both sides	at all times
Alderwood Road	West side	at all times
Alexander Way	Both sides	at all times
Ashley Court	South side from the intersection with Highway 965 to the eastern end, at the railroad property	at all times
Birch Street	From Front Street west approximately 320 feet to the first Stewart Street intersection	at all times
Brook Ridge Avenue	West side	at all times
Cherry Street	Both sides from the CRANDIC railroad crossing west to the intersection of Highway 965	at all times
Cherry Street	South side from Highway 965 to its westerly termination	at all times
Commercial Drive	Both sides	at all times
Community Drive	Both sides	at all times
Cook Circle	West side	at all times
Cypress Ridge	West side	at all times
Denison Ave	North side	at all times
Devmont Court	South side	at all times
Dickinson Drive	North side from Dubuque Street east to the intersection with Whitman Avenue	at all times
Dubuque Street	Both sides from a point one hundred feet south of the intersection with Cherry Street south to the city limits	at all times
Dubuque Street	Both sides from Main Street north to the city limits	at all times
East Hickory Street	North side between posted signs	at all times
East Hickory Street	South side where posted at the inside corner approximately two hundred feet east of Front Street	at all times
East Jefferson Street	South side	at all times
Elm Grove Avenue	North side	at all times
Elm Ridge Court	Adjacent to properties with odd-numbered addresses (south side)	at all times
Elm Ridge Drive	Side adjacent to the properties with even-numbered addresses.	at all times
Emily Street	East side	at all times
Front Street	Both sides from Dubuque Street north to the city limits	at all times
Front Street	Both sides from Zeller Street south to the city limits	at all times
Front Street	East side between Cherry Street south to Zeller Street on even-numbered days	6:00 a.m. to 6:00 p.m.
Front Street	West side between Cherry Street south to Zeller Street on odd-numbered days	6:00 a.m. to 6:00 p.m.
Hackberry Street	North side	at all times
Hawkeye Drive	Both sides	at all times
Hawkeye Drive	Both sides between Highway 965 and Spartan Drive	at all times
Hawthorne Place	Side adjacent to the properties with odd-numbered addresses	at all times
Hedgwood Circle	West side	at all times
Heritage Place	North side of the street on even-numbered days	6:00 a.m. to 6:00 p.m.
Heritage Place	South side of the street on odd-numbered days	6:00 a.m. to 6:00 p.m.
Herky Street	Both sides from its intersection with Penn Street south a distance of nine hundred and ten feet	at all times
Highway 965	Both sides	at all times
Jessie Street	West side and anywhere on the two extensions on the east side and west side of Jessie Street	at all times
Jones Boulevard	Both sides	at all times

Street Name	Side of Street Parking is Prohibited	Times
Juniper Court	Both sides from Hackberry Street to Juniper Street	at all times
Juniper Street	North side from the intersection with Dubuque Street for 228 feet to the west	at all times
Juniper Street	South side	at all times
Kansas Avenue	Both sides	at all times
Liberty Way	Both sides	at all times
Lincoln Drive	South side from Cameron Way to the west termination	at all times
Lining Lane	Both sides	at all times
Linder Lane	East side	at all times
Lions Drive	Both sides	at all times
Main Street	West side	at all times
Maple Street	Adjacent to properties with even-numbered addresses	at all times
Mark Twain Court	East side abutting Lots 14 and 16 on even-numbered days	6:00 a.m. to 6:00 p.m.
Mark Twain Court	South and west side abutting Lots 13 through 19 on odd-numbered days	6:00 a.m. to 6:00 p.m.
North Stewart Street	East side from the intersection of Penn Street to a point three hundred feet south	at all times
Oak Terrace Avenue	East and north sides (street curves)	at all times
Park View Court	West side from the intersection of Zeller Street to a point five hundred feet south	at all times
Penn Court	Both sides on both the North and West parts of the street	at all times
Penn Street	Both sides	at all times
Pheasant Lane	North side from Scales Bend Road to Timber Wolf Drive through the duration of the Highway 965 Project	at all times
Pheasant Lane	South side from Scales Bend Road to Highway 965	at all times
Prairie Ridge Road	North and east sides between Sugar Creek Lane and Zeller Street	at all times
Prairie Ridge Road	South side of Prairie Ridge Road from a point one hundred eighty-five feet west of the intersection with Sugar Creek Lane east to the intersection with Sugar Creek Lane	at all times
Progress Street	Both sides	at all times
Rachael Street	West side from the intersection of Blue Sky Drive to the south to the end of the street	at all times
Redbud Circle	East side	at all times
River Bend Lane	West side	at all times
Sara Courth	South and west side	at all times
Scarlet Oak Circle	West side	at all times
Silver Maple Trail	South side east of Cypress Ridge	at all times
Stoner Court	Both sides	at all times
Sugar Creek Lane	Both sides from Zeller Street south to the intersection with Fairview Lane, except that parking is permitted on the east side of Sugar Creek Lane from Westwood Drive to Fairview Lane	at all times
Tupelo Drive	West side	at all times
Vandello Circle	North side around the entire curve to the south	at all times
Vandello Drive	Both sides between Front Street and Cook Circle	at all times
Vandello Drive	North side between Cook Circle and Sadler Drive	at all times
Vandello Drive	Both sides 60 feet from its intersection with Sadler Drive	at all times
Westwood Drive	Both sides	at all times
Zeller Street	North side of the street on even-numbered days	6:00 a.m. to 6:00 p.m.
Zeller Street	South side of the street on odd-numbered days	6:00 a.m. to 6:00 p.m.



Greenbelt Trail Part Two Subdivision

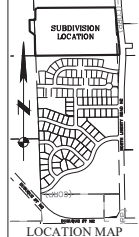
**FINAL PLAT
GREENBELT TRAIL - PART TWO
IN THE CITY OF NORTH LIBERTY, JOHNSON COUNTY, IOWA**



SPACE RESERVED FOR RECORDING PURPOSES

INDEX LEGEND
 LOCATION: AUDITOR'S PARCEL 2022019
 AUDITOR'S PARCEL 2021024
 REQUESTOR: GREENBELT TRAIL, L.L.C.
 PROPRIETOR: GREENBELT TRAIL, L.L.C.
 SURVEYOR: GREGG E. SAMPSON, P.L.S.
 COMPANY: HALL & HALL ENGINEERS, INC.
 1850 BOYDSON ROAD
 HAWAIIA, IOWA 52233
 T-319-362-9548
 RETURN TO: SUSAN@HALLENG.COM

AREA	ACRES
NE 1/4 N 1/4 1/4	0.43
NW 1/4 N 1/4 1/4	23.08
NE 1/4 N 1/4 1/4	0.38
TOTAL	23.89



NOTES:
 DISTANCES ARE IN FEET AND DECIMALS THEREOF.
 BEARINGS ARE BASED ON: NAD83 (2011) / Iowa RCS Zone 10 (Coar Ranges)
 DATE OF SURVEY FIELD WORK: 5/8/2022
 LOT A IS BEING DEDICATED TO THE PUBLIC AT THIS TIME AS PUBLIC STREET RIGHT OF WAY.
 OUTLOT D IS FOR STORMWATER MANAGEMENT AND SHALL BE OWNED AND MAINTAINED BY HOMEOWNERS ASSOCIATION.
 OUTLOT E IS FOR SDEWBACK AND OVERFLOW DRAINAGE AND SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 OUTLOT H AND OUTLOT I ARE FOR FUTURE DEVELOPMENT AND SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 ACCESS TO LOT 116, 136 AND LOT 137 FROM NORTH LIBERTY ROAD IS PROHIBITED.

PLAT/PLAN APPROVED
 by the City of North Liberty, Iowa

CLERK _____ DATE _____

CHIEF OF THE PLANNING COMMISSION _____ DATE _____

UTILITY EASEMENTS AS SHOWN HEREON, MAY OR MAY NOT INCLUDE SANITARY SEWER LINES AND/OR STORM SEWER LINES AND/OR WATER LINES. SEE CONSTRUCTION PLANS FOR DETAILS.
 UTILITY EASEMENTS AS SHOWN HEREON, ARE REQUIRED FOR THE INSTALLATION AND MAINTENANCE OF THE FACILITIES REQUIRED BY THE FOLLOWING AGENCIES:

MEMBERMAN ENERGY CO. _____ DATE _____

METACON _____ DATE _____

LOWA COUNTY REC. _____ DATE _____

SOUTH SLOPE _____ DATE _____

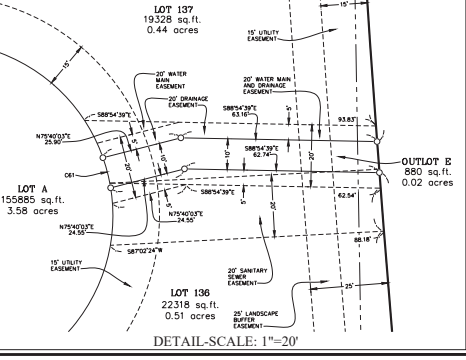
WINDSTREAM _____ DATE _____

Curve Table

Curve	Delta	Tangent	Radius	Chord	Chord Brg	
C1	7° 07' 36"	111.37'	234.58'	6320.00'	234.57'	53° 56' 11"
C2	6° 23' 47"	92.09'	183.98'	1648.00'	183.99'	51° 46' 40"
(C2)					(183.93)	(N83.83) (N2° 59' 59")
C3	13° 14' 43"	54.57'	106.65'	470.00'	106.41'	N77° 43' 54"
C4	2° 29' 00"	10.19'	20.37'	470.00'	20.37'	N83° 06' 46"
C5	10° 45' 43"	44.27'	88.28'	470.00'	88.15'	N76° 29' 24"
C6	19° 58' 48"	64.29'	127.28'	365.00'	126.84'	N81° 05' 57"
C7	16° 40' 20"	53.48'	106.21'	365.00'	105.84'	N79° 26' 42"
C8	3° 18' 28"	10.54'	21.07'	365.00'	21.07'	N89° 26' 07"
C9	21° 15' 20"	68.49'	135.41'	365.00'	134.63'	S78° 16' 59"
C10	7° 53' 45"	25.19'	50.30'	365.00'	50.26'	S84° 57' 47"
C11	11° 44' 29"	37.63'	75.00'	365.00'	74.89'	S79° 07' 42"
C12	7° 35' 10"	5.05'	10.10'	365.00'	10.10'	S89° 26' 54"
C13	21° 15' 20"	69.43'	137.26'	365.00'	136.48'	S78° 16' 59"
C14	13° 37' 21"	44.19'	87.37'	370.00'	87.76'	S74° 28' 00"
C15	7° 37' 59"	24.68'	49.26'	370.00'	49.26'	S89° 05' 47"
C16	21° 15' 20"	46.91'	93.74'	250.00'	92.21'	N78° 16' 59"
C17	7° 37' 59"	16.68'	33.34'	250.00'	33.28'	N85° 05' 40"
C18	13° 37' 21"	28.86'	58.44'	250.00'	59.30'	N74° 28' 00"
C19	21° 15' 20"	91.01'	179.92'	365.00'	178.89'	N78° 16' 59"
C20	1° 35' 10"	6.71'	13.43'	485.00'	13.43'	N68° 26' 54"
C21	11° 44' 29"	50.01'	99.66'	485.00'	99.49'	N79° 07' 42"

SURVEY LEGEND

- SET 1 1/2" REBAR W/ YELLOW PLASTIC CAP NO. 18769 UNLESS OTHERWISE NOTED
- SET SECTION CORNER MONUMENT
- RECORDED AS EASEMENT LINE
- PLAT BOUNDARY
- PLAT LOT LINE
- EXISTING LOT LINE
- SECTION LINE
- QUARTER SECTION LINE



LEGAL DESCRIPTION:
 AUDITOR'S PARCEL NO. 2021024 AND AUDITOR'S PARCEL NO. 2022019
 CITY OF NORTH LIBERTY, JOHNSON COUNTY, IOWA
 SAID PARCEL CONTAINS 23.89 ACRES.

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Signature: _____ Date: _____

GREGG E. SAMPSON, P.L.S. License No. 1889
 1850 Boydson Road
 Hawaia, Iowa 52233
 T-319-362-9548

DESIGNED BY: DLK
 DRAWN BY: DLK
 CHECKED BY: DLK
 DATE: 6/26/2022
 TITLE BOOK NO: 01102/01105
 SCALE: 1"=60'
 SHEET: 1 of 1
 PROJECT NUMBER: 9749-CBT-2

Revision Description
 Revision Number & Date
 HALL & HALL ENGINEERS, INC.
 1850 BOYDSON ROAD
 HAWAIIA, IOWA 52233
 T-319-362-9548
 LAND SURVEYING & LAND DEVELOPMENT PLANNING
 www.halleeng.com
 FINAL PLAT
GREENBELT TRAIL - PART TWO
 IN THE CITY OF NORTH LIBERTY, JOHNSON COUNTY, IOWA
 SHEET NO. 01102/01105

HALL & HALL ENGINEERS, INC.

Circle K, Inc. 10/1/11



5 July 2022

Mr. Tom Palmer
City of North Liberty Building Official
1 Quail Creek Circle
North Liberty, IA 52317

RE: MLO Elevations for Greenbelt Trail – Part Two in the City of North Liberty in
Johnston County, IA

Mr. Tom Palmer:

This letter is to formally certify the minimum low opening (MLO) elevations for the lots platted with the Greenbelt Trail – Part Two subdivision development. Please refer to Table 1 below for the certified MLO elevations for Lots 101-150.

You may contact me at (319) 362-9548 or devin@halleng.com if you have any questions of concerns regarding this documentation.

Respectfully Submitted,

A handwritten signature in blue ink that reads "Devin Lawson". The signature is written in a cursive, flowing style.

Devin Lawson, P.E.
Project Engineer



Resolution No. 2022-74

RESOLUTION APPROVING THE FINAL PLAT AND ACCEPTING IMPROVEMENTS FOR GREENBELT TRAIL – PART TWO NORTH LIBERTY, IOWA

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

WHEREAS, the owner and developer, Greenbelt Trail L.L.C., have filed with the City Clerk a final plat for the property described in Exhibit A, which is attached hereto and made a part hereof;

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

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

WHEREAS, the requirements for property improvements have been installed in accordance with the design standards and Municipal Code requirements of the City of North Liberty except for those included in the escrow agreement.

NOW, THEREFORE, BE IT RESOLVED that the final plat of Greenbelt Trail – Part Two, as shown on the final plat, and that Property Improvements, except for sidewalks and those items included in the escrow agreement, are hereby approved and accepted.

BE IT FURTHER RESOLVED that all parcels shown on said plat to be dedicated to the City of North Liberty are hereby accepted.

APPROVED AND ADOPTED this 12th day of July, 2022.

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

FLOOD PROTECTION ELEVATION NOTES FOR GREENBELT TRAIL - PART TWO
 [MINIMUM LOW OPENING: MLO]

LOT #	REAR	MINIMUM LOW OPENINGS (MLO) SIDE (N)	SIDE (E)
101	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED
102	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED
103	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED
104	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED
105	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED
106	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED
107	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED
108	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED
109	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED
110	740.20	25' - 40' FROM FRONT OF LOT = 747.70 / MORE THAN 40' FROM FRONT OF LOT = 745.80	25' - 40' FROM FRONT OF LOT = 747.70 / MORE THAN 40' FROM FRONT OF LOT = 745.80
111	740.20	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED
112	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED
113	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED
114	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED
115	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED
116	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED
117	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED
118	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED
119	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED
120	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED
121	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED
122	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED
123	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED
124	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED
125	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED
126	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED
127	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED
128	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED
129	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED
130	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED
131	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED
132	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED
133	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED
134	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED
135	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED
136	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED
137	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED
138	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED
139	756.70	756.00	756.00
140	756.00	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED
141	756.00	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED
142	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED
143	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED
144	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED
145	WEST 46' OF LOT WIDTH = 764.5 / EAST 46' OF LOT WIDTH = 765.00	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED
146	763.70	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED
147	762.00	762.30	762.30
148	762.00	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED
149	762.40	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED
150	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED	NO ELEVATION REQUIRED

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

**STORM WATER MANAGEMENT FACILITY
MAINTENANCE AGREEMENT AND EASEMENT
GREENBELT TRAIL PART TWO SUBDIVISION**

THIS AGREEMENT, made by and between the City of North Liberty, Iowa, a municipal corporation, hereinafter referred to as “City,” and Greenbelt Trail, L.L.C., hereinafter referred to as “Owner.”

SECTION 1. REQUEST FOR STORMWATER MANAGEMENT FACILITY MAINTENANCE AGREEMENT.

A. The Owner has requested that the City approve this Storm Water Management Facility Maintenance Agreement and Easement with respect to the real estate situated in North Liberty, Johnson County, Iowa, upon which the stormwater management facilities for Greenbelt Trail Part Two Subdivision will be constructed, said real estate designated as Outlot D on the Final Plat of Greenbelt Trail Part Two Subdivision (the “Facilities”):

B. As part of this request, the Owner acknowledges the following:

1. The Owner has full ownership and control of the real estate described above;

2. The Owner, for the purposes of this Agreement, includes the current owner of the property described above; any successor owners, assigns, and heirs of the original Owner, and any other person or party determined to be a “responsible person” as defined in Chapter 156, City of North Liberty Code of Ordinances, or any successor ordinance thereto.

3. This Agreement is required by and shall be enforced pursuant to Chapter 156, City of North Liberty Code of Ordinances, or any successor ordinance thereto, and the Iowa Storm Water Management Manual, or any successor manual thereto.

SECTION 2. CONDITIONS OF APPROVAL OF AGREEMENT.

A. The Owner agrees that this Agreement shall be a covenant running with the land and shall be binding on the present and future owners of the property in perpetuity unless released by the City.

B. This Agreement shall be filed with the City Clerk, approved by the City Council, fully executed by both parties, and recorded at the Owner's expense at the Office of the Johnson County Recorder.

SECTION 3. MAINTENANCE AND REPAIR OF STORM WATER MANAGEMENT FACILITY.

A. The Owner and any future owners of any part or all of the property described in section 1.A above shall be responsible for maintaining and repairing the Facilities in a properly functioning condition, as determined in the sole judgment of the City. Maintenance and repair shall include but is not limited to the following best management practices:

1. Mow basin bottom and embankment regularly to prevent growth of weeds and trees.
2. Check the integrity of the dam at least annually for varmint holes, low spots in the dam (other than the overflow spillway), etc.
3. Inspect outlet structure and piping at least quarterly, remove any obstructions, and ensure they are in good working order.
4. Inspect inlet pipes at least quarterly to be sure they are free flowing and remove any obstructions.
5. Inspect erosion control measures at least monthly until an adequate stand of grass is established.
6. Repair and remove silt from erosion control BMPS (silt fence, etc.) as needed.
7. Inspect overflow spillway at least annually to make sure it is operating properly and that it is at the correct elevation.
8. Inspect granular channels and riprap at least quarterly, and remove weeds and debris and replace rock as needed.

B. A complete copy of the specifications for the as-built Facilities and related documents will be kept on file with the City to provide more detail as to the Facilities and the maintenance and repair requirements related thereto.

C. The Owner is responsible for documenting maintenance and repair needs and ensuring compliance with the requirements of this ordinance and accomplishment of its purposes.

SECTION 4. MAINTENANCE AND REPAIR; EASEMENT.

The Owner grants to the City an easement for access to the Facilities at reasonable times for periodic inspection by City or City's designee to ensure that the Facilities are maintained in proper working condition to meet City Storm Water requirements and, if necessary, and for maintenance and repair of the Facilities in accordance with the terms of this Agreement.

The Owner further grants to the City the following rights in connection with said easement:

A. The right to temporarily occupy the area on either side of the Facilities in order to grade said easement areas for the full width thereof.

B. The right from time to time, after providing reasonable notice to the Owner as provided in Section 7, to trim, cut down and clear away all trees and brush on said Facilities which now or hereafter in the opinion of the City may be a hazard to said Facilities, or may interfere with the exercise of the City's rights hereunder in any manner.

The City shall indemnify the Owner against any loss and damage which shall be caused by the negligent exercise of any said ingress or egress, construction, use or maintenance by the City or its agents or employees in the course of their employment.

The Owner reserves the right to use said Facilities for purposes which will not interfere with the City's full enjoyment of its right hereby granted; provided that the Owner shall not erect or construct any building, fence, retaining wall or other structures; plant any trees, drill or operate any well; construct any obstructions on said Facilities; or substantially add to the ground cover of said Facilities.

SECTION 5. INSPECTION OF FACILITIES.

The Facilities are subject to periodic inspections by the City on any reasonable basis, including but not limited to: routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; inspection of drainage basins or areas identified as higher than typical sources of sediment or other contaminants or pollutants; inspections of uses of a type associated with higher than usual discharges of contaminants or pollutants or with discharges of a type which are more likely than the typical discharge to cause violations of state or federal water or sediment quality standards or the NPDES Storm Water permit; and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include but are not limited to: reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in the Facilities, and evaluating the condition of the Facilities.

SECTION 6. RECORDS OF INSTALLATION AND MAINTENANCE AND REPAIR ACTIVITIES.

The Owner is responsible for the operation and maintenance of the Facilities in perpetuity. The Owner shall make records of the installation and of all maintenance and repairs and shall retain the records for at least twenty-five (25) years. These records shall be made available to the City during inspection of the facility and at other reasonable times upon the City's request.

SECTION 7. FAILURE TO MAINTAIN STORM WATER MANAGEMENT FACILITIES.

In the event that the Facilities are not being maintained and repaired as required by this Agreement or the City's ordinances, the City shall notify the Owner in writing. Upon receipt of that notice, the Owner shall have thirty (30) days to effect maintenance and repair of the Facilities in an approved manner. A reasonable extension may be allowed if the work cannot be completed within the thirty days due to weather, unavailability of necessary materials, or other good cause shown by the Owner.

If the Owner fails or refuses to meet the requirements of the maintenance covenant or any provision of this Agreement or the City's ordinance, the City, after reasonable notice, may correct a violation by performing all necessary work to place the Facilities in proper working condition. After correcting said violation, City may assess, jointly and severally, the owners of the Facilities, and any other persons or parties responsible for maintenance under any applicable written agreement with the Owner, for the cost of repair work and any penalties; and the cost of the work shall be a lien on the property or prorated against the beneficial users of the property, which are all property owners of this subdivision, and may be placed on the tax bill and collected as ordinary taxes. The Owner hereby agrees that it shall not be necessary for the City to seek a court order for permission to enter upon the property or take the corrective actions it determines necessary under this Section.

Nothing in this Agreement shall be construed to impose a requirement on the City to install the original public improvement at issue herein. Nor shall the Owner be deemed acting as the City's agent during the original construction and installation of said improvement. The parties agree that the obligation to install the public improvement herein shall be in accordance with City specifications, and the obligation shall remain on the Owner until completion by the Owner, and until acceptance by the City, as provided by law.

SECTION 8. ENFORCEMENT AND APPEALS.

A. Building and occupancy permits shall not be issued until the Facilities have been constructed by the Owner and inspected and approved by the City; however, upon request of the Owner and prior to completion of the Facilities, the City may, in its discretion, conditionally approve the Facilities, subject to certain terms and the posting of sufficient security in accordance with Subsection 180.11(8)(A)(2) of the City's Subdivision Ordinance. Any violator may be required to restore land to its undisturbed condition. In the event that restoration is not undertaken within a reasonable time after notice, City may take necessary corrective action, the cost of which shall become a lien upon the property until paid.

B. Violation of any provision of this ordinance may be enforced by civil action including an action for injunctive relief. In any civil enforcement action, administrative or judicial, the City shall be entitled to recover attorney fees and court costs from any person or party who is

determined by a court of competent jurisdiction to have violated this ordinance.

C. Violation of any provision of this ordinance may also be enforced as a municipal infraction within the meaning of §364.22 of the Code of Iowa, pursuant to the City's municipal infraction ordinance.

SECTION 9. OWNER'S OBLIGATION AND CITY ACTIONS.

A. The Owner of part or all of the property described above agrees and is fully obligated to perform as provided in this Agreement. The Owner is liable and responsible for each and every obligation agreed to be undertaken pursuant to this Agreement. Failure of any party responsible to perform under this Agreement is not a defense against any action to be taken by the City.

B. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers must be in writing, signed by both parties and approved by written resolution of the City Council.

C. Only upon completion of the Facility and, further, upon inspection and approval of the Facility by the City shall the Owner have the right to assign all of its obligations under this Agreement to a homeowners' association or the successor title holder of the property described in Section 1.A of this Agreement. Such assignment shall occur automatically upon recorded conveyance of the property by deed, contract or Declaration of Submission of Property to Horizontal Property Regime pursuant to Iowa Code Chapter 499B.

SECTION 10. FEES.

The Owner agrees to pay for the costs of recording this Agreement. The Owner agrees to pay all necessary recording and filing fees that accrue as a result of any work that is performed under this Agreement or made necessary as a result of this development project. A copy of all recorded documents, including but not limited to this Agreement, shall be provided to the City.

SECTION 11. NOTICES.

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

Greenbelt Trail, LLC
c/o Robert N. Downer
122 S. Linn St.
Iowa City, Iowa 52240

The Owner is required to maintain current contact information on file with the City at all times. In the event ownership of the property changes for any reason and under any circumstances, any new owner shall maintain current contact information on file with the City.

Notices to the City shall be in writing and shall be either hand delivered to the City

Administrator or mailed to the City by registered mail in care of the City Administrator at the following address:

North Liberty City Administrator
3 Quail Creek Circle
P.O. Box 77
North Liberty, IA 52317

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

SECTION 12. SUCCESSORS AND ASSIGNS.

This Agreement shall be a covenant running with the land and inure to the benefit of and be binding upon the Owner and all successors, heirs, and assigns in perpetuity.

[remainder of page intentionally left blank]

DATED this ____ day of _____, 2022.

CITY OF NORTH LIBERTY, IOWA

GREENBELT TRAIL, L.L.C.

By: _____
Chris Hoffman, Mayor

By: _____
James Patrick Scanlon, Jr., Manager

(seal)

ATTEST: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this ____ day of _____, 2022, 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 _____, 2022; 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
My Commission Expires: _____

STATE OF MASSACHUSETTS, _____ COUNTY, ss:

This instrument was acknowledged before me on the ____ day of _____, 2022, by James Patrick Scanlon, Jr., as Manager of Greenbelt Trail, L.L.C.

Notary Public in and for the State of Massachusetts
My Commission Expires: _____

Resolution No. 2022-75

RESOLUTION APPROVING THE STORM WATER MANAGEMENT FACILITIES MAINTENANCE AND EASEMENT BETWEEN THE CITY OF NORTH LIBERTY AND GREENBELT TRAIL, L.L.C. THAT ESTABLISHES THE TERMS AND CONDITIONS UNDER WHICH STORMWATER MANAGEMENT FACILITIES WILL BE MAINTAINED FOR GREENBELT TRAIL PART TWO SUBDIVISION IN THE CITY OF NORTH LIBERTY, IOWA

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

WHEREAS, the terms and conditions for the maintenance of the storm water management facilities for the Greenbelt Trail Part Two Subdivision have been set forth in an Agreement between the City of North Liberty ("City") and Greenbelt Trail, L.L.C. ("Owner");

WHEREAS, the owner of the property shown in the attachment have executed the Public Storm Sewer Easement Agreement to permit the City to utilize property delineated in the agreement for the purpose of excavating for and the installation, replacement, maintenance and use of public storm sewer infrastructure;

NOW, THEREFORE, BE IT RESOLVED that that the Storm Water Management Facility Maintenance Agreement and Easement between the City and the Owner is approved for the development of Greenbelt Trail Part Two, North Liberty, Iowa.

APPROVED AND ADOPTED this 12th day of July, 2022.

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

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

**ESCROW AGREEMENT
GREENBELT TRAIL PART TWO SUBDIVISION**

THIS ESCROW AGREEMENT is made this ___ day of _____, 2022, by and between the City of North Liberty, Iowa ("City") and Greenbelt Trail, L.L.C. ("Developer").

RECITALS

A. Developer and the City originally entered into a Developer's Agreement for Greenbelt Trail Part Two, located on the real estate described in the attached Exhibit A, (hereinafter the "Property") which is fully incorporated herein by this reference.

B. Pursuant to Section 3 of the Developer's Agreement, the Developer was required to complete certain site improvements at Developer's sole cost and expense, and subject to the City's prior approval thereof. The parties further acknowledge that the obligation to install public improvements is deemed a covenant running with the land and with title to the land.

C. All public improvements required under Section 3 have been installed by Developer except for items enumerated (the "Escrow Items") on the attached Exhibit B, which is fully incorporated herein by this reference.

D. As a condition of approving the Final Plat for Greenbelt Trail Subdivision, the City has required Developer to deposit Thirty-Six Thousand Seven Hundred Nineteen Dollars (\$36,719.00), (the "Escrow Amount") with the City in escrow pending Developer's obligation to complete the Escrow Items. The Escrow Amount represents the sum of Escrow #1 and Escrow #2 as shown on Exhibit B.

F. In consideration of the City's release of its lien on the Property, Developer and City agree that the lien on the Property shall be transferred to and shall immediately attach to the escrow for this Property, and that this lien shall remain attached to the escrow until such time as the Escrow Item has been completed.

TERMS AND CONDITIONS

In consideration of the Recitals and the mutual covenants set out below, it is agreed as follows:

1. Prior to the issuance of any occupancy permit, the Developer will deposit the Escrow Amount with the City to be held in escrow and disbursed to Developer upon completion of the Escrow Item in accordance with the plans approved by the City. The City shall provide a written receipt acknowledging receipt of the Escrow Amount.

2. The Escrow Items shall be constructed and installed by the Developer according to the plans and specifications approved by the City, who shall have the right to make occasional inspection of the work in progress. Such inspections shall not relieve or release the Developer from its responsibility to construct said Escrow Items in accordance with the approved plans and specifications. Further, said inspections shall not create a duty or warranty on the part of the City that the construction of said Escrow Items is in compliance with said plans and specifications.

3. Upon satisfaction of the terms as outlined in Paragraph 2, the City shall promptly distribute the Escrow Amount to the Developer.

4. After installation and acceptance by the City, the Developer, or the applicable homeowner's association, shall have the obligation for maintenance or management of said Escrow Items.

5. The Developer agrees to complete the items included within Escrow #1 on the attached Exhibit B on or before November 10, 2022, and the items included within Escrow #2 on said Exhibit B on or before September 30, 2022 (each date is a "Construction Deadline" for their respective items).

6. In the event Escrow Items are not completed by their associated Construction Deadline, the City may, but shall not be required to, utilize the Escrow Amount to complete the Escrow Item.

7. In the event the Escrow Amount is insufficient to pay for the Escrow Item, the Developer shall pay for the excess costs incurred.

8. Except as specifically provided above, nothing in this Agreement shall be construed to impose a requirement on the City to install the public improvement herein, nor shall the Developer be deemed to be acting as the City's agent during the construction and installation of the above-described improvement.

9. In the event of a dispute between the Developer and the City as to the satisfactory completion of the Escrow Items, the City may deposit the Escrow Amount with the Clerk of Court for the Johnson County District Court. Either party may thereafter make application to the Court for distribution of such funds.

10. This Agreement shall not be considered a lien on the Property.

[Signature Pages to Follow]

[Signature Page to Escrow Agreement]

Dated this ____ day of July, 2022.

DEVELOPER

GREENBELT TRAIL, L.L.C.

By: _____
James Patrick Scanlon, Jr. Manager

STATE OF IOWA, COUNTY OF JOHNSON) ss:

This instrument was acknowledged on the ____ day of July, 2022, before me, by James Patrick Scanlon, Jr., as Manager of Greenbelt Trail, L.L.C.

Notary Public in and for said State

[Signature Page to Escrow Agreement]

CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman, Mayor

ATTEST:

By: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, COUNTY OF JOHNSON) ss:

On this ____ day of _____, 2022, 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 _____, 2022; 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
My Commission Expires: _____

EXHIBIT "A"
Legal Description

AUDITORS PARCEL NO 2021024 AS RECORDED IN BOOK 64, PAGE 353 IN
THE OFFICE OF THE JOHNSON COUNTY, IOWA RECORDER.

SAID PARCEL CONTAINS 23.88 ACRES, SUBJECT TO EASEMENTS AND
RESTRICTIONS.

EXHIBIT B

GREENBELT TRAIL - PART 2 - REMAINING WORK (07-06-22)

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE ESTIMATE	REMAINING WORK (%)	ESCROW #1 COST TO COMPLETE	ESCROW #2 COST TO COMPLETE	NOTES
1	PCC Sidewalk, 4"	SF	455	\$ 5.00	100	\$ -	\$ 2,275.00	Sidewalk connection from Berkshire Lane cul-de-sac to North Liberty Road trail
2	Removal of Rock Piles and Debris	LS	1	\$ 500.00	100	\$ -	\$ 500.00	Removal of all miscellaneous rock and debris onsite
3	Street and Sidewalk Cleaning	LS	1	\$ 1,000.00	100	\$ -	\$ 1,000.00	Cleaning all pavement and sidewalk from dirt and debris
4	Area Intake Erosion Control	LS	1	\$ 300.00	100	\$ -	\$ 300.00	Adding erosion control around all unprotected area intakes
5	Soil Stockpile Seeding	LS	1	\$ 400.00	100	\$ -	\$ 400.00	Seeding all soil stockpiles to prevent erosion
6	Fire Access Drive Erosion Control	LS	1	\$ 400.00	100	\$ -	\$ 400.00	Providing silt fence ditch checks in swale along temporary fire access drive
7	Osage Lane Pavement Crossing Marking	LS	1	\$ 600.00	100	\$ -	\$ 600.00	Painting pavement crossing on Osage Lane
8	Joint Cleaning and Sealing	LS	1	\$ 500.00	100	\$ -	\$ 500.00	Cleaning joint line (i.e. blowing out dirt and debris) and sealing at location of curb replacement
9	TRM Matting	LS	1	\$ 1,600.00	100	\$ -	\$ 1,600.00	TRM matting in swale bottom within ROW on west side of North Liberty Road
10	Jute Mesh Matting	LS	1	\$ 4,100.00	100	\$ -	\$ 4,100.00	Jute Mesh matting within North Liberty Road ROW
11	ROW Seeding and Fertilizer	LS	1	\$ 1,250.00	100	\$ -	\$ 1,250.00	Seeding and fertilizer at all disturbed areas in North Liberty Road ROW
12	Grading at Osage Lane/North Liberty Road FES	LS	1	\$ 800.00	100	\$ -	\$ 800.00	Grading area at FES crossing intersection of Osage Lane and North Liberty Road
13	Grading at East Side of North Liberty Road	LS	1	\$ 400.00	100	\$ -	\$ 400.00	Grading area of water main construction on east side of North Liberty Road
14	Landscaping Per Code	LS	1	\$ 14,877.00	100	\$ 14,877.00	\$ -	To be installed in landscape buffer along North Liberty Road

	ESCROW #1	ESCROW #2
Construction Subtotal	\$ 14,877	\$ 14,125
Engineering / Management / Admin (31%)	\$ -	\$ 4,379
Total Cost	\$ 14,877	\$ 18,504
Contingency (10%)	\$ 1,488	\$ 1,850
Performance Bond Total	\$ 16,365	\$ 20,354

Resolution No. 2022-76

A RESOLUTION APPROVING THE ESCROW AGREEMENT FOR GREENBELT TRAIL PART TWO SUBDIVISION BETWEEN THE CITY OF NORTH LIBERTY AND GREENBELT TRAIL L.L.C.

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

WHEREAS, construction on Greenbelt Trail Part Two Subdivision is nearing completion;

WHEREAS, twelve items detailed in the agreement are unfinished in the development;

WHEREAS, the City of North Liberty requires completion of all improvements prior to the issuance of any occupancy permit;

WHEREAS, the estimate for completion of the unfinished improvements is \$36,719.00 and the developer has provided that amount to the city;

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

NOW, THEREFORE, BE IT RESOLVED that the Escrow Agreement between the City of North Liberty and Greenbelt Trail L.L.C. is approved.

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

APPROVED AND ADOPTED this 12th day of July, 2022.

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



Park Speed Limits

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE TRAFFIC SPEED REGULATIONS
FOR PARKS, CEMETERIES AND PARKING LOTS**

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

SECTION 1. AMENDMENT OF ORDINANCE. Chapter 62.06 of the North Liberty Code of Ordinances is amended to read as follows:

62.06 PARKS, CEMETERIES, AND PARKING LOTS.

1. A speed in excess of ~~fifteen-ten~~ (1510) miles per hour in any public park, cemetery, or parking lot, unless specifically designated otherwise in this chapter, is unlawful.

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

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

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

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

First reading on _____, 2022.

Second reading on _____, 2022.

Third and final reading on _____, 2022.

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 North Liberty *Leader* on the ____ day of _____, 2022.

TRACEY MULCAHEY, CITY CLERK

ORDINANCE NO. 2022-13

AN ORDINANCE AMENDING THE TRAFFIC SPEED REGULATIONS FOR PARKS, CEMETERIES AND PARKING LOTS

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

SECTION 1. AMENDMENT OF ORDINANCE. Chapter 62.06 of the North Liberty Code of Ordinances is amended to read as follows:

62.06 PARKS, CEMETERIES, AND PARKING LOTS.

1. A speed in excess of ten (10) miles per hour in any public park, cemetery, or parking lot, unless specifically designated otherwise in this chapter, is unlawful.

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

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

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

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

First reading on June 28, 2022.

Second reading on _____, 2022.

Third and final reading on _____, 2022.

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 Gazette* on the _____ day of _____, 2022.

TRACEY MULCAHEY, CITY CLERK



Mobile Food Units

AN ORDINANCE AMENDING CHAPTER 124 OF THE NORTH LIBERTY CODE OF ORDINANCES BY REPLACING LICENSING AND REGULATION OF TEMPORARY OUTDOOR EATING ESTABLISHMENTS WITH LICENSING AND REGULATION OF MOBILE FOOD UNITS

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

SECTION 1. AMENDMENT OF ORDINANCE. Chapter 124 of the North Liberty Code of Ordinances is amended to read as follows:

CHAPTER 124 ~~TEMPORARY OUTDOOR EATING ESTABLISHMENTS~~ MOBILE FOOD UNITS

<u>124.01</u> Purpose	<u>124.05</u> Locational Standards
<u>124.02</u> Definitions	124.04 <u>124.06</u> License
<u>124.03</u> Exemptions	Required Requirements
	<u>124.05</u> Application Contents
<u>124.04</u> Operational Standards	<u>124.06</u> Number of Licenses
	Issued
	<u>124.07</u> Designated Officer
	<u>124.08</u> License Fee
	124.09 Bond <u>124.10</u> Issuance of
	License
	<u>124.11</u> License Period
	<u>124.12</u> License Nontransferable
	<u>124.13</u> Denial or Revocation of
	License; Appeal
	<u>124.14</u> License Renewal
	<u>124.15</u> License Exhibited
	124.16 <u>124.07</u> Revocation of
	License
	<u>124.17</u> Misrepresentation or
	Prohibited Sale
	124.18 <u>124.08</u> Violation; Penalty

124.01 PURPOSE.

The purpose of this chapter is to regulate the activities of ~~temporary outdoor eating establishments~~ mobile food units within the corporate limits of the City by requiring registration and licensing to engage in any such activities, and providing for the enforcement of and penalties for violation of ~~such use~~ this chapter.

124.02 DEFINITIONS.

For use in this chapter, the following terms are defined:

1. "License" means formal written permission issued by the City Clerk, pursuant to this chapter, to any person to sell or offer food and/or beverage for sale in ~~an outdoor setting~~ a mobile food unit or vending cart.
- ~~2. "Person" includes both singular and plural, and means any natural person, firm, partnership, association, corporation, or organization of any kind.~~
- ~~2. "Mobile food vendor" means a person engaged in the business of selling food and/or beverages from a mobile food unit or vending cart, and not exempted by the provisions of Chapter 124.03. A stationary mobile food vendor engages in sales in one location while a non-stationary mobile food vendor is mobile and only stops, stands or parks when engaging in sales.~~
- ~~3. "Temporary outdoor eating establishment" means any collection of seats, tables, cooking appliances, coolers, or other food-related items assembled for the sale of food or beverage to the public, on either public or private property, and not accessory to an existing food establishment on the same lot.~~
- ~~3. "Mobile food unit" means motorized, a self-propelled food establishment or a trailer or vehicle towed by a motorized vehicle, that is readily movable, and which typically operates at one or more remote locations and returns to a base of operation or commissary at the end of its daily business, or upon completion of a route.~~
- ~~4. "Vending cart" means a non-motorized food establishment limited to serving prepared foods. Vending carts may be towed by a vehicle, but are generally capable of being moved by human power.~~

124.03 EXEMPTIONS.

1. Generally. This chapter shall not apply to any of the following:
 - ~~A.1. Transient merchants, because they are defined and regulated in Chapter 122 of this Code of Ordinances; Ordinances.~~
 - ~~B. Accessory outdoor eating establishments associated with permanent restaurants, because they are defined and regulated in the Zoning Ordinance.~~
 - ~~C.2. Miscellaneous stands operated by minors for lemonade or similar sales, typically for only a day or weekend.~~
 - ~~D. Special events sponsored or endorsed by the City, which may or may not include more than one vendor, and are generally in operation for a short time, such as farmers' markets and community events and celebrations.~~
- ~~3. In conjunction with a permitted special event. The location of any mobile food unit or vending cart shall be described and/or depicted in the application and approved with the special event permit.~~
- ~~4. In conjunction with a permitted agricultural experience use.~~

2. ~~Religious and Not-for-Profit Organizations. If after reviewing the application the City Clerk finds that the organization is a bona fide religious or not-for-profit organization, he or she shall issue a license free of charge to the applicant.~~

124.04 OPERATIONAL STANDARDS

1. ~~Applicable to all mobile food vendors.~~
 - A. ~~Mobile food units and vendor carts must be entirely self-contained. No outside source of utilities (either public or private) is permitted.~~
 - B. ~~The exterior and interior of the mobile food unit or vending cart must be maintained in a clean and sanitary manner.~~
 - C. ~~Mobile food units, vendor carts and associated appurtenances must maintain ADA accessible routes for pedestrians and not impede the free flow vehicular traffic.~~
 - D. ~~Mobile food units and vending carts containing cooking facilities and/or are equipped with appliances that produce smoke or grease-laden vapors shall be separated from the entrances and other exits of buildings or structures, combustible materials, vehicles, and other cooking operations by a clear space distance of 10 feet.~~
 - E. ~~The permitted hours of operation are from 7:00 AM to 9:00PM daily.~~
 - F. ~~The sale of alcoholic beverages is prohibited.~~
 - G. ~~Signs attached to the mobile foot unit and vending cart are permitted.~~
 - H. ~~No mobile food vendor shall operate in a manner that violates Chapter 53 of the City code concerning noise.~~
2. ~~Stationary mobile food vendors.~~
 - A. ~~No mobile food unit or pushcart shall be left at its operating location at the end of its business day and shall be removed to its base business operation location. A mobile food unit or vendor cart shall conduct operations at one location a maximum of three consecutive days per week.~~
 - B. ~~Mobile food vendors must provide adequate trash and recycling receptacles for customer use and must remove said receptacles when leaving the site. At the close of its daily business the mobile food vendor must remove all garbage from the area and properly dispose of it away from the site of its operation; the garbage shall not simply be placed in nearby public garbage receptacles provided for use to the general public at large.~~

- C. In addition to signs attached mobile food unit and/or vending cart, one temporary A-frame sign a maximum of six square feet in area per side and four feet in height is permitted.
- D. A mobile food vendor shall not call out to, cry out, shout out or otherwise communicate or make any noise or use any device to call attention to the unit's or cart's location and operation.
- 3. Non-stationary mobile food units and vending carts. A mobile food vendor shall not call out to, cry out, shout out to call attention to his or her unit's or cart's location and operation. Mobile food vendors are limited to playing music or jingles when the unit or cart is in motion.

124.05 LOCATIONAL STANDARDS

Private property. Licensed mobile food vendors may operate on non-residential developed property, subject to the conditions of this chapter and with the consent of the property owner. Each mobile food unit or vending cart operating on private property, and any associated appurtenances shall be located on a paved surface, which may include non-accessible off-street parking spaces. The area devoted to the use shall not reduce the off-street parking space available to the public below the minimum number required in accordance with Table 169.01-C.

124.04124.06 LICENSE REQUIREDREQUIREMENTS.

- 1. Any person operating a temporary outdoor eating establishmentAny mobile food vendor unit or pushcart, as defined in and not specifically exempted from this chapter, shall first obtain a license as provided in this chapter, prior to engaging in such business, or shall be considered to be in violation of this chapter.
- 2. A license issued pursuant to this chapter shall be, in all cases, issued for a period not to exceed one year. The license time period is from January 1 to December 31 of each year. Licenses may be obtained at any time during the year but will be valid only through December 31.
- 3. Each license shall authorize only the activity of the particular licensee to whom the license was issued for the period of the license as set out in this chapter. The license shall not be transferred.
- 4. The license shall be displayed at all times when operating the mobile food unit.
- 5. License application.
 - A. Each application shall be submitted a minimum of 30 days prior to the desired operation of mobile food vendor vehicle.
 - B. Information shall be provided in accordance with the instructions on the application form provided by the City. A license shall not be issued if the application is incomplete.

- C. The application shall be accompanied by a \$50.00 fee to cover the administrative costs of the City.
- D. Prior to issuance of the license, a license surety bond shall be provided in the amount of \$1,000.00, conditioned that the applicant shall comply fully with all ordinances of the City and laws of Iowa regulating mobile food units. Action on such bond may be brought by the City.
- E. If the City determines the application conforms with this section, the license shall be issued. If the application is denied, the applicant may appeal that decision to the City Administrator. Such appeal shall be taken by filing with the City Administrator a written statement setting forth fully the grounds for the appeal. The Administrator shall set a time and place for a hearing on such appeal and notice of such hearing shall be given to the petitioner therefor. The decisions and order of the Administrator on such appeal shall be final and conclusive.

124.05 APPLICATION CONTENTS:

Each written application for a license pursuant to this chapter made to the City Clerk shall contain the following:

1. ~~The true name of the applicant;~~
2. ~~The permanent home and local address of the applicant;~~
3. ~~A brief description of the food and/or beverages to be sold, offered for sale, or for which sale will be solicited;~~
4. ~~Copies to be placed on file with the City Clerk of all materials used in selling, including but not limited to contracts, brochures, advertisements, and any Health Department certifications required by State law;~~
5. ~~If employer is a corporation, the state of its incorporation, whether it is authorized to do business in Iowa, and evidence that the corporation has a designated resident agent in the City upon whom legal service may be made and that the corporation will be responsible for the acts of its employees in the City;~~
6. ~~The length of time for which the right to do business is desired, not to exceed the limit established in Section 124.11;~~
7. ~~The last municipalities, not exceeding three, where the applicant carried on business immediately preceding the date of application and the addresses from which such business was conducted in those cities;~~
8. ~~A statement as to whether the applicant has been convicted of any crime, misdemeanor, or violation, the nature of the offense, and the penalty or punishment assessed therefor.~~

124.06 NUMBER OF LICENSES ISSUED:

No more than 10 licenses may be issued to be in effect at any given time. Licenses are issued on a first come, first served basis; however, licenses for religious or not-for-profit organizations and for special events sponsored or endorsed by the City shall not be counted toward the maximum number allowed. Applications may not be submitted more than 90 days in advance of the 120-day time period for which the license is sought.

124.07 DESIGNATED OFFICER:

All license applications as provided in this chapter shall be made in writing to the City Clerk on a form provided by the City Clerk.

124.08 LICENSE FEE:

Each license application made as provided in this chapter shall be accompanied by a \$20.00 fee to cover the administrative costs of the City. Each person intending to operate a temporary outdoor eating establishment is required to apply for and obtain a license.

124.09 BOND:

An applicant for a license under this section shall file with the City Clerk a surety bond in the amount of \$1,000.00, conditioned that the applicant shall comply fully with all ordinances of the City and laws of Iowa regulating temporary outdoor eating establishments. Action on such bond may be brought by the City.

124.10 ISSUANCE OF LICENSE:

If the City Clerk finds the application is made out in conformance with this section, and the facts stated therein are correct, and that no more than nine other permits will be in effect at any time during the requested license period, he or she shall issue a license and charge a fee of \$20.00. A license shall not be issued if the application for a license is incomplete. The City Clerk shall maintain a complete register of temporary outdoor eating establishments so licensed, with a home address, description, and date of issue for each, and of any renewal or surrender of each permit so issued.

124.11 LICENSE PERIOD:

A license issued pursuant to this chapter shall be, in all cases, issued for a period not to exceed 120 days. All licenses granted under this chapter shall expire at 6:00 p.m. of the last day for which the license was issued.

124.12 LICENSE NONTRANSFERABLE:

Each license shall authorize only the activity of the particular licensee to whom the license was issued for the period of the license as set out in this chapter. The license shall not be transferred.

~~124.13 DENIAL OR REVOCATION OF LICENSE; APPEAL.~~

~~Any person aggrieved by the action of the City Clerk in the denial or revocation of a license as provided in this chapter shall have the right of appeal to the City Administrator. Such appeal shall be taken by filing with the City Administrator a written statement setting forth fully the grounds for the appeal. The Administrator shall set a time and place for a hearing on such appeal, and notice of such hearing shall be given to the petitioner therefor. The decisions and order of the Administrator on such appeal shall be final and conclusive.~~

~~124.14 LICENSE RENEWAL.~~

~~Within the last ten days of the period of any previous license, an application for renewal of the license may be made to the City Clerk upon payment of a \$10.00 renewal fee. Only one such renewal may be granted in any 12-month period, and no such period of renewal shall exceed 120 additional days.~~

~~124.15 LICENSE EXHIBITED.~~

~~The City Clerk shall issue to each licensee a license to be displayed at all times when he or she is operating the outdoor eating establishment.~~

~~124.16~~124.07 REVOCATION OF LICENSE.

The City ~~Council~~Administrator may revoke any license issued under this chapter, where the licensee, in the application for the license or ~~in the course of while~~ conducting ~~his or her~~the business, has made fraudulent or incorrect statements, or has violated this chapter or has otherwise conducted his or her business in an unlawful manner. Falsification of information on the application shall be grounds for revocation. Notice of the revocation of license shall be given in writing, setting forth specifically the grounds of complaint and the time and place of hearing. Such notice shall be mailed by registered mail to the licensee at his or her last known address at least ~~five~~10 days prior to the date set for hearing.

~~124.17 MISREPRESENTATION OR PROHIBITED SALE.~~

~~No temporary outdoor eating establishment shall falsely or fraudulently misrepresent the quality, character, or quantity of any article, item, or commodity offered for sale or sell any unwholesome or tainted food or food stuffs. No licensee, as provided for in this chapter, shall harass, intimidate, coerce, or threaten any individual to induce a sale or attempt to engage in any of the foregoing prohibited forms of conduct.~~

~~124.18~~124.08 VIOLATION; PENALTY.

Any person violating the provisions of this chapter shall, upon conviction, be subject to the provisions of Section 1.14 of this Code of Ordinances. Nothing as provided for in this chapter shall be construed to abrogate or limit any cause of action which any private citizen may have against any licensee for conduct punishable as provided for in this chapter or otherwise.

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

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

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

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

First reading on _____, 2022.

Second reading on _____, 2022.

Third and final reading on _____, 2022.

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 _____, 2022.

TRACEY MULCAHEY, CITY CLERK

Ordinance No. 2022-12

AN ORDINANCE AMENDING CHAPTER 124 OF THE NORTH LIBERTY CODE OF ORDINANCES BY REPLACING LICENSING AND REGULATION OF TEMPORARY OUTDOOR EATING ESTABLISHMENTS WITH LICENSING AND REGULATION OF MOBILE FOOD UNITS

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

SECTION 1. AMENDMENT OF ORDINANCE. Chapter 124 of the North Liberty Code of Ordinances is amended to read as follows:

CHAPTER 124 MOBILE FOOD UNITS

<u>124.01</u> Purpose	<u>124.05</u> Locational Standards
<u>124.02</u> Definitions	<u>124.06</u> License Requirements
<u>124.03</u> Exemptions	<u>124.07</u> Revocation of License
<u>124.04</u> Operational Standards	<u>124.08</u> Violation; Penalty

124.01 PURPOSE.

The purpose of this chapter is to regulate the activities of mobile food units within the corporate limits of the City by requiring registration and licensing to engage in any such activities, and providing for the enforcement of and penalties for violation of this chapter.

124.02 DEFINITIONS.

For use in this chapter, the following terms are defined:

1. "License" means formal written permission issued by the City Clerk, pursuant to this chapter, to any person to sell or offer food and/or beverages for sale in a mobile food unit or vending cart.
2. "Mobile food vendor" means a person engaged in the business of selling food and/or beverages from a mobile food unit or vending cart, and not exempted by the provisions of Chapter 124.03. A stationary mobile food vendor engages in sales in one location while a non-stationary mobile food vendor is mobile and only stops, stands or parks when engaging in sales.
3. "Mobile food unit" means motorized, a self-propelled food establishment or a trailer or vehicle towed by a motorized vehicle, that is readily movable, and which typically operates at one or more remote locations and returns to a base of operation or commissary at the end of its daily business, or upon completion of a route.
4. "Vending cart" means a non-motorized food establishment limited to serving prepared foods. Vending carts may be towed by a vehicle, but are generally capable of being moved by human power.

124.03 EXEMPTIONS.

Generally, This chapter shall not apply to any of the following:

1. Transient merchants defined and regulated in Chapter 122 of this Code of Ordinances.
2. Miscellaneous stands operated by minors for lemonade or similar sales, typically for only a day or weekend.
3. In conjunction with a permitted special event. The location of any mobile food unit or vending cart shall be described and/or depicted in the application and approved with the special event permit.
4. In conjunction with a permitted agricultural experience use.

124.04 OPERATIONAL STANDARDS

1. Applicable to all mobile food vendors.
 - A. Mobile food units and vendor carts must be entirely self-contained. No outside source of utilities (either public or private) is permitted.
 - B. The exterior and interior of the mobile food unit or vending cart must be maintained in a clean and sanitary manner.
 - C. Mobile food units, vendor carts and associated appurtenances must maintain ADA accessible routes for pedestrians and not impede the free flow vehicular traffic.
 - D. Mobile food units and vending carts containing cooking facilities and/or are equipped with appliances that produce smoke or grease-laden vapors shall be separated from the entrances and other exits of buildings or structures, combustible materials, vehicles, and other cooking operations by a clear space distance of 10 feet.
 - E. The permitted hours of operation are from 7:00 AM to 9:00PM daily.
 - F. The sale of alcoholic beverages is prohibited.
 - G. Signs attached to the mobile food unit and vending cart are permitted.
 - H. No mobile food vendor shall operate in a manner that violates Chapter 53 of the City code concerning noise.
2. Stationary mobile food vendors.
 - A. No mobile food unit or pushcart shall be left at its operating location at the end of its business day and shall be removed to its base business operation location. A mobile food unit or vendor cart shall conduct operations at one location a maximum of three consecutive days per week.
 - B. Mobile food vendors must provide adequate trash and recycling receptacles for customer use and must remove said receptacles

when leaving the site. At the close of its daily business the mobile food vendor must remove all garbage from the area and properly dispose of it away from the site of its operation; the garbage shall not simply be placed in nearby public garbage receptacles provided for use to the general public at large.

- C. In addition to signs attached mobile foot unit and/or vending cart, one temporary A-frame sign a maximum of six square feet in area per side and four feet in height is permitted.
 - D. A mobile food vendor shall not call out to, cry out, shout out or otherwise communicate or make any noise or use any device to call attention to the unit's or cart's location and operation.
3. Non-stationary mobile food units and vending carts. A mobile food vendor shall not call out to, cry out, shout out to call attention to his or her unit's or cart's location and operation. Mobile food vendors are limited to playing music or jingles when the unit or cart is in motion.

124.05 LOCATIONAL STANDARDS

Private property. Licensed mobile food vendors may operate on non-residential developed property, subject to the conditions of this chapter and with the consent of the property owner. Each mobile food unit or vending cart operating on private property, and any associated appurtenances shall be located on a paved surface, which may include non-accessible off-street parking spaces. The area devoted to the use shall not reduce the off-street parking space available to the public below the minimum number required in accordance with Table 169.01-C.

124.06 LICENSE REQUIREMENTS.

- 1. Any mobile food vendor unit or pushcart, as defined in and not specifically exempted from this chapter, shall first obtain a license as provided in this chapter, prior to engaging in such business, or shall be considered to be in violation of this chapter.
- 2. A license issued pursuant to this chapter shall be, in all cases, issued for a period not to exceed one year. The license time period is from January 1 to December 31 of each year. Licenses may be obtained at any time during the year but will be valid only through December 31.
- 3. Each license shall authorize only the activity of the particular licensee to whom the license was issued for the period of the license as set out in this chapter. The license shall not be transferred.
- 4. The license shall be displayed at all times when operating the mobile food unit.
- 5. License application.
 - A. Each application shall be submitted a minimum of 30 days prior to the desired operation of mobile food vendor vehicle.

- B. Information shall be provided in accordance with the instructions on the application form provided by the City. A license shall not be issued if the application is incomplete.
- C. The application shall be accompanied by a \$50.00 fee to cover the administrative costs of the City.
- D. Prior to issuance of the license, a license surety bond shall be provided in the amount of \$1,000.00, conditioned that the applicant shall comply fully with all ordinances of the City and laws of Iowa regulating mobile food units. Action on such bond may be brought by the City.
- E. If the City determines the application conforms with this section, the license shall be issued. If the application is denied, the applicant may appeal that decision to the City Administrator. Such appeal shall be taken by filing with the City Administrator a written statement setting forth fully the grounds for the appeal. The Administrator shall set a time and place for a hearing on such appeal and notice of such hearing shall be given to the petitioner therefor. The decisions and order of the Administrator on such appeal shall be final and conclusive.

124.07 REVOCATION OF LICENSE.

The City Administrator may revoke any license issued under this chapter, where the licensee, in the application for the license or while conducting the business, has made fraudulent or incorrect statements, or has violated this chapter or has otherwise conducted his or her business in an unlawful manner. Falsification of information on the application shall be grounds for revocation. Notice of the revocation of license shall be given in writing, setting forth specifically the grounds of complaint and the time and place of hearing. Such notice shall be mailed by registered mail to the licensee at his or her last known address at least 10 days prior to the date set for hearing.

1124.08 VIOLATION; PENALTY.

Any person violating the provisions of this chapter shall, upon conviction, be subject to the provisions of Section [1.14](#) of this Code of Ordinances. Nothing as provided for in this chapter shall be construed to abrogate or limit any cause of action which any private citizen may have against any licensee for conduct punishable as provided for in this chapter or otherwise.

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

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

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

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

First reading on June 14, 2022.

Second reading on June 28, 2022.

Third and final reading on _____, 2022.

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 Gazette* on the _____ day of _____, 2022.

TRACEY MULCAHEY, CITY CLERK



Additional Information



To **Mayor and City Council**
CC **City Administrator**
From **Tom Palmer, Building Official**
Date **7/6/2022**
Re **Monthly Report**

June Permits:

79 permits were issued in June with estimated construction value of 10.9 million dollars. Fourteen new housing permits were issued with construction value of 2.4 million dollars. Two new commercial permits issued with construction value 6.5 million dollars. Staff completed 283 inspections during the month of June.

Rental/Code Compliance Cases:

Thirteen new rental permit applications received in June. A total of twenty-six compliance cases were processed in June.

New Commercial:

Building permits were issued for the Field Day Brewery and Taco Bell projects. The Field Day Brewery project completion date is summer of 2023 and the anticipated opening date for Taco Bell will be sometime later this year.



June Permit Tally Report

Permit Type	Construction Value	Total Fees
Group: Accessory Structure		
	\$0.00	\$0.00
		Group Total: 2
Group: Commercial Alteration		
	\$626,000.00	\$488.75
		Group Total: 3
Group: Construction Site Runoff		
	\$0.00	\$150.00
		Group Total: 1
Group: Deck		
	\$9,000.00	\$233.25
		Group Total: 3
Group: Demolition		
	\$1,000.00	\$25.00
		Group Total: 1
Group: Fence		
	\$40,044.58	\$375.00
		Group Total: 16
Group: Mechanical Electrical Plumbing (MEP)		
	\$41,211.00	\$775.75
		Group Total: 8
Group: New Commercial		
	\$6,500,000.00	\$45,672.52
		Group Total: 2
Group: New Single Family Dwelling		
	\$1,348,031.00	\$12,723.97
		Group Total: 4
Group: New Single Family Dwellings Attached		
	\$2,100,272.00	\$24,324.02
		Group Total: 10
Group: Patio		
	\$2,800.00	\$0.00
		Group Total: 1
Group: Permanent Sign		
	\$8,261.00	\$150.00
		Group Total: 3
Group: Rental		
	\$0.00	\$2,339.00

Group Total: 13

Group: Residential Alteration

	\$289,093.00	\$1,526.85
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Group Total: 8

Group: Retail Sales of Fireworks - Temporary Structures

	\$0.00	\$200.00
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Group Total: 1

Group: Stormwater Quality Funding

	\$95.98	\$0.00
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Group Total: 1

Group: Swimming pools, spas and hot tubs

	\$500.00	\$23.50
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Group Total: 1

Group: Zoning Certificate

	\$0.00	\$25.00
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Group Total: 1

	\$10,966,308.56	\$89,032.61
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Total Records: 79



Certificate of Occupancy Report

Applicant	Parcel Address	Project Description	Permit Type	Date C.O. Issued
Bri Evans	220 Holiday Lodge Road	2022 Rental Permit	Residential Rental	6/21/2022
Bri Evans	136 Holiday Lodge Road	2022 Rental Permit	Residential Rental	6/21/2022
Bri Evans	207 Holiday Lodge Road	2022 Rental Permit	Residential Rental	6/21/2022
Bri Evans	221 Holiday Lodge Road	2022 Rental Permit	Residential Rental	6/14/2022
Bri Evans	81 Holiday Lodge Road	2022 Rental Permit	Residential Rental	6/8/2022
Gerard lechau	1277 Daisy Cir	2022 Rental Permit	Residential Rental	6/8/2022
Muhammad Irfan Khan	1167 Dahnovan Dr	2022 Rental Permit	Residential Rental	6/7/2022
Mccaryn, LLC	1350 Whipple Ct	2022 Rental Permit	Residential Rental	6/9/2022
GVG Holdings - Gaurav Ahuja	1176 Dahnovan Dr	2024 Rental Permit	Residential Rental	6/2/2022
Westwinds Real Estate-Case Teague	200 Adams St	2022 Rental Permit	Residential Rental	6/28/2022
Westwinds Real Estate-Case Teague	240 Adams St	2022 Rental Permit	Residential Rental	6/14/2022
Westwinds Real Estate-Case Teague	1725 Caleb Court	2022 Rental Permit	Residential Rental	6/14/2022
Briana Evans	221 Holiday Lodge Road	Placing new home & building deck	Building	6/14/2022
Thomas Eilers	424 Cambria Dr	2022 Rental Permit	Residential Rental	6/3/2022

Home Repair Team	365 Fox Run	master bath remodel	Building	6/24/2022
Olivia Meier	965 Twilight Dr	2022 Rental Permit	Residential Rental	6/14/2022
Bri Evans	81 Holiday Lodge Road	new home to be placed on lot	Building	6/8/2022
Bri Evans	136 Holiday Lodge Road	new home to be placed on lot	Building	6/30/2022
Bri Evans	207 Holiday Lodge Road	new home to be placed on lot	Building	6/21/2022
Dahnovan Builders LLC	1162 Dahnovan Dr	Two-story townhome with two stall garage	Building	6/30/2022
Dahnovan Builders LLC	1156 Dahnovan Dr	Two-story townhome with two stall garage	Building	6/30/2022
Barry Frantz Construction, Inc	1267 Abraham Dr	SFD. Zero Lot. LINCOLN	Building	6/9/2022
Barry Frantz Construction, Inc.	1265 Abraham Dr	SFD. Zero Lot. LINCOLN	Building	6/9/2022
Gerald A Hingtgen	1275 Ogden Ln	Single story with finished basement and three car	Building	6/6/2022
Bi-State Contracting	1206 Vintage Ln	Single Family Home	Building	6/29/2022
Barry Frantz Construction, Inc.	1277 Abraham Dr	SFC. Zero Lot . JACKSON plan	Building	6/27/2022
Barry Frantz Construction, Inc.	1275 Abraham Dr	SFC. Zero Lot . JACKSON plan	Building	6/27/2022
Sharp Investment Properties	1205 Ogden Ln	SFH	Building	6/13/2022
D. R. Horton LLC	1330 Chipman Ln	New residential construction	Building	6/22/2022
D. R. Horton LLC	1340 Chipman Ln	New residential construction	Building	6/23/2022

Weston Hodge	1227 Chipman Ln	New Construction Zero Lot Duplex	Building	6/1/2022
Weston Hodge	1225 Chipman Ln	New Construction Zero Lot Duplex	Building	6/1/2022
Evolution Properties Inc.	1350 Chipman Lane	New Single Family Home Build	Building	6/29/2022
Brad Klaes	215 N. Front Street	Adding an attached two stall garage with storage above	Building	6/8/2022
Dwight G. Bode	165 S Dubuque St	2022 Rental Permit	Residential Rental	6/30/2022

Total Records: 35

Code Compliance Report

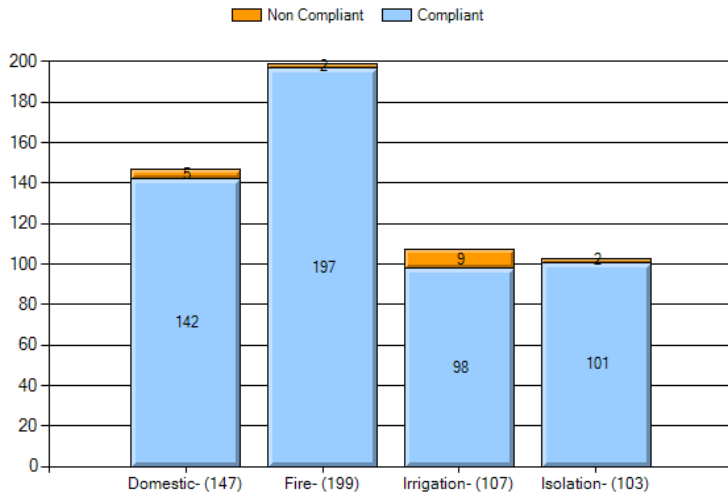
06/01/2022 - 06/30/2022

Case Date	Case #	Status	Complaint	Reporting Code
6/1/2022	20220134	Closed	Uncut Grass	Zoning Code
6/1/2022	20220135	Closed	Uncut Grass	Zoning Code
6/1/2022	20220136	Closed	Uncut Grass	Zoning Code
6/2/2022	20220137	Closed	Uncut Grass	Zoning Code
6/2/2022	20220138	Open	Junk	Zoning Code
6/2/2022	20220139	Open	Junk	Zoning Code
6/6/2022	20220140	Closed	Uncut Grass	Zoning Code
6/6/2022	20220141	Open	Uncut Grass	Zoning Code
6/7/2022	20220142	Open	past due annual backflow preventer test report	Building Code
6/7/2022	20220143	Open	past due annual backflow preventer test report	Building Code
6/7/2022	20220144	Open	past due annual backflow preventer test report	Building Code
6/7/2022	20220145	Open	past due annual backflow preventer test report	Building Code
6/7/2022	20220146	Closed	past due annual backflow preventer test report	Building Code
6/7/2022	20220147	Open	past due annual backflow preventer test report	Building Code
6/7/2022	20220148	Closed	past due annual backflow preventer test report	Building Code
6/7/2022	20220149	Open	past due annual backflow preventer test report	Building Code
6/7/2022	20220150	Open	past due annual backflow preventer test report	Building Code
6/9/2022	20220151	Closed	Uncut Grass	Zoning Code
6/13/2022	20220152	Open	Swimming pool	Building Code
6/13/2022	20220153	Closed	Uncut Grass	Zoning Code
6/13/2022	20220154	Closed	Uncut Grass	Zoning Code
6/13/2022	20220155	Closed	Junk	Zoning Code
6/14/2022	20220156	Open	Defective Sidewalk Panel	Zoning Code
6/20/2022	20220157	Open	Uncut Grass	Zoning Code
6/27/2022	20220158	Open	past due annual backflow preventer test report	Building Code
6/29/2022	20220159	Open	Parking Across sidewalk	Zoning Code

[< Back](#)

Breakdown of Backflow Preventer Compliance

Utility Water System Show All ▼



Categories

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

Compliance	%	Compliant	Category Total
Domestic	97%	142	147
Fire	99%	197	199
Irrigation	92%	98	107
Isolation	98%	101	103
Totals	97%	538	556

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

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

- [Print Chart](#)
- [View All Compliant](#)
- [View All Non Compliant](#)
- [View All](#)



To **Mayor, City Council, Communications Advisory Commission**
CC **City Administrator Ryan Heiar**
From **Communications Director Nick Bergus**
Date **July 1, 2022**
Re **Communications Staff Report**

City Slate

June alone doubled the number of City Slate events for the year with the new Ranshaw House Concert Series (June 3, 10, 17 and 24 plus dates in July), Free Fishing with TAKO (June 4), Let Love Fly (June 4), Free Swimming Lessons (June 9), Swimming Storytime (June 17), Freedom Roll (June 24), Children's Concert (June 24) and the Great American Campout (June 25). These events were attended by more than 5,000 attendees.

We took the opportunity to include a flyer in the all-address mailing of the Water Department's quality report about the events (shared with Neighborhood Ambassadors). The month also included preparation for July events. All events on the Slate are free to attend with details available at northlibertyiowa.org/cityslate.

Blues & BBQ

As we near the return of Blues & BBQ on July 9, we spent significant time planning for the event. In June we advanced the show with our musical lineup, headlined by The War and Treaty, promoted sales for the Pig & Pint fundraiser, worked on electrical needs for the event and other planning and promotion. At the end of the month, there's still lot of work for the beginning of July, but we're where we would expect. Volunteer opportunities and more information is available at northlibertyblues.org.

Neighborhood Ambassadors

Neighborhood Ambassadors were active through the month as we saw opportunities to partner with various departments, especially the Recreation Department's Play Outdoors series of pop ups each Thursday. Some used their grants to provide treats along side games or visits from public safety. Other neighborhood projects were completed, include a Little Free Library installation. We took the opportunity to include a flyer in the all-address mailing of the Water Department's quality report about the program (shared with City Slate).

Outreach

We hosted a special edition of the 55+ Connections Lunch for free intergenerational engagement at Penn Meadows Park. The Community Connections Lunch was delayed from the Omicron spike in February.

We continue to work with United Action for Youth on programming in the Ranshaw House while having more conversations with our social service partners about how the space can help them service North Liberty residents. We are hoping to finalize a plan to furnish the space before the fall.

Other Items

Staff represented the city with Welcoming America, in the Business Partnership's Community Leadership Program (congratulate Derek on his graduation!), with Think Iowa City's outreach into the Des Moines market and other local initiatives and non-profits.

We produced City Council meetings and submitted them to the Iowa City government channel.

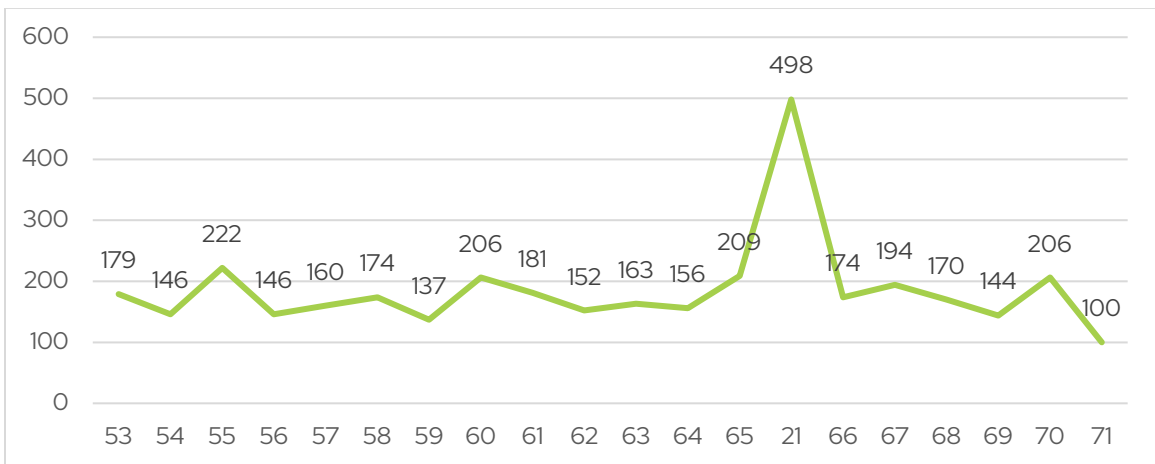
We posted news releases about projects, fireworks, City Slate events, good neighbor meetings, emergency responses, recreation programming and more.

Completed Videos

Title	Requested By	Completed	Duration
Parks & Recreation	Administration	June 2	0:30
Social: Let Love Fly	Communications	June 6	0:02
Connect with your Ambassador	Communications	June 13	0:04
Become an Ambassador	Communications	June 13	0:02
City Council	Administration	June 14	0:49
GNM: S Dubuque/NL Road	Planning	June 16	0:09
GNM: Oak Lane/NL Road	Planning	June 16	1:24
Library Board of Trustees	Administration	June 20	0:34
Eye on: Blues is Back	Communications	June 28	0:08
City Council	Administration	June 28	2:56
ALICE training	Library	June 28	0:19
Total completed productions: 11	Duration of new video: 7.0 hours		

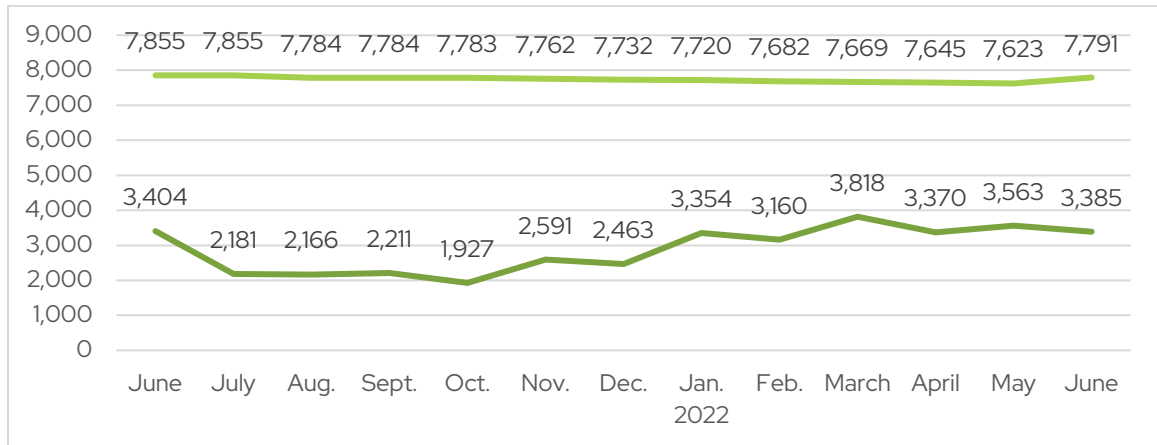
52317 Podcast

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



Downloads is the number times the podcast file was downloaded to a player, including a podcast client, webpage-embedded player or other device since its publication. Numbers are as reported by service provider LibSyn as of the date of this report. **Episodes** 71: Spotix; 70: Johnsy's Liquor; 69: Vertronic Aerospace; 68: North Liberty Coralville Softball Baseball; 67: Soiree; 66: Illuminate; 21: Heyn's; 65: LaLa Boutique; 64: Kirkwood Workplace Learning Connection; 63: Leash on Life; 62: Chomp Delivery; 61: Speedy Mike's Carwash; 60: Flip Salon & Spa; 59: Rock Valley Physical Therapy; 58: NASA; 57: Animal Kingdom; 56: Concha Audiology; 55: Silver Rooster Tattoo; 54: Aero Performance and Physical Therapy; 53: Beathe; 52: Meadowlark Psychiatric Services; 51: Psychiatric Associates;

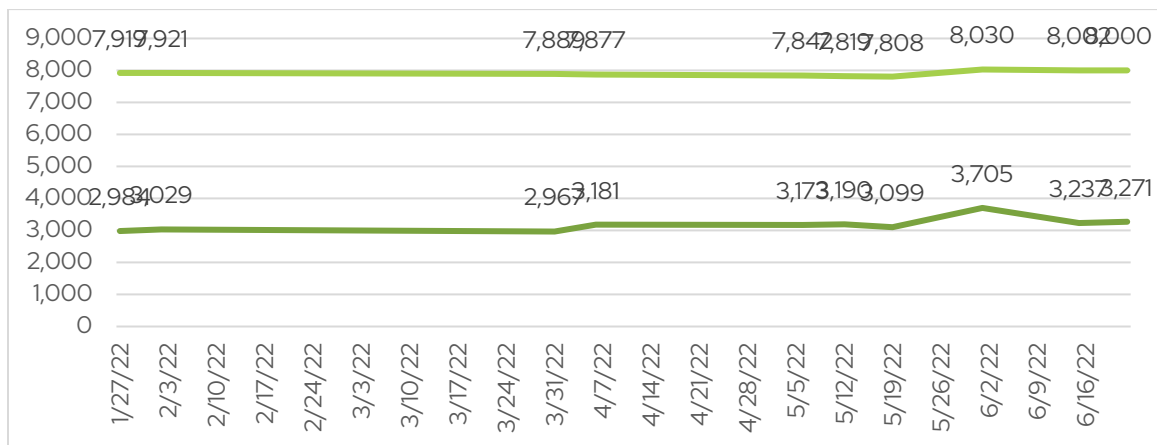
North Liberty Bulletin Email Newsletters



Recipients is the number of email addresses to which an issue of the Bulletin was sent and is represented by the top line. **Opens** is the number of unique recipients who opened the Bulletin and is represented by the bottom line; the standard open rate for government is 25.4%. Numbers are as reported by service provider Mailchimp. **Subject lines** June: A full slate; May: Taking time for two wheels; April: Mud, trash and poop season; March: The Thaw; Feb: Save the dates; Jan: Tomorrowland; Dec: Conspiring, to eat cookies, by the fire; Nov: Not sure you know how psychologically healthy that actually is; Oct: Pumpkin spice spooky decorative gourd season; Sept: My fall plans vs; Aug: Summer send-off 🎆 July: My dog hates fireworks; June: Magical world of normal-ism

Know Before You Go Emails

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



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

Website Statistics

Month	Sessions	Users	Pageviews
June 2022	27,985	20,537	55,721
May 2022	25,781	19,174	48,930
April 2022	27,396	20,578	52,648
March 2022	25,815	19,113	49,629
Feb 2022	22,876	16,286	41,437
Jan 2022	26,218	20,351	47,444
Dec 2021	17,011	13,056	33,502
Nov 2021	20,196	15,122	39,415
Oct 2021	17,041	13,190	32,858
Sept 2021	22,849	14,800	44,285
Aug 2021	29,557	21,990	54,762
July 2021	32,559	24,967	63,686
June 2021	22,840	19,955	64,284

Sessions is the number of time-bound user interactions with the website. **Users** is the number of unique devices loading the site in that month. **Pageviews** is the total number of pages loaded or reloaded. All stats are monthly.

Social Media

Month	Facebook		Twitter		Instagram	Nextdoor
	New likes	Reach	New follows	Impressions	Followers	Members
June	114	31,235	-3	14,900	2,738	5,617
May	122	33,811	23	17,700	2,712	5,585
April	57	37,226	-11	17,500	2,667	5,531
March	62	47,317	22	19,500	2,648	5,497
Feb	47	47,939	17	18,100	2,620	5,448
Jan 2022	139	209,293	7	40,500	2,600	5,411
Dec	32	19,971	11	23,500	2,575	5,383
Nov	14	20,182	9	30,400	2,570	5,361
Oct	50	35,617	2	20,600	2,537	5,279
Sept	60	26,516	11	21,900	2,521	5,237
Aug	59	26,710	15	40,100	2,497	5,178
July	80	21,523	3	34,600	2,471	5,114
June	72	25,066	-4	45,400	2,456	5,076

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

To North Liberty Mayor and City Council Members
CC Ryan Heiar, City Administrator
From Brian Platz, Fire Chief
Date July 7th, 2022
Re Fire Department Report to Council – July 2022

As the department continues to exercise its staffing plan, we find ourselves with a growing call volume and gaps with our existing “on duty” program. As the needs of our community change, so must our approach to how we respond to their emergencies. As the fire chief, I am responsible for ensuring that we respond to calls for service with existing resources. As an organization that embraces continuous improvement, we must be open to new ways of providing our services. As I look at our current system, my attempt is to be more efficient with existing personnel, balanced with a need to fill known staffing gaps. As I discussed various programs with other fire chiefs, one theme became apparent. Long gone are the days in which we can be open to allowing all our members to self-schedule or solely respond from home without some personnel in the station.

After lengthy reflection, observation and listening, we will be starting a new “duty crew” program. This program is vastly different than our current way of doing things. It is based on established, rotating duty crews. Further, I think we possess the type of members and culture that can embrace such a system and make it successful. I wouldn’t institutionalize this if I didn’t think we had the ability to see it through.

The majority of the paid per call (PPC) group will be grouped into six duty crews. These duty crews would be on duty one out of every six days and would rotate throughout the year. The duty time would be 6 am to 6 am (24 hours). This schedule equates to five days per month. Assignments will be made for members to spend a portion of their duty day at the station as well as at their residence. We only have so many beds at the station, which we will consider as the program gets off the ground. Personnel will be excused on their duty day if they’re working, ill, or attending school. Those are the only exclusions. If they have a need to be off for other reasons, they will be allowed to trade their shift or a portion of it. Finding a replacement would be their responsibility.

I believe one of the biggest benefits of this program is positioning the PPC group as a more consistent and credible part of the department, owning a much bigger portion of the response model. This type of program could essentially promote the longevity of the PPC group for many years as the department exercises its staffing plan.

The overriding benefit to this program is that each day a group of four to five firefighters, in addition to part time, current full time, and future full time, are assigned to duty. Knowing we have qualified personnel at the ready is one of the cornerstones of a competent and effective fire department. Additional benefits of such a program include staffing that better meets community needs. When coupled with part time personnel, this staffing program stands to yield up to two staffed trucks ready to respond. This ensures that the PPC group is a vital part of our continued staffing plan. Additional people at the ready provides for increased operational safety. This ensures that all weekend days and holidays are covered. It ensures that all PPC personnel are sharing the load of weekend and holiday duty, in turn reducing burnout of our members. Additionally, it provides for small crew training which in turn yields increased competency. A vast majority of training will be done while on duty. It also allows for increased crew consistency. If we are awarded the SAFER grant, each full-time duty lieutenant will rotate and largely work with two of the duty crews. Much like a career department, crew cohesiveness will be increased.

Please let me know if you have any questions or concerns.



North Liberty Fire Department 2022 Monthly/YTD Response Report

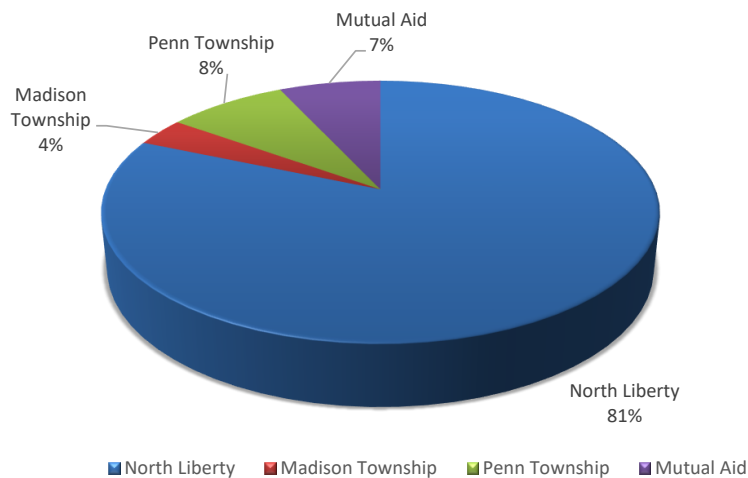
North Liberty Fire Department Responses By Fire District

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
North Liberty	106	112	81	105	125	127							656	81.39%
Madison Township	3	2	3	7	6	7							28	3.47%
Penn Township	7	8	12	11	15	13							66	8.19%
Mutual Aid	8	8	7	13	9	11							56	6.95%
Total Responses	124	130	103	136	155	158							806	

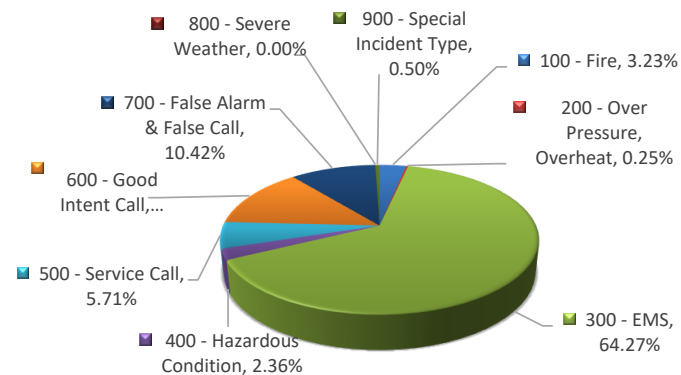
North Liberty Fire Department Responses By Type of Incident

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
100 - Fire	3	6	4	3	6	4							26	3.23%
200 - Over Pressure, Overheat	1	1											2	0.25%
300 - EMS	77	77	68	84	102	110							518	64.27%
400 - Hazardous Condition	3	2	3	3	1	7							19	2.36%
500 - Service Call	10	8	5	7	11	5							46	5.71%
600 - Good Intent Call	14	25	15	19	20	14							107	13.28%
700 - False Alarm & False Call	15	11	8	19	14	17							84	10.42%
800 - Severe Weather														
900 - Special Incident Type	1			1	1	1							4	0.50%
Total Responses	124	130	103	136	155	158							806	

2022 District Responses YTD
(Rounded Percentage)



2022 Type of Incidents YTD
(Percentage)





North Liberty Fire Department 2022 Monthly/YTD Response Report

North Liberty Fire Department Response Statistics (All Incidents)

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Year To Date	Percent To Date
Total Responses for Month	124	130	103	136	155	158	0	0	0	0	0	0	806		
Average Responders per Incident (Including Members at Station)	4.6	5.9	5.5	4.9	5.9	5.4							5.4		
# Incidents with 2 or less Responders	25	14	11	14	16	10							90		
% Incidents with 2 or less Responders	20.2%	10.8%	10.7%	10.3%	10.3%	6.3%							11.2%		
# Incidents with No NLFD Response	0	0	0	0	0	0									
# Incidents Cancelled Enroute or Prior to Arrival	12	15	9	16	12	9							73		9.06%
# Incidents Cancelled by JCAS	1	5	2	2	0	0							10		13.70%
# Incidents Cancelled by JECC	5	2	3	5	3	2							20		27.40%
# Incidents Cancelled by Law Enforcement	2	4	3	2	5	4							20		27.40%
# Incidents Cancelled by Fire Department	4	4	1	7	4	3							23		31.51%

North Liberty Fire Department Emergent Response Turnout Statistics (Lights & Sirens)

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Year To Date	Percent To Date
Total Emergent (Lights & Sirens) Responses for Month	82	71	70	77	82	92									
# of Incidents with Turnout Time 2 Minutes or Less - PPC/Admin	20	10	19	24	27	28									
# of Incidents with Turnout Time 2 Minutes or Less - PT	7	18	11	15	17	26									
# of Incidents with Turnout Time 2 Minutes or Less - Total	27	28	30	39	44	54									
% Incidents with Turnout Time 2 Minutes or Less	32.9%	39.4%	42.9%	50.6%	53.7%	58.7%									
90th Percentile Turnout Time - (Minutes) Part-Time	2:49	2:50	3:08	2:21	2:49	2:27									2:47
90th Percentile Turnout Time - (Minutes) Paid Per Call	7:18	6:34	4:45	5:17	3:22	4:35									5:17

**(Turnout Time is defined as Dispatch Time to Unit Enroute Time)(PPC-Paid Per Call)(PT-Part Time)

North Liberty Fire Department Auto Aid & Mutual Aid Given

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Year To Date	Percent To Date
Auto Aid - Coralville (52001)	3	4	1	3	2	1							14		1.74%
Auto Aid - Iowa City (52003)		1		1		2							4		0.50%
Auto Aid - Solon (52008)	2	2	1	3	1	3							12		1.49%
Auto Aid - Swisher (52009)	3	1	4	5	5	5							23		2.85%
Auto Aid - Tiffin (52010)				1									1		0.12%
Mutual Aid - Other Fire Departments			1		1								2		0.25%
Total Responses	8	8	7	13	9	11	0	0	0	0	0	0	56		6.95%

North Liberty Fire Department Auto Aid & Mutual Aid Received

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Year To Date	Percent To Date
Auto Aid - Coralville (52001)	2	2	4	3	6	4							21		2.61%
Auto Aid - Iowa City (52003)				2	1	2							5		0.62%
Auto Aid - Solon (52008)	2	1	3	2	8	3							19		2.36%
Auto Aid - Swisher (52009)	2	1			5	2							10		1.24%
Auto Aid - Tiffin (52010)	1	1		4	1	3							10		1.24%
Mutual Aid - Other Fire Departments				1	1								2		0.25%
Total Responses	7	5	7	12	22	14	0	0	0	0	0	0	67		8.31%



TO: City Council and City Administrator
 FROM: Jennie Garner, Library Director
 DATE: July 6, 2022
 SUBJECT: Monthly Library Report

Library News

With summer in full swing, the foot traffic at the library is picking up. The daily door count is on the rise while still not quite reaching the 800-1000 pre-pandemic averages. Library staff is thrilled to see so many readers keeping us on our toes. As you can see in the chart below, patron visits continue to rise. (Note: we were closed May 30 for Memorial Day and the lower door counts are Sundays when we are open three hours).

Total Counts by Day		Total Counts by Day		Total Counts by Day	
Last 14 Days - May 23, 2022 to Jun 5, 2022		Last 14 Days - Jun 6, 2022 to Jun 19, 2022		Last 14 Days - Jun 20, 2022 to Jul 3, 2022	
Day	Traffic	Day	Traffic	Day	Traffic
May 23, 2022	292	Jun 6, 2022	678	Jun 20, 2022	711
May 24, 2022	343	Jun 7, 2022	621	Jun 21, 2022	582
May 25, 2022	299	Jun 8, 2022	649	Jun 22, 2022	699
May 26, 2022	369	Jun 9, 2022	544	Jun 23, 2022	615
May 27, 2022	244	Jun 10, 2022	531	Jun 24, 2022	419
May 28, 2022	103	Jun 11, 2022	351	Jun 25, 2022	254
May 29, 2022	78	Jun 12, 2022	123	Jun 26, 2022	89
May 30, 2022	6	Jun 13, 2022	574	Jun 27, 2022	584
May 31, 2022	446	Jun 14, 2022	726	Jun 28, 2022	634
Jun 1, 2022	352	Jun 15, 2022	797	Jun 29, 2022	635
Jun 2, 2022	434	Jun 16, 2022	551	Jun 30, 2022	565
Jun 3, 2022	361	Jun 17, 2022	411	Jul 1, 2022	364
Jun 4, 2022	291	Jun 18, 2022	249	Jul 2, 2022	173
Jun 5, 2022	166	Jun 19, 2022	47	Jul 3, 2022	97

The Friends of the Library were thrilled to offer their popular annual book sale in June. In conjunction, the Junior Optimist International Club (JOI), lead by our Youth Services team, held a bake sale and helped the Friends set up and tear down the book sale. All told, including a stipend from the Friends for their service work in helping with the book sale, the JOI club raised over \$900 for their first fund-raiser. The JOI Club is already very active; it's been a pleasure to see the group grow and gain support.

The library is launching three new electronic resources this summer. The first is a new mobile app called myLIBRO, that provides patrons access to all of our physical and electronic materials in one place and allows patrons to self-check library materials on their mobile device. In addition, there is an event calendar and social media functions built into the app so patrons can keep up with library programs and services.

In addition, we will be offering a community engagement database called [Biblioboard](#), that gives the library tools to provide avenues for patrons to share creative content online such as artwork, music, videos, and more. Biblioboard also offers a free e-book publishing feature for local writers that includes a curated collection called the [Indie Author Project](#) (IAP), to which they can submit their work. Authors design cover art and choose the formatting for their work. Our patrons then have access to read locally published books and the IAP.


And finally, we'll be launching [LinkedIn Learning](#), which is a platform providing customized skill-building courses and certification training for the business community, job seekers, and other learners.


Check out the exciting programming [lineup](#) for July here. The fun includes Webb Space Telescope first images panel; a potluck picnic with recipes and a discussion around a specific cookbook available at the library; baby goat storytime; and a chance to meet pets available for adoption at Cat Café (cats and tea) and Pu ps and Pies programs.



A few of the JOI volunteers selling baked goods.

Scroll for more highlights

Letters we received at the end of the school year from some local elementary school kiddos 

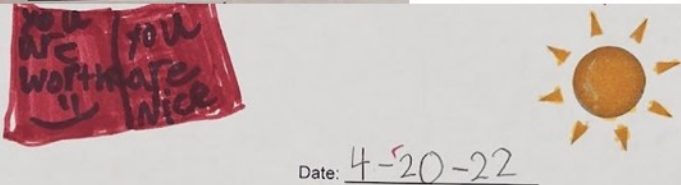


Date: april 20 2022

Dear Librarian:

thank you for helping and working at the north liberty library and for helping kids and grown ups look for books you are nice to a bunch of people thanks for keeping the library open. thank you for making the library happen. I do not know what the library would be like without librarians like you.

from



Date: 4-20-22

Dear librarian,

thanks for all you do for the town and for letting us use your books! we are verry grateful for what you do for us! I love books I love to read so I love librarians I may not have seen you but I can just tell you are grate! When I grow up I want to be a librarian to just like you! Just know that you have sport from me and my class miss. canhoks calbs!

your sporter



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

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

Date **July 5, 2022**

Re **Monthly Report**

We performed various building maintenance tasks as needed this month.

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

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

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

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

Our two landscaping crews have been very busy with weeding and watering. We treated several round-a-bout landscaping for an infestation of grasshoppers and caterpillars that were feasting on the vegetation. We continue to water all new plants and trees daily as well as other landscaping areas that require more water. Just as an FYI, the benefit of adding in amended soils during the initial landscaping design has been paying off. The plants require less water, less general care and look healthier.

Our forestry crew removed two large ash trees due to the invasion of the Emerald Ash borer.

I attended multiple meetings regarding ongoing projects with Shive Hattery this past month such as the Community Center roof pre-con meeting, Dubuque Street project and Saint Andrews Drive Landscaping warranty.

Park Staff installed 10 mph speed limit signs along the new Centennial Park Loop Road. For now, this has helped with resident concerns regarding vehicular traffic through Centennial Park.

We continue to work on the new storage shed located at the Babe Ruth ball field. A new concrete ramp, steel standing seam roof and steel doors were added this month.

We repaired the Liberty Centre Pond fountain. It had an electrical issue.

Park staff cleaned the Liberty Centre waterfall and added new stone to spruce up the area.

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

Parks staff performed a monthly playground inspection.

We had multiple areas of concrete trail repairs this month due to heat and the expansion/buckling effect.

We removed the old wooden playground at Penn Meadows Park. It was past its service life and hasn't meet current playground standards for a while.

We installed new benches at the playground near the library. Concrete pads were poured prior.

We removed park benches from various parks that need to be repainted. We will take them to the Powder Shop in Cedar Rapids to have a new powder coat paint applied and baked on.

Park staff treated all the city owned ponds with beneficial pond bacteria to reduce the algae blooms we have been seeing.

We installed and implemented new gate locks at the dog park. Dog Park users must have their pet registered to have access to the park. New pet registrations have picked up this month.

We planted 12 new trees at West Lakes. This was in part paid for by the Mid-American *Trees Please* grant that we were awarded in March.

The Optimist Club of North Liberty installed a Veterans Memorial flag display at Centennial Park. The flags will be displayed during certain holidays to honor our Veterans.

Staff attended a Human Trafficking Awareness class on June 9th

The DNR Free Fishing weekend was held on June 4th at Liberty Centre Pond.

Planning and preparation continue for the July 9th Blues & BBQ celebration.



Overgrowth trimmed from the bike trail from Penn Street to Forevergreen Road.



Landscaping Maintenance.



Grasshopper and Caterpillar infestation in our round-a-bouts plants.



Ash tree removal at Cornerstone Park due to the emerald ash borer infestation.



10 mph speed limit signs at Centennial Park.



Detention Pond mowing.



Liberty Centre fountain electrical issue repair and waterfall cleaning and enhancements.



Babe Ruth shed received a new steel standing seam roof, steel doors and a concrete ramp.



Concrete trail repairs.



Concrete trail repairs.



Penn Meadows Park old playground removal.



Concrete pads and benches installed.



Benches removed to be repainted.



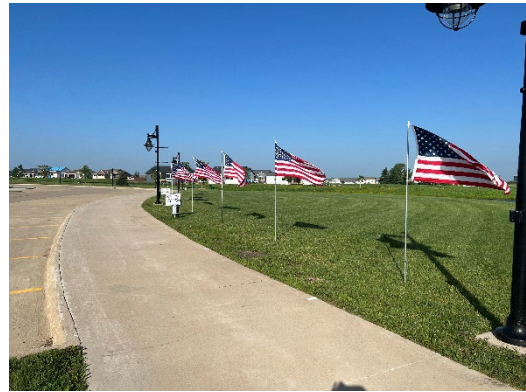
Pond algae before and after beneficial pond bacteria treatment.



New gate locks installed at Red Fern Dog Park.



Trees planted at West Lakes (Mid-American *Trees Please* Grant)



Optimist Club of North Liberty Veterans Memorial flag display at Centennial Park.



North Liberty Police Monthly Report June 2022

Training:

- Members attended monthly Canine, Bomb Squad, Tactical Team, and Dive team training (64 hours)
- Two Sergeants attended 3 days of online training on the police reporting for the National Incident Base Reporting System (NIBRS) from the FBI (48 hours)
- Chief and Lieutenant attended the 2022 Iowa Law Update in Coralville. (16 hours)
- Chief and Administrative Assistant attended an online law enforcement suicide reporting feature for the National FBI reporting system. (1 hour)

Public Relations:

- NLPD investigators gave a presentation to City staff on Human Trafficking Awareness.
- Officers set up a table at the Let Love Fly event. Attendees used rainbow and glitter paint to put their handprints on a police car.

Traffic Contacts	334
Parking Contacts	32
Vehicle Inspections	22
Vehicle Unlocks	18
Crash Investigations	20
Public Assists	464
Assist other Agency	141
Crimes Against Persons Report	14
Crimes Against Property Report	14
Other Reports	38
Arrests	32
Warrants	6
Alcohol/Narcotics Charges	18
Crimes Against Persons Charges	9
Crimes Against Property Charges	1
Other Charges	17
Animal Calls	69
Total Calls for Service	1966
*Total Calls for Service for the year	11171



- Officer have stopped in to visit with folks at the Ranshaw House Concert Series.
- We showed off our new E-bike at the Freedom Ride



- Officers were invited and attended the Block Party in Cedar Springs. They gave tours of their patrol cars



- North Liberty received the Ranking of #13 for the Safest City in Iowa. This is an increase by 6 spots with Uniform Crime Data reporting (violent crime and property crimes), solving crimes, and population for 2021 information. We saw a decrease in violent and property crimes year over year. For more information see [REPORT LINK HERE](#).
- 6 Child Safety Seat checks were completed for the month.

Equipment:

- Purchased the virtual reality simulator from funds for the forfeiture accounts. It should be delivered in the next few months.
- We purchased a spare portable radio to have on hand in case a one goes down.
- We ordered a pop-up tent with our logo to provide shade at community events.
- Two cars were ordered for the replacement of a patrol car and an administrative vehicle.

Enforcement/Crime:

- We followed up with the owners on the recent dangerous dog declaration. The dogs have been removed from town.
- One vehicle window was broken out and a purse was stolen at a local restaurant. There are no known suspects or witnesses to this theft. We continue to encourage people not to leave their valuables in plain view and to call if they see any suspicious or criminal behavior.
- We are seeing an increase in animal calls. This includes checking on an animal's welfare, animals being aggressive, and at-large dogs and cats.

Department Admin:

- Our two college interns continue to ride and work around the department for the summer.
- Officer Santiago will retire July 15th and his reception is from 2-4pm at the police department.
- Chief attended two separate meetings at ILEA for Rules and Curriculum. She also attended a board meeting in Marshalltown for the Iowa Police Chief's Association as well as the meetings for the Drug Task Force and Johnson County Forensic and Cybercrimes Team (JFACT).
- We moved over to the 365 migration and are still learning the ins and outs
- The Department became ICAC (Internet Crimes Against Children) affiliated with the State and will work to attain training and continue investigations reported to us through national networks of online crimes against children.
- Records submitted a COPS grant for a new position that would help to fund a cyber-crimes investigator.
- We completed an MOU for a shared CIT social worker/counselor that would work with North Liberty, Johnson County and Coralville. This position is funded through the region and the three entities would take over the full funding after a five-year period. They will be employed

through CommUnity Crisis Services and Food Bank and supervised through Mobile Crisis. We hope to get this position posted soon.

- The Admin Lieutenant position was posted internally for current supervisors to get their application packet in for next month.
- Working on a hiring packet for new hires that will just stay open, so we can keep up to date on current or interested individuals as openings come up.
- We started the background investigation on an individual that was interested in working for NLPD. We will continue to work through these as we receive applications for the potential upcoming of 2 positions (retirement and internal promotion).

Respectfully Submitted by Chief Diane Venenga and Alisha Ruffcorn 7/6/2022



To **Park & Recreation Commission Board Members**
CC **Mayor, City Council, City Administrator**
From **Shelly Simpson**
Date **June 28, 2022**
Re **Monthly Report – June 2022**

Wow – where did the month of June go? The month started as I assisted with the Mega Kites/ Let Love Fly - City Slate Event. We also began a new Rec program “Play Outdoors” every Thursday in June at different pond locations. This program is held to promote games & equipment that are available to check out through the Rec Dept. This includes classic yard games, fishing poles and we joined in with Neighborhood Ambassadors as social events. Meetings this month included human trafficking, Centennial Park design, and first roof replacement meeting – this project will begin August 1. Staff worked on Fall programming for September through December 2022. The outdoor pool opened on June 4, Ashley and her staff are busy with swim lessons, open swim times, and pool rentals. The indoor pool remains busy with lap swimmers, aqua fitness classes, and evening swim lessons. On Sunday, June 26 the outdoor pool had to close due to flooding of electrical conduit, and pumps. We re-opened the outdoor pool on Tues., June 28 at 2pm without the main play feature in operation. More repairs needed to get this feature back on.

Recdesk Database:

Reviewing our Recdesk database; we have 11,103 residents (63%) and 6,602 non-residents (37%) totaling 17,705 individuals. Increase of 544 from last month.

Aqua Programs:

Aqua classes continue to show a strong return in participation. This session had approximately 56 registered participants, plus daily drop-ins. Arthritis Aqua, Aqua Zumba, Aqua Bootcamp and Easy Does It had the most attendance. Aqua Program revenues totaled \$1,769.95.

Swim Lessons:

Swim lessons resumed with 323 participants: 282 in group, 40 in private lessons. Swim lesson revenues totaled \$4,080.

Leagues/Sports:

Tennis lesson divisions were 5-6, 7-8, 9-10 and 11-12. Total number of participants totaled 71. Pee Wee Soccer totaled 49 participants. Blastball had 40 participants. Leagues revenues totaled \$1,440.

Recsters Summer Camp: Our summer, all day supervision programs began this month.

Session	Recsters	JC	Knight Riders	Combined
Week 1	47	4	14	65 participants
Week 2	49	4	14	67 participants
Week 3	49	5	16	70 participants
Week 4	50	4	17	71 participants

Classes/Programs:

Fitness aerobic classes continue. We had approximately 16 registered participants, plus daily drop-ins. Body Blast, Body Sculpt, Cardio Pump and Senior CBS continue to be mainstays. New yoga classes lacked enrollment.

Tippi Toes Dance classes totaled 41 participants.

Senior Connections Lunches continued with 120 meals for the month. We offered a free community New Pi picnic lunch and bingo on June 3rd.

Classes/Programs revenue totaled \$3,349.75

Pools:

As mentioned in summary, outdoor pool opened June 4.

Season Pool Pass revenues totaled \$21,224

Daily Pool Fees totaled \$30,118

Pool Rentals totaled \$3,187.24

Concessions revenues totaled \$17,122.50.

Weight & Exercise Area / Track:

Weight fee revenues totaled - \$10,551; Split membership revenues totaled \$10,025.

Active memberships for the month totaled 3,148.

Point of sale transactions for month totaled 10,253.

Gymnasiums:

Gymnasium Rental revenues totaled \$490

Rentals:

Community Center Rental revenues totaled \$1,360.75; Shelter rental revenues totaled \$157.50

Field Rental revenues totaled \$5,517

Revenues:

Revenues (June 1-27) totaled \$111,530.45

Special Events:

Mega Kites / Let Love Fly, June 4 – I assisted with this City Slate event, held at Centennial Park.

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



To **Mayor and City Council**
CC **City Administrator Ryan Heiar**
From **Street Superintendent Michael Pentecost**
Date **July 1, 2022**
Re **Street Department Staff Monthly Report for June**

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

- Locating of City Utilities (444 job tickets) ongoing
 - a. This is an increase of 6% from June 2021
- Continued animal control services (13 responses to animal issues)
- Cemetery plot locates (6 in total)
- Projects/Meetings
 - a. Ranshaw Way Phase 5
 - i. Project at 90% complete
 - ii. Finish grading, electric install, trail/sidewalk prep and tie-ends, and tunnel landscape and plantings
 - iii. Bi-weekly progress meetings continue
 - b. Dubuque St
 - i. Project at 40% complete
 - ii. Storm sewer installation
 - iii. Water main installation
 - iv. Weekly progress meetings held
 - c. North Jones Blvd extension
 - i. Project at 7% complete
 - ii. Mediacom removed line from poles so contractor could complete grading
 - iii. Staff conducted lift station shutdown scenario for upcoming force main work
 - iv. Weekly progress meetings held
- City staff and contractors have worked with all property and business owners again this month that were affected by these projects to minimize the amount of disruption for each
- Construction Plan Review group meeting to discuss recent submittals
- Greenbelt Trail subdivision walk through with punch list items produced
- Coordination of EMA refrigerator trailer to be moved to Woodbury County Iowa because of local hospital cooler failure
- Streets, Wastewater, Water worked with Fire Department for placement of training structures at Wastewater and Public Works facilities

- Transported 28 single axle dump truck loads of compost material from last year's leaf collection to Public Works campus to be used in various city projects
- 2022 street sweeping data
 - a. 45 tons of material collected and hauled to landfill at a cost of \$2,254
 - b. This was the second full season using only salt for winter operations
 - c. This was the lowest quantity and cost for landfill of street sweepings
 - d. The largest reason for this is a mild winter and salt only usage
- New sign making equipment delivered and installed
 - a. Staff has already produced and installed around 25 signs using this equipment
 - b. Sign replacement timeframe ordinarily took around 3 months but now is completed in 1 day
- Staff conducted monthly safety inspections for all street equipment and buildings
- New siren installed at Scales Bend Rd/Pheasant Ln intersection
 - a. This larger warning siren now extends coverage range to include all of Cedar Springs subdivision as well as overlap from other siren radiuses
- Staff conducted monthly warning siren testing in all 8 locations
- Service and maintenance of various equipment
- Mowing of city ROW and ditches
- Staff continued working on mapping City fiber and electric structures to new GPS/GIS system
 - a. Updating various sewer structures in current GIS system to accurately reflect the sewer system
- Street Repairs
 - a. Street replacement/repairs at Sadler Dr, Juniper St/Juniper Ct, W Zeller St, August Ct/Sugar Creek Ln, and West Penn St resurfaced
 - b. Notification sent out ahead of time to affected residents, businesses, and emergency services when travel routes were affected
- Street painting
 - a. Staff started annual painting of city stop bars, traffic lane markings, crosswalks, and symbols
- Sanitary Sewer
 - a. Routine cleaning, inspection, jetting, vaccing, and maintenance
 - b. 1 sewer service plug/back-up off Golfview Dr from residential neglect of their service
- Chemical treatment started at Herky St lift station for H2S gases
- Storm Sewer
 - a. Repairs to damaged system at Jordon St/ Ashley Ct and Cypress Cir
 - b. Staff responded to storm sewer blockage during 4" rain event



EMA trailer to Woodbury County



New sign making equipment installed and being used



Scales Bend Rd/Pheasant Dr new siren installed



Concrete repairs at Juniper St/Juniper Ct intersection



To **City Council, Mayor and City Administrator**
From **Drew Lammers**
Date **July 1, 2022**
Re **June 2022 Water Pollution Control Plant (WPCP) Report**

1. All scheduled preventative maintenance at the plant and lift stations was completed. Staff stayed very busy with numerous operational jobs throughout the month.
2. This month's staff safety meeting was on Confined Space Entry. Staff completed target solutions online training as well as reviewed safety training topics as a group and performed training scenarios with safety equipment used in facility applications.
3. WPCP management team attended the IAWEA Annual Wastewater Conference in Davenport. We also toured the City of Davenport wastewater facility and biosolids/compost recycling center.
4. City Staff and Fox/Strand Engineers had a kickoff meeting to discuss Phase 3 of the WPCP Facility Plan update. This plan will be a review of current treatment capacities and future flow projections as the population increases. We will also be reviewing 3 lift stations for upgrades as well.
5. Staff drained cleaned and inspected both aerobic digester tanks during June. Emptying these tanks is an operational challenge since the biosolids wasting demand is continually increasing with population growth. Maintenance staff fabricated and installed stainless steel support brackets for equipment inside the tanks that was damaged by winter ice. All repairs are complete, and the tanks are back in service.
6. Lab staff completed annual DMR-QA testing. All certified parameters were tested for proper procedures and accurate results by testing unknown sample values and submitting results for verification. The study ends in July and results will be finalized and returned within the next month. Valid results are accepted as state and federal proficiency in analytical quality control. Invalid results indicate errors that need to be explained and retested with valid results and assurances for future quality control.
7. Electrical repairs continue from the March MBR flood. Staff has been adjusting operations to provide equipment shutdowns for further flood damage investigation and repairs. The electrical contractors are finished with most of the equipment. I would anticipate completion within the next 4 weeks.

Drew Lammers - WPCP Superintendent



To **North Liberty Mayor and City Council Members**
CC **City Administrator Ryan Heiar**
From **Water Superintendent Greg Metternich**
Date **July 1, 2022**
Re **Monthly Report – June 2022**

In the month of June, we treated a total of 42,697,000 gallons of water, our average daily flow was 1,423,000 gallons, and our maximum daily flow was 1,686,000 gallons. The total amount of water used in the distribution system was 6.1% lower than June 2021.

We have had a busy month with 9,043 accounts read, 17 re-reads, 232 service orders, 74 shut-offs, 65 re-connects for water service, 182 shut-off notices delivered, 13 new meter set inspections, 6-meter change outs, 23 MIU change outs, assisted 13 customers with data logging information, 44 calls for service, and 9 after hour or emergency calls. Our monthly total service work averaged 30 calls per day.

We completed our first chemical “Clean-In-Place” process on all three RO trains, both first and second stages. Each train was taken out of service for two days. The first day started with the first stage of the train being treated with a low PH acid at 110 degrees for about 3 hours, then draining the first stage, flushing with permeate, and repeating the process on the second stage. The second day started with the first stage being treated with a high PH caustic at 110 degrees for about 5 hours, then draining the first stage, flushing with permeate, and repeating the process on the second stage. The cleaning was a success, all three trains are operating at the same rejection rate, and pressures that we started with four years ago.

We spent a great deal of time last month working with the contractor on the Dubuque Street project. The water main was shut down on two different occasions so that the new water main could be tested before going into service.

Staff changed out a fire hydrant at the intersection of South Front St. and Hackberry. This was an older MH hydrant that had been on our list for some time. The Street Department had the road closed for street repairs we took advantage of the road closure.

Staff continues to work on our Lead and Copper inventory (added 280 services to the list), and surveying curb stops to add to our GIS Mapping (639 curb stops last month) (6,354 total).

Water Superintendent
Greg Metternich



Parks & Recreation Commission
July 7, 2022, 7:00pm
City Council Chambers, 1 Quail Creek Circle, North Liberty, Iowa

This meeting may be accessed live by the public in person or on the internet at northlibertyiowa.org/live, on Facebook at facebook.com/northliberty or on YouTube at youtube.com/c/northliberty. Meetings are rebroadcast on cable and available on-demand on northlibertyiowa.org.

1. Call to Order
2. Welcome New Board Member(s)
 - a. Renewed term – Jeremy Parrish
 - b. New – Jamie Gade
3. Approval of Minutes
 - a. June 2, 2022
3. Reports
 - a. Parks Report
 - b. Recreation/Pool Report
 - c. Questions, Concerns, Updates
4. New Business
5. Old Business
6. Next Meeting
 - a. Thursday, August 4, 2022, at 7:00pm.
7. Adjourn

Revenue By Period - GL Account Summary

Start Date: **6/1/2022 12:00 AM** End Date: **6/27/2022 11:59 PM**

Payment Methods: **CA, CK, CC, IC, EC, CR**

User(s)/Cashier(s): **- All -**

Regular Revenue

		DEBITS									CREDITS	
<u>**Gross</u>	<u>**Net</u>	<u>Cash</u>	<u>Check</u>	<u>CC (Gross)</u>	<u>CC (Net)</u>	<u>ACH (Gross)</u>	<u>ACH (Net)</u>	<u>Internal CC</u>	<u>Acct Credit</u>	<u>Other</u>	<u>Refunds</u>	<u>Other</u>
000 - Household Credit Account												
23.75	23.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	791.50	0.00	-767.75
001-0000-4310-01 - Pool Rentals												
3,187.24	3,084.64	0.00	0.00	3,420.00	3,317.40	0.00	0.00	0.00	0.00	0.00	-232.76	0.00
001-0000-4310-02 - Community Center Rentals (Room Rental)												
1,360.76	1,313.65	-110.00	-82.00	1,570.00	1,522.89	0.00	0.00	0.00	15.00	0.00	-32.24	0.00
001-0000-4310-03 - Gymnasium Rentals												
490.00	483.70	120.00	160.00	210.00	203.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00
001-0000-4310-04 - Shleter Rental												
157.50	152.77	0.00	0.00	157.50	152.77	0.00	0.00	0.00	0.00	0.00	0.00	0.00
001-0000-4310-05 - Field Rentals/Tennis Courts												
5,517.00	5,367.08	0.00	520.00	4,997.00	4,847.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00
001-0000-4500-10 - Weight Fees												
10,551.00	10,303.92	2,713.00	39.00	8,236.00	7,988.92	0.00	0.00	0.00	0.00	0.00	-437.00	0.00
001-0000-4500-11 - Class/Programs												
3,349.75	3,241.91	467.00	0.00	3,594.50	3,486.66	0.00	0.00	0.00	3.00	0.00	-714.75	0.00
001-0000-4500-12 - League Fees												
2,190.00	2,119.65	0.00	0.00	2,345.00	2,274.65	0.00	0.00	0.00	0.00	0.00	-155.00	0.00
001-0000-4500-13 - Before/After School												
475.00	342.55	0.00	500.00	4,415.00	4,282.55	0.00	0.00	0.00	0.00	0.00	-4,440.00	0.00

Revenue By Period - GL Account Summary

Start Date: **6/1/2022 12:00 AM** End Date: **6/27/2022 11:59 PM**

Payment Methods: **CA, CK, CC, IC, EC, CR**

User(s)/Cashier(s): **- All -**

001-0000-4500-19 - Season Pool Pass												
21,224.00	20,637.14	794.00	296.00	19,562.00	18,975.14	0.00	0.00	0.00	634.00	0.00	-62.00	0.00
001-0000-4500-20 - Daily Pool Fees												
30,118.00	29,710.63	16,439.00	86.00	13,579.00	13,171.63	0.00	0.00	0.00	18.00	0.00	-4.00	0.00
001-0000-4500-21 - Swim Lessons												
4,080.00	3,920.09	465.00	0.00	5,330.00	5,170.09	0.00	0.00	0.00	30.00	0.00	-1,745.00	0.00
001-0000-4500-22 - Aquatic Program/Classes												
1,769.95	1,723.60	359.00	0.00	1,511.70	1,465.35	0.00	0.00	0.00	41.75	0.00	-142.50	0.00
001-0000-4760 - Pool Concessions												
17,122.50	17,001.76	13,135.00	0.00	3,987.50	3,866.76	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NONE - Unassigned												
-111.00	-111.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-111.00	0.00
Split - Membership - Black & Gold												
10,025.00	9,721.13	100.00	0.00	10,129.00	9,825.13	0.00	0.00	0.00	0.00	0.00	-204.00	0.00
111,530.45	109,036.97	34,482.00	1,519.00	83,044.20	80,550.72	0.00	0.00	\$0.00	741.75	791.50	-8,280.25	-767.75

** Difference between GROSS and NET calculation is that NET uses CC (Net) value instead of CC (Gross) value

Sales Tax

		DEBITS									CREDITS	
**Gross	**Net	Cash	Check	CC (Gross)	CC (Net)	ACH (Gross)	ACH (Net)	Internal CC	Acct Credit	Other	Refunds	Other
		0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	0.00		0.00

** Difference between GROSS and NET calculation is that NET uses CC (Net) value instead of CC (Gross) value

Dashboard Summary; June 2022:

Time Period: Last 30 Days

Top 5 Programs - Registrations

Program	Registrations
Swim with Island Princess a...	~140
Connections Lunch 2022 06/10 Pizz...	~110
Connections Lunch 2022 06/24 Yang...	~30
Connections Lunch 2022 06/10 Pizz...	~25
Connections Lunch 2022 06/24 Yang...	~20

Total Program Registrations

653

- Online: 445
- In-house (In Person): 208

Top 5 Programs - Revenue

Program	Revenue
Recsters Summer Camp WK 2	~\$1,100
Fall Outdoor Soccer	~\$850
3rd-4th Bo...	~\$750
Recsters Summer Camp WK 1	~\$600
Recsters Summer Camp WK 2	~\$450

Total Receipts

\$124,133.95

- RecDesk Credit Card: [\\$86,349.70](#)
- Cash: [\\$35,271.50](#)
- Check: [\\$1,771.00](#)
- Household Credit: [\\$741.75](#)

Refunds: [\\$9,550.00](#)

Invoices - Balance Due

- Open: [\\$47,528.86](#)
- Overdue: [\\$9,032.36](#)

Alerts & Notices

Membership Counts; June 2022:

Summary By Month

	Jun, 2022
New Primaries	514
All New	905
Primary Renewals	67
All Renewals	138
Active Primaries	2099
All Active	3148

Organization Activity; June 2022:

Time Period: Last 30 Days ▼

[Export to Excel](#)

Organization Activity

From 5/29/2022 to 6/28/2022

	Registrations	Reservations	Memberships	Check-Ins	Profiles Created	POS Transactions
All	653	47	1044	6841	643	10253
Resident	432	24	877	5243	374	
Non-Resident	221	23	167	1598	269	
No Residency Set	0	0	0	0	0	
Demographics						
< 18	446	0	481	2168	286	
18 - 65	77	46	514	3409	330	
65+	130	1	49	1264	25	
Male	255	20	579	4112	277	
Female	398	27	463	2722	366	
Other Genders	0	0	2	7	0	
Online vs In-House						
Online	445	0	38	N/A	396	
In-Person	208	47	1006	N/A	247	



Board Meeting Minutes – June 2, 2022

Attending: Gwen Johnson, Richard Grugin, Shannon Greene, Amy Chen, Kevin Stibal, Jeremy Parrish, Laura Olds

Absent: Shelly Simpson

Others Present: Brian Motley, Tim Hamer, Guy Goldsmith

1. Call to Order
 - a. Richard Grugin
2. Approval of Minutes
 - a. May 5, 2022
 - b. Motion: Laura Olds
 - c. Second: Shannon Greene
3. Reports
 - a. Parks with Guy Goldsmith
 - i. Ranshaw House
 - ii. Trash picked up
 - iii. Ball field and mowing maintenance
 - iv. Landscape maintenance
 - v. Fish kill at Fox Valley Pond
 - vi. Meetings
 1. May 12: City admin building plan review
 2. May 19: Penn Meadows parking lot
 3. May 25: Centennial Park design (maybe LED-lit splash pad!)
 4. Ranshaw Way: overall progress
 5. Dubuque Street progress
 6. Iowa Municipal Utilities (IMAU): Staff training
 - vii. Updates
 1. Ranshaw Way tunnel now has anti-graffiti training
 2. Centennial Park Loop Road nearly complete
 3. Penn Meadows Babe Ruth Park: North Liberty HS students built
 4. May 13: Heritage Christian School did a service day
 5. Liberty Centre water fountain now up and fixed
 6. Splash pad up at Memorial Day
 7. Power washed park monument signs
 8. May 14: Remarkable Rigs event well attended
 9. Park staff inspected equipment before Playground Crawl
 10. Preparing for July 9 Blues & BBQ celebration
 11. Seasonal employment search doing well
 12. Activating locks on dog park: register for code
 - b. Recreation/Pool with Brian Motley (substituting for Shelly Simpson)
 - i. Roofing project starting after July 1 (not including over library)
 - ii. Found leaks for outdoor pool
 - iii. Circulation part ordered for the indoor pool
 - iv. Blast Ball started (like T-ball)
 - v. Tennis lessons begin next week
 - vi. Gym floors to be re-sanded (late August-early September)
 - vii. General program updates

- viii. Tweaking outdoor pool heaters
- ix. General attendance up
- x. Seasonal employment search not doing as well
- xi. Ashley back after maternity leave
- xii. Shelly not present as she is at Fox Run city ambassador
- xiii. Free Fishing on Friday: need trout tag but no fishing license required
- c. Questions, Concerns, Updates
 - i. Blues & BBQ volunteering options on website
 - ii. Sign up for North Liberty email for events notes
 - iii. Dog park turf not good, leaving weeds for ground cover, soil samples taken
 - iv. Signage needed for north or south parking at Penn Meadows
 - v. Break-ins: 10 cars got broken into by a well-known group that has also hit Coralville and Iowa City
- 4. New Business
 - a. None
- 5. Old Business
 - a. None
- 6. Next Meeting
 - a. Thursday, July 7, 2022 at 7 PM
- 7. Adjourn
 - a. Motion: Laura Olds
 - b. Second: Jeremy Parrish

Planning Commission
July 5, 2022

Call to Order

Vice Chair Josey Bathke called the July 5, 2022 Planning Commission to order at 6:30 p.m. in the Council Chambers at 1 Quail Creek Circle. Commission members present: Barry A'Hearn, Josey Bathke, Sheila Geneser, Jason Heisler, Patrick Staber, Brian Vincent, Dave Willer; absent: none.

Others present: Ryan Rusnak, Ryan Heiar, Tracey Mulcahey, Grant Lientz, Kevin Trom, Jon Marner, Kevin Digmann, Mike Welch, Loren Hoffman, Brian Dennis, Tim Conklin, Jeff Quinlan, Brad Cummins, and other interested parties.

Approval of the Agenda

Heisler moved, Staber seconded to approve the agenda. The vote was all ayes. Agenda approved.

Election of Chairperson

A'Hearn moved, Heisler seconded to appoint Josey Bathke as Chair. The vote was all ayes. Motion carried.

Election of Vice-Chairperson

Staber moved, A'Hearn seconded to appoint Jason Heisler as Vice-Chair. The vote was all ayes. Motion carried.

The Preserve Part 3 Preliminary Subdivision Plat

Staff Presentation

Rusnak presented the request of Watts Development Group, Inc. to approve a Preliminary Subdivision Plat for a 39-lot subdivision on 9.79 acres, more or less, on property located on the south side of Denison Avenue approximately 450 feet east of Brook Ridge Avenue. Staff recommends that the Planning Commission accept the two findings:

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

and forward the request to approve a Preliminary Subdivision Plat for a 39-lot subdivision on 9.79 acres, more or less, on property located on the south side of Denison Avenue approximately 450 feet east of Brook Ridge Avenue.

Applicant Presentation

Jon Marner, MMS Consultants, was present on behalf of the applicant and offered additional information on the application.

Public Comments

No public comments were offered.

Questions and Comments

The Commission discussed the application including clarification on the zoning type.

Recommendation to the City Council

Heisler moved, Willer seconded that the Planning Commission accept the two listed findings and forward the preliminary plat to the City Council with a recommendation for approval. The vote was: ayes- Willer, Vincent, Bathke, Staber, Heisler, Geneser, A'Hearn; nays – none. Motion carried.

Public Hearing on Zoning Map Amendment

Staff Presentation

Rusnak presented the request of MLDC, Inc. for a zoning map amendment (rezoning) from RS-6 Single-Unit Residence District to RS-9 Single-Unit Residence District on approximately 2.29 acres and from RS-6 Single-Unit Residence District to RD-10 Two-Unit Residence District on 7.06 acres. The property is located at the north terminus of Morrison Street. Staff recommends that the Planning Commission accept the listed finding:

1. The rezoning request from RS-4 Single -Unit Residence District to RS-9 Single-Unit Residence District and RD-10 Two-Unit Residence District achieves consistency with the approval standards enumerated in Section 165.09 of the zoning Code; and

forward the request for zoning map amendment from RS-6 Single-Unit Dwelling District to RS-9 Single-Unit Dwelling District and RD-10 Two-Unit Residence District to the City Council with a recommendation for approval.

Applicant Presentation

Jon Marner, MMS Consultants, and Kevin Digmann were present on behalf of the applicant and offered additional information on the application.

Public Comments

No public comments were offered.

Questions and Comments

The Commission discussed the application including the layout of the density types, the availability of the varied zoning types in the nearby area, impact on adjacent property values, the variety of price points throughout the neighborhood and whether the neighborhood would have an association.

Recommendation to the City Council

A'Hearn moved, Willer seconded that the Planning Commission accept the listed finding and forward the zoning map amendment to the City Council with a recommendation for approval. The vote was: ayes – Geneser, Willer, A'Hearn, Bathke, Heisler, Vincent; nays – Staber. Motion carried.

Public Hearing on Zoning Map Amendment

Staff Presentation

Rusnak presented the request of CMW Properties, LLC. for a zoning map amendment (rezoning) from ID Interim Development District to C-3 Higher-Intensity Commercial District on approximately 6.76 acres. The properties are located at the southeast corner of South Dubuque Street and North Liberty Road. Staff recommends the Planning Commission accept the listed finding:

1. The rezoning request from ID Interim Development District to C-3 Higher Intensity Commercial District achieves consistency with the approval standards enumerated in Section 165.09 of the Zoning Code; and

forward the request for zoning map amendment from ID Interim Development District to C-3 Higher Intensity Commercial District on approximately 6.76 acres to the City Council with a recommendation for approval.

Applicant Presentation

Mike Welch, Welch Design and Development, was present on behalf of the applicant and offered additional information on the application.

Public Comments

No public comments were offered.

Questions and Comments

There was no discussion by the Commission on the application.

Recommendation to the City Council

Willer moved, Staber seconded that the Planning Commission accept the listed finding and forward the zoning map amendment to the City Council with a recommendation for approval. The vote was: ayes – Vincent, A’Hearn, Geneser, Staber, Heisler, Bathke, Willer; nays – none. Motion carried.

Public Hearing on Zoning Map Amendment

Staff Presentation

Rusnak presented the request of Scanlon Family, LLC. and The Trustees of Penn Township for a zoning map amendment (rezoning) from ID Interim Development District to R-4 Single-Unit Residence District on approximately 36.32 acres. The property is located at the southeast corner of North Liberty Road and Oak Lane NE. Staff recommends the Planning Commission accept the listed finding:

1. The rezoning request from ID Interim Development District to RS-4 Single Unit Residence District achieves consistency with the approval standards enumerated in Section 165.09 of the Zoning Code; and

forward the request for zoning map amendment from ID Interim Development District to RS-4 Single-Unit Residence District to the City Council with a recommendation for approval.

Applicant Presentation

Loren Hoffman, Hall and Hall Engineers, was present on behalf of the applicant and offered additional information on the application.

Public Comments

No public comments were offered.

Questions and Comments

The Commission discussed the application including the appropriateness of the development.

Recommendation to the City Council

Vincent moved, A'Hearn seconded that the Planning Commission accept the listed finding and forward the zoning map amendment to the City Council with a recommendation for approval. The vote was: ayes – A'Hearn, Bathke, Heisler, Willer, Vincent, Geneser, Staber; nays – none. Motion carried.

North Ridge Parts 2 & 3 Preliminary Subdivision Plat

Staff Presentation

Rusnak presented the request of Scanlon Family, LLC. And The Trustees of Penn Township to approve a Preliminary Subdivision Plat for a 37-lot subdivision on approximately 36.32 acres. The property is located at the southeast corner of North Liberty Road and Oak Lane NE. Staff recommends tabling this item to allow for further conversation between the applicant and the Fjords HOA.

Applicant Presentation

Loren Hoffman, Hall and Hall Engineers, was present on behalf of the applicant and offered additional information on the application.

Public Comments

Brian Dennis who owns property next to a private pond in the Fjords offered concerns that the development is not adequate to prevent silting and other issues with the pond. Tim Conklin, Board member on the Fjords HOA, realized development was going to happen, just didn't think it would be located where this is proposed. The road does not have enough space for vehicles. He is concerned about the installation of the sewer line with the width of the road. Jeff Quinlan, Cottonwood Court, spoke regarding Oak Lane. Scanlons own the land and the easement, but the neighborhood has always maintained it. He stated it is a private road because the subdivision has always maintained it.

Questions and Comments

The Commission did not discuss the application.

Recommendation to the City Council

Heisler moved, Staber seconded to table this item to the August Commission meeting. The vote was: ayes – Geneser, Staber, Bathke, Willer, Vincent, Heisler, A'Hearn; nays – none. Motion carried.

Liberty Villas Preliminary Subdivision Plat

Staff Presentation

Rusnak presented the request of Daniel & Rhonda Bernacki Revocable Trust to approve a Preliminary Subdivision Plat for a 68-lot subdivision on approximately 36.32 acres. The property is located on the east side of North Dubuque Street approximately 185' south of Scales Bend Road. Staff recommends that the Planning Commission accept the two listed findings:

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

forward the request to approve a Preliminary Subdivision Plat for 61 single-unit residence lots, 7 townhouse lots and related infrastructure on approximately 36.32 acres to the City Council with a recommendation for approval.

Applicant Presentation

Brad Cummins was present on behalf of the applicant and offered additional information on the application.

Public Comments

No public comments were offered.

Questions and Comments

The Commission discussed the application including trail width and maintenance.

Recommendation to the City Council

Heisler moved, Willer seconded that the Planning Commission accept the two listed findings and forward the Preliminary Subdivision Plat to the City Council with a recommendation for approval. The vote was: ayes – Heisler, Vincent, Bathke, Geneser, Willer, A'Hearn, Staber; nays – none. Motion carried.

Public Hearing on Ordinance

Staff Presentation

Rusnak presented the request of the City of North Liberty for an Ordinance amending Chapters 165, 168, 169 And 180 of the North Liberty Code of Ordinances Regarding the Construction Plan Approval Process and Standards, Surface and Subsurface Drainage Requirements, Restoring Building Trades and Services to Use Matrix and Adding and Relocating Certain Uses within the Use Matrix, Clarifying Landscaping Plan Requirements and Amending Dumpster Enclosure Requirements. Staff recommends that the Planning Commission accept the listed finding, the proposed ordinance would revise oversights and provide greater clarification to the recently adopted Zoning Ordinance amendment and forward the Ordinance amendment to the City Council with a recommendation for approval.

Public Comments

No public comments were offered.

Questions and Comments

The Commission discussed the amendments including berming in utility easements.

Recommendation to the City Council

A'Hearn moved, Heisler seconded that the Planning Commission accept the listed findings and forward the Ordinance amendment to the City Council with a recommendation for approval. The vote was: ayes – Heisler, Bathke, A'Hearn, Staber, Vincent, Willer, Geneser; nays – none. Motion carried.

Approval of Previous Minutes

A'Hearn moved, Willer seconded to approve the minutes of the May 3, 2022 meeting. The vote was all ayes. Minutes approved.

Old Business

No old business was presented.

New Business

No new business was presented.

Adjournment

At 7:22 p.m., A'Hearn moved, Staber seconded to adjourn. The vote was all ayes. Meeting adjourned.

Signed:

Tracey Mulcahey, City Clerk