



**North Liberty City Council  
Regular Session  
September 13, 2022**



# **City Administrator Memo**





To **Mayor and City Council**  
 From **Ryan Heiar, City Administrator**  
 Date **September 9, 2022**  
 Re **City Council Agenda September 13, 2022**

### Consent Agenda

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

- City Council Minutes (08/23/22)
- Claims
- Liquor License application, Keomanivong Wedding
- Ranshaw Way Phase 5, Pay App 21, \$159,968.14
- Jones Blvd, Change Order 2, \$12,514.93
- Jones Blvd, Pay App 4, \$478,214.06
- Community Center Roof Replacement, Pay App 1, \$324,187.50

### Meetings & Events

Tuesday, Sep 13 at 6:30p.m.  
City Council

Monday, Sep 19 at 7:00p.m.  
Library Board

Tuesday, Sep 27 at 6:30p.m.  
City Council

### City Hall Project

On Tuesday of last week, the City received six bids for the City Hall Project. McComas Lacina Construction submitted the low base bid; however, when both Alternates are factored in, City Construction's bid is lower. Included in the packet is a letter from Shive Hattery stating that both bids are responsive and that the contract should be awarded based on which alternates are selected. Also included is a memo from staff recommending the Council proceed with Alternates #1 and #2 and award a contract to City Construction.

| <b>North Liberty City Hall Bids</b> |                    |                            |                          |                            |                             |                             |
|-------------------------------------|--------------------|----------------------------|--------------------------|----------------------------|-----------------------------|-----------------------------|
| <b>August 30, 2022</b>              |                    |                            |                          |                            |                             |                             |
|                                     | <b>MLC</b>         | <b>Larson Construction</b> | <b>City Construction</b> | <b>Tricon Construction</b> | <b>Knutson Construction</b> | <b>Portzen Construction</b> |
| Base Bid                            | \$ 8,597,000       | \$8,860,000                | \$ 8,874,200             | \$9,083,000                | \$ 9,235,000                | \$ 9,499,000                |
| HVAC Controls                       | \$ 67,200          | \$ 68,000                  | \$ 70,109                | \$ 72,000                  | \$ 73,000                   | \$ 67,500                   |
| <b>Subtotal</b>                     | <b>\$8,664,200</b> | <b>\$8,928,000</b>         | <b>\$8,944,309</b>       | <b>\$ 9,155,000</b>        | <b>\$9,308,000</b>          | <b>\$ 9,566,500</b>         |
| Alternate #1                        | \$ 238,000         | \$ 240,000                 | \$ 206,400               | \$ 315,000                 | \$ 57,000                   | \$ 250,000                  |
| Alternate #2                        | \$ 535,000         | \$ 505,000                 | \$ 238,800               | \$ 385,000                 | \$ 213,000                  | \$ 716,000                  |
| <b>Subtotal</b>                     | <b>\$ 773,000</b>  | <b>\$ 745,000</b>          | <b>\$ 445,200</b>        | <b>\$ 700,000</b>          | <b>\$ 270,000</b>           | <b>\$ 966,000</b>           |
| <b>Total</b>                        | <b>\$9,437,200</b> | <b>\$9,673,000</b>         | <b>\$ 9,389,509</b>      | <b>\$9,855,000</b>         | <b>\$9,578,000</b>          | <b>\$10,532,500</b>         |

## Solomon's Landing Development Agreements

The agenda includes a developer's agreement and a storm water management agreement for the first part of Solomon's Landing development. Staff recommends approval of both agreements, which outline the responsibilities of the developer and City, identify the fees required to be paid by the developer, and establish the maintenance conditions of stormwater management practices in this phase.

## Low-income Household Water Assistance Program Agreement

This agreement with HACAP (Hawkeye Area Community Action Program) delineates the requirements on the City for participation in the Low-income Household Water Assistance Program. Over the last year, approximately 30 customers have participated in the program resulting in approximately \$15K in utility revenues. HACAP program administrators are great partners with City staff. This agreement spells out record keeping, eligibility and other required actions. Staff recommends approval of this agreement.

## Assessment Resolution

The assessment resolution includes four properties that failed to maintain their lawn. After serving notice and seeing no action taken by the owners, staff authorized a contractor to mow the lawns. Staff recommends approval of the resolution.

## Solomon's Landing Rezoning, Second Reading

Insight Construction is requesting a zoning map amendment from RM-21 Multi-Unit Residence District to RM-21 PAD Multi-Unit Residence District Planned Area Development on 5.93 acres – west side of future North Jones Boulevard and approximately .18 miles north of West Penn Street – to facilitate development of multiple single-unit dwelling on one lot. Initially, this property was planned to be included in the large multi-unit development in the Solomon's Landing Subdivision. However, the developer is requesting a zoning map amendment to allow a less dense development. The PAD is necessary to allow multiple single-unit dwelling on one lot and to reduce some setbacks. The 22' – 28' wide units would be accessed via internal private streets. If approved, this would allow for a better transition between the large multi-unit development and the future single-unit development to the north. A good neighbor meeting was held on July 19 and no one outside of City staff and applicant attended. The Planning Commission unanimously recommended approval at its August 2 meeting. Staff also recommends approval of the rezoning.



# **Agenda**



**City Council**

September 13, 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, Work & Regular Sessions, August 23, 2022
  - B. Claims
  - C. Liquor License Application, Wedding, September 16-20, 2022
  - D. Ranshaw Way Phase 5 Improvements Project, Pay Application Number 21, Peterson Contractors, Inc., \$159,968.14
  - E. Jones Boulevard Improvements Project, Change Order Number 2, Schrader Excavating and Grading, \$12,514.93
  - F. Jones Boulevard Improvements Project, Pay Application Number 4, Schrader Excavating and Grading, \$478,214.06
  - G. Community Center Roof Replacement Project, T & K Roofing Co., Pay Application Number 1, \$324,187.50
5. Public Comment
6. Engineer Report
7. City Administrator Report
8. Mayor Report
  - A. Proclamation of Welcoming Week
9. Council Reports
10. City Hall Project
  - A. Discussion regarding bids received
  - B. Resolution Number 2022-95, A Resolution accepting the bid and authorizing execution of the contract for the City Hall Project, North Liberty, Iowa

11. Solomon's Landing
  - A. Resolution Number 2022-96, A Resolution approving the Storm Water Management Facilities Maintenance Agreement and Easement between the City of North Liberty and Pratt Real Estate Management, Inc. that establishes the terms and conditions under which stormwater management facilities will be maintained for Solomon's Landing – Part One in the City of North Liberty, Iowa
  - B. Resolution Number 2022-97, A Resolution approving the Developer's Agreement for Solomon's Landing, Part One, North Liberty, Iowa
  
12. LIHWAP Agreement
  - A. Resolution Number 2022-98, A Resolution approving the Water Utility Vendor Agreement for the Low-income Household Water Assistance Program (LIHWAP) between HACAP (the local Community Action Agency) and the City of North Liberty
  
13. Assessments
  - A. Resolution Number 2022-99, A Resolution assessing delinquent amounts owed to the City of North Liberty, Iowa to individual property taxes
  
14. Emory Place Rezoning
  - A. Second consideration of Ordinance Number 2022-21, An Ordinance amending the Zoning Map District designation for certain property located in North Liberty, Iowa from RM-21 Multi-Unit Residence District to RM-21 Multi-Unit Residence District Planned Area Development
  
15. Old Business
  
16. New Business
  
17. Adjournment



# **Consent Agenda**



**City Council**  
August 23, 2022  
Work and Regular Sessions

**Call to order**

Mayor Chris Hoffman called the August 23, 2022, Work and Regular Sessions of the North Liberty City Council to order at 6:00 p.m. Councilors present: Ashley Bermel, RaQuishia Harrington, Ere Sittig, and Brian Wayson; absent: Brent Smith.

Others present: Ryan Heiar, Tracey Mulcahey, Grant Lientz, Ryan Rusnak, Kevin Trom, Nick Bergus, Jillian Miller, Shelly Simpson, Guy Goldsmith, Josh Schamberger, Natalie Oppedal, Emma Riordan, Nick Pfeiffer, Chief Diane Venenga, Micah Ariel James, Troy Culver, Kevin McCreedy, Rob Todd, Kyle Gage, Darla Sensor, Olivia Curtin and other interested parties.

**Approval of the Agenda**

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

**Work Session**

Heiar presented introductory information and history on the project. Kevin Trom, Natalie Oppedal and Emma Riordan, Shive-Hattery presented the Centennial Park Project plan. Staff and Council discussed the application with the consultant and Think Iowa City staff, Josh Schamberger and Nick Pfeiffer.

At 6:35 p.m., the Regular Session began.

**Consent Agenda**

Harrington moved, Sittig seconded to approve the Consent Agenda including the City Council Minutes from the Regular Session on August 9, 2022; the attached list of claims; Dubuque Street Phase 1 Project, Pay Application Number 5, All American Concrete, Inc., \$445,765.87; and Ranshaw Phase 5 Project, Pay Application Number 20, Peterson Contractors, Inc., \$98,736.36. The vote was all ayes. Consent Agenda approved.

**Public Comment**

Kevin McCreedy, 575 Prairie Street, presented concerns about the proposed new fire station location. Rob Todd, 825 Prairie Street, offered concerns about new fire station location. Kyle Gage, 555 Prairie Street, expressed concerns about the safety of children with the new location of a fire station being so close to the school. Darla Sensor offered concerns regarding location of new fire station and suggested that other locations would be better suited. Olivia Curtin, Harvest Estates, offered concerns regarding the location of the fire station.

### **City Engineer Report**

City Engineer Trom reported that Ranshaw Way Phase 5 Project wall lighting in the tunnel has been installed. The final landscaping, which includes 3,000 to 4,000 plants, is being installed. The lane closures will continue until watering and pavement markings are complete. The Dubuque Street Project portion of Dubuque Street that is currently closed is projected to reopen right around Labor Day with the next phase to close right after. The City Hall Project public hearing is tonight with the bid opening August 30. Council will consider bids at the September 13 Council meeting. The Community Center Roof Project materials have started to be delivered. The roof membrane is expected August 29 with a 1½ month construction period to follow. Council discussed the report with Trom.

### **City Administrator Report**

City Administrator Heiar reported on the Fire Station location discussion. A community meeting will be held to address concerns and answer questions on a date and time to be determined.

### **Mayor Report**

Mayor Hoffman offered kind words for continued improvement for AJ.

### **Council Reports**

Councilor Wayson reported on his presentation to Troop 270 about the job of elected officials. He complimented staff for the end of summer event and fireworks.

### **Destination Iowa Grant Application**

Bermel moved, Harrington seconded to approve Resolution Number 2022-89, A Resolution authorizing and directing the City Administrator to sign, execute and submit application and associated documents for the Destination Iowa Program. After discussion, the vote was: ayes – Bermel, Sittig, Wayson, Harrington; nays – none; absent – Smith. Motion carried.

### **Ranshaw House Furnishings**

Micah Ariel James and Nick Bergus presented the proposed furnishing project at the Ranshaw House. Council discussed the proposal for \$40,000 to furnish the building. Sittig moved, Wayson seconded to allocate up to \$40,000 of ARPA funds for furnishings. After discussion, the vote was all ayes. Motion carried.

### **Police Department Agreements**

Harrington moved, Bermel seconded to approve Resolution Number 2022-90, JFACT 28E, A Resolution approving the First Amendment to the 28E Agreement between Johnson County, the University of Iowa and the City of Iowa City adding the City of North Liberty and the City of Coralville to the 28E Agreement for the Creation and Operation of the Joint Forensic Analysis Cyber Team (“J-Fact”). After discussion, the vote was: ayes – Wayson, Bermel, Sittig, Harrington; nays – none; absent – Smith. Motion carried.



Harrington moved, Wayson seconded to approve Resolution Number 2022-91, A Resolution approving the Memorandum of Understanding between the Johnson County Sheriff's Office, North Liberty Police Department, Coralville Police Department and CommUnity Crisis Services for the Law Enforcement Liaison Partnership. After discussion, the vote was: ayes – Harrington, Bermel, Sittig, Wayson; nays – none; absent – Smith. Motion carried.

### **City Hall Project**

At 7:08 p.m., Mayor Hoffman opened the Public Hearing regarding proposed plans, specifications and estimate of cost. No oral or written comments were received. The public hearing was closed.

Bermel moved, Sittig seconded to approve Resolution Number 2022-92, A Resolution finally approving and confirming plans, specifications, and estimate of cost for the City Hall Project. After discussion, the vote was: ayes – Sittig, Harrington, Bermel, Wayson; nays – none; absent – Smith. Motion carried.

### **The Preserve**

Sittig moved, Harrington seconded to approve Resolution Number 2022-93, A Resolution approving the Developer's Agreement for The Preserve – Part Three A, North Liberty, Iowa. After discussion, the vote was: ayes – Bermel, Wayson, Harrington, Sittig; nays – none; absent – Smith. Motion carried.

Sittig moved, Harrington seconded to approve Resolution Number 2022-94, A Resolution approving the Developer's Agreement for The Preserve – Part Three B, North Liberty, Iowa. The vote was: ayes- Harrington, Wayson, Bermel, Sittig; nays -none; absent – Smith. Motion carried.

### **Emory Place Rezoning**

At 7:11 p.m., Mayor Hoffman opened the Public Hearing regarding proposed rezoning. No oral or written comments were received. The public hearing was closed.

Rusnak reported that staff and the Planning Commission recommend approval of the application.

Troy Culver, Snyder and Associates, was present on behalf of the applicant and offered additional information. Council discussed the application with Culver.

Wayson moved, Harrington seconded to approve the first consideration of Ordinance Number 2022-21, An Ordinance amending the Zoning Map District designation for certain property located in North Liberty, Iowa from RM-21 Multi-Unit Residence District to RM-21 Multi-Unit Residence District Planned Area Development. After discussion, the vote was: ayes – Bermel, Harrington, Sittig, Wayson; nays – none; absent – Smith. Motion carried.

### **Mickelson Rezoning**

Harrington moved, Sittig seconded to approve the third consideration and adoption of Ordinance Number 2022-16, An Ordinance amending the Zoning Map District Designation for property located in North Liberty, Iowa from the RS-6 Single-Unit Residence District to those set forth in

the Municipal Code for the RD-10 Two-Unit Residence District. After discussion, the vote was: ayes – Wayson, Harrington, Sittig; nays – Bermel; absent – Smith. Motion carried.

### **CMW Properties Rezoning**

Wayson moved, Bermel seconded to approve the third consideration and adoption of Ordinance Number 2022-17, An Ordinance amending the Zoning Map District Designation for certain property located in North Liberty, Iowa from the ID-Interim Development District to the C-3 Higher-Intensity Commercial District. The vote was: ayes – Sittig, Bermel, Harrington, Wayson; nays – none; absent – Smith. Motion carried.

### **Scanlon and Trustees of Penn Township Rezoning**

Harrington moved, Sittig seconded to approve the third consideration and adoption of Ordinance Number 2022-18, An Ordinance amending the Zoning Map District Designation for certain property located in North Liberty, Iowa from the ID-Interim Development District to the RS-4 Single-Unit Residence District. After discussion, the vote was: ayes – Sittig, Harrington, Wayson, Bermel; nays – none; absent – Smith. Motion carried.

### **ITC Midwest Franchise**

Harrington moved, Bermel seconded to approve the third consideration and adoption of Ordinance Number 2022-19, An Ordinance granting to ITC Midwest LLC, a wholly owned subsidiary of ITC Holdings Corp., its successors and assigns (The “Company”), the right and franchise to acquire, construct, reconstruct, erect, maintain, operate and remove in the City of North Liberty, Johnson County, Iowa, a transmission system for electric Power and Energy and the right to erect and maintain the necessary poles, lines, wires, conduits and other appliances, equipment and substations for the transmission of electric current and telecommunications along, under and upon the streets, avenues, alleys and public places in the City of North Liberty, Johnson County, Iowa, for the period of ten (10) years; and granting the right of eminent domain. The vote was: ayes – Sittig, Harrington, Bermel, Wayson; nays – none; absent – Smith. Motion carried.

### **Zoning Ordinance Amendment**

Wayson moved, Bermel seconded to approve the third consideration and adoption of Ordinance Number 2022-20, 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. The vote was: ayes – Bermel, Sittig, Wayson, Harrington; nays – none; absent – Smith. Motion carried.

### **Old Business**

Mayor Hoffman thanked staff for doing the Summer Send Off event.

### **New Business**

No new business was presented.

**Adjournment**

Harrington moved, Bermel seconded to adjourn at 7:30 p.m. The vote was all ayes. Meeting adjourned.

**CITY OF NORTH LIBERTY**

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

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



# State of Iowa

Alcoholic Beverages Division

## Applicant

|                           |                           |                |         |       |
|---------------------------|---------------------------|----------------|---------|-------|
| NAME OF LEGAL ENTITY      | NAME OF BUSINESS(DBA)     | BUSINESS       |         |       |
| Autumn Morfey             | Keomanivong Wedding       | (815) 297-4817 |         |       |
| ADDRESS OF PREMISES       | PREMISES SUITE/APT NUMBER | CITY           | COUNTY  | ZIP   |
| 197 N Park Ridge Rd       |                           | North Liberty  | Johnson | 52317 |
| MAILING ADDRESS           | CITY                      | STATE          | ZIP     |       |
| 197 North Park Ridge Road | North Liberty             | Iowa           | 52317   |       |

## Contact Person

|                      |                |                    |
|----------------------|----------------|--------------------|
| NAME                 | PHONE          | EMAIL              |
| Autumn Brooke Morfey | (815) 297-4817 | amorfey2@gmail.com |

## License Information

|                |                        |       |                               |
|----------------|------------------------|-------|-------------------------------|
| LICENSE NUMBER | LICENSE/PERMIT TYPE    | TERM  | STATUS                        |
|                | Class C Liquor License | 5 Day | Pending<br>Dramshop<br>Review |

|                          |                           |                      |
|--------------------------|---------------------------|----------------------|
| TENTATIVE EFFECTIVE DATE | TENTATIVE EXPIRATION DATE | LAST DAY OF BUSINESS |
| Sep 16, 2022             | Sep 20, 2022              |                      |

### SUB-PERMITS

Class C Liquor License

### PRIVILEGES



## Status of Business

BUSINESS TYPE

Sole Proprietor

## Ownership

### • Individual Owners

| NAME          | CITY          | STATE | ZIP   | POSITION | % OF OWNERSHIP | U.S. CITIZEN |
|---------------|---------------|-------|-------|----------|----------------|--------------|
| Autumn Morfey | North Liberty | Iowa  | 52317 | Owner    | 100.00         | Yes          |

## Insurance Company Information

INSURANCE COMPANY

Founders Insurance Company

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

**APPLICATION AND CERTIFICATE FOR PAYMENT**

|  |   |               |  |                 |                        |  |
|--|---|---------------|--|-----------------|------------------------|--|
| TO OWNER:                                      | City of North Liberty<br>3 Quail Creek Circle<br>P.O. Box 77<br>North Liberty, Iowa 52317 | PROJECT:      | Ranshaw Way Phase 5 Improvements<br>STP-U-5557(622)--70-52           | APPLICATION NO: | 21                     | Distribution to:<br><input type="checkbox"/> OWNER<br><input type="checkbox"/> ARCHITECT<br><input type="checkbox"/> CONTRACTOR<br><input type="checkbox"/> ENGINEER |
| FROM   |   |               |  | PERIOD TO:      | 9/3/22                 |  |
| CONTRACTOR:                                    | Peterson Contractors, Inc.<br>104 Blackhawk Street, P.O. Box A<br>Reinbeck, Iowa 50669    | VIA ENGINEER: | Shive-Hattery, Inc.<br>2839 Northgate Drive<br>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.

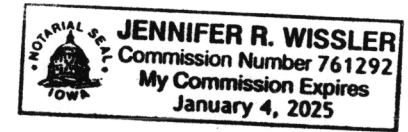
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates 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>193,770.63</u>        |
| 3. CONTRACT SUM TO DATE                              | \$ | <u>8,076,649.21</u>      |
| 4. TOTAL COMPLETED & STORED TO DATE                  | \$ | <u>7,880,257.23</u>      |
| 5. RETAINAGE 3 % of Completed Work & Stored Material | \$ | <u>30,000.00</u>         |
| 6. TOTAL EARNED LESS RETAINAGE                       | \$ | <u>7,850,257.23</u>      |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT            | \$ | <u>7,690,289.10</u>      |
| 8. CURRENT PAYMENT DUE                               | \$ | <b><u>159,968.14</u></b> |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE            | \$ | <u>226,391.98</u>        |

(This amount will decrease, as Change Orders do not yet reflect items deleted or decreased in quantity - see summary sheet for est. final totals)

CONTRACTOR: Peterson Contractors, Inc.  
By: *Scott Peterson* Date: 9/7/22

State of: \_\_\_\_\_  
County of: \_\_\_\_\_  
Subscribed and sworn to before  
me this 7<sup>th</sup> day of September 2022



Notary Public: *Jennifer R. Wissler*  
My Commission expires: 1/4/25

**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**

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

\$ **159,968.14**

**ENGINEER:**

By: *Josiah D. Bilstemper* Date: **09 / 07 / 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 | \$ 534,565.25        | \$ 340,794.62        |
| Total approved this Month                          | \$ -                 | \$ -                 |
| <b>TOTALS</b>                                      | <b>\$ 534,565.25</b> | <b>\$ 340,794.62</b> |
| NET CHANGES by Change Order                        | \$ 193,770.63        | \$ -                 |



To Owner: City of North Liberty  
3 Quail Creek Circle  
North Liberty, IA 52317

PROJECT: Jones Boulevard Improvements

APPLICATION NO: 4

DISTRIBUTION TO:

- OWNER
- ARCHITECT
- CONTRACTOR

APPLICATION DATE: 8/31/22

PERIOD TO: 8/31/22

FROM (CONTRACTOR):

Schrader Excavating & Grading  
300 Hwy 151 E  
Walford, IA 52351

ARCHITECT'S

PROJECT NO: 1219850

CONTRACT DATE: 5/3/22

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

|   |    |              |
|---|----|--------------|
| 1. ORIGINAL CONTRACT SUM  | \$ | 2,238,571.48 |
| 2. Net change by Change Orders  | \$ | 63,326.35    |
| 3. CONTRACT SUM TO DATE (Line 1 + 2)                                      | \$ | 2,301,897.83 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)                    | \$ | 1,093,422.41 |
| 5. RETAINAGE:   |    |              |
| a. 5% % of Completed Work (Column D + E on G703)                          | \$ | 54,671.12    |
| b. 5% % of Stored Material (Column F on G703)                             | \$ | 0.00         |
| Total Retainage (Lines 5a + 5b or   | \$ | 54,671.12    |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)                 | \$ | 1,038,751.29 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) |    | 560,537.23   |
| 8. CURRENT PAYMENT DUE  | \$ | 478,214.06   |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)            | \$ | 1,263,146.54 |

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 complete in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for Payment were issued and payments received from the owner, 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: Kyle Nordman Date: 9/7/2022  
Kyle Nordman /Project Manager

State of: IA  
County of: Linn

Subscribed and sworn to before me this 7<sup>th</sup> day of September 2022

Notary Public: [Signature]

My Commission expires: 3-23-24



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In Accordance with the Contract Documents, base 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 \$ 478,214.06

(Attached 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: 9/7/2022

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.

| CHANGE ORDER SUMMARY         | ADDITIONS   | DEDUCTIONS |
|------------------------------|-------------|------------|
| Current Month Change Orders  | \$12,514.93 | \$0.00     |
| Previous Month Change Orders | \$50,811.42 | \$0.00     |
| TOTALS                       | \$63,326.35 | \$0.00     |
| NET CHANGES by Change Order  | \$63,326.35 |            |



# APPLICATION AND CERTIFICATE FOR PAYMENT

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

PROJECT:  
North Liberty Community Center  
520 W Cherry St  
North Liberty, IA 52317  
VIA ARCHITECT:

APPLICATION #: 1  
PERIOD TO: 08/31/22  
PROJECT NOS: 2112201050  
CONTRACT DATE: 04/29/22

Distribution to:  
 Owner  
 Const. Mgr  
 Architect  
 Contractor

FROM CONTRACTOR:  
T&K Roofing Co.  
PO Box 279, Ely IA 52227

CONTRACT FOR:

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

|   |    |            |
|---|----|------------|
| 1. ORIGINAL CONTRACT SUM  | \$ | 538,600.00 |
| 2. Net change by Change Orders  | \$ |            |
| 3. CONTRACT SUM TO DATE (Line 1 +/- 2)  | \$ | 538,600.00 |
| 4. TOTAL COMPLETED & STORED TO DATE-\$<br>(Column G on Continuation Sheet)          |    | 341,250.00 |
| <b>5. RETAINAGE:</b>  |    |            |
| a. 5.0% of Completed Work<br>(Columns D+E on Continuation Sheet)                    | \$ | 17,062.50  |
| b. 5.0% of Stored Material<br>(Column F on Continuation Sheet)                      | \$ |            |
| Total Retainage (Line 5a + 5b or<br>Total in Column I of Continuation Sheet)        | \$ | 17,062.50  |
| 6. TOTAL EARNED LESS RETAINAGE<br>(Line 4 less Line 5 Total)                        | \$ | 324,187.50 |
| <b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b><br>(Line 6 from prior Certificate) |    |            |
|   | \$ |            |
| 8. CURRENT PAYMENT DUE  | \$ | 324,187.50 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE<br>(Line 3 less Line 6)                   | \$ | 214,412.50 |

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

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 therein is now due.

CONTRACTOR:

By: [Signature] Date: 8/30/22

State of: Iowa  
County of: Linn

Subscribed and sworn to before,  
me this 20<sup>th</sup> day of August 2022

Notary Public: [Signature]  
My Commission expires: 12/1/23



## CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 324,187.50  
(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 to the amount certified.)

ARCHITECT: [Signature] Date: 8/30/2022

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 of Contractor under this Contract.



# Mayor Report





# PROCLAMATION

## Welcoming Week

**WHEREAS**, new residents make up a vital part of our community and robust growth – bringing fresh perspectives and new ideas, starting businesses and contributing to the vibrant diversity that we all value; and

**WHEREAS**, North Liberty's success depends on making sure that all persons feel welcome here; and

**WHEREAS**, regardless of where we are born or what we look like, we are united in our efforts to build a stronger, more prosperous, more inclusive North Liberty community; and

**WHEREAS**, all new North Libertarians are worthy of a sense of belonging to our community; a feeling fostered by peers, neighbors and local governmental entities through positive interactions and equitable access; and

**WHEREAS**, the City of North Liberty maintains a network of Neighborhood Ambassadors – residents who promote an atmosphere of belonging, engage in equity work, understand the unique character of their area and serve as a conduit between residents and resources; and

**WHEREAS**, North Liberty residents and business owners, local elected officials and City employees continually and intentionally work to build a community where every resident has the opportunity to contribute their best; and

**WHEREAS**, the City of North Liberty aspires to be a bridge connecting the diverse immigrant community with existing residents so that common ground and shared leadership can be realized; and

**WHEREAS**, Welcoming Week is an annual campaign and celebration to showcase the movement of communities striving to be more welcoming places for all, including immigrants; and

**WHEREAS**, the City of North Liberty will celebrate Welcoming Week with a free concert and a taste around the world featuring local musicians with international roots and local vendors serving international cuisine on Sunday, September 18<sup>th</sup>; and

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

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

**NOW, THEREFORE, BE IT RESOLVED** that I, Chris Hoffman, Mayor of North Liberty, do hereby recognize September 9 - 18, 2022, as Welcoming Week in the City of North Liberty.

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**Mayor Chris Hoffman**

Signed in North Liberty, Iowa  
this 13th day of September, 2022



# City Hall Project



To **Mayor & City Council**  
 From **City Administrator Ryan Heiar**  
 Date **August 31, 2022**  
 Re **City Hall Project Bids**

The City received six bids, as summarized below, for the construction of a new City Hall.

| <b>North Liberty City Hall Bids</b> |                     |                            |                          |                            |                             |                             |
|-------------------------------------|---------------------|----------------------------|--------------------------|----------------------------|-----------------------------|-----------------------------|
| <b>August 30, 2022</b>              |                     |                            |                          |                            |                             |                             |
|                                     | <b>MLC</b>          | <b>Larson Construction</b> | <b>City Construction</b> | <b>Tricon Construction</b> | <b>Knutson Construction</b> | <b>Portzen Construction</b> |
| Base Bid                            | \$ 8,597,000        | \$ 8,860,000               | \$ 8,874,200             | \$ 9,083,000               | \$ 9,235,000                | \$ 9,499,000                |
| HVAC Controls                       | \$ 67,200           | \$ 68,000                  | \$ 70,109                | \$ 72,000                  | \$ 73,000                   | \$ 67,500                   |
| <b>Subtotal</b>                     | <b>\$8,664,200</b>  | <b>\$8,928,000</b>         | <b>\$ 8,944,309</b>      | <b>\$ 9,155,000</b>        | <b>\$9,308,000</b>          | <b>\$ 9,566,500</b>         |
| Alternate #1                        | \$ 238,000          | \$ 240,000                 | \$ 206,400               | \$ 315,000                 | \$ 57,000                   | \$ 250,000                  |
| Alternate #2                        | \$ 535,000          | \$ 505,000                 | \$ 238,800               | \$ 385,000                 | \$ 213,000                  | \$ 716,000                  |
| <b>Subtotal</b>                     | <b>\$ 773,000</b>   | <b>\$ 745,000</b>          | <b>\$ 445,200</b>        | <b>\$ 700,000</b>          | <b>\$ 270,000</b>           | <b>\$ 966,000</b>           |
| <b>Total</b>                        | <b>\$ 9,437,200</b> | <b>\$9,673,000</b>         | <b>\$ 9,389,509</b>      | <b>\$ 9,855,000</b>        | <b>\$ 9,578,000</b>         | <b>\$10,532,500</b>         |

The low bidder, when excluding Alternates #1 and #2, is McComas Lacina Construction in the amount of \$8,664,200. If Alternate #1 is accepted, MLC remains the low bidder; however, when Alternates #1 and #2 are both included, City Construction is the low bidder. Accompanying this memo are images of the site showing the difference among the base bid, Alternate #1 and Alternate #2.

In a memo to Council dated August 12 (attached), staff laid out a revised budget anticipating bids to come in higher than the most recent cost opinion. The revised budget is \$10.4 million and would fund the MLC bid with Alternate #1, plus a 2% contingency (shown as Scenario 2 below).

In 2020, the City completed the Community Branding and Visioning project that included community input through a survey and a town hall event called "Spark," which allowed residents to submit and share their big ideas for North Liberty. Most of the ideas centered around building more community gathering/engagement spaces. Below is an excerpt from page 2 of the final report. The Executive Summary is attached to this memo.

The one area that was identified as having the most potential for improvement is the desire for more opportunities and spaces for community engagement and gathering. Although residents reported feeling close to their community, they also reported the need for a town square, larger rec center or some sort of focal point that is uniquely North Liberty. There was also a focus on activities and environmentalism (ways to be active: biking, swimming, trails, sidewalks, natural play areas, etc.; recycling, reducing carbon footprint, etc.)

Shared outdoor spaces are the lifeblood of a city, performing an essential role in shaping urban daily life as well as providing the stage for social interaction and other activities, including culture, entertainment, dining, relaxation and community activities. A vibrant city will accommodate diverse activities for its people by offering desirable and attractive public spaces.

Placemaking is about more than just one particular space, it's about the entire network of spaces and about sequences, connectivity, variety and discovery. With the most recent phase of Ranshaw Way nearing completion and the refinement of the Centennial Park master plan, it is apparent how emphasis on the design of public spaces will contribute to North Liberty's sense of place. The City Hall pedestrian plaza, in concert with the soon-to-be-completed Dubuque Street improvements, will establish an endcap to the reimagination of the Cherry Street corridor, which would help connect other public and private spaces.

The further concern with delaying the build out of the civic campus, represented by the construction of Alternate #2, is that it will cost more in the future and, as time elapses, the likelihood of completion dwindles. Given the results and community feedback from the 2020 report, staff recommends that the City Council consider Scenario 3, as described below, where the City borrows and additional \$500K to fund both Alternates.

If the Council is amenable to awarding both Alternates and borrowing additional funds, subsequent legal proceedings would be required and could commence as early as the September 27 Council meeting. In the meantime, the contract can be awarded at the September 13 meeting.

If you have any questions or would like additional information, please do not hesitate to contact me.

**Project Acceptance & Funding Scenarios**

|   | <i>Scenario 1</i>  | <i>Scenario 2</i>   | <i>Scenario 3</i>  |
|---|--|---|--|
|   | <b>MLC Bid no<br/>Alternates w/ 2%<br/>Contingency<br/>August 2022</b> | <b>MLC Bid + Alt #1<br/>w/ 2%<br/>Contingency<br/>August 2022</b> | <b>City Construction<br/>Bid + Alt #1 &amp; #2 w/<br/>2% Contingency<br/>August 2022</b> |
| <b>Expenses</b>                           |  |   |  |
| Building & Site Costs                     | \$ 8,664,200   | \$ 8,664,200  | \$ 8,944,309   |
| Contingency                               | \$ 173,284   | \$ 173,284  | \$ 178,886   |
| Escalation to Bid Day <sup>4</sup>        | \$ -   | \$ -  | \$ -   |
|   | \$ 8,837,484   | \$ 8,837,484  | \$ 9,123,195   |
| AE Fees                                   | \$ 826,000   | \$ 826,000  | \$ 826,000   |
| Furnishings/Equip/Appliances <sup>5</sup> | \$ 400,000   | \$ 400,000  | \$ 400,000   |
| IT Hub                                    | \$ 125,000   | \$ 125,000  | \$ 125,000   |
| Public Event Plaza <sup>6</sup>           |  |   |  |
| Alt #1                                    | \$ 238,000   | \$ 238,000  | \$ 206,400   |
| Alt #2                                    | \$ 535,000   | \$ 535,000  | \$ 238,800   |
|   | <b>\$ 10,188,484</b>   | <b>\$ 10,426,484</b>  | <b>\$ 10,919,395</b>   |
| <b>Funding Sources</b>                    |  |   |  |
| GO Bond                                   | \$ 9,000,000   | \$ 9,000,000  | \$ 9,500,000   |
| FY20 Surplus                              | \$ 300,000   | \$ 300,000  | \$ 300,000   |
| FY21 Surplus <sup>7</sup>                 | \$ 600,000   | \$ 600,000  | \$ 600,000   |
| FY22 Surplus <sup>8</sup>                 | \$ 300,000   | \$ 300,000  | \$ 300,000   |
| Water Capital <sup>9</sup>                | \$ -   | \$ 100,000  | \$ 100,000   |
| Wastewater Capital <sup>10</sup>          | \$ -   | \$ 100,000  | \$ 100,000   |
| Other                                     | \$ -   | \$ -  | \$ -   |
| Stormwater Grant <sup>11</sup>            | \$ -   | \$ -  | \$ -   |
|   | <b>\$ 10,200,000</b>   | <b>\$ 10,400,000</b>  | <b>\$ 10,900,000</b>   |
| <br>Project Surplus/(Deficit)             | <br><b>\$ 11,516</b>   | <br><b>\$ (26,484)</b>  | <br><b>\$ (19,395)</b>   |







# City Hall Pedestrian Plaza Alternates

## Alternate #1



## Alternate #1 + Alternate #2





To **Mayor & City Council**  
 From **City Administrator Ryan Heiar**  
 Date **August 12, 2022**  
 Re **City Hall Project Cost**

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The plans and specifications for the City Hall Project were sent out on August 2. Bids are due on August 30, and staff anticipates recommending a contract award at the September 13 Council meeting.

The bidding climate continues to be unpredictable as inflation, fuel prices, the supply chain and labor markets remain volatile. The City Hall project is not insulated from these issues. Shive Hattery and staff are concerned about what the numbers will look like on bid day. In a recent meeting with Stecker-Harmsen, a third-party construction cost estimator, they recommended increasing the previously established construction inflation factor from 7% to 15%. The chart below illustrates the upward shift in estimated project costs since June of 2021 and includes the most recent cost opinion (July 2022).

### **Anticipated City Hall Construction Costs**

|   | <b>Original Concept<br/>Phase Project<br/>Cost</b><br>June 2021 | <b>Updated Project<br/>Cost<sub>1</sub></b><br>January 2022 | <b>Value Engineered<br/>Project<br/>Cost/Budget<sub>2</sub></b><br>February 2022 | <b>Final Cost<br/>Opinion/Budget<sub>3</sub></b><br>July 2022 |
|---|---|---|--|---|
| <b>Expenses</b>                           |   |   |  |   |
| Building & Site Costs                     | \$ 5,940,000  | \$ 7,670,000  | \$ 7,460,000   | \$ 7,460,000  |
| Contingency (5%)                          | \$ 900,000  | \$ 420,000  | \$ 400,000   | \$ 430,000  |
| Escalation to Bid Day <sub>4</sub>        | \$ -  | \$ 590,000  | \$ 520,000   | \$ 1,120,000  |
|   | <b>\$ 6,840,000</b>   | <b>\$ 8,680,000</b>   | <b>\$ 8,380,000</b>  | <b>\$ 9,010,000</b>   |
| AE Fees                                   | \$ 700,000  | \$ 826,000  | \$ 826,000   | \$ 826,000  |
| Furnishings/Equip/Appliances <sub>5</sub> | \$ 300,000  | \$ 321,000  | \$ 321,000   | \$ 400,000  |
| IT Hub                                    | \$ 100,000  | \$ 107,000  | \$ 107,000   | \$ 125,000  |
| Public Event Plaza <sub>6</sub>           | \$ 1,060,000  | \$ 1,060,000  |  |   |
| Alt #1                                    |   |   | \$ 300,000   | \$ 322,000  |
| Alt #2                                    |   |   | \$ 450,000   | \$ 483,000  |
|   | <b>\$ 9,000,000</b>   | <b>\$ 10,994,000</b>  | <b>\$ 9,934,000</b>  | <b>\$ 10,361,000</b>  |

In exploring potential revenue sources to cover the anticipated higher costs of the project, staff will be recommending, depending on the final numbers, using general fund surplus from FY21 and FY22 and enterprise capital reserve funds. Moreover, the City Council does have the ability to borrow supplemental funds if necessary; however, additional legal proceedings would be required.

## Planned & Potential Funding Sources

### Funding Sources

|   |                     |                      |
|---|---------------------|----------------------|
| GO Bond   | \$ 9,000,000        | \$ 9,000,000         |
| FY20 Surplus  | \$ 300,000          | \$ 300,000           |
| FY21 Surplus <sup>7</sup>                           | \$ 300,000          | \$ 600,000           |
| FY22 Surplus <sup>8</sup>                           | \$ -                | \$ 300,000           |
| Water Capital <sup>9</sup>                          | \$ -                | \$ 100,000           |
| Wastewater Capital <sup>10</sup>                    | \$ -                | \$ 100,000           |
| Other   | \$ -                | \$ -                 |
| Stormwater Grant <sup>11</sup>                      | \$ 300,000          | \$ -                 |
|   | <b>\$ 9,900,000</b> | <b>\$ 10,400,000</b> |
| Project Surplus/(Deficit)                           | <b>\$ (34,000)</b>  | <b>\$ 39,000</b>     |
| Project Surplus/(Deficit) when including Alternates | <b>\$ (484,000)</b> | <b>\$ (766,000)</b>  |

### Notes

<sup>1</sup>Project costs updated after review of plans and specifications by third party estimator, Stecker-Harmsen.

<sup>2</sup>Shive Hattery & staff value engineered plans and specifications to reduce project costs.

<sup>3</sup>Shive Hattery's final cost opinion after a subsequent discussion with Stecker-Harmsen & reviewing recently bid local projects.

<sup>4</sup>Inflation factor was 7% in February and is recommended 15% in July.

<sup>5</sup>Furnishing vendor has indicated that costs will increase prior to ordering.

<sup>6</sup>The public event plaza was divided into 2 alternate bid options as a result of value engineering. Alt #1 was included in the February cost opinion/budget but Alt #2 was not. Both Alt #1 & #2 are excluded from the July cost opinion/budget; however, both remain in the plans.

<sup>7</sup>Staff is proposing to use additional FY21 surplus funds to cover a portion of the expected project deficit.

<sup>8</sup>Staff is proposing to use anticipated FY22 surplus funds to cover a portion of the expected project deficit.

<sup>9</sup>Staff is proposing to use Water Capital funds to cover a portion of the expected project deficit.

<sup>10</sup>Staff is proposing to use Wastewater Capital funds to cover a portion of the expected project deficit.

<sup>11</sup>The stormwater grant for underground detention was unsuccessful.

At this point, no action is needed or being requested from the City Council. The intent of this memo is to highlight the potential issues, evaluate options in the event bids come in high and prepare to proceed in September. Further delaying or shelving this project is not a reasonable option. The City's lease expires in its current City Hall location in June of 2024. Further, more than likely, costs will not retract in the near future. At best, perhaps the bidding conditions will stabilize, but to delay the project in hopes that costs will decrease is unrealistic.

The design team is confident that the proactive work of value engineering and continued conversations and updates from construction and supply chain professionals has prepared the City as best as possible. On August 30, the team will know for certain the project cost, at which point, will offer a recommendation to the City Council at its September 13 meeting.







City of North Liberty  
Collaborative Branding and Visioning  
Final Report

The City of North Liberty engaged de Novo Marketing and Shive-Hattery to develop a collaborative branding and visioning plan for North Liberty. After years of substantial growth city leadership wanted to pause, reflect on the current status of the city, and develop a brand and vision for the city based on the needs and wants of its residents. In order to assess these needs and wants it was imperative that we engage as many residents and city stakeholders as possible in this process to ensure voices were heard and goals were met.

de Novo led a community discovery process that included a session with city staff and other key community stakeholders, an online survey targeted to residents and a Spark event which allowed residents to submit and share their big ideas for North Liberty.

The discovery findings reinforced that North Liberty is well liked by its residents and generally has a positive reputation. Residents like where they live and are proud to be there. They perceive the community as centrally located and convenient to everything they need such as jobs, family and entertainment. They also feel a sense of community and safety within their neighborhoods.

The one area that was identified as having the most potential for improvement is the desire for more opportunities and spaces for community engagement and gathering. Although residents reported feeling close to their community, they also reported the need for a town square, larger rec center or some sort of focal point that is uniquely North Liberty. There was also a focus on activities and environmentalism (ways to be active: biking, swimming, trails, sidewalks, natural play areas, etc.; recycling, reducing carbon footprint, etc.)

Based on this information, de Novo developed a new brand identity that better reflects who North Liberty is today and who the community aspires to be in the future. A full brand identity package was provided that included logos, positioning line and brand standards.

While de Novo was developing the brand identity, Shive-Hattery was working on the physical design of the community, developing strategies that help form a sense of place and identifiable community identity. Shive-Hattery provided recommendations on areas of focus including Community Design, Trails & Greenways, Streetscapes, Community Identity Monuments, and Creating the “There” – the space that is unique and identifiable as North Liberty.

#### **Recommendations and Next Steps:**

**Brand Identity:** the new logo and positioning line have been rolled out to the community. Continue to replace the former branding with the new on signage, vehicles, etc. as budget and capital replacement



**thinkdenovo.com**

329 10th Ave SE, Suite 206  
Cedar Rapids, IA 52401  
319-265-6686

schedules allow. Look for ways to incorporate the “Connected to What Matters” idea into communications.



**Community Identity in the Physical Space:**

We recommend that city staff and city council review the comprehensive plan to see if changes are needed to support the recommendations set forth, specifically as it relates to the Trails and Greenways plans.

Once the comprehensive plan is reviewed, we recommend setting a plan and priorities for the proposed elements below. The plans should include accounting for both capital costs and ongoing operations/staffing costs.

1. Reinvestment study for cherry street district as an opportunity to create the “There”.
2. Review and update Centennial Park master plan to ensure original plans meet future needs.
3. Undertake detailed streetscape design studies and costs to complete the elements.
4. Study and prepare a community signage and wayfinding plan.
5. Identify targeted land acquisitions for signage, parklets, greenways and trails and determine priorities and a schedule for securing these parcels.



August 31, 2022

City of North Liberty  
ATTN: Mr. Ryan Heiar, City Administrator  
3 Quail Creek Circle  
North Liberty, Iowa 52317

RE: North Liberty City Hall

Dear Mr. Heiar:

On August 30, 2022, at 10:00 am in the North Liberty City Administration building six bids were received and opened for the above-referenced project. The design professional's estimate was \$8,600,000 for base bid.

The apparent low base bid was received from McComas-Lacina Construction in the amount of \$8,597,000. A mandatory Alternate Bid #3 was included for the HVAC controls. We recommend acceptance of Alternate Bid #3B – Johnson Controls. Awarding the mandatory Alternate Bid No. 3B, McComas-Lacina Construction remains the apparent low bidder with the amount of \$8,664,200.

After consideration of the bid alternates, should the Council award Alternate Bid No.1, McComas-Lacina Construction is the apparent low at \$8,902,200.

Should the Council decide to award both Alternate Bid No. 1 and Alternate Bid No. 2, the apparent low is City Construction with the amount of \$9,389,509.

Subject to submitting acceptable bonds, insurance, and the Agreement, we recommend award of contract to McComas-Lacina Construction or City Construction based upon their lowest responsible, responsive bid for the project including the alternates the City of North Liberty would like to award. Upon City Council approval of this award, we will proceed with issuing the Notice of Award and begin administration of the construction contract.

Please contact our office if you have questions.

Sincerely,

SHIVE-HATTERY, INC.



Natalie A. Oppedal, AIA, NCARB

NAO/bad

Enc. Bid Tabulation

Copy: Tracey Mulcahey, Assistant City Administrator  
Grant Lientz, City Attorney  
Kevin Trom, S-H







**Resolution No. 2022-95**

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

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

**WHEREAS**, the City Council sought bids for the City Hall Project which contemplated several alternative scenarios;

**WHEREAS**, six contractors submitted bids for the project; and

**WHEREAS**, the lowest responsive, responsible bid which included the Base Bid, Alternate Bid No. 1, Alternate Bid No. 2 and Alternate Bid No. 3B (together, "Scenario 3") was from City Construction, in the amount of \$9,389,509.00; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Hall Project, including each of the alternatives described as Scenario 3 above, is authorized, and the bid from City Construction for same is hereby accepted and approved for the project at an amount of \$9,389,509.00 as set forth therein.

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

**APPROVED AND ADOPTED** this 13th day of September, 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



# **Solomon's Landing**

**STORM WATER MANAGEMENT FACILITY  
MAINTENANCE AGREEMENT AND EASEMENT**

**SOLOMON'S LANDING – PART ONE  
NORTH LIBERTY, IOWA**

THIS AGREEMENT, made by and between the City of North Liberty, Iowa, a municipal corporation, hereinafter referred to as "City," and Pratt Real Estate Management, Inc. 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 Solomon's Landing – Part One will be constructed, said real estate designated as "Storm Water Management and Basin Access Easement" as shown on the Final Plat of Solomon's Landing – Part One (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:

**Maintenance & Repair Plan for Wet Detention Basins**

| <b>ACTIVITY</b>  | <b>SCHEDULE</b> | <b>RESPONSIBLE PARTY</b> |
|--|-----------------|--------------------------|
| -Clean and remove debris from the inlet and outlet structures.   | Monthly         | Developer or HOA         |
| -Mow side slopes of the pond.  | As needed       | Developer or HOA         |
| Inspect for unwanted animals such as muskrats, beaver, woodchucks, skunks or other burrowing type animals. Remove pests by a licensed and insured professional.  | Annually        | Developer or HOA         |
| Inspect for and eradicate woody vegetation around the dam  | Annually        | Developer or HOA         |
| -Inspect for damage, paying particular attention to the outlet.<br>-Check for signs of eutrophic conditions.<br>-Note signs of hydrocarbon build-up and remove appropriately.<br>-Monitor for sediment accumulation in the Facilities. The depth at the deepest part of the pond shall be measured. When the deepest depth of the pond is less than 10 feet, the pond shall be dredged to the design depth. Depth determination shall be made by a qualified individual acceptable to the City.<br>-Examine to ensure that inlet and outlet devices are free of debris and operational.<br>-Repair undercut or eroded areas.<br>-Storm Sewers; inspect for clogging or collapsed pipe. Clean and repair as needed. | Annually        | Developer or HOA         |

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:

1. 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.
2. 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, as provided herein:

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 owners 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:

Pratt Real Estate Management, Inc.  
c/o Brandon Pratt  
75 Commercial Drive Unit 916  
North Liberty, IA 52317

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.

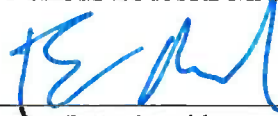
**SECTION 12. SUCCESSORS AND ASSIGNS.**

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.

*[Signature page to follow]*

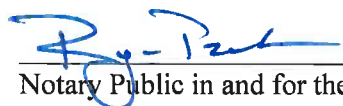
DATED this 4<sup>th</sup> day of August 2022.

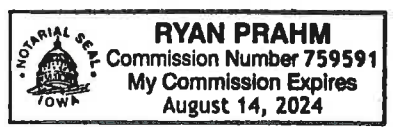
PRATT REAL ESTATE MANAGEMENT, INC.

By:   
Brandon Pratt, President and Secretary

STATE OF IOWA, JOHNSON COUNTY, ss:

This instrument was acknowledged before me on the 4<sup>th</sup> day of August, 2022, by Brandon Pratt as President and Secretary of Pratt Real Estate Management, Inc.

  
Notary Public in and for the State of Iowa





CITY OF NORTH LIBERTY, IOWA

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

**Resolution No. 2022-96**

**RESOLUTION APPROVING THE STORM WATER  
MANAGEMENT FACILITIES MAINTENANCE  
AGREEMENT AND EASEMENT BETWEEN THE CITY OF  
NORTH LIBERTY AND PRATT REAL ESTATE  
MANAGEMENT, INC. THAT ESTABLISHES THE TERMS  
AND CONDITIONS UNDER WHICH STORMWATER  
MANAGEMENT FACILITIES WILL BE MAINTAINED FOR  
SOLOMON'S LANDING – PART ONE 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 Solomon's Landing – Part One have been set forth in an Agreement between the City of North Liberty ("City") and Pratt Real Estate Management, Inc. ("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 Solomon's Landing – Part One, North Liberty, Iowa.

**APPROVED AND ADOPTED** this 13th day of September, 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**

**DEVELOPER'S AGREEMENT  
SOLOMON'S LANDING, PART ONE**

THIS AGREEMENT, made by and between the City of North Liberty, Iowa, a municipal corporation, hereinafter referred to as "City," and Pratt Real Estate Management, Inc., hereinafter referred to as "Developer."

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

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

Auditor's Parcel 2021009, according to the Plat of Survey recorded in Book 64, Page 285 in the Johnson County Recorder's Office, Johnson County, Iowa, excepting therefrom property conveyed to the City of North Liberty, Iowa, by Warranty Deed recorded in Book 6357, Page 142.

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

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

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

1. The final plat conforms to the preliminary plat;
2. The construction plans have been submitted and approved;

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

4. The Developer enters into and abides by this Agreement.

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

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

1. This Agreement has been fully executed by the Developer, filed with the City Clerk, and approved by the City Council;

2. All permits required by local, state, and federal law have been applied for and issued by the appropriate authority; and

3. Contingent upon the permitting requirements set forth in Paragraph 3 of this section being met, all necessary construction permits have been applied for and issued by the City.

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

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

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

B. Public Improvement Standards.

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

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

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

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

2. The Developer shall provide for the installation of all electric lines, street lights, gas mains, telephone lines and other utility facilities that are necessary at the Developer's sole cost. Developer further agrees that all utilities shall be installed underground.

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

4. At such time as building construction occurs on a lot, but in no event later than five (5) years from the date the subdivision plat is recorded, the Developer shall install sidewalks in said subdivision abutting said lots per the widths approved

on the preliminary plat, in accordance with the plans and specifications of the City, and subject to inspections by the City Engineer or designate, unless otherwise shown on the plat or otherwise specified in this agreement. Notwithstanding this provision, any ADA-required ramps shall to be installed at the time other public improvements are installed.

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

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

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

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

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

1. Phasing. This Subdivision is a part of a multi-phased project, and shall be sequenced for the logical vehicular and pedestrian access to and within the subdivision and approved by the City prior to the initial set of construction plans being reviewed by the City Administrator.

2. Apportionment of Costs. The development fees and costs set out in subparagraph 3 below represent the proportionate costs based on the acreage of this phase relative to the total acreage of all phases of Solomon Landing (XX acres out of a total YY acres, or ZZ% of the final costs).

3. The developer shall pay the following costs:

a) 240<sup>th</sup> Street Fees. A 240<sup>th</sup> Street road construction fee of \$93,696.00 shall be paid prior to final plat approval.

b) Jones Boulevard Fees. A Jones Boulevard road construction fee of \$766,920.00 shall be paid prior to final plat approval.

c) Developer-requested Improvement Fees. A fee to cover additional work requested by the Developer in the amount of \$99,315.00 shall be paid prior to final plat approval.

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

4. Off-site easements will need to be provided prior to construction plan approval.

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

6. No construction site plan shall be approved for any lot, parcel or tract within the subdivision until a final plat is approved and recorded.

7. Development within the subdivision is limited to the numbered lots depicted on the attached proposed final plat, and subject to the conditions described in Paragraphs 1-3 of North Liberty Resolution No. 2022-66, as enacted by the North Liberty City Council on July 26, 2022.

8. Temporary turnarounds. Developer agrees to construct a temporary emergency vehicle turnaround on the southern border of Outlot D, opposite Lot 19, and a cul-de-sac on Outlot A at the terminus of Priscilla Court. The cul-de-sac may be gravel, but must be designed to support a fire apparatus weight of at least 75,000

pounds. After additional means for ingress and egress for fire apparatus vehicles as contemplated by Section D107.1 of the International Fire Code shall have been constructed and accepted by the City, the temporary emergency vehicle turnaround may be removed. The cul-de-sac may be maintained as gravel until November 1, 2025, or until such time as Outlot A is developed, whichever is earlier. If no development of Outlot A has taken place prior to November 1, 2025, the Developer shall cause the cul-de-sac to be converted to pavement. Such modification shall be made at the Developer's sole expense. Developer agrees that the obligations arising from this Section 3(D)(6) are not assignable to a homeowners association.

E. **Owner's Association.** The Developer agrees that, prior to issuance of certificates of occupancy, an owner's association shall be formed for the purpose of maintaining, controlling, and managing the common areas and storm water management facilities serving Solomon's Landing Subdivision and future phases of Solomon's Landing, including but not limited to Outlots A – E, inclusive, and lots 19-23, and any other common area serving Solomon's Landing, Part One, and future phases of Solomon's Landing. The City shall have the opportunity to review and approve all documentation related to the initial formation and organization of the association, which shall then be recorded at the Developer's expense.

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

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

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



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

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

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

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

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

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

A. Provision for Public Improvements. If all the public improvements and facilities as provided in this agreement are not installed and accepted by the City prior to approval of the final plat, the Developer is required to either deposit in escrow or file a performance bond or irrevocable letter of credit with the City in the amount equal to the estimated costs of the public improvements and facilities plus ten percent prior to the approval of the final plat, as set forth in Section 180.11(8)(A)(2) of the Code of Ordinances. In any event, no certificates of occupancy will be issued until all the public improvements and facilities are constructed and accepted by the City. Acceptance of public improvements and facilities shall not be given without prior written certification by the City Engineer that all necessary steps for completion have been satisfied, which include, but are not limited to:

1. Testing, cleaning, and video inspection of utilities, where applicable
2. Staking of all lots, rights-of-way, and easements
3. Final walk-through inspection by the City
4. Preparation of punch list of incomplete construction items
5. Completion of items on punch list
6. Storm water detention facilities / BMP certification
7. Issuance of maintenance bonds
8. Submission of as-built drawings and recordation of minimum low opening tables

B. Three-Party Agreement. If Developer elects to proceed with a performance bond under Paragraph 7.A above, Developer shall provide City with an executed private construction contract in the same form as attached Exhibit B prior to final plat approval. Performance and payment bonds shall name the City of North Liberty as an Obligee, shall note on the first page of the instrument to indicate that there are modifications to the bond, and include the following language:

Surety acknowledges the Three-Party Contract entered into between the Contractor, Owner and City of North Liberty (“Obligee”). Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Obligee. Failure to specify or particularize between the Owner or Obligee shall not limit the liability of the Contractor and Surety hereunder.

C. Right to Install Improvements; Use Construction Plans. In the event the Developer, its assigns or successors in interest, should sell or convey lots in said subdivision without having constructed the public improvements and facilities as provided in this Agreement or without the City having accepted all public improvements and facilities; or the Developer, its assigns or successors in interest in said subdivision, shall fail to construct sidewalks as set forth in Section 3(C)(4), the City shall have the right to install and construct said improvements, facilities and sidewalks, including the right to use all construction plans for said improvements, facilities and sidewalks. Developer avers and agrees that Developer has the legal authority and obligation to assign the right to use said construction plans to the City under the above-described conditions, and further agrees to indemnify, defend, and hold the City harmless for the City’s use of said construction plans in accordance with this paragraph. Unless City is fully reimbursed for these costs from the escrowed money, performance bond, or irrevocable line of credit held by the City, the costs of said public improvements, facilities and sidewalks shall be a lien and charge against all of the lots adjacent to or in front of the improvements, facilities and sidewalks that are constructed and any lots which may be

assessed for public improvements, facilities and sidewalks under the provisions of Chapters 364 and 384 of the Iowa Code. It is further provided that this requirement to construct said public improvements, facilities and sidewalks is and shall remain a lien from the date of execution until properly released as hereinafter provided.

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

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

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

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

### **SECTION 9. RELEASE.**

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

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

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

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

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

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

**SECTION 12. FEES.**

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

**SECTION 13. TIME OF PERFORMANCE.**

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

Developer or requiring the Developer to provide security to reflect cost increases and extended completion date.

**SECTION 14. MISCELLANEOUS.**

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

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

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

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

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

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

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

H. No occupancy permits will be issued until all public improvements have been constructed in accordance with applicable standards and formally accepted by the City. Notwithstanding the foregoing, the Developer may transfer the ownership or responsibility for maintenance of the stormwater management basin within the subdivision to a homeowners association, which shall assume the obligation to maintain and repair the stormwater detention

facility and other infrastructure located thereon, and Developer shall be released from any further liability or responsibility to repair or maintain the infrastructure on the property identified as the stormwater management basin.

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

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

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

#### **SECTION 15. NOTICES.**

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

Pratt Real Estate Management, Inc.  
c/o Brandon Pratt  
75 Commercial Drive, Unit 916  
North Liberty, IA 52317

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

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

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

#### **SECTION 16. SUCCESSORS AND ASSIGNS.**

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

DATED this \_\_\_ day of \_\_\_\_\_, 2022.

CITY OF NORTH LIBERTY, IOWA

PRATT REAL ESTATE MANAGEMENT, INC.

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

By: \_\_\_\_\_  
Brandon Pratt, President

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

Approved and consented to as to section 7(B):

SNYDER & ASSOCIATES, INC.

BEN HUR CONSTRUCTION COMPANY

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_



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

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2022, by Brandon Pratt as President of Pratt Real Estate Management, Inc., Developer.

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

**[EXHIBIT "A" - MARK AND ATTACH FINAL PLAT]**

# FINAL PLAT

## SOLOMON'S LANDING - PART ONE

### NORTH LIBERTY, JOHNSON COUNTY, IOWA

AREA ABOVE RESERVED FOR RECORDER

#### INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:  
 WALTER T. HURLBUTT  
 SNYDER & ASSOCIATES, INC.  
 5005 BOWLING STREET SW, SUITE A  
 CEDAR RAPIDS, IOWA 52404  
 319-362-9394  
 WHURLBUTT@SNYDER-ASSOCIATES.COM  
 SERVICE PROVIDED BY:  
 SNYDER & ASSOCIATES, INC.  
 SURVEY LOCATED:  
 AUDITOR'S PARCEL 2021009  
 REQUESTED BY:  
 PRATT REAL ESTATE MANAGEMENT INC.  
 PROPRIETOR:  
 PRATT REAL ESTATE MANAGEMENT INC.

#### LEGAL DESCRIPTION

AUDITOR'S PARCEL 2021009, PLAT OF SURVEY RECORDED IN BOOK 64, PAGE 285 AT THE JOHNSON COUNTY RECORDER'S OFFICE, JOHNSON COUNTY, IOWA.

#### NOTES

- LOT "A" (240TH STREET, EISENHOWER DRIVE & PRISCILLA COURT) AND LOT "B" (WEST PENN STREET & HAYES LANE) ARE BEING DEDICATED TO THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES.
- OUTLOT "B" IS TO BE PRIVATELY OWNED AND MAINTAINED FOR STORMWATER PURPOSES.
- OUTLOT "A", OUTLOT "C", OUTLOT "D" & OUTLOT "E" ARE RESERVED FOR FUTURE DEVELOPMENT.
- NO ACCESS WILL BE ALLOWED ONTO WEST PENN STREET FROM OUTLOT "E" AND LOTS 19-21.
- NO ACCESS WILL BE ALLOWED ONTO 240TH STREET FROM LOT 1 AND LOTS 11-18.
- STORM WATER MANAGEMENT BASIN AND SANITARY SEWER ACCESS EASEMENT.
- TOTAL FINAL PLAT ACREAGE = 78.93 ACRES.
- THE WEST LINE OF AUDITOR'S PARCEL 2021009 (THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SEC. 11-T80N-R7W) IS ASSUMED TO BEAR NORTH 0°04'56" WEST.
- DISTANCES ARE IN FEET AND DECIMALS THEREOF.
- ERROR OF CLOSURE:  
 SUBDIVISION BOUNDARY MEETS OR EXCEEDS 1:10,000  
 EACH INDIVIDUAL LOT OR TRACT MEETS OR EXCEEDS 1:5,000

#### DATE OF SURVEY

SEPTEMBER 15, 2021

#### OWNER/SUBDIVIDER

PRATT REAL ESTATE MANAGEMENT INC.  
 75 COMMERCIAL DRIVE #916  
 NORTH LIBERTY, IA 52317

#### LEGEND

**FEATURES**

|                             |   |
|-----------------------------|---|
| FOUND                       | SET                                     |
| 1/2" Rebar, Cap #14675      | w/ Yellow Plastic Cap                   |
| (Unless Otherwise Noted)    |   |
| 1/2" Rebar, Cap #22020      | w/ Yellow Plastic Cap                   |
| Monument by Shive-Hattery   | To be set post Jones Blvd. Construction |
| Platted Distance            | P                                       |
| Measured Bearing & Distance | M                                       |
| Utility Easement            | U.E.                                    |
| Right-of-Way                | R.O.W.                                  |
| Easement Line               | ---                                     |
| 1/2 Section Line            | ---                                     |

#### REFERENCES

- (R1) PLAT OF SURVEY AUDITOR'S PARCEL 2021009 - BOOK 64, PAGE 285
- (R2) ACQUISITION PLAT - BOOK 6357, PAGE 142
- (R3) ACQUISITION PLAT - BOOK 37, PAGE 90
- (R4) PROPERTY SURVEY - BOOK 37, PAGE 91

#### CURVE TABLE

| CURVE NO. | Δ          | RADIUS  | ARC LENGTH | TANGENT | CHORD BEARING/LENGTH |
|-----------|------------|---------|------------|---------|----------------------|
| C1        | 89°12'12"  | 25.00'  | 38.92'     | 24.65'  | S44°40'47"E 35.11'   |
| C2        | 90°00'00"  | 25.00'  | 39.27'     | 25.00'  | N44°55'19"E 35.36'   |
| C3        | 59°43'05"  | 120.00' | 125.07'    | 68.89'  | S59°49'20"E 119.49'  |
| C4        | 2°19'54"   | 180.00' | 7.33'      | 3.66'   | N3°10'45"W 7.32'     |
| C5        | 14°00'34"  | 180.00' | 44.01'     | 22.12'  | N39°17'59"W 43.90'   |
| C6        | 14°00'34"  | 180.00' | 44.01'     | 22.12'  | N53°18'33"W 43.90'   |
| C7        | 14°00'34"  | 180.00' | 44.01'     | 22.12'  | N67°19'07"W 43.90'   |
| C8        | 15°45'16"  | 180.00' | 49.49'     | 24.90'  | N82°12'02"W 49.34'   |
| C9        | 90°00'00"  | 25.00'  | 39.27'     | 25.00'  | N45°04'41"W 35.36'   |
| C10       | 90°47'48"  | 25.00'  | 39.62'     | 25.35'  | N45°19'13"E 35.60'   |
| C11       | 60°06'53"  | 150.00' | 157.38'    | 86.80'  | S60°01'14"E 150.26'  |
| C12       | 7°37'34"   | 180.01' | 23.96'     | 12.00'  | S70°48'10"W 23.94'   |
| C13       | 5°09'36"   | 258.86' | 23.31'     | 11.66'  | N2°11'03"E 23.30'    |
| C14       | 90°32'18"  | 25.00'  | 39.50'     | 25.24'  | S45°13'46"W 35.52'   |
| C15       | 89°27'41"  | 25.00'  | 39.03'     | 24.77'  | S44°46'15"E 35.19'   |
| C16       | 90°33'14"  | 25.00'  | 39.51'     | 25.24'  | S45°14'17"W 35.53'   |
| C17       | 89°35'13"  | 25.00'  | 39.09'     | 24.82'  | N44°41'32"W 35.23'   |
| C18       | 90°23'52"  | 25.00'  | 39.44'     | 25.17'  | N45°18'01"E 35.48'   |
| C19       | 123°19'43" | 150.00' | 322.87'    | 278.16' | S61°44'32"E 264.05'  |

#### LINE TABLE

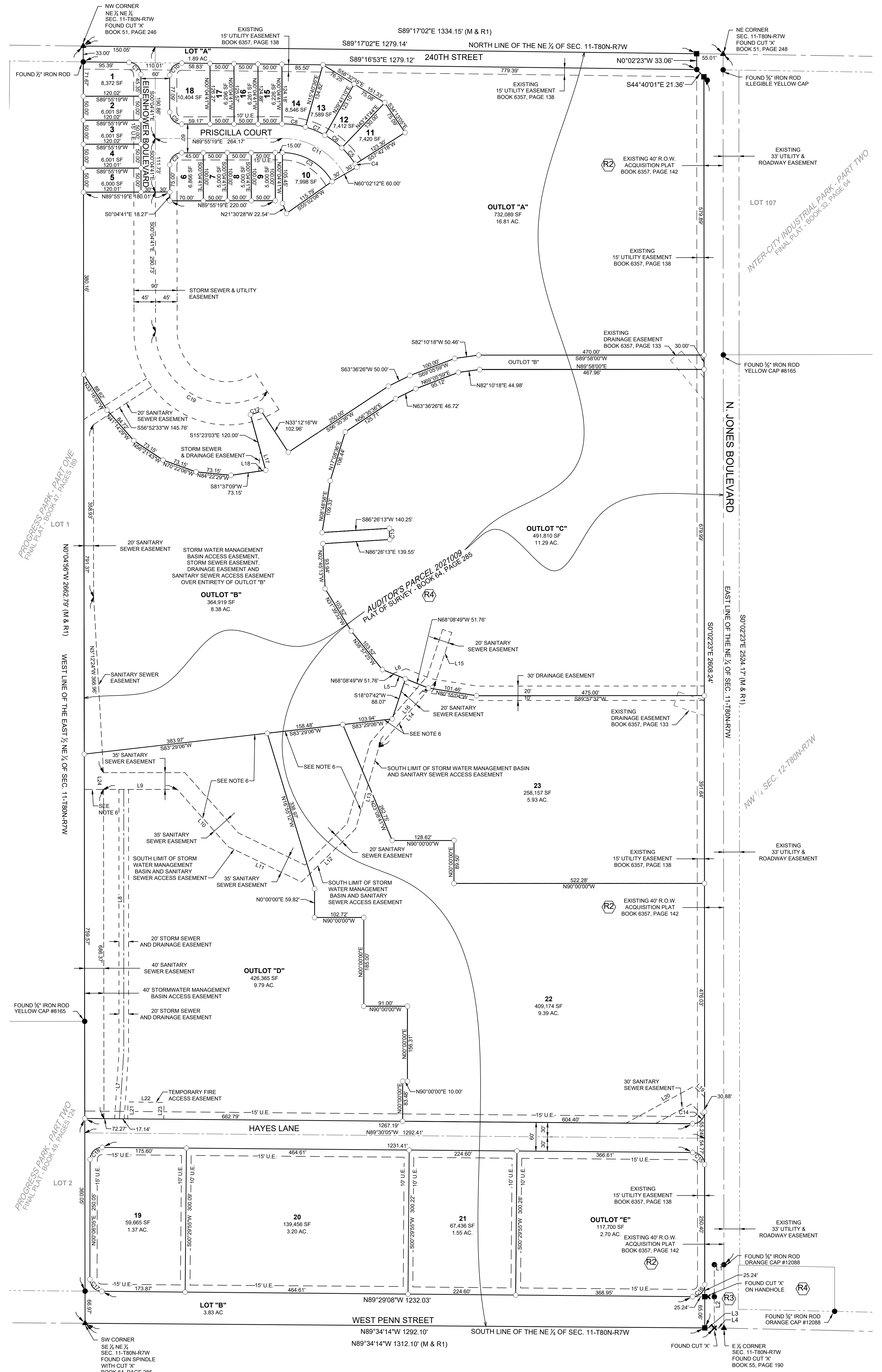
| LINE # | LENGTH (FT) | DIRECTION   |
|--------|-------------|-------------|
| L1     | 20.00       | N89°22'53"W |
| L2     | 132.00      | S00°02'23"E |
| L3     | 20.00       | N89°34'14"W |
| L4     | 20.00       | N89°34'14"W |
| L5     | 28.83       | S68°08'49"E |
| L6     | 29.98       | S70°00'41"W |
| L7     | 138.44      | N03°43'27"E |
| L8     | 548.50      | N00°00'00"E |
| L9     | 153.79      | N90°00'00"W |
| L10    | 159.74      | S41°40'30"E |
| L11    | 169.76      | S64°15'10"E |
| L12    | 158.35      | N45°28'50"E |
| L13    | 176.93      | N15°51'18"E |
| L14    | 181.79      | N40°46'18"E |
| L15    | 106.68      | N18°12'15"E |
| L16    | 162.10      | N40°46'18"E |
| L17    | 42.41       | N15°23'03"W |
| L18    | 14.91       | N81°37'09"E |
| L19    | 31.56       | N45°36'33"W |
| L20    | 160.92      | S61°30'20"W |
| L21    | 35.42       | N00°57'01"E |
| L22    | 75.25       | S89°02'59"E |
| L23    | 34.78       | S00°57'01"W |
| L24    | 35.00       | N00°04'56"W |

|  |      |
|--|------|
| PLAT APPROVED BY:<br>THE CITY OF NORTH LIBERTY | DATE |
| CITY CLERK                                     | DATE |
| UTILITY EASEMENTS APPROVED BY:                 |      |
| ALLIANT ENERGY                                 | DATE |
| MEDIACOM                                       | DATE |
| LNN COUNTY R.E.C.                              | DATE |
| MIDAMERICAN ENERGY                             | DATE |
| SOUTH SLOPE COOPERATIVE TELEPHONE CO.          | DATE |

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 Professional Land Surveyor under the laws of the State of Iowa.

**WALTER T. HURLBUTT**  
 License No. 1201100  
 Expires 12/31/2023  
 My license Renewal Expires December 31, 2023

Pages or sheets covered by this seal: \_\_\_\_\_



## SOLOMON'S LANDING - PART ONE

AUDITOR'S PARCEL 2021009

NORTH LIBERTY, JOHNSON COUNTY, IOWA

# SNYDER & ASSOCIATES, INC.

|                 |                   |                  |     |
|-----------------|-------------------|------------------|-----|
| #               | #                 | #                | #   |
| #               | #                 | #                | #   |
| #               | #                 | #                | #   |
| 1               | CHANGES PER TC    | 08/31/22         | WTH |
| MARK            | REVISION          | DATE             | BY  |
| Engineer: TC    | Checked by: ##### | Scale: 1" = 100' |     |
| Technician: WTH | Date: 07-28-2022  | T-R-S: #####     |     |

5005 BOWLING STREET S.W.  
 CEDAR RAPIDS, IOWA 52404  
 319-362-9394 | www.snyder-associates.com

Project No: 120.1100

Sheet 1 OF 1

DEVELOPER'S AGREEMENT EXHIBIT B

PRIVATE CONSTRUCTION CONTRACT

THIS AGREEMENT, made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between \_\_\_\_\_ hereinafter called the "contractor", and \_\_\_\_\_ hereinafter called the "owner";

WITNESSETH: That the contractor and owner for the consideration stated herein, agree as follows:

ARTICLE I: SCOPE OF WORK

The contractor shall furnish all materials, labor and equipment and shall perform all the work necessary to construct the following described improvements:

|                      |                       |                      |
|----------------------|-----------------------|----------------------|
| _____ Traffic Signal | _____ Sanitary Sewers | _____ Water Lines    |
| _____ Storm Sewers   | _____ Paving          | _____ Subgrade Prep. |

As shown in construction plans titled (Project Name) \_\_\_\_\_, and bearing an "Approved For Construction Date" of \_\_\_\_/\_\_\_\_/\_\_\_\_.

The estimated quantity of work to be done is:  
\_\_\_\_\_ as shown on the approved plans  
\_\_\_\_\_ as shown on the attached detailed list

All work shall be done in thorough, substantial and workmanlike manner in strict compliance with the terms of this contract and the above-named plans and the Standard Specifications of the City of North Liberty, Iowa, to the satisfaction of the City Engineer of the City of North Liberty, Iowa, or their duly authorized agents.

ARTICLE II: COMMENCEMENT AND COMPLETION OF WORK

The contractor shall commence work not later than \_\_\_\_\_, and shall fully complete the work not later than \_\_\_\_\_.

ARTICLE III: THE CONTRACT AMOUNT

Upon performance of this contract by the contractor, the owner shall pay to the contractor the sum of \$\_\_\_\_\_ which payment shall be in full compensation and settlement for the work; however, no payment shall be made until and unless the Resolution of Acceptance is presented by the contractor to the owner.

ARTICLE IV: INSURANCE

The contractor agrees that the insurance required by the Standard Specifications of the City of North Liberty will be maintained through the period of operations as covered by this contract.

ARTICLE V: INSPECTION

The owner agrees to furnish all engineering work, line and grade and copies of the plans and specifications needed for the job, and to reimburse the City of North Liberty for the cost to the City of all inspection, engineering and incidental services furnished by the City.

ARTICLE VI: CONTRACT DOCUMENTS

The plans and specifications attached hereto are a part of the contract; this instrument shall govern in the event that its provisions are inconsistent with the plans and specifications.

ARTICLE VII: OBLIGATIONS TO CITY

It is agreed that this contract runs in favor of the City of North Liberty, Iowa, and may, if necessary, be enforced by the City for the recovery of any damages the City may sustain by virtue of any breach of any provision of this contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three (3) original counterparts as of the day and year first stated above.

\_\_\_\_\_  
Contractor

by \_\_\_\_\_

\_\_\_\_\_  
Owner

by \_\_\_\_\_

Approved as to form:

City of North Liberty, Iowa

by \_\_\_\_\_

**Resolution No. 2022-97**

**A RESOLUTION APPROVING THE DEVELOPER'S AGREEMENT FOR SOLOMON'S LANDING, PART ONE, NORTH LIBERTY, IOWA**

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

**WHEREAS**, the terms and conditions for the development of Solomon's Landing, Part One have been set forth in an Agreement between the City of North Liberty and Pratt Real Estate Management, Inc., and

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

**NOW, THEREFORE, BE IT RESOLVED** that that the Development Agreement between the City of North Liberty and Pratt Real Estate Management, Inc. is approved for Solomon's Landing, Part One, North Liberty, Iowa

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

**APPROVED AND ADOPTED** this 13th day of September, 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





# **LIHWAP Agreement**

**WATER UTILITY VENDOR AGREEMENT  
LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM**

The following agreement is made between the local community action agency (Local Agency) administering the Iowa Low-Income Household Water Assistance Program (LIHWAP) and:

|  |                |                           |                |
|--|----------------|---------------------------|----------------|
| _____<br>Vendor (payment is issued in this name) |                | _____<br>Local Agency     |                |
| _____<br>Address                                 |                | _____<br>Address          |                |
| _____<br>City, State, Zip                        |                | _____<br>City, State, Zip |                |
| _____<br>Contact Person                          | _____<br>Email | _____<br>Contact Person   | _____<br>Email |
| _____<br>Phone                                   | _____<br>Fax   | _____<br>Phone            | _____<br>Fax   |
| _____<br>Vendor Tax ID#                          |                |                           |                |

Vendor Provides:

- Drinking Water Only
- Wastewater Only
- Both Drinking and Wastewater

Type of Entity:

- Publicly Owned
- Privately/Shareholder Owned

Counties Served:

|  |  |  |
|--|--|--|
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

All provisions of this agreement are subject to the availability of federal funds, issued by the U.S. Department of Health & Human Services (HHS). All Vendors shall abide by the following provisions for the current Iowa Low-Income Household Water Assistance Program (LIHWAP). Note: the term 'Vendor' applies to Owners & Operators of Community Water Supply Systems.

1.00 Agreement Duration

This agreement is effective when signed by the Vendor and shall terminate on September 30, 2023. The termination of this agreement shall not discharge any obligation owed by either party to the other or to an eligible household if such obligation was incurred during the effective period of the agreement.

2.00 Vendor Notification of Eligible Households

The Local Agency will notify the Vendor of those households that have been approved for the LIHWAP program through the mail, email, phone, or an online portal hosted by the Vendor (if available). Agencies are to notify Vendors timely enough to avert disconnection of service, avoid any additional charges beyond normal usage/service charges, and ensure reconnection when appropriate.

3.00 Household Payments from LIHWAP

The LIHWAP program provides benefit awards on behalf of eligible customers by paying arrearages to drinking water/wastewater utilities in order to ensure service continuity and to reconnect service. By signing this agreement, Vendors must accept LIHWAP payments for eligible households on whose behalf payments are made by the Local Agency. Eligible households are third-party beneficiaries under this agreement, and all payments accepted by the Vendor on behalf of an approved household must be applied to that household's water account. Any LIHWAP credit balances must remain on the account until the benefit is exhausted. Water service must be maintained for at least 45 days after receiving the LIHWAP approval notification from the local agency so that the customer maintains drinking water/wastewater service while payment is being issued.

Any payment that cannot be appropriately applied to an account by the Vendor must be returned to the Local Agency within 5 business days of its receipt. Any duplicate payment for a household or an account must be reported to the Local Agency within 5 business days.

### 3.10 Households with Past Due Amounts Owed

The Vendor will accept LIHWAP payments for drinking water and/or wastewater charges for households with past due amounts owed, and will ensure the households' water service remains connected to avoid a reconnection fee.

For purposes of this section, payments include notification by the Local Agency to the Vendor on behalf of the LIHWAP-approved household. Such notification must ensure services are not interrupted for at least 45 calendar days, no additional fees or charges occur beyond standard monthly usage/service costs, and if disconnection has already occurred reconnection will be established promptly.

For FY23, households may receive no more than two LIHWAP assistance payments from local agencies.

### 3.20 Disconnected Households

LIHWAP payments that cover the balance owed by a disconnected household for drinking water and/or wastewater services will establish prompt reconnection of the water account by the Vendor.

For purposes of this section, payments include notification by the Local Agency to the Vendor on behalf of the LIHWAP-approved household. Such notification must ensure services are not interrupted for at least 45 calendar days, no additional fees or charges occur beyond standard monthly usage/service costs, and if disconnection has already occurred reconnection will be established promptly.

For FY23, households may receive no more than two LIHWAP assistance payments from local agencies

### 3.30 Supported Expenses

The following are expenses which the LIHWAP program supports:

- Drinking Water/Wastewater utility past/back charges and water-related amounts required to bring the account current
- Reconnection fees

### 3.40 Unsupported Expenses

The following expenses are unsupported by the LIHWAP program:

- Utility deposits for first-time service
- Expenses for diversion fees or equipment tampering
- Repair, replacement, or installation of home water systems/fixtures
- Wells or any other non-utility provided water system
- Energy and non-essential services (unrelated to drinking water or wastewater)

### 4.00 Vendor Receipt of Payment

Within 30 calendar days of the Vendor's receipt of payment, the Vendor will provide to the Local Agency a receipt for the amount of payment received, using the format provided to the Vendor by the Local Agency.

### 5.00 Continuous Access to Drinking Water/Wastewater Services

The Local Agency and Vendor will collaborate and to the extent practicable attempt to ensure the customer has continuous access to Drinking Water/Wastewater services.

### 6.00 Payments from Households

The Local Agency and Vendor will encourage regular monthly payments from households, including use of budget billing and payment arrangements.

### 7.00 Confidentiality

Information regarding applicants and beneficiaries under this program must remain confidential subject only to the limited release of information by the Vendor to the Local Agency and the State of Iowa. The Vendor agrees to keep confidential the names and all other information pertaining to the clients served, including financial status, lifestyles, and housing conditions.

### 8.00 Non-Discrimination

The eligible household will not be treated adversely from other households because of receiving assistance under the Iowa Low-Income Household Water Assistance Program. The Vendor agrees not to discriminate either in cost of goods supplied or services provided, against the eligible household on whose behalf payments are made.

### 9.00 Termination of Customer Account

If a household terminates its account or changes Vendors prior to termination of this agreement, and any funds remain on the account, the Vendor shall contact the Local Agency within 30 calendar days to reconcile the existing account and determine the distribution of any remaining funds. Any remaining funds on the account paid under this program are to be returned to the Local Agency within 30 calendar days following reconciliation of the account. If the household has an arrearage on a different portion of the account such as garbage, LIHWAP funds cannot be used to pay that arrearage, and the Vendor shall not withhold a refund.

### 10.00 Records

The Vendor will maintain an accounting system and fiscal records covering all activities under this agreement. The Vendor's records must include:

- The amount of payments made on behalf of eligible households by the Local Agency;
- Any LIHWAP credit remaining on the eligible household's account.

The Vendor shall retain these records for four years from the end date of this agreement.

The Vendor, upon written request from the eligible household, Local Agency, State of Iowa, or other designated representative, will provide a status report indicating the above information. Vendors are not required or expected to modify their existing billing/accounting software, but must, upon request, be able to identify LIHWAP payments on a customer's account.

Vendors will assist the Local Agency and State of Iowa in collecting data concerning information on home water usage, or such other data as the state determines is reasonably necessary.

### 11.00 Site Visits

The State of Iowa and HHS authorized representatives reserve the right to monitor the use of funds by the participating Vendor in order to evaluate compliance with the provisions of this agreement.

### 12.00 Termination of Agreement

Either the Local Agency or the Vendor may terminate this agreement by giving the other party at least 30 calendar days written notice.

The Local Agency may terminate this agreement upon written notice of a breach by the Vendor of any material term, condition or provision of this agreement after the Vendor is given the opportunity to cure the breach.

The Local Agency may terminate the agreement immediately in instances where the Vendor has committed or engaged in fraud, misappropriation of funds, malfeasance, misfeasance, or bad faith.

Upon termination of the agreement by either party or upon expiration of the agreement, the Vendor shall, within 5 business days, remit to the Local Agency any unexpended funds paid to the Vendor.

The Vendor shall provide a full accounting of the funds subject to this agreement within 30 calendar days of termination or expiration of the agreement.

By signing below, both parties acknowledge and accept the terms of this agreement.

\_\_\_\_\_  
Vendor  
\_\_\_\_\_  
Vendor Authorized Individual (printed name)  
\_\_\_\_\_  
Vendor Authorized Individual (signature)  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Local Agency  
\_\_\_\_\_  
Local Agency Director (printed name)  
\_\_\_\_\_  
Local Agency Director (signature)  
\_\_\_\_\_  
Date

**Resolution No. 2022-98**

**A RESOLUTION APPROVING THE WATER UTILITY VENDOR AGREEMENT FOR THE LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM BETWEEN HACAP (THE LOCAL COMMUNITY ACTION AGENCY) AND THE CITY OF NORTH LIBERTY**

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

**WHEREAS**, HACAP is the local administrator of the Low-Income Household Water Assistance Program (LIHWAP);

**WHEREAS**, the City has partnered with HACAP to assist North Liberty residents with past due utility bills; and

**WHEREAS**, it is the parties' desire to agree and establish, in writing, their understanding concerning the agreement for the guidelines and requirements of the LIHWAP for the next calendar year.

**NOW, THEREFORE, BE IT RESOLVED** that that the Water Utility Vendor Agreement between HACAP and the City of North Liberty is approved.

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

**APPROVED AND ADOPTED** this 13th day of September, 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



# **Assessments**

**Resolution No. 2022-99**

**RESOLUTION ASSESSING DELINQUENT AMOUNTS OWED  
TO THE CITY OF NORTH LIBERTY, IOWA TO INDIVIDUAL  
PROPERTY TAXES**

**WHEREAS**, the following individuals have not paid the amounts listed below which are due and payable to the City of North Liberty, Iowa as follows:

| <u>Name</u>            | <u>Property</u>       | <u>Parcel</u> | <u>Amount</u> | <u>Description</u> |
|------------------------|-----------------------|---------------|---------------|--------------------|
| Matnic, Ilc            | 415 N Stewart St      | 0612406007    | \$13.75       | Weeds & Grass      |
| Joel & Eric<br>Randall | 215 Washington<br>Ave | 0612358006    | \$68.75       | Weeds & Grass      |
| Dennis J.<br>Fratzke   | 1047 W Cherry<br>St   | 0612344013    | \$55.00       | Weeds & Grass      |
| Eric J. Cameron        | 210 W Penn St         | 0612176006    | \$192.50      | Weeds & Grass      |

**WHEREAS**, diligent effort has been made to collect said amount; and

**WHEREAS**, under the terms of the Municipal Code of North Liberty, Iowa, this amount is delinquent and should be certified pursuant to said Municipal Code.

**NOW, THEREFORE, BE IT RESOLVED THAT** that the City Clerk is hereby authorized and directed to certify to the Johnson County Treasurer the above and foregoing delinquent amount to the appropriate real property in North Liberty, Johnson County, Iowa, as hereinbefore described.

**APPROVED AND ADOPTED** this 13<sup>th</sup> day of September, 2022.

CITY OF NORTH LIBERTY:

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CHRIS HOFFMAN, MAYOR



ATTEST:

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

---

TRACEY MULCAHEY, CITY CLERK



# **Emory Place Rezoning**



August 2, 2022

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

Re: Request of Insight Construction for a zoning map amendment (rezoning) from RM-21 Multi-Unit Residence District to RM-21 PAD Multi-Unit Residence District Planned Area Development on approximately 5.93 acres. The property is located on the west side of Future North Jones Boulevard approximately .18 miles north of West Penn Street feet.

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its August 2, 2022 meeting. The Planning Commission took the following action:

**Finding:**

1. The proposed zoning would achieve consistency with North Liberty Code of Ordinances Section 165.05(2) entitled, "Preliminary Site Plan Review" and 165.09(D)(1) entitled, "Zoning Map Amendment Approval Standards".

**Recommendation:**

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

The vote for approval was 4-0.

Jason Heisler, Vice Chairperson  
City of North Liberty Planning Commission



To **City of North Liberty Planning Commission**  
 From **Ryan Rusnak, AICP**  
 Date **July 29, 2022**  
 Re **Request of Insight Construction for a zoning map amendment (rezoning) from RM-21 Multi-Unit Residence District to RM-21 PAD Multi-Unit Residence District Planned Area Development on approximately 5.93 acres. The property is located on the west side of Future North Jones Boulevard approximately .18 miles north of West Penn Street feet.**

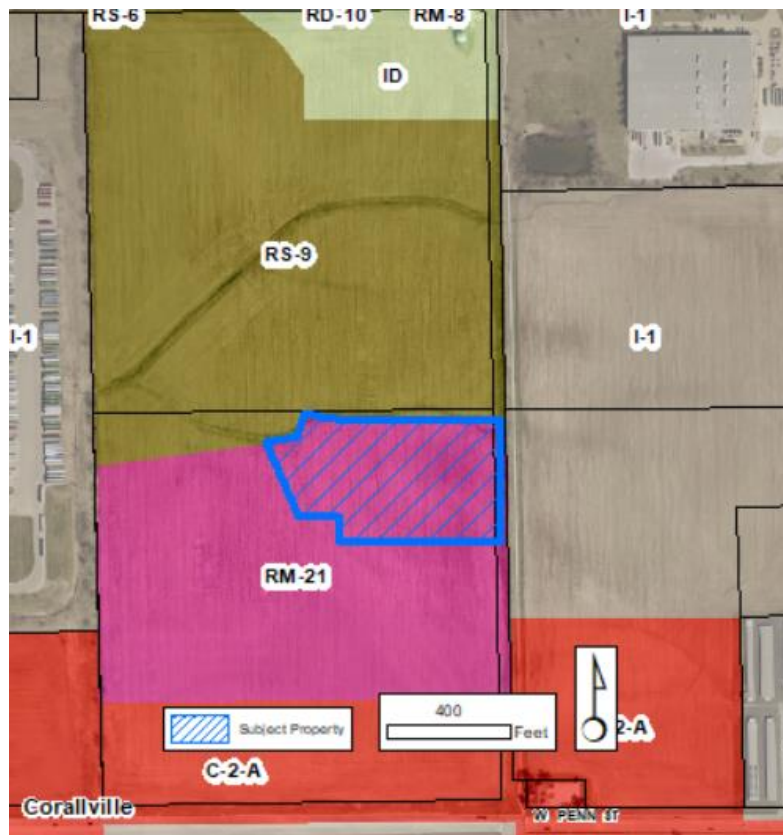
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North Liberty City staff has reviewed the subject submission, and offer comments presented in this memo. The staff review team includes the following personnel:

- 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. Current Zoning:**

The property is currently zoned RM-21 Multi-Unit Residence District.



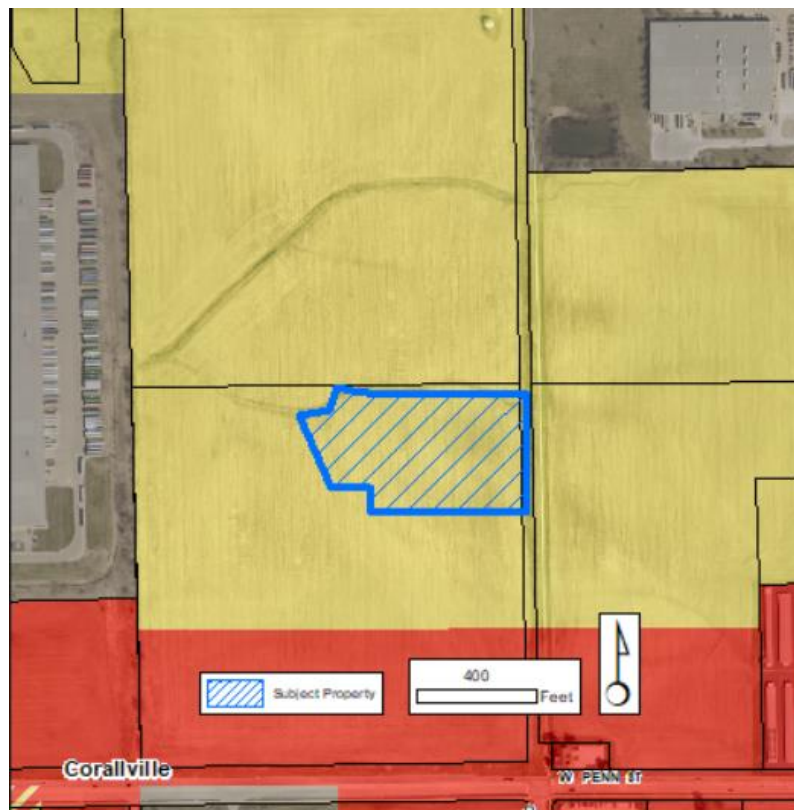
## 2. Proposed Zoning:

RM-21 PAD Multi-Unit Residence District Planned Area Development.

A Planned Area Development Zone District is intended to encourage innovation and flexibility in planning the development of land so development is compatible with the site's physical and environmental characteristics. This district allows for flexibility in zone district requirements. The Planned Area Development District provides an opportunity for the development of a mixture of uses and housing types in a coordinated manner. The intent of the underlying zone district shall guide the development. It is incumbent upon the person proposing the PAD to justify the project, and any variations from the underlying zone district. A PAD is considered an amendment to the underlying zone district regulations.

The flexibility being sought is allow the multiple single-unit dwelling on one lot and to have reduced setbacks. The application includes a preliminary site plan, which is required with any PAD.

**3. Comprehensive Plan Future Land Use Map Designation:** Residential. The proposed zoning would be consistent with the Residential Future Land Use Map designation.



#### 4. Public Input:

Letters were sent to property owners within 200 feet of the subject property and notice was posted on the City's website regarding the July 19, 2022 good neighbor meeting, which was held via Zoom. No one outside of City staff and the applicant attended.

To date, staff has received no objections to the request.

#### 5. Analysis of the Request:

The application includes a preliminary site plan, which is required with any PAD.

Section 165.05(2) of the North Liberty Code of Ordinances entitled, "Preliminary Site Review" sets forth the approval standards (Ordinance language in *italics* and staff analysis in **bold**).

- *Date, north arrow and graphic scale.* **Provided on Sheet 1.**
- *The property owner's name and description of proposed development.* **Provided on Sheet 1**
- *A vicinity sketch showing the location of the property and other properties within 1,000 feet of it.* **Provided on Sheet 1.**
- *Property boundary lines, dimensions, and total area.* **Provided on Sheet 2.**
- *Contour lines at intervals of not more than five feet, City datum. If substantial topographic change is proposed, the existing topography shall be illustrated on a separate map and the proposed finished topography shown on the site plan.* **Provided on Sheet 2.**
- *The location of existing streets, sidewalks, easements, utilities, drainage courses.* **Provided on Sheet 2.**
- *The total square feet of building floor area, both individually and collectively.* **Provided on Sheet 1.**
- *All structures and major features shall be fully dimensioned including distance between structures, distance between driveways, parking areas, property lines and building height.* **Provided on Sheet 2.**
- *Off-street parking areas, ingress and egress to the property, number of parking spaces proposed, number of parking spaces required by this code and type of surfacing.* **Provided on sheets 1 and 2.**
- *Pedestrian walkways with special consideration given to pedestrian safety.* **Provided on sheet 2.**
- *Trash and refuse enclosures.* **N/A.**
- *The general drainage pattern and location of storm water detention features.* **Provided on Sheet 1.**
- *The general location, type and size of landscaping and ground cover illustrated in color perspective.* **Provided on Sheet 2.**
- *A rendering, elevation or photo of the proposed development.* **Provided on the architectural rendering.**

Section 165.09 of the Zoning Ordinance sets for the approval standards for zoning maps amendments.

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

(1) Map Amendments.

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

*It is staff's opinion that the zoning map amendment would achieve consistency with the Comprehensive Plan if the Future Land Use Map.*

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

*It is staff's opinion that the proposed zoning and development would be compatible with nearby property.*

(c) The compatibility with established neighborhood character.

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

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

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

(e) The suitability of the property for the purposes for which it is presently zoned, i.e. the feasibility of developing the property in question for one or more of the uses permitted under the existing zoning classification.

*It is staff's opinion that the property, as presently zoned, would be suitable to be developed with multi-unit residences.. However, the proposed development would allow for a nice transition from the proposed multi-unit residential development to the south and the proposed single-unit residences to the north.*

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

*This is not applicable.*

**6. Additional Considerations:**

Below is the residential unit count in North Liberty, which does not include the proposed development.

| SFR    | 2FR    | MFR    | MFR w/Comm | MH    | Total |
|--------|--------|--------|------------|-------|-------|
| 3224   | 1598   | 2896   | 230        | 470   | 8418  |
| 38.30% | 18.98% | 34.40% | 2.73%      | 5.58% |       |

As part of the Comprehensive Plan update data collection, staff documented the housing construction over the past 11 years:

| SFR    | 2FR    | TH     | MF     | MFR w/Comm | MH | Total |
|--------|--------|--------|--------|------------|----|-------|
| 1,127  | 568    | 513    | 602    | 72         | 0* | 8418  |
| 39.88% | 20.10% | 18.15% | 21.30% | 2.55%      |    |       |

\* Not included as there haven't been any manufactured housing park expansions, just replacement units.

**7. Recommendation:**

**Finding:**

1. The proposed zoning would achieve consistency with North Liberty Code of Ordinances Section 165.05(2) entitled, "Preliminary Site Plan Review" and 165.09(D)(1) entitled, "Zoning Map Amendment Approval Standards".

Staff recommends the Planning Commission accept the listed finding and forward the request of Insight Construction for a zoning map amendment (rezoning) from RM-21 Multi-Unit Residence District to RM-21 PAD Multi-Unit Residence District Planned Area Development on approximately 5.93 acres to the City Council with a recommendation for approval.

Suggested motion:

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



# PRELIMINARY PAD SITE PLAN FOR EMORY PLACE - SINGLE FAMILY CITY OF NORTH LIBERTY, IOWA



## VICINITY MAP

NOT TO SCALE

**OWNER**  
SOLOMON HOLDINGS, LLC  
75 COMMERCIAL DRIVE, #116  
NORTH LIBERTY, IA 52117  
CONTACT: BRANDON PRATT  
PHONE: 407-276-5322

**APPLICANT**  
INSITE CONSTRUCTION  
5020 LINCOLN WAY  
AMES, IA 50014  
CONTACT: ZACK LUDWIG  
PHONE: 515-232-7575

### GENERAL NOTES:

**SITE AREA**  
TOTAL LOT AREA (5.93 ACRES) 258,156 SF  
TOTAL PAVEMENT (STREETS/DRIVES/WALKS) (34%) 88,004 SF  
TOTAL BUILDING AREA (FOOTPRINT ONLY) (22%) 60,020 SF  
TOTAL PROPOSED OPEN SPACE (43%) 110,132 SF

| SETBACKS            | RM 21 | PROPOSED |
|---------------------|-------|----------|
| FRONT YARD          | 25'   | 20'      |
| CORNER SIDE YARD    | 25'   | 9.5'     |
| SIDE YARD           | 10'   | 10'      |
| REAR YARD           | 30'   | 20'      |
| SEPARATION DISTANCE | N/A   | 10'      |

**PARKING**  
TOTAL ON-SITE PARALLEL STALLS 23  
TOTAL GARAGE STALLS 95  
TOTAL PARKING STALLS ON SITE 118

**PROPOSED DWELLING UNITS**

|  |    |
|--|----|
| TYPE A: ONE BEDROOM / ONE GARAGE STALL (1,140 SF)    | 7  |
| TYPE B: TWO BEDROOM / TWO GARAGE STALLS (1,618 SF)   | 3  |
| TYPE C: TWO BEDROOM / TWO GARAGE STALLS (1,692 SF)   | 11 |
| TYPE D: TWO BEDROOM / TWO GARAGE STALL (1,389 SF)    | 7  |
| TYPE E: THREE BEDROOM / TWO GARAGE STALLS (1,949 SF) | 23 |

TOTAL PROPOSED DWELLING UNITS 51  
PROPOSED DENSITY 8.6 UNITS / ACRE

**LANDSCAPING REQUIREMENTS**

**ON-SITE TREES:**  
TOTAL SQUARE FOOTAGE OF UNITS 60,020  
TOTAL TREES REQUIRED (1 / 750SF) 80

**BUFFERYARD**  
TOTAL LENGTH OF BUFFERYARD 629 LF  
TOTAL REQUIRED BUFFERYARD TREES (1 / 30LF) 21  
TOTAL REQUIRED BUFFERYARD SHRUBS (1 / 3LF) 210

TOTAL TREES PROVIDED (ON-SITE + BUFFERYARD) 101  
TOTAL SHRUBS PROVIDED 210

**PHOTOMETRICS**  
SITE PHOTOMETRICS TO MEET REQUIREMENTS OF ZONING ORDINANCE

|                                       |   |      |
|---------------------------------------|---|------|
|                                       | I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa. |      |
|                                       | Troy A. Culver, P.E.  | Date |
|                                       | License Number P20165   |      |
|                                       | My License Renewal Date is December 31, 2023  |      |
| Pages or sheets covered by this seal: |   |      |
| _____                                 |   |      |
| _____                                 |   |      |

**IOWA ONE CALL**  
1-800-292-8989  
www.iowaonecall.com

| REVISION | DATE | BY |
|----------|------|----|
|          |      |    |
|          |      |    |
|          |      |    |

Checked By: NBS  
Date: 03/04/2022  
Scale: 1"=10'  
Title: TNR-RV-SS  
Project No: 122.0239.07  
Sheet 1 OF 2

**NORTH LIBERTY, IOWA**

320 E. PRENTISS STREET  
NORTH LIBERTY, IOWA 52160  
319-369-8787 | www.anydr-as-associates.com

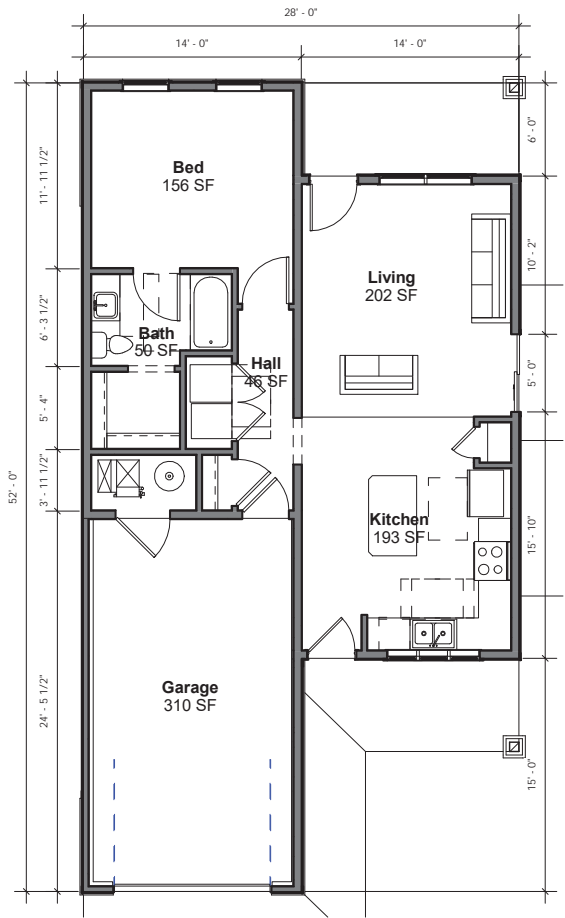
**EMORY PLACE - SINGLE FAMILY**

**SNYDER & ASSOCIATES, INC. |**



Project No: 122.0239.07  
Sheet 1 OF 2





① First Floor (830 SF)  
1/8" = 1'-0"

Single Family Concept

1 Bed FL Concept (830) SF

2020-05-09  
22-001



PRACTIC  
DESIGN



② North Elevation  
1/8" = 1'-0"



① East Elevation  
1/8" = 1'-0"



③ South Elevation  
1/8" = 1'-0"



④ West Elevation  
1/8" = 1'-0"



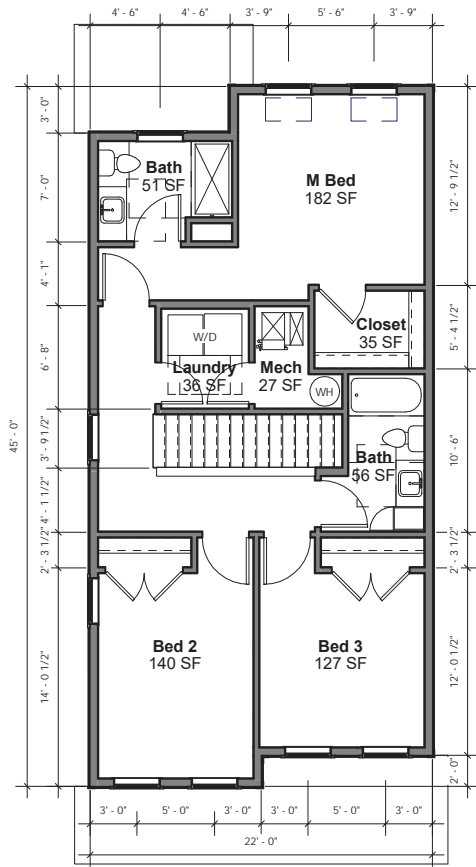
Single Family Concept

1 Bed FL Concept 3D

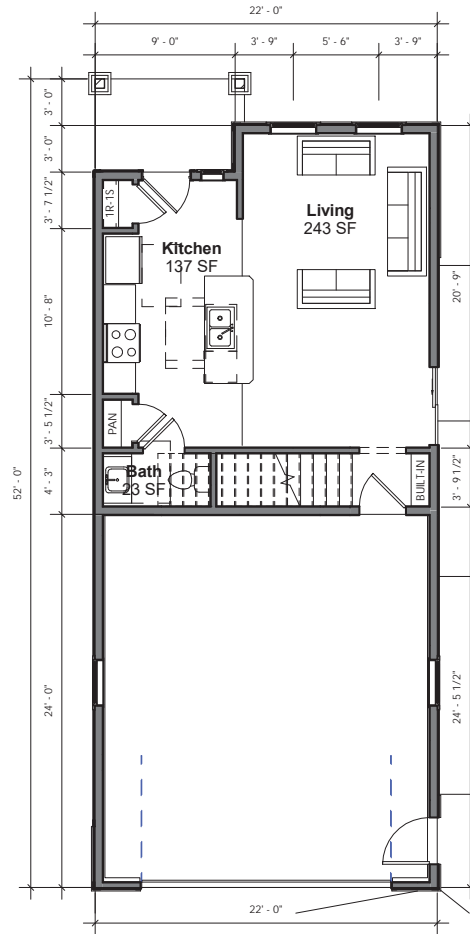
2020-05-09  
22-001



PRACTIC  
DESIGN



② Second Floor (898 SF)  
1/8" = 1'-0"



① First Floor (523 SF)  
1/8" = 1'-0"

# Single Family Concept

3 Bed Concept (1,421 SF)

2020-05-09  
22-001



PRACTIC  
DESIGN





④ West Elevation  
1/8" = 1'-0"



② North Elevation  
1/8" = 1'-0"



① East Elevation  
1/8" = 1'-0"



③ South Elevation  
1/8" = 1'-0"



Single Family Concept

3 Bed Concept 3D

2020-05-09  
22-001



PRACTIC  
DESIGN



**Ordinance No. 2022-21**

**AN ORDINANCE AMENDING THE ZONING MAP DISTRICT DESIGNATION FOR CERTAIN PROPERTY LOCATED IN NORTH LIBERTY, IOWA FROM RM-21 MULTI-UNIT RESIDENCE DISTRICT TO RM-21 MULTI-UNIT RESIDENCE DISTRICT PLANNED AREA DEVELOPMENT**

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

**SECTION 1. AMENDMENT.** The Official Zoning Map incorporated in Chapter 168.01(2) of the North Liberty Code of Ordinances is hereby amended by designating the zoning district for 5.93 acres, more or less, as RM-21 Multi-Unit Residence District Planned Area Development for property located on the west side of future North Jones Boulevard approximately .18 miles north of Penn Street. The property is more particularly described as follows:

That part of Auditor's Parcel 2021009 according to the Plat of Survey recorded in Book 64, Page 285 at Johnson County Recorder's Office, described as follows: commencing as a point of reference at the east quarter corner of Section 11, Township 80 North, Range 7 West of the 5th Prime Meridian.; thence North 89° 34' 14" West 40.00 feet (assumed bearing for this description only) along the south line of said Auditor's Parcel; Thence North 0° 02' 23" West 926.74 feet along the west right-of-way of Jones Boulevard (Acquisition Plat filed in Book 6357, Page 142 at the Johnson County Recorder's Office) to the point of beginning; thence North 90° 00' 00" West 522.28 feet; thence North 00° 00' 00.0" East 89.50 feet; thence North 90° 00' 00.0" West 128.62 feet; thence North 23° 08' 41" West 262.75 feet; thence North 83° 29' 06" East 103.94 feet; thence North 18° 07' 42" East 88.07 feet; thence South 68° 08' 49" East 51.76 feet; thence South 80° 55' 04" East 101.46 feet; thence North 89° 57' 37" East 475.00 feet to said west right-of-way of Jones Boulevard; thence South 00° 02' 23" East 391.64 feet along said west right-of-way of Jones Boulevard to the point of beginning and containing 5.93 acres more or less.

**SECTION 2. CONDITIONS IMPOSED.** At the August 2, 2022, meeting the Planning Commission accepted the listed finding and forwarded the request for a zoning map amendment to the City Council with a recommendation for approval with no conditions.

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

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

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

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

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

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

First reading on August 23, 2022.

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

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

**CITY OF NORTH LIBERTY:**

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CHRIS HOFFMAN, MAYOR

ATTEST:

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

---

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. 2022-21 in *The Gazette* on the \_\_\_ of \_\_\_\_\_, 2022.

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TRACEY MULCAHEY, CITY CLERK



# **Additional Information**

To **Mayor and City Council**  
CC **City Administrator**  
From **Tom Palmer, Building Official**  
Date **9/7/2022**  
Re **Monthly Report**

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**August Permits:**

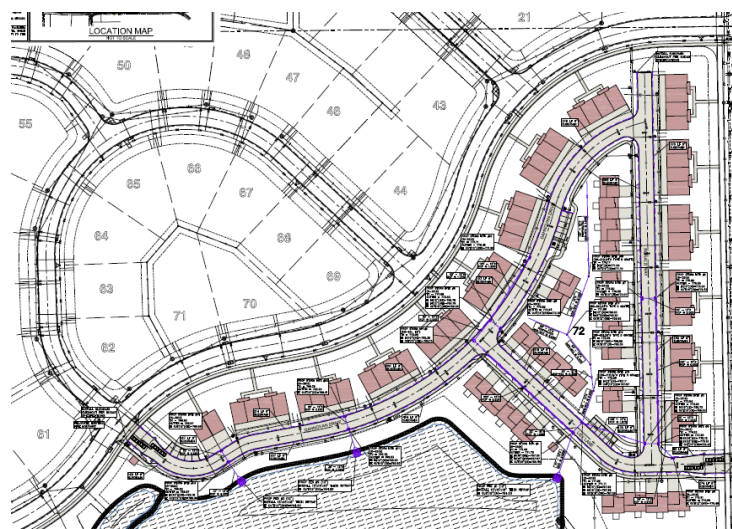
98 permits were issued in August with estimated construction value of 12.5 million dollars. Thirty-one new housing permits were issued with construction value of 8.6 million dollars. Staff completed 448 inspections during the month of August.

**Rental/Code Compliance Cases:**

Eighteen new rental permit applications received in August. A total of twenty-one compliance cases were processed in August.

**Lot 72 Dahnovan Estates:**

The final fourteen units are under construction and will be completed early spring 2023. The site plan for this project was approved December 2016 and later amended to allow a total 83 dwellings units. The first permit was obtained June 2017. The project is located west of Liberty High School.





# August Permit Tally Report

| Permit Type  | Construction Value | Total Fees     |
|--|--------------------|----------------|
| <b>Group: Backflow Preventer</b>                   |                    |                |
|  | \$326.43           | \$23.50        |
|  |                    | Group Total: 1 |
| <b>Group: Boundary Lot Adjustment</b>              |                    |                |
|  | \$0.00             | \$0.00         |
|  |                    | Group Total: 1 |
| <b>Group: Commercial Addition</b>                  |                    |                |
|  | \$50,000.00        | \$643.75       |
|  |                    | Group Total: 1 |
| <b>Group: Commercial Alteration</b>                |                    |                |
|  | \$1,257,452.00     | \$23.50        |
|  |                    | Group Total: 1 |
| <b>Group: Deck</b>                                 |                    |                |
|  | \$96,580.00        | \$1,562.87     |
|  |                    | Group Total: 7 |
| <b>Group: Demolition</b>                           |                    |                |
|  | \$5,000.00         | \$50.00        |
|  |                    | Group Total: 2 |
| <b>Group: Display of Fireworks</b>                 |                    |                |
|  | \$0.00             |                |
|  |                    | Group Total: 1 |
| <b>Group: Driveway</b>                             |                    |                |
|  | \$13,612.00        | \$50.00        |
|  |                    | Group Total: 2 |
| <b>Group: Fence</b>                                |                    |                |
|  | \$38,726.40        | \$200.00       |
|  |                    | Group Total: 8 |
| <b>Group: Fire Alarm &amp; Detection Equipment</b> |                    |                |
|  | \$700.00           | \$77.00        |
|  |                    | Group Total: 2 |
| <b>Group: Mechanical Electrical Plumbing (MEP)</b> |                    |                |
|  | \$59,621.00        | \$958.61       |
|  |                    | Group Total: 9 |
| <b>Group: New Commercial</b>                       |                    |                |
|  | \$100,000.00       | \$993.75       |
|  |                    | Group Total: 1 |
| <b>Group: New Single Family Dwelling</b>           |                    |                |

|  |                        |                     |                 |
|--|------------------------|---------------------|-----------------|
|  | \$3,823,633.00         | \$31,660.73         | Group Total: 10 |
| <b>Group: New Single Family Dwellings Attached</b> |                        |                     |                 |
|  | \$4,190,837.00         | \$44,899.94         | Group Total: 17 |
| <b>Group: New Townhouse</b>                        |                        |                     |                 |
|  | \$649,992.00           | \$8,364.96          | Group Total: 4  |
| <b>Group: Permanent Sign</b>                       |                        |                     |                 |
|  | \$3,800.00             | \$100.00            | Group Total: 2  |
| <b>Group: Rental</b>                               |                        |                     |                 |
|  | \$434,001.00           | \$1,850.00          | Group Total: 18 |
| <b>Group: Residential Addition</b>                 |                        |                     |                 |
|  | \$6,000.00             | \$125.25            | Group Total: 1  |
| <b>Group: Residential Alteration</b>               |                        |                     |                 |
|  | \$281,900.00           | \$2,793.56          | Group Total: 6  |
| <b>Group: Sidewalk</b>                             |                        |                     |                 |
|  | \$2,440.00             | \$25.00             | Group Total: 1  |
| <b>Group: Subdivision</b>                          |                        |                     |                 |
|  | \$1,500,000.00         | \$4,984.74          | Group Total: 1  |
| <b>Group: Swimming pools, spas and hot tubs</b>    |                        |                     |                 |
|  | \$73,500.00            | \$827.55            | Group Total: 2  |
| <b>Totals</b>                                      | <b>\$12,588,120.83</b> | <b>\$100,214.71</b> |                 |

**Total Records: 98**



## Permit Summary Report Inspection Type

Schedule Date 01/01/2022 TO 08/31/2022

|  | Jan        | Feb        | Mar        | Apr        | May        | Jun        | Jul        | Aug        | Sep      | Oct      | Nov      | Dec      | Row | Total       |
|--|------------|------------|------------|------------|------------|------------|------------|------------|----------|----------|----------|----------|-----|-------------|
| Inspection request                                 | 4          | 7          | 6          | 12         | 8          | 20         | 15         | 22         | 0        | 0        | 0        | 0        |     | 94          |
| Re-inspection                                      | 33         | 52         | 54         | 40         | 82         | 43         | 51         | 49         | 0        | 0        | 0        | 0        |     | 404         |
| 1st SWPPP  | 0          | 0          | 3          | 7          | 6          | 11         | 3          | 17         | 0        | 0        | 0        | 0        |     | 47          |
| Above Suspended Ceiling                            | 0          | 3          | 0          | 1          | 1          | 0          | 0          | 1          | 0        | 0        | 0        | 0        |     | 6           |
| Backflow Preventer                                 | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 2          | 0        | 0        | 0        | 0        |     | 2           |
| Building Sewer                                     | 0          | 0          | 0          | 0          | 1          | 1          | 0          | 0          | 0        | 0        | 0        | 0        |     | 2           |
| Commercial Final                                   | 2          | 4          | 1          | 1          | 0          | 1          | 0          | 1          | 0        | 0        | 0        | 0        |     | 10          |
| Commercial Rough-In                                | 3          | 3          | 0          | 0          | 0          | 2          | 0          | 1          | 0        | 0        | 0        | 0        |     | 9           |
| Deck, Porch, Sunroom Footings                      | 9          | 2          | 6          | 15         | 13         | 9          | 6          | 8          | 0        | 0        | 0        | 0        |     | 68          |
| Final  | 13         | 7          | 14         | 11         | 15         | 10         | 14         | 16         | 0        | 0        | 0        | 0        |     | 100         |
| Fire - Automatic Sprinkler System                  | 0          | 2          | 3          | 2          | 0          | 0          | 0          | 0          | 0        | 0        | 0        | 0        |     | 7           |
| Fire - Automatic Sprinkler System - Preconcealment | 0          | 0          | 0          | 1          | 0          | 0          | 0          | 0          | 0        | 0        | 0        | 0        |     | 1           |
| Fire - Fire Alarm Installation                     | 0          | 2          | 3          | 5          | 5          | 0          | 0          | 0          | 0        | 0        | 0        | 0        |     | 15          |
| Fire - Fire Alarm Installation (Rough-In)          | 0          | 0          | 0          | 1          | 0          | 0          | 0          | 0          | 0        | 0        | 0        | 0        |     | 1           |
| Fire - Fire Dept. Acceptance                       | 2          | 3          | 4          | 8          | 1          | 0          | 1          | 0          | 0        | 0        | 0        | 0        |     | 19          |
| Fire - Mobile Food Unit                            | 0          | 0          | 0          | 0          | 0          | 0          | 1          | 0          | 0        | 0        | 0        | 0        |     | 1           |
| Fire - Retail Sales of Fireworks                   | 0          | 0          | 0          | 0          | 0          | 2          | 0          | 0          | 0        | 0        | 0        | 0        |     | 2           |
| Fire - Vehicle Exhaust Ventilation Equipment       | 0          | 0          | 0          | 0          | 1          | 0          | 0          | 0          | 0        | 0        | 0        | 0        |     | 1           |
| Footings/Slabs                                     | 1          | 0          | 23         | 14         | 10         | 7          | 12         | 17         | 0        | 0        | 0        | 0        |     | 84          |
| Foundation Dampproofing                            | 1          | 0          | 0          | 8          | 7          | 3          | 3          | 10         | 0        | 0        | 0        | 0        |     | 32          |
| Foundation Wall                                    | 1          | 0          | 14         | 12         | 9          | 5          | 11         | 19         | 0        | 0        | 0        | 0        |     | 71          |
| Framing  | 0          | 0          | 0          | 0          | 3          | 2          | 0          | 0          | 0        | 0        | 0        | 0        |     | 5           |
| Gas Piping   | 0          | 0          | 0          | 1          | 1          | 0          | 0          | 1          | 0        | 0        | 0        | 0        |     | 3           |
| Gas service release                                | 23         | 18         | 22         | 8          | 1          | 17         | 10         | 21         | 0        | 0        | 0        | 0        |     | 120         |
| Grading  | 1          | 0          | 0          | 16         | 10         | 8          | 7          | 10         | 0        | 0        | 0        | 0        |     | 52          |
| Manufactured Home                                  | 1          | 0          | 0          | 2          | 2          | 4          | 1          | 0          | 0        | 0        | 0        | 0        |     | 10          |
| Meeting  | 0          | 0          | 0          | 1          | 4          | 2          | 1          | 3          | 0        | 0        | 0        | 0        |     | 11          |
| Non-Compliance Notice                              | 0          | 0          | 0          | 0          | 0          | 0          | 1          | 0          | 0        | 0        | 0        | 0        |     | 1           |
| Notice of Termination CSR                          | 4          | 2          | 3          | 5          | 16         | 6          | 10         | 7          | 0        | 0        | 0        | 0        |     | 53          |
| Other  | 37         | 3          | 0          | 25         | 0          | 7          | 4          | 6          | 0        | 0        | 0        | 0        |     | 82          |
| Out of the office                                  | 0          | 0          | 1          | 1          | 3          | 0          | 2          | 6          | 0        | 0        | 0        | 0        |     | 13          |
| Permanent Electric Service Release                 | 14         | 17         | 26         | 7          | 26         | 20         | 8          | 30         | 0        | 0        | 0        | 0        |     | 148         |
| Plumbing below slab                                | 6          | 0          | 1          | 11         | 11         | 10         | 16         | 18         | 0        | 0        | 0        | 0        |     | 73          |
| Pool Final (residential)                           | 0          | 0          | 0          | 0          | 0          | 1          | 0          | 1          | 0        | 0        | 0        | 0        |     | 2           |
| Rental   | 13         | 3          | 4          | 22         | 5          | 4          | 4          | 81         | 0        | 0        | 0        | 0        |     | 136         |
| Residential final (New Construction)               | 13         | 18         | 17         | 10         | 38         | 13         | 14         | 15         | 0        | 0        | 0        | 0        |     | 138         |
| Residential Photovoltaic (PV) Solar System         | 1          | 0          | 4          | 1          | 4          | 4          | 1          | 0          | 0        | 0        | 0        | 0        |     | 15          |
| Residential Rough-in (New Construction)            | 14         | 18         | 17         | 11         | 15         | 13         | 9          | 14         | 0        | 0        | 0        | 0        |     | 111         |
| Rough-in   | 2          | 3          | 4          | 5          | 5          | 3          | 5          | 1          | 0        | 0        | 0        | 0        |     | 28          |
| Sanitary Sewers                                    | 0          | 0          | 0          | 0          | 0          | 0          | 1          | 0          | 0        | 0        | 0        | 0        |     | 1           |
| Sewer & Water Service                              | 0          | 0          | 8          | 14         | 13         | 12         | 18         | 17         | 0        | 0        | 0        | 0        |     | 82          |
| Sidewalk Release                                   | 4          | 3          | 4          | 13         | 18         | 6          | 6          | 9          | 0        | 0        | 0        | 0        |     | 63          |
| Sump Pump Discharge Line                           | 2          | 0          | 17         | 13         | 24         | 7          | 6          | 15         | 0        | 0        | 0        | 0        |     | 84          |
| Temporary Electric Service                         | 2          | 3          | 4          | 10         | 5          | 8          | 11         | 13         | 0        | 0        | 0        | 0        |     | 56          |
| Water Heater                                       | 1          | 0          | 0          | 1          | 1          | 4          | 1          | 1          | 0        | 0        | 0        | 0        |     | 9           |
| Water Service                                      | 0          | 0          | 0          | 1          | 2          | 1          | 0          | 0          | 0        | 0        | 0        | 0        |     | 4           |
| Witness air pressure test and piping inspection    | 17         | 19         | 20         | 7          | 19         | 16         | 12         | 16         | 0        | 0        | 0        | 0        |     | 126         |
| <b>Totals:</b>                                     | <b>224</b> | <b>192</b> | <b>283</b> | <b>323</b> | <b>385</b> | <b>282</b> | <b>265</b> | <b>448</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> |     | <b>2402</b> |



# Certificate of Occupancy Monthly Report

| Applicant                                | Parcel Address              | Project Description     | Date C.O. Issued |
|--|-----------------------------|-------------------------|------------------|
| Stone House Properties LLC               | 10 Zeller Crossing Unit 206 | 2022 Rental Permit      | 8/24/2022        |
| Drew Murphy                              | 402 Cambria Dr              | 2022 Rental             | 8/24/2022        |
| William P Fiordelise                     | 1268 Nicholas Ln            | 2022 Rental             | 8/22/2022        |
| Susan Sestak                             | 242 Copeland Ln             | 2022 Rental             | 8/18/2022        |
| Andrew Atterbury                         | 670 Strathmoor Dr           | 2022 Rental             | 8/11/2022        |
| Stone House Properties LLC - Erin Elliot | 1010 240th St #4            | 2022 Rental Permit      | 8/4/2022         |
| Ashley Hinman                            | 152 Alydar Dr               | 2022 Rental             | 8/9/2022         |
| Jeanine Beranek                          | 30 E Hickory St             | 2022 Rental             | 8/11/2022        |
| Lance Lisk                               | 1777 Sara Ct                | 2022 Rental             | 8/16/2022        |
| Jill Owens                               | 1260 Exchange St            | 2022 Rental             | 8/5/2022         |
| Teresa Horak                             | 1870 Goose Lake Cir         | 2022 Rental             | 8/5/2022         |
| Cameron & Julia Andela                   | 640 Molly Dr                | 2022 Rental             | 8/17/2022        |
| Sandy Ting                               | 427 Cameron Way             | 2022 Rental             | 8/10/2022        |
| Amin Nekoomand                           | 745 Community Dr Ste H      | Remodel of interior     | 8/19/2022        |
| Boyd Crosby Construction                 | 575b Cameron Way            | Interior layout changes | 8/24/2022        |
| Barry Frantz Construction                | 1152 E Tartan Dr            | SFC - JACKSON           | 8/12/2022        |
| Barry Frantz Construction                | 1150 E Tartan Dr            | SFD - JACKSON plan      | 8/30/2022        |
| Caleb Shield                             | 2293 Eversull Ln            | 2 Story                 | 8/4/2022         |
| Caleb Shield                             | 2291 Eversull Ln            | 2 Story                 | 8/4/2022         |
| Caleb Shield                             | 2287 Eversull Ln            | 2 Story                 | 8/4/2022         |
| Todd Dillon                              | 445 N Madison Ave           | Building phase          | 8/8/2022         |
| Bri Evans                                | 133 Holiday Lodge Road      | 2022 Rental Permit      | 8/22/2022        |
| Bi-State Contracting                     | 1210 Vintage Ln             | Single Family           | 8/23/2022        |
| Bi-State Contracting                     | 1208 Vintage Ln             | Single Family           | 8/23/2022        |
| Barry Frantz Construction, Inc.          | 1140 Leann Cir              | SFC. Zero Lot . MADISON | 8/26/2022        |
| Caleb Shield                             | 761 Clover Hill Drive       | Ranch style             | 8/2/2022         |
| Robson Homes Inc.                        | 1120 Harrison Street        | New single              | 8/30/2022        |
| Hanson Property Management               | 17 Alydar Dr                | 2022 Rental Permit      | 8/9/2022         |
| Mitchell Walker                          | 170 Elm Ridge Ct            | 2022 Rental             | 8/17/2022        |
| Gerxhaliu Kreshnik                       | 80 Circle Dr #5             | 2022 Rental             | 8/2/2022         |

**Total Records: 30**



## Code Compliance Report

**08/01/2022 - 08/31/2022**

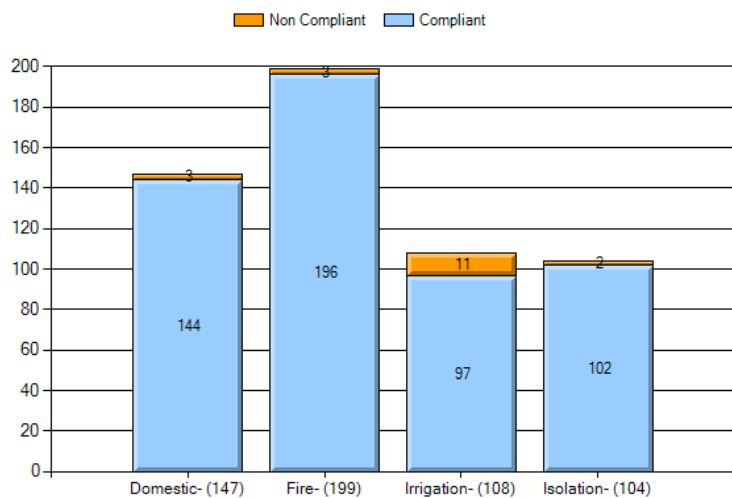
| Case Date | Case #   | Status | Complaint   | Reporting Code |
|-----------|----------|--------|---|----------------|
| 8/2/2022  | 20220185 | Closed | past due annual backflow preventer test report                              | Building Code  |
| 8/2/2022  | 20220186 | Open   | past due annual backflow preventer test report                              | Building Code  |
| 8/2/2022  | 20220187 | Closed | past due annual backflow preventer test report                              | Building Code  |
| 8/2/2022  | 20220188 | Closed | past due annual backflow preventer test report                              | Building Code  |
| 8/2/2022  | 20220189 | Open   | past due annual backflow preventer test report                              | Building Code  |
| 8/2/2022  | 20220190 | Open   | past due annual backflow preventer test report                              | Building Code  |
| 8/4/2022  | 20220191 | Closed | Uncut Grass   | Zoning Code    |
| 8/4/2022  | 20220192 | Closed | Uncut Grass   | Zoning Code    |
| 8/4/2022  | 20220193 | Closed | Uncut Grass   | Zoning Code    |
| 8/4/2022  | 20220194 | Closed | Uncut Grass   | Zoning Code    |
| 8/8/2022  | 20220195 | Closed | Improper disposal waste into sewer system                                   | City Code      |
| 8/9/2022  | 20220196 | Open   | Junk Vehicle  | Zoning Code    |
| 8/9/2022  | 20220197 | Open   | Storage of Junk   | Zoning Code    |
| 8/12/2022 | 20220198 | Open   | Grass   | Zoning Code    |
| 8/12/2022 | 20220199 | Open   | Grass   | Zoning Code    |
| 8/12/2022 | 20220200 | Closed | Grass   | Zoning Code    |
| 8/22/2022 | 20220201 | Open   | Grass   | Zoning Code    |
| 8/22/2022 | 20220202 | Closed | Grass   | Zoning Code    |
| 8/22/2022 | 20220203 | Open   | Junk Vehicle  | Zoning Code    |
| 8/29/2022 | 20220204 | Closed | Hose bib prior to water meter and no backflow protection of other hose bib. | Building Code  |
| 8/30/2022 | 20220205 | Open   | past due annual backflow preventer test report                              | Building 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

| <b>Compliance</b> | <b>%</b>   | <b>Compliant</b> | <b>Category Total</b> |
|-------------------|------------|------------------|-----------------------|
| Domestic          | 98%        | 144              | 147                   |
| Fire              | 98%        | 196              | 199                   |
| Irrigation        | 90%        | 97               | 108                   |
| Isolation         | 98%        | 102              | 104                   |
| <b>Totals</b>     | <b>97%</b> | <b>539</b>       | <b>558</b>            |

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

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

[Print Chart](#)

[View All Compliant](#)

[View All Non Compliant](#)

[View All](#)



To **Mayor, City Council, Communications Advisory Commission**  
CC **City Administrator Ryan Heiar**  
From **Communications Director Nick Bergus**  
Date **Sept. 8, 2022**  
Re **Communications Staff Report**

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### City Slate

Closing out a busy summer, Jillian led execution of the Summer Send-Off on Aug. 20, before kids headed back to school, with inflatables, carnival games, community kickball, food, music and a fireworks finale, attracting 2,000 guests. Staff prepared for Bethany C. Morrow's author visit (Sept. 24), Star Party with TAKO (Oct. 1), Halloween Moonlight Walk (Oct. 14), Floating Pumpkin Patch (Oct. 23) and Haunted Happenings (Oct. 27 and 28). City Slate programming is on track for attendance of more 45,000 people through 2022. All events on the Slate are free to attend with details available at [northlibertyiowa.org/cityslate](http://northlibertyiowa.org/cityslate).

Staff produced a recap (attached) of the year so far in preparation for renewal conversations which will occur through the fall for City Slate, Beat the Bitter and Blues & BBQ.

### Youth Council

Micah has launched recruitment for the Youth Council, a program inviting local high school students to connect with community leaders, develop leadership skills, support the community through service projects, and advocate for other young people in North Liberty. We asked for applications, seeking eight to 12 students for our inaugural cohort; we received about twice that from Liberty, Clear Creek and Regina students of all grade levels. The initial cohort, which will be selected after Labor Day weekend, will help shape the program and will meet monthly starting in September.

### Ranshaw House

Nick and Micah continue to have conversations with local service agencies about using the space for their needs in North Liberty. United Action for Youth continues to host weekly drop-ins. The house will be the meeting place for the Youth Council and will host other community programming outside this fall. With an approved furnishing budget, we're working through a final list of furnishings to quote and purchase.

## Community Center Promos

Derek produced video promos for all the Recreation Department's current aerobics classes to help highlight the contract-instructors' offerings as we head into fall. We've discussed some additional promotional options for the fall as the weather gets colder and exercise moves inside. Additionally, Derek produced a fun video for National Library Card month in line with this year's theme.

## Welcoming Week

As part of Welcoming American's Rural Welcoming Initiative, Micah is leading Neighbors & Flavors on Sept. 18 from 1 to 3 p.m. on the Ranshaw House lawn (rain location is in the Community Center). We invite the community, especially immigrant members of the community, to share free tastes from Luna's Tacos (Mexico), Rodney's Jamaican Jerk & BBQ (Jamaica) and Taste of Pinas (The Philippines) and music with La Nueva Lokera.

## Other Items

We produced City Council meetings and submitted them to the Iowa City government channel.

We produced a number of podcasts for the library.

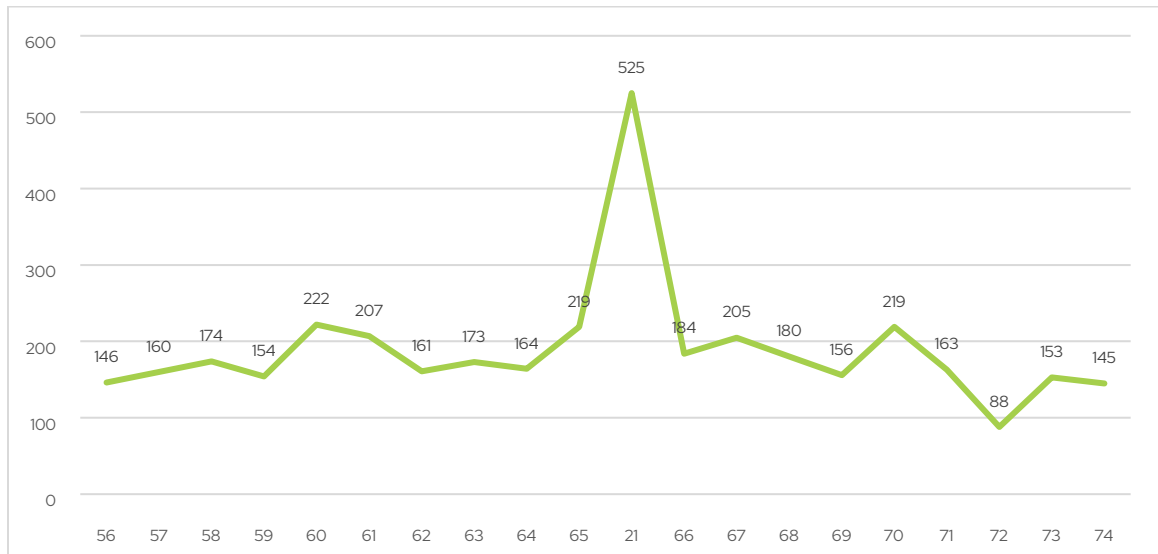
We posted news releases about Cop on a Roof, back-to-school disruptions, project, City Slate events, end-of-summer pool operations and more.

## Completed Videos

| Title                                  | Requested By                            | Completed | Duration |
|--|---|-----------|----------|
| <b>Communications Advisory</b>         | Administration                          | Aug. 1    | 0:38     |
| <b>Planning &amp; Zoning</b>           | Administration                          | Aug. 2    | 0:25     |
| <b>Parks &amp; Recreation</b>          | Administration                          | Aug. 4    | 0:29     |
| <b>Recsters: Scary Stories</b>         | Recreation                              | Aug. 5    | 0:02     |
| <b>Recsters: Cops and Robbers</b>      | Recreation                              | Aug. 5    | 0:06     |
| <b>Recsters: Jurassic Campground</b>   | Recreation                              | Aug. 5    | 0:03     |
| <b>Recsters: Zombie Apocalypse</b>     | Recreation                              | Aug. 5    | 0:04     |
| <b>Recsters: Dance Party</b>           | Recreation                              | Aug. 5    | 0:05     |
| <b>City Council</b>                    | Administration                          | Aug. 9    | 0:40     |
| <b>Library Board of Trustees</b>       | Administration                          | Aug. 15   | 0:30     |
| <b>Eye on: Fitness Classes</b>         | Communications                          | Aug. 22   | 0:03     |
| <b>City Council</b>                    | Administration                          | Aug 23    | 1:30     |
| <b>Social: City Slate Summer</b>       | Administration                          | Aug. 29   | 0:02     |
| <b>Total completed productions: 13</b> | <b>Duration of new video: 4.6 hours</b> |           |          |

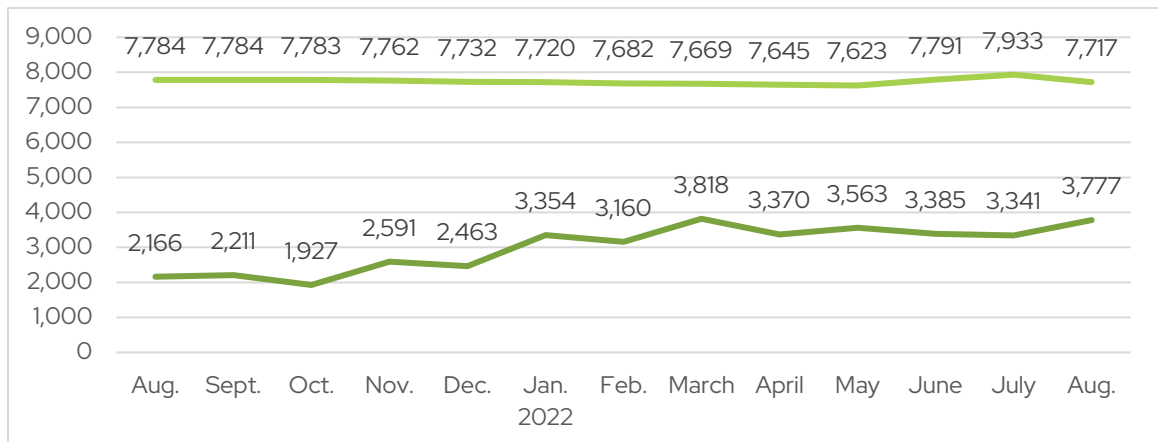
## 52317 Podcast

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



**Downloads** is the number times the podcast file was downloaded to a player, including a podcast client, webpage-embedded player or other device since its publication. Numbers are as reported by service provider LibSyn as of the date of this report. **Episodes** 74: Triple Oak Power; 73: Friends of Coralville Lake; 72: Maryam Thompson Photography; 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;

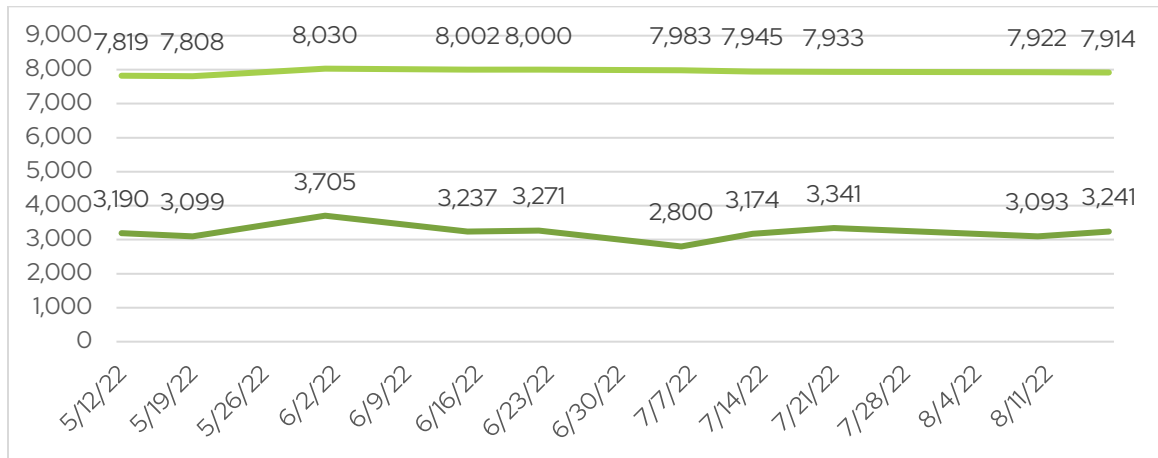
## North Liberty Bulletin Email Newsletters



**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** Aug: OK to the last drop; July: Years in the making; 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 🍁

## 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 |
|------------|----------|--------|-----------|
| Aug 2022   | 28,712   | 21,863 | 52,942    |
| July 2022  | 26,101   | 19,342 | 50,030    |
| 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    |

**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  |
| <b>Aug</b>      | 93        | 36,131  | 6           | 18,700      | 2,815     | 5,713    |
| <b>July</b>     | 121       | 83,190  | 7           | 13,100      | 2,764     | 5,645    |
| <b>June</b>     | 114       | 31,235  | -3          | 14,900      | 2,738     | 5,617    |
| <b>May</b>      | 122       | 33,811  | 23          | 17,700      | 2,712     | 5,585    |
| <b>April</b>    | 57        | 37,226  | -11         | 17,500      | 2,667     | 5,531    |
| <b>March</b>    | 62        | 47,317  | 22          | 19,500      | 2,648     | 5,497    |
| <b>Feb</b>      | 47        | 47,939  | 17          | 18,100      | 2,620     | 5,448    |
| <b>Jan 2022</b> | 139       | 209,293 | 7           | 40,500      | 2,600     | 5,411    |
| <b>Dec</b>      | 32        | 19,971  | 11          | 23,500      | 2,575     | 5,383    |
| <b>Nov</b>      | 14        | 20,182  | 9           | 30,400      | 2,570     | 5,361    |
| <b>Oct</b>      | 50        | 35,617  | 2           | 20,600      | 2,537     | 5,279    |
| <b>Sept</b>     | 60        | 26,516  | 11          | 21,900      | 2,521     | 5,237    |
| <b>Aug</b>      | 59        | 26,710  | 15          | 40,100      | 2,497     | 5,178    |

**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.



# 2022 City Slate





# Winter lights and giant kites. Big trucks and treasure hunts. Outdoor adventures in all kinds of weather.

Through winter snow, spring rain and summer sun and now heading into a busy fall, the City Slate brought free community fun to everyone with your help. We initially expected just 15 to 20 events, but this year we're on track to include more than **40 events with 45,000 attendees.**

- Jan. 29 ..... North Liberty Lights
- Jan. 30 ..... Beat the Bitter Fire & Ice
- Feb. 5 ..... Ice Fishing with TAKO
- Feb. 19 ..... Snow Ball
- April 2 ..... Kites for Kids
- April 9 ..... Shed Hunt with TAKO
- April 9 ..... Bunny Clue Trail
- May 7 ..... Free Comic Book Day
- May 14 ..... Remarkable Rigs
- May 21 ..... Playground Crawl
- June 2 ..... James Tutson concert
- June 4 ..... Let Love Fly
- June 4 ..... Free Fishing Weekend with TAKO
- June 9 ..... Free Swim Lesson
- June 10 ..... Flash in a Pan concert
- June 17 ..... The Soft and Low concert
- June 17 ..... Swimming Storytime
- June 24 ..... Jonah Seymour concert
- June 24 ..... Freedom Roll
- June 24 ..... Little Miss Ann children's concert
- June 25 ..... Great American Campout
- July 1 ..... Sneezzy Dollars concert
- July 9 ..... Blues & BBQ
- July 15 ..... Blake Shaw & Dan Padley concert
- July 17 ..... Swimming with Princesses
- July 22 ..... United Action for Youth showcase
- July 23 ..... Tween Night at the Pool
- July 29 ..... Swimming Storytime
- July 29 ..... Marc & Brandi Janssen concert
- Aug. 12 ..... Swimming Storytime
- Aug. 20 ..... Summer Send-Off
- Sept. 24 ..... Bethany C. Morrow author visit
- Oct. 1 ..... Star Party
- Oct. 14 ..... Halloween Moonlight Walk
- Oct. 23 ..... Floating Pumpkin Patch
- Oct. 27 & 28 ..... Haunted Happenings
- November ..... Golden Turkey Hunt
- Nov. 12 ..... Embody | Embrace
- Dec. 3 ..... Breakfast With Santa
- Dec. 3 ..... Holiday Vendor Fair
- Dec. 28 ..... Noon Year's Eve







"We just went, and it's magical! Another reason, in my very long list of reasons, that I love North Liberty!"

Planned across four seasons, the City Slate has provided magical moments throughout North Liberty for residents and visitors all year long. More than a month of **North Liberty Lights** (top left and bottom left) brought 5,000 community members together for midwinter connection and fun.

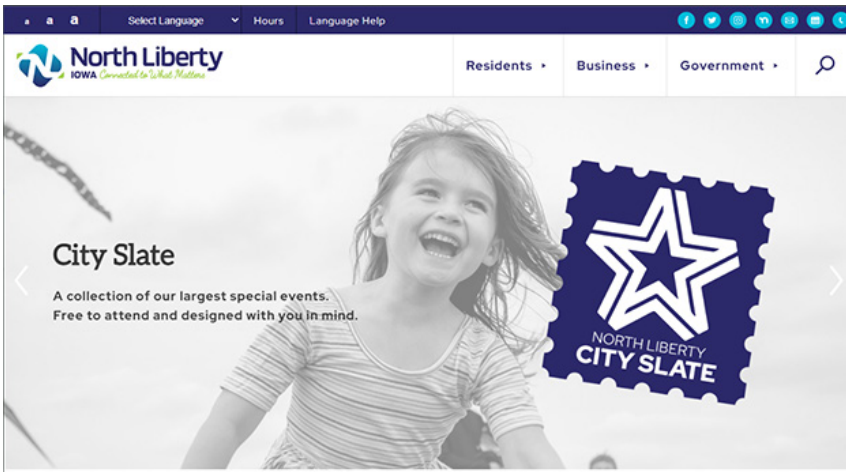
The annual Beat the Bitter Fire & Ice (top right and bottom right) saw some 3,000 participants join us for ice skating, ice sculptures, fire performers, bonfires and engagement with our sponsors.

The public understands the value and work building community and hosting events take. Said one person who attended Fire & Ice:

"This is a terrific event – lots of work – but so cool."





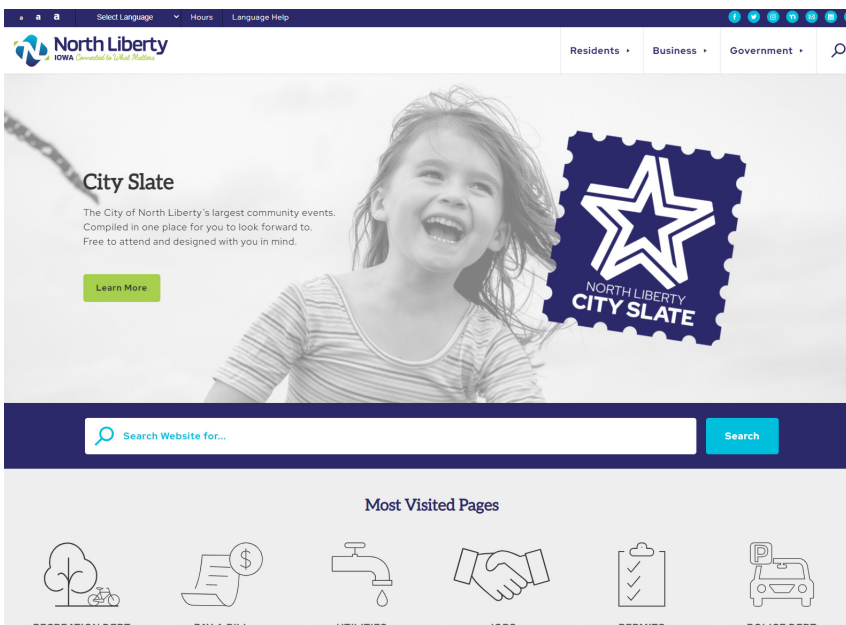


The City Slate made it easy to find the best things to do in North Liberty all year long. A dedicated page pictured at left, included the details of upcoming events, listed teasers for all that was in store and highlighted the slate of events' sponsors.

We linked to this page with easy-to-remember [northlibertyiowa.org/cityslate](http://northlibertyiowa.org/cityslate) throughout the year, including prominently on the City of North Liberty's homepage (lower left), email blasts, social media posts and elsewhere.

We also linked here in our print advertising (bottom right), an added benefit to our City Slate sponsors.

People quickly learned if they wanted to find something fun to do, they could find it right here.







## “Fun!”

Through late winter and early spring, the City Slate brought just that with indoor and outdoor events in all kinds of weather. And the community came out, with hundreds turning out for events in the snow, wind and sun.



## “So much fun!”

Pictured clockwise from upper right: Ice Fishing with TAKO, Snow Ball, Kites for Kids Festival, Free Comic Book Day, Bunny Clue Trail, Shed Hunt with TAKO, Bunny Clue Trail and Kites for Kids Festival.



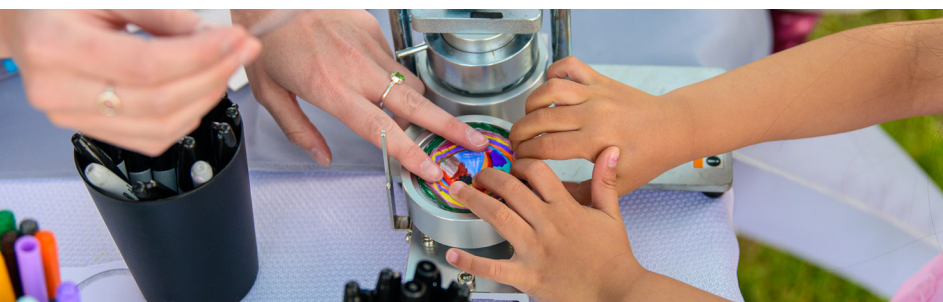




Let Love Fly was attended by 4,000 guests.

The event brought mega kites back to Centennial Park alongside local LGBTQ community groups, City Slate sponsors and others community members for a day of fun, community inclusion, pride and visibility.

Like most events on the City Slate, its wrap-up social media post, an example of which is below, was another chance to relive, celebrate the community fun and share the excitement.



**North Liberty City Government** · June 4 · 🌐

Today's weather was perfect for flying 200-foot mega kites above Centennial Park at Let Love Fly! Visitors took awe-inspiring selfies with the enormous airborne characters, made pronoun buttons with [North Liberty Library](#), got colorful with free temporary tattoos provided by GEICO Philanthropic foundation and airbrushing, played Plinko with [MidWestOne Bank](#) to win prizes, decorated the NLPD patrol car with colorful and glittery handprints, and met with LGBT community outreach groups including Liberty High PRISM, [United Action for Youth, LGBTQ Iowa Archives & Library](#), and [LSA of Eastern Iowa](#).

This event is part of the City Slate, a yearlong series of free events. For more information, visit <https://northlibertyiowa.org/cityslate>

219 🍷 📷 🗨️

👍 Like    💬 Comment    ➦ Share

**Sarah Keedy Kehoe**  
Beautiful day! Thanks for a great event!  
Like Reply Hide 12w

**Andra Gould**  
Great event!  
Like Reply Hide 12w

**Shannon Knipfer**  
So sad to have missed it, being out of town, looks like perfect weather and a great event! Proud of the Liberty Prism group representatives!! 🏳️‍🌈🧡💜💚💛💜💚💜💚💜  
Like Reply Hide 12w

**Think Iowa City**  
Awesome event and pictures!!  
Like Reply Hide 11w

**Red Wells**  
Looks like such a grand day in so many ways!!!  
Like Reply Hide 12w

**Patti McGee Glanz**  
I saw these as I drove into town today. How fun!  
Like Reply Hide 12w

**Megan Lipper**  
It was a wonderful event!  
Like Reply Hide 12w

**Scott Eric**  
Great event





We hosted 20 events and 10,000 attendees in May, June and July – not including Blues & BBQ.



From top right: Remarkable Rigs, Swimming with Mermaids, Children's Concert, Great American Campout, Ranshaw House Concert Series, Playground Crawl, Freedom Roll and Swimming Storytime.





136,000 emails to about 8,000 community members who received Know Before You Go emails promoting City Slate events. Each of 17 blasts sent to date had an open rate between 40 and 45%. Each email included details about the event, a thank you to sponsors, where to find more City Slate events and sponsor logos. An example is below.

On site near an event's focus, we had an A-frame including sponsor logos, an added benefit. Blues & BBQ had a banner highlighting sponsors.

As an added benefit, four digital signs prominently located in City Hall and the Community Center, featured the City Slate, including sponsor logos, in heavy rotation all year. Our digital bulletin board on cable TV also this promotion.



Share Tweet Forward

### KNOW Before You Go

Explore spring this Saturday with family events

Who to thank

This event is part of the [City Slate](#). The yearlong schedule of events is made possible by Adam Schechinger State Farm, Centro, Inc, The Eastern Iowa Airport - CID, GEICO Philanthropic Foundation, Hills Bank, MidWestOne Bank, Shive-Hattery, South Slope Cooperative, University of Iowa Hospitals & Clinics and Veridian Credit Union.

schedule at [northlibertyiowa.org/cityplate](http://northlibertyiowa.org/cityplate)

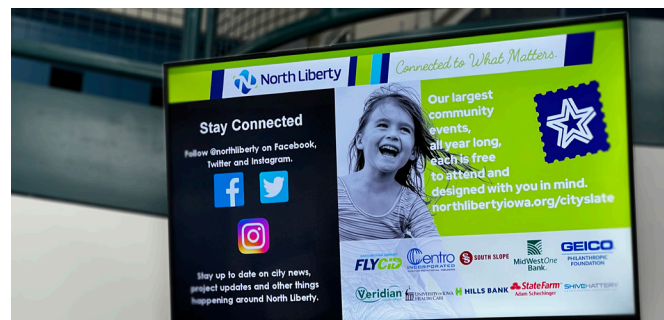
Stay Connected

Follow @northliberty on facebook, twitter and Instagram.

Stay up to date on city news, project updates and other things happening around North Liberty.

Connected to What Matters

Our largest community events, all year long, each is free to attend and designed with you in mind. [northlibertyiowa.org/cityplate](http://northlibertyiowa.org/cityplate)



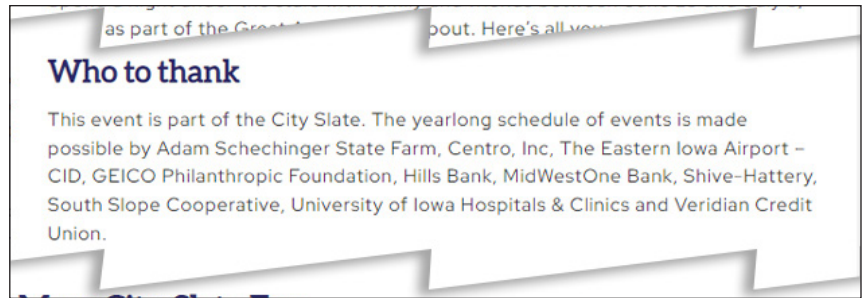
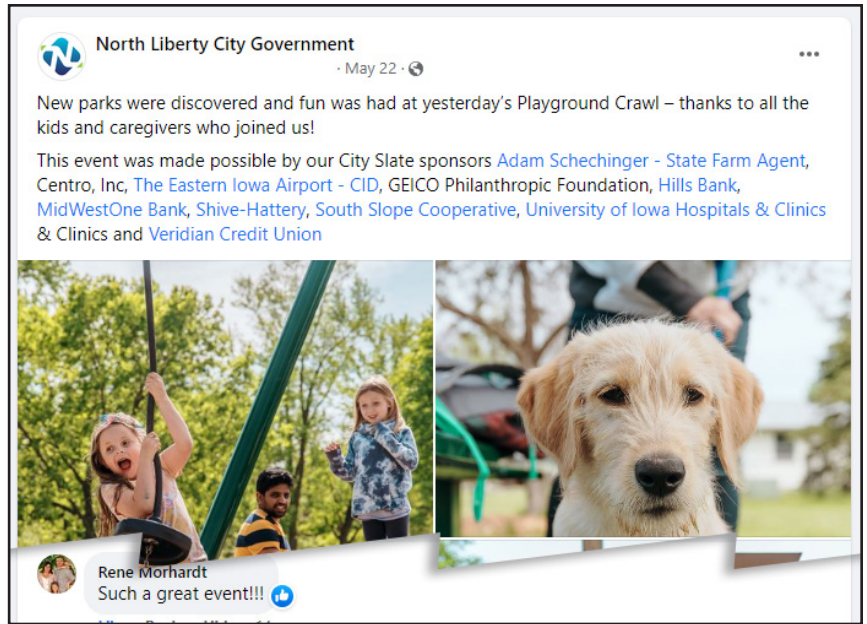


In about 80 Facebook posts before and after City Slate events, we tagged sponsors as we shared the excitement of each event. An example is at right.

A release with details about each event was published to the City of North Liberty's website, email subscribers and social media feeds a few weeks before it was held, each thanking our City Slate sponsors. An example is to the right.

Each City Slate event had at least one Facebook event, each one thanking our sponsors, published about a month in advance. An example is below.

We highlighted the City Slate, including in our seasonal Community Activity Guide, which lists a variety of Community Center classes and programs and is available online and in print. These guides included the logos of City Slate Sponsors. Examples are on the bottom right.

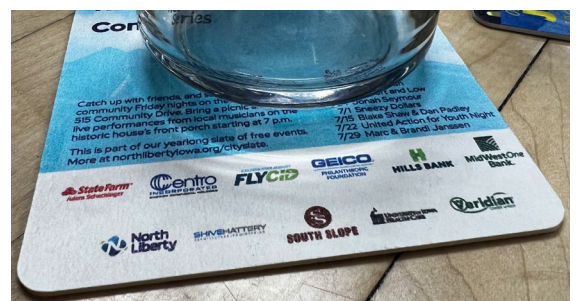






Sponsors were invited to participate at or offer giveaways at 20 events throughout the year.

As additional benefits, City Slate sponsors were included in a mailer to every household in June, a total of 7,800 North Liberty homes; in 40 radio ads on Z102.9 promoting summer events; and on 5,000 coasters placed at local bars and restaurants promoting the Ranshaw House Concert Series and Blues & BBQ.







Summer wouldn't be complete without Blues & BBQ, summer reading, pool parties and the Summer Send-Off, sure to be a new tradition.



From top left: Summer Send-off inflatables, kickball team, and fireworks; Tween Night at the Pool; Blues & BBQ; playing at the splash pad; a check for local non-profits earned by readers; and giant Jenga at Blues & BBQ.











TO: City Administrator, Ryan Heiar, and City Council  
FROM: Jennie Garner, Library Director  
DATE: Sept 6, 2022  
SUBJECT: Monthly Library Report

### **Library News**

September is Library Card Signup Month. Adults can complete library-related activities to earn small prizes during the month and we also offer free replacement cards (normally \$2 to recoup supply costs) all month.

From September 18-24, we celebrate Banned Books Week in libraries. With challenges to First Amendment rights occurring nationwide in libraries, it's even more vital this year that we raise awareness about the freedom to read. Providing access to information is a core library service. Literacy opens doors to engagement and learning about the world outside our own. I am currently the president-elect for the national Association for Rural and Small Libraries (ARSL) and had a hand in crafting the ARSL [Access to Information Statement](#). As Frederick Douglass said, "Once you learn to read, you will be forever free."

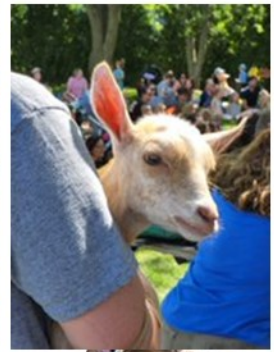
Did you know the library has four podcasts? The North Liberty [Library Podcasts](#) are available on SoundCloud and received a whopping 6254 listens in FY22.

- **Last Tuesday Book Talks** ([latest episode](#)) – featuring a couple of librarians talking about books that others might enjoy. Spoiler alert, sometimes they talk about plots and the ending.
- **Love, Light, & Lit** ([latest episode](#)) – a series of universal talks filled with information about libraries, literacy, health and wellness, business, parenting and families, and much more. (Facebook live version of Love, Light, & Lit is featured on Mondays).
- **Next Reads** ([latest episode](#)) – joins our host youth and teen services librarian, Erin, as she reads the first chapter of middle grade and young adult books. This podcast doesn't endorse specific authors but does support the freedom of speech and the freedom to read.
- **Storywalk** (due to copyright, past tracks are hidden and is only live when a book is on display) – Family Services Librarian, Emily, reads aloud the featured book in our Storywalk®.

Speaking of Storywalks, the library is excited to introduce our permanent storywalk, located on the north side of Liberty Centre and sponsored by Veridian Credit Union. We'd love to have you join us to celebrate the opening on **Wednesday, September 28th at 10:30am at Liberty Centre**. I am unfortunately traveling for a library event on that date, but library staff and board members will be there to represent!

It was a busy summer at the library! Scroll to check out some of the program fun.

- Hungry yet? Cook the book is a program where patrons select recipes from the same cookbook and bring in a dish to share and discuss.
- Goat storytime – need I say more?
- Freedom Ride and Little Miss Anne, a popular guest musician at the library.
- Creepy crawlies with the ISU Insect Zoom
- Swimming storytime – kiddos and their adults enjoyed reading and a free swim in this series







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

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

Date **September 1, 2022**

Re **Monthly Report**

---

We performed various building maintenance tasks as needed this month. I met with contractors regarding the Community Center roof project.

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

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

Our sports field maintenance team continues to provide weekly field maintenance.

Parks staff performed a monthly playground inspection.

The Penn Meadows splash pad continues to be popular and will remain open until cooler weather arrives. We clean and tidy the area daily.

We continue to mow and trim all our parks and grounds. We mowed and trimmed sections of the Ranshaw Way phase 5 construction area. It was starting to look untidy.

Our two landscaping crews continue to be very busy with weeding and watering this past month. We continue to water all new plants and trees daily as well as other landscaping areas that require more frequent watering.

Our forestry crew continues to remove dead and declining trees.

We had sections of concrete trail poly jacked to eliminate trip hazards.

Park staff installed 20 *Story Walk* display pedestals at Liberty Centre for the Library.

We continue to work on the new shed located near the Babe Ruth baseball field as time allows. Staff insulated, installed plywood, and painted the walls/ceiling. We installed a new irrigation and maintenance water line at the field along with a new meter and backflow preventer. We continue to make additional improvements to the field by grading and installing new sod on the infield. We removed the old backstop fencing in preparation for the new backstop that will be installed mid-October. As you can see, we are taking advantage of the down time on the field due to the ongoing Dubuque St. construction.

We installed new Park benches at various parks.

We graded and seeded the area around the tennis/pickleball courts.

Due to high user demand at the tennis/pickleball courts, we installed new signs to better define player rules and expectations. A huge thank you goes out to Michael Pentecost and his crew for making the new signs for us in a timely manner. We were able to address player concerns immediately.

Park staff stained the faded lettering on the Cornerstone Park monument sign.

We applied for a DNR Forestry grant to help replace trees that were damaged & lost during the August 2020 Derecho and the ongoing Emerald Ash borer infestation that's killing most ash trees. If awarded the grant, we will plant trees on Saturday September 24<sup>th</sup> or on Saturday October 8<sup>th</sup> as a weather backup date. Participation from the public will be welcomed.

I continue to attend progress meetings with City Staff & Shive Hattery. Dubuque Street project Phase 1, Ranshaw Way Phase 5, and the Centennial Park Event Complex Design Concept.

I attended programing & operational training for the new pedestrian tunnel aesthetic wall lighting.



Concrete lifting to eliminate trip hazards at Penn Meadows Park.



20 Library *Story Walk* display pedestals installed at Liberty Centre.





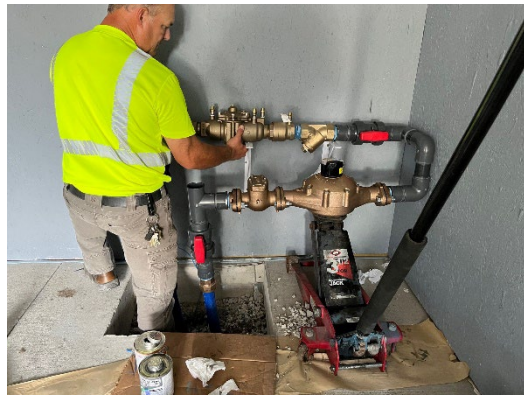
New shed painting at the Babe Ruth ball field.



Water line install at the Babe Ruth ball field.



Water line, back flow preventer and meter install at the Babe Ruth baseball field.



Babe Ruth baseball field improvements. The size of the infield had changed over the years so it was time to get everything back to regulation size.





Sod cutting at the Babe Ruth baseball field.



New sod installed at the Babe Ruth Baseball field.



New park bench installed at Fox Run Park.





Tennis/pickle ball court dirt grading and seeding.



Cornerstone Park monument sign faded letter staining.



New Tennis/Pickle Ball Court rules sign.



New pedestrian tunnel aesthetic wall lighting.



# North Liberty Police Monthly Report August 2022

## Training:

- Members attended monthly Canine, Bomb Squad, Tactical Team, and Dive team (64 hours)
- Two members attend quarterly Honor Guard Training (16 hours)
- Our combat medic instructor taught the joint tactical team emergent care and ran drills at a training (8 hours)
- The Community Outreach officer completed training at the JECC for a countywide Project Lifesavers opportunity. This is a countywide project to help track individuals that may wander off. Individuals will be referred to the program by their family member(s). (20 hours)
- One officer attended the Firearms Instructor Certification school and Open Site Rifle Instructor school at ILEA (80 hours)
- Two officers went to Glock armorer recertification in Moline, Illinois. (16 hours)
- Chief and Lt attended the US Supreme Court Legal update and impact on law enforcement by Daigle Law Firm. (4 hours)

|                                       |              |
|---------------------------------------|--------------|
| Traffic Contacts                      | 350          |
| Parking Contacts                      | 13           |
| Vehicle Inspections                   | 22           |
| Vehicle Unlocks                       | 21           |
| Crash Investigations                  | 23           |
| Public Assists                        | 431          |
| Assist other Agency                   | 139          |
| Crimes Against Persons Report         | 6            |
| Crimes Against Property Report        | 7            |
| Other Reports                         | 23           |
| Arrests                               | 22           |
| Warrants                              | 7            |
| Alcohol/Narcotics Charges             | 11           |
| Crimes Against Persons Charges        | 5            |
| Crimes Against Property Charges       | 0            |
| Other Charges                         | 19           |
| Animal Calls                          | 59           |
| Total Calls for Service               | 1909         |
| *Total Calls for Service for the year | <b>15118</b> |

## Public Relations:

- Officers stopped in at the parks for the Summer Send-Off celebration to interact and hand out stickers to the children.
- Cop on a Rooftop event took place at Dunkin Donuts. The proceeds go to the Special Olympics and several officers worked the event.





- Several NLPD officers participated in a kickball tournament for the Salute to Summer event. The team made it to third place overall.



- For the first couple of days of school, officers made sure they were visible at the pickup and drop off locations and at the bus stops.
- Several officers taught Active Shooter response drills to 5 area schools that requested the training.
- 5 child safety seat inspections were completed.
- One of our Honor Guard members went with the County team to Des Moines to post colors for the two Iowa Law Enforcement Academy graduations.

### **Equipment:**

- We have been experiencing several HVAC failures with both the hardware and software components of our system. This has resulted in several emergency service calls due to the weather being very hot and the air conditioning not working at all. Several quotes were collected to find a reliable service contractor to maintain and check the system quarterly.
- We received our virtual reality simulator and will have customized training from the manufacturer next month.

### **Enforcement/Crime:**

- In conjunction with other agencies, several officers worked special daytime and nighttime traffic enforcement projects to satisfy conditions of our Governor's Traffic Safety Bureau (GTSB) grant.

### **Department Admin:**

- We hosted and participated in interviews for the law enforcement mental health liaison position. Other participants included Coralville PD, Johnson County Sheriff, and CommUnity Health. There were four candidates who were chosen for interviews and a hiring decision should be made soon. The council approved the agreement to start this position.
- Our college interns finished up their summer intern projects.
- Chief attended several meetings for our area investigators, the Iowa Law Enforcement Council Meeting, local chief's meeting, and several Guidelink meetings.
- We continue to accept applications for the police officer position. We will be interviewing certified officers next month.
- Submitted the Federal and Treasury Audit Report for drug task force, forfeited funds (zero funds were received last year) to the Federal Government. We passed and are in compliance for another year.



To **Park & Recreation Commission Board Members**  
 CC **Mayor, City Council, City Administrator**  
 From **Shelly Simpson**  
 Date **August 29, 2022**  
 Re **Monthly Report – August 2022**

Summer is winding down, the last two weeks of summer camp and summer swim lesson sessions came to an end. This is usually a slower month with less programming as we see a decline in patrons due many families and staff taking summer vacations or trying to get ready for the start of the school year. August is a busy time for registration as enrollment for September-December programs begins, this is reflected monthly revenues totaling \$116,478.

**Recdesk Database:**

Reviewing our Recdesk database; we have 11,528 residents (63%) and 6,799 non-residents (37%) totaling 18,327 individuals. Increase of 312 from last month.

**Aqua Programs:**

Aqua classes continue to show a strong return in participation. This session had approximately 63 registered participants, plus daily drop-ins. Arthritis Aqua, Aqua Zumba, and Water Resistance continue to be the most popular. Ashley offered both a lifeguard and a junior lifeguard class and a first aid/CPR class. Aqua Program revenues totaled \$6,352.50

**Swim Lessons:**

Summer swim lessons ended as registration for the Fall session took place. Our ability to offer future swim lessons will be impacted by staff shortages that we have begun to encounter. Fall Swim lesson revenues totaled \$16,833.25

**Leagues/Sports:**

Supreme youth sport leagues, cooperative programs with Coralville and Tiffin began this month. Supreme Volleyball: Grades 3-4 has 67 participants; Grades 5-6 has 63 participants; totaling 130 participants registered through NL.

Supreme Flag Football: Grades 1-8 totaled 105 participants registering through NL.

Soccer Camp for boys & girls totaled 18 participants.

League fees this month totaled \$13,120.

**Recsters Summer Camp:** Our summer, all day supervision programs ended this month.

| Session | Recsters | JC | Knight Riders | Combined        |
|---------|----------|----|---------------|-----------------|
| Week 9  | 50       | 5  | 15            | 70 participants |
| Week 10 | 50       | 6  | 15            | 71 participants |

Due to changes in summer plans, refunds were offered and BASP was (-) \$220 loss.

**Classes/Programs:**

Fitness aerobic classes continue. We had approximately 16 registered participants, plus daily drop-ins. Body Blast, Body Sculpt, Cardio Pump, Senior CBS and Yoga continue to be mainstays. Tippi Toes Dance classes totaled 48 participants.

Senior Connections Lunches continued with 90 meals for the month. Along with the meal, we offer bingo or have speakers at these lunches.  
Classes/Programs revenue totaled \$27,217.

**Pools:**

Outdoor pool is open weekends only as school began and last day of season is Sept 4<sup>th</sup>.  
Indoor pool continues to be busy with lap swimmers, exercise class participants and open swim.  
This month, Season Pool Pass revenues totaled \$3,096; Daily Pool Fees totaled \$20,832; Pool Rentals totaled \$647 and Concessions revenues totaled \$7,827.

**Weight & Exercise Area / Track:**

Weight fee revenues totaled \$10,796; Split membership revenues totaled \$4,548.  
Active memberships for the month totaled 2,905.  
Point of sale transactions for month totaled 6,583.

**Gymnasiums:**

Gymnasium Rental revenues totaled \$538.

**Rentals:**

Community Center Rental revenues totaled \$2,918; Shelter rental revenues totaled \$365;  
Field Rental revenues totaled \$2,130

**Revenues:**

Revenues (August 1-28) totaled \$116,478.17

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



**Parks & Recreation Commission**  
**September 1, 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](https://northlibertyiowa.org/live), on Facebook at [facebook.com/northliberty](https://facebook.com/northliberty) or on YouTube at [youtube.com/c/northliberty](https://youtube.com/c/northliberty). Meetings are rebroadcast on cable and available on-demand on [northlibertyiowa.org](https://northlibertyiowa.org).

1. Call to Order
2. Approval of Minutes
  - a. August 4, 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, October 6, 2022, at 7:00pm.
7. Adjourn

# Revenue By Period - GL Account Summary

Start Date: **8/1/2022 12:00 AM** End Date: **8/28/2022 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> |
| <b>000 - Household Credit Account</b>                            |                  |             |              |                   |                 |                    |                  |                    |                    |              |                |              |
| <b>-591.38</b>   | <b>-591.38</b>   | 0.00        | 0.00         | 0.00              | 0.00            | 0.00               | 0.00             | 0.00               | 0.00               | 1,362.25     | 0.00           | -1,953.63    |
| <b>001-0000-4310-01 - Pool Rentals</b>                           |                  |             |              |                   |                 |                    |                  |                    |                    |              |                |              |
| <b>647.73</b>  | <b>617.05</b>    | 0.00        | 0.00         | 1,022.73          | 992.05          | 0.00               | 0.00             | 0.00               | 0.00               | 0.00         | -375.00        | 0.00         |
| <b>001-0000-4310-02 - Community Center Rentals (Room Rental)</b> |                  |             |              |                   |                 |                    |                  |                    |                    |              |                |              |
| <b>2,918.68</b>  | <b>2,852.51</b>  | 225.00      | 460.00       | 2,204.77          | 2,138.60        | 0.00               | 0.00             | 0.00               | 28.91              | 0.00         | 0.00           | 0.00         |
| <b>001-0000-4310-03 - Gymnasium Rentals</b>                      |                  |             |              |                   |                 |                    |                  |                    |                    |              |                |              |
| <b>538.59</b>  | <b>522.69</b>    | 0.00        | 0.00         | 530.00            | 514.10          | 0.00               | 0.00             | 0.00               | 8.59               | 0.00         | 0.00           | 0.00         |
| <b>001-0000-4310-04 - Shleter Rental</b>                         |                  |             |              |                   |                 |                    |                  |                    |                    |              |                |              |
| <b>365.00</b>  | <b>353.90</b>    | 0.00        | 0.00         | 370.00            | 358.90          | 0.00               | 0.00             | 0.00               | 0.00               | 0.00         | -5.00          | 0.00         |
| <b>001-0000-4310-05 - Field Rentals/Tennis Courts</b>            |                  |             |              |                   |                 |                    |                  |                    |                    |              |                |              |
| <b>2,197.50</b>  | <b>2,130.30</b>  | 0.00        | 157.50       | 2,240.00          | 2,172.80        | 0.00               | 0.00             | 0.00               | 0.00               | 0.00         | -200.00        | 0.00         |
| <b>001-0000-4500-10 - Weight Fees</b>                            |                  |             |              |                   |                 |                    |                  |                    |                    |              |                |              |
| <b>10,796.30</b>   | <b>10,553.37</b> | 2,204.25    | 472.00       | 8,107.80          | 7,864.87        | 0.00               | 0.00             | 0.00               | 195.25             | 0.00         | -183.00        | 0.00         |
| <b>001-0000-4500-11 - Class/Programs</b>                         |                  |             |              |                   |                 |                    |                  |                    |                    |              |                |              |
| <b>27,217.00</b>   | <b>26,390.68</b> | 953.75      | 45.00        | 27,276.87         | 26,450.55       | 0.00               | 0.00             | 0.00               | 523.38             | 0.00         | -1,582.00      | 0.00         |
| <b>001-0000-4500-12 - League Fees</b>                            |                  |             |              |                   |                 |                    |                  |                    |                    |              |                |              |
| <b>13,120.00</b>   | <b>12,730.42</b> | 465.00      | 375.00       | 12,725.00         | 12,335.42       | 0.00               | 0.00             | 0.00               | 280.00             | 0.00         | -725.00        | 0.00         |
| <b>001-0000-4500-13 - Before/After School</b>                    |                  |             |              |                   |                 |                    |                  |                    |                    |              |                |              |
| <b>-220.00</b>   | <b>-262.87</b>   | 0.00        | 0.00         | 1,429.00          | 1,386.13        | 0.00               | 0.00             | 0.00               | 181.00             | 0.00         | -1,830.00      | 0.00         |



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Start Date: **8/1/2022 12:00 AM** End Date: **8/28/2022 11:59 PM**

Payment Methods: **CA, CK, CC, IC, EC, CR**

User(s)/Cashier(s): **- All -**

|   |                   |           |          |           |           |      |      |        |          |          |                  |                  |
|---|-------------------|-----------|----------|-----------|-----------|------|------|--------|----------|----------|------------------|------------------|
| <b>001-0000-4500-19 - Season Pool Pass</b>        |                   |           |          |           |           |      |      |        |          |          |                  |                  |
| <b>3,096.00</b>                                   | <b>3,005.31</b>   | 42.00     | 76.00    | 3,023.00  | 2,932.31  | 0.00 | 0.00 | 0.00   | 225.00   | 0.00     | <b>-270.00</b>   | <b>0.00</b>      |
| <b>001-0000-4500-20 - Daily Pool Fees</b>         |                   |           |          |           |           |      |      |        |          |          |                  |                  |
| <b>20,832.00</b>                                  | <b>20,552.04</b>  | 10,012.00 | 1,492.00 | 9,332.00  | 9,052.04  | 0.00 | 0.00 | 0.00   | 0.00     | 0.00     | <b>-4.00</b>     | <b>0.00</b>      |
| <b>001-0000-4500-21 - Swim Lessons</b>            |                   |           |          |           |           |      |      |        |          |          |                  |                  |
| <b>16,833.25</b>                                  | <b>16,306.44</b>  | 390.00    | 0.00     | 17,421.00 | 16,894.19 | 0.00 | 0.00 | 0.00   | 126.00   | 0.00     | <b>-1,103.75</b> | <b>0.00</b>      |
| <b>001-0000-4500-22 - Aquatic Program/Classes</b> |                   |           |          |           |           |      |      |        |          |          |                  |                  |
| <b>6,352.50</b>                                   | <b>6,169.86</b>   | 116.00    | 0.00     | 6,028.00  | 5,845.36  | 0.00 | 0.00 | 0.00   | 362.50   | 0.00     | <b>-154.00</b>   | <b>0.00</b>      |
| <b>001-0000-4760 - Pool Concessions</b>           |                   |           |          |           |           |      |      |        |          |          |                  |                  |
| <b>7,827.00</b>                                   | <b>7,761.52</b>   | 5,667.25  | 0.00     | 2,159.75  | 2,094.27  | 0.00 | 0.00 | 0.00   | 0.00     | 0.00     | <b>0.00</b>      | <b>0.00</b>      |
| <b>NONE - Unassigned</b>                          |                   |           |          |           |           |      |      |        |          |          |                  |                  |
| <b>0.00</b>                                       | <b>0.00</b>       | 0.00      | 0.00     | 0.00      | 0.00      | 0.00 | 0.00 | 0.00   | 0.00     | 0.00     | <b>0.00</b>      | <b>0.00</b>      |
| <b>Split - Membership - Black &amp; Gold</b>      |                   |           |          |           |           |      |      |        |          |          |                  |                  |
| <b>4,548.00</b>                                   | <b>4,411.56</b>   | 0.00      | 0.00     | 4,548.00  | 4,411.56  | 0.00 | 0.00 | 0.00   | 0.00     | 0.00     | <b>0.00</b>      | <b>0.00</b>      |
| <b>116,478.17</b>                                 | <b>113,503.41</b> | 20,075.25 | 3,077.50 | 98,417.92 | 95,443.16 | 0.00 | 0.00 | \$0.00 | 1,930.63 | 1,362.25 | <b>-6,431.75</b> | <b>-1,953.63</b> |

\*\* Difference between GROSS and NET calculation is that NET uses CC (Net) value instead of CC (Gross) value

## Sales Tax

|                |              | DEBITS |       |            |          |             |           |             |             |       | CREDITS |             |
|----------------|--------------|--------|-------|------------|----------|-------------|-----------|-------------|-------------|-------|---------|-------------|
| <b>**Gross</b> | <b>**Net</b> | 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  |         | <b>0.00</b> |

\*\* Difference between GROSS and NET calculation is that NET uses CC (Net) value instead of CC (Gross) value

Dashboard Summary; August 2022:

Home
Recent Registrations
Recent Reservations
Recent Memberships
Recent Members
CRM+

Time Period: Last 30 Days

**Top 5 Programs - Registrations**

| Program                            | Registrations |
|------------------------------------|---------------|
| Breakfast With Santa               | ~95           |
| Rookie Basketball (Kindergart...)  | ~50           |
| Supreme Volleyball (5th-8th Gr...) | ~45           |
| Supreme Volleyball (5th-8th Gr...) | ~40           |
| Supreme Volleyball (5th-8th Gr...) | ~35           |

**Total Program Registrations** 1411

- Online 1160
- In-house (In Person) 251

**Total Receipts** \$129,119.55

- RecDesk Credit Card [\\$101,886.17](#)
- Cash [\\$22,225.25](#)
- Check [\\$3,077.50](#)
- Household Credit [\\$1,930.63](#)

Refunds [\\$6,548.75](#)

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**Invoices - Balance Due**

- Open: [\\$31,925.00](#)
- Overdue: [\\$4,217.50](#)

**Alerts & Notices**

**Top 5 Programs - Revenue**

| Program                            | Revenue  |
|------------------------------------|----------|
| Mens Basketball                    | ~\$3,500 |
| Supreme Basketball-1st-2nd Gr...   | ~\$2,500 |
| Supreme Volleyball (5th-8th Gr...) | ~\$2,000 |
| Supreme Volleyball (5th-8th Gr...) | ~\$1,800 |
| Supreme Volleyball (5th-8th Gr...) | ~\$1,500 |

Membership Counts; August 2022:

**Summary By Month**

|                         | Aug, 2022 |
|-------------------------|-----------|
| <b>New Primaries</b>    | 207       |
| <b>All New</b>          | 264       |
| <b>Primary Renewals</b> | 58        |
| <b>All Renewals</b>     | 85        |
| <b>Active Primaries</b> | 1946      |
| <b>All Active</b>       | 2905      |

Organization Activity; August 2022:

## Organization Activity

From 7/30/2022 to 8/29/2022

|                    | Registrations | Reservations | Memberships | Check-Ins | Profiles Created | POS Transactions |
|--------------------|---------------|--------------|-------------|-----------|------------------|------------------|
| All                | 1411          | 90           | 382         | 5425      | 438              | 6583             |
| Resident           | 1095          | 52           | 277         | 3901      | 280              |                  |
| Non-Resident       | 316           | 37           | 105         | 1524      | 158              |                  |
| No Residency Set   | 0             | 0            | 0           | 0         | 0                |                  |
| Demographics       |               |              |             |           |                  |                  |
| < 18               | 1018          | 1            | 111         | 1244      | 195              |                  |
| 18 - 65            | 141           | 85           | 210         | 2843      | 214              |                  |
| 65+                | 252           | 3            | 60          | 1334      | 28               |                  |
| Male               | 562           | 53           | 220         | 3469      | 189              |                  |
| Female             | 849           | 36           | 162         | 1952      | 249              |                  |
| Other Genders      | 0             | 0            | 0           | 4         | 0                |                  |
| Online vs In-House |               |              |             |           |                  |                  |
| Online             | 1160          | 0            | 20          | N/A       | 318              |                  |
| In-Person          | 251           | 89           | 362         | N/A       | 120              |                  |



To **Mayor and City Council**  
CC **City Administrator Ryan Heiar**  
From **Street Superintendent Michael Pentecost**  
Date **Sept 1, 2022**  
Re **Street Department Staff Monthly Report for August**

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

- Locating of City Utilities (384 job tickets) ongoing
  - a. This is a decrease of 12% from August 2021
- Continued animal control services (3 responses to animal issues)
- Cemetery plot locates (7 in total)
- Projects/Meetings
  - a. Ranshaw Way Phase 5
    - i. Project at 96% complete
    - ii. Pedestrian tunnel lighting tested and staff trained on
    - iii. Bi-weekly progress meetings continue
    - iv. Remaining items are final grade/seeding, planter edging, and final street paintings and markings
    - v. Expecting to have traffic controls removed mid to late September
  - b. Dubuque St
    - i. Project at 63% complete
    - ii. Abandoned water well discovered at animal clinic building area
      - 1. Well was properly filled, capped, and information filed with the county/DNR
    - iii. Weekly progress meetings held
    - iv. Finishing sidewalks and drive approaches currently so next phase work can continue
    - v. Expected completion of November timeframe
  - c. North Jones Blvd extension
    - i. Project at 41% complete
    - ii. City staff worked with contractor to take 2 lift stations offline while force main work was completed
    - iii. Weekly progress meetings held
    - iv. Expected completion and opening of road is early November at this time
  - d. Storm Water GPS Data gathering
    - i. Contractor continues data collection of the system
    - ii. 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
- First day of school preparations
  - a. All street painting completed
  - b. Each School Speed Zone LED sign programmed for specific location and schedule
  - c. Staff monitored and assisted first few days of vehicle and pedestrian traffic flow
  - d. Signage installed for pedestrian/school traffic for detour route for Penn Elementary School affected by Dubuque St project
- Construction Plan Review group meeting to discuss recent submittals
- Street sign repairs and replacement
- Staff conducted monthly safety inspections for all street equipment and buildings
- Annual fire alarm and sprinkler units tested at main Streets Dept. facility
- Staff conducted monthly warning siren testing in all 8 locations
- Service and maintenance of various equipment
- Johnson County Emergency Management requested delivery of semi refrigerator trailer to Iowa City VA Hospital because of failure of their on-site unit
  - a. Street staff delivered and returned to public works site
- Staff continued working on mapping City fiber and electric structures to new GPS/GIS system
- Street Repairs
  - a. 240<sup>th</sup> St resurfaced west of Alexander Way to Goose Lake Subdivision
  - b. Cold patching of various pothole locations
  - c. Street sweeping of roads with high volume routes and typical debris areas
- Street painting
  - a. Staff completed annual painting of city stop bars, traffic lane markings, crosswalks, and symbols
  - b. Staff painted FD and PD building site parking
- Traffic Signals
  - a. Replacement of detection pods in various signal-controlled locations
- Storm Sewer
  - a. Additional repairs of structures and restoration completed
  - b. Heritage Dr area streambank restoration meeting with utility companies, Shive, and City staff to identify conflicts
- Sanitary Sewer
  - a. Routine cleaning, inspection, jetting, vaccing, and maintenance
  - b. Sewer backup on Salm Dr
    - i. Staff responded to site, determined main line plugged and opened the main

- ii. Plug was caused by disposal of contractor towels down in the sanitary sewer system
  - iii. All of the subdivision lines were inspected and cleaned to help prevent any further issues
- Chemical treatment continues at Herky St lift station for H<sub>2</sub>S gases
- Training
  - a. Staff completed training of General Office Ergonomics (by Target Solutions)

**\*\*The City of North Liberty Street Department would like to wish Jordon Siddell best of luck as he embarks on his next position as an Iowa City Fire Fighter. Jordon worked with us for almost 5 years and was a valuable team member of our department. Fire fighting has been his passion for a longtime and we would like to thank him for his service making the city a quality place to be.\*\***



To **City Council, Mayor and City Administrator**  
From **Drew Lammers**  
Date **Sept 1, 2022**  
Re **August 2022 Water Pollution Control Plant (WPCP) Report**

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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 Hearing Protection. Staff completed target solutions online training as well as reviewed safety training topics as a group. Annual inspections and testing of our facility Fire alarm system has also been completed.
3. Staff pulled 2 different anoxic return mixer/pumps due to electrical ground faults. We have been working with the motor shop and the equipment manufacture to identify all possible causes of failures and supply repair parts. We are also looking at having parts locally machined to save cost and provide better material options.
4. North Liberty WPCP participated in a Nutrient Optimization Tour of Iowa. Dr. Craig Just (University of Iowa Research Park), IDNR, and Plant Operators teamed up with Grant Weaver to visit several treatment facilities across Iowa and work through treatment logistics to see if operators could optimize biological nutrient reduction with operational changes. Grant Weaver is an expert in biological nutrient treatment. We did a case study of our MBR plant last year during his webinar treatment series.

We offered North Liberty MBR as one of the tours across Iowa, so all parties visited our treatment facility and discussed details of our biological nutrient treatment. WPCP staff was able to provide lab data to show very exceptional nutrient treatment. Several treatment theories and ideas were discussed which gave operators ideas for ongoing optimization. North Liberty operations staff also attended tours of 2 SBR treatment facilities for nutrient optimization ideas and discussion.

5. Lab Staff received acceptable results for all parameters tested for annual DMR-QA. Results were forwarded to IDNR for annual State Proficiency Testing compliance.
6. The UV disinfection system was placed in service for testing and maintenance. Additional disinfection is not required due to high quality effluent discharged by the MBR system. The UV is only operated for testing or possible emergencies. It is part of the 1998 SBR system so many of the parts are obsolete but the UV system remains partially functional for its intended purpose.

Drew Lammers - WPCP Superintendent



To **North Liberty Mayor and City Council Members**  
CC **City Administrator Ryan Heiar**  
From **Water Superintendent Greg Metternich**  
Date **September 7, 2022**  
Re **Monthly Report – August 2022**

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In the month of August, we treated a total of 41,278,000 gallons of water, our average daily flow was 1,332,000 gallons, and our maximum daily flow was 1,614,000 gallons. The total amount of water used in the distribution system was 9.7% lower than August 2021.

We have had a busy month with 9,076 accounts read, 53 re-reads, 388 service orders, 72 shut-offs, 63 re-connects for water service, 265 shut-off notices delivered, 10 new meter set inspections, 16-meter change outs, 29 MIU change outs, assisted 23 customers with data logging information, 70 calls for service, and 15 after hour or emergency calls. Our monthly total service work averaged 41 service orders per day.

We finished another round of Lead and Copper sampling last month. Our new operating permit has us on reduced monitoring and collecting 30 samples every three years. The results for 2022 are all lower than in 2019, and lower than we have ever seen. All Lead samples came in as “non-Detect” meaning they were lower than could be detected at the lab, and the Copper levels ranged from <0.00 mg/L to 0.06 mg/L, the “Action Level” for copper is 1.3 mg/L. These samples show that the treatment process is working very well, and our drinking water is stable not corrosive or aggressive.

Maintenance staff changed all 210 cartridge filters at the treatment plant and finished our annual generator maintenance. The Booster Station generator was found to have an issue with the throttle control, it’s run by an electronic servo. The new servo was in stock and is being shipped.

Staff spent a great deal of time last month working with contractors on both the Jones Blvd. and Dubuque Street projects, both required water main shutdowns, flushing, and collection of water samples.

The Water Department hosted the Neighborhood Ambassador meeting last month with a tour of the facility following the meeting. We had a good turnout and lots of good questions. I had one ambassador email about scheduling a tour for their neighborhood in the future.

Staff continues to work on our Lead and Copper inventory (added 74 services to the list), and surveying curb stops to add to our GIS Mapping (229 curb stops last month) (6,880 total).

Water Superintendent  
Greg Metternich





## Board Meeting Minutes – August 4, 2022

Attending: Richard Grugin, Amy Chen, Jamie Gade, Jeremy Parrish,

Absent: Shelly Simpson, Gwen Johnson, Shannon Greene, Kevin Stibal

Others Present: Brian Motley, Tim Hamer, Guy Goldsmith

1. Call to Order
  - a. Richard Grugin
2. Approval of Minutes
  - a. July 7, 2022
  - b. Motion: Jeremy Parrish
  - c. Second: Amy Chen
3. Reports
  - a. Parks Report
    - i. Building maintenance and equipment maintenance for mowing and landscaping
    - ii. Picking up trash receptacles daily
    - iii. Babe Ruth renovation on infield currently
    - iv. Penn Meadows Splash Pad will be open after Labor Day until weather holds
    - v. Mowing and trimming ongoing, mostly weed trimming
      1. Weed trimmed construction site
    - vi. Landscaping crew is weeding and watering landscape
      1. Liberty center west wall grass maintenance
    - vii. Forestry crew removing dead and declining trees
    - viii. New playground safety surface to Centennial park's climbing wall area
    - ix. Removed tree stumps by pickle ball courts (used to be Spruce trees), filled in with dirt
    - x. Fixed cracks at Penn Meadows concession stand area. Will help with freeze-thaw during winter.
    - xi. Working with Shive-Hattery on designs for Centennial Park. Applying for Destination Iowa grant.
    - xii. IT director, Chris Nelson, has been collaborating with staff on intranet
    - xiii. Discussed emerald ash borer and storm water issues
    - xiv. Storage shed in Babe Ruth ball field – insulation, heating in, needs siding.
    - xv. IAMU staff bucket truck training with staff and personal protection, ladder safety trainings
    - xvi. Blues and BBQ – successful event with a lot of attendance (approx. 20,000 people)
    - xvii. Fountain at Liberty park got a new pump and is working
    - xviii. Library had permanent story walk boards installed at Liberty Center so one page of a book will be at each board
    - xix. August 20<sup>th</sup> Fireworks happening
    - xx. Centennial Park Splash Pad estimated to be done in about 2 years depending on grant and fundraising
      1. Planning on having restrooms by splash pad
      2. Shade covers are planned to be by splash pad
    - xxi. Tree Program for households possibility if grants would cover it (one grant may allow this, due September 1<sup>st</sup>)
  - b. Recreation/Pool Report
    - i. Started process for quotes for new cardio equipment

1. Oldest equipment is from 2017
      2. Yearly thing done to keep equipment nice
    - ii. Roof will begin this month
    - iii. Pool heater having issues and will be getting a new part. Some classes were cancelled due to cold water.
    - iv. Registration for rec programs. Swim lessons filled up fast.
    - v. Programming for summer winding down.
    - vi. Pool open until Sunday before Labor Day.
      1. Pool has been well staffed.
      2. Large pail feature has been fixed. Water was getting into electrical and fried motors to pail.
      3. Water clarifier added to water to stop cloudiness.
  - c. Questions, Concerns, Updates
4. New Business
    - a. None
  5. Old Business
    - a. None
  6. Next Meeting
    - a. Thursday, September 1, 2022 at 7:00pm
  7. Adjourn
    - a. Motion: Amy Chen
    - b. Second: Jeremy Parrish