



**North Liberty City Council
Regular Session
September 27, 2022**



City Administrator Memo



To **Mayor and City Council**
From **Ryan Heiar, City Administrator**
Date **September 23, 2022**
Re **City Council Agenda September 27, 2022**

Consent Agenda

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

- City Council Minutes (09/13/22)
- Claims
- Liquor License Renewals
 - Sobremesa
 - Mirabito's
- Change Order #2, Dubuque Street Project, Phase 1, All American Concrete, Inc., \$16,713.02
- Pay Application #6, Dubuque Street Project, Phase 1, All American Concrete, Inc., \$188,599.88
- Pay Application #22, Ranshaw Way Phase 5, Peterson Contractors, Inc., \$37,742.32

Meetings & Events

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

Monday, Oct 3 at 6:00p.m.
Communications Commission

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

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

Tuesday, Oct 11 at 6:30p.m.
City Council

City Hall Project

At its previous meeting, the City Council awarded the bid for the City Hall Project to City Construction. The resolution included award of the base bid, Alternates 1, 2, 3b and a unit price for over excavation of soil, totaling \$9,389,509. As a result, staff is recommending the City Council proceed with action that will allow the City to borrow an additional \$500k for the City Hall project. The agenda includes a resolution setting a date for a public hearing to borrow the additional funds. Included in the packet for reference is the August 31 memo discussing the project bids and potential funding sources.

Also on the agenda are two easements from the ownership group of Red's Alehouse, also known as Slugs2 L.L.C. One easement is temporary for construction purposes and the other is a permanent landscape easement that will allow the City to maintain parking lot landscaping on a small part of Red's Alehouse lot. Staff recommends approval of both easements.

CDBG Owner Occupied Rehabilitation Project

In 2021, the City was awarded just over \$200k in Community Development Block Grant funds to assist in rehabilitating five homes in North Liberty. The City has partnered with ECIGOC to administer the grant program. The agenda includes two contracts with Kirvan

Enterprises LLC and two separate homeowners, one on Heritage Drive and the other on Juniper Court, for rehabilitation of the respective homes. City and ECICOG staff recommend approval of the contracts.

Solomon's Landing Rezoning, Third & Final 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 27, 2022

6:30 p.m.

Regular Session

Council Chambers

1 Quail Creek Circle

1. Call to order
2. Roll call
3. Approval of the Agenda
4. Consent Agenda
 - A. City Council Minutes, Regular Session, September 13, 2022
 - B. Claims
 - C. Liquor License Renewal, Sobremesa
 - D. Liquor License Renewal, Mirabito's
 - E. Dubuque Street Phase 1 Project, All American Concrete, Inc., Change Order Number 2, \$16,71302
 - F. Dubuque Street Phase 1 Project, All American Concrete, Inc., Pay Application Number 6, \$188,599.88
 - G. Ranshaw Way Phase 5 Improvements, Peterson Contractors, Inc., Pay Application Number 22, \$37,742.32
5. Public Comment
6. Engineer Report
7. City Administrator Report
8. Mayor Report
 - A. Proclamation of Domestic Violence Awareness Month
9. Council Reports
10. City Hall Project
 - A. Resolution Number 2022-100, A resolution setting the date for a public hearing on proposal to enter into a General Obligation Municipal Building Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$500,000

- B. Resolution Number 2022-101, A Resolution approving the Permanent Landscape Easement Agreement between Slugs2, L.L.C. and the City of North Liberty
 - C. Resolution Number 2022-102, A Resolution approving the Temporary Construction Easement Agreement between Slugs2, L.L.C. and the City of North Liberty
- 11. Owner Occupied Rehabilitation Project
 - A. Resolution Number 2022-103, A Resolution approving the Rehabilitation Contracts and associated documents between owners, the rehabilitation contractor and the City of North Liberty
- 12. Emory Place Rezoning
 - A. Third consideration and adoption 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
- 13. Old Business
 - 14. New Business
 - 15. Adjournment



Consent Agenda



City Council
September 13, 2022
Regular Session

Call to order

Mayor Chris Hoffman called the September 13, 2022, Regular Session of the North Liberty City Council to order at 6:30 p.m. in the Council Chambers. Councilors present: Ashley Bermel, RaQuishia Harrington, Erik Sittig, Brent Smith and Brian Wayson.

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

Approval of the Agenda

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

Consent Agenda

Harrington moved, Sittig seconded to approve the Consent Agenda including the City Council Minutes from the Regular and Work Sessions on August 23, 2022; the attached list of claims Liquor License Application, Wedding, September 16-20, 2022; Ranshaw Way Phase 5 Improvements Project, Pay Application Number 21, Peterson Contractors, Inc., \$159,968.14; Jones Boulevard Improvements Project, Change Order Number 2, Schrader Excavating and Grading, \$12,514.93; Jones Boulevard Improvements Project, Pay Application Number 4, Schrader Excavating and Grading, \$478,214.06; and Community Center Roof Replacement Project, T & K Roofing Co., Pay Application Number 1, \$324,187.50. The vote was all ayes. Consent Agenda approved.

Public Comment

No public comment was offered.

City Engineer Report

City Engineer Trom reported that Ranshaw Phase 5 is getting close to completion. Pavement marking and landscaping will happen this week. The Dubuque Street Phase 1 Project contractor has opened the intersection of Front and N. Dubuque Street. The contractor is behind schedule. City Hall bids will be discussed tonight. The Jones Boulevard Project is progressing well and should be done ahead of schedule. The Community Center Roof Project membrane has arrived. The contractor has started work. Council discussed the report with Trom.

City Administrator Report

City Administrator Heiar highlighted Department Head reports.

Mayor Report

Mayor Hoffman proclaimed Welcoming Week in North Liberty. He reported that the Library will be celebrating Banned Books Week next week. Library Director Garner is the President Elect for the

rural and small libraries organization. The Library is dedicating the story walk at Liberty Centre. The Parks Department is planting trees throughout the community. He attended the League of Women Voters – Johnson County Fall reception. He is volunteering at Houses into Homes Comfort Food Cook Out on 9/25 at Green State from 2 – 6 p.m.

Council Reports

No Council reports were offered.

City Hall Project

Staff and Council discussed the bids received. Harrington moved, Bermel seconded to approve Resolution Number 2022-95, A Resolution accepting the bid and authorizing execution of the contract for the City Hall Project, North Liberty, Iowa. Smith moved, Bermel seconded to add \$52 per cubic yard for over excavation to the resolution. After discussion, the vote on the amendment was: ayes – Sittig, Smith, Wayson, Harrington, Bermel; nays – none. Motion carried. After discussion, the vote on the original motion was: ayes – Bermel, Sittig, Smith, Wayson, Harrington; nays – none. Motion carried.

Solomon's Landing

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

Smith moved, Sittig seconded to approve Resolution Number 2022-97, A Resolution approving the Developer's Agreement for Solomon's Landing, Part One, North Liberty, Iowa. The vote was: ayes- Harrington, Wayson, Sittig, Bermel, Smith; nays – none. Motion carried.

LIHWAP Agreement

Harrington moved, Bermel seconded to approve 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. The vote was: ayes -Wayson, Bermel, Sittig, Harrington, Smith; nays – none. Motion carried.

Assessments

Bermel moved, Harrington seconded to approve Resolution Number 2022-99, A Resolution assessing delinquent amounts owed to the City of North Liberty, Iowa to individual property taxes. The vote was: ayes – Smith, Wayson, Bermel, Harrington, Sittig; nays -none. Motion carried.

Emory Place Rezoning

Wayson moved, Bermel seconded to approve the 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. The vote was: ayes – Smith, Wayson, Bermel, Harrington, Sittig; nays – none. Motion carried.

Old Business

No old business was presented.

New Business

Councilor Harrington reported that the North Liberty Community Pantry event is Wednesday, September 14 from 5:30 – 7:30 pm.

Adjournment

Harrington moved, Wayson seconded to adjourn at 7:15 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		
M & V Enterprises LLC	Sobremesa Mexican Restaurant	(563) 506-5458		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
555 965 Highway South Suite E		North Liberty	Johnson	52317
MAILING ADDRESS	CITY	STATE	ZIP	
555 965 Highway South Suite E	North Liberty	Iowa	52317	

Contact Person

NAME	PHONE	EMAIL
Oswaldo Mendoza	(563) 506-5458	mendozao1984@msn.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0046634	Class C Liquor License	12 Month	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
Sep 30, 2022	Sep 29, 2023	

SUB-PERMITS

Class C Liquor License



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Sunday Service

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Oswaldo Mendoza	Muscatine	Iowa	52761	President	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

Society Insurance

POLICY EFFECTIVE DATE

Sep 30, 2022

POLICY EXPIRATION DATE

Sep 30, 2023

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



North Liberty Police Department

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

September 13, 2022

Liquor License Check

Business: Sobremesa Mexican Restaurant
555 Hwy 965 Ste E
North Liberty, IA 52317

Owners: Osvaldo Mendoza (DOB: 07/1961)

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

I recommend the license be granted.

This record check was conducted by Sergeant Mitch Seymour.





State of Iowa ABD approval statement from the following county department

Legal Name of Applicant: _____

Name of Business (DBA): _____

Address of Business: _____

Business Phone: _____

Email: _____


State of Iowa ABD License #: _____

Johnson County Health Department:

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

Name: _____

Title: _____ **Date:** _____

Signature:  _____



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Topwop Inc.	Mirabito's Italian	(319) 459-1342		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
40 Sugar Creek Lane Unit 1		North Liberty	Johnson	52317
MAILING ADDRESS	CITY	STATE	ZIP	
40 Sugar Creek Lane Unit 1	North Liberty	Iowa	52317	

Contact Person

NAME	PHONE	EMAIL
Gregg Mirabito	(319) 459-1342	mirabitositalian@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
BW0094637	Special Class C Liquor License	12 Month	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
Oct 1, 2022	Sep 30, 2023	

SUB-PERMITS

Special Class C Liquor License

PRIVILEGES



Status of Business

BUSINESS TYPE

Privately Held Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Terri Mirabito	North Liberty	Iowa	52317	Treasurer	50.00	Yes
Gregg Mirabito	NorthLibery	Iowa	52317	President	50.00	Yes

Insurance Company Information

INSURANCE COMPANY

Illinois Casualty Co

POLICY EFFECTIVE DATE

Oct 1, 2022

POLICY EXPIRATION DATE

Sep 30, 2023

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



North Liberty Police Department

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

September 13, 2022

Liquor License Check

Business: Mirabito's Italian Restaurant
40 Sugar Creek Lane
North Liberty, IA 52317

Owners:

1. Gregg Mirabito (DOB: 1964)
2. Terri Mirabito (DOB: 1964)

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

I recommend the license be granted.

This record check was conducted by Sergeant Mitch Seymour.





State of Iowa ABD approval statement from the following county department

Legal Name of Applicant: _____

Name of Business (DBA): _____

Address of Business: _____

Business Phone: _____

Email: _____


State of Iowa ABD License #: _____

Johnson County Health Department:

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

Name: _____

Title: _____ **Date:** _____

Signature:  _____

North Liberty Fire Department



Occupancy: **Mirabito's Italian Restaurant**
Occupancy ID: **SUBW01**
Address: **40 Sugar Creek LN Apt/Suite #Suite #1**
North Liberty IA 52317

Inspection Type: **Liquor License Inspection**

Inspection Date: **9/22/2022** By: **Hardin, Bryan E (01-1022)**

Time In: **14:06** Time Out: **14:35**

Authorized Date: **09/22/2022** By: **Hardin, Bryan E (01-1022)**

Next Inspection Date: **No Inspection Scheduled**

Form: General Fire
Inspection Checklist 1.3

Inspection Description:

ORDER TO COMPLY:

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

Inspection Topics:

Electrical Rooms / Electrical Wiring

Electrical Panels - Breakers Labeled

605.3.1 Labeling. The disconnecting means for each service, feeder or branch circuit originating on a switchboard or panelboard shall be legibly and durably marked to

Status: FAIL

Notes: Label electrical circuit breakers to the applicable circuit they serve.



Additional Time Spent on Inspection:

Category	Start Date / Time	End Date / Time
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Notes: No Additional time recorded

Total Additional Time: 0 minutes

Inspection Time: 29 minutes

Total Time: 29 minutes

Summary:

Overall Result: Correction Notice Issued

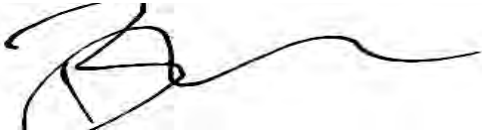
Inspector Notes:

Closing Notes:

Above is the results of your Fire Inspection conducted by the North Liberty Fire Department Department. If you have any questions, please feel free to contact Fire Marshal Bryan Hardin at (319) 626-5709. If you had any violations, please reply back when all corrections are made so we may close out your inspection. Thank you for your time and attention.

Inspector:

Name: Hardin, Bryan E
Rank: Assistant Chief
Work Phone(s): 319-626-5709
Email(s): bhardin@northlibertyiowa.org
Hardin, Bryan E:



Signed on: 09/22/2022 14:24

Signature

Date

Representative Signature:

Signature of: Terri mirabito on 09/22/2022 14:25



Signature

Date

Date of Issuance:	Effective Date: 9/27/22
Owner: City of North Liberty	Owner's Contract No.: N/A
Contractor: All American Concrete, Inc.	Contractor's Project No.: N/A
Engineer: Shive-Hattery, Inc.	Engineer's Project No.: 1201070
Project: Dubuque Street Phase 1	Contract Name: -



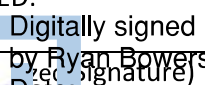
The Contract is modified as follows upon execution of this Change Order:

Description:

- 1) As described in ITC 14, a City fiber handhole required adjustment to the new finished grade near Frog Hollow. **1 LS at \$1,042.48**
- 2) As described in ITC 16, additional electrical work is necessary in Penn Meadows park to replace a damaged electrical line and replace the service disconnect in the Babe Ruth ballfield building. **1 LS at \$15,670.54**

Attachments: *AACI COR 06, COR 07*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: <u>\$ 2,341,680.00</u>	Original Contract Times: Substantial Completion: <u>120 Working Days</u> Ready for Final Payment: <u>20 Working Days</u>
Increase from previously approved Change Order No.:(n/a) <u>\$46,079.91</u>	Increase from previously approved Change Orders: Substantial Completion: <u>N/A</u> Ready for Final Payment: _____
Contract Price prior to this Change Order: <u>\$2,387,759.91</u>	Contract Times prior to this Change Order: Substantial Completion: <u>120 Working Days</u> Ready for Final Payment: <u>20 Working Days</u>
Increase of this Change Order: <u>\$16,713.02</u>	Increase of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u>
Contract Price incorporating this Change Order: <u>\$2,404,472.93</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>120 Working Days</u> Ready for Final Payment: <u>20 Working Days</u>

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u></u>	By: _____	By: _____	By: <u></u>	By: <u></u>	By: _____
Title: <u>Project Engineer</u>	Title: <u>Owner (Authorized Signature)</u>	Title: _____	Title: _____	Title: _____	Title: _____
Date: <u>9/21/22</u>	Date: _____	Date: _____	Date: _____	Date: <u>2022.09.21</u>	Date: <u>10:23:39-05'00'</u>

PAYMENT APPLICATION

TO: City of North Liberty, Iowa 3 Quail Creek Circle North Liberty, Iowa 52317 Attn:	PROJECT NAME AND LOCATION: Dubuque St. Phase 1--N.Liberty Dubuque Street Phase 1 North Liberty, Iowa 52317	APPLICATION # 6 PERIOD THRU: 09/19/2022 PROJECT #s: DATE OF CONTRACT: 01/27/2022	Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> <input type="checkbox"/>
FROM: All American Concrete, Inc. 1489 Highway 6 West Liberty, IA. 52776	ARCHITECT: Shive Hattery, Inc. 2839 Northgate Drive Iowa City, Iowa 52245		
FOR: Dubuque St. Phase 1			

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

1. CONTRACT AMOUNT	\$2,341,680.00
2. SUM OF ALL CHANGE ORDERS	\$55,211.93
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$2,396,891.93
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$1,620,245.10
5. RETAINAGE:	
a. 5.00% of Completed Work (Columns D + E on Continuation Page)	\$78,759.67
b. 5.00% of Material Stored (Column F on Continuation Page)	\$2,252.59
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$81,012.26
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$1,539,232.84
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$1,350,632.96
8. PAYMENT DUE	\$188,599.88
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$857,659.09

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$38,498.91	\$0.00
Total approved this month	\$16,713.02	\$0.00
TOTALS	\$55,211.93	\$0.00
NET CHANGES	\$55,211.93	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: All American Concrete, Inc.

By: Jodi Simon Date: 9-21-22
Jodi Simon

State of: Iowa

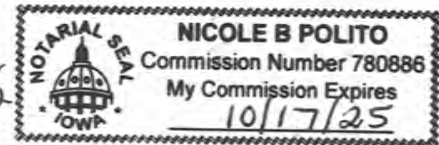
County of: Muscatine

Subscribed and sworn to before

me this 21st day of September 2022

Notary Public: Nicole Polito

My Commission Expires: 10/17/25



ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT..... \$188,599.88

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT: [Signature] Date: 9/21/2022

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:	City of North Liberty 3 Quail Creek Circle P.O. Box 77 North Liberty, Iowa 52317	PROJECT:	Ranshaw Way Phase 5 Improvements STP-U-5557(622)-70-52	APPLICATION NO:	22	Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> ENGINEER
FROM				PERIOD TO:	9/17/22	
CONTRACTOR:	Peterson Contractors, Inc. 104 Blackhawk Street, P.O. Box A Reinbeck, Iowa 50669	VIA ENGINEER:	Shive-Hattery, Inc. 2839 Northgate Drive Iowa City, Iowa 52245	PROJECT NO.:	STP-U-5557(622)-70-52	
				CONTRACT ID:	52-5557-622	
				LETTING DATE:	4/20/21	

CONTRACT FOR: Ranshaw Way Phase 5 Improvements

CONTRACTOR'S APPLICATION FOR PAYMENT

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

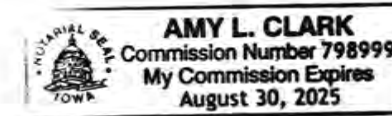
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

1. ORIGINAL CONTRACT SUM	\$	<u>7,882,878.58</u>
2. Net Change by Change Orders	\$	<u>193,770.63</u>
3. CONTRACT SUM TO DATE	\$	<u>8,076,649.21</u>
4. TOTAL COMPLETED & STORED TO DATE	\$	<u>7,917,999.55</u>
5. RETAINAGE 3 % of Completed Work & Stored Material	\$	<u>30,000.00</u>
6. TOTAL EARNED LESS RETAINAGE	\$	<u>7,887,999.55</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	<u>7,850,257.24</u>
8. CURRENT PAYMENT DUE	\$	<u>37,742.32</u>

CONTRACTOR: Peterson Contractors, Inc.
By: [Signature] Date: 9-21-22

State of: Iowa
County of: Crawford
Subscribed and sworn to before me this 21st day of September 2022

Notary Public: [Signature]
My Commission expires: 8-30-25



9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 188,649.66
(This amount will decrease, as Change Orders do not yet reflect items deleted or decreased in quantity - see summary sheet for est. final totals)

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED

(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.)

ENGINEER: [Signature]
By: _____ Date: **09 / 21 / 2022**

\$ **37,742.32**

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	\$ -	\$ -
TOTALS	\$ 534,565.25	\$ 340,794.62
NET CHANGES by Change Order	\$ 193,770.63	\$ -

Peterson Contractors, Inc.
 104 Blackhawk Street, P.O. Box A
 Reinbeck, Iowa 50669

Ranshaw Way Phase 5 Improvements
 City of North Liberty

Date: 9/17/2022
 Pay Request #: 22

Line No	Item Description	Contract			Completed This Month		Completed To Date		
		Quantity	Unit	Price	Amount	Unit	Amount	Unit	Amount
1	CLEARING AND GRUBBING	737.00	UNIT	85.00	62,645.00	-	-	815.40	69,309.00
2	SPECIAL BACKFILL, IOWA DOT GRAD. NO. 21, WASHED	45.00	TON	47.00	2,115.00	-	-	60.21	2,829.87
3	SPECIAL BACKFILL, IOWA DOT GRAD. NO. 3, WASHED	250.00	TON	60.00	15,000.00	-	-	382.86	22,971.60
4	EMBANKMENT-IN-PLACE	4,560.00	CY	14.35	65,436.00	-	-	4,560.00	65,436.00
5	EXCAVATION, CLASS 10, ROADWAY AND BORROW	17,690.00	CY	7.25	128,252.50	-	-	17,690.00	128,252.50
6	TOPSOIL, STRIP, SALVAGE AND SPREAD	5,335.00	CY	8.55	45,614.25	-	-	6,054.00	51,761.70
7	SPECIAL COMPACTION OF SUBGRADE	34.28	STA	550.00	18,854.00	-	-	34.28	18,854.00
8	MODIFIED SUBBASE	4,324.56	CY	34.00	147,035.04	-	-	4,320.60	146,900.40
9	SHOULDER CONSTRUCTION, EARTH	72.00	STA	365.00	26,280.00	-	-	72.00	26,280.00
10	SHOULDER FINISHING, EARTH	77.25	STA	255.00	19,698.75	-	-	77.25	19,698.75
11	MACADAM STONE BASE	302.00	TON	35.65	10,766.30	-	-	256.79	9,154.56
12	RELOCATION OF MAIL BOXES	1.000	EACH	500.00	500.00	-	-	1.00	500.00
13	STD / S-F PORTLAND CEMENT CONCRETE PAVEMENT, CL C, CL 3 DURABILITY, 8 IN.	891.00	SY	64.50	57,469.50	-	-	891.00	57,469.50
14	STD / S-F PORTLAND CEMENT CONCRETE PAVEMENT, CL C, CL 3 DURABILITY, 10 IN.	19,122.80	SY	58.35	1,115,815.38	-	-	19,122.80	1,115,815.38
15	MEDIAN, P.C. CONCRETE, AS PER PLAN	1,104.00	SY	62.75	69,276.00	-	-	1,104.00	69,276.00
16	PAY ADJUST INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT THICKNESS (BY SCHEDULE)	17,853.00	EACH	1.00	17,853.00	-	-	33,347.88	33,347.88
17	TEMPORARY PAVEMENT	2,780.00	SY	41.10	114,258.00	-	-	2,547.85	104,716.64
18	PORTLAND CEMENT CONCRETE OVERLAY, FURNISH ONLY	20.00	CY	105.00	2,100.00	-	-	26.00	2,730.00
19	PORTLAND CEMENT CONCRETE OVERLAY, PLACEMENT ONLY (BONDED)	177.00	SY	10.00	1,770.00	-	-	164.25	1,642.50
20	GRANULAR SURFACING ON ROAD, CLASS A CRUSHED STONE	100.00	TON	27.00	2,700.00	-	-	182.32	4,922.64
21	REMOVAL OF LIGHT POLES	21.00	EACH	650.00	13,650.00	-	-	21.00	13,650.00
22	REMOVALS, AS PER PLAN	1.00	LS	30,000.00	30,000.00	-	-	1.00	30,000.00
23	GRANULAR BACKFILL	825.00	CY	56.40	46,530.00	-	-	825.00	46,530.00
24	EXCAVATION, CLASS 20	1,498.00	CY	21.00	31,458.00	-	-	1,498.00	31,458.00
25	ORNAMENTAL METAL RAILING - TYPE 1	218.00	LF	237.00	51,666.00	-	-	218.00	51,666.00
26	ORNAMENTAL METAL RAILING - TYPE 2	312.00	LF	157.00	48,984.00	-	-	312.00	48,984.00
27	PRECAST CONCRETE BOX CULVERT, 10 FT X 7 FT	33.00	LF	2,100.00	69,300.00	-	-	33.00	69,300.00
28	PRECAST CONCRETE BOX CULVERT, 14 FT X 9 FT	114.00	LF	1,460.00	166,440.00	-	-	114.00	166,440.00
29	PRECAST CONCRETE BOX CULVERT STRAIGHT END SECTION, 10 FT. X 7 FT.	2.00	EACH	19,200.00	38,400.00	-	-	2.00	38,400.00
30	APRONS, CONCRETE, 12 IN. DIA.	1.00	EACH	649.00	649.00	-	-	1.00	649.00
31	APRONS, CONCRETE, 15 IN. DIA.	1.00	EACH	700.00	700.00	-	-	1.00	700.00
32	APRONS, CONCRETE, 18 IN. DIA.	4.00	EACH	747.50	2,990.00	-	-	4.00	2,990.00
33	APRONS, CONCRETE, 36 IN. DIA.	1.00	EACH	1,357.00	1,357.00	-	-	1.00	1,357.00
34	MODULAR BLOCK RETAINING WALL	470.00	SF	53.67	25,224.90	-	-	480.17	25,770.72
35	MANHOLE, STORM SEWER, SW-401, 60 IN.	3.00	EACH	5,959.00	17,877.00	-	-	3.00	17,877.00
36	MANHOLE, STORM SEWER, SW-401, 72 IN.	1.00	EACH	6,236.00	6,236.00	-	-	1.00	6,236.00
37	MANHOLE, STORM SEWER, SW-402	1.00	EACH	3,610.00	3,610.00	-	-	1.00	3,610.00
38	INTAKE, SW-501	2.00	EACH	3,607.00	7,214.00	-	-	2.00	7,214.00
39	INTAKE, SW-507	13.00	EACH	3,959.00	51,467.00	-	-	13.00	51,467.00
40	INTAKE, SW-508	3.00	EACH	4,863.00	14,589.00	-	-	3.00	14,589.00
41	INTAKE, SW-509	20.00	EACH	4,634.00	92,680.00	-	-	20.00	92,680.00
42	INTAKE, SW-510	14.00	EACH	5,141.00	71,974.00	-	-	14.00	71,974.00
43	INTAKE, SW-512, 24 IN.	4.00	EACH	1,696.00	6,784.00	-	-	4.00	6,784.00
44	INTAKE, SW-512, 30 IN.	14.00	EACH	2,236.00	31,304.00	-	-	15.00	33,540.00
45	INTAKE, SW-512, 36 IN.	6.00	EACH	4,017.00	24,102.00	-	-	6.00	24,102.00
46	MANHOLE ADJUSTMENT, MAJOR	3.00	EACH	3,512.00	10,536.00	-	-	1.00	3,512.00
47	CONNECTION TO EXISTING MANHOLE	7.00	EACH	1,160.00	8,120.00	-	-	4.00	4,640.00
48	CONNECTION TO EXISTING INTAKE	3.00	EACH	1,160.00	3,480.00	-	-	1.00	1,160.00
49	SUBDRAIN, LONGITUDINAL, (SHOULDER) 6 IN. DIA.	2,166.00	LF	15.60	33,789.60	-	-	2,499.00	38,984.40
50	SUBDRAIN, PERFORATED PLASTIC PIPE, 6 IN. DIA.	438.00	LF	15.90	6,964.20	-	-	516.00	8,204.40

Peterson Contractors, Inc.
 104 Blackhawk Street, P.O. Box A
 Reinbeck, Iowa 50669

Ranshaw Way Phase 5 Improvements
 City of North Liberty

Date: 9/17/2022
 Pay Request #: 22

Line No	Item Description	Contract			Completed This Month		Completed To Date		
		Quantity		Price	Amount	Unit	Amount	Unit	Amount
51	SUBDRAIN RISER, 6 IN., AS PER PLAN	5.00	EACH	739.00	3,695.00	-	-	3.00	2,217.00
52	SUBDRAIN OUTLET, DR-303	36.00	EACH	302.00	10,872.00	-	-	49.00	14,798.00
53	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D (CLASS III), 12 IN.	301.00	LF	66.50	20,016.50	-	-	275.00	18,287.50
54	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D (CLASS III), 15 IN.	2,793.00	LF	84.80	236,846.40	-	-	2,788.00	236,422.40
55	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D (CLASS III), 18 IN.	1,166.00	LF	80.20	93,513.20	-	-	1,194.00	95,758.80
56	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D (CLASS III), 24 IN.	759.00	LF	142.00	107,778.00	-	-	747.00	106,074.00
57	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D (CLASS III), 30 IN.	851.00	LF	119.00	101,269.00	-	-	851.00	101,269.00
58	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D (CLASS III), 36 IN.	377.00	LF	139.00	52,403.00	-	-	377.00	52,403.00
59	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	548.00	LF	45.50	24,934.00	-	-	440.00	20,020.00
60	REVTMENT, CLASS E	510.00	TON	52.70	26,877.00	-	-	704.11	37,106.60
61	EROSION STONE	68.00	TON	56.70	3,855.60	-	-	60.22	3,414.47
62	REMOVAL OF PAVEMENT	16,606.00	SY	6.15	102,126.90	-	-	16,607.58	102,136.62
63	REMOVAL OF INTAKES AND UTILITY ACCESSES	4.00	EACH	2,133.00	8,532.00	-	-	5.00	10,665.00
64	RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN.	4,340.00	SY	40.00	173,600.00	-	-	4,298.00	171,920.00
65	SPECIAL COMPACTION OF SUBGRADE FOR RECREATIONAL TRAIL	36.00	STA	315.00	11,340.00	-	-	36.00	11,340.00
66	REMOVAL OF SIDEWALK	2,224.24	SY	7.50	16,681.80	-	-	2,224.11	16,680.83
67	SIDEWALK, P.C. CONCRETE, 5 IN.	1,707.76	SY	55.00	93,926.80	-	-	1,710.19	94,060.45
68	DETECTABLE WARNINGS	220.00	SF	75.00	16,500.00	-	-	220.00	16,500.00
69	CURB AND GUTTER, P.C. CONCRETE, 1.5 FT.	357.00	LF	30.00	10,710.00	-	-	357.00	10,710.00
70	P.C. CONCRETE RETAINING WALL	450.00	CY	1,190.00	535,500.00	-	-	450.00	535,500.00
71	FENCE, CHAIN LINK WITH SECURITY TOP, 72 IN. HEIGHT	640.00	LF	39.95	25,568.00	-	-	641.25	25,617.94
72	FENCE, SAFETY	-	LF	7.00	-	-	-	-	-
73	REMOVAL OF FENCE, CHAIN LINK	650.00	LF	5.50	3,575.00	-	-	650.00	3,575.00
74	ELECTRICAL CIRCUITS	11,000.00	LF	14.00	154,000.00	-	-	11,000.00	154,000.00
75	HANDHOLES AND JUNCTION BOXES	26.00	EACH	1,000.00	26,000.00	-	-	30.00	30,000.00
76	CONTROL CABINET	1.00	EACH	23,000.00	23,000.00	-	-	1.00	23,000.00
77	REMOVAL OF TYPE A SIGN ASSEMBLY	11.00	EACH	125.00	1,375.00	-	-	10.00	1,250.00
78	PERFORATED SQUARE STEEL TUBE POSTS	314.00	LF	15.00	4,710.00	-	-	80.00	1,200.00
79	PERFORATED SQUARE STEEL TUBE POST ANCHOR, BREAK-AWAY SOIL INSTALLATION	18.00	EACH	275.00	4,950.00	-	-	2.00	550.00
80	PERFORATED SQUARE STEEL TUBE POST ANCHOR, BREAK-AWAY CONCRETE INSTALLATION	8.00	EACH	375.00	3,000.00	-	-	8.00	3,000.00
81	TYPE A SIGNS, SHEET ALUMINUM	254.00	SF	20.00	5,080.00	-	-	80.00	1,600.00
82	TRAFFIC SIGNALIZATION - FAIRVIEW LANE	1.00	LS	12,000.00	12,000.00	0.25	3,000.00	1.00	12,000.00
83	TRAFFIC SIGNALIZATION - WESTWOOD DRIVE	1.00	LS	115,000.00	115,000.00	-	-	1.00	115,000.00
84	TRAFFIC SIGNALIZATION - ZELLER STREET	1.00	LS	7,500.00	7,500.00	-	-	1.00	7,500.00
85	PAINTED PAVEMENT MARKINGS, DURABLE	239.88	STA	100.00	23,988.00	-	-	-	-
86	WET RETROREFLECTIVE REMOVABLE TAPE MARKINGS	157.24	STA	135.00	21,227.40	-	-	147.18	19,869.30
87	PAINTED SYMBOLS AND LEGENDS, DURABLE	33.00	EACH	275.00	9,075.00	-	-	-	-
88	PAVEMENT MARKINGS REMOVED	71.99	STA	80.00	5,759.20	-	-	121.67	9,733.60
89	SYMBOLS AND LEGENDS REMOVED	28.00	EACH	125.00	3,500.00	-	-	27.00	3,375.00
90	SAFETY CLOSURE	21.00	EACH	150.00	3,150.00	-	-	18.00	2,700.00
91	TEMPORARY TRAFFIC SIGNALS	1.00	EACH	37,800.00	37,800.00	-	-	1.00	37,800.00
92	TRAFFIC CONTROL	1.00	LS	81,800.00	81,800.00	-	-	0.70	57,260.00
93	FLAGGERS	12.00	EACH	515.00	6,180.00	-	-	11.00	5,665.00
94	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	70.00	CDA	100.00	7,000.00	-	-	59.00	5,900.00
95	PATCHES, PARTIAL-DEPTH P.C.C. FINISH	112.00	SF	200.00	22,400.00	-	-	146.00	29,200.00
96	MOBILIZATION	1.00	LS	619,500.00	619,500.00	-	-	1.00	619,500.00
97	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.	450.00	LF	70.80	31,860.00	-	-	430.00	30,444.00
98	FITTINGS BY COUNT, DUCTILE IRON, 8 IN.	8.00	EACH	647.50	5,180.00	-	-	8.00	5,180.00
99	VALVE, GATE, DIP, 8 IN.	2.00	EACH	1,056.00	2,112.00	-	-	2.00	2,112.00
100	VALVE BOX EXTENSION	10.00	EACH	325.50	3,255.00	-	-	5.00	1,627.50

Peterson Contractors, Inc.
 104 Blackhawk Street, P.O. Box A
 Reinbeck, Iowa 50669

Ranshaw Way Phase 5 Improvements
 City of North Liberty

Date: 9/17/2022
 Pay Request #: 22

Line No	Item Description	Contract			Completed This Month		Completed To Date		
		Quantity		Price	Amount	Unit	Amount	Unit	Amount
101	FIRE HYDRANT ADJUSTMENT	1.00	EACH	3,190.00	3,190.00	-	-	1.00	3,190.00
102	DELIVER AND STOCKPILE SALVAGED MATERIALS	1.00	LS	2,581.00	2,581.00	-	-	1.00	2,581.00
103	PLANTING SOIL, AMENDED	597.00	CY	55.00	32,835.00	-	-	810.00	44,550.00
104	PLANTING SOIL, IMPORTED	1,038.00	CY	70.00	72,660.00	-	-	750.00	52,500.00
105	PLANTING SOIL, MODIFIED	323.00	CY	70.00	22,610.00	-	-	290.00	20,300.00
106	CONIFER TREES, 8' HT., FURNISHED AND INSTALLED (WITH WARRANTY)	71.00	EACH	473.16	33,594.36	12.00	5,677.92	70.00	33,121.20
107	FIRE HYDRANT RELOCATION	3.00	EACH	2,406.00	7,218.00	-	-	3.00	7,218.00
108	LIGHT ASSEMBLY - L1 - ROADWAY LIGHT WITH RECEPTACLE	19.00	EACH	8,500.00	161,500.00	-	-	19.00	161,500.00
109	LIGHT ASSEMBLY - L2 - PEDESTRIAN LIGHT NO BANNER ARMS	25.00	EACH	6,500.00	162,500.00	-	-	25.00	162,500.00
110	LIGHT ASSEMBLY - L2A - PEDESTRIAN LIGHT WITH BANNER	12.00	EACH	7,000.00	84,000.00	-	-	12.00	84,000.00
111	LIGHT ASSEMBLY - L3 - LIGHTED BOLLARD WITH RECEPTACLE	12.00	EACH	4,000.00	48,000.00	-	-	12.00	48,000.00
112	LIGHT ASSEMBLY - L4 - LIGHTED PEDESTRIAN TRAIL LIGHT	5.00	EACH	5,700.00	28,500.00	-	-	5.00	28,500.00
113	LIGHT ASSEMBLY - L4A - LIGHTED PEDESTRIAN TRAIL LIGHT WITH RECEPTACLE	6.00	EACH	6,000.00	36,000.00	-	-	6.00	36,000.00
114	LIGHT ASSEMBLY - L5 - TUNNEL LIGHT AND DIMMING CONTROLS	6.00	EACH	1,800.00	10,800.00	-	-	6.00	10,800.00
115	PCC SEATWALLS WITH TREATMENTS	8.00	EACH	15,800.00	126,400.00	-	-	8.00	126,400.00
116	PERENNIALS, 1 GAL., FURNISHED AND INSTALLED (WITH WARRANTY)	6,730.00	EACH	17.02	114,544.60	-	-	6,557.00	111,600.14
117	PERENNIALS, 2 GAL., FURNISHED AND INSTALLED (WITH WARRANTY)	190.00	EACH	35.78	6,798.20	-	-	173.00	6,189.94
118	RETROREFLECTIVE REMOVABLE SYMBOLS AND LEGENDS	24.00	EACH	350.00	8,400.00	-	-	7.00	2,450.00
119	SANITARY MANHOLE PRESSURE GROUTING	2.00	EACH	900.00	1,800.00	-	-	2.00	1,800.00
120	SHRUBS, 3 GAL., FURNISHED AND INSTALLED (WITH WARRANTY)	114.00	EACH	37.86	4,316.04	55.00	2,082.30	113.00	4,278.18
121	SHRUBS, 5 GAL., FURNISHED AND INSTALLED (WITH WARRANTY)	100.00	EACH	52.51	5,251.00	-	-	94.00	4,935.94
122	SITE FURNITURE - CUSTOM BENCH	-	EACH	10,000.00	-	-	-	-	-
123	SITE FURNITURE - PRECAST CONTAINER PLANTER	2.00	EACH	4,117.92	8,235.84	-	-	2.00	8,235.84
124	TREES, 1.5 IN. CAL., FURNISHED AND INSTALLED (WITH WARRANTY)	34.00	EACH	274.67	9,338.78	4.00	1,098.68	28.00	7,690.76
125	TREES, 2.0 IN. CAL., FURNISHED AND INSTALLED (WITH WARRANTY)	76.00	EACH	386.60	29,381.60	15.00	5,799.00	69.00	26,675.40
126	TREES, 5 - 6' HT., FURNISHED AND INSTALLED (WITH WARRANTY)	14.00	EACH	322.00	4,508.00	-	-	13.00	4,186.00
127	LIMESTONE EDGER, 4 IN. X 6 IN.	1,960.00	LF	25.06	49,117.60	736.09	18,446.42	2,174.16	54,484.45
128	REMOVAL, EXISTING WATER MAIN	230.00	LF	28.50	6,555.00	-	-	245.00	6,982.50
129	AESTHETIC WALL TREATMENT - EAST	1.00	LS	138,500.00	138,500.00	-	-	0.99	137,250.00
130	AESTHETIC WALL TREATMENT - WEST	1.00	LS	141,000.00	141,000.00	-	-	0.99	139,700.00
131	CONCRETE BOX CULVERT EXTENSION, 3 FT X 3 FT	1.00	LS	28,650.00	28,650.00	-	-	1.00	28,650.00
132	WATERING FOR PLANTS	212.00	MGAL	100.00	21,200.00	16.38	1,638.00	67.21	6,721.00
133	OUTCROPPING WALL	-	SF	48.99	-	-	-	-	-
134	PCC PAVERS, 8 CM, W/ BITUMINOUS SETTING BED - CROSSWALKS	2,573.00	SF	13.46	34,632.58	-	-	2,558.84	34,441.99
135	PCC PAVERS, 8 CM, W/ BITUMINOUS SETTING BED - PARKLETS	908.00	SF	22.85	20,747.80	-	-	846.04	19,332.01
136	PCC PAVERS, 8 CM, W/ COMPACTED GRANULAR BASE	3,993.00	SF	17.66	70,516.38	-	-	4,565.59	80,628.32
137	PCC PAVERS, 8 CM, W/ SAND SETTING BED	2,822.00	SF	14.55	41,060.10	-	-	2,827.69	41,142.89
138	WEIR, LIMESTONE	120.00	SF	142.90	17,148.00	-	-	120.00	17,148.00
139	BIODEGRADABLE EROSION CONTROL BLANKET	1,195.00	SQ	15.25	18,223.75	-	-	-	-
140	PCC BANDING, 8 IN. THICK	392.00	SY	70.50	27,636.00	-	-	434.00	30,597.00
141	SUBSLAB, PCC, 4 IN. FOR PCC PAVERS	415.00	SY	50.50	20,957.50	-	-	415.00	20,957.50
142	SUBSLAB, PCC, 6 IN. FOR PCC PAVERS	281.00	SY	52.50	14,752.50	-	-	281.00	14,752.50
143	DECORATIVE ROCK MULCH, 3" DEPTH	282.00	TON	342.70	96,641.40	-	-	290.27	99,475.53
144	MULCHING, BONDED FIBER MATRIX	5.55	ACRE	2,800.00	15,540.00	-	-	0.40	1,120.00
145	NATIVE GRASS SEEDING	1.30	ACRE	900.00	1,170.00	-	-	-	-
146	SODDING	141.27	SQ	65.00	9,182.55	-	-	-	-
147	STABILIZING CROP - SEEDING AND FERTILIZING (URBAN)	5.80	ACRE	825.00	4,785.00	-	-	1.80	1,485.00
148	SILT FENCE	3,420.00	LF	1.45	4,959.00	-	-	1,975.50	2,864.48
149	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	3,420.00	LF	0.01	34.20	-	-	-	-
150	MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK	855.00	LF	0.01	8.55	-	-	-	-

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Ranshaw Way Phase 5 Improvements
 City of North Liberty

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		Quantity		Price	Amount	Unit	Amount	Unit	Amount
151	DITCH CHECK (SYNTHETIC - HDPE)	545.00	LF	5.00	2,725.00	-	-	-	-
152	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.	8,850.00	LF	1.50	13,275.00	-	-	4,481.00	6,721.50
153	REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE	8,850.00	LF	0.30	2,655.00	-	-	-	-
154	OPEN-THROAT CURB INTAKE SEDIMENT FILTER, EC-602	48.00	LF	15.00	720.00	-	-	-	-
155	MAINTENANCE OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	2.00	EACH	20.00	40.00	-	-	-	-
156	REMOVAL OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	8.00	EACH	20.00	160.00	-	-	-	-
157	MOBILIZATIONS, EROSION CONTROL	4.00	EACH	500.00	2,000.00	-	-	8.00	4,000.00
158	MOBILIZATIONS, EMERGENCY EROSION CONTROL	1.00	EACH	1,000.00	1,000.00	-	-	-	-
8001	STORM SEWER GASKETS	240.40	LS	1.00	240.40	-	-	240.40	240.40
8002	OUTCROPPING WALL, STANDARD COLOR	5,025.00	SF	45.89	230,597.25	-	-	5,150.00	236,333.50
8003	SAFETY FENCE, MODIFIED	3,285.00	LF	6.05	19,874.25	-	-	3,030.60	18,335.13
8004	TEMPORARY BARRIER RAIL, CONCRETE	500.00	LF	26.95	13,475.00	-	-	500.00	13,475.00
8005	PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT BASED	7.88	STA	52.69	415.20	-	-	7.72	406.77
8006	EXCAVATION, CLASS 10, UNSUITABLE OR UNSTABLE MATERIAL	180.56	CY	14.50	2,618.12	-	-	180.56	2,618.12
8007	UTILITY TRENCH AND TILE REPAIR	1,878.80	LS	1.00	1,878.80	-	-	1,878.80	1,878.80
8008	REMOVAL OF SUBDRAIN	549.00	LF	3.00	1,647.00	-	-	911.00	2,733.00
8009	ADDITIONAL TRANSVERSE 'CD' JOINT	27.00	EACH	203.50	5,494.50	-	-	27.00	5,494.50
8010	EXPANSION JOINTS, 1/2-INCH	48.00	LF	5.08	243.84	-	-	44.00	223.52
8011	ADDITIONAL REINFORCING STEEL	225.00	LS	1.00	225.00	-	-	225.00	225.00
8012	(PRICE ADJUST) AIR TEST DEVIATION	(954.80)	LS	1.00	(954.80)	-	-	(954.80)	(954.80)
8013	FRONTAGE ROAD INTAKE ADJUSTMENT	2.00	EACH	1,595.00	3,190.00	-	-	2.00	3,190.00
8014	PC CONCRETE WALL ADDED REBAR	760.00	LS	1.00	760.00	-	-	760.00	760.00
8015	REPLACE SIGNAL CABINET FOUNDATION	8,318.99	LS	1.00	8,318.99	-	-	8,318.99	8,318.99
8016	FAIRVIEW LANE TRAFFIC CONTROL SIGNAGE	600.00	LS	1.00	600.00	-	-	600.00	600.00
8017	ENGINEERING FABRIC	1,735.00	SY	3.00	5,205.00	-	-	1,263.29	3,789.87
8018	REMOVE AND REPLACE APRON	1,295.30	LS	1.00	1,295.30	-	-	1,295.30	1,295.30
8019	PIPE GASKET DEDUCT	(822.50)	LS	1.00	(822.50)	-	-	(822.50)	(822.50)
8020	ADDED 10' X 7' CULVERT TIE RODS	600.00	LS	1.00	600.00	-	-	600.00	600.00
8021	CAP ABANDONED PIPE	600.00	LS	1.00	600.00	-	-	600.00	600.00
8022	MANHOLE, STORM SEWER, SW-401, 48 IN.	2.00	EACH	6,653.90	13,307.80	-	-	2.00	13,307.80
8023	WATERPROOFING MEMBRANE	2.00	EACH	500.00	1,000.00	-	-	2.00	1,000.00
8024	TRAFFIC SIGNAL FOOTING REBAR ADJUSTMENT	720.68	LS	1.00	720.68	-	-	720.68	720.68
8025	PCC PAVEMENT COLD WEATHER PROTECTION	4,000.00	SY	2.00	8,000.00	-	-	2,169.40	4,338.80
8026	OUTCROPPING WALL SUBDRAIN TRENCH	1.00	LS	42,140.23	42,140.23	-	-	1.00	42,140.23
8027	PAINTED PAVEMENT MARKINGS, WATERBORNE OR SOLVENT-BASED	83.47	STA	47,267	3,945.38	-	-	90.79	4,291.37
8028	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	12.00	EACH	137.50	1,650.00	-	-	14.00	1,925.00
8029	CRITICAL CLOSURE ACTIVITY INCENTIVE PAYMENT (OR DISINCENTIVE ASSESSMENT)	3.00	CDAY	2,000.00	6,000.00	-	-	3.00	6,000.00
8030	INTAKE, SW-507, CAST IN PLACE	1.00	EACH	5,164.50	5,164.50	-	-	1.00	5,164.50
8031	VIDEO DETECTION CABLE	1.00	LS	955.00	955.00	-	-	1.00	955.00
8032	MOBILIZATION FOR WATERING	12.00	EACH	275.00	3,300.00	-	-	-	-
8033	WALL COATING MOCKUPS	800.00	LS	1.00	800.00	-	-	800.00	800.00
8034	WATER SERVICE DISCONNECT	12,907.95	LS	1.00	12,907.95	-	-	12,907.95	12,907.95
8035	FIBER CONDUIT NETWORK - SOUTH BLOCK	11,505.38	LS	1.00	11,505.38	-	-	11,505.38	11,505.38
8036	SEEDING AND FERTILIZING (URBAN)	4.25	ACRE	3,300.00	14,025.00	-	-	-	-
8037	ANTI-GRAFFITI COATING	28,468.00	LS	1.00	28,468.00	-	-	28,468.00	28,468.00
8038	HANDHOLE RELOCATION	2,287.24	LS	1.00	2,287.24	-	-	2,287.24	2,287.24
8039	GATE ASSEMBLY, CHAIN LINK, 3 FT.	1.00	EACH	1,314.50	1,314.50	-	-	1.00	1,314.50
8040	FENCE, CHAIN LINK, CONVERT TOP	1,595.00	LS	1.00	1,595.00	-	-	1,595.00	1,595.00
8999	STORED MATERIALS	-	LS	1.00	-	-	-	-	-
					\$ 8,047,179.56			\$ 37,742.32	\$ 7,917,999.55



Mayor Report



PROCLAMATION

Domestic Violence Awareness Month

WHEREAS, domestic violence, dating violence, and stalking affects women, children, and men of all racial, cultural, and economic backgrounds, causing long-term physical, psychological, and emotional harm; and

WHEREAS, one in three Americans has witnessed an incident of domestic violence; and

WHEREAS, children who experience domestic violence are at a higher risk for failure in school, mental illness, substance abuse, suicide, and may choose violence as a way to solve problems later in life; and

WHEREAS, domestic violence in rural communities exists as a hidden, silent, and often unrecognized crime that is often underreported; and

WHEREAS, through the inspiration, courage, and persistence of victims of domestic violence, their children, and advocates, our communities are learning to recognize the impact of violence in the home and within intimate relationships; and

WHEREAS, the Domestic Violence Intervention Program has worked to end violence in intimate relationships for more than 40 years through the collaborative partnerships of advocates, volunteers, local municipalities, criminal justice, health and human services, faith communities, business leaders, and private citizens; and

WHEREAS, our community's achievements should be commended and we must continue our commitment to respect and support victims of domestic violence and to prevent future violence in our community.

NOW, THEREFORE, BE IT RESOLVED that I, Chris Hoffman, Mayor of North Liberty, do hereby proclaim the month of October, 2022 to be:

Domestic Violence Awareness Month

in the City of North Liberty and urge all people to work together to eliminate domestic violence, dating violence, and stalking from our community.

Mayor Chris Hoffman

Signed in North Liberty, Iowa
this 22nd day of September, 2022



City Hall Project

MINUTES TO SET DATE FOR HEARING ON
PROPOSAL TO ENTER INTO ADDITIONAL
LOAN AGREEMENT

421033-86

North Liberty, Iowa

September 27, 2022

The City Council of the City of North Liberty, Iowa, met on September 27, 2022, at ____
o'clock __.m., at the _____, North Liberty, Iowa.

The Mayor presided and the roll was called showing the following members of the City
Council present and absent:

Present: _____

Absent: _____.

Council Member _____ introduced the resolution hereinafter next
set out and moved its adoption, seconded by Council Member _____; and
after due consideration thereof by the City Council, the Mayor put the question upon the
adoption of the said resolution and the roll being called, the following named Council Members
voted:

Ayes: _____

Nays: _____.

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

••••

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

CHRIS HOFFMAN, MAYOR

Attest:

TRACEY MULCAHEY, CITY CLERK

Resolution No. 2022-100

RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING ON PROPOSAL TO ENTER INTO A GENERAL OBLIGATION MUNICIPAL BUILDING LOAN AGREEMENT AND TO BORROW MONEY THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$500,000

WHEREAS, the City of North Liberty (the "City"), in Johnson County, State of Iowa, heretofore proposed to enter into a loan agreement (the "2021 Loan Agreement"), pursuant to the provisions of Section 384.24A and 384.24.3(q) of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$9,300,000 for the purpose of paying the costs, to that extent, of undertaking the City Hall Project, an urban renewal project in the North Liberty Urban Renewal Area (such project having been authorized by action of the City Council on December 14, 2021 and consisting of constructing, furnishing and equipping a new City Hall facility), and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 11, 2022, no petition had been filed with the City asking that the question of entering into the 2021 Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, the City now proposes to enter into an additional loan agreement (the "2022 Loan Agreement"), pursuant to the provisions of Section 384.24A and 384.24.3(q) of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$500,000 for the purpose of paying the costs, to that extent, of undertaking the City Hall Project, and it is now necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the 2022 Loan Agreement and to give notice thereof as required by such law, including notice of the right to petition for an election on such proposal;

NOW, THEREFORE, Be It Resolved by the City Council of the City of North Liberty, Iowa, as follows:

Section 1. This City Council shall meet on October 25, 2022, at the Council Chambers, North Liberty, Iowa, at 6:30 p.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the 2022 Loan Agreement described in the preamble hereof.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the 2022 Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than ten (10) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO ENTER
INTO A LOAN AGREEMENT AND TO BORROW MONEY THEREUNDER IN A
PRINCIPAL AMOUNT NOT TO EXCEED \$500,000

(GENERAL OBLIGATION)

The City Council of the City of North Liberty, Iowa (the "City"), will meet on October 25, 2022, at the Council Chambers, North Liberty, Iowa, at 6:30 p.m., for the purpose of instituting proceedings and taking action on a proposal to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$500,000 for the purpose of paying the costs, to that extent, of undertaking the City Hall Project, an urban renewal project in the North Liberty Urban Renewal Area (such project having been authorized by action of the City Council on December 14, 2021 and consisting of constructing, furnishing and equipping a new City Hall facility) (such amount being supplemental of and additional to amounts previously authorized for this project under an earlier borrowing proposal).

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A and Section 384.24.3(q) of the Code of Iowa and will constitute a general obligation of the City.

At any time before the date fixed for taking action to enter into the Loan Agreement, a petition may be filed with the City Clerk of the City asking that the question of entering into the Loan Agreement be submitted to the registered voters of the City, pursuant to the provisions of Section 384.26 of the Code of Iowa. If no such petition is filed, at the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of North Liberty, Iowa.

Tracey Mulcahey
City Clerk

Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the "Regulations") of the Internal Revenue Service, the City declares (a) that it intends to undertake the Project which is reasonably estimated to cost approximately \$9,800,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the "Bonds"), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for such Projects have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

APPROVED AND ADOPTED this 27th 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

ATTESTATION CERTIFICATE

STATE OF IOWA
JOHNSON COUNTY SS:
CITY OF NORTH LIBERTY

I, the undersigned, City Clerk of the City of North Liberty, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to fixing a date for additional action on the City's proposal to enter into a certain loan agreement, as referred to therein.

WITNESS MY HAND this ____ day of _____, 2022.

TRACEY MULCAHEY, CITY CLERK

ORGANIZATION CERTIFICATE

STATE OF IOWA
JOHNSON COUNTY SS:
CITY OF NORTH LIBERTY

I, the undersigned City Clerk, do hereby certify that the City of North Liberty is organized and operating under the provisions of Title IX of the Code of Iowa and not under any special charter and that the City is operating under the Mayor-Council form of government and that there is not pending or threatened any question or litigation whatsoever touching the incorporation of the City, the inclusion of any territory within its limits or the incumbency in office of any of the officials hereinafter named.

And I do further certify that the following named parties are officials of the City as indicated:

- Chris Hoffman, Mayor

- Ryan Heiar, City Administrator

- Tracey Mulcahey, Assistant City Administrator/City Clerk

- Debra Hilton, City Treasurer

- Brian Wayson, Council Member/Mayor Pro Tem

- Ashley Bermel, Council Member

- RaQuishia Harrington, Council Member

- Erek Sittig, Council Member

- Brent Smith, Council Member

WITNESS MY HAND this ____ day of _____, 2022.

TRACEY MULCAHEY, CITY CLERK

PUBLICATION CERTIFICATE

(PLEASE NOTE: Do not date and return this certificate until you have received the publisher's affidavit and have verified that the notice was published on the date indicated in the affidavit but please return all other completed pages to us as soon as they are available.)

STATE OF IOWA
JOHNSON COUNTY SS:
CITY OF NORTH LIBERTY

I, the undersigned, City Clerk of the City of North Liberty, do hereby certify that pursuant to the resolution of the City Council fixing a date of meeting at which it is proposed to take action to enter into a certain loan agreement, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this _____ day of _____, 2022.

TRACEY MULCAHEY, CITY CLERK

(Attach here the publisher's original affidavit with the clipping of the notice, as published.)



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.

North Liberty City Hall Bids						
August 30, 2022						
	MLC	Larson Construction	City Construction	Tricon Construction	Knutson Construction	Portzen Construction
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
Subtotal	\$8,664,200	\$8,928,000	\$ 8,944,309	\$ 9,155,000	\$9,308,000	\$ 9,566,500
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
Subtotal	\$ 773,000	\$ 745,000	\$ 445,200	\$ 700,000	\$ 270,000	\$ 966,000
Total	\$ 9,437,200	\$9,673,000	\$ 9,389,509	\$ 9,855,000	\$ 9,578,000	\$10,532,500

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 reimagining of the Cherry Street corridor, which would help connect other public and private spaces.

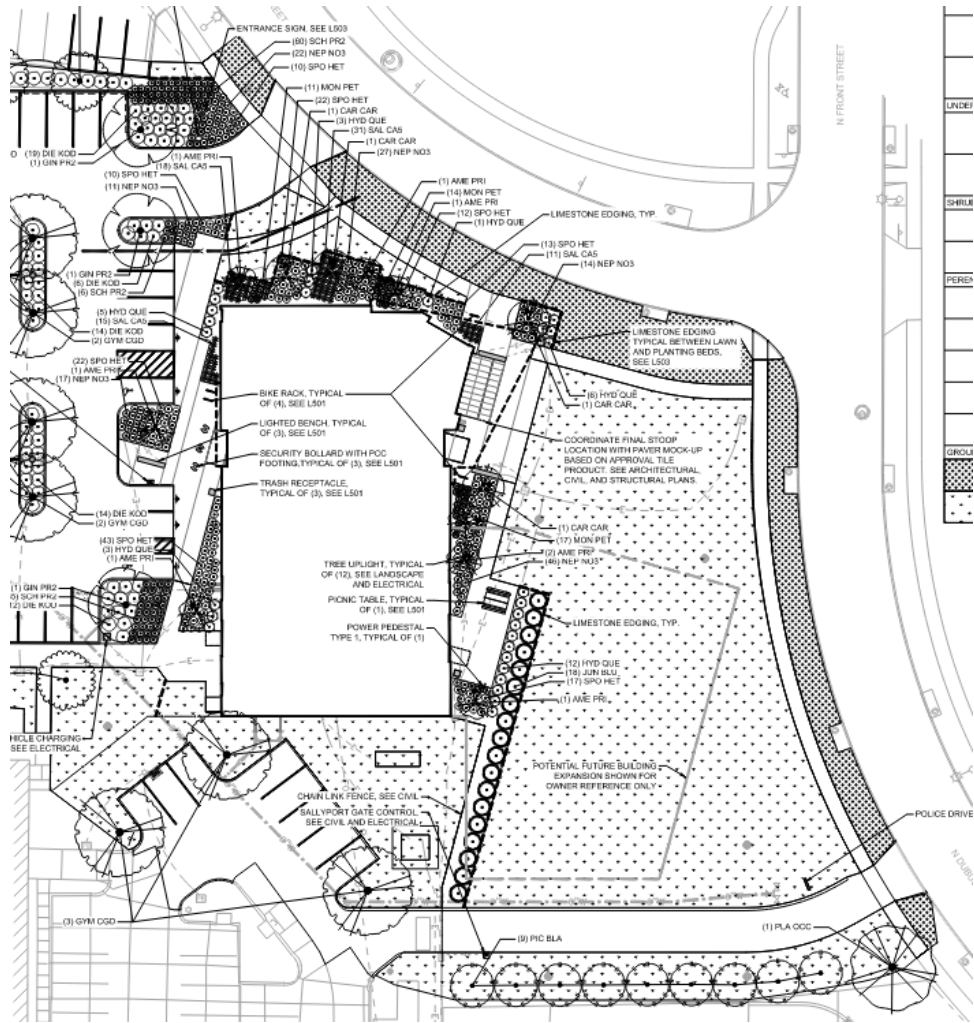
The further concern with delaying the build out of the civic campus, represented by the construction of Alternate #2, is that it will cost more in the future and, as time elapses, the likelihood of completion dwindles. Given the results and community feedback from the 2020 report, staff recommends that 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.

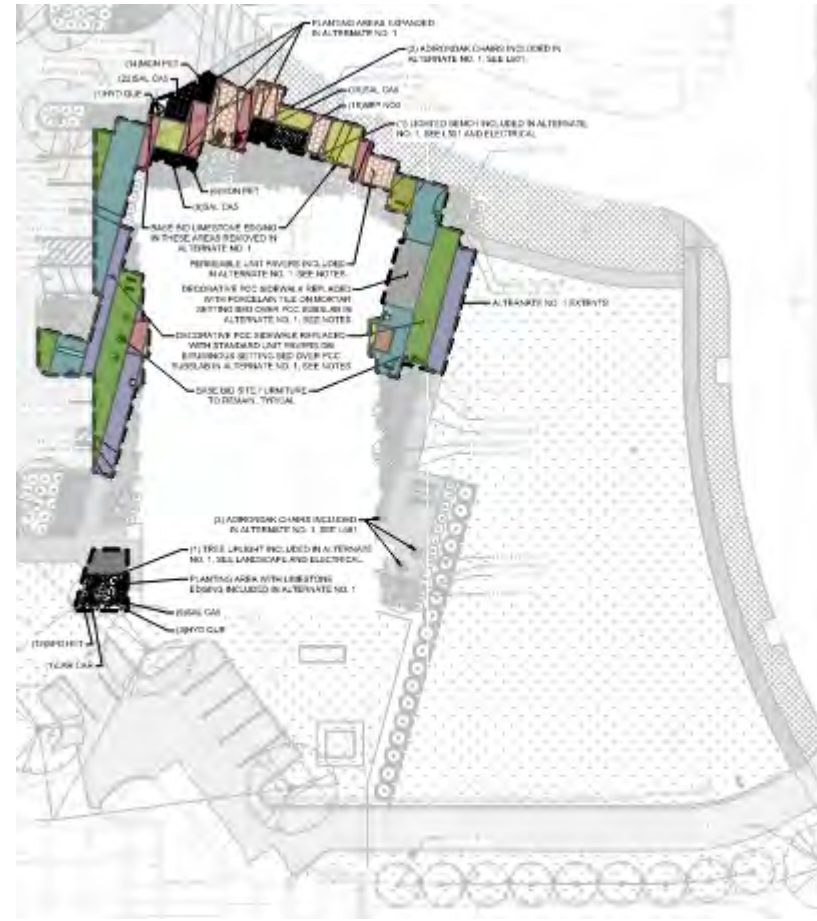
If you have any questions or would like additional information, please do not hesitate to contact me.

Project Acceptance & Funding Scenarios

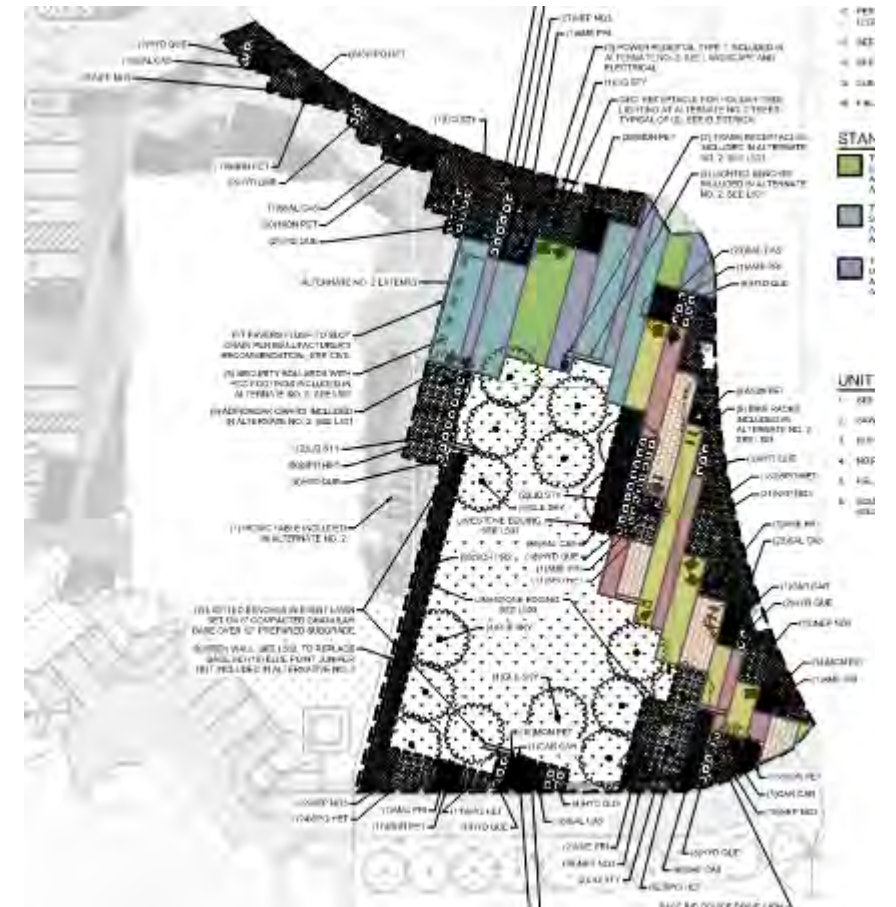
	<i>Scenario 1</i>	<i>Scenario 2</i>	<i>Scenario 3</i>
	MLC Bid no Alternates w/ 2% Contingency August 2022	MLC Bid + Alt #1 w/ 2% Contingency August 2022	City Construction Bid + Alt #1 & #2 w/ 2% Contingency August 2022
Expenses			
Building & Site Costs	\$ 8,664,200	\$ 8,664,200	\$ 8,944,309
Contingency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



BASE BID



ALTERNATE BID NO. 1



ALTERNATE BID NO. 2

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**

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

	Original Concept Phase Project Cost June 2021	Updated Project Cost₁ January 2022	Value Engineered Project Cost/Budget₂ February 2022	Final Cost Opinion/Budget₃ July 2022
Expenses				
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 ₄	\$ -	\$ 590,000	\$ 520,000	\$ 1,120,000
	\$ 6,840,000	\$ 8,680,000	\$ 8,380,000	\$ 9,010,000
AE Fees	\$ 700,000	\$ 826,000	\$ 826,000	\$ 826,000
Furnishings/Equip/Appliances ₅	\$ 300,000	\$ 321,000	\$ 321,000	\$ 400,000
IT Hub	\$ 100,000	\$ 107,000	\$ 107,000	\$ 125,000
Public Event Plaza ₆	\$ 1,060,000	\$ 1,060,000		
Alt #1			\$ 300,000	\$ 322,000
Alt #2			\$ 450,000	\$ 483,000
	\$ 9,000,000	\$ 10,994,000	\$ 9,934,000	\$ 10,361,000

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 ⁷	\$ 300,000	\$ 600,000
FY22 Surplus ⁸	\$ -	\$ 300,000
Water Capital ⁹	\$ -	\$ 100,000
Wastewater Capital ¹⁰	\$ -	\$ 100,000
Other	\$ -	\$ -
Stormwater Grant ¹¹	\$ 300,000	\$ -
	\$ 9,900,000	\$ 10,400,000
Project Surplus/(Deficit)	\$ (34,000)	\$ 39,000
Project Surplus/(Deficit) when including Alternates	\$ (484,000)	\$ (766,000)

Notes

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

²Shive Hattery & staff value engineered plans and specifications to reduce project costs.

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

⁴Inflation factor was 7% in February and is recommended 15% in July.

⁵Furnishing vendor has indicated that costs will increase prior to ordering.

⁶The 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.

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

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

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

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

¹¹The 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.



*deNovo**

SHIVEHATTERY
ARCHITECTURE+ENGINEERING

COMMUNITY BRANDING AND VISIONING

for the City of North Liberty

2019-2020

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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



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.



Prepared by and return to: Grant D. Lientz, PO Box 77, North Liberty, IA 52317. Phone 319-626-5700

PERMANENT LANDSCAPE EASEMENT AGREEMENT

For One Dollar (\$1) and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned owner hereby grants to the City of North Liberty and its assigns, a perpetual easement upon, over, under, along and across the areas designated as "Permanent Landscaping Easement" as shown and described on the attached Exhibit A and incorporated herein by reference, hereafter described as "easement area," for the purpose of planting and maintaining a mixture of coniferous and deciduous vegetation.


This easement shall include the right to plant, install, lay, construct, reconstruct, renew, treat, care for, and maintain any and all plantings required by the City of North Liberty as part of the City Hall Civic Campus project. No permanent dwellings structures or fences shall be placed on the easement area, however the same may be used for purposes that do not then or later interfere with the aforesaid uses or the rights herein granted.

The easement granted herein may not be terminated without the written approval of the City of North Liberty, Iowa.

Dated this 22nd day of August, 2022.


[Signature Page follows]

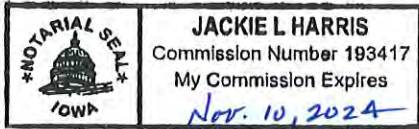
PROPERTY OWNER:

Signed: 
Matthew J. Swift
on behalf of Slugs2, L.L.C.

STATE OF IOWA, JOHNSON COUNTY: ss

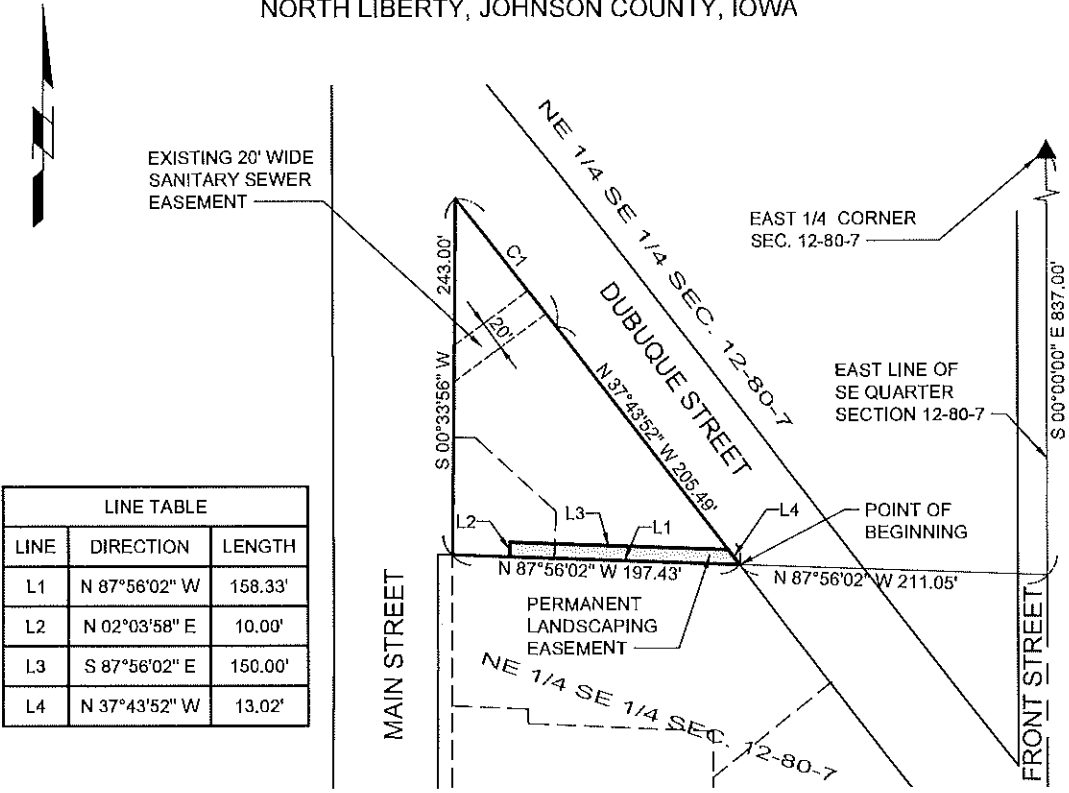
On this 22nd day of August, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Matthew J. Swift, to me personally known, who, being by me duly sworn, did say that he is the Manager of Slugs2, L.L.C., an Iowa Limited Liability Company, and that the instrument was signed on behalf of the company by the authority of its members, and that Matthew J. Swift acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the company, by it and by him voluntarily executed.


Notary Public in and for the State of Iowa



Notary Public in and for said State

EASEMENT EXHIBIT A
PERMANENT LANDSCAPING EASEMENT
 A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER
 SECTION 12, TOWNSHIP 80 NORTH, RANGE 7 WEST
 NORTH LIBERTY, JOHNSON COUNTY, IOWA



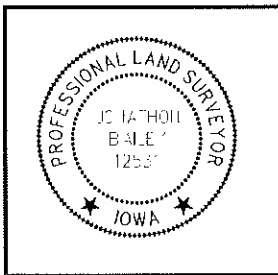
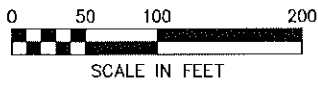
LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 87°56'02" W	158.33'
L2	N 02°03'58" E	10.00'
L3	S 87°56'02" E	150.00'
L4	N 37°43'52" W	13.02'

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD BRG	CHORD
C1	111.60'	5697.00'	N 38°17'33" W	111.60

SEE SHEET 2 FOR DESCRIPTION

ONLY THESE COPIES OF THIS DOCUMENT SIGNED AND DATED IN CONTRASTING INK COLOR ARE TO BE CONSIDERED CERTIFIED OFFICIAL COPIES PER IOWA ADMINISTRATION CODE 193C-6.1(5)

EASEMENT REQUESTED BY:
 THE CITY OF NORTH LIBERTY
 PROPERTY OWNER:
 SLUGS2 LLC



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: _____
 NAME: **JONATHON BAILEY**
 DATE: _____ LICENSE NUMBER: **12531**
 MY LICENSE RENEWAL DATE IS: **DECEMBER 31, 2022**
 PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: _____

SHIVEHATTERY
 ARCHITECTURE + ENGINEERING
 2839 Northgate Drive | Iowa City, Iowa 52245
 319.354.3040 | www.shive-hattery.com
 Iowa | Illinois | Indiana Illinois Firm Number: 184-000214

EASEMENT EXHIBIT				PROJECT NO.
A PART OF NE 1/4 SE 1/4 SEC. 12-80-7				120765-0
405 N. DUBUQUE STREET				
NORTH LIBERTY, JOHNSON COUNTY, IOWA				
DATE	6/27/2022	SCALE	AS SHOWN	SHEET NO.
DRAWN	JSB	FIELD BOOK	-	
APPROVED	JSB	REVISION		

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EASEMENT EXHIBIT A
PERMANENT LANDSCAPING EASEMENT
 A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER
 SECTION 12, TOWNSHIP 80 NORTH, RANGE 7 WEST
 NORTH LIBERTY, JOHNSON COUNTY, IOWA

DESCRIPTION

A permanent landscaping easement on that part of the Northeast Quarter of the Southeast Quarter of Section 12, Township 80 North, Range 7 West of the 5th P.M., North Liberty, Johnson County, Iowa described as follows:

Commencing as a point of reference at the East Quarter corner of Section 12, Township 80 North, Range 7 West of the 5th P.M.;

thence South 00°00'00" East 837.00 feet along the East line of the Southeast Quarter of Section 12-80-7 (assumed bearing for this description only);

thence North 87°56'02" West 211.05 feet to a point of intersection with the southwesterly right-of-way line of Dubuque Street and the point of beginning;

thence continuing North 87°56'02" West 158.33 feet;

thence North 2°03'58" East 10.00 feet;

thence South 87°56'02" East 150.00 feet to a point of intersection with the southwesterly right-of-way of Dubuque Street;

thence South 37°43'52" East 13.02 feet along said southwesterly right-of-way to the point of beginning.

Area: 3,076 square feet more or less.

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SHIVEHATTERY
 ARCHITECTURE + ENGINEERING
 2839 Northgate Drive | Iowa City, Iowa 52245
 319.354.3040 | www.shive-hattery.com
 Iowa | Illinois | Indiana Illinois Firm Number: 184-000214

EASEMENT EXHIBIT A PART OF NE 1/4 SE 1/4 SEC. 12-80-7 405 N. DUBUQUE STREET NORTH LIBERTY, JOHNSON COUNTY, IOWA		
DATE	6/27/2022	SCALE AS SHOWN
DRAWN	JSB	FIELD BOOK -
APPROVED	JSB	REVISION

PROJECT NO.
120765-0

SHEET NO.
2 of 2

Resolution No. 2022-101

**A RESOLUTION APPROVING THE PERMANENT LANDSCAPE
EASEMENT AGREEMENT BETWEEN SLUGS2, L.L.C. AND THE
CITY OF NORTH LIBERTY**

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

WHEREAS, a Landscape Easement is required for the installation, maintenance, removal and other needed items for landscaping on property adjacent to the City Hall Civic Campus Project;

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

NOW, THEREFORE, BE IT RESOLVED that the attached agreement between the City of North Liberty and SLUGS2, L.L.C. is approved for the property legally described as follows:

Commencing at a point of reference at the East Quarter of Section 12, Township 80 North, Range 7 West of the 5th P.M.;

Thence South 00°00'00" East 837.00 feet along the East line of the Southeast Quarter of Section 12-80-7 (assumed bearing for this description only);

Thence North 87°56'02" West 211.05 feet to point of intersection with the southwesterly right-of-way line of Dubuque Street and the point of beginning;

Thence continuing North 87°56'02" West 158.33 feet;

Thence North 2°03'58" East 10.00 feet;

Thence South 87°56'02" East 150.00 feet to a point of intersection with the southwesterly right-of-way of Dubuque Street;

Thence South 37°43'52" East 13.02 feet along said southwesterly right-of-way to the point of beginning.

Area: 3,076 square feet more or less.

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

APPROVED AND ADOPTED this 27th 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

TEMPORARY CONTRUCTION EASEMENT AGREEMENT

This agreement is made and entered into by and between SLUGS2, L.L.C., owner of the real estate described herein, (hereinafter referred to as "Property Owner," which expression shall include their agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar (\$1.00) plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary easement for the public purpose of constructing a new City Hall (the "Project"), under, over, through and across the areas described in the attached Exhibit A.

Additionally, as part of the consideration for this agreement,

- A. The Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall, nor shall the Property Owner be responsible for the initial costs of constructing or maintaining the Project.
- B. The City shall be responsible for the recording of this Agreement and payment of the costs for the same.
- C. The City shall indemnify and hold harmless the Property Owner, its successors and assigns, from and against any loss, damage, expense, cost, third party claims, causes of action, or other liabilities arising out of, or purporting to arise out of, the City's exercise of the rights granted under this Agreement. This indemnification and hold harmless shall include, but is not limited to, reasonable legal fees and cost of defense incurred by Property Owner.

DIVISION I – TEMPORARY EASEMENT

The Property Owner and the City agree that:

1. The temporary easement area being granted and conveyed by this Agreement is depicted on

and legally described in Exhibit A, which is attached and fully incorporated herein, and referred to herein as “temporary construction easement area.”

2. Property Owner does hereby grant and convey to City a temporary construction easement for the purpose of facilitating the City’s construction of the Project described above.
3. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the temporary construction easement area during the construction of the Project, without obtaining the prior written approval of the City Engineer.
4. The Property Owner shall not change the grade, elevation or contour of any part of the temporary construction easement area without obtaining the prior written consent of the City Engineer during the same timeframe, which consent shall not be unreasonably withheld.
5. The City shall have the right of access to the temporary construction easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
6. City covenants and agrees that driveways, fences and other site features that are removed or disturbed shall be replaced by City consistent with the final construction plans, which the City Engineer shall make available to the Property Owner upon request. City covenants and agrees that existing underground drainage tiles that are removed or disturbed shall, to the extent reasonably possible, be replaced by City. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by City.
7. The rights as described above in the temporary construction easement area shall commence upon execution hereof and shall cease and terminate following the completion of the construction of the Project.


DIVISION II – GENERAL

The Property Owner does hereby covenant with the City that the Property Owner holds said real estate described in this easement by title in fee simple; that the Property Owner has good and lawful authority to convey the same; and that the Property Owner covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

[Signature Page follows]

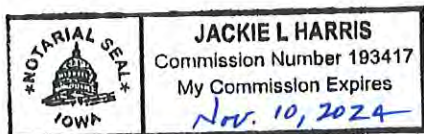
Dated this 22 day of August, 2022.


PROPERTY OWNER:

Signed: 
Matthew J. Swift
on behalf of Slugs2, L.L.C.

STATE OF IOWA, JOHNSON COUNTY: ss

On this 22nd day of August, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Matthew J. Swift, to me personally known, who, being by me duly sworn, did say that he is the Manager of Slugs2, L.L.C., an Iowa Limited Liability Company, and that the instrument was signed on behalf of the company by the authority of its members, and that Matthew J. Swift acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the company, by it and by him voluntarily executed.




Notary Public in and for the State of Iowa

CITY:

Signed: _____
Chris Hoffman, Mayor

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

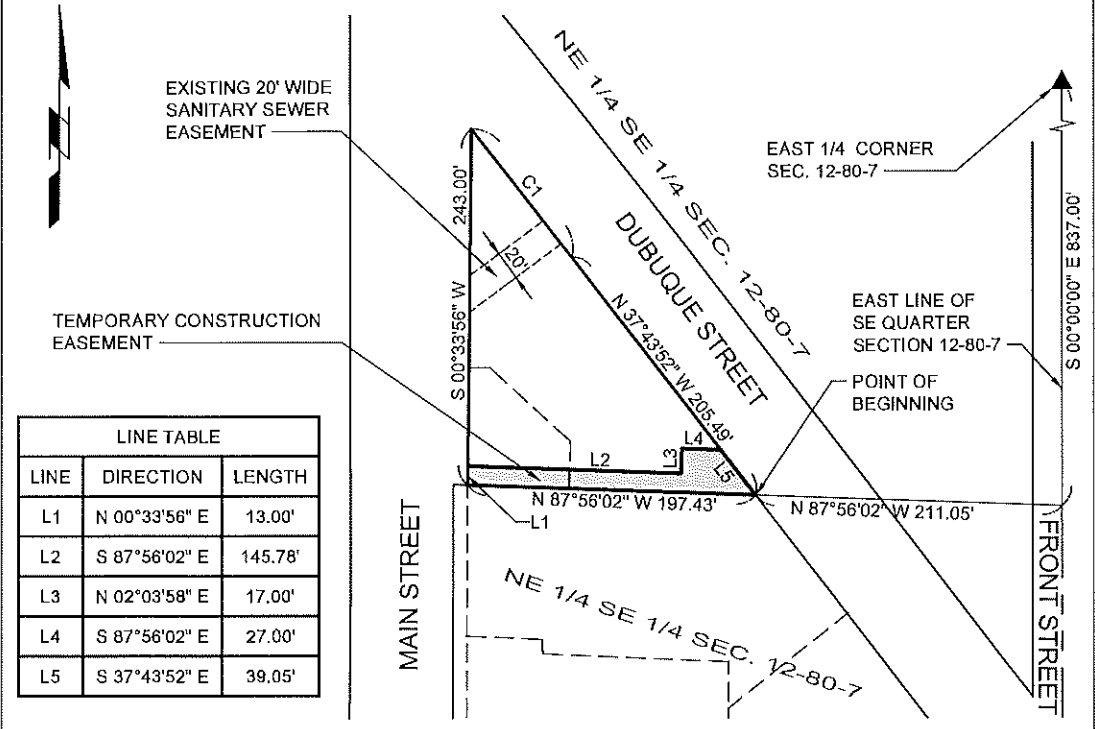
On this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Chris Hoffman and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, 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

EASEMENT EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT

A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER
SECTION 12, TOWNSHIP 80 NORTH, RANGE 7 WEST
NORTH LIBERTY, JOHNSON COUNTY, IOWA



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 00°33'56" E	13.00'
L2	S 87°56'02" E	145.78'
L3	N 02°03'58" E	17.00'
L4	S 87°56'02" E	27.00'
L5	S 37°43'52" E	39.05'

DESCRIPTION

A temporary construction easement on that part of the Northeast Quarter of the Southeast Quarter of Section 12, Township 80 North, Range 7 West of the 5th P.M., North Liberty, Johnson County, Iowa described as follows:

Commencing as a point of reference at the East Quarter corner of Section 12, Township 80 North, Range 7 West of the 5th P.M.;

thence South 00°00'00" East 837.00 feet along the East line of the Southeast Quarter of Section 12-80-7 (assumed bearing for this description only);

thence North 87°56'02" West 211.05 feet to a point of intersection with the southwesterly right-of-way line of Dubuque Street and the point of beginning;

thence continuing North 87°56'02" West 197.43 feet to a point of intersection with the easterly right-of-way of Main Street;

thence North 0°33'56" East 13.00 feet along said easterly right-of-way;

thence South 87°56'02" East 145.78 feet;

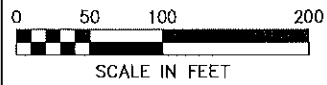
thence North 2°03'58" East 17.00 feet;

thence South 87°56'02" East 27.00 feet to a point of intersection with the southwesterly right-of-way of Dubuque Street;

thence South 37°43'52" East 39.05 feet along said southwesterly right-of-way to the point of beginning.

Area: 3,076 square feet more or less.

EASEMENT REQUESTED BY:
THE CITY OF NORTH LIBERTY
PROPERTY OWNER:
SLUGS2 LLC



CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD BRG	CHORD
C1	111.60'	5697.00'	N 38°17'33" W	111.60

SHIVEHATTERY
ARCHITECTURE + ENGINEERING
2839 Northgate Drive | Iowa City, Iowa 52245
319.354.3040 | www.shivehattery.com
Iowa | Illinois | Indiana Illinois Firm Number: 184-000214

EASEMENT EXHIBIT A PART OF NE 1/4 SE 1/4 SEC. 12-80-7 405 N. DUBUQUE STREET NORTH LIBERTY, JOHNSON COUNTY, IOWA			PROJECT NO. 120765-0
DATE 6/14/2022	SCALE AS SHOWN	DRAWN JSB	FIELD BOOK --
APPROVED JSB	REVISION	1 of 1	

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Resolution No. 2022-102

**A RESOLUTION APPROVING THE TEMPORARY
CONSTRUCTION EASEMENT AGREEMENT BETWEEN
SLUGS2, L.L.C. AND THE CITY OF NORTH LIBERTY**

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

WHEREAS, the City of North Liberty is constructing the City Hall Project adjacent to property owned by SLUGS2, L.L.C.;

WHEREAS, a temporary easement is necessary for this project;

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

NOW, THEREFORE, BE IT RESOLVED that that the attached agreement between the City of North Liberty and SLUGS, L.L.C. is approved for the City Hall Project, North Liberty, Iowa.

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

APPROVED AND ADOPTED this 27th 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



Owner Occupied Rehabilitation Project

REHABILITATION CONTRACT

PROJECT NAME: **North Liberty Housing Rehabilitation Project**

TO: OWNER(S), hereinafter referred to as the "**OWNER**"

Name: **Frances Beranek**

Street Address: **10 Heritage Drive**

City and State: **North Liberty, IA 52540**

TO: **City of North Liberty** hereinafter referred to as the "**PUBLIC AGENCY**"

Street Address: **3 Quail Creek Circle**

City and State: **North Liberty, IA 52317**

From: **Kirvan Enterprises LLC** hereinafter referred to as the "**CONTRACTOR**"

Street Address: **422 35th St SW**

City and State: **Altoona, IA 50009**

GENERAL CONDITIONS

1. Each Bid and Proposal for the Project shall be opened at the date and time specified in the Instructions to Bidders and shall be an irrevocable and continuing Bid and Proposal, which the PUBLIC AGENCY may accept for a thirty (30) day period from said date and time.
2. The Bid and Proposal shall be accepted by the PUBLIC AGENCY and OWNER upon approval of a Housing Rehabilitation Grant and/or Loan. If such Grant and/or Loan is disapproved, the entire Bid and Proposal is null and void.
3. The OWNER is obligated to issue a written Proceed Order within thirty (30) days from the acceptance of the CONTRACTOR'S Bid and proposal, and no work shall be commenced by the CONTRACTOR until CONTRACTOR has received such notice. If the Proceed Order is not received by the CONTRACTOR within this period, the CONTRACTOR has the option of withdrawing its Bid and Proposal.
4. The CONTRACTOR shall commence work by **September 21st, 2022**.
5. The CONTRACTOR shall satisfactorily complete all work by **December 21st, 2022**. Should all work not be satisfactorily completed by that date, and an extension is not granted by the City of North Liberty & ECICOG, liquefied damages will be charged to the contractor in the amount of 2% of the entire contract amount per week. Penalties shall be charged as follows:

1-7 days delinquent	2%
8-14 days delinquent	4%
15-21 days delinquent	6%
22-28 days delinquent	8% , etc. at the rate of 2% per 7 days.

6. Payment under this Contract shall be:

PROGRESS PAYMENTS. One progress shall be made when the contract is 50% complete, when work items completed equal at least 50% of the contract amount. An amount not to exceed ten (10) percent will be withheld from the progress payment and will be refunded after all work is completed and inspected and approved by the PUBLIC AGENCY, and OWNER.

Requests for progress payments and final payment shall be made by using the standard form provided by the PUBLIC AGENCY and no payment shall be disbursed until all required lien waivers and manufacturer's warranties have been delivered by the CONTRACTOR to the PUBLIC AGENCY and the PUBLIC AGENCY has inspected, approved, and verified the completed work claimed.

CHANGE ORDERS: Are not allowed without prior approval received from Owner and ECICOG.

7. Measurements stated in the Project Specifications ("Exhibit A", attached), or Drawings ("Exhibit B", if applicable, attached) are only approximate. The CONTRACTOR is responsible for making exact measurements to assure that the specific items called for in the Project Specifications or Drawings will be completely provided for. The intent of the Project Specifications, Drawings (if any) and the Rehabilitation Specifications is to serve as guidelines and any omissions in the description of workmanship do not relieve the CONTRACTOR of delivering a completed project in accordance with generally accepted practices.

8. The CONTRACTOR shall be required and agrees to:

(a) Furnish evidence of the following minimum insurance coverage & limits:

<u>Class of Coverage</u>	<u>Bodily Injury</u>	<u>Property Damage</u>
Liability	\$100,000/\$300,000	\$100,000
Workers Compensation	Statutory/\$100,000	

The CONTRACTOR shall submit a Certificate of Coverage to the PUBLIC AGENCY for approval and no cancellation or change in coverage shall be permitted without a written notice of such change or cancellation, which must be presented to the PUBLIC AGENCY ten (10) days prior to any such alteration. If coverage is due to expire during the contract period, a new Certificate of Coverage shall be presented to the Public Agency.

(b) Obtain and pay for all permits and licenses necessary for the execution and completion of the work and labor to be performed.

(c) Perform all work in accordance with the Project Specifications, Drawings (if applicable), and Rehabilitation Specifications. Where the Project Specifications, Drawings, or Rehabilitation Specifications are silent or ambiguous, the CONTRACTOR shall immediately contact the PUBLIC AGENCY for appropriate instructions. If the Project Specifications, Drawings, or Rehabilitation Specifications conflict with local codes or ordinances, the more stringent requirement shall apply.

- (d) During the performance of this Contract, the CONTRACTOR agrees as follows:
- (i) Financial Management guidelines issued by the U.S. Office of Management and Budget, OMB Circular A-133 ("Single Audit Act amendment 1996"), OMB Circular A-122 ("Cost Principles for Nonprofit Organizations"); OMB Circular A-87("Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally recognized Indian Tribal Governments"); OMB Circular A-128 ("Audits of State and Local Governments").
 - (ii) Section 109 of Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.); and regulations which implement these laws.
 - (iii) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the Iowa Civil Rights Act of 1965; Iowa Executive Order #15, dated April 2, 1973, and Executive Order #34, dated July 22, 1988; Presidential Executive Order 11063, as amended by Executive Order 12259; Presidential Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794); the Americans with Disabilities Act, as applicable, (P.L. 101-336, 42 U.S.C. 12101-12213; the Age Discrimination Act of 1975 as amended (42 U.S.C. 6101 et seq.); and related Civil Rights and Equal Opportunity Statutes; and regulations which implement these laws.
 - (iv) Fair Housing Act, Public Law 90-284. The Public Fair Housing Act is part of Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. 3601 et seq.); Section 109 of the Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309); Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u); and regulations which implement these laws.
 - (v) Department of Housing and Urban Development regulations governing the CDBG program, 24 Code of Federal Regulations, Part 570.
 - (vi) Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (P.L. 101-235), and implementing regulations.
 - (vii) Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4821 - 4846) and implementing regulations.
 - (viii) Davis-Bacon Act, as amended (40 U.S.C. 276a – 276a-5), where applicable under 24 CFR 92.354; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); the Department of Defense Reauthorization Act of 1986; and regulations which implement these laws.
 - (ix) National Environmental Policy Act of 1969 and implementing regulations.
 - (x) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA)(42U.S.C. 4601 – 4655) and implementing regulations; Section 104 (d) of the Housing and Community Development act of 1974, as amended, governing the residential anti-displacement and relocation assistance plan; and Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended, governing optional relocation assistance.
 - (xi) Administrative rules adopted by the Iowa Department of Economic Development, 261 Iowa Administrative Code, chapter 23.

- (xii) Financial and Program Management guidelines issued by the Iowa Department of Economic Development; the Iowa HOME Management Guide, the IDED Audit Guide.
- (xiii) Government-wide Restriction on Lobbying Certification [Section 319 of Public Law 101-121] and implementing regulations.
- (xiv) Fair Labor Standards Act and implementing regulations.
- (xv) Hatch Act (regarding political partisan activity and federally funded activities) and implementing regulations.
- (xvi) Citizen participation, hearing and access to information requirements found under sections 104(a)(2) and 104(a)(3) of Title I of the Housing and Community Development Act of 1974, as amended.
- (xvii) Subsection 104(1) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the prohibition of the use of excessive force in nonviolent civil rights demonstrations and the enforcement of state and local laws on barring entrances to or exit from facilities subject to such demonstrations.
- (xviii) Drug-Free Workplace Act.
- (xix) Executive Orders 11625, 12432, and 12138 as amended, to encourage the use of minority and women's business enterprises in connection with activities funded under the program.

EXECUTIVE ORDER 11246, as amended by Executive Order 11375

FEDERAL EXECUTIVE ORDERS 11246 and 11375 require that all contracts in excess of \$10,000 include the following language:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements, for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers within which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order Number 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contract will comply with all provision of Executive Order Number 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order Number 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant hereto, and will permit access to his books, records, and accounts by the contracting

agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order Number 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order Number 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of Paragraphs (1) through (7) in every subcontractor of purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order Number 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor become involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

In addition, per 2 CFR 200.322, recipients shall include in all request for proposals and bid documents over \$10,000 the following language:

"The contractor agrees to comply with all of the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulator provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

- (e) The CONTRACTOR shall keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. He will move and replace furniture as necessary during the course of work. Materials and equipment that are removed and replaced as part of the work shall belong to the CONTRACTOR, unless other arrangements are made and approved by the Public Agency.
- (f) The CONTRACTOR shall not assign or modify this Contract without written consent from the OWNER and the PUBLIC AGENCY. Such a request shall be made in writing and shall be addressed to the PUBLIC AGENCY.
- (g) The CONTRACTOR shall guarantee the work performed for a minimum period of one (1) year from the date of final acceptance, except where longer warranties are specified in the Rehabilitation Specifications. He shall furnish the OWNER, in care of the PUBLIC AGENCY all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this Contract.
- (h) He shall permit the PUBLIC AGENCY to examine and inspect the work on a continuing basis.

9. The OWNER will cooperate with the CONTRACTOR to facilitate the performance of the work, including the removal and replacement of rugs, coverings and furniture, as required and upon request by CONTRACTOR, to make choices of shingle colors, paint colors, floor coverings (under allowance price), formica colors, etc., in a timely manner so as not to hinder the progress of the work.
10. The premises shall be occupied during the course of the work under this Contract.
11. The CONTRACTOR will defend, indemnify and hold harmless the OWNER, the PUBLIC AGENCY and its officers, commissioners, and employees from liability and claims for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from any of the CONTRACTOR'S actions under this Contract.
12. The CONTRACTOR shall protect, defend and indemnify the OWNER from any claims for unpaid work, labor or materials. Payment shall not be due the CONTRACTOR until he has delivered to the PUBLIC AGENCY complete release of all liens arising out of this Contract or receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to the OWNER, and the PUBLIC AGENCY, all to the satisfaction of the Public Agency.
13. No modification of this Contract shall be made except by written Change Order, signed by the CONTRACTOR, accepted by the OWNER, and approved by the PUBLIC AGENCY. Any changes made to this Contract without obtaining such approval shall be the CONTRACTOR'S liability.
14. No public official, employee, or board or commission member of the PUBLIC AGENCY shall have any interest, direct or indirect, in this Contract.
15. This Contract consists of the Bid and Proposal, including acceptance by the OWNER, PUBLIC AGENCY, and the following documents incorporated herein by reference and identified as follows:
 - "EXHIBIT A" PROJECT SPECIFICATIONS
 - "EXHIBIT B" REHABILITATION SPECIFICATIONS
 - "EXHIBIT C" CONTRACTOR APPLICATION FORM
16. Disputes or claims pertaining to the Project Specifications, Drawings (if applicable), Rehabilitation Specifications, or workmanship will be mediated by the Public Agency and a written determination of finding will be provided the OWNER, CONTRACTOR, and PUBLIC AGENCY. If any interested party desires to contest such findings, a written request for review shall be submitted to the PUBLIC AGENCY, who shall present the grievance before the governing body of the PUBLIC AGENCY at its earliest regular meeting for resolution. The decision of the PUBLIC AGENCY shall be final and binding on all interested parties.
17. If the CONTRACTOR defaults or neglects to carry out the work in accordance with this Contract, or fails to perform any provision of this Contract, the PUBLIC AGENCY may, after seven (7) days written notice from the PUBLIC AGENCY

to the CONTRACTOR and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the CONTRACTOR. If the unpaid balance of the Contract sum exceeds the expense of finishing or correcting the work, such excess shall be paid to the CONTRACTOR. If such expense exceeds the unpaid balance of the Contract, the CONTRACTOR shall pay the difference to the PUBLIC AGENCY.

The PUBLIC AGENCY reserves the right to terminate this Contract for reasonable cause. Reasonable cause shall be generally defined as any action which demonstrates an unwillingness on the part of the CONTRACTOR to carry out the work in a timely and professional manner with a minimum of inconvenience to the OWNER. Such actions may be explicit or implicit and include, but are not necessarily limited to:

- (a) Failure by the CONTRACTOR to keep scheduled appointments with the OWNER or the PUBLIC AGENCY.
 - (b) Flagrant disregard by the CONTRACTOR of the rights of the OWNER under this Contract, including the misrepresentation of any provision of the Project Specifications, Drawings (if applicable) or the Rehabilitation Specifications;
 - (c) Consistent production of unacceptable work by the CONTRACTOR.
18. Neither the final payment nor any provision of this Contract, nor partial or entire use or occupancy of the premises by the OWNER shall constitute an acceptance of work not done in accordance with this Contract or relieve the CONTRACTOR of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The CONTRACTOR shall be compensated for all approved work performed up to the date of said notification.
19. Nothing contained herein shall establish the PUBLIC AGENCY in this Contract as other than a grantor or lender of funds with authority to review and inspect work performed under this Contract to the end that funds will be efficiently used as intended for the betterment of the Community in general and the OWNER in particular.
20. Prior to executing this Contract, the CONTRACTOR certifies that he/she has thoroughly inspected the premises and has determined the conditions of occupancy, availability of temporary utilities, identified any hazards or special conditions that might arise during the course of the work. If water, electricity, or telephone service is connected to the premises at the time this Contract is executed, the OWNER shall permit the CONTRACTOR to use any such services so connected without charge during the course of the work. The telephone may be used by the CONTRACTOR for non-toll calls only. Any binding provisions between the OWNER and CONTRACTOR shall be set forth in this Contract; the PUBLIC AGENCY shall not under any instance, become involved in a dispute between the OWNER and the CONTRACTOR arising from work performed outside this Contract.
21. Should serious structural deficiencies and/or building code violations be found during the course of the work, and such deficiencies are such that they would not

be apparent prior to the commencement of work to a skilled and prudent contractor experienced in the type of work hereunder, the CONTRACTOR shall not be required to correct any such deficiencies under this Contract unless a price adjustment is agreed upon by the OWNER and CONTRACTOR and approved by the PUBLIC AGENCY.

22. The CONTRACTOR certifies and represents that he is not now nor has he ever been barred from participating in Federal contracts.
23. The PUBLIC AGENCY reserves the right to institute legal proceedings on behalf of the OWNER in any and all instances where the CONTRACTOR refuses to comply with the stipulations of this Contract. However, no such action will be instituted until all reasonable attempts to resolve the noncompliance have failed.
24. The CONTRACTOR and his subcontractors shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of the work to give up any part of the compensation to which he or she is entitled.
25. The CONTRACTOR shall, for a period of five (5) years, beginning with the date of receipt of final payment, furnish all information and reports required by Executive Order 11246 of September 24, 1965, and will permit access to books, records, and accounts by the Owner, Department of Housing and Urban Development, the Secretary of Labor, the Office for Planning and Programming, or their authorized representatives, for purposes of investigation to ascertain compliance.
26. The CONTRACTOR agrees that in the event of the death of the OWNER not survived by a spouse prior to the commencement of the work, this Contract shall terminate immediately. The CONTRACTOR further agrees that should the death of the OWNER occur after commencement of the work, but before completion and acceptance, this Contract shall also terminate immediately; provided, however, that the CONTRACTOR shall be allowed to continue that phase of the work commenced, as is necessary to complete that segment of the work being carried out at the time of the OWNER'S death. In such event, the CONTRACTOR shall be reimbursed on the basis of a proration of the completed work as compared with the work remaining to be completed. In either case of the termination of this Contract upon the OWNER'S death, the OWNER'S estate, and the PUBLIC AGENCY shall be released and relieved of any such duties and obligations under this Contract, except as listed in this clause.
27. The CONTRACTOR agrees to comply with Section 3 of the Housing and Urban Development Act of 1968, set forth as follows:
 - (a) The work to be performed under this Contract is on a project assisted under a program provided direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of the said Section 3 clause. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- (b) The CONTRACTOR certifies that he is under no contractual or other disability which would prevent him from complying with the Section 3 clause.
- (c) The CONTRACTOR shall include the Section 3 clause in every subcontract for work in connection with the project and shall, at the direction of the PUBLIC AGENCY take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation. The CONTRACTOR shall not subcontract with any subcontractor where he has notice or knowledge that the latter has been found in violation of the Section 3 clause and shall not let any subcontract unless the subcontractor has first provided the CONTRACTOR a written statement of his ability to comply with the Section 3 clause.
- (d) The CONTRACTOR shall provide each labor union or organization with which he has a collective bargaining agreement or contact or understanding, if any, a notice advertising the said organization of the CONTRACTOR'S commitment under the Section 3 clause. The CONTRACTOR shall post such notice in conspicuous places available to employees and applicants for employment or training.

28. This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provisions hereof. No other work shall be done, nor additional monies paid, unless provided for in a previously written contract or change order, signed by the parties hereto, and approved in writing by the PUBLIC AGENCY.

29. Lead Base Paint & Lead-Safe Housing Regulations, 24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG Program.

The use of lead-based paint materials on any surface, interior or exterior, is prohibited.

CIVIL RIGHTS ACT OF 1964 - Title VI Clause

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

SECTION 109 OF TITLE I OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, sex, age, or handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

AGE DISCRIMINATION ACT OF 1975, AS AMENDED

No person in the United States shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age, under any program or activity receiving federal funds.

SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

No otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funds.

TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968 (as amended by the Community Development and Housing Act of 1974 to include discrimination based on sex)

No person shall be subject to the following acts because of race, color, religion, sex, national origin, physical or mental disabilities, or familial status: refusing to sell or rent to, deal or negotiate with any person (Section 804a); Discriminating in terms or conditions for buying or renting housing (Section 804b); Discriminating by advertising that housing is available only to persons of a certain race, color, religion, sex, or national origin (Section 804c); Denying that housing is available for inspection, sale or rent when it really is available (Section 804d); "Blockbusting" - for profit, persuading owners to sell or rent housing by telling them that minority groups are moving into the neighborhood (Section 804e); Denying or making different terms or conditions for home loans by commercial lenders (Section 805); Denying to anyone the use of or participation in any real estate services related to the selling or renting of housing (Section 806).

IOWA EXECUTIVE ORDER 15 OF 1973, AS AMENDED BY IOWA EXECUTIVE ORDER 11 OF 1984.

The CONTRACTOR will comply with the nondiscrimination provisions of the Iowa Civil Rights Act of 1965.

THE AMERICANS WITH DISABILITIES ACT

No person shall be denied equal opportunity because of a disability in public accommodations, employment, transportation, state and local government services and telecommunications.

ACCESS AND MAINTENANCE OF RECORDS

The CONTRACTOR shall, for a period of five (5) years, beginning with the date of receipt of final payment, furnish all information and reports required and will permit access to books, records, and accounts by the Public Agency, the Iowa Economic Development Authority, the Department of Housing and Urban Development, the Secretary of Labor, the Office for Planning and Programming, or their authorized representatives, for purposes of investigation to ascertain compliance.

TERMINATION CLAUSE

The PUBLIC AGENCY has the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination.

CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING.

"The Grantee certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

Section 3 clause

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

BID AND PROPOSAL

In consideration of the agreements herein set forth, the CONTRACTOR proposes to furnish all the materials and perform all the work described in, and in accordance with, the Contract identified in Section 15 of the General Conditions for the total lump sum of \$21,500.00. This amount includes all sales and other taxes.

The undersigned agree to all provisions of this Contract.

OWNER

Owner's Signature: Francis Beanel

Owner's Signature: _____

Date: 9-7-2022

GENERAL CONTRACTOR

Officer's Signature: [Signature]

Date: 9-7-22

PROJECT ADMINISTRATOR

ECICOG signature: [Signature]

Date: 9-7-22

CITY OF NORTH LIBERTY

Representative's Signature: _____

Date: _____

Prepared By and Return To: Mark Culver, ECICOG, 700 16th Street, NE, Suite 301, Cedar Rapids, IA 52402 319-365-9941

**City of North Liberty Housing Rehabilitation Program
Forgivable Loan
Page 1 of 2**

WHEREAS, the City of North Liberty, (hereinafter referred to as CITY) has established the Housing Rehabilitation Program to assist homeowners with housing rehabilitation, and

WHEREAS, Frances A Beranek, (hereinafter referred to as owner) qualifies under the City Housing Rehabilitation Program for a total loan of Twenty One Thousand Five Hundred dollars and no cents (\$21,500) for housing rehabilitation, and

WHEREAS, a requirement of the City Housing Rehabilitation Program is for the repayment of the loan to be in the amount shown in the Promissory Note whenever the property is sold or transferred, or used as a rental.

THEREFORE, in consideration of the awarding of the loan the mutual covenants and promises of the parties and other good and valuable consideration, the CITY, and the OWNER agree as follows:

FORGIVABLE LOAN PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned jointly and severally promises to pay to the order of the CITY, the sum of as follows:

****Plus or minus any increase or decrease in bid or change orders in the amount of \$ _____ for a total indebtedness of \$ _____.**

- A. If the below described property is sold or transferred, or used as rental property, from the date of this agreement to it's first year anniversary, 100% of the amount shown above shall be due.
- B. If the below described property is sold or transferred, or used as rental property, between the 1st and 2nd year anniversary of this instrument, 80% of the amount shown shall be called due.
- C. Thereafter, each year, the loan shall depreciate at the rate of 20% per year until the loan is completely forgiven.

MORTGAGE (State Law Reference)

TO HAVE AND TO HOLD the said real estate with all appurtenances thereto belonging unto the CITY, its successors and assigns, forever, OWNER hereby covenanting for themselves, their executors, administrators and assigns, that they have full right, power and authority to convey said real estate and its appurtenances, and that they will warrant and defend the title thereto unto the CITY, its successors and assigns, against the claims of all persons whomsoever lawfully claiming the same; and the OWNER hereby relinquish all their contingent rights including dower and homestead, which they have in and to said described real estate.

Homeowner Initials: FO

City of North Liberty Housing Rehabilitation Program

Prepared By and Return To: Mark Culver, ECICOG, 700 16th Street, NE, Suite 301, Cedar Rapids, IA 52402 319-365-9941

**Forgivable Loan
Page 2 of 2**

I, Frances A Beranek, do hereby mortgage, grant and convey to the City of North Liberty, the following described property in the CITY OF North Liberty, COUNTY OF Johnson, STATE OF IOWA, to secure the payment of the promissory note set out above.

LEGAL DESCRIPTION: SEE ATTACHED.

THE REAL PROPERTY OR ITS ADDRESS ALSO KNOWN AS: 10 HERITAGE DRIVE, NORTH LIBERTY, IA 52540

OWNER COVENANTS that Owner is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Owner warrants and will defend generally the title to the Property against all claims and demands subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

1. **TAXES:** Owner shall pay each installment of all taxes and special assessments of every kind, new or hereafter levied against said property, or any part thereof, before same become delinquent, without notice or demand.
2. **INSURANCE:** Owner shall keep in force insurance on all buildings against loss by fire, tornado and other hazards, casualties and contingencies as City may require.
3. **REPAIRS TO THE PROPERTY:** Owner shall keep the buildings and other improvements on said premises in as good repair and condition, as same may now be, or are hereafter placed; ordinary wear and tear only accepted, and shall not suffer or commit waste on or to said security.

EXECUTED BY:

Frances A. Beranek
Frances A Beranek (Owner)

9-7-2022
DATE

(Owner)

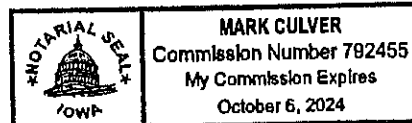
DATE

Chris Hoffman – City of North Liberty Mayor

DATE

BE IT REMEMBERED, that on this 7th day of September 2022, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Frances A Beranek who personally known to me to such person duly acknowledged the execution of the same. IN TESTIMONY WHEREOF, I have hereto set my hand and notarial seal, the day and year last written above.

NOTARY PUBLIC



Prepared By and Return To: Mark Culver, ECICOG, 700 16th Street, NE, Suite 301, Cedar Rapids, IA 52402 319-365-9941

Legal Description

BEGINNING AT THE NORTHEAST CORNER OF LOT 62 OF LIBERTY HEIGHTS ADDITION TO NORTH LIBERTY, IOWA, AS RECORDED IN PLAT BOOK 16 AT PAGE 80 OF THE RECORDS OF THE JOHNSON COUNTY RECORDER'S OFFICE; THENCE N 90°00'00"E, 28.00 FEET ALONG THE SOUTHERLY LINE OF ZELLER STREET; THENCE S 00°00'00"W, 79.00 FEET; THENCE 90°00'00"W, 28.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 62; THENCE S 90°00'00" W, 90.00 FEET TO A POINT ON THE WEST LINE OF LOT 62, WHICH IS 121.00 FEET, N 00°00'00"E OF THE SOUTHWEST CORNER THEREOF; THENCE N 00°00'00"E, 64.00 FEET; THENCE NORTHEASTERLY 23.56 FEET ALONG A 15.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, WHOSE 21.21 FOOT CHORD BEARS N 45°00'00"E; THENCE N 90°00'00"E, 75.00 FEET ALONG THE NORTH LINE OF SAID LOT 62 TO THE POINT OF BEGINNING.

REHABILITATION CONTRACT

PROJECT NAME: **North Liberty Housing Rehabilitation Project**

TO: OWNER(S), hereinafter referred to as the "**OWNER**"

Name: **Suzanne & James Mitchell**

Street Address: **175 Juniper Ct**

City and State: **North Liberty, IA 52540**

TO: **City of North Liberty** hereinafter referred to as the "**PUBLIC AGENCY**"

Street Address: **3 Quail Creek Circle**

City and State: **North Liberty, IA 52317**

From: **Kirvan Enterprises LLC** hereinafter referred to as the "**CONTRACTOR**"

Street Address: **422 35th St SW**

City and State: **Altoona, IA 50009**

GENERAL CONDITIONS

1. Each Bid and Proposal for the Project shall be opened at the date and time specified in the Instructions to Bidders and shall be an irrevocable and continuing Bid and Proposal, which the PUBLIC AGENCY may accept for a thirty (30) day period from said date and time.
2. The Bid and Proposal shall be accepted by the PUBLIC AGENCY and OWNER upon approval of a Housing Rehabilitation Grant and/or Loan. If such Grant and/or Loan is disapproved, the entire Bid and Proposal is null and void.
3. The OWNER is obligated to issue a written Proceed Order within thirty (30) days from the acceptance of the CONTRACTOR'S Bid and proposal, and no work shall be commenced by the CONTRACTOR until CONTRACTOR has received such notice. If the Proceed Order is not received by the CONTRACTOR within this period, the CONTRACTOR has the option of withdrawing its Bid and Proposal.
4. The CONTRACTOR shall commence work by **September 21st, 2022.**
5. The CONTRACTOR shall satisfactorily complete all work by **December 21st, 2022.** Should all work not be satisfactorily completed by that date, and an extension is not granted by the City of North Liberty & ECICOG, liquefied damages will be charged to the contractor in the amount of 2% of the entire contract amount per week. Penalties shall be charged as follows:

1-7 days delinquent	2%
8-14 days delinquent	4%
15-21 days delinquent	6%
22-28 days delinquent	8% , etc. at the rate of 2% per 7 days.

6. Payment under this Contract shall be:

PROGRESS PAYMENTS. One progress shall be made when the contract is 50% complete, when work items completed equal at least 50% of the contract amount. An amount not to exceed ten (10) percent will be withheld from the progress payment and will be refunded after all work is completed and inspected and approved by the PUBLIC AGENCY, and OWNER.

Requests for progress payments and final payment shall be made by using the standard form provided by the PUBLIC AGENCY and no payment shall be disbursed until all required lien waivers and manufacturer's warranties have been delivered by the CONTRACTOR to the PUBLIC AGENCY and the PUBLIC AGENCY has inspected, approved, and verified the completed work claimed.

CHANGE ORDERS: Are not allowed without prior approval received from Owner and ECICOG.

7. Measurements stated in the Project Specifications ("Exhibit A", attached), or Drawings ("Exhibit B", if applicable, attached) are only approximate. The CONTRACTOR is responsible for making exact measurements to assure that the specific items called for in the Project Specifications or Drawings will be completely provided for. The intent of the Project Specifications, Drawings (if any) and the Rehabilitation Specifications is to serve as guidelines and any omissions in the description of workmanship do not relieve the CONTRACTOR of delivering a completed project in accordance with generally accepted practices.

8. The CONTRACTOR shall be required and agrees to:

(a) Furnish evidence of the following minimum insurance coverage & limits:

<u>Class of Coverage</u>	<u>Bodily Injury</u>	<u>Property Damage</u>
Liability	\$100,000/\$300,000	\$100,000

Workers Compensation Statutory/\$100,000

The CONTRACTOR shall submit a Certificate of Coverage to the PUBLIC AGENCY for approval and no cancellation or change in coverage shall be permitted without a written notice of such change or cancellation, which must be presented to the PUBLIC AGENCY ten (10) days prior to any such alteration. If coverage is due to expire during the contract period, a new Certificate of Coverage shall be presented to the Public Agency.

(b) Obtain and pay for all permits and licenses necessary for the execution and completion of the work and labor to be performed.

(c) Perform all work in accordance with the Project Specifications, Drawings (if applicable), and Rehabilitation Specifications. Where the Project Specifications, Drawings, or Rehabilitation Specifications are silent or ambiguous, the CONTRACTOR shall immediately contact the PUBLIC AGENCY for appropriate instructions. If the Project Specifications, Drawings, or Rehabilitation Specifications conflict with local codes or ordinances, the more stringent requirement shall apply.

- (d) During the performance of this Contract, the CONTRACTOR agrees as follows:
- (i) Financial Management guidelines issued by the U.S. Office of Management and Budget, OMB Circular A-133 ("Single Audit Act amendment 1996"), OMB Circular A-122 ("Cost Principles for Nonprofit Organizations"); OMB Circular A-87("Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally recognized Indian Tribal Governments"); OMB Circular A-128 ("Audits of State and Local Governments").
 - (ii) Section 109 of Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.); and regulations which implement these laws.
 - (iii) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the Iowa Civil Rights Act of 1965; Iowa Executive Order #15, dated April 2, 1973, and Executive Order #34, dated July 22, 1988; Presidential Executive Order 11063, as amended by Executive Order 12259; Presidential Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794); the Americans with Disabilities Act, as applicable, (P.L. 101-336, 42 U.S.C. 12101-12213; the Age Discrimination Act of 1975 as amended (42 U.S.C. 6101 et seq.); and related Civil Rights and Equal Opportunity Statutes; and regulations which implement these laws.
 - (iv) Fair Housing Act, Public Law 90-284. The Public Fair Housing Act is part of Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. 3601 et seq.); Section 109 of the Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309); Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u); and regulations which implement these laws.
 - (v) Department of Housing and Urban Development regulations governing the CDBG program, 24 Code of Federal Regulations, Part 570.
 - (vi) Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (P.L. 101-235), and implementing regulations.
 - (vii) Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4821 - 4846) and implementing regulations.
 - (viii) Davis-Bacon Act, as amended (40 U.S.C. 276a – 276a-5), where applicable under 24 CFR 92.354; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); the Department of Defense Reauthorization Act of 1986; and regulations which implement these laws.
 - (ix) National Environmental Policy Act of 1969 and implementing regulations.
 - (x) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA)(42U.S.C. 4601 – 4655) and implementing regulations; Section 104 (d) of the Housing and Community Development act of 1974, as amended, governing the residential anti-displacement and relocation assistance plan; and Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended, governing optional relocation assistance.
 - (xi) Administrative rules adopted by the Iowa Department of Economic Development, 261 Iowa Administrative Code, chapter 23.

- (xii) Financial and Program Management guidelines issued by the Iowa Department of Economic Development; the Iowa HOME Management Guide, the IDED Audit Guide.
- (xiii) Government-wide Restriction on Lobbying Certification [Section 319 of Public Law 101-121] and implementing regulations.
- (xiv) Fair Labor Standards Act and implementing regulations.
- (xv) Hatch Act (regarding political partisan activity and federally funded activities) and implementing regulations.
- (xvi) Citizen participation, hearing and access to information requirements found under sections 104(a)(2) and 104(a)(3) of Title I of the Housing and Community Development Act of 1974, as amended.
- (xvii) Subsection 104(1) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the prohibition of the use of excessive force in nonviolent civil rights demonstrations and the enforcement of state and local laws on barring entrances to or exit from facilities subject to such demonstrations.
- (xviii) Drug-Free Workplace Act.
- (xix) Executive Orders 11625, 12432, and 12138 as amended, to encourage the use of minority and women's business enterprises in connection with activities funded under the program.

EXECUTIVE ORDER 11246, as amended by Executive Order 11375

FEDERAL EXECUTIVE ORDERS 11246 and 11375 require that all contracts in excess of \$10,000 include the following language:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements, for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers within which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order Number 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contract will comply with all provision of Executive Order Number 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order Number 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant hereto, and will permit access to his books, records, and accounts by the contracting

agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order Number 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order Number 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of Paragraphs (1) through (7) in every subcontractor of purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order Number 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor become involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

In addition, per 2 CFR 200.322, recipients shall include in all request for proposals and bid documents over \$10,000 the following language:

"The contractor agrees to comply with all of the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulator provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

- (e) The CONTRACTOR shall keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. He will move and replace furniture as necessary during the course of work. Materials and equipment that are removed and replaced as part of the work shall belong to the CONTRACTOR, unless other arrangements are made and approved by the Public Agency.
- (f) The CONTRACTOR shall not assign or modify this Contract without written consent from the OWNER and the PUBLIC AGENCY. Such a request shall be made in writing and shall be addressed to the PUBLIC AGENCY.
- (g) The CONTRACTOR shall guarantee the work performed for a minimum period of one (1) year from the date of final acceptance, except where longer warranties are specified in the Rehabilitation Specifications. He shall furnish the OWNER, in care of the PUBLIC AGENCY all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this Contract.
- (h) He shall permit the PUBLIC AGENCY to examine and inspect the work on a continuing basis.

9. The OWNER will cooperate with the CONTRACTOR to facilitate the performance of the work, including the removal and replacement of rugs, coverings and furniture, as required and upon request by CONTRACTOR, to make choices of shingle colors, paint colors, floor coverings (under allowance price), formica colors, etc., in a timely manner so as not to hinder the progress of the work.
10. The premises shall be occupied during the course of the work under this Contract.
11. The CONTRACTOR will defend, indemnify and hold harmless the OWNER, the PUBLIC AGENCY and its officers, commissioners, and employees from liability and claims for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from any of the CONTRACTOR'S actions under this Contract.
12. The CONTRACTOR shall protect, defend and indemnify the OWNER from any claims for unpaid work, labor or materials. Payment shall not be due the CONTRACTOR until he has delivered to the PUBLIC AGENCY complete release of all liens arising out of this Contract or receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to the OWNER, and the PUBLIC AGENCY, all to the satisfaction of the Public Agency.
13. No modification of this Contract shall be made except by written Change Order, signed by the CONTRACTOR, accepted by the OWNER, and approved by the PUBLIC AGENCY. Any changes made to this Contract without obtaining such approval shall be the CONTRACTOR'S liability.
14. No public official, employee, or board or commission member of the PUBLIC AGENCY shall have any interest, direct or indirect, in this Contract.
15. This Contract consists of the Bid and Proposal, including acceptance by the OWNER, PUBLIC AGENCY, and the following documents incorporated herein by reference and identified as follows:
 - "EXHIBIT A" PROJECT SPECIFICATIONS
 - "EXHIBIT B" REHABILITATION SPECIFICATIONS
 - "EXHIBIT C" CONTRACTOR APPLICATION FORM
16. Disputes or claims pertaining to the Project Specifications, Drawings (if applicable), Rehabilitation Specifications, or workmanship will be mediated by the Public Agency and a written determination of finding will be provided the OWNER, CONTRACTOR, and PUBLIC AGENCY. If any interested party desires to contest such findings, a written request for review shall be submitted to the PUBLIC AGENCY, who shall present the grievance before the governing body of the PUBLIC AGENCY at its earliest regular meeting for resolution. The decision of the PUBLIC AGENCY shall be final and binding on all interested parties.
17. If the CONTRACTOR defaults or neglects to carry out the work in accordance with this Contract, or fails to perform any provision of this Contract, the PUBLIC AGENCY may, after seven (7) days written notice from the PUBLIC AGENCY

to the CONTRACTOR and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the CONTRACTOR. If the unpaid balance of the Contract sum exceeds the expense of finishing or correcting the work, such excess shall be paid to the CONTRACTOR. If such expense exceeds the unpaid balance of the Contract, the CONTRACTOR shall pay the difference to the PUBLIC AGENCY.

The PUBLIC AGENCY reserves the right to terminate this Contract for reasonable cause. Reasonable cause shall be generally defined as any action which demonstrates an unwillingness on the part of the CONTRACTOR to carry out the work in a timely and professional manner with a minimum of inconvenience to the OWNER. Such actions may be explicit or implicit and include, but are not necessarily limited to:

- (a) Failure by the CONTRACTOR to keep scheduled appointments with the OWNER or the PUBLIC AGENCY.
 - (b) Flagrant disregard by the CONTRACTOR of the rights of the OWNER under this Contract, including the misrepresentation of any provision of the Project Specifications, Drawings (if applicable) or the Rehabilitation Specifications;
 - (c) Consistent production of unacceptable work by the CONTRACTOR.
18. Neither the final payment nor any provision of this Contract, nor partial or entire use or occupancy of the premises by the OWNER shall constitute an acceptance of work not done in accordance with this Contract or relieve the CONTRACTOR of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The CONTRACTOR shall be compensated for all approved work performed up to the date of said notification.
19. Nothing contained herein shall establish the PUBLIC AGENCY in this Contract as other than a grantor or lender of funds with authority to review and inspect work performed under this Contract to the end that funds will be efficiently used as intended for the betterment of the Community in general and the OWNER in particular.
20. Prior to executing this Contract, the CONTRACTOR certifies that he/she has thoroughly inspected the premises and has determined the conditions of occupancy, availability of temporary utilities, identified any hazards or special conditions that might arise during the course of the work. If water, electricity, or telephone service is connected to the premises at the time this Contract is executed, the OWNER shall permit the CONTRACTOR to use any such services so connected without charge during the course of the work. The telephone may be used by the CONTRACTOR for non-toll calls only. Any binding provisions between the OWNER and CONTRACTOR shall be set forth in this Contract; the PUBLIC AGENCY shall not under any instance, become involved in a dispute between the OWNER and the CONTRACTOR arising from work performed outside this Contract.
21. Should serious structural deficiencies and/or building code violations be found during the course of the work, and such deficiencies are such that they would not

be apparent prior to the commencement of work to a skilled and prudent contractor experienced in the type of work hereunder, the CONTRACTOR shall not be required to correct any such deficiencies under this Contract unless a price adjustment is agreed upon by the OWNER and CONTRACTOR and approved by the PUBLIC AGENCY.

22. The CONTRACTOR certifies and represents that he is not now nor has he ever been barred from participating in Federal contracts.
23. The PUBLIC AGENCY reserves the right to institute legal proceedings on behalf of the OWNER in any and all instances where the CONTRACTOR refuses to comply with the stipulations of this Contract. However, no such action will be instituted until all reasonable attempts to resolve the noncompliance have failed.
24. The CONTRACTOR and his subcontractors shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of the work to give up any part of the compensation to which he or she is entitled.
25. The CONTRACTOR shall, for a period of five (5) years, beginning with the date of receipt of final payment, furnish all information and reports required by Executive Order 11246 of September 24, 1965, and will permit access to books, records, and accounts by the Owner, Department of Housing and Urban Development, the Secretary of Labor, the Office for Planning and Programming, or their authorized representatives, for purposes of investigation to ascertain compliance.
26. The CONTRACTOR agrees that in the event of the death of the OWNER not survived by a spouse prior to the commencement of the work, this Contract shall terminate immediately. The CONTRACTOR further agrees that should the death of the OWNER occur after commencement of the work, but before completion and acceptance, this Contract shall also terminate immediately; provided, however, that the CONTRACTOR shall be allowed to continue that phase of the work commenced, as is necessary to complete that segment of the work being carried out at the time of the OWNER'S death. In such event, the CONTRACTOR shall be reimbursed on the basis of a proration of the completed work as compared with the work remaining to be completed. In either case of the termination of this Contract upon the OWNER'S death, the OWNER'S estate, and the PUBLIC AGENCY shall be released and relieved of any such duties and obligations under this Contract, except as listed in this clause.
27. The CONTRACTOR agrees to comply with Section 3 of the Housing and Urban Development Act of 1968, set forth as follows:
 - (a) The work to be performed under this Contract is on a project assisted under a program provided direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of the said Section 3 clause. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- (b) The CONTRACTOR certifies that he is under no contractual or other disability which would prevent him from complying with the Section 3 clause.
- (c) The CONTRACTOR shall include the Section 3 clause in every subcontract for work in connection with the project and shall, at the direction of the PUBLIC AGENCY take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation. The CONTRACTOR shall not subcontract with any subcontractor where he has notice or knowledge that the latter has been found in violation of the Section 3 clause and shall not let any subcontract unless the subcontractor has first provided the CONTRACTOR a written statement of his ability to comply with the Section 3 clause.
- (d) The CONTRACTOR shall provide each labor union or organization with which he has a collective bargaining agreement or contact or understanding, if any, a notice advertising the said organization of the CONTRACTOR'S commitment under the Section 3 clause. The CONTRACTOR shall post such notice in conspicuous places available to employees and applicants for employment or training.

28. This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provisions hereof. No other work shall be done, nor additional monies paid, unless provided for in a previously written contract or change order, signed by the parties hereto, and approved in writing by the PUBLIC AGENCY.

29. Lead Base Paint & Lead-Safe Housing Regulations, 24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG Program.

The use of lead-based paint materials on any surface, interior or exterior, is prohibited.

CIVIL RIGHTS ACT OF 1964 - Title VI Clause

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

SECTION 109 OF TITLE I OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, sex, age, or handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

AGE DISCRIMINATION ACT OF 1975, AS AMENDED

No person in the United States shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age, under any program or activity receiving federal funds.

SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

No otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funds.

TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968 (as amended by the Community Development and Housing Act of 1974 to include discrimination based on sex)

No person shall be subject to the following acts because of race, color, religion, sex, national origin, physical or mental disabilities, or familial status: refusing to sell or rent to, deal or negotiate with any person (Section 804a); Discriminating in terms or conditions for buying or renting housing (Section 804b); Discriminating by advertising that housing is available only to persons of a certain race, color, religion, sex, or national origin (Section 804c); Denying that housing is available for inspection, sale or rent when it really is available (Section 804d); "Blockbusting" - for profit, persuading owners to sell or rent housing by telling them that minority groups are moving into the neighborhood (Section 804e); Denying or making different terms or conditions for home loans by commercial lenders (Section 805); Denying to anyone the use of or participation in any real estate services related to the selling or renting of housing (Section 806).

IOWA EXECUTIVE ORDER 15 OF 1973, AS AMENDED BY IOWA EXECUTIVE ORDER 11 OF 1984.

The CONTRACTOR will comply with the nondiscrimination provisions of the Iowa Civil Rights Act of 1965.

THE AMERICANS WITH DISABILITIES ACT

No person shall be denied equal opportunity because of a disability in public accommodations, employment, transportation, state and local government services and telecommunications.

ACCESS AND MAINTENANCE OF RECORDS

The CONTRACTOR shall, for a period of five (5) years, beginning with the date of receipt of final payment, furnish all information and reports required and will permit access to books, records, and accounts by the Public Agency, the Iowa Economic Development Authority, the Department of Housing and Urban Development, the Secretary of Labor, the Office for Planning and Programming, or their authorized representatives, for purposes of investigation to ascertain compliance.

TERMINATION CLAUSE

The PUBLIC AGENCY has the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination.

CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING.

"The Grantee certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

Section 3 clause

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

BID AND PROPOSAL

In consideration of the agreements herein set forth, the CONTRACTOR proposes to furnish all the materials and perform all the work described in, and in accordance with, the Contract identified in Section 15 of the General Conditions for the total lump sum of \$24,500.00. This amount includes all sales and other taxes.

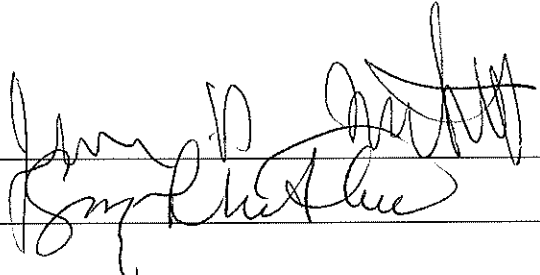
The undersigned agree to all provisions of this Contract.

OWNER

Owner's Signature: _____

Owner's Signature: _____

Date: 190722



GENERAL CONTRACTOR

Officer's Signature: _____

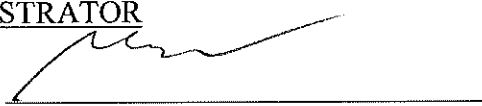
Date: 9-7-22



PROJECT ADMINISTRATOR

ECICOG signature: _____

Date: 9-7-22



CITY OF NORTH LIBERTY

Representative's Signature: _____

Date: _____

Prepared By and Return To: Mark Culver, ECICOG, 700 16th Street, NE, Suite 301, Cedar Rapids, IA 52402 319-365-9941

**City of North Liberty Housing Rehabilitation Program
Forgivable Loan
Page 1 of 2**

WHEREAS, the City of North Liberty, (hereinafter referred to as CITY) has established the Housing Rehabilitation Program to assist homeowners with housing rehabilitation, and

WHEREAS, Suzanne L & James D Mitchell, (hereinafter referred to as owner) qualifies under the City Housing Rehabilitation Program for a total loan of Twenty Four Thousand Five Hundred dollars and no cents (\$24,500) for housing rehabilitation, and

WHEREAS, a requirement of the City Housing Rehabilitation Program is for the repayment of the loan to be in the amount shown in the Promissory Note whenever the property is sold or transferred, or used as a rental.

THEREFORE, in consideration of the awarding of the loan the mutual covenants and promises of the parties and other good and valuable consideration, the CITY, and the OWNER agree as follows:

FORGIVABLE LOAN PROMISSORY NOTE

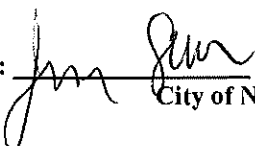
FOR VALUE RECEIVED, the undersigned jointly and severally promises to pay to the order of the CITY, the sum of as follows:

****Plus or minus any increase or decrease in bid or change orders in the amount of \$ _____ for a total indebtedness of \$ _____.**

- A. If the below described property is sold or transferred, or used as rental property, from the date of this agreement to it's first year anniversary, 100% of the amount shown above shall be due.
- B. If the below described property is sold or transferred, or used as rental property, between the 1st and 2nd year anniversary of this instrument, 80% of the amount shown shall be called due.
- C. Thereafter, each year, the loan shall depreciate at the rate of 20% per year until the loan is completely forgiven.

MORTGAGE (State Law Reference)

TO HAVE AND TO HOLD the said real estate with all appurtenances thereto belonging unto the CITY, its successors and assigns, forever, OWNER hereby covenanting for themselves, their executors, administrators and assigns, that they have full right, power and authority to convey said real estate and its appurtenances, and that they will warrant and defend the title thereto unto the CITY, its successors and assigns, against the claims of all persons whomsoever lawfully claiming the same; and the OWNER hereby relinquish all their contingent rights including dower and homestead, which they have in and to said described real estate.

Homeowner Initials:  _____
City of North Liberty Housing Rehabilitation Program

Prepared By and Return To: Mark Culver, ECICOG, 700 16th Street, NE, Suite 301, Cedar Rapids, IA 52402 319-365-9941

Forgivable Loan
Page 2 of 2

I/We, Suzanne L & James D Mitchell, do hereby mortgage, grant and convey to the City of North Liberty, the following described property in the CITY OF North Liberty, COUNTY OF Johnson, STATE OF IOWA, to secure the payment of the promissory note set out above.

LEGAL DESCRIPTION: SEE ATTACHED.

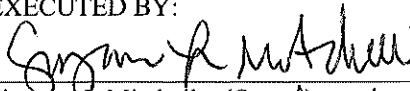
THE REAL PROPERTY OR ITS ADDRESS ALSO KNOWN AS: 175 JUNIPER CT, NORTH LIBERTY, IA 52540

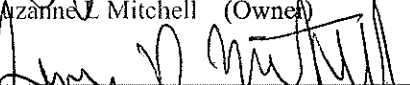
OWNER COVENANTS that Owner is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Owner warrants and will defend generally the title to the Property against all claims and demands subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

1. **TAXES:** Owner shall pay each installment of all taxes and special assessments of every kind, new or hereafter levied against said property, or any part thereof, before same become delinquent, without notice or demand.
2. **INSURANCE:** Owner shall keep in force insurance on all buildings against loss by fire, tornado and other hazards, casualties and contingencies as City may require.
3. **REPAIRS TO THE PROPERTY:** Owner shall keep the buildings and other improvements on said premises in as good repair and condition, as same may now be, or are hereafter placed; ordinary wear and tear only accepted, and shall not suffer or commit waste on or to said security.

EXECUTED BY:


 _____ 09-07-22
 Suzanne L Mitchell (Owner) DATE


 _____ 09-07-22
 James D Mitchell (Owner) DATE

 Chris Hoffman – City of North Liberty Mayor DATE

BE IT REMEMBERED, that on this 7th day of September 2022, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Suzanne L & James D Mitchell who personally known to me to such person duly acknowledged the execution of the same. IN TESTIMONY WHEREOF, I have hereto set my hand and notarial seal, the day and year last written above.

 NOTARY PUBLIC



Prepared By and Return To: Mark Culver, ECICOG, 700 16th Street, NE, Suite 301, Cedar Rapids, IA 52402 319-365-9941

Legal Description

LOT 9 BEAVER CREEK THIRD ADDITION TO THE CITY OF NORTH LIBERTY, JOHNSON COUNTY, IOWA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 15, PAGE 67, PLAT RECORDS OF JOHNSON COUNTY, IOWA. ALSO A PORTION OF LOT 8 OF SAID ADDITION DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION TO THE SOUTHWESTERLY LINE OF SAID LOT 8 AND THE NORTHWESTERLY RIGHT OF WAY LINE OF JUNIPER COURT; THENCE N 50°30'15" E, 51.17 FEET TO THE POINT OF THE BEGINNING; THENCE N 40°42'41" W, 107.38 FEET TO THE NORTHWESTERLY LINE OF SAID ADDITION; THENCE N 31°15'10" E, 8.62 FEET ON THE NORTHWESTERLY LINE OF SAID ADDITION; THENCE S 39°29'45" E, 110.2 FEET ON THE SOUTHWESTERLY LINE OF SAID LOT 9; THENCE S 50°30'15" W, 5.86 FEET TO THE POINT OF THE BEGINNING.

Resolution No. 2022-103

A RESOLUTION APPROVING THE REHABILITATION CONTRACTS AND ASSOCIATED DOCUMENTS BETWEEN OWNERS, REHABILITATION CONTRACTOR AND THE CITY OF NORTH LIBERTY

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

WHEREAS, the City of North Liberty is conducting a grant funded owner-occupied housing rehabilitation program.;

WHEREAS, two properties have been bid with the low bidder being Kirvan Enterprises;

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

NOW, THEREFORE, BE IT RESOLVED that that the attached agreements between the City of North Liberty, the property owners, and Kirvan Enterprises are approved for the Owner-Occupied Housing Rehabilitation Program, North Liberty, Iowa.

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

APPROVED AND ADOPTED this 27th 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



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



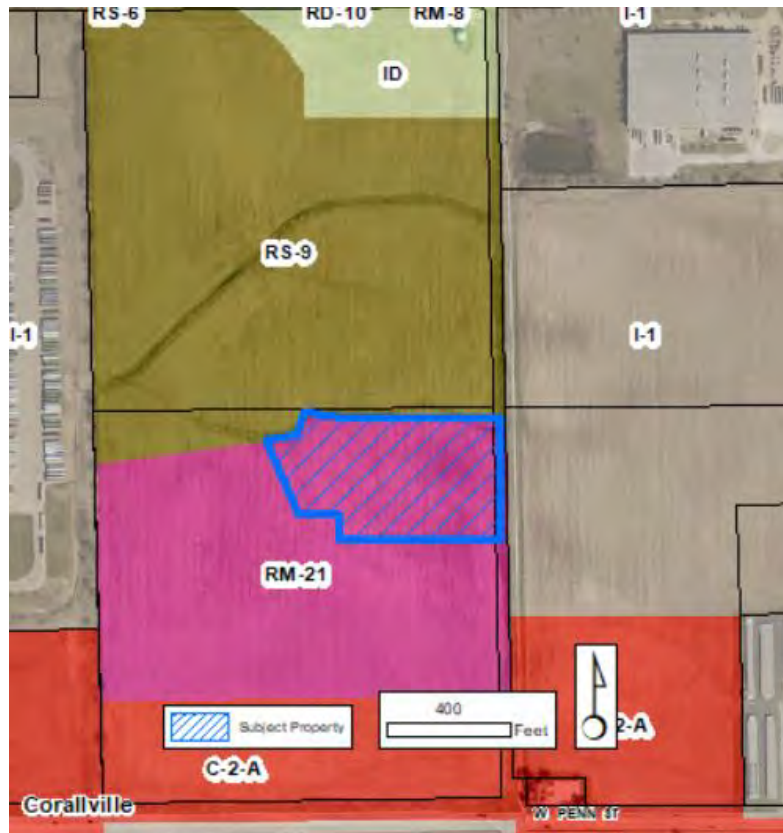
To **City of North Liberty Planning Commission**
 From **Ryan Rusnak, AICP**
 Date **July 29, 2022**
 Re **Request of Insight Construction for a zoning map amendment (rezoning) from RM-21 Multi-Unit Residence District to RM-21 PAD Multi-Unit Residence District Planned Area Development on approximately 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.**

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.



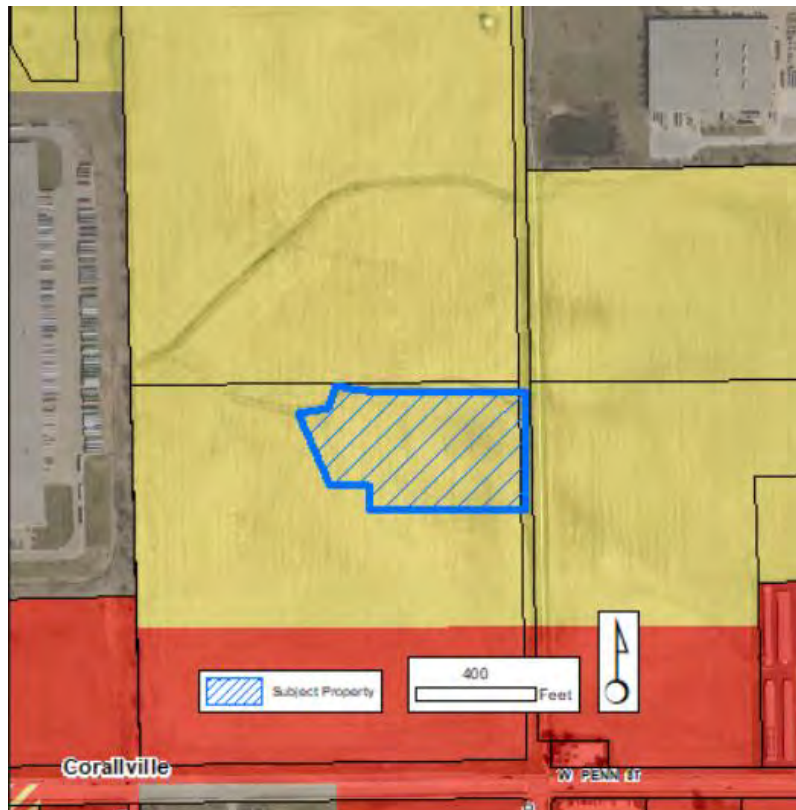
2. Proposed Zoning:

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:

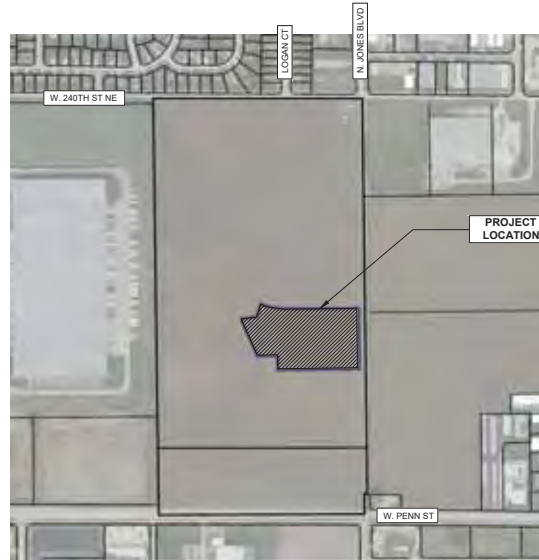
1. The proposed zoning would achieve consistency with North Liberty Code of Ordinances Section 165.05(2) entitled, "Preliminary Site Plan Review" and 165.09(D)(1) entitled, "Zoning Map Amendment Approval Standards".

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:		

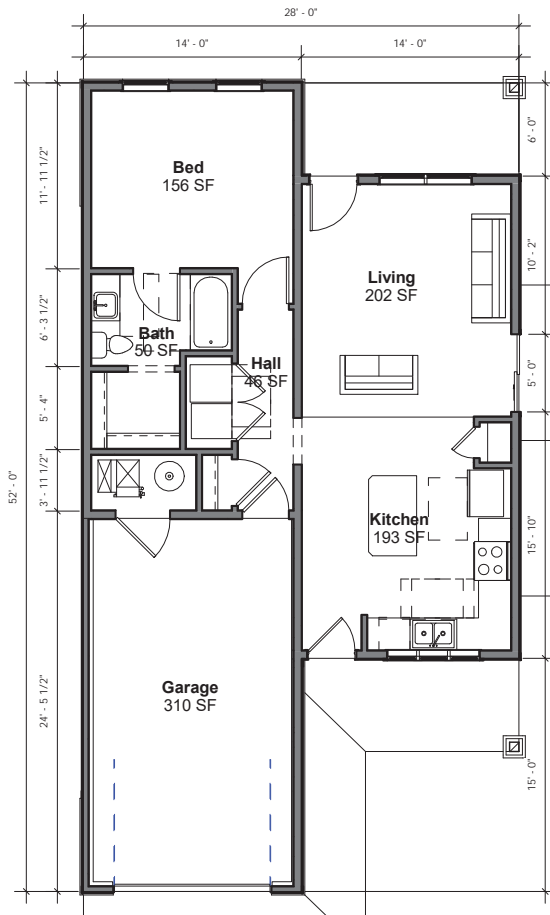
REVISION	DATE	BY
Checked By: NBS	Scale: 1" = 10'	
Drawn: 03/04/2022	Block: TNR/RWS	
Terminator: CP	Sheet: 1 OF 2	
Project No: 122.0239.07		

NORTH LIBERTY, IOWA
320 E. PRENTISS STREET
NORTH LIBERTY, IOWA 52156
319-369-8776 | www.snyder-associates.com

EMORY PLACE - SINGLE FAMILY

SNYDER & ASSOCIATES, INC. |





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"



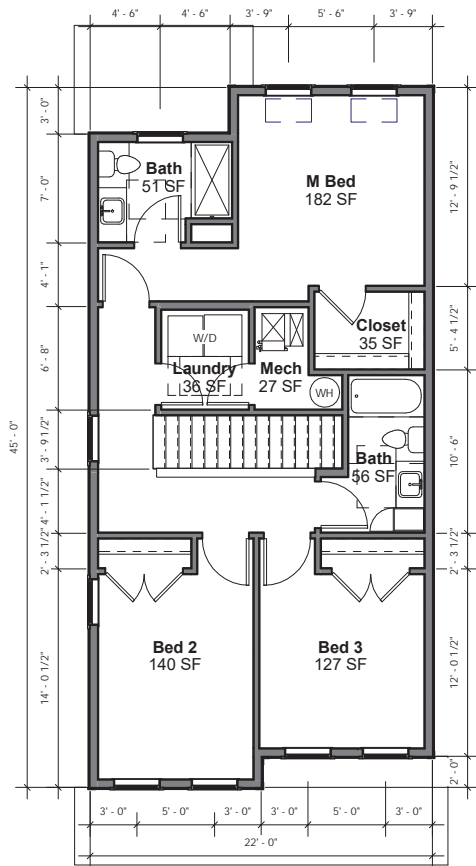
Single Family Concept

1 Bed FL Concept 3D

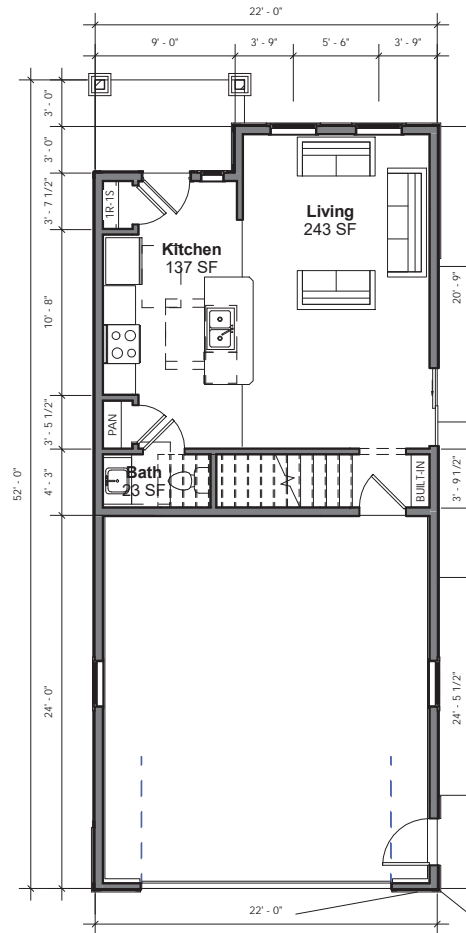
2020-05-09
22-001



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 September 13, 2022.

Third and final reading on _____.

CITY OF NORTH LIBERTY:

CHRIS HOFFMAN, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

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

TRACEY MULCAHEY, CITY CLERK



Additional Information

To North Liberty Mayor and City Council Members
CC Ryan Heiar, City Administrator
From Brian Platz, Fire Chief
Date September 21st, 2022
Re Fire Department Report to Council – September 2022

As indicated in the July report to council, the department instituted a duty crew program on August 1st. Our paid per call (PPC) group was divided into six duty crews. These duty crews are considered “on duty” one out of every six days and rotate throughout the year. The duty time is 6 am to 6 am (24 hours) and this schedule equates to five days per month. Assignments are made for members to spend a portion of their duty day at the station as well as at their residence. Personnel are excused on their duty day if they’re working, ill, or attending school. I’m excited to report that our staffing gaps are reduced, and our turnout times continue to drop. These elements suggest that the program is working. My hats off to the members within the paid per call group for their dedication and desire to make this work, ultimately helping find a better way to serve the community.

As the city administrator informed you this past week, the city has been awarded a Staffing for Adequate Fire and Emergency Response (SAFER) Grant. The grant application was fully funded at \$1,013,539.00 and will be distributed over three years. The award will allow us to hire three full time shift firefighters that will work a 24/48-hour shift schedule. Three full time positions are a game changer for our department and will provide value in the following ways.

- Enhanced resource deployment. Having a consistent presence at the fire station, deployment of the correct resources will be improved with reduced turnout time. We currently staff two part time positions each evening from 6 pm to 6 am. The addition of a full-time position will allow us to staff a three-person crew, which can respond to any type of emergency without waiting for additional personnel.
- Fire station presence 24 hours a day. Each of these positions will be assigned to be at the station for 24 hours and then off for 48 hours. When not responding to calls for service, these full-time positions will be assigned training and administrative duties.
- Provide for supervision of duty crew and part time personnel. The department currently experiences many times during the overnight or weekend hours where no ranked supervisor is on duty. These full-time positions will hold the rank of lieutenant and will enhance the ability to communicate throughout the organization and ensure accountability. We purposely developed the duty crew program to shake hands with the full-time schedule so that each duty crew only works with the same full-time position. This will also provide for consistent leadership.
- Help with program management. Each of these three full-time positions will be assigned a program area. Examples include truck/equipment testing & repair, public education scheduling, and emergency operations. This will reduce the administrative workload currently handled by the chief officers.

While its important to appreciate FEMA for awarding this grant, I'd be remiss if I didn't thank you, our elected officials, as well as City Administrator Heiar, city hall staff and fire department staff for the support, dedication, and work to see this through. We have a lot of work ahead of us, but we are excited for the challenge.

This past spring, Assistant Chief Bill Schmooke authored a grant administered by the Iowa State Fire Marshal's Office. Bill was able to secure 100% of the funding needed to replace our turnout gear extractor (wash machine). The machine and installation came to just over \$8,000.00. The installation was completed late last week.

To round out the report related to grant requests, we continue to wait to hear if we are awarded a FEMA Assistance to Firefighters Grant. The application for this grant included a replacement breathing air compressor and fill station for our SCBA cylinders. We are currently in the award window and hope to find out if we are successful in the very near future. If we are unsuccessful, the current fiscal year capital improvement budget includes funds to replace the system. Our 20+ year-old system is pictured below.

We continue to work on securing land for a second fire station. I realize that this topic has not been without its concerns from some of the area neighbors. I look forward to meeting with those in the neighborhood that would like to further discuss the need as well as the steps we took to get to this location. In the end, its important to the fire department that we be accepted into the neighborhood. We enjoy a great deal of public goodwill throughout the community and have forged relationships with residents and businesses near the headquarters station. It's important to do whatever we can to foster a positive relationship with the neighborhood that will call the westside location their fire station. I would like to garner their perspective and for them to understand ours. I'm excited to work with City Planner Rusnak and the Communications Director Bergus to move this forward.

Lastly, my apologies for not including our statistical sheets these past few months. The workload at the firehouse has affected our ability to quality check reports in a timely manner. The incident reports are the basis of our statistical analysis and its important that we have quality numbers prior to crunching the data. Thanks for your understanding and we will endeavor to get that updated so that you have it in October.

