



**North Liberty City Council  
Work & Regular Sessions  
October 25, 2022**



# **City Administrator Memo**



To **Mayor and City Council**  
From **Ryan Heiar, City Administrator**  
Date **October 21, 2022**  
Re **City Council Agenda October 25, 2022**

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### Work Session (6:00p.m. Start)

Members of the of Big O Foundation will be at the work session to present a proposal to rename the Babe Ruth Baseball Field to Owen Skelley Field. Included in the packet is the proposal from the Foundation as well as emails of support (additional emails were received after the publication cutoff). There is no action slated for this agenda item; rather, it is an opportunity for the Foundation and City Council to discuss the proposal being presented.

### Consent Agenda

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

- City Council Minutes (10/11/22)
- Claims
- Liquor Licenses:
  - Andale Cantina
  - Rusciano's
  - J & A Tap
  - Fiesta Restaurant
- Change Order #3, Dubuque Street, Phase 1 Project, All American, Inc., \$62,792.93
- Pay Application #7, Dubuque Street, Phase 1 Project, All American, Inc., \$362,066.33
- Change Order #13, Ranshaw Way Phase 5, Peterson Contractors, Inc., \$19,101.32
- Pay Application #23, Ranshaw Way Phase 5, Peterson Contractors, Inc., \$159,460.50

### Meetings & Events

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

Tuesday, Nov 1 at 6:30p.m.  
Planning Commission

Thursday, Nov 3 at 7:00p.m.  
Parks & Recreation Commission

Monday, Nov 7 at 6:30p.m.  
City Council

Tuesday, Nov 8  
Election Day

### Comprehensive Plan Presentation by RDG

RDG Planning and Design will be in North Liberty next week to update the community on the draft Comprehensive Plan's vision, goals and priorities. An in person open house will be held Wednesday, October 26 from 5-7 pm at the Community Center and a virtual open house will be held on Thursday, October 27 from 12-1 pm. People may register for the virtual website at [northlibertyiowa.org/connectedtomorrow](https://northlibertyiowa.org/connectedtomorrow). RDG will be attendance at Tuesday's Council meeting to give a brief update on progress to date and

when the plan is expected to be complete. Included in the background material is a presentation to guide the conversation with City Council.

### Watts Zoning Amendment, First Reading

This property – 3123 West Hauer Drive NE – was recently annexed into the corporate limits of North Liberty. The rezoning to RS-4 Single-Unit Residence District would facilitate subdivision of the property when Remley Street gets installed in conjunction with the Mickelson development to the south. A good neighbor meeting was held on September 19. One person outside of City staff and the applicant attended the virtual meeting and had no objection to the request. The Planning Commission unanimously recommended approval at its October 6 meeting. Staff recommends approval as well.

### Dahnovan Holdings Zoning Amendment, First Reading

This rezoning request – west side of North Kansas Avenue approximately 150 feet south of West Lake Road – to RM-12 Multi-Unit Residence District and C-3 Higher-Intensity Commercial District would facilitate development of the property with multi-unit residences and higher-intensity commercial/residential uses. A good neighbor meeting was held on September 19. A few people outside of City staff and the applicant attended the meeting and just had general questions about the type of development proposed. A concept plan laying out lots and public streets was recently submitted and is included in the background material. It is staff's opinion that the west side of Kansas Avenue is a suitable location for higher intensity development. The Planning Commission unanimously recommended approval at its October 6 meeting. Staff also recommends approval.

### GRD Burleson LLC Zoning Amendment, First Reading

This rezoning request – east side of North Liberty Road approximately 375 feet south of South Dubuque Street – to C-3 Higher-Intensity Commercial District would facilitate development of the properties with horizontal mixed-use development, which means there is a mixture of residential and commercial development in separate buildings. The applicant has indicated that there would be a cooperative approach to development with the properties to the north, which were recently annexed and zoned C-3 Higher-Intensity Commercial District. A good neighbor meeting was held on September 20. Three people (representing two properties) outside of City staff and the applicant attended the meeting and had general questions about the type of development proposed. A letter of objection from the property owners located at the southwest corner of the subject property has been submitted. While the C-3 district allows for higher-intensity uses, there is a code requirement and natural features that help mitigate some potential impacts. A 20' side yard setback is required when abutting residential zoning. Also, the topography



of the site lends this area to being a drainage feature. The Planning Commission unanimously recommended approval at its October 6. Staff recommends approval as well.

### City Hall Project

The agenda includes a Public Hearing regarding a general obligation loan agreement for an additional \$500k to be borrowed for the City Hall Project, and a subsequent resolution approving the agreement. Approval of the resolution will allow the City to borrow an additional \$500k for the project at a date to be determined in the future. Staff recommends approval of the resolution.

### Heritage Drive Stormwater Project

The design for the Heritage Drive Stormwater Improvements project is complete and staff intends to solicit quotes for the project in mid-November. In order to construct the project, temporary easements are required and have been obtained. Included in the packet is the final easement agreement needed with a property owner adjacent to the project boundaries. Staff recommends approval of the easement.

### ARPA/SEATS Transit Contract

Johnson County has used certain of its ARPA funds to expand SEATS services. North Liberty can elect to participate in this expanded service by agreeing to pay \$20 per trip, out of the estimated current fully allocated cost of more than \$40 per trip. The agreement for expanded service runs through June 30, 2023, or until the ARPA funds allocated for this purpose are exhausted, whichever occurs first. Staff recommends approval of the agreement.

### Front Street Place Lot 1 BMP Agreement

MATNIC has provided an executed BMP agreement for the proposed multifamily development of Front Street Place Lot 1 on Jaro Way, as required by City Code. Staff recommends approval of the agreement.

### Solomon's Landing Part One

The Solomon's Landing – Part One final plat proposes 18 RS-9 Single-Unit Residence lots, two RM-21 Multi-Unit Residence lots and three C-2-A Highway Commercial lots. The remaining portion of the overall development would be platted as "outlots", which means they cannot be built on at this time. This limitation is due to Saratoga Lane and the traffic signal at its intersection with West Penn Street not being part of the approved construction plans for public improvements. The developer has opted to bond for the

public improvements to obtain final plat approval rather than constructing and installing (and the City accepting) public improvements. Certificates of occupancy will not be issued until such improvements are installed and accepted. The final plat is consistent with the approved preliminary plat. Staff recommends approval of the final plat.

## The Evermore Part Two

The owners of the property on the northeast corner of the intersection of Jasper Avenue and Forevergreen Road have executed a Developer's Agreement and Stormwater BMP Maintenance Agreement in accordance with the City's standard development procedures. The agreement contemplates the limited development of a single lot, a storm water detention basin, and paving Jasper Avenue as a short-term solution until pending litigation is resolved. Additional development will not occur until the permanent improvement of the adjacent roadway and intersection are completed. The BMP maintenance agreement contains the standard provisions required by Chapter 156 of the City Code. Staff recommends approval of both the agreements.

## County Road Maintenance Agreement

This resolution updates the exhibits for the map and specific maintenance responsibilities for those areas of joint road maintenance between North Liberty and Johnson County. The amended exhibits account for the proposed development described by the Evermore Part Two Developer's Agreement, and specifically for the City maintenance of paved areas, while the County will continue to be responsible for the gravel portion of Jasper Avenue. Staff recommends approval.



# **Agenda**



### City Council

October 25, 2022

6:00 p.m.

Work Session

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. Work Session (This session will not be recorded)
  - A. Big O Foundation Presentation

*Regular Session will not begin before 6:30 p.m.*

5. Consent Agenda
  - A. City Council Minutes, Work & Regular Sessions, October 11, 2022
  - B. Claims
  - C. Liquor License Application, Andale Cantina
  - D. Liquor License Renewal, Rusciano's
  - E. Liquor License Renewal, J & A Tap
  - F. Liquor License Renewal, Fiesta Restaurant
  - G. Dubuque Street Phase 1 Project, Change Order Number 3, All American Concrete, Inc., \$62,792.93
  - H. Dubuque Street Phase 1 Project, Pay Application Number 7, All American Concrete, Inc., \$362,066.33
  - I. Ranshaw Way Phase 5, Change Order Number 13, Peterson Contractors, Inc., \$19,101.32
  - J. Ranshaw Way Phase 5, Pay Application Number 23, Peterson Contractors, Inc., \$159,460.50
6. Public Comment
7. Engineer Report
8. City Administrator Report
9. Mayor Report

10. Council Reports
11. Comprehensive Plan Presentation
  - A. Presentation of Comprehensive Plan
12. Watts Zoning Amendment
  - A. Public Hearing regarding proposed zoning amendment
  - B. Staff and Commission Recommendations
  - C. First consideration of Ordinance Number 2022-23, An Ordinance amending the Zoning Map District designation for certain property located in North Liberty, Iowa from ID Interim Development District to RS-4 Single-Unit Residence District
13. Dahnovan Holdings Zoning Amendment
  - A. Public Hearing regarding proposed zoning amendment
  - B. Staff and Commission Recommendations
  - C. First consideration of Ordinance Number 2022-24, An Ordinance amending the Zoning Map District designation for certain property located in North Liberty, Iowa from O-RP Office and Research Park District to RM-12 Multi-Unit Residence District and C-3 Higher-Intensity Commercial District
14. GRD Burleson, LLC Zoning Amendment
  - A. Public Hearing regarding proposed zoning amendment
  - B. Staff and Commission Recommendations
  - C. First consideration of Ordinance Number 2022-25, An Ordinance amending the Zoning Map District designation for certain property located in North Liberty, Iowa from ID Interim Development District to C-3 Higher-Intensity Commercial District
15. City Hall Project
  - A. Public Hearing on proposal to enter into a General Obligation Municipal Loan Agreement
  - B. Resolution Number 2022-111, A Resolution taking additional action on proposal to enter into General Obligation Municipal Building Loan Agreement
16. Heritage Drive Project
  - A. Resolution Number 2022-112, A Resolution approving the Temporary Construction Easement Agreement between John Paul D. Rethwisch and the City of North Liberty

17. ARPA Transit Contract
  - A. Resolution Number 2022-113, A Resolution approving the Contract for Same-day On-demand Transit Services between Johnson County SEATS and the City of North Liberty
18. Front Street Place Lot One
  - A. Resolution Number 2022-114, A Resolution approving the Storm Water Management Facilities Maintenance Agreement and Easement between the City of North Liberty and MATNIC, LLC that establishes the terms and conditions under which stormwater management facilities will be maintained for The Front Street Place Lot One in the City of North Liberty, Iowa
19. Solomon's Landing Part One
  - A. Resolution Number 2022-115, A Resolution approving the Final Plat and accepting the improvements for Solomon's Landing Part One North Liberty, Iowa
20. The Evermore Part Two
  - A. Resolution Number 2022-116, A Resolution approving the Developer's Agreement for The Evermore Part Two, North Liberty, Iowa
  - B. Resolution Number 2022-117, A Resolution approving the Storm Water Management Facilities Maintenance Agreement and Easement between the City of North Liberty and DERS 380 LLC and Moyna North LLC that establishes the terms and conditions under which stormwater management facilities will be maintained for The Evermore Part two in the City of North Liberty, Iowa
21. County Road Maintenance Agreement
  - A. Resolution Number 2022-118, A Resolution modifying shared road maintenance responsibilities between Johnson County, Iowa and the City of North Liberty, Iowa
22. Old Business
23. New Business
24. Adjournment



**Work Session**  
**Big O Foundation**  
**Presentation**

To: North Liberty City Council  
Re: Penn Meadows Babe Ruth Baseball Field Renaming  
Date: October 19, 2022

### **Owen's Story**

Owen Skelley and his family moved to North Liberty, IA in 2015. From the moment they became community members Owen continued his involvement in youth baseball. First, through the Tigers Baseball organization in North Liberty, and then through Perfect Game, Sticks, Diamond Dreams and Liberty High School Baseball. Owen's love of sports, especially baseball was very important and rewarding to him. He was always striving to get better and was a dedicated team member.

On March 3, 2022 Owen Skelley ended his life after a two year battle with mental illness. Owen battled silently, never wanting to burden his family and friends with his struggles. Even through his mental health battle he could always pick someone up when they were feeling down regardless of the mood he was in. Improving and building up others was his highest priority. He was full of life, love, and generosity. He was always concerned about the well-being of others and strived to be inclusive. Owen's death devastated so many, but one positive from this tragedy is that it has brought our community together. Friends, family, and The Big O Foundation have made it their mission to keep Owen's memory alive and to support and educate others about mental health and suicide.

### **About The Big O Foundation**

The mission of The Big O Foundation is to serve and support children, teenagers and their families that are facing mental health challenges. We share Owen's story to spread mental health education, draw our community together, and support the welfare of local youth. Our resources are used to keep Owen's light shining by giving back to the community and spread awareness about mental illness and suicide. The Big O Foundation is in final approval to become a 501(c)(3) tax exempt charitable organization

### **Proposal**

The Big O Foundation would like to propose that the Penn Meadows Babe Ruth Baseball Field be renamed to the "Owen Skelley Field". In partnership with the City of North Liberty, local organizations and businesses, The Big O Foundation will use the venue to tell Owen's story, provide mental health education and resources to youth & their families and live out the foundation mission.

### **Our Why**

Owen's love for baseball is undeniable and we want to honor his life, and love for bringing people together. The Owen Skelley Field would give older youth and high school teams a venue to practice, play and host tournaments. The city currently doesn't have another 13/14U field, other than Liberty High School where scheduling is limited. Most important, this field would



allow The Big O Foundation to spread the word about mental health awareness by supporting physical activity, displaying mental health resources at and around the field, hosting mental health awareness events, and creating a sense of belonging and inclusivity.

### **Proposed Events**

#### **OS14 You Matter 9th Grade Outing**

Working with local schools, we will partner with Liberty High School to host an inaugural 9th grade baseball outing. This one-day event will take place at the existing "Babe Ruth Field" on a select Saturday in early June of 2023. Eight area teams will be invited, selecting games according to each school's attendance to help maintain competitive balance. This will not be a tournament, but a day of head-to-head baseball. The overall goal will be to educate, inform and reduce mental health stigma. We want to educate players and attendees on the signs and symptoms of mental illness, inform them of what resources are available and reduce the stigma associated with mental illness. All of this will be done through the lens of baseball.

#### **OS14 14U Baseball Tourney**

Partnering with Diamond Dreams & NLCBS, the OS14 Foundation will host a 2-day 14U USSSA baseball tournament. We plan to host in late-May or early June. Much of the scheduling will be dependent upon Liberty High and NLCBS scheduling. The total number of teams allowed will greatly depend upon access to other nearby full-size fields. The "Babe Ruth" field will be the primary field. The overall goal will be to educate, inform and reduce mental health stigma. We want to educate players and attendees on the signs and symptoms of mental illness, inform them of what resources are available and reduce the stigma associated with mental illness. All of this will be done through the lens of baseball.

#### **OS14 Softball Tournament**

The Foundation will attempt to partner with a proven tournament coordinator to establish a softball tournament at Penn Meadows. Using the "Babe Ruth" field as a hub for operations we will utilize the other 6-8 fields to play games. Our timetable for this event will be later in July, possibly early August. The goal will be consistent with our other events; educate, inform, and reduce mental health stigma. We want to educate players and attendees on the signs and symptoms of mental illness, inform them of what resources are available and reduce the stigma associated with mental illness.

### **Signage on the Field and Surrounding Area**

We feel it's important to have signage and visual reminders around the field to share The Big O Foundation mission and to promote mental health awareness. The signage will be funded by The Big O Foundation and made by AlphaGraphics. Some ideas include:

- At least two large 988 Hotline Signs in the outfield

- The Big O Foundation and I'm Glad You Stayed Project QR codes in the dugouts, near the stands, and if approved by the City of North Liberty – in bathroom stall, on light pole and any other equipment near the field.

### **Additional Funding**

The Big O Foundation and the Skelley Family would like to offer financial assistance to fund future field projects and enhancements as recommended by the City of North Liberty and approved by our board. The city has done a great job revitalizing the Babe Ruth Baseball Field and we would like to offer our support to continue enhancements.

Thank you for your time and consideration! We're grateful for the support the North Liberty community has given the Skelley Family and The Big O Foundation. We would like to continue to give back to the community.

**Melanie Farr**

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**From:** Steve Stefani <steves@acmegraphicsinc.com>  
**Sent:** Monday, October 17, 2022 2:19 PM  
**To:** Council  
**Cc:** jjskelley@hotmail.com; jenniferstefani70@yahoo.com  
**Subject:** [External] The Proposal to Rename Penn Meadows to Owen Skelley Field

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Dear Mayor Hoffman and the North Liberty City Council:

My name is Steven Stefani, and my wife, Jennifer, and I reside at 514 Sicily Court, North Liberty, Iowa. We love the community of North Liberty, and we are proud to call it home.

I am writing to you today to express our enthusiastic support for the renaming of the Penn Meadows Babe Ruth Field to "Owen Skelley Field". Owen Skelley was my cousin, and he was a superior baseball player and student athlete. He was known by his teammates as a player's player, and he was known by his coaches to work hard every practice to improve as a player and as a person.

Unfortunately, Owen suffered from undiagnosed mental illness which, ultimately, claimed his life before he could receive the help that he needed. A foundation has been created in his memory to work to increase mental health awareness among children and young adults and to help them receive the help they need to live healthy active lives. The Owen Skelley Foundation is seeking to have the Penn Meadows field renamed to raise awareness for this very important issue, and to be the site of several events each year which will further increase awareness. The potential for reaching kids in this age group is great and renaming the field for Owen can make it real for persons that may feel isolated in their circumstances.

Owen was looked up to by his friends and teammates and renaming this field in his memory has the great opportunity to reach and help so many more for years to come.

**Steven A. Stefani**  
**General Manager**  
**Phone: 319.364.0233**  
[steves@acmegraphicsinc.com](mailto:steves@acmegraphicsinc.com)  
[www.RegalLine.com](http://www.RegalLine.com)

## Melanie Farr

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**From:** Martin, Tara E <tara-martin@uiowa.edu>  
**Sent:** Monday, October 17, 2022 10:31 AM  
**To:** Council  
**Subject:** [External] Support for the Owen Skelley Field

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Dear City Council,

I am writing in support of the renaming of the Penn Meadows Babe Ruth field to the "Owen Skelley Field." The Skelley family and The Big O Foundation are an important part of the North Liberty community, and their mission is crucial for spreading mental health awareness in Eastern Iowa. Given the losses of young life in this community and across the nation these last 3 years, this is a vital proposal to approve. I hope that North Liberty will take this opportunity to put the focus on mental health.

Thank you for considering this proposal.

Sincerely,

**Tara Martin**

Administrative Services Coordinator | Surgical Oncology  
Department of Surgery Faculty Development & Diversity  
Drs. Sugg, Lizarraga and Erdahl  
University of Iowa Health Care  
200 Hawkins Drive, 4645 JCP | Iowa City, IA 52242  
Phone: 319-384-9233



## Melanie Farr

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**From:** Gross, Melissa A <melissa-gross@uiowa.edu>  
**Sent:** Wednesday, October 19, 2022 11:31 AM  
**To:** Council  
**Subject:** [External] Support for the Big O Foundation Proposal

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October 19, 2022

TO: City Council – North Liberty

Greetings Council Members,

Being aware of your overall health is important so that you can detect any symptoms and seek professional help when necessary. While everyone is familiar with the symptoms and treatment options for common illnesses that affect their loved ones, like the flu, migraines, ear infections, strep throat or and (most recently) COVID-19, many people are unsure how to look after their mental health. Raising mental health awareness can help you to understand symptoms, find professional treatment, and, perhaps most importantly, break the mental health stigma that leaves so many people suffering in secret, especially the youth in our community. Mental health awareness doesn't just help you. Knowing more about mental health disorders can also help your family members, friends, and community. Three of the main reasons why mental health awareness is so important are...understanding symptoms, access to behavioral health resources, and breaking the mental health stigma.

The plan being shared by the Big O Foundation is to utilize the Penn Meadows Babe Ruth Field (hopefully with the support of the city to be renamed the "Owen Skelley Field") to spread awareness for mental health. Having opportunities for our youth to be afforded access and information about mental health as well as resources for assistance may literally be the difference between life and death. As a member of the healthcare profession and a mom, there cannot be enough done to ensure everyone, especially our youth, have access to information and resources on how they can seek out help when needed. Continuing to talk about mental health will decrease the stigma associated while also having a visual reminder of the message why talking about mental health is so important.

I fully support the proposal from the Big O Foundation that was submitted to the City of North Liberty to continue to have a forum for discussion, awareness, and remembrance of the impact mental health has on our families and our community. If the mission and work of the Big O Foundation can help just one person and prevent a family from losing a loved one to mental illness, it is time and effort well spent. Thank you in advance for your time and in acceptance of my letter of support for the Big O Foundation proposal.



**Melissa A. Gross MSN, RN, CNRN**

Director, Nursing Services – Ambulatory Nursing

University of Iowa Health Care

200 Hawkins Drive | E 407-1-A GH | Iowa City, IA 52242

Office Phone 319-384-9896 | Voalte Me | Pager 319-356-1616 #3481

Administrative Services Coordinator: Kristin Eveland | 319-353-7197 | email: [kristin-eveland@uiowa.edu](mailto:kristin-eveland@uiowa.edu)



## Melanie Farr

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**From:** Jensen, Jan <Jan-Jensen@hawkeyebasketball.com>  
**Sent:** Wednesday, October 19, 2022 5:48 PM  
**To:** Council  
**Cc:** Bluder, Lisa M; Fitzgerald, Jennifer L; jfitz44@me.com; nlstefanicfre@gmail.com  
**Subject:** [External] Support for re-naming the Penn Field to the Owen Skelley Field

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Dear North Liberty Council Members,

We are writing to support the re-naming of the Penn Meadows Babe Ruth field to the Owen Skelley Field. While we did not know Owen personally, we know members of his great family. And, we are aware of the tremendous young man that Owen was. He was a tremendous leader that faced a silent battle that few knew he was fighting. The pressures that young people are facing continue to grow and their mental health is suffering in so many ways. The desire of the Skelley family to help others, despite their tragic loss is heartwarming and inspiring. Their intentions of the field re-naming are to hopefully provide a public space where families, athletes and spectators can learn about mental health and talk about mental health, to hopefully give anyone facing mental health issues help and hope. This space will also hopefully serve as a reminder of the tremendous young man Owen was.

Thank you for your time and consideration of this request to re-name the field the "Owen Skelley Field".

Sincerely,

Jan Jensen, Associate Head Coach, Iowa Women's Basketball

Lisa Bluder, Head Coach, Iowa Women's Basketball

Jenni Fitzgerald, Assistant Coach, Iowa Women's Basketball

Julie Fitzpatrick, Physical Therapist, Founder, Owner Optimal Wellness PLLC



## Melanie Farr

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**From:** Alyssa Schramm <adschramm@hotmail.com>  
**Sent:** Friday, October 14, 2022 11:58 AM  
**To:** Council  
**Subject:** [External] Renaming the Penn Meadows Field

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I am resending my email as I noticed in my previous email I had some misspellings. Please use this email as the correct one.

My husband, Brad and I, have been notified that the Big O Foundation has submitted a proposal to rename the Penn Meadows Babe Ruth field to Owen Skelley Field. We are sending you this letter of support because we strongly feel it would be an enduring and lasting testimony about the importance of mental health awareness that all of society needs to be reminded of. I am proud to say we are close friends of Joe and Jennifer Skelley. They moved to North Liberty from Burlington in 2015, when Owen was almost 9 years old. Their son, Owen was in the same class as our son, Cael, and both attended Liberty High School. At times, both Owen and Cael played on the same baseball team and so we got to know the family well. It soon became apparent how quickly this family became immersed in the North Liberty community. They were and are very much admired as a family and symbolize the "all American family" with their love and respect for our community of North Liberty and love for their family. Owen played baseball for the Burlington Mudd Dawgs before moving, so it was just a matter of time until he found a baseball club here in North Liberty. He joined Tigers Baseball 9U club. Owen excelled in baseball and spent many countless hours, nights, and weekends at the Penn Meadows Fields for tournaments, practices, in the batting cages; as well as, just on the baseball diamonds, playing pick-up games of baseball, the game he loved. The Skelley family, as well as their extended family, the North Liberty community's, world exploded on March 2, 2022, when Owen decided to end his own life. This came out of absolutely nowhere, no signs, no fears of it ever ever entering this sweet boy's mind. We have learned that Owen was enduring a strong horrible battle with depression and anxiety all alone. He never wanted to "burden" his loved ones with his internal struggles. As his dad, Joe, said, "if this can happen to our family, it can happen to your family. Sit down and talk with your kids, ask them questions even if they seem "okay". Make sure they know that there is help out there and waiting for them, if they ever find themselves face to face with similar struggles". If there is any silver lining in Owen's fateful decision, it is to carry on the message of the Big O Foundation, so that no other family has to endure what the Skelley family has and continues to endure. The Big O Foundation's mission is to raise awareness of mental health issues and to provide support to individuals, wherever needed. They are committed to hosting events and incorporating signs to focus on mental health awareness, by inspiring messages, sending out and familiarizing the 988 hotline number for anyone who may be struggling with their own fears. Their goal is to have a place where youth, their families, and the community can come together and spread this important message, while promoting physical activity. It would be a prominent visual reminder of who Owen was and the importance of talking about mental illness openly, while trying to stop the stigma of hiding internal struggles and asking for help. We need this visual reminder to give strength to all those who are struggling in secret. I think with the renaming of this field to Owen Skelley Field, and having the Big O Foundation prioritizing and directing activities is a very wise decision for every one of us in the North Liberty community, as well as the surrounding communities who use this beautiful park. Thank you



for considering this proposal, to honor our friends, Joe and Jennifer Skelley, Boyd, and Stella, and always on our minds, Owen.

Thank you,  
Brad and Alyssa Schramm

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## Melanie Farr

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**From:** Marie Blatt <digblatt@yahoo.com>  
**Sent:** Sunday, October 16, 2022 6:07 PM  
**To:** Council  
**Subject:** [External] Renaming the Penn Meadows Babe Ruth field

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Hello City Council Members:

I would like to recommend that you give thoughtful consideration to the idea of renaming the Penn Meadows Babe Ruth field to the Owen Skelley Field.

Owen was a well loved young man in the North Liberty community and across the state. He spread happiness where ever he went and whomever he was with. Unfortunately, no one realized that Owen struggled with "smiling depression" and his own mental health issues. He was an awesome baseball player. What a powerful message it would send to others struggling with such issues than to rename this field after Owen and address the issue of mental illness. It would be a very **bold** move on North Liberty's part but it would also set you apart from the rest as taking a stance on this very important issue.

Thank you for your time.

Sincerely,

Marie Stefani

## Melanie Farr

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**From:** Team 218 <team@team218.com>  
**Sent:** Thursday, October 13, 2022 11:34 AM  
**To:** Council  
**Subject:** [External] Renaming Penn Meadows Field

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Dear Honorable Mayor and City Council:

It is my understanding that there is a proposal being considered to rename the Penn Meadows Babe Ruth field to the Owen Skelley Field.

I designed, created, and manage the website for The Big O Foundation so I have some first-hand experience working with the organization. The foundation plays an important role in spreading the word about mental health issues and renaming the field seems like a natural fit.

I support this proposal and would like to encourage the council to vote in favor of this proposal.

Thank you for your time.

Sincerely,



**Team 218 Web Services**

<https://team218.com>  
team@team218.com  
North Liberty, Iowa  
319-333-0815



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## Melanie Farr

---

**From:** Mary Sankey <jsankey79@gmail.com>  
**Sent:** Sunday, October 16, 2022 9:58 PM  
**To:** Council  
**Subject:** [External] Renaming Penn Meadows Babe Ruth Field

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I am friends with the Skelley family..Jennifer Skelley babysat our children when she was in high school. She comes from a solid, religious, and loving family. Jennifer and her husband and family are very close with her parents who attend their grandchildren's sporting events. The kids and their grandparents cook Italian food together. Life was perfect, picture perfect.

And then the unbelievable news came that Owen Skelley committed suicide. I was shaken to the core. The pictures of the Skelley family and their grandparents were of the all American family.

It was a shock to learn that Owen suffered from mental health issues. He was vivacious and full of personality, a gifted athlete, a loving brother, son, and grandson.

Was Owen not aware of help that could have been available to him? Was there a stigma attached to asking for help? For no one to be aware of his silent pain is so sad. We need to bring mental illness among teens to the forefront and make it okay to seek help.

Please, please rename the Penn Meadows Babe Ruth field to the Owen Skelley Field. I ask that the City do their part in bringing this teenage epidemic and providing an avenue for other teens to know the warning signs and how to seek help.

Thank you for your deepest consideration.

Scott and Jody Sankey  
1513 NW Pine View Circle  
Ankeny, IA 50023

## Melanie Farr

---

**From:** Mary Rose <Maryrose@fugaccia.com>  
**Sent:** Saturday, October 15, 2022 11:50 AM  
**To:** Council  
**Subject:** [External] Renaming Penn Meadows Babe Ruth Field

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---

I want to highly recommend and encourage you to rename the Penn Meadows Babe Ruth field to the Owen Skelley Field.

Owen suffered with mental health issues and was born a natural baseball player. Owen was a young man ahead of his time. He loved life, his family, classmates, and community. He was truly North Liberty's favorite son. I can't think of a more powerful way to convey the healing message of mental health than to rename the current field to the Owen Skelley Field. This will make North Liberty a MUST to Iowa visitor's stop.

There is not another Baseball Field in Iowa to my knowledge dedicated to the message of Mental Illness. Thank you for considering the renaming of the field.

With Appreciation and Anticipation,

Mary Rose and Eugenio Fugaccia  
1301 SE Bel Aire Road  
Ankeny, IA 50021-3717  
Cell: 515-971-4822

Sent from my iPhone

## Melanie Farr

---

**From:** Stella Skelley <stellasskelley@gmail.com>  
**Sent:** Thursday, October 20, 2022 7:18 AM  
**To:** Council  
**Subject:** [External] Renaming of Babe Ruth Field

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---

Hello, my name is Stella Skelley and I'm emailing to offer my full support to rename the field at Penn Meadows after Owen.

Growing up we spent so much time at the fields it was like a home away from home. With Owen's love of baseball, it would be fitting for a field to be named after him. By naming it Owen Skelley Field, it would allow his story to continue for years to come and would continue to positively impact people. Thank you for considering.

## Melanie Farr

---

**From:** Boyd Skelley <boydskelley@gmail.com>  
**Sent:** Thursday, October 13, 2022 8:44 AM  
**To:** Council  
**Subject:** [External] Renaming of babe Ruth field

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---

Hello, my name is Boyd Skelley and I'm emailing to offer my full support to rename the field at Penn meadows after Owen. Thank you for considering.

-Boyd Skelley

## Melanie Farr

---

**From:** Laci Fiene <laci.fiene@gmail.com>  
**Sent:** Wednesday, October 19, 2022 10:37 PM  
**To:** Council  
**Subject:** [External] Renaming Babe Ruth Field

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---

Hello,  
To whom it may concern for renaming the current Babe Ruth field.

I support the Big O Foundation in dedicating the field to our own Owen Skelley.

My son plays for Liberty and would be Proud to play on Owen's Field.

YES to Owen Skelley Field.

Thank you,  
Laci Fiene  
957 W Cherry St  
N. Liberty IA 52317



## Melanie Farr

---

**From:** Heather May <heathermay8218@gmail.com>  
**Sent:** Tuesday, October 18, 2022 10:07 AM  
**To:** Council  
**Cc:** jjskelley@hotmail.com; joeskelley@hotmail.com  
**Subject:** [External] Renaming Babe Ruth Field to Owen Skelley Field

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---

Dear Council Members:

My name is Heather May and I am writing on behalf of the Skelley family and the Big O Foundation. I was lucky enough to know Owen for several years and my son, Tate Brunk, played with him. Owen embodied the characters that you strive for your child to be and their friends. He was kind, hard-working, funny and always told you he loved you. If you look around North Liberty on any given day, you will likely see at least one person with an OS14 shirt on. His impact reached further than those who knew him.

By renaming the field Owen Skelley Field, this would be an amazing show of not only support for the Skelley Family and the Big O Foundation, but this will bring mental health struggles front and center. This disease doesn't discriminate if you come from a good family or if you are athletic, it can affect anyone. By creating more awareness about who Owen was and what his struggles were, we may be able to save a life or get people to talk about their own mental health struggles.

I cannot stress enough what Owen meant to my son, his teammates, family and anyone who knew him. We all miss him more than words. By considering renaming this field, we will keep Owen's light shining, and the issue of mental health front and center.

Thank you for your consideration.  
Heather May

## Melanie Farr

---

**From:** Amy Adam <amyadam317@gmail.com>  
**Sent:** Wednesday, October 19, 2022 12:51 PM  
**To:** Council  
**Cc:** Amy Adam  
**Subject:** [External] Rename the Babe Ruth field to the Owen Skelley field

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---

North Liberty Council Members,

I am writing to give my support to rename the Penn Meadows Babe Ruth Field to the Owen Skelley Field. Just like Babe, Owen loved the game of baseball and Owen was a shining light in our community. The Skelley family and their Big O Foundation, which promotes mental health awareness, would love to partner with the City of North Liberty and use the field to spread their mission. If renaming the field is approved, the Foundation will host 2-3 events each year for 3 years after which time the proposal will be re-evaluated. The Skelley's goal is to have a place where youth, their families, and the community can come together and the Big O Foundation can spread their message, promote physical activity, and have a prominent visual reminder of who Owen was and why talking about mental health is so important.

I hope you'll consider renaming the Babe Ruth field to the Owen Skelley field.

Respectfully,

Amy Adam, 19 year North Liberty resident

## Melanie Farr

---

**From:** Randy Stefani <randystefani5@gmail.com>  
**Sent:** Tuesday, October 18, 2022 7:13 AM  
**To:** Council  
**Subject:** [External] Proposal to Rename Penn Meadows Field

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---

Dear Mayor and Council Members,

Please allow me to introduce myself. My name is Randy Stefani. I have lived in Iowa my entire life. Through Jennifer Skelley, my cousin, I have become aware of a proposal to rename the Penn Meadows Babe Ruth field in North Liberty the "Owen Skelley Field." For the reasons below, I wish to enthusiastically state my support for this outstanding idea.

As I am sure all of you know, Owen was a model student, athlete, and all-around person. He was liked by all who had the good fortune to know him. Owen's personal qualities alone would make naming something in his memory appropriate. Beyond Owen's outstanding personal qualities, however, and what no one knew was that prior to his untimely death, Owen was courageously fighting an internal battle that is all too common among young people nowadays. That battle is the battle against mental illness and depression. We as a society must do all we can to increase awareness of this debilitating and potentially deadly illness so that more individuals will be encouraged to seek help and treatment before it is too late.

It is my understanding if the field is renamed, the Foundation created in Owen's memory will host two to three events each year at the field. Those events will include extensive publicity about mental health awareness as well as information about where persons in need of help can call for assistance. If even one life is saved because of this publicity, renaming the field will have absolutely been worth it.

Finally, although I don't know any of you personally, I suspect each of you at least to some degree sought to serve on the council hoping to make North Liberty a better community. I have no doubt renaming the Penn Meadows field the "Owen Skelley Field" is consistent with that goal.

I hope you will give the proposal to rename the Penn Meadows Field favorable consideration.

Thank you.

Randy Stefani

## Melanie Farr

---

**From:** Randy Stefani <randystefani5@gmail.com>  
**Sent:** Tuesday, October 18, 2022 7:13 AM  
**To:** Council  
**Subject:** [External] Proposal to Rename Penn Meadows Field

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---

Dear Mayor and Council Members,

Please allow me to introduce myself. My name is Randy Stefani. I have lived in Iowa my entire life. Through Jennifer Skelley, my cousin, I have become aware of a proposal to rename the Penn Meadows Babe Ruth field in North Liberty the "Owen Skelley Field." For the reasons below, I wish to enthusiastically state my support for this outstanding idea.

As I am sure all of you know, Owen was a model student, athlete, and all-around person. He was liked by all who had the good fortune to know him. Owen's personal qualities alone would make naming something in his memory appropriate. Beyond Owen's outstanding personal qualities, however, and what no one knew was that prior to his untimely death, Owen was courageously fighting an internal battle that is all too common among young people nowadays. That battle is the battle against mental illness and depression. We as a society must do all we can to increase awareness of this debilitating and potentially deadly illness so that more individuals will be encouraged to seek help and treatment before it is too late.

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Finally, although I don't know any of you personally, I suspect each of you at least to some degree sought to serve on the council hoping to make North Liberty a better community. I have no doubt renaming the Penn Meadows field the "Owen Skelley Field" is consistent with that goal.

I hope you will give the proposal to rename the Penn Meadows Field favorable consideration.

Thank you.

Randy Stefani

## Melanie Farr

---

**From:** Angela Fontana <afx5@comcast.net>  
**Sent:** Sunday, October 16, 2022 3:50 PM  
**To:** Council  
**Subject:** [External] Proposal for Renaming Field

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---

I highly recommend and encourage you to rename the Penn Meadows Babe Ruth field to the Owen Skelley Field. Owen was a natural baseball player who suffered in silence with mental health issues. Owen was full of life—he loved his family, friends, classmates and community. It would be a very powerful for North Liberty to convey the healing message of mental health by renaming the current field to Owen Skelley Field. Mental health awareness is more important than ever, and the name change will help further awareness.

Thank you for your consideration.

Angela Fontana  
1280 Wild Rose Lane  
Lake Forest, IL 60045  
Cell: (847) 815-4446

## Melanie Farr

---

**From:** Sally Holmberg <SallyHolmberg@msn.com>  
**Sent:** Saturday, October 15, 2022 1:43 PM  
**To:** Council  
**Subject:** [External] Penn Meadows field

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---

Owen Skelley's spirit must live on. Owen was a young man with a huge heart filled with love and kindness. I can think of no better way to share his love of baseball and the joy of the game than renaming the Penn Meadows field in his name.

The strength the Skelley family has shown during this difficult loss exemplifies their belief that the mental health message must be shared. I trust you will consider this request in your deliberations.

Sally Holmberg  
5020 Cleburne Court  
Pleasant Hill, IA 50327

## Melanie Farr

---

**From:** Paula Weigel <Paula\_Weigel@yahoo.com>  
**Sent:** Monday, October 17, 2022 7:30 PM  
**To:** Council  
**Cc:** Ronald Weigel  
**Subject:** [External] Penn Meadows Field Renaming

[Some people who received this message don't often get email from paula\_weigel@yahoo.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification> ]

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---

Dear Council members,

We are writing in support of renaming the Penn Meadows Babe Ruth field to the Owen Skelley Field. Owen exemplified the best qualities that youth sports develop in young people, and he made a huge impact in baseball over his life. It would be a wonderful tribute to a local son who grew up playing on those fields, and who was beloved by everyone that knew him in the community.

The renaming would also serve as a vehicle to raise awareness of mental health, as well as the resources and support that are available within the community. Furthermore, The Big O Foundation would be a strong and impactful partner to the City of North Liberty in providing this important awareness of mental health on a continual basis. Their commitment to hosting events and tournaments would be an effective form of outreach to young athletes, their families, and everyone else that uses Penn Meadows.

Thank you for considering this proposal to honor Owen Skelley.

Paula and Ron Weigel

## Melanie Farr

---

**From:** Reid Manternach <remanternach@crprairie.org>  
**Sent:** Wednesday, October 19, 2022 9:05 PM  
**To:** Council  
**Subject:** [External] Penn Meadows Babe Ruth field

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---

Reid Manternach, Solon Iowa

Baseball, a sport that is loved by millions of people around the world. Often on social media seeing the interactions players have with fans can spread happiness around the world, right? What makes me happy about the sport is seeing the relationships between the players when they are doing the thing they love. I say this because baseball is what brought Owen Skelley and me together, the sport that we both love. Owen and I grew up playing each other on the diamonds, and although his team was better than mine, I would still hope that he was in the same tournament as me and hoping to get the revenge of winning a game against him. The time we had just through a game that had a ball, bat, and gloves built a relationship. Would you ever think that those three simple things could bring two people together? Well, it can and it did. With all my heart, I hope this field can do the same for the community and kids that play on this field, just like a field brought Owen and me together. To have something like this in the city of North Liberty would be great for the community. People know and have felt the impact Owen had on this community and this field will be something that continues to spread a positive impact through the sport he loved. I see this field as an opportunity to build relationships and bring people together not just around a sport, but around Mental Health and Owen.

Thank you,  
Reid Manternach  
319-310-5837



## Melanie Farr

---

**From:** Martha Komma <martha.komma2018@gmail.com>  
**Sent:** Sunday, October 16, 2022 4:19 PM  
**To:** Council  
**Subject:** [External] Penn Meadows Babe Ruth Field

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---

I am sending you this email to express my support to rename the Penn Meadows Babe Ruth Field in North Liberty to the Owen Skelley Field.

Owen was a stellar North Liberty Citizen whose life was taken much too early by the horrible disease of mental health. I can't think of a stronger way to convey to our youth the seriousness of mental health. We all know that this disease is taking the lives of many of our youth today. To have a Baseball Field that represents a message that needs to be heard loud and clear would be a jewel in North Liberty.

Thank you for performing your civic duty by voting to rename the current field to the Owen Skelley Field.

With Sincere Appreciation,  
Martha Komma  
2729 82nd Place, Apt. 235  
Urbandale, Iowa 50322  
515-491-6770

## Melanie Farr

---

**From:** Denise Brotherton <dabrotherton@hotmail.com>  
**Sent:** Wednesday, October 19, 2022 8:19 PM  
**To:** Council  
**Subject:** [External] Penn Meadows Babe Ruth Field

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North Liberty City Council,

I am writing in support of renaming the Penn Meadows Babe Ruth Field to the Owen Skelley Field. I support the mission of the Big O Foundation and the work the Skelley family has done to raise mental health awareness. The Owen Skelley Field will serve as a gathering place to support area youth and their families through physical activities and positive messaging so those experiencing mental crisis will know they are not alone and there is help and hope. The families who have lost loved ones to mental illness will know that their community supports them and they are not alone.

Thank you for your consideration. I truly believe this will have a positive impact on the North Liberty community and those from outside who visit the field.

Denise Brotherton  
North Liberty

## Melanie Farr

---

**From:** Kelly Augustine <augustine9227@gmail.com>  
**Sent:** Tuesday, October 18, 2022 11:51 AM  
**To:** Council  
**Subject:** [External] Penn Meadows Babe Ruth Baseball Field Renaming

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Dear North Liberty City Council,

Our family has been close friends with the Skelley family for the past 15 years. Our oldest son is the same age as Boyd, and Owen was the same age as our daughter. Both sets of kids began playing soccer and t-ball together in Burlington Iowa when they were 3 years old and then began kindergarten together. Although, the Skelley family moved to North Liberty Iowa in 2015, our families continue to be very close.

Collectively, the Skelley family has always been very involved in their community. Each one of them are loyal and dedicated to whatever they are taking part in. Joe and Jennifer have always volunteered for PTO activities, worked concessions during sporting events, helped out with their church's youth activities, and the list goes on. Through all of the years I have known them, whenever they have known about a need, they have given generously of their time and resources.

On March 3, 2022, Owen Skelley tragically ended his life after a two-year battle with mental illness. Owen fought silently, never wanting to burden his family and friends with his struggles. Owen's death devastated so many, and I have been amazed at how this heartbreak has brought the North Liberty community together. Friends, family, and The Big O Foundation have made it their mission to keep Owen's memory alive and to support and educate others about mental health.

I am the treasurer of The Big O Foundation and I support the proposal that the Penn Meadows Babe Ruth Baseball Field be renamed to the "Owen Skelley Field". The Big O Foundation would like to partner with the City of North Liberty and local businesses, to revitalize and maintain the field. There may be concern that our passion for this project could fizzle out over time. As I mentioned before, Joe and Jennifer have a passion for philanthropy, and I can think of no better way for them to continue their benevolence than to pay tribute to their son in such a special way. I know their dedication to this field will not diminish.

Owen's love of baseball was undeniable, and we want to honor his life, and love for bringing people together. The Owen Skelley Field would give older youth and high school teams a venue to practice, play and host tournaments. The city currently doesn't have another 13/14U field, besides Liberty High School where scheduling is limited. Most important, this field would allow The Big O Foundation to spread the word about mental health awareness by supporting physical activity, displaying mental health resources at and around the field, hosting mental health awareness events, and creating a sense of belonging and inclusivity.

The Big O Foundation and the Skelley Family would like to offer financial assistance to revitalize the field dugouts and will also fund future projects as recommended by our board.

Thank you for your consideration and please let us know if you need additional information.

Sincerely,  
Kelly Augustine, The Big O Foundation Treasurer  
319-310-1201

## Melanie Farr

---

**From:** Laura <leonardla@mchsi.com>  
**Sent:** Sunday, October 16, 2022 8:32 AM  
**To:** Council  
**Subject:** [External] Penn Meadows Babe Ruth baseball field renaming

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---

Dear North Liberty Council Members,

I am would like to ask you to consider the renaming of the Penn Meadows Babe Ruth Field to the Owen Skelley Field.

Owen was a huge baseball fan and I can't think of a better way to impact the North Liberty youth as well as get the message out about mental illness.

Thanking you for your consideration in supporting the renaming of the Penn Meadows Babe Ruth field to the Owen Skelley Field.

Sincerely,

Laura Leonard

Sent from my iPad

## Melanie Farr

---

**From:** Carly Walrod <carly.walrod@gmail.com>  
**Sent:** Thursday, October 13, 2022 12:02 PM  
**To:** Council  
**Subject:** [External] Owen Skelly Field

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---

Good Afternoon,

I am sending this message in support of the Big O foundation to have the Penn Meadows Babe Ruth field be renamed the "Owen Skelly Field"

With the increased awareness needed surrounding mental health, along with the platform the Big O Foundation has, I cannot see a better example of how to support their mission while taking stigma away from mental health.

Thank you  
Carly Walrod

## Melanie Farr

---

**From:** Danielle Kopecky <danik0706@hotmail.com>  
**Sent:** Thursday, October 20, 2022 11:29 AM  
**To:** Council  
**Subject:** [External] Owen Skelley Field

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---

I'm writing in support of the renaming of Babe Ruth field to the Owen Skelley field. Mental health awareness, education and help is critical for the children of our community. Thank you for your consideration.

Sincerely,  
Danielle Kopecky  
319-558-7277  
danik0706@hotmail.com

Sent from my U.S.Cellular© Smartphone  
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## Melanie Farr

---

**From:** Bridgette Cochran <bccochran@hotmail.com>  
**Sent:** Saturday, October 15, 2022 12:02 PM  
**To:** Council  
**Subject:** [External] Owen Skelley Field

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---

The Cochran family is in support of naming the Babe Ruth Field in memory of Owen Skelley. The mission of the Owen Skelley Foundation is something we support, they have already made a positive impact on our community and we know they will continue this in the future.

Our family is connected to the Skelley family through baseball and dance, this would be a very great way to honor Owen.

Please strongly considered making this name change, help to spread their message.

Thank you,  
Bridgette Cochran



## Melanie Farr

---

**From:** Rennie Ludens <rennieludens@hotmail.com>  
**Sent:** Friday, October 14, 2022 12:28 PM  
**To:** Council  
**Subject:** [External] Owen Skelley Field

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---

Hello,

Please consider changing the name of Penn Meadows Babe Ruth Field to honor Owen Skelley and be changed to the Owen Skelley Field to help support the foundation and mental health awareness.

Thanks,  
Rae Ludens

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## Melanie Farr

---

**From:** Rennie Ludens <rennieludens@hotmail.com>  
**Sent:** Friday, October 14, 2022 12:28 PM  
**To:** Council  
**Subject:** [External] Owen Skelley Field

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---

Hello,

Please consider changing the name of Penn Meadows Babe Ruth Field to honor Owen Skelley and be changed to the Owen Skelley Field to help support the foundation and mental health awareness.

Thanks,  
Rae Ludens

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**Melanie Farr**

---

**From:** Tim Sturgell <sturgell.tim@iowacityschools.org>  
**Sent:** Friday, October 14, 2022 4:26 PM  
**To:** Council  
**Subject:** [External] Owen Skelley Field

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---

Hello,

I am writing to you in support of naming the Penn Meadows Babe Ruth baseball field the "Owen Skelley Field". Owen was and still is an inspiration to many people. He loved baseball but more importantly, he loved helping people. By naming the field after him, it would allow his story to continue to positively impact people near and far for years to come.

Thank you,

--

**Tim Sturgell**  
**School Counselor**  
**Assistant Wrestling Coach**  
**North Central Jr. High**  
**Assistant Football Coach**  
**West High School**

## Melanie Farr

---

**From:** Patricia Thomas <patricia.m.thomas@gmail.com>  
**Sent:** Tuesday, October 18, 2022 9:40 PM  
**To:** Council  
**Subject:** [External] Owen Skelley Field

Some people who received this message don't often get email from patricia.m.thomas@gmail.com. [Learn why this is important](#)

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---

Council members,

I would like to throw my vote in to rename Penn Meadows Babe Ruth field to Owen Skelley Field. Owen was an amazing and talented young man that left us far too soon. He comes from an amazing family that would like to help prevent such a tragedy for other families by bringing awareness of mental health.

I thank you for this consideration and pray this vote passes.

Patricia Thomas

## Melanie Farr

---

**From:** Barbara Kounkel <jbkounkel@gmail.com>  
**Sent:** Tuesday, October 18, 2022 10:50 PM  
**To:** Council  
**Subject:** [External] Owen Skelley Field

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---

Like most people in the North Liberty area, we adore the Skelley family. We are connected with the Skelley family through dance. Jen and Joe are the most generous people and constantly giving back to the community. Owen's death has been so heartbreaking and something no parent should ever have to go through. Through the heartbreak, the Skelley family has continued to give back to the community to make it a better place. The Big O Foundation is taking their pain and preventing future suicides. This is essential for everyone and applies to all ages. Mental health is something we have to face head on and make it OK to talk about. The Owen Skelley Field would be the perfect way to honor Owen's memory, his love for baseball, and the importance of mental health. Part of an awesome community is supporting one another. The Owen Skelley Field would show our love and commitment to our growing community and the members in it.

Sincerely,  
Barb and Jon Kounkel

## Melanie Farr

---

**From:** Stephen Orr <sorrdm@gmail.com>  
**Sent:** Sunday, October 16, 2022 10:41 AM  
**To:** Council  
**Subject:** [External] Naming support

Some people who received this message don't often get email from sorrdm@gmail.com. [Learn why this is important](#)

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---

I write in support of naming the Penn Meadows Babe Ruth field in remembrance of Owen Skelley. As was mentioned so often at his funeral service, by teachers, staff, coaches, and peers, he was a real leader. Many young people sought him out for advice and support. Little did anyone know the silent disease that was troubling him. And yet, he continued to be there for others.

Owen was not only a skilled athlete but also a strong student. He worked hard at everything he did. That is what he will be remembered for and why naming the field in his honor would be appropriate. Opportunities for drawing awareness to this silent disease could be very helpful to others who are suffering and give them hope.

Rev. Stephen L. Orr

## Melanie Farr

---

**From:** Lydia Fine <lydiafine3@gmail.com>  
**Sent:** Thursday, October 20, 2022 11:49 AM  
**To:** Council  
**Subject:** [External] Letter of Support: Penn Meadows ball field renaming

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To Whom it May Concern,

I'd like to express my support for the renaming of the Penn Meadows Babe Ruth field as the Owen Skelley Field.

Our country is in the midst of a mental health crisis, particularly for young people, and the stigma is strong among our male athletes. The Big O Foundation's mission is so important at this moment in our country's history, and the renaming of the field will help to keep this cause top of mind for North Liberty athletes and those who visit our field. Visitors and athletes will be able to learn about Owen, the impact he made during his short life, and the lessons we can learn from his death. They'll be educated about ways to ask for help (988 hotline), ways to combat mental illness, and get support that could be the difference between choosing to stay and cutting their life short.

I am wholeheartedly supportive of the renaming of the ball field in honor of Owen. Owen's family are brave stewards of the message about mental illness for athletes, and this important mission is in great hands under their care.

Please feel free to reach out if I can be of further assistance.

Sincerely,  
Lydia Fine

*1519 Red Oak Dr.  
North Liberty, IA 52317  
319-331-8510*

--

**Lydia Fine**  
[lydiafine3@gmail.com](mailto:lydiafine3@gmail.com)

## Melanie Farr

---

**From:** Troy Bergmann <bergmann.troy@iowacityschools.org>  
**Sent:** Thursday, October 20, 2022 9:05 AM  
**To:** Council  
**Subject:** [External] Letter of Support  
**Attachments:** Big O Foundation Letter of Support.pdf

Some people who received this message don't often get email from bergmann.troy@iowacityschools.org. [Learn why this is important](#)

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---

North Liberty City Council,

Please see my attached letter of support on behalf of the Big O Foundation in naming a baseball field at Penn Meadows Park, "Owen Skelley Field".

Thanks,

**Troy Bergmann**

School Counselor  
Liberty High School  
Ph: 319-688-1354  
Fax: 319-688-1358

<https://troybergmann.youcanbook.me/>



@BoltCounseling



## Melanie Farr

---

**From:** Heather Woody <coachheather10@gmail.com>  
**Sent:** Thursday, October 20, 2022 8:27 AM  
**To:** Council  
**Subject:** [External] Letter of support for the Owen Skelley Field

Some people who received this message don't often get email from coachheather10@gmail.com. [Learn why this is important](#)

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---

Dear City of North Liberty - City Council,

I am writing in fullest support of the Big O Foundation, the Skelley Family and Owen Eugene Skelley. It is my mission to support the renaming of the Penn Meadows Babe Ruth Field to become Owen Skelley Field. Owen Skelley represented EVERYTHING that is remarkable and of the example of great character in a young man, friend, teammate, brother and son. Renaming this baseball field would allow children and teens, families and community members to remember and learn from a very special young man who represented everything that is good in a person. This would provide another reminder of how important it is to not only be a good human, but to be aware of our friends, family and anyone who may be silently struggling. Owen's bright light not only shined in his life but also in his passing and we should all find every single way possible to keep his beautiful light shining over all of us. Naming this field after Owen is another way that we can all share in doing just that. Please genuinely consider making this amazing change for our community and the thousands of people that will sit on the benches, play on the field and enjoy this awesome space for years to come.

Sincerely and with support for Big O #14  forever,

**Heather L. Woody, MCC, Heather Woody Unlimited, Inc.**  
**Professional Coaching, Consulting & Speaking**  
[www.heatherwoody.com](http://www.heatherwoody.com)  
**319-404-4984**  
**Positivity/Maximizer/Achiever/Strategic/Activator**

## Melanie Farr

---

**From:** Megan Snyder <mfickel@gmail.com>  
**Sent:** Monday, October 17, 2022 3:56 PM  
**To:** Council  
**Cc:** Joe and Jenny Skelley  
**Subject:** [External] Letter of Support

Some people who received this message don't often get email from mfickel@gmail.com. [Learn why this is important](#)

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---

Hello,

My name is Megan Snyder and I am the owner of Debut Dance, located here in North Liberty.

It has been brought to my attention that Penn Meadows is undergoing major renovations with a proposal to rename the baseball field to "Owen Skelley Field". As a supporter of the Big O Foundation and Skelley family, I write to you today to advocate for the renaming of the field.

This foundation, along with Skelley family, has touched my heart in so many ways this past year and I know this name change would have a lasting, positive impact on the youth that use the fields (including my three boys that play baseball) along with the community as a whole.

I would be thrilled to see the foundation partner with the City of North Liberty on this project!

Thank you,  
Megan Snyder  
Owner, Debut Dance

## Melanie Farr

---

**From:** Megan Snyder <mfickel@gmail.com>  
**Sent:** Monday, October 17, 2022 3:56 PM  
**To:** Council  
**Cc:** Joe and Jenny Skelley  
**Subject:** [External] Letter of Support

Some people who received this message don't often get email from mfickel@gmail.com. [Learn why this is important](#)

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---

Hello,

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It has been brought to my attention that Penn Meadows is undergoing major renovations with a proposal to rename the baseball field to "Owen Skelley Field". As a supporter of the Big O Foundation and Skelley family, I write to you today to advocate for the renaming of the field.

This foundation, along with Skelley family, has touched my heart in so many ways this past year and I know this name change would have a lasting, positive impact on the youth that use the fields (including my three boys that play baseball) along with the community as a whole.

I would be thrilled to see the foundation partner with the City of North Liberty on this project!

Thank you,  
Megan Snyder  
Owner, Debut Dance

## Melanie Farr

---

**From:** Lisa Smith <lisafugacciasmith@gmail.com>  
**Sent:** Thursday, October 13, 2022 2:41 PM  
**To:** Council  
**Subject:** [External] In support of renaming Penn Meadows Babe Ruth Field

Some people who received this message don't often get email from lisafugacciasmith@gmail.com. [Learn why this is important](#)

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---

To the leaders of North Liberty:

I am writing in support of renaming Penn Meadows Babe Ruth Field to The Owen Skelley Field.

Owen was my nephew; his mom is my sister. It is an understatement to say that the unexpected loss of Owen on March 3, 2022 was a tragedy for our family. None of us will ever be the same, and our family and the community of North Liberty will not be the same without Owen's wit, humor, love and care.

The renaming of the baseball field to Owen Skelley Field and partnership with the Big O Foundation would be an amazing gift for our family and for the community. It would keep mental health awareness in the forefront and allow the foundation to cast a wide net as the foundation strives to reach far and wide to raise awareness for mental health and suicide prevention. I cannot think of a better cause.

No one should ever have to go through what Joe, Jennifer, Boyd, Stella and the rest of our family has endured. No one. It is the absolute worst nightmare for any family. Anything that can be done to promote mental health awareness and provide resources for those struggling should be done. Renaming the field would support this cause and also provide a meaningful tribute to Owen for his grieving family.

Thank you for considering.

#OS14

Lisa Smith

## Melanie Farr

---

**From:** Nancy Stefani <nlstefanicfre@gmail.com>  
**Sent:** Friday, October 14, 2022 8:04 PM  
**To:** Council  
**Subject:** [External] Fwd: Penn Meadows Babe Ruth Field

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---

Nancy L. Stefani  
The Arbordale  
2729 82nd Place, Unit 230  
Urbandale, Iowa 50322-4303  
Phone: (515) 240-4290

Begin forwarded message:

**From:** "Nancy L. Stefani" <nlstefanicfre@gmail.com>  
**Date:** October 14, 2022 at 11:33:32 AM CDT  
**To:** Council@northlibertyiowa.Org  
**Subject:** Penn Meadows Babe Ruth Field

Dear North Liberty Council Members,

I am writing to encourage you to positively consider the renaming of the Penn Meadows Babe Ruth Field to the Owen Skelley Field.

What a better way to impact the North Liberty youth of today and tomorrow that to be supported by the legacy of Owen Skelley. Owen loved Baseball and he loved North Liberty.

Thanking you in advance for supporting the renaming of the above field to the Owen Skelley Field.

Gratefully, ,  
Nancy L. Stefani

Nancy L. Stefani  
The Arbordale  
2729 82<sup>nd</sup> Place, Unit 230  
Urbandale, Iowa 50322-4303

Phone: (515) 240-4290

## Melanie Farr

---

**From:** Zachary Hammes <hammes.zachary@iowacityschools.org>  
**Sent:** Friday, October 14, 2022 2:48 PM  
**To:** Council  
**Subject:** [External] Fwd: Owen Skelley Foundation opportunity to partner with Penn Meadows

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To whom it may concern,

Good afternoon, my name is Zach Hammes and I teach business education at Liberty High School here in North Liberty, this is my 5th year in the profession after a 12 year professional baseball career which is another reason why I'm writing this email. My goal when entering into this field was to help make a difference in the lives of young kids. It has been brought to my attention that there is an opportunity for Penn Meadows to serve as resource for young kids and current mental health issues in society today via a partnership with the Owen Skelley Foundation. Bringing awareness to the young kids at Penn Meadows would be an awesome opportunity for the kids of the community. When Owen took his own life last February, it caused me to look deeper into the issue of suicide with young people, quite honestly I did not realize this was an epidemic that was taking students from each of our high schools within the ICCSD yearly. I found that suicide rates spiked 56% for 10-24 year olds from 2007-2017, unfortunately that gap is continuing to widen each year.

I understand this is a topic that is tough to advocate for publicly for some, but let me tell you this is what our young people need. They need the awareness, they need the resources, they need this partnership between you all and the Owen Skelley Foundation. What Joe and Jennifer, and the foundation are doing to advocate and bring awareness to this data is not an easy thing, but is so necessary for all of us to understand this epidemic. This is something that we mention to students all the time now, giving them resources as we cannot tell who is dealing with these mental health issues. Owen was an unbelievable kid, one of the smartest in the room. He was kind, always asking everyone else how they were doing. He was also hiding issues from covid isolation, and who knows what else, and because of that we lost a 15 year old way to early. Again, this is not few and far between, the data I have below will give you all more insight to this issue that we are dealing with in society today. With your help, we can bring awareness to young kids who have their whole lives ahead of them. What happened in February of this year was an educator's worst nightmare. I empathise, and cannot imagine dealing with this as a parent like the Skelley's have had to. Please consider collaborating and partnering with their family, who is advocating so hard for the mental health of young people. Thank you for your time and consideration!

<https://www.businessinsider.com/cdc-teenage-gen-z-american-suicide-epidemic>

<https://www.usnews.com/news/health-news/articles/2022-09-30/suicides-in-the-u-s-climbed-in-2021-cdc-data-shows>

<https://www.medicalnewstoday.com/articles/why-is-gen-z-depressed#stigmas>

Zach

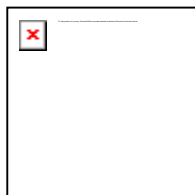
--

**ZACH HAMMES**

BUSINESS EDUCATION

LIBERTY HIGH SCHOOL

[hammes.zachary@iowacityschools.org](mailto:hammes.zachary@iowacityschools.org)



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## Melanie Farr

---

**From:** Lillian Erdahl <lilerdahl@hotmail.com>  
**Sent:** Tuesday, October 18, 2022 7:20 PM  
**To:** Council  
**Subject:** [External] For Council Meeting 10/25/22

Some people who received this message don't often get email from lilerdahl@hotmail.com. [Learn why this is important](#)

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Dear Council Members,

As a long time resident of Johnson County, I am writing this letter in support of the Big O Foundation's proposal to rename the Penn Meadows Field the Owen Skelley Field. I have known Jennifer Skelley and her family for several years. I first met her when she started working with me in the Breast Clinic at UIHC where she has shown expertise and compassion in the care of patients with breast diseases. I have witnessed the pain and grief the Skelley family suffered after losing Owen to Mental Illness this year. I have also witnessed the outpouring of love for Owen from his family and friends. A love that could no longer be given directly to Owen and instead has blessed our entire community reminding us of the importance of listening to and caring for one another.

My son I have discussed suicide and mental health in the wake of Owen's death because the Skelleys have been so willing to share their pain and love with us. My son reports to me each time he sees Jennifer driving her car with the license plate Big O Mom. And I hope that open conversation means that he will come to me if he or his friends ever struggle with mental health issues or thoughts of suicide.

I am so grateful that the Big O Foundation wants to bring their love for their son and community to the City of North Liberty promoting mental health awareness. Thank you for considering this proposal.

Sincerely,

Lillian Erdahl  
[lilerdahl@hotmail.com](mailto:lilerdahl@hotmail.com)  
(717)512-9143

Sent from [Mail](#) for Windows

## Melanie Farr

---

**From:** Becky Chicoine <beckychicoine1@gmail.com>  
**Sent:** Sunday, October 16, 2022 7:43 PM  
**To:** Council  
**Subject:** [External] Baseball Field

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---

Hello,

We would love for you to consider renaming the Penn Meadows Babe Ruth Field to the Owen Skelley Field.

Owen was a wonderful young man who loved baseball, his family, and his town. He unfortunately struggled with mental health issues like so many young people do.

We believe renaming the field would be a great way to honor Owen, and to bring awareness to this very important cause. This name change could have a long lasting legacy where so many youth could learn more about mental health issues.

Thank you for considering this change, I know his family and friends appreciate your time and consideration.

Chad and Becky Chicoine  
6997 NE 11th Ct  
Ankeny, IA 50023

## Melanie Farr

---

**From:** Chris Avgenackis <avy\_1545@yahoo.com>  
**Sent:** Thursday, October 20, 2022 12:39 AM  
**To:** Council  
**Subject:** [External] Babe Ruth Field Renaming

[Some people who received this message don't often get email from avy\_1545@yahoo.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification> ]

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---

NL City Council

I am in favor of renaming the Babe Ruth fiend to The Owen Skelley Field. Not only would this honor Owen, but would have a great impact on our local youth that may be struggling with mental health issues.

In addition, both of my kids attend Liberty and play sports and knew Owen personally. My son plays baseball for Liberty and played on this field all summer.

Thanks for your consideration.

Chris Avgenackis  
285 Autumn Court  
North Liberty



# **Consent Agenda**



**City Council**  
October 11, 2022  
Work & Regular Sessions

**Call to order**

Mayor Chris Hoffman called the October 11, 2022, Work and Regular Sessions of the North Liberty City Council to order at 6:00 p.m. in the Council Chambers, 1 Quail Creek Circle. 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, Ellen McCabe, Micah Ariel James, Richard Grugin, Rita Roberts, Matthew Staber, Noah Egge, Avery Van Abbema, Chase Lovetinsky, Konstantin Titarenko, Leela Strand, Megan Quinn, Piper Kearney, Ruby Frank, Andi Cetta, Asher Bonner, Hadley Andersen, Madison Jurgens, Olivia Roling and other interested parties.

**Approval of the Agenda**

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

**Work Session**

Heiar introduced the topic. Ellen McCabe, Housing Trust Fund Johnson County Executive Director, presented information on potential ARPA projects. Council discussed the presentation with McCabe.

Council recessed at 6:33 p.m. and reconvened at 6:34 p.m. The Regular Session began at 6:34 p.m.

**Consent Agenda**

Smith moved, Bermel seconded to approve the Consent Agenda including the City Council Minutes from the Regular Session on September 27, 2022; the attached list of claims, North Jones Boulevard Improvements Project, Pay Application Number 5, Schrader Excavating and Grading, \$754,632.87; Community Center Roof Project, Pay Application Number 2, T&K Roofing Co., \$90,772.50. The vote was all ayes. Consent Agenda approved.

**Public Comment**

No public comment was offered.

**City Engineer Report**

City Engineer Trom reported that the contractor for the Ranshaw Way Project is using the cones for keeping workers safe while they water. The Dubuque Street Phase 1 Project is moving to the next section late this week or early next week. This will open Penn Meadows Park parking lot. Heritage Drive Streambank Erosion Control Project will receive quotes in November with the work

happening during the winter and seeding in the spring. The City Hall Project will begin soon with an April 2024 final completion. The Jones Boulevard contractor is getting close to substantial completion and expects to open it to traffic in November. The contractor is ahead of schedule on the Community Center Roof Project. Currently, the contractor is waiting on edge metal. Council discussed the report with Trom.

### **City Administrator Report**

City Administrator Heiar reported on calendar reminders. The public meeting with Harvest Estates neighborhood will be held October 17 at 5:30 p.m. at the Fire Station regarding the new fire station. At the 10/25 Council meeting, there will be a 6:00 p.m. work session for the Big O Foundation presentation. The November 8 City Council meeting will be moved to Monday, November 7 due to the election polling place being Council Chambers.

### **Mayor Report**

Mayor Hoffman reported that he Attended Iowa League of Cities conference. He reported that next month the MPOJC meeting here in council chambers on November 16 at 4:30 p.m. Mayor Hoffman made the Hall of Fame presentations to Rita Roberts and Richard Grugin.

### **Council Reports**

Councilor Smith attended a roundtable regarding EMS mobile simulator training and will attend another in November. Councilor Wayson helped with Scouting for Food the last two weekends. He complimented the donors that donated ingredients for a complete meal. Council Sittig represented the city at the opening of the Story Walk. He attended the ILOC Conference and the Affordable Housing Coalition annual meeting. Councilor Bermel attended the ILOC Conference.

### **Youth Council**

Micah Ariel James presented the Youth Council program and introduced the representatives. Mayor Hoffman swore in the Youth Council for 2022-23.

### **Kwik Star Site Plan**

Rusnak reported that staff & Commission recommend approval with no conditions. No applicant was present. Harrington moved, Sittig seconded to approve Resolution Number 2022-104, A Resolution approving the Preliminary Site Plan for Lot 1, The Evermore Part Two, North Liberty, Iowa. After discussion, the vote was: ayes – Bermel, Smith, Sittig, Wayson, Harrington; nays – none. Motion carried.

### **A to Z Site Plan**

Rusnak reported that staff & Commission recommend approval with no conditions. No applicant was present. Smith moved, Wayson seconded to approve Resolution Number 2022-105, A Resolution approving the Preliminary Site Plan for 625 240<sup>th</sup> Street, North Liberty, Iowa. After discussion, the vote was: ayes – Harrington, Smith, Sittig, Wayson, Bermel; nays – none. Motion carried.

### **Heritage Drive Stormwater Project**

Wayson moved, Harrington seconded to approve Resolution Number 2022-106, A Resolution approving the Temporary Construction Easement Agreement between Clothilde B. Stewart and the City of North Liberty. The vote was: ayes – Wayson, Smith, Harrington, Bermel, Sittig; nays – none. Motion carried.

Harrington moved, Sittig seconded to approve Resolution Number 2022-107, A Resolution approving the Temporary Construction Easement Agreement between Jennifer Malatek and the City of North Liberty. The vote was: ayes – Sittig, Wayson, Smith, Bermel, Harrington; nays – none. Motion carried.

Bermel moved, Sittig seconded to approve Resolution Number 2022-108, A Resolution approving the Temporary Construction Easement Agreement between Andrew J. Gilpin and Sarah E. Gilpin and the City of North Liberty. The vote was: ayes – Bermel, Sittig, Smith, Wayson, Harrington; nays – none. Motion carried.

### **Owner Occupied Rehab Project**

Sittig moved, Bermel seconded to approve Resolution Number 2022-109, A Resolution approving the rehabilitation contracts and associated documents between owners, rehabilitation contractors and the City of North Liberty. After discussion, the vote was: ayes – Sittig, Wayson, Smith, Harrington, Bermel; nays – none. Motion carried.

### **North Liberty Centennial Park – Next Stage**

Wayson moved, Bermel seconded to approve Resolution Number 2022-110, A Resolution approving the Designated Fund Agreement for the North Liberty Centennial Park: Next Stage Project between the Community Foundation of Johnson County and the City of North Liberty. After discussion, the vote was: ayes – Sittig, Harrington, Smith, Wayson, Bermel; nays – none. Motion carried.

### **Site Plan Ordinance Amendment**

At 7:17 p.m., Mayor Hoffman opened the Public Hearing regarding proposed ordinance amendment. No oral or written comments were received. The public hearing was closed at 7:17 p.m. Rusnak presented information on the amendment and reported that staff and the Planning Commission recommend approval. Council discussed the proposed amendment. Wayson moved, Bermel seconded to waive the requirement for consideration at two meetings prior to final action. The vote was: ayes – Bermel, Smith, Sittig, Harrington, Wayson; nays – none. Motion carried. Wayson moved, Harrington seconded to approve the first (and final) consideration of Ordinance Number 2022-22, An Ordinance Amending Chapter 165 of the North Liberty Code of Ordinances (Zoning Code-Administrative) by adding Section 165.10, entitled, "Moratorium," to establish a six and a half month moratorium on submittal and review of Preliminary Site Plan applications for which the current Zoning District designation or use is incompatible or inconsistent with the North Liberty Comprehensive Plan 2014 Land Use Map and the Proposed Future Land Use Map. The vote was: ayes – Smith, Bermel, Sittig, Wayson, Harrington; nays – none. Motion carried.

### **Old Business**

No old business was presented.

**New Business**

No new business was presented.

**Adjournment**

Harrington moved, Smith seconded to adjourn at 7:29 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       |         |       |
|-------------------------------|---------------------------|----------------|---------|-------|
| Fiesta North Liberty Inc      | Fiesta Mexican Restaurant | (515) 802-7464 |         |       |
| ADDRESS OF PREMISES           | PREMISES SUITE/APT NUMBER | CITY           | COUNTY  | ZIP   |
| 720 Pacha Parkway Suite 2 & 3 |                           | North Liberty  | Johnson | 52317 |
| MAILING ADDRESS               | CITY                      | STATE          | ZIP     |       |
| 720 Pacha Parkway Suite 2 & 3 | North Liberty             | Iowa           | 52317   |       |

## Contact Person

| NAME           | PHONE          | EMAIL                      |
|----------------|----------------|----------------------------|
| Antonio Berber | (515) 802-7464 | antonio@fiestagroupinc.com |

## License Information

| LICENSE NUMBER           | LICENSE/PERMIT TYPE       | TERM                 | STATUS                       |
|--------------------------|---------------------------|----------------------|------------------------------|
| LC0044005                | Class C Liquor License    | 12 Month             | Submitted to Local Authority |
|                          |                           |                      |                              |
| TENTATIVE EFFECTIVE DATE | TENTATIVE EXPIRATION DATE | LAST DAY OF BUSINESS |                              |
| Nov 1, 2022              | Oct 31, 2023              |                      |                              |
|                          |                           |                      |                              |
| SUB-PERMITS              |                           |                      |                              |
| Class C Liquor License   |                           |                      |                              |



# State of Iowa

Alcoholic Beverages Division

## PRIVILEGES

Sunday Service

## Status of Business

### BUSINESS TYPE

Privately Held Corporation

## Ownership

### • Individual Owners

| NAME           | CITY | STATE | ZIP   | POSITION  | % OF OWNERSHIP | U.S. CITIZEN |
|----------------|------|-------|-------|-----------|----------------|--------------|
| Antonio Berber | Adel | Iowa  | 50003 | President | 100.00         | Yes          |

## Insurance Company Information

### INSURANCE COMPANY

Society Insurance

### POLICY EFFECTIVE DATE

Nov 1, 2022

### POLICY EXPIRATION DATE

Nov 1, 2023

### DRAM CANCEL DATE

### OUTDOOR SERVICE EFFECTIVE DATE

### OUTDOOR SERVICE EXPIRATION DATE

### BOND EFFECTIVE DATE

### TEMP TRANSFER EFFECTIVE DATE

### TEMP TRANSFER EXPIRATION DATE



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 #:** \_\_\_\_\_

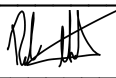
---

### **Johnson County Health Department:**

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

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:**  \_\_\_\_\_



## North Liberty Police Department

---

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

October 5, 2022

Liquor License Check

Business: Fiesta Mexican Restaurant  
720 Pacha Parkway Units 2 & 3  
North Liberty, IA 52317

Owners: Antonio Berber (DOB: 1985)

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.





# North Liberty Fire Department

Occupancy: **Fiesta Mexican Restaurant**  
Occupancy ID: **AZUL01**  
Address: **720 Pacha PKY Apt/Suite #2-3**  
**North Liberty IA 52317**

Inspection Type: **Liquor License Inspection**

Inspection Date: **10/19/2022** By: **Hardin, Bryan E (01-1022)**

Time In: **10:58** Time Out: **11:26**

Authorized Date: **10/19/2022** 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:

### Emergency Lights & Exit Signs

#### Emergency Lighting - Illumination

1008.3.4 Duration. The emergency power system shall provide power for a duration of not less than 90 minutes and shall consist of storage batteries, unit equipment or an on-site generator.

Status: **FAIL**

Notes: **Emergency Light by Office has one bulb not working.**



## Electrical Rooms / Electrical Wiring

### Electrical Rooms Labeled

605.3.1 Labeling. Labeling. Doors into electrical control panel rooms shall be marked with a plainly visible and legible sign stating ELECTRICAL ROOM or similar approved wording.

**Status:** FAIL

**Notes:** Office Door, post permanent letters "Electrical" or "Electrical Room". At least 1" tall.



## Kitchen Hood System

### Kitchen Hood and Duct Cleaned- Current Inspection Tag on Hood

609.3.3.1 Inspection. Hoods, grease-removal devices, fans, ducts and other appurtenances shall be inspected at intervals specified in Table 609.3.3.1 or as approved by the fire code official. Inspections shall be completed by qualified individuals.

**Status:** FAIL

**Notes:** Fire Department does not have a current kitchen hood exhaust cleaning/inspection report on file. Contact your kitchen hood cleaning company and have them submit the inspection report to [www.thecompliancesengine.com](http://www.thecompliancesengine.com). Was completed by Perfection Clean in April of 2022.

### Kitchen Hood All Grease Filters in Place

609.3.1 Ventilation system. The ventilation system in connection with hoods shall be operated at the required rate of air movement, and classified grease filters shall be in place when equipment under a kitchen grease hood is used.

**Status:** FAILED & CORRECTED

**Notes:** Ensure all kitchen hood grease filters are in place while cooking and there are no gaps between the filters. Corrected during inspection.



## Miscellaneous

### No Other Unsafe Conditions

110.4 Abatement. The owner, the owner's authorized agent, operator or occupant of a building or premises deemed unsafe by the fire code official shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other approved corrective action.

**Status:** FAIL

**Notes:** Electrical outlet by Hand Sink shows signs of damage. Replace with a new receptacle outlet. (Picture did not save to this report)

## Additional Time Spent on Inspection:

| Category | Start Date / Time | End Date / Time |
|----------|-------------------|-----------------|
|----------|-------------------|-----------------|

**Notes:** No Additional time recorded

**Total Additional Time: 0 minutes**

**Inspection Time: 28 minutes**

**Total Time: 28 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: 10/19/2022 11:14

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Representative Signature:

Signature of: Juan salcido on 10/19/2022 11:19



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# State of Iowa

Alcoholic Beverages Division

## Applicant

NAME OF LEGAL ENTITY

J &amp; A Tap Inc

NAME OF BUSINESS(DBA)

J &amp; A Tap

BUSINESS

(319) 626-3033

ADDRESS OF PREMISES

440 N Dubuque Street

PREMISES SUITE/APT NUMBER

CITY

North Liberty

COUNTY

Johnson

ZIP

52317

MAILING ADDRESS

440 N Dubuque St

CITY

North Liberty

STATE

Iowa

ZIP

52317

## Contact Person

NAME

John Hruby

PHONE

(319) 631-4000

EMAIL

lynnaf22@yahoo.com

## License Information

LICENSE NUMBER

LC0036492

LICENSE/PERMIT TYPE

Class C Liquor License

TERM

12 Month

STATUS

Submitted  
to Local  
Authority

TENTATIVE EFFECTIVE DATE

Nov 1, 2022

TENTATIVE EXPIRATION DATE

Oct 31, 2023

LAST DAY OF BUSINESS

SUB-PERMITS

Class C Liquor License





# State of Iowa

Alcoholic Beverages Division

## PRIVILEGES

Catering, Outdoor Service, Sunday Service

## Status of Business

### BUSINESS TYPE

Privately Held Corporation

## Ownership

### • Individual Owners

| NAME              | CITY          | STATE | ZIP   | POSITION | % OF OWNERSHIP | U.S. CITIZEN |
|-------------------|---------------|-------|-------|----------|----------------|--------------|
| John Hruby        | North Liberty | Iowa  | 52317 | Owner    | 50.00          | Yes          |
| Amanda Lynn-Hruby | North Liberty | Iowa  | 52317 | Owner    | 50.00          | Yes          |

## Insurance Company Information

### INSURANCE COMPANY

Illinois Casualty Co

### POLICY EFFECTIVE DATE

Nov 1, 2022

### POLICY EXPIRATION DATE

Oct 31, 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

October 5, 2022

Liquor License Check

Business: J&A Tap  
440 N. Dubuque Street  
North Liberty, IA 52317

|         |              |             |
|---------|--------------|-------------|
| Owners: | John Hruby   | (DOB: 1967) |
|         | Amanda Hruby | (DOB: 1962) |

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

Alcoholic Beverages Division

## Applicant

|                      |                                      |                |         |       |
|----------------------|--------------------------------------|----------------|---------|-------|
| NAME OF LEGAL ENTITY | NAME OF BUSINESS(DBA)                | BUSINESS       |         |       |
| CGR LLC              | Rusciano's authentic taste of Napoli | (319) 665-2761 |         |       |
| ADDRESS OF PREMISES  | PREMISES SUITE/APT NUMBER            | CITY           | COUNTY  | ZIP   |
| 710 Pacha parkway #5 |                                      | North Liberty  | Johnson | 52317 |
| MAILING ADDRESS      | CITY                                 | STATE          | ZIP     |       |
| 710 Pacha parkway #5 | North Liberty                        | Iowa           | 52317   |       |

## Contact Person

|              |                |                      |
|--------------|----------------|----------------------|
| NAME         | PHONE          | EMAIL                |
| Carol Gorney | (563) 357-2924 | cgrllc2016@gmail.com |

## License Information

|                |                                |          |                              |
|----------------|--------------------------------|----------|------------------------------|
| LICENSE NUMBER | LICENSE/PERMIT TYPE            | TERM     | STATUS                       |
| BW0095672      | Special Class C Liquor License | 12 Month | Submitted to Local Authority |

|                          |                           |                      |
|--------------------------|---------------------------|----------------------|
| TENTATIVE EFFECTIVE DATE | TENTATIVE EXPIRATION DATE | LAST DAY OF BUSINESS |
| Oct 23, 2022             | Oct 22, 2023              |                      |

|                                |
|--------------------------------|
| SUB-PERMITS                    |
| Special Class C Liquor License |



# State of Iowa

Alcoholic Beverages Division

## PRIVILEGES

Outdoor Service, Sunday Service

## Status of Business

### BUSINESS TYPE

Limited Liability Company

## Ownership

### • Individual Owners

| NAME             | CITY      | STATE | ZIP   | POSITION    | % OF OWNERSHIP | U.S. CITIZEN |
|------------------|-----------|-------|-------|-------------|----------------|--------------|
| Carol Gorney     | iowa city | iowa  | 52240 | manager     | 45.00          | Yes          |
| Gennaro Rusciano | iowa City | iowa  | 52240 | owner/ chef | 55.00          | No           |

## Insurance Company Information

### INSURANCE COMPANY

Illinois Casualty Co

### POLICY EFFECTIVE DATE

Oct 23, 2022

### POLICY EXPIRATION DATE

Oct 22, 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

October 5, 2022

Liquor License Check

Business: Rusciano's Authentic Taste of Napoli  
710 Pacha Parkway Suite 5  
North Liberty, IA 52317

Owners: Carol Gorney (DOB: 1963)  
Gennaro Rusciano (DOB: 1982)

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.





# North Liberty Fire Department

Occupancy: **Rusciano's Authentic Taste of Napoli**

Occupancy ID: **995222**

Address: **710 Pacha PKY Apt/Suite #5  
North Liberty IA 52317**

Inspection Type: **Liquor License Inspection**

Inspection Date: **10/19/2022**

By: **Hardin, Bryan E (01-1022)**

Time In: **10:25**

Time Out: **10:56**

Authorized Date: **10/19/2022**

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:

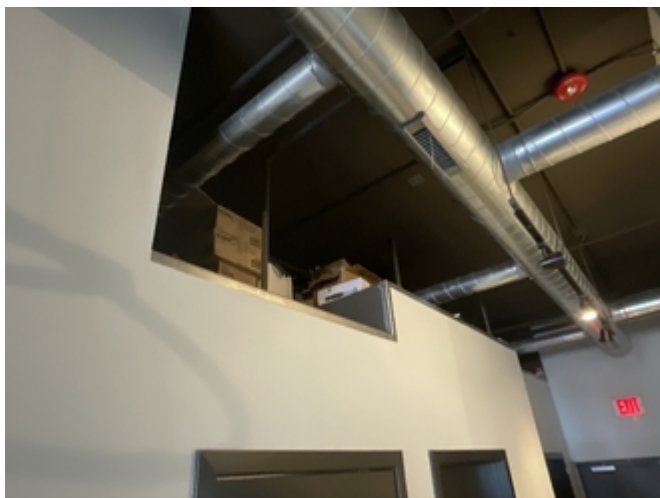
### Combustible, General & Outside Storage

Proper Ceiling Clearance - 18"/24"

315.3.1 Ceiling clearance. Storage shall be maintained 2 feet or more below the ceiling in non-sprinklered areas of buildings or not less than 18 inches below sprinkler head deflectors in sprinklered areas of buildings.

**Status:** **FAIL**

**Notes:** **Maintain at least 18" of clearance from top of storage to the sprinkler heads.**



## Additional Time Spent on Inspection:

| Category                                  | Start Date / Time | End Date / Time |
|-------------------------------------------|-------------------|-----------------|
| <b>Notes:</b> No Additional time recorded |                   |                 |

**Total Additional Time: 0 minutes**

**Inspection Time: 31 minutes**

**Total Time: 31 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: 10/19/2022 10:49

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Representative Signature:

Signature of: Gennaro Rusciano on 10/19/2022 10:55



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# State of Iowa

Alcoholic Beverages Division

## Applicant

|                            |                           |                |         |       |
|----------------------------|---------------------------|----------------|---------|-------|
| NAME OF LEGAL ENTITY       | NAME OF BUSINESS(DBA)     | BUSINESS       |         |       |
| ANDALE CANTINA, INC.       | ANDALE CANTINA INC        | (319) 530-7158 |         |       |
| ADDRESS OF PREMISES        | PREMISES SUITE/APT NUMBER | CITY           | COUNTY  | ZIP   |
| 780 Community DriveWickham |                           | North Liberty  | Johnson | 52317 |
| MAILING ADDRESS            | CITY                      | STATE          | ZIP     |       |
| 780 Community DriveWickham | North Liberty             | Iowa           | 52317   |       |

## Contact Person

|                |                |                       |
|----------------|----------------|-----------------------|
| NAME           | PHONE          | EMAIL                 |
| EMILIO ESTRADA | (319) 530-7158 | emilioiowa@icloud.com |

## License Information

|                          |                           |                      |                              |
|--------------------------|---------------------------|----------------------|------------------------------|
| LICENSE NUMBER           | LICENSE/PERMIT TYPE       | TERM                 | STATUS                       |
|                          | Class C Liquor License    | 12 Month             | Submitted to Local Authority |
| TENTATIVE EFFECTIVE DATE | TENTATIVE EXPIRATION DATE | LAST DAY OF BUSINESS |                              |
| Sep 27, 2022             | Sep 26, 2023              |                      |                              |
| SUB-PERMITS              |                           |                      |                              |
| Class C Liquor License   |                           |                      |                              |





# State of Iowa

Alcoholic Beverages Division

## PRIVILEGES

Sunday Service

## Status of Business

### BUSINESS TYPE

Privately Held Corporation

## Ownership

### • Individual Owners

| NAME           | CITY          | STATE | ZIP   | POSITION  | % OF OWNERSHIP | U.S. CITIZEN |
|----------------|---------------|-------|-------|-----------|----------------|--------------|
| EMILIO ESTRADA | North Liberty | Iowa  | 52317 | PRESIDENT | 50.00          | Yes          |
| sari estrada   | North Liberty | Iowa  | 52317 | secretary | 50.00          | Yes          |

## Insurance Company Information

### INSURANCE COMPANY

United Fire & Casualty Company

### POLICY EFFECTIVE DATE

Sep 27, 2022

### POLICY EXPIRATION DATE

Sep 27, 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: Andale Cantina  
780 Community Dr Ste 1  
North Liberty, IA 52317

Owners: Emilio Estrada (DOB: 05/1977)  
Sara Estrada (DOB: 03/1979)

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.



Change Order No. 3

|                                         |                                 |
|-----------------------------------------|---------------------------------|
| Date of Issuance:                       | Effective Date: 10/25/22        |
| 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: -                |


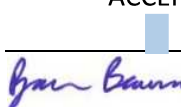

The Contract is modified as follows upon execution of this Change Order:

**Description:**

- As described in ITC 19 and 20, unsuitable subgrade material was encountered and required overexcavation and geogrid. The installation of geogrid was extra work based on a previously agreed upon unit cost. An abandoned steel pipe also required removal, **1 LS at \$5,309.00**

Attachments: *AACI COR 08*

| CHANGE IN CONTRACT PRICE                                                    | CHANGE IN CONTRACT TIMES                                                                                                                              |
|-----------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| Original Contract Price:<br><br>\$ 2,341,680.00                             | Original Contract Times:<br>Substantial Completion: <u>120 Working Days</u><br>Ready for Final Payment: <u>20 Working Days</u>                        |
| Increase from previously approved Change Order No.:(n/a)<br><br>\$62,792.93 | Increase from previously approved Change Orders:<br><br>Substantial Completion: <u>N/A</u><br>Ready for Final Payment: _____                          |
| Contract Price prior to this Change Order:<br><br>\$2,404,472.93            | Contract Times prior to this Change Order:<br>Substantial Completion: <u>120 Working Days</u><br>Ready for Final Payment: <u>20 Working Days</u>      |
| Increase of this Change Order:<br><br>\$5,309.00                            | Increase of this Change Order:<br>Substantial Completion: <u>0</u><br>Ready for Final Payment: <u>0</u>                                               |
| Contract Price incorporating this Change Order:<br><br>\$2,409,781.93       | Contract Times with all approved Change Orders:<br>Substantial Completion: <u>120 Working Days</u><br>Ready for Final Payment: <u>20 Working Days</u> |

|                                                                                         |                                     |                  |                                                                                           |                                                                                           |                                                |
|-----------------------------------------------------------------------------------------|-------------------------------------|------------------|-------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|------------------------------------------------|
| <b>RECOMMENDED:</b>                                                                     |                                     | <b>ACCEPTED:</b> |                                                                                           | <b>ACCEPTED:</b>                                                                          |                                                |
| By:  | By: _____                           | By: _____        | By:  | By:  | Digitally signed by Ryan Bowers (ec signature) |
| Title: Project Engineer                                                                 | Title: Owner (Authorized Signature) | Title: _____     | Title: _____                                                                              | Title: _____                                                                              | Date: 2022.10.18                               |
| Date: 10/18/22                                                                          | Date: _____                         | Date: _____      | Date: _____                                                                               | Date: _____                                                                               | 14:49:14-05'00'                                |

# PAYMENT APPLICATION

Page 1

|       |                                                                                           |                            |                                                                                           |                   |            |                                     |                                |
|-------|-------------------------------------------------------------------------------------------|----------------------------|-------------------------------------------------------------------------------------------|-------------------|------------|-------------------------------------|--------------------------------|
| TO:   | City of North Liberty, Iowa<br>3 Quail Creek Circle<br>North Liberty, Iowa 52317<br>Attn: | PROJECT NAME AND LOCATION: | Dubuque St. Phase 1--N.Liberty<br>Dubuque Street Phase 1<br><br>North Liberty, Iowa 52317 | APPLICATION #     | 7          | Distribution to:                    | <input type="checkbox"/> OWNER |
| FROM: | All American Concrete, Inc.<br>1489 Highway 6<br>West Liberty, IA. 52776                  | ARCHITECT:                 | Shive Hattery, Inc.<br>2839 Northgate Drive<br>Iowa City, Iowa 52245                      | PERIOD THRU:      | 10/17/2022 | <input type="checkbox"/> ARCHITECT  |                                |
| FOR:  | Dubuque St. Phase 1                                                                       |                            |                                                                                           | PROJECT #s:       |            | <input type="checkbox"/> CONTRACTOR |                                |
|       |                                                                                           |                            |                                                                                           | DATE OF CONTRACT: | 01/27/2022 | <input type="checkbox"/>            |                                |

## 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                                              | \$60,520.93         |
| 3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)                                | \$2,402,200.93      |
| 4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)            | \$2,001,367.55      |
| 5. RETAINAGE:                                                            |                     |
| a. 5.00% of Completed Work (Columns D + E on Continuation Page)          | \$98,345.79         |
| b. 5.00% of Material Stored (Column F on Continuation Page)              | \$1,722.59          |
| Total Retainage (Line 5a + 5b or Column I on Continuation Page)          | \$100,068.38        |
| 6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total) | \$1,901,299.17      |
| 7. LESS PREVIOUS PAYMENT APPLICATIONS                                    | \$1,539,232.84      |
| 8. PAYMENT DUE                                                           | <b>\$362,066.33</b> |
| 9. BALANCE TO COMPLETION (Line 3 minus Line 6)                           | \$500,901.76        |

| SUMMARY OF CHANGE ORDERS                  | ADDITIONS   | DEDUCTIONS |
|-------------------------------------------|-------------|------------|
| Total changes approved in previous months | \$55,211.93 | \$0.00     |
| Total approved this month                 | \$5,309.00  | \$0.00     |
| TOTALS                                    | \$60,520.93 | \$0.00     |
| NET CHANGES                               | \$60,520.93 |            |

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*  
Jodi Simon

Date:

10-18-22

State of:

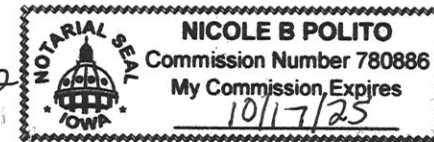
Iowa

County of:

Muscatine

Subscribed and sworn to before

me this 18<sup>th</sup> day of October 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..... **\$362,066.33**

(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]*

By:

Date:

10/18/2022

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.

**CHANGE ORDER**  
For Local Public Agency Projects

No.: 13

Non-Substantial: ☒

Substantial: ☐

Administering Office  
Concurrence Date

Accounting ID No. (5-digit number):37719

Project Number: STP-U-5557(622)--70-52

Contract Work Type: PCC Pavement - Grade & Replace

Local Public Agency: City of North Liberty

Contractor: Peterson Contractors Inc.

Date Prepared: September 19, 2022

You are hereby authorized to make the following changes to the contract documents.

A - Description of change to be made:

0010 - "CLEARING AND GRUBBING."

INCREASE the contract quantity from 737.00 UNIT to 815.40 UNIT (+78.40 UNIT) to match measured quantity.

0060 - "TOPSOIL, STRIP, SALVAGE AND SPREAD."

INCREASE the contract quantity from 5,335.00 CY to 6,054.00 CY (+719.00 CY) to correct an identified error in the bid plan quantity and to account for field adjustments.

0190 - "PORTLAND CEMENT CONCRETE OVERLAY, PLACEMENT ONLY (BONDED)."

DECREASE contract quantity from 177.00 SY to 164.25 SY (-12.75 SY) to reflect field conditions and match measured quantity.

0620 - "REMOVAL OF PAVEMENT."

INCREASE the contract quantity from 16,606.00 SY to 16,607.58 SY (+1.58 SY) to reflect measured temporary pavement removal beyond estimated quantity at STA 95+00 LT.

0640 - "RECREATIONAL TRAIL, PCC, 6 IN."

DECREASE contract quantity from 4,340.00 SY to 4,298.00 SY (-42.00 SY) to correct an identified error in the bid plan quantity.

0670 - "SIDEWALK, PCC, 5 IN."

INCREASE the contract quantity from 1,707.76 SY to 1,710.19 SY (+2.43 SY) to account for field adjustments at STA 95+45 LT.

1400 - "PCC BANDING, 8 IN. THICK."

INCREASE the contract quantity from 392.00 SY to 434.00 SY (+42.00 SY) to correct an identified error in the bid plan quantity.

1450 - "NATIVE GRASS SEEDING."

INCREASE the contract quantity from 1.30 AC to 1.47 AC (+0.17 AC) to account for plan adjustments to seed limits.

8041 - ADD an item for "SEEDBED PREPARATION, WEED REMOVAL AND DISPOSAL" (2599-9999010).

Work consists of tilling up all weeds and vegetative growth in the areas to receive final restoration (permanent urban and native seeding), stockpiling the material and hauling off-site. Method of Measurement: Item will not be measured separately for payment. Basis of Payment: Lump Sum. This payment is full compensation for all labor, equipment and materials necessary to satisfactorily till and remove all weeds and vegetative growth from the permanent restoration areas.

B - Reason for change:

0010 - Adjust quantity to match additional measured quantity.

0060 - Adjust quantity to correct error in the original topsoil limits used for the original plan quantity and to account for field adjustments.

0190 - Adjust quantity to reflect field conditions (precast culvert fillets are narrower than the width used to calculate plan quantity) and match measured quantity.

0620 - Adjust quantity to account for measured removal beyond estimated quantity at STA 95+00 LT (temporary pavement for winter lane opening).

0640 - Adjust quantity to correct an identified error in the bid plan quantity (ramps and landings at Quail Creek Plaza driveway to be paid as 8" PCC Banding per plans and specs).

0670 - Adjust quantity to account for field adjustments at STA 95+45 LT (sidewalk connection to old Casey's driveway at Zeller St).

1400 - Adjust quantity to correct an identified error in the bid plan quantity (ramps and landings at Quail Creek Plaza driveway to be paid as 8" PCC Banding per plans and specs).

1450 - Adjust quantity to account for plan adjustments issued for the native seed limits.

8041 - Owner requested all temporary vegetative growth be removed prior to final restoration work (instead of mowing and seeding over the vegetation as allowed by Standard Specification 2601.03,B.,4.).

C - Settlement for cost(s) of change as follows with items addressed in Sections F and/or G:

0010 - Contract Unit Price  
0060 - Contract Unit Price  
0190 - Contract Unit Price  
0620 - Contract Unit Price  
0640 - Contract Unit Price  
0670 - Contract Unit Price  
1400 - Contract Unit Price  
1450 - Contract Unit Price  
8041 - Agreed Lump Sum

D - Justification for cost(s) (See I.M. 6.000, Attachment D, Chapter 2.36, for acceptable justification):

8041 - An agreed upon lump sum price for the work was established. Cost is considered reasonable based on estimated labor, materials and equipment anticipated to complete the work. The cost includes 10% prime contractor markup per Standard Specification 1109.03,B.,3.

E - Contract time adjustment: ☒ No Working Days added ☐ Working Days added: \_\_\_\_\_ ☐ Unknown at this time  
Justification for selection:

F - Items included in contract:

| Participating |           |             |                                                              | For deductions enter as<br>"-x.xx" |                  |               |
|---------------|-----------|-------------|--------------------------------------------------------------|------------------------------------|------------------|---------------|
| Federal-aid   | State-aid | Line Number | Item Description                                             | Unit Price<br>.xx                  | Quantity<br>.xxx | Amount<br>.xx |
| X             |           | 0010        | CLEARING AND GRUBBING                                        | \$85.00                            | 78.400           | \$6,664.00    |
| X             |           | 0060        | TOPSOIL, STRIP, SALVAGE AND SPREAD                           | \$8.55                             | 719.000          | \$6,147.45    |
| X             |           | 0190        | PORTLAND CEMENT CONCRETE OVERLAY,<br>PLACEMENT ONLY (BONDED) | \$10.00                            | -12.750          | -\$127.50     |
| X             |           | 0620        | REMOVAL OF PAVEMENT                                          | \$6.15                             | 1.580            | \$9.72        |
| X             |           | 0640        | RECREATIONAL TRAIL, PORTLAND CEMENT<br>CONCRETE, 6 IN.       | \$40.00                            | -42.000          | -\$1,680.00   |
| X             |           | 0670        | SIDEWALK, P.C. CONCRETE, 5 IN.                               | \$55.00                            | 2.430            | \$133.65      |
| X             |           | 1400        | PCC BANDING, 8 IN. THICK                                     | \$70.50                            | 42.000           | \$2,961.00    |
| X             |           | 1450        | NATIVE GRASS SEEDING                                         | \$900.00                           | 0.170            | \$153.00      |
|               |           |             |                                                              |                                    |                  |               |
|               |           |             |                                                              |                                    |                  |               |
|               |           |             |                                                              | Add Row                            | Delete Row       | TOTAL         |
|               |           |             |                                                              |                                    |                  | \$14,261.32   |

G - Items not included in contract:

| Participating |           |               |              |                                                      | For deductions enter as<br>"-x.xx" |                  |               |
|---------------|-----------|---------------|--------------|------------------------------------------------------|------------------------------------|------------------|---------------|
| Federal-aid   | State-aid | Change Number | Item Number  | Item Description                                     | Unit Price<br>.xx                  | Quantity<br>.xxx | Amount<br>.xx |
|               |           | 8041          | 2599-9999010 | SEEDBED PREPARATION,<br>WEED REMOVAL AND<br>DISPOSAL | \$1.00                             | 4,840.000        | \$4,840.00    |
|               |           |               |              |                                                      |                                    |                  |               |
|               |           |               |              |                                                      |                                    |                  |               |
|               |           |               |              | Add Row                                              | Delete Row                         | TOTAL            | \$4,840.00    |

H. Signatures

Signatures will be applied through DocExpress.



# APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE 1 OF 5 PAGES

|             |                                                                                           |               |                                                                      |                 |                        |                                                                                                                                                                      |
|-------------|-------------------------------------------------------------------------------------------|---------------|----------------------------------------------------------------------|-----------------|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| TO OWNER:   | City of North Liberty<br>3 Quail Creek Circle<br>P.O. Box 77<br>North Liberty, Iowa 52317 | PROJECT:      | Ranshaw Way Phase 5 Improvements<br>STP-U-5557(622)--70-52           | APPLICATION NO: | 23                     | Distribution to:<br><input type="checkbox"/> OWNER<br><input type="checkbox"/> ARCHITECT<br><input type="checkbox"/> CONTRACTOR<br><input type="checkbox"/> ENGINEER |
| FROM        |                                                                                           |               |                                                                      | PERIOD TO:      | 10/1/22                |                                                                                                                                                                      |
| CONTRACTOR: | Peterson Contractors, Inc.<br>104 Blackhawk Street, P.O. Box A<br>Reinbeck, Iowa 50669    | VIA ENGINEER: | Shive-Hattery, Inc.<br>2839 Northgate Drive<br>Iowa City, Iowa 52245 | PROJECT NO.:    | STP-U-5557(622)--70-52 |                                                                                                                                                                      |
|             |                                                                                           |               |                                                                      | CONTRACT ID:    | 52-5557-622            |                                                                                                                                                                      |
|             |                                                                                           |               |                                                                      | LETTING DATE:   | 4/20/21                |                                                                                                                                                                      |

CONTRACT FOR: Ranshaw Way Phase 5 Improvements

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

|                                                      |    |              |
|------------------------------------------------------|----|--------------|
| 1. ORIGINAL CONTRACT SUM                             | \$ | 7,882,878.58 |
| 2. Net Change by Change Orders                       | \$ | 212,871.95   |
| 3. CONTRACT SUM TO DATE                              | \$ | 8,095,750.53 |
| 4. TOTAL COMPLETED & STORED TO DATE                  | \$ | 8,077,460.06 |
| 5. RETAINAGE 3 % of Completed Work & Stored Material | \$ | 30,000.00    |
| 6. TOTAL EARNED LESS RETAINAGE                       | \$ | 8,047,460.06 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT            | \$ | 7,887,999.56 |
| 8. CURRENT PAYMENT DUE                               | \$ | 159,460.50   |

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 48,290.47  
(This amount will decrease, as Change Orders do not yet reflect items deleted or decreased in quantity - see summary sheet for est. final totals)

| CHANGE ORDER SUMMARY                               | ADDITIONS     | DEDUCTIONS    |
|----------------------------------------------------|---------------|---------------|
| Total changes approved in previous months by Owner | \$ 534,565.25 | \$ 340,794.62 |
| Total approved this Month                          | \$ 19,101.32  | -             |
| TOTALS                                             | \$ 553,666.57 | \$ 340,794.62 |
| NET CHANGES by Change Order                        | \$ 212,871.95 | -             |

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

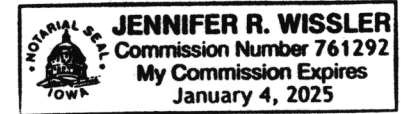
CONTRACTOR: Peterson Contractors, Inc.

By: [Signature] Date: 10/5/22

State of:  
County of:

Subscribed and sworn to before me this 5th day of October, 2022.

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



## ENGINEER'S CERTIFICATE FOR PAYMENT

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

### AMOUNT CERTIFIED

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

ENGINEER:

By: [Signature] Date: 10 / 05 / 22

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

\$ 159,460.50





# **Comprehensive Plan Presentation**



# North Liberty

*connected to tomorrow*

## City Council

October 25, 2022

**RDg...**  
PLANNING • DESIGN



# AGENDA

North Liberty   
*connected to tomorrow*

1. **Connected to Tomorrow process**
2. Engagement to date
3. Planning elements





# Connected to Tomorrow Process

## What is a Comprehensive Plan:

- A **guide** for development policy.
- A **context** for making key land use and public investment decisions.
- A **vision** for the city's future.
- A **tool** to guide city priorities and directions, including capital improvement programming.
- A **strategic** document that is adapted to the specific needs and hopes of the city.

## Versus the 2013 Plan, Connected to Tomorrow...

- Provides more clarity on the future land use map.
- Allows flexibility for more uses and arrangements.
- Coordinates other plans and projects
- Expands growth areas.
- Targets policy recommendations.

## What has been done?



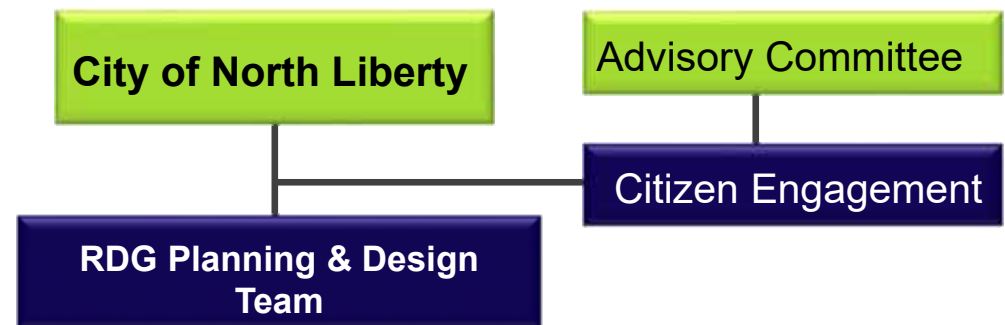
## Advisory Committee

### Committee Members

- Austin Korns
- Barry A'Hearn
- Eva Anderson
- Josey Bathke
- Martha Stoaks
- Mike Bails
- Nick Kaeding
- RaQuishia Harrington
- Richard Grugin

### Staff

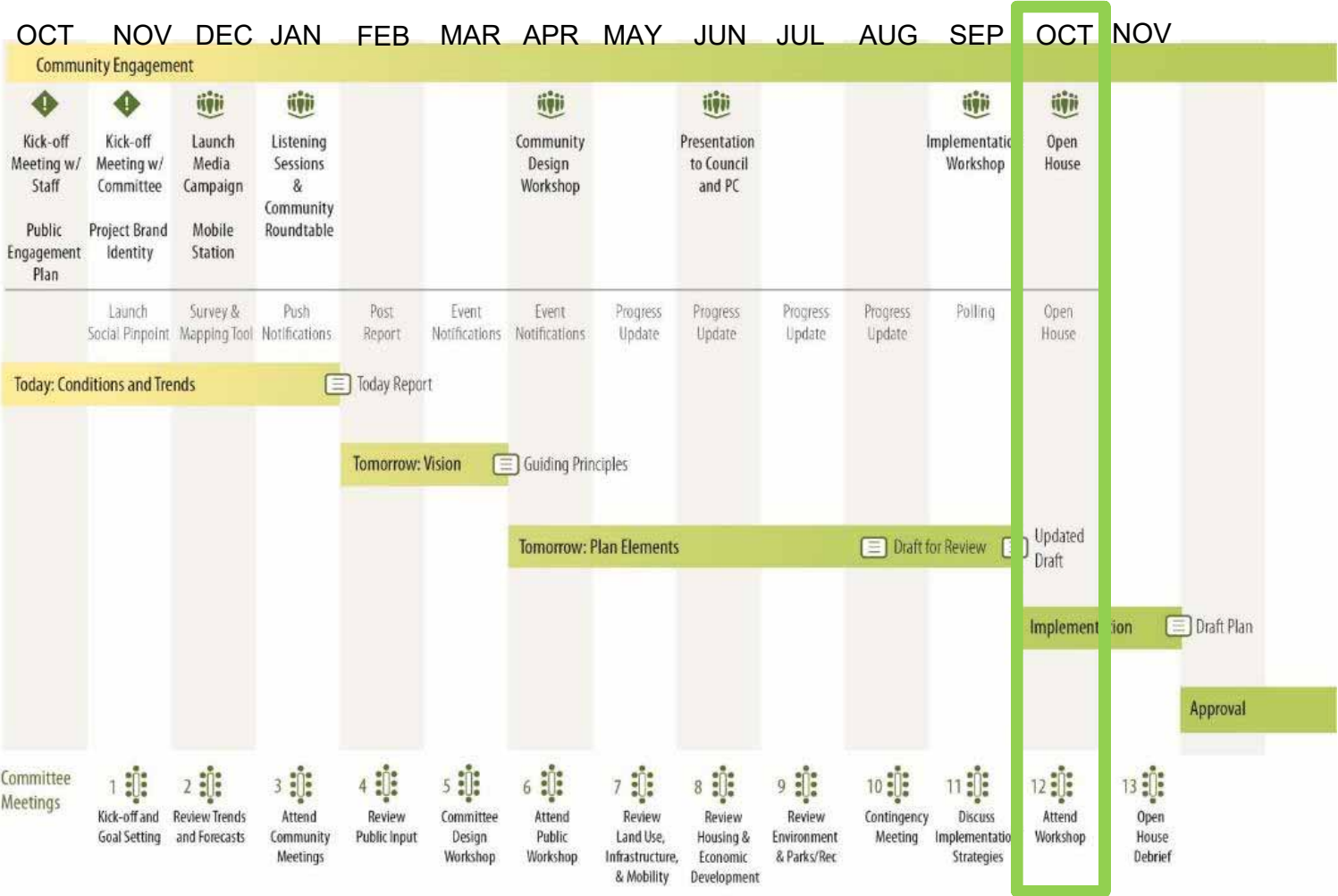
- Ryan Rusnak, Planning Director
- Nick Bergus, Communications Director



# Connected to Tomorrow Process



# Connected to Tomorrow Process





# AGENDA

North Liberty   
*connected to tomorrow*

1. Connected to Tomorrow process
2. **Engagement to date**
3. Planning elements





# Engagement to date

[northlibertyiowa.org/ConnectedToTomorrow](http://northlibertyiowa.org/ConnectedToTomorrow)

North Liberty   
connected to tomorrow



DESIGN WORKSHOP



DESIGN WORKSHOP



DESIGN WORKSHOP



CITY STAFF MEETING



HIGH SCHOOL STUDENTS MEETING



OPEN HOUSE



COMMITTEE MEETING



NEIGHBORHOOD AMBASSADORS MEETING



COMMITTEE MEETING

## PROJECT WEBPAGE



+6,000  
Visits



+2,000  
Unique  
Users

"Connect the trails of creekside common park to the main trail by the railroad. It's annoying to cross private properties to do so."

"North Liberty has a ton of entertainment for kids very little, but not enough spaces/entertainment for them to do as they grow into tweens/teens."

## Engagement to date

[northlibertyiowa.org/ConnectedToTomorrow](http://northlibertyiowa.org/ConnectedToTomorrow)

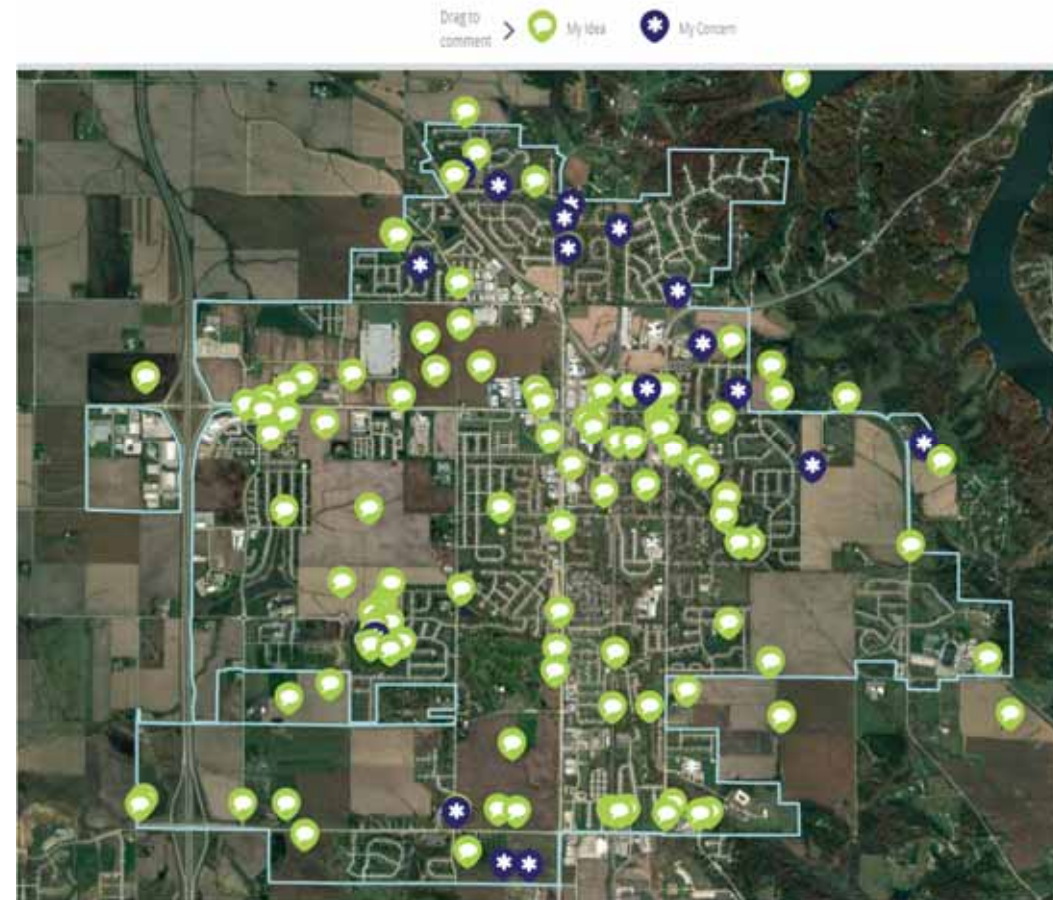
### INTERACTIVE MAP



+200  
Comments

Most comments:

- Park space on north side
- General traffic flow and street connections
- Trail and sidewalk safety, safe routes to school
- Various development related comments – mixed-use, single-family





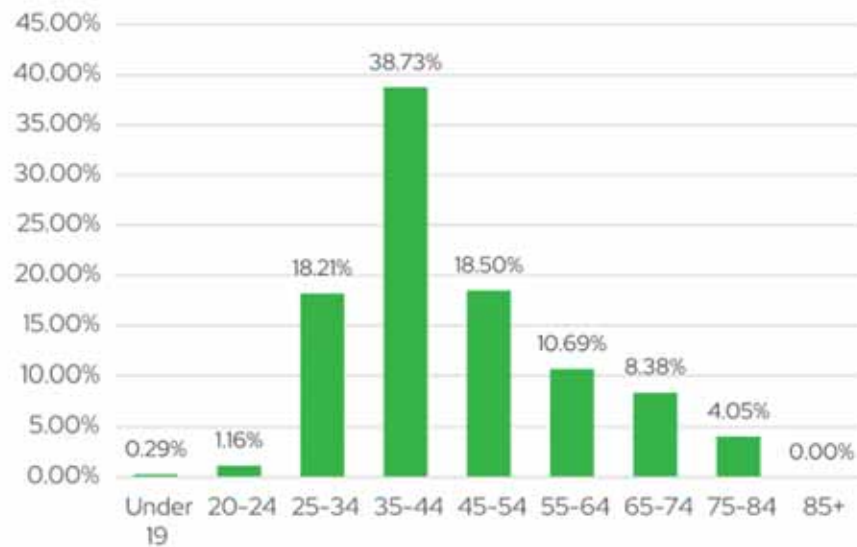
## Engagement to date

[northlibertyiowa.org/ConnectedToTomorrow](http://northlibertyiowa.org/ConnectedToTomorrow)

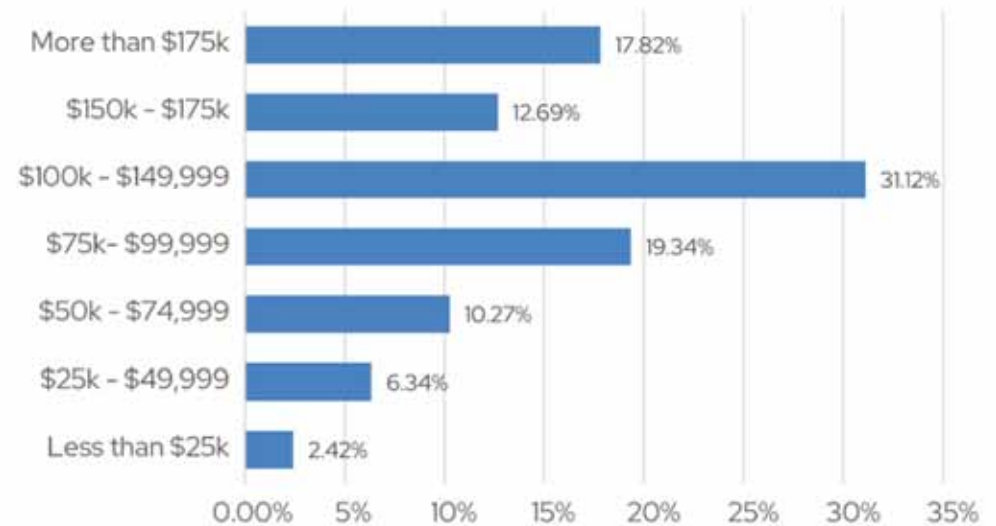
# COMMUNITY SURVEY

 **480** Responses

## Repondents Age



## Repondents Income



## Engagement to date

[northlibertyiowa.org/ConnectedToTomorrow](http://northlibertyiowa.org/ConnectedToTomorrow)

### North Liberty Top 10 Greatest Assets

- ① Family Friendly
- ② Parks and Outdoor Recreation
- ③ Housing Quality
- ④ Housing Affordability
- ⑤ Modern Character
- ⑥ Engaged and Educated Citizenry
- ⑦ Arts and Cultural Attractions, Events
- ⑧ Economy - Employment and Business Community
- ⑨ Community Leadership and Philanthropy
- ⑩ Entrepreneurial and Spirit of Innovation

### Top 10 Community Priority Projects

- ① Grow local businesses
- ② Increase affordable housing
- ③ Expand access to recreational areas
- ④ Strengthen community spaces as destinations
- ⑤ Increase walking and bicycle facilities
- ⑥ Improve infrastructure in older neighborhoods
- ⑦ Attract more diverse industries
- ⑧ Increase regional commercial development
- ⑨ More variety of housing types
- ⑩ Improve stormwater management and flood control programs





# AGENDA

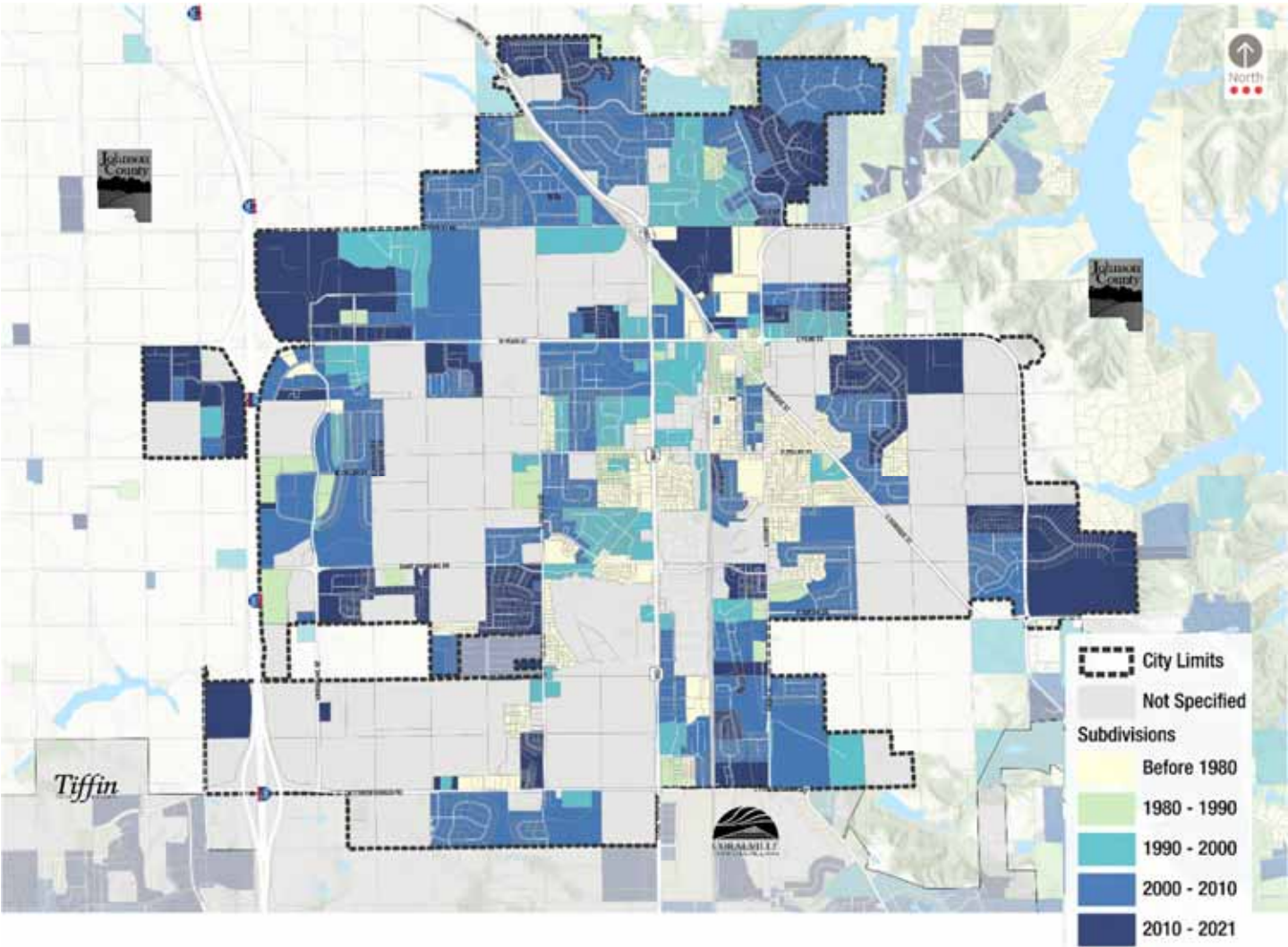
North Liberty   
*connected to tomorrow*

1. Connected to Tomorrow process
2. Engagement to date
3. **Planning elements**

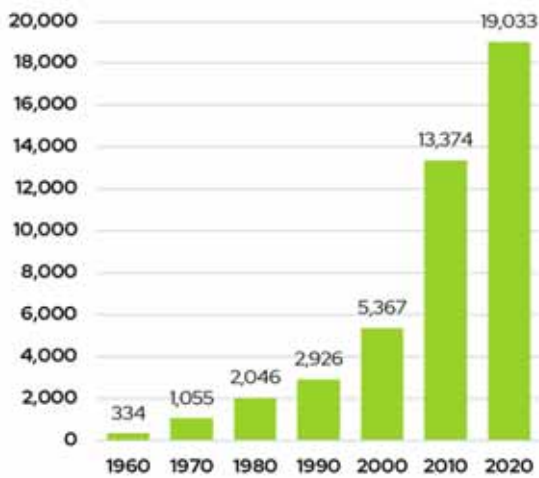




# Planning elements > Growth needs

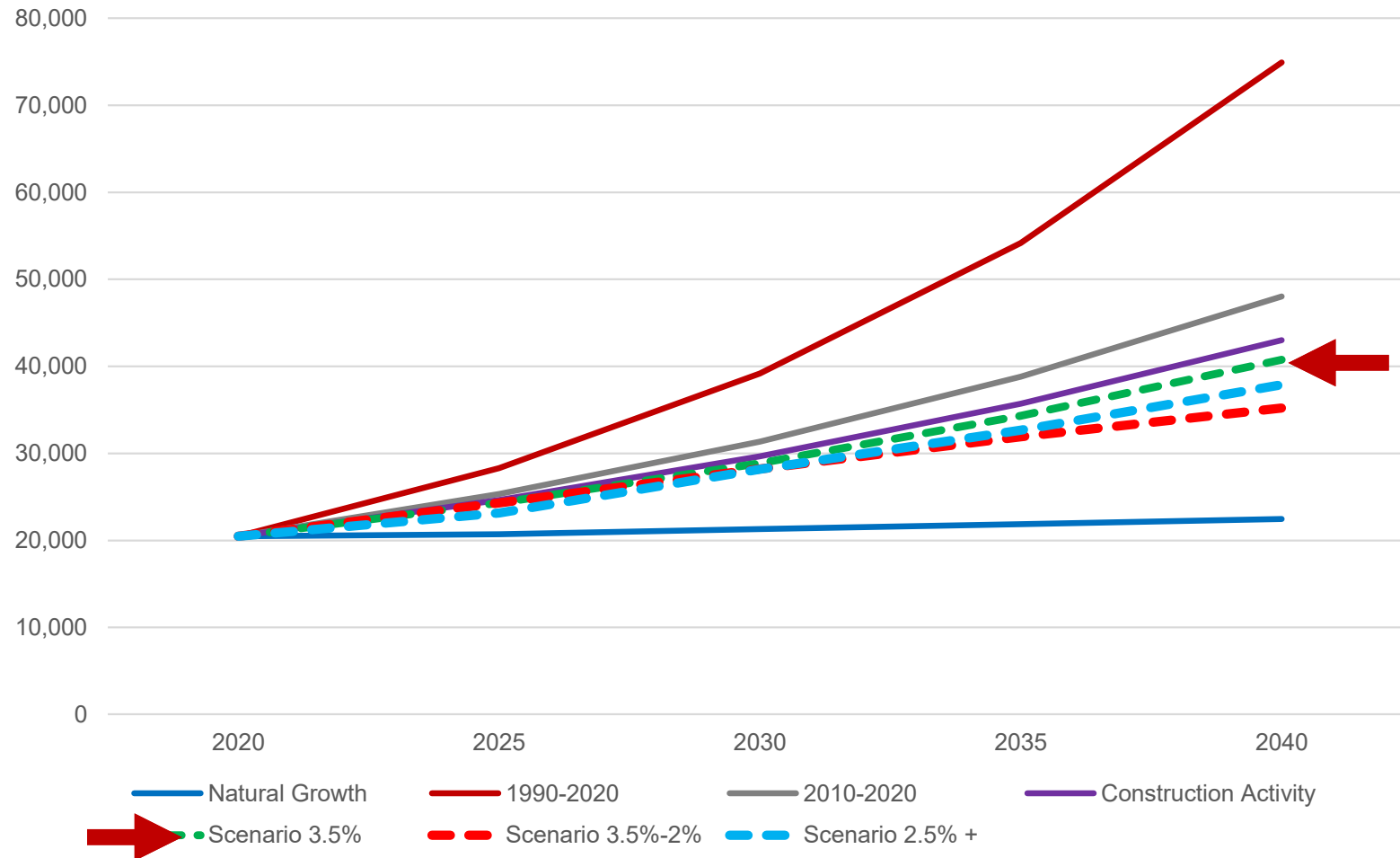


Historical Population Growth



# Planning elements > Growth needs

North Liberty Growth Rate Scenarios



### SUMMARY PLANNING NEEDS at 3.5% annual growth

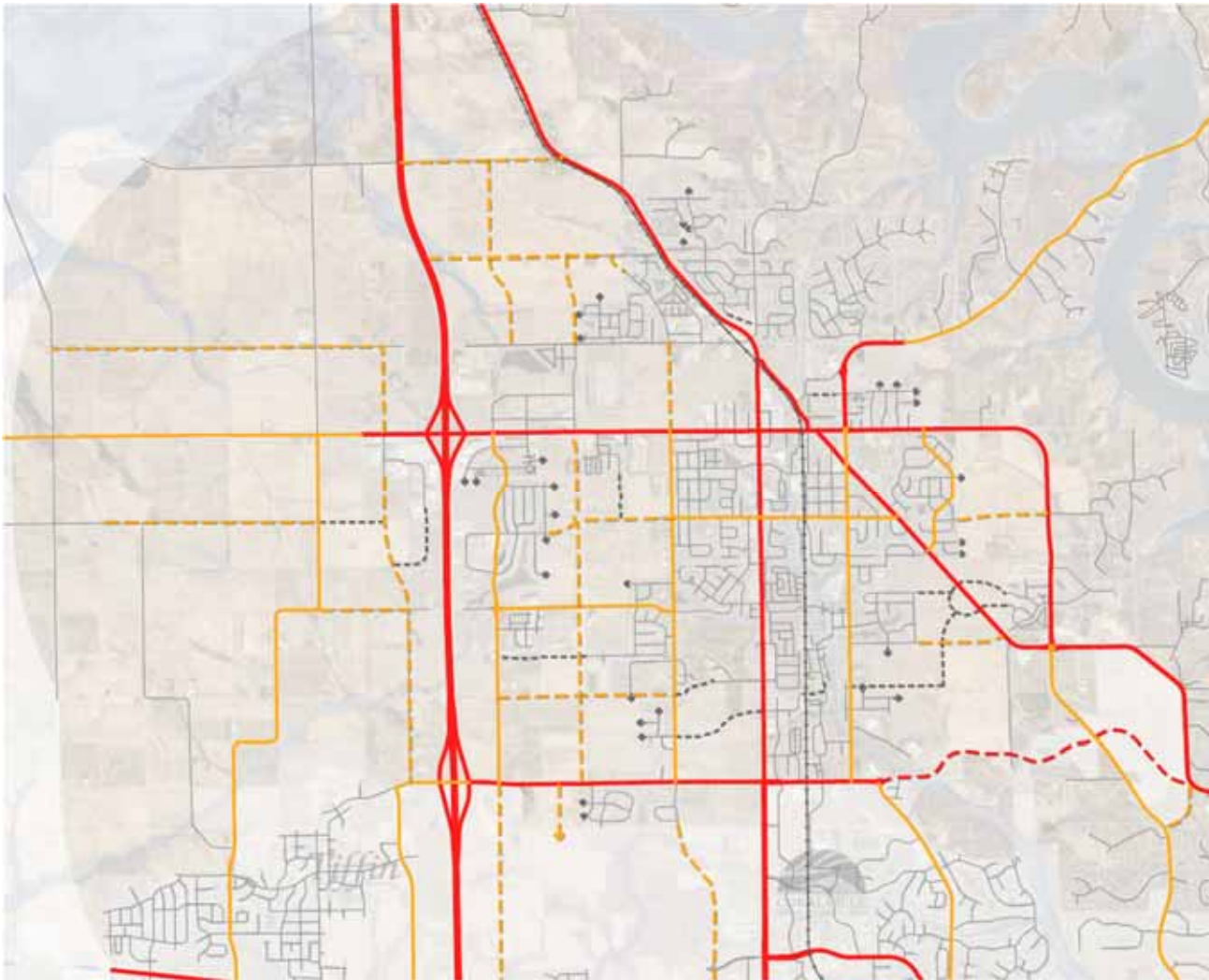
| Land Use    | Scenario      |
|-------------|---------------|
| Residential | ~3,000 acres  |
| Commercial  | 450-500 acres |
| Industrial* | 500-600 acres |
| Parks       | Varies        |

*\*Industrial uses for North Liberty could fall more toward business park type development*





## Planning elements > Transportation Approach



|           | Existing | Proposed |
|-----------|----------|----------|
| Trail     |          |          |
| Local     |          |          |
| Collector |          |          |
| Arterial  |          |          |
| Rail      |          |          |

### The Future Transportation Plan is:

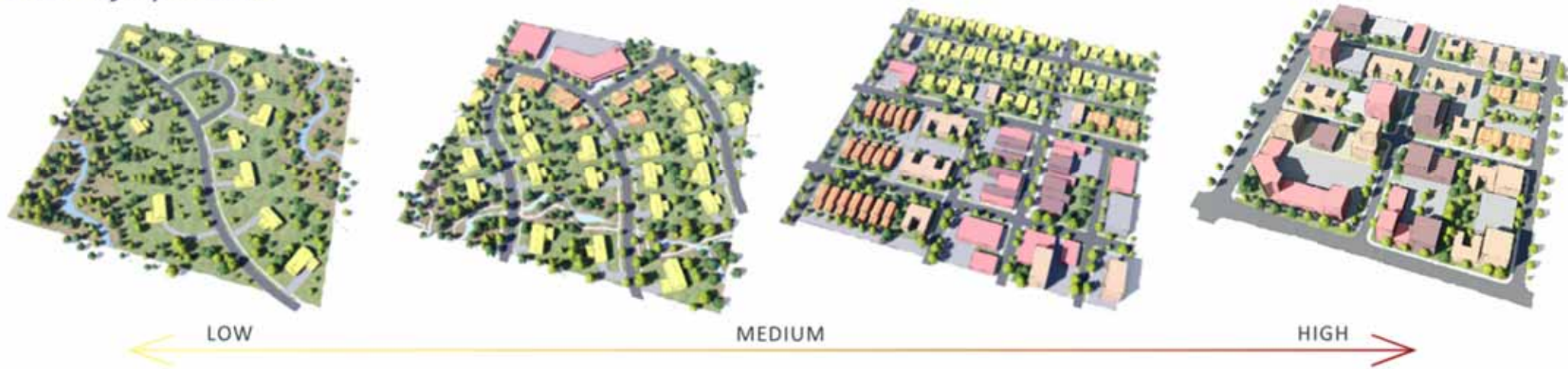
1. **High Level** – Not every needed street is shown
2. **Flexible** – Exact paths may vary; connection points are key
3. **Service Driven** – Reaching destinations via multiple routes or modes



## Planning elements > Future Land Use Approach

A flexible approach – What does this mean?

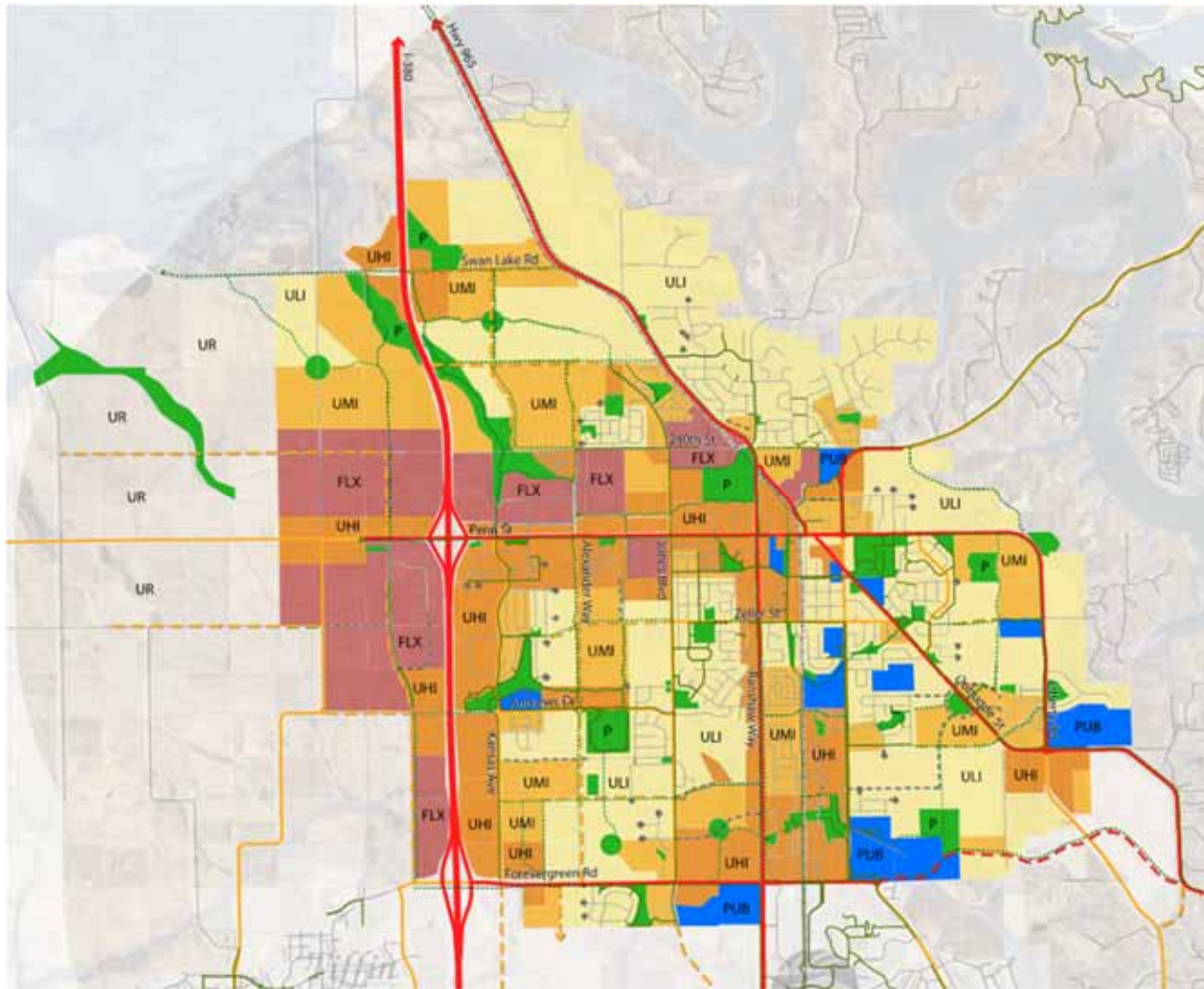
Intensity Spectrum



*Focus on land uses that share common characteristics, such as density, design and types of uses. Allow multiple types of land uses in most instances.*

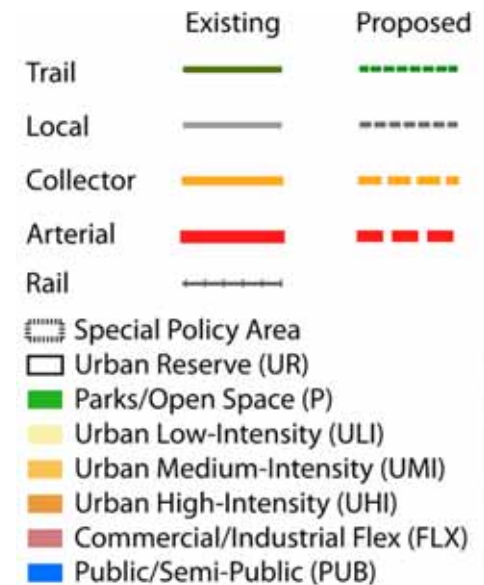


## Planning elements > Future Land Use Approach



### Three Important Points:

1. Property Owners Decide
2. Generalized Map
3. Basis for Land Use Decisions





## Planning elements > Future Land Use Approach

## Common Principles across the land use map:

- Mixed Land Uses
- Environmental Preservation
- Active Mobility
- Commerce Ready

| Traditional Land Uses            | Agriculture (AG) | Urban Reserve (UR) | Urban Low Intensity (ULI) | Urban Medium Intensity (UMI) | Urban High Intensity (UHI) | Commercial/Industrial Flex (FLX) | Public and Semi Public (PUB) | Park and Open Space (P, OS) |
|----------------------------------|------------------|--------------------|---------------------------|------------------------------|----------------------------|----------------------------------|------------------------------|-----------------------------|
| Agriculture                      | ●                | ●                  |                           |                              |                            |                                  |                              | ○                           |
| Rural residential                |                  | ●                  |                           |                              |                            |                                  |                              |                             |
| Low-density residential          |                  |                    | ●                         | ○                            |                            |                                  |                              |                             |
| Medium-density residential       |                  |                    | ●                         | ●                            | ○                          |                                  |                              |                             |
| High-density residential         |                  |                    |                           | ●                            | ●                          | ○                                |                              |                             |
| Rural commercial                 |                  | ●                  |                           |                              |                            |                                  |                              |                             |
| Neighborhood commercial          |                  |                    | ○                         | ●                            | ●                          | ●                                |                              |                             |
| Community commercial             |                  |                    |                           | ○                            | ●                          | ●                                |                              |                             |
| Regional commercial              |                  |                    |                           |                              | ○                          | ●                                |                              |                             |
| Low/medium intensity office      |                  |                    | ○                         | ●                            | ●                          | ●                                |                              |                             |
| High-intensity office            |                  |                    |                           | ○                            | ●                          | ●                                |                              |                             |
| Limited industrial               |                  | ○                  |                           |                              |                            | ●                                |                              |                             |
| Heavy industrial                 |                  |                    |                           |                              |                            | ○                                |                              |                             |
| Parks and civic uses             | ●                | ●                  | ●                         | ●                            | ●                          | ○                                | ●                            | ●                           |
| Major public/civic facilities    |                  |                    |                           |                              | ○                          | ○                                | ●                            | ○                           |
| Residential density range (du/A) | >40              | >40                | 3-8                       | 7-14                         | 14+                        | 14+                              | NA                           | NA                          |

● Permitted     ○ Permitted with special review

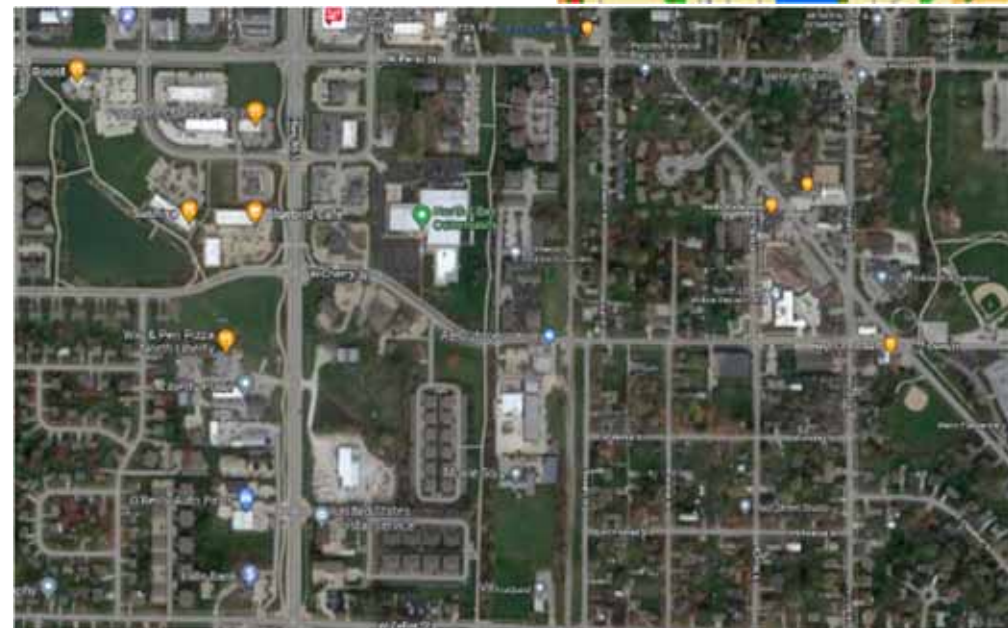
## Planning elements > Special policy areas

---

### ***Cherry Street/Old Town:***

**How should these areas be treated differently than other areas in North Liberty?**

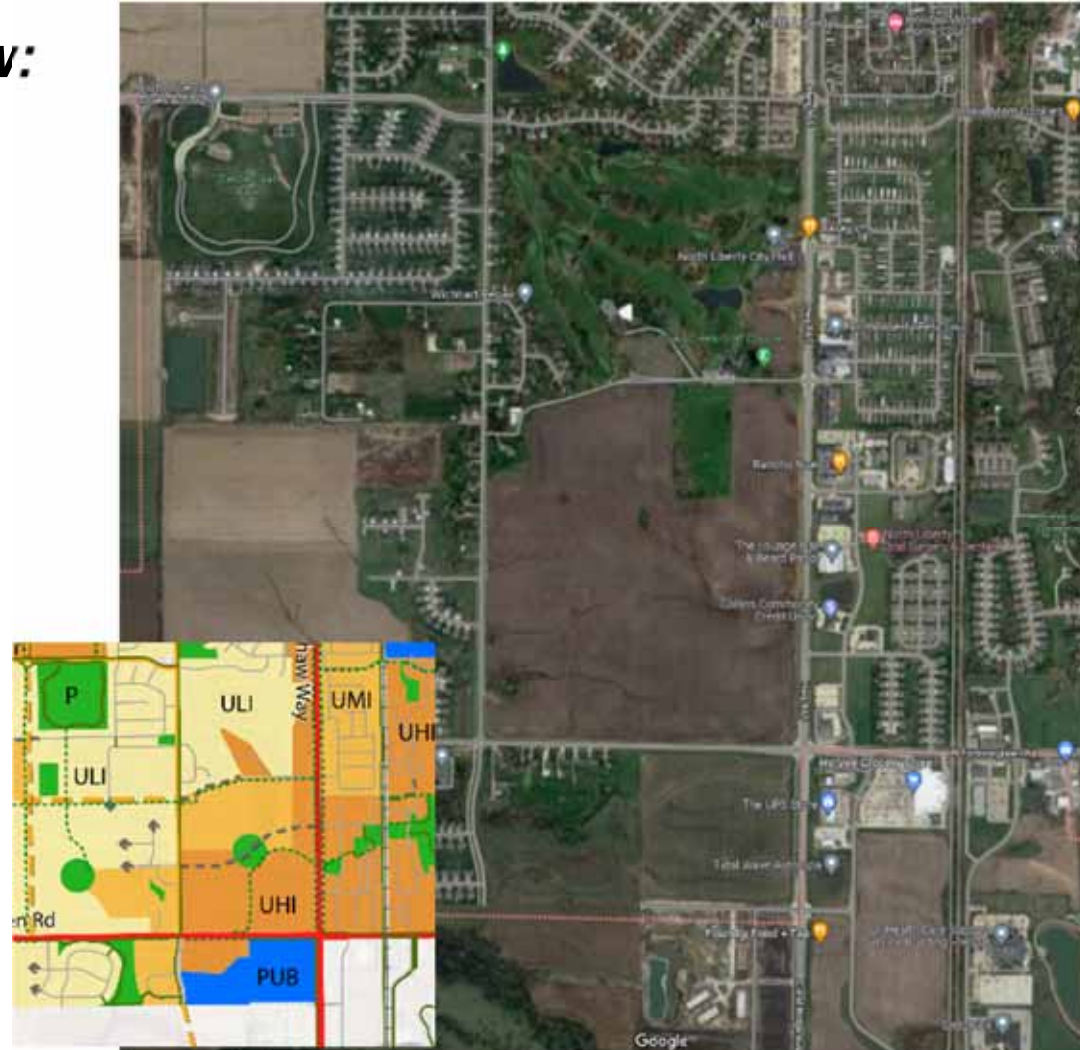
- High concentration of public uses.
- Higher pedestrian activity
- Conserve existing neighborhoods, affordable housing options
- Art, culture, and experiences
- Variety of uses
  - Restaurant
  - Entertainment
  - Recreation
  - Civic
  - Housing



## Planning elements > Special policy areas

***Forevergreen Road and Ranshaw:***  
**How should these areas be treated differently than other areas in North Liberty?**

- A new neighborhood
- Active public spaces near Forevergreen Road
- Community park space
- A mix of commercial services for residents and employees
- Direct trail access and connections



# Planning Elements > Overarching Principles Related to Land Use

---

## Mobility of Tomorrow...

- Establish an **accessible** multi-modal transportation system that will support desirable patterns of community, neighborhood, and economic development.

## An Inclusive Tomorrow...

- Grow by creating neighborhood nodes and hubs of commerce or recreation that provide **diversity** in housing types, demographics, and income levels.

## Spaces and Places for Tomorrow...

- Evoke a **special feeling** of resident pride, visitor interest, and business collaboration in North Liberty

## Our Environment Tomorrow...

- Support natural environmental features while taking measures to **mitigate and adapt** to changing climate.

## Doing Business Tomorrow...

- Support **desirable economic growth** that contributes to the long-term directions of North Liberty

## Supporting Tomorrow...

- A **high-quality experience** for all that live, work, or visit North Liberty that does not decrease as the city grows.

## Realizing Connected to Tomorrow...

- Ensure that all city initiatives, development, and/or redevelopment that occurs in North Liberty is in **accordance with the Comprehensive Plan.**





Learn more, give input!

- [northlibertyiowa.org/connectedtotomorrow](http://northlibertyiowa.org/connectedtotomorrow)







# **Watts Zoning Amendment**



October 4, 2022

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

Re: Request of Kevin Paul Watts for a zoning map amendment (rezoning) from ID Interim Development to RS-4 Single-Unit Residence District on 2.53 acres. The property is located at property located at 3123 West Hauer Drive NE.

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its October 4, 2022 meeting. The Planning Commission took the following action:

**Finding:**

1. The rezoning request from ID Interim Development District to RS-4 Single-Unit Residence District achieves consistency with the approval standards enumerated in Section 165.09 of the Zoning Code.

**Recommendation:**

The Planning Commission accepted the listed finding and forwards the request for zoning map amendment from ID Interim Development District to RS-4 Single-Unit Residence District to the City Council with a recommendation for approval.

The vote for approval was 6-0.

Josey Bathke, Chairperson  
City of North Liberty Planning Commission



To **City of North Liberty Planning Commission**  
From **Ryan Rusnak, AICP**  
Date **September 30, 2022**  
Re **Request of Kevin Paul Watts for a zoning map amendment (rezoning) from ID Interim Development to RS-4 Single-Unit Residence District on 2.53 acres. The property is located at property located at 3123 West Hauer Drive NE.**

---

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

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

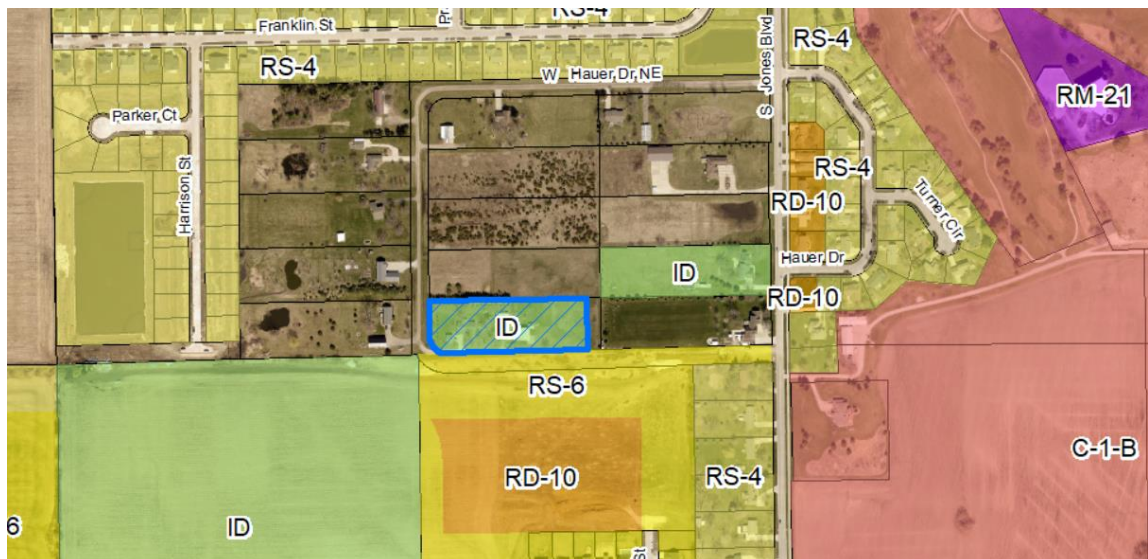
### 1. Request Summary:

The property was recently annexed into the corporate limits of North Liberty. The rezoning request is to facilitate subdivision of the property when Remley Street gets installed in conjunction with the Mickelson development to the south.

### 2. Proposed Zoning:

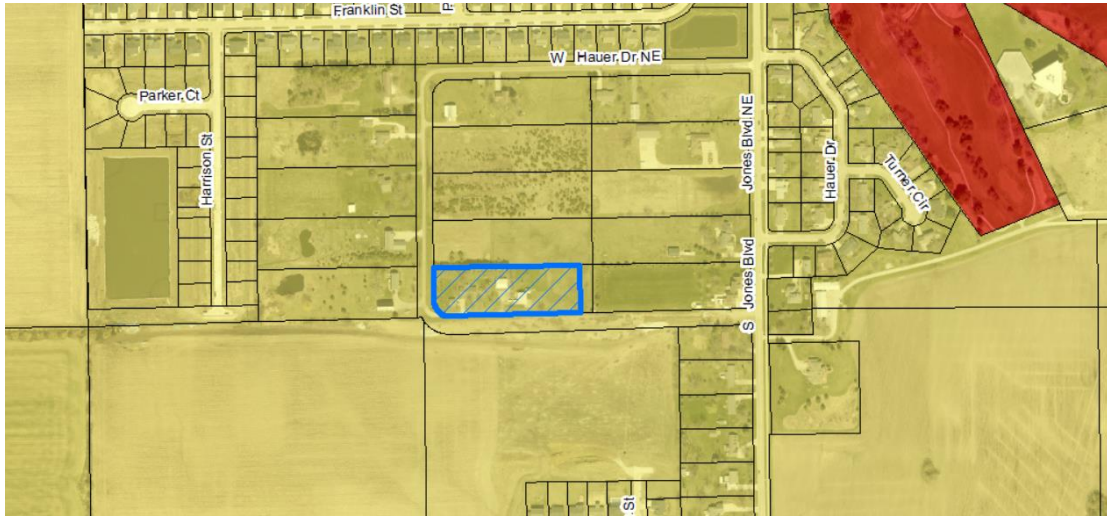
RS-4 Single-Unit Dwelling District

RS-4 Single-Unit Residence District. The RS-4 District is intended to provide and maintain low-density single-unit residential neighborhoods. Limited non-residential uses that are compatible with the surrounding residential neighborhoods may be permitted in the RS-4 District.



### 3. Consistency with Comprehensive Plan:

Land Use Plan designation: Residential.



The North Liberty Comprehensive Plan articulates the following regarding residential uses:

The plan promotes the development of a diversified housing stock that is affordable to a wide range of incomes. Even though general planning goals include limiting residential uses along arterials and in some cases even collector streets, the miles of such frontages within the City make strict adherence to those goals impractical, and landscape buffers, limited access, and smart neighborhood street layouts are utilized to minimize traffic impacts. Higher density residential development is considered to be somewhat of a transitional buffer between office/commercial development and lower density residential neighborhoods, in part because it is practical to locate the greater numbers of residents found in the higher density developments closer to the commercial services they need.

#### **Relevant Comprehensive Plan Policies Related to Land Use:**

- Protect residential neighborhoods from encroachment or intrusion of incompatible higher use types by adequate buffering and separation. This policy is not to be interpreted to imply that new development must match existing development in cost, density, or character; but instead to mean that gross incompatibilities shall be minimized and mitigated where unavoidable.

### 4. Public Input:

A good neighbor meeting was held on September 19, 2022. One person outside of City staff and the applicant attended the virtual meeting. There were no objections expressed at the meeting.

## 5. Approval Standards:

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 and adopted land use policies.*

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

*It is staff's opinion that the proposed zonings would be compatible with adjacent RS-6 zoning.*

(c) The compatibility with established neighborhood character.

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

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

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

(e) The 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.

*This rezoning is necessary in order to be able to subdivide the property.*

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

*This is not applicable.*

## 6. Staff Recommendation:

### Finding:

1. The rezoning request from ID Interim Development District to RS-4 Single-Unit Residence District achieves consistency with the approval standards enumerated in Section 165.09 of the Zoning Code.

### Recommendation:

Staff recommends the Planning Commission accept the listed finding and forward the request for zoning map amendment from ID Interim Development District to RS-4 Single-Unit Residence District to the City Council with a recommendation for approval.

Suggested motion:

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

**Ordinance No. 2022-23**

**AN ORDINANCE AMENDING THE ZONING MAP DISTRICT DESIGNATION FOR CERTAIN PROPERTY LOCATED IN NORTH LIBERTY, IOWA FROM ID INTERIM DEVELOPMENT DISTRICT TO RS-4 SINGLE-UNIT RESIDENCE DISTRICT**

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

**SECTION 1. AMENDMENT.** The Official Zoning Map incorporated in Chapter 168.01(2) of the North Liberty Code of Ordinances is hereby amended by designating the zoning district for 2.53 acres, more or less, as RS-4 Single-Unit Residence District for property located at 3123 W. Hauer Drive NE. The property is more particularly described as follows:

Auditor's Parcel 2022036, in accordance to the plat thereof recorded in Plat Book 65 at Page 333 of the records of the Johnson County Recorder's Office. Located in the Southeast Quarter of the Southeast Quarter of Section 14, Township 80 North, Range 7 West, of the Fifth Principal Meridian, Johnson County, Iowa. Said Auditor's Parcel 2022036 contains 2.53 acres, and is subject to easements and restrictions of record.

**SECTION 2. CONDITIONS IMPOSED.** At the October 4, 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 \_\_\_\_\_.  
Second reading on \_\_\_\_\_.  
Third and final reading on \_\_\_\_\_.

**CITY OF NORTH LIBERTY:**

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

**ATTEST:**

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

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

I certify that the forgoing was published as Ordinance No. 2022-23 in *The Gazette* on the \_\_\_\_ of \_\_\_\_\_, 2022.

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





# **Dahnovan Holdings Zoning Amendment**



October 4, 2022

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

Re: Request of Dahnovan Holdings, LLC for a zoning map amendment (rezoning) from O-RP Office and Research Park District to RM-12 Multi-Unit Residence District on 23.36 acres and to C-3 Higher-Intensity Commercial District on 18.12 acres. The property is located at the west side of North Kansas Avenue approximately 150 feet south of West Lake Road.

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its October 4, 2022 meeting. The Planning Commission took the following action:

**Finding:**

1. The rezoning request from O-RP Office and Research Park to RM-12 Multi-Unit Residence and C-3 Higher-Intensity Commercial District achieves consistency with the approval standards enumerated in Section 165.09 of the Zoning Code.

**Recommendation:**

The Planning Commission accepted the listed finding and forwards the request for zoning map amendment from O-RP Office and Research Park District to RM-12 Multi-Unit Residence District on 23.36 acres and to C-3 Higher-Intensity Commercial District on 18.12 acres to the City Council with a recommendation for approval.

The vote for approval was 6-0.

Josey Bathke, Chairperson  
City of North Liberty Planning Commission



To **City of North Liberty Planning Commission**  
From **Ryan Rusnak, AICP**  
Date **September 30, 2022**  
Re **Request of Dahnovan Holdings, LLC for a zoning map amendment (rezoning) from O-RP Office and Research Park District to RM-12 Multi-Unit Residence District on 23.36 acres and to C-3 Higher-Intensity Commercial District on 18.12 acres. The property is located at the west side of North Kansas Avenue approximately 150 feet south of West Lake Road.**

---

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

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

### **1. Request Summary:**

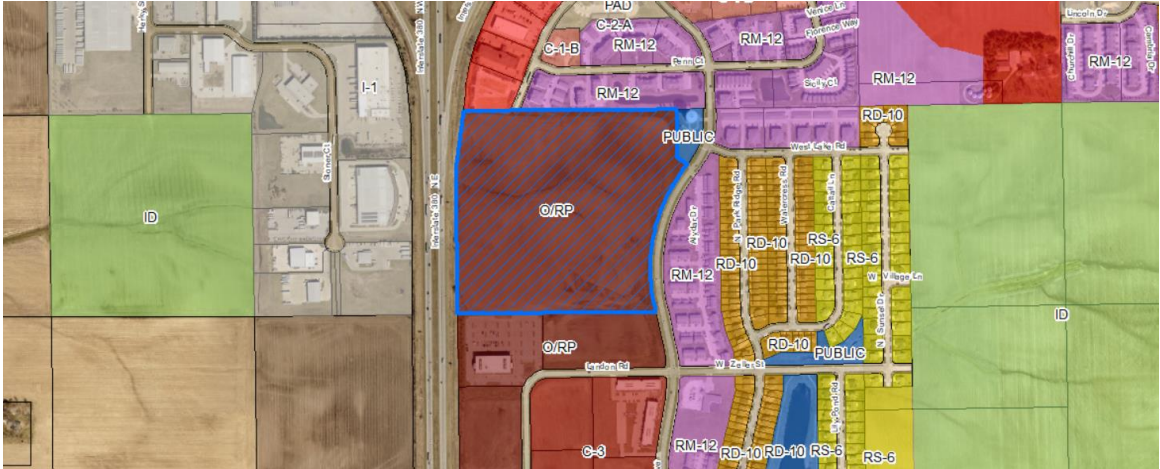
This rezoning request would facilitate development of the property with multi-unit residences and higher-intensity commercial/residential uses.

### **2. Proposed Zoning:**

RM-12 Multi-Unit Residence District and C-3 Higher-Intensity Commercial District.  
RM-12 Multi-Unit Residence District.

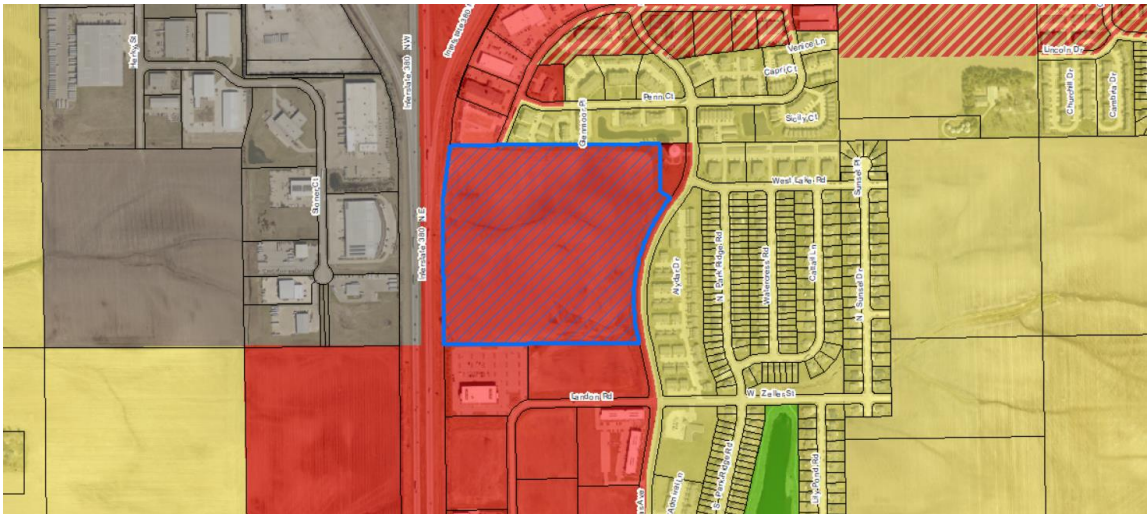
The RM-12 District is intended to provide and maintain medium-density, multiple-unit housing residential neighborhoods. Limited non-residential uses that are compatible with the surrounding residential neighborhoods may be permitted in the RM-12 District.

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



### 3. Consistency with Comprehensive Plan:

Land Use Plan designation: Commercial.



The highest densities of more locally-oriented commercial uses are generally planned along Penn Street and along Highway 965. Interstate-related large scale office and mixed-use developments are planned for the Kansas Avenue corridor, especially between Kansas and I-380 and near the planned Forevergreen Road interchange. High visibility from the I-380 corridor presents an excellent opportunity to introduce high-quality office and commercial uses in this “front door” area that may serve both the external demand associated with the I-380 proximity and access and the internal demand generated by substantial recent and planned residential development in the area.

### **Relevant Comprehensive Plan Policies Related to Land Use:**

- Establish and maintain an advantageous property tax situation and pursue a strengthened and sound tax base through a diversification of land uses, including commercial and industrial development, as well as a variety of residential options.
- Support high density and medium density housing in close proximity to commercial and service centers to provide intensity-of-use buffers for low density residential uses.
- Concentrate higher density, apartment-type housing in proximity to areas that offer a wide range of existing supportive services, commercial and recreational facilities.

### **4. Public Input:**

A good neighbor meeting was held on September 19, 2022. A few people outside of City staff and the applicant attended the meeting and just had general questions about the type of development proposed. To date, staff has received no formal objections.

### **5. Analysis of the Request**

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 and adopted land use policies.*

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

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

(c) The compatibility with established neighborhood character.

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

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

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

(e) The 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.

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

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

*This is not applicable.*

- (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.

*This is not applicable. The City expects this property to be redeveloped.*

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

*This is not applicable.*

## 6. Additional Considerations:

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

Please recall that the C-3 District was re-written during the large Zoning Code amendment.

| Table 168.02-B Dimensional Standards<br>SF = Square Feet, DU= Dwelling Unit, ' = Feet |                          |
|---------------------------------------------------------------------------------------|--------------------------|
|                                                                                       | RM-12                    |
| <b>Bulk</b>                                                                           |                          |
| Minimum Lot Area                                                                      | 21,780 SF<br>3,500 SF/DU |
| Minimum Frontage                                                                      | 50'                      |
| Minimum Lot Width                                                                     | 80'                      |
| Maximum Building Height                                                               | 40'                      |
| <b>Setbacks</b>                                                                       |                          |
| Minimum Required Front Yard                                                           | 25'                      |
| Minimum Required Corner Side Yard                                                     | 25'                      |
| Minimum Required Side Yard                                                            | 15'                      |
| Minimum Required Rear Yard                                                            | 30'                      |

| Table 168.03 Dimensional Standards<br>SF = Square Feet, ' = Feet |                                                      |
|------------------------------------------------------------------|------------------------------------------------------|
|                                                                  | C-3                                                  |
| <b>Bulk</b>                                                      |                                                      |
| Minimum Lot Area                                                 | 20,000 SF                                            |
| Minimum Frontage                                                 | 35                                                   |
| Minimum Lot Width                                                | 35'                                                  |
| Maximum Building Height                                          | 75'                                                  |
| <b>Setbacks</b>                                                  |                                                      |
| Minimum Required Front Yard                                      | 25'                                                  |
| Minimum Required Corner Side Yard                                | 25'                                                  |
| Minimum Required Side Yard                                       | 10', unless abutting a residential district then 20' |
| Minimum Required Rear Yard                                       | 10' unless abutting a residential district then 25'  |

## **7. Staff Recommendation:**

### **Finding:**

1. The rezoning request from O-RP Office and Research Park to RM-12 Multi-Unit Residence and C-3 Higher-Intensity Commercial District achieves consistency with the approval standards enumerated in Section 165.09 of the Zoning Code.

### **Recommendation:**

Staff recommends the Planning Commission accept the listed finding and forward the request for zoning map amendment from O-RP Office and Research Park District to RM-12 Multi-Unit Residence District on 23.36 acres and to C-3 Higher-Intensity Commercial District on 18.12 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.





CIVIL ENGINEERS  
LAND PLANNERS  
LAND SURVEYORS  
LANDSCAPE ARCHITECTS  
ENVIRONMENTAL SPECIALISTS

1917 S. GILBERT ST.  
IOWA CITY, IOWA 52240  
(319) 261-6062  
www.mmsconsultants.net

Date: Revision:  
06-01-2022 PER RAIN REVIEW -RLV

REZONING EXHIBIT

NORTH LIBERTY  
JOHNSON COUNTY  
IOWA

MMS CONSULTANTS, INC.  
Title: 08-30-2022  
Designed by: KJB Field Book No.: 1350  
Drawn by: RLW Sheet No.: 1  
Checked by: RLW  
Project No.: 11030-005  
IOWA CITY  
11030-005

REZONING EXHIBIT

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, AND  
A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, ALL  
OF TOWNSHIP 80 NORTH, RANGE 7 WEST OF THE FIFTH PRINCIPAL MERIDIAN

NORTH LIBERTY, JOHNSON COUNTY, IOWA

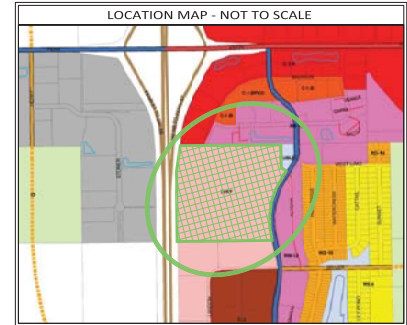
PLAT PREPARED BY:  
MMS CONSULTANTS INC.  
1917 S. GILBERT STREET  
IOWA CITY, IA 52240

OWNER:  
MAJ PROPERTIES II LLC  
901 N KANSAS AVENUE  
NORTH LIBERTY, IOWA 52317

APPLICANT:  
DAHNOVAN HOLDINGS  
1650 LINDEN LANE  
NORTH LIBERTY, IOWA 52317

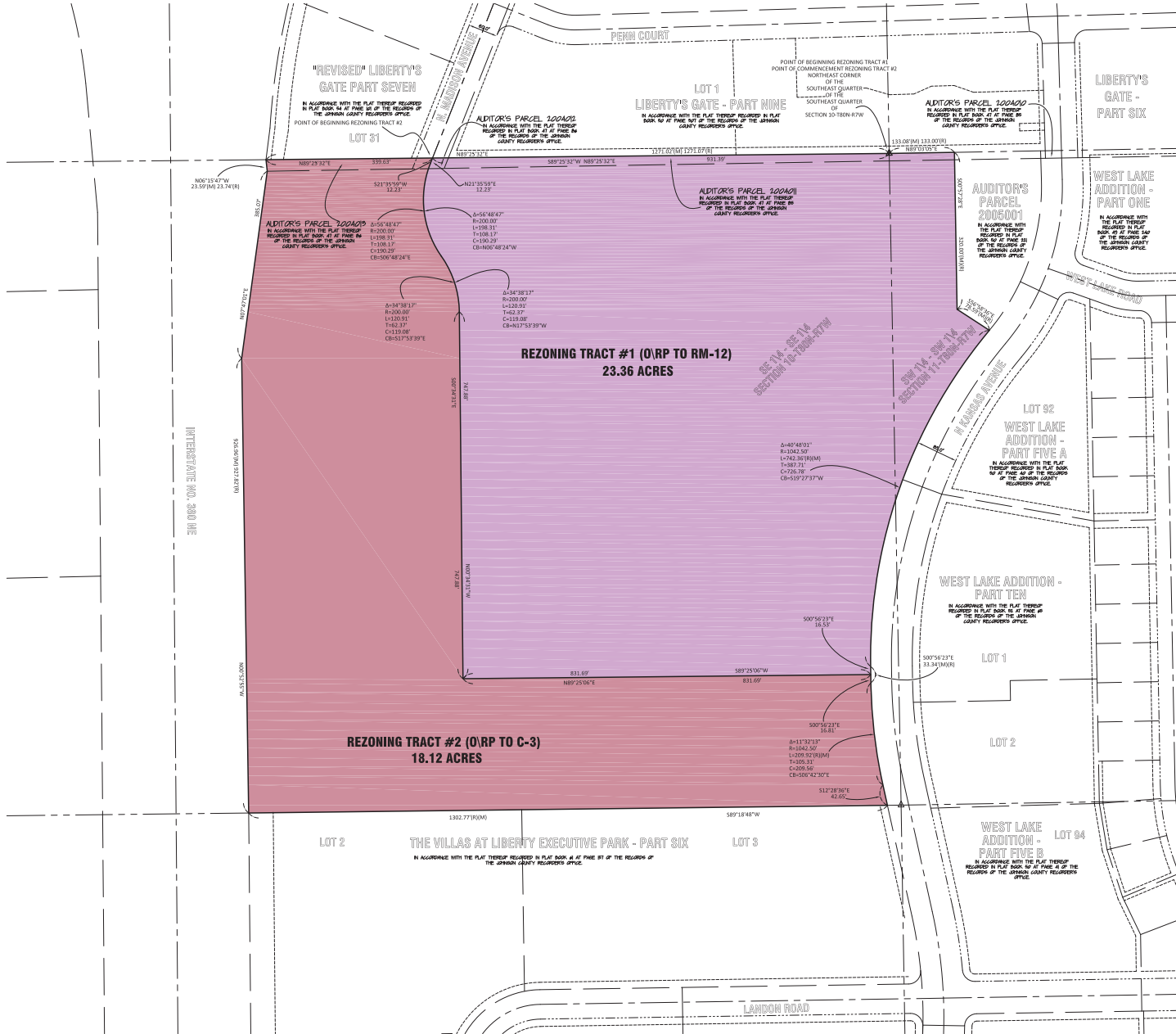


| LEGEND AND NOTES                                                |                                          |
|-----------------------------------------------------------------|------------------------------------------|
| —                                                               | CONGRESSIONAL CORNER, FOUND              |
| —                                                               | CONGRESSIONAL CORNER, REESTABLISHED      |
| —                                                               | CONGRESSIONAL CORNER, RECORDED ADDITION  |
| —                                                               | PROPERTY CORNER, FOUND (see notes)       |
| —                                                               | PROPERTY CORNER, SET                     |
| —                                                               | PROPERTY CORNER, SET - plastic LS Cap    |
| —                                                               | PROPERTY CORNER, SET - wooden with "N&T" |
| —                                                               | PROPERTY &/or BOUNDARY LINES             |
| —                                                               | CONGRESSIONAL SECTION LINES              |
| —                                                               | RIGHT-OF-WAY LINES                       |
| —                                                               | CENTER LINES                             |
| —                                                               | LOT LINES, INTERNAL                      |
| —                                                               | LOT LINES, PLATTED OR BY DEED            |
| —                                                               | EASEMENTS, WITH & WITHOUT NOTES          |
| —                                                               | EXISTING EASEMENT LINES, PURPOSE NOTED   |
| —                                                               | BOUNDARY DIMENSIONS, PURPOSE NOTED       |
| —                                                               | MEASURED DIMENSIONS                      |
| —                                                               | CURVE SCHEMATIC NUMBER                   |
| UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDS |                                          |



DESCRIPTION - REZONING TRACT #1  
Beginning at the Northeast Corner of the Southeast Quarter of the Southeast Quarter of Section 10, Township 80 North, Range 7 West, of the Fifth Principal Meridian, North Liberty, Iowa; Thence N89°03'05"E, along the South Line of Liberty's Gate - Part Nine, in accordance with the Plat thereof Recorded in Plat Book 50 at Page 307 of the Records of the Johnson County Recorder's Office, 133.08 feet, to the Northeast Corner of Auditor's Parcel 2005001, in accordance with the Plat thereof Recorded in Plat Book 50 at Page 221 of the Records of the Johnson County Recorder's Office; Thence S00°57'32"E, along the West Line of said Auditor's Parcel 2005001, a distance of 320.00 feet, to the Southwest Corner thereof; Thence S56°58'36"E, along the South Line of said Auditor's Parcel 2005001, a distance of 78.50 feet, to the Southeast Corner thereof, and a Point on the West Line of West Lake Addition - Part Five A, in accordance with the Plat thereof Recorded in Plat Book 50 at Page 40 of the Records of the Johnson County Recorder's Office; Thence Southwesterly, 742.36 feet, along said West Line, and the West Line of West Lake Addition - Part Five B, in accordance with the Plat thereof Recorded in Plat Book 50 at Page 41 of the Records of the Johnson County Recorder's Office, on a 1042.50 foot radius curve, concave Southwesterly, whose 725.78 foot chord bears S12°27'37"W; Thence S00°56'52"E, along said West Line of West Lake Addition - Part Five B, 16.53 feet; Thence S89°25'06"W, S83.69 feet; Thence N00°34'31"W, 747.88 feet; Thence Northwesterly, 120.91 feet, along a 200.00 foot radius curve, concave Southwesterly, whose 135.08 foot chord bears N12°53'39"W; Thence Northwesterly, 108.31 feet, along a 200.00 foot radius curve, concave Northwesterly, whose 150.29 foot chord bears N04°48'24"W; Thence N21°55'59"E, 12.23 feet, to a Point on the South Line of "Revised" Liberty's Gate Part Seven, in accordance with the Plat thereof Recorded in Plat Book 54 at Page 101 of the Records of the Johnson County Recorder's Office; Thence N89°25'32"E, along said South Line, and the South Line of said Liberty's Gate - Part Nine, 331.39 feet, to the Point of Beginning. Said Rezoning Tract #1 contains 23.36 Acres, and is subject to easements and restrictions of record.

DESCRIPTION - REZONING TRACT #2  
Commencing at the Northeast Corner of the Southeast Quarter of the Southeast Quarter of Section 10, Township 80 North, Range 7 West, of the Fifth Principal Meridian, North Liberty, Iowa; Thence S89°25'32"W, along the South Line of Liberty's Gate - Part Nine, in accordance with the Plat thereof Recorded in Plat Book 50 at Page 307 of the Records of the Johnson County Recorder's Office, and the South Line of "Revised" Liberty's Gate Part Seven, in accordance with the Plat thereof Recorded in Plat Book 54 at Page 101 of the Records of the Johnson County Recorder's Office, 931.89 feet, to the Point of Beginning; Thence S22°19'59"W, 12.23 feet; Thence Southeasterly, 108.31 feet, along a 200.00 foot radius curve, concave Northwesterly, whose 150.29 foot chord bears S04°48'24"E; Thence Southeasterly, 120.91 feet, along a 200.00 foot radius curve, concave Southwesterly, whose 135.08 foot chord bears S12°27'37"E; Thence S00°56'52"E, along said West Line of West Lake Addition - Part Five B, 16.53 feet; Thence S89°25'06"W, S83.69 feet, along said West Line, on a 1042.50 foot radius curve, concave Northwesterly, whose 209.56 foot chord bears S04°42'30"E; Thence S12°28'36"E, along said West Line, 42.65 feet, to the Northeast Corner of The Villas at Liberty Executive Park - Part Six, in accordance with the Plat thereof Recorded in Plat Book 61 at Page 157 of the Records of the Johnson County Recorder's Office; Thence S89°18'48"W, along the North Line of said The Villas at Liberty Executive Park - Part Six, a distance of 1302.77 feet, to the Northwest Corner thereof, and a Point on the East Right-of-Way Line of Interstate No. 380 NE; Thence N00°53'57"W, along said East Right-of-Way Line, 526.56 feet; Thence N07°47'01"E, along said East Right-of-Way Line, 385.07 feet, to the Southwest Corner of Auditor's Parcel 2004013, in accordance with the Plat thereof Recorded in Plat Book 47 at Page 86 of the Records of the Johnson County Recorder's Office; Thence N00°15'47"W, along the West Line of said Auditor's Parcel 2004013, a distance of 23.59 feet, to the Northwest Corner thereof, and the Southwest Corner of said "Revised" Liberty's Gate Part Seven; Thence N89°23'32"E, along the South Line of said "Revised" Liberty's Gate Part Seven, a distance of 339.63 feet, to the Point of Beginning. Said Rezoning Tract #2 contains 18.12 Acres, and is subject to easements and restrictions of record.







## **Ordinance No. 2022-24**

### **AN ORDINANCE AMENDING THE ZONING MAP DISTRICT DESIGNATION FOR CERTAIN PROPERTY LOCATED IN NORTH LIBERTY, IOWA FROM O-RP OFFICE AND RESEARCH PARK DISTRICT TO RM-12 MULTI-UNIT RESIDENCE DISTRICT AND C-3 HIGHER-INTENSITY COMMERCIAL DISTRICT**

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

**SECTION 1. AMENDMENT.** The Official Zoning Map incorporated in Chapter 168.01(2) of the North Liberty Code of Ordinances is hereby amended by designating the zoning district for 23.36 acres, more or less, as RM-12 Multi-Unit Residence District and for 18.12 acres, more or less, as C-3 Higher-Intensity Commercial District for property located on the west side of North Kansas Avenue approximately 150 feet south of West Lake Road. The property is more particularly described as follows:

O-RP Office and Research Park District to RM-12 Multi-Unit Residence District on 23.36 acres: Beginning at the Northeast Corner of the Southeast Quarter of the Southeast Quarter of Section 10, Township 80 North, Range 7 West, of the Fifth Principal Meridian, North Liberty, Iowa; Thence N89°03'05"E, along the South Line of Liberty's Gate - Part Nine, in accordance with the Plat thereof Recorded in Plat Book 50 at Page 307 of the Records of the Johnson County Recorder's Office, 133.08 feet, to the Northwest Corner of Auditor's Parcel 2005001, in accordance with the Plat thereof Recorded in Plat Book 50 at Page 221 of the Records of the Johnson County Recorder's Office; Thence S00°57'28"E, along the West Line of said Auditor's Parcel 2005001, a distance of 320.00 feet, to the Southwest Corner thereof; Thence S56°58'36"E, along the South Line of said Auditor's Parcel 2005001, a distance of 78.59 feet, to the Southeast Corner thereof, and a Point on the West Line of West Lake Addition - Part Five A, in accordance with the Plat thereof Recorded in Plat Book 50 at Page 40 of the Records of the Johnson County Recorder's Office; Thence Southwesterly, 742.36 feet, along said West Line, and the West Line of West Lake Addition - Part Five B, in accordance with the Plat thereof Recorded in Plat Book 50 at Page 41 of the Records of the Johnson County Recorder's Office, on a 1042.50 foot radius curve, concave Southeasterly, whose 726.78 foot chord bears S19°27'37"W; Thence S00°56'23"E, along said West Line of West Lake Addition - Part Five B, 16.53 feet; Thence S89°25'06"W, 831.69 feet; Thence N00°34'31"W, 747.88 feet; Thence Northwesterly, 120.91 feet, along a 200.00 foot radius curve, concave Southwesterly, whose 119.08 foot chord bears N17°53'39"W; Thence Northwesterly, 198.31 feet, along a 200.00 foot radius curve, concave Northeasterly, whose 190.29 foot chord bears N06°48'24"W; Thence N21°35'59"E, 12.23 feet, to a Point on the South Line of "Revised" Liberty's Gate Part Seven, in accordance with the Plat thereof Recorded in Plat Book 54 at Page 101 of the Records of the Johnson County Recorder's Office; Thence N89°25'32"E, along said South Line, and the South Line of said Liberty's Gate \_ Part Nine, 931.39 feet, to the Point of Beginning. Said Rezoning Tract contains 23.36 acres, and is subject to easements and restrictions of record.

O-RP Office and Research Park District to C-3 Higher-Intensity Commercial District on 18.12 acres: Commencing at the Northeast Corner of the Southeast Quarter of the Southeast Quarter of Section 10, Township 80 North, Range 7 West, of the Fifth Principal Meridian, North Liberty, Iowa; Thence S89°25'32"W, along the South Line of Liberty's Gate - Part Nine, in accordance with the Plat thereof Recorded in Plat Book 50 at Page 307 of the Records of the Johnson County Recorder's Office, and the South Line of "Revised" Liberty's Gate Part Seven, in accordance with the Plat thereof Recorded in Plat Book 54 at Page 101 of the Records of the Johnson County Recorder's Office, 931.39 feet, to the Point of Beginning; Thence S21°35'59"W, 12.23 feet; Thence Southeasterly, 198.31 feet, along a 200.00 foot radius curve, concave Northeasterly, whose 190.29 foot chord bears S06°48'24"E; Thence Southeasterly, 120.91 feet, along a 200.00 foot radius curve, concave Southwesterly, whose 119.08 foot chord bears S17°53'39"E; Thence S00°34'31"E, 747.88 feet; Thence N89°25'06"E, 831.69 feet, to a Point on the West Line of West Lake Addition - Part Five B, in accordance with the Plat thereof Recorded in Plat Book 50 at Page 41 of the Records of the Johnson County Recorder's Office; Thence S00°56'23"E, 16.81 feet; Thence Southeasterly, 209.92 feet, along said West Line, on a 1042.50 foot radius curve, concave Northeasterly, whose 209.56 foot chord bears S06°42'30"E; Thence S12°28'36"E, along said West Line, 42.65 feet, to the Northeast Corner of The Villas at Liberty Executive Park - Part Six, in accordance with the Plat thereof Recorded in Plat Book 61 at Page 157 of the Records of the Johnson County Recorder's Office; Thence S89°18'48"W, along the North Line of said The Villas at Liberty Executive Park - Part Six, a distance of 1302.77 feet, to the Northwest Corner thereof, and a Point on the East Right-of-Way Line of Interstate No. 380 NE; Thence N00°52'55"W, along said East Right-of-Way Line, 926.96 feet; Thence N07°47'01"E, along said East Right-of-Way Line, 385.07 feet, to the Southwest Corner of Auditor's Parcel 2004013, in accordance with the Plat thereof Recorded in Plat Book 47 at Page 86 of the Records of the Johnson County Recorder's Office; Thence N06°15'47"W, along the West Line of said Auditor's Parcel 2004013, a distance of 23.59 feet, to the Northwest Corner thereof, and the Southwest Corner of said "Revised" Liberty's Gate Part Seven; Thence N89°25'32"E, along the South Line of said "Revised" Liberty's Gate Part Seven, a distance of 339.63 feet, to the Point of Beginning. Said Rezoning Tract contains 18.12 acres, and is subject to easements and restrictions of record.

**SECTION 2. CONDITIONS IMPOSED.** At the October 4, 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 \_\_\_\_\_.

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

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

**CITY OF NORTH LIBERTY:**

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

ATTEST:

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

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

I certify that the forgoing was published as Ordinance No. 2022-24 in *The Gazette* on the \_\_\_\_ of \_\_\_\_\_, 2022.

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



# **GRD Burleson, LLC Zoning Amendment**



October 4, 2022

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

Re: Request of GRD Burleson, LLC for a zoning map amendment (rezoning) from ID Interim Development to C-3 Higher-Intensity Commercial District on 7.65 acres. The property is located on the east side of North Liberty Road approximately 375 feet south of South Dubuque Street.

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its October 4, 2022 meeting. The Planning Commission took the following action:

**Finding:**

1. The rezoning request from ID Interim Development District to C-3 Higher-Intensity Commercial District achieves consistency with the approval standards enumerated in Section 165.09 of the Zoning Code.

**Recommendation:**

The Planning Commission accepted the listed finding and forwards the request for zoning map amendment ID Interim Development to C-3 Higher-Intensity Commercial District on 7.65 acres to the City Council with a recommendation for approval.

The vote for approval was 6-0.

Josey Bathke, Chairperson  
City of North Liberty Planning Commission



To **City of North Liberty Planning Commission**  
From **Ryan Rusnak, AICP**  
Date **September 30, 2022**  
Re **Request of GRD Bursleson, LLC for a zoning map amendment (rezoning) from ID Interim Development to C-3 Higher-Intensity Commercial District on 7.65 acres. The property is located on the east side of North Liberty Road approximately 375 feet south of South Dubuque Street.**

---

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

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

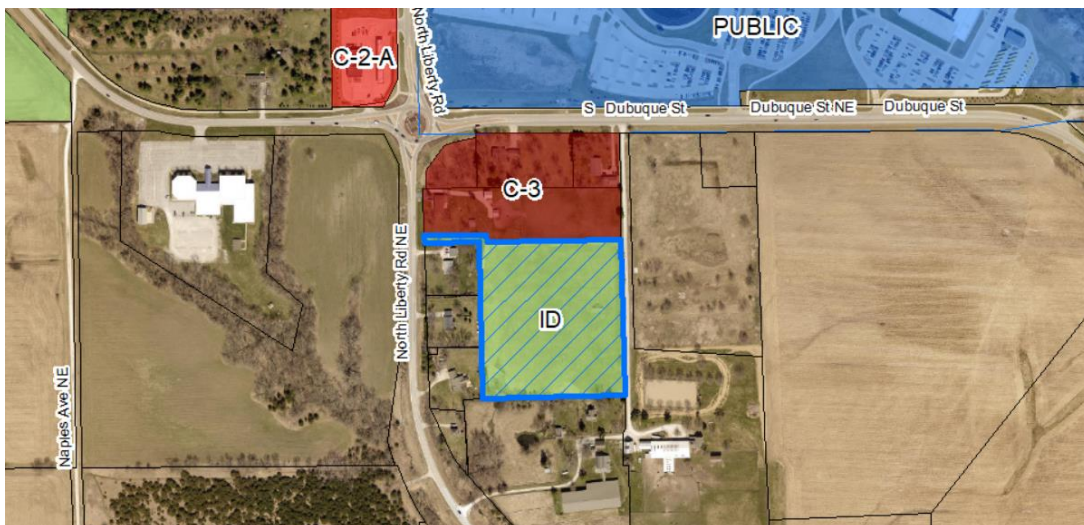
### 1. Request Summary:

This rezoning request is to facilitate development of the properties with horizontal mixed-use development, which means there is a mixture of residential and commercial development in separate buildings.

### 2. Proposed Zoning:

C-3 Higher-Intensity Commercial District.

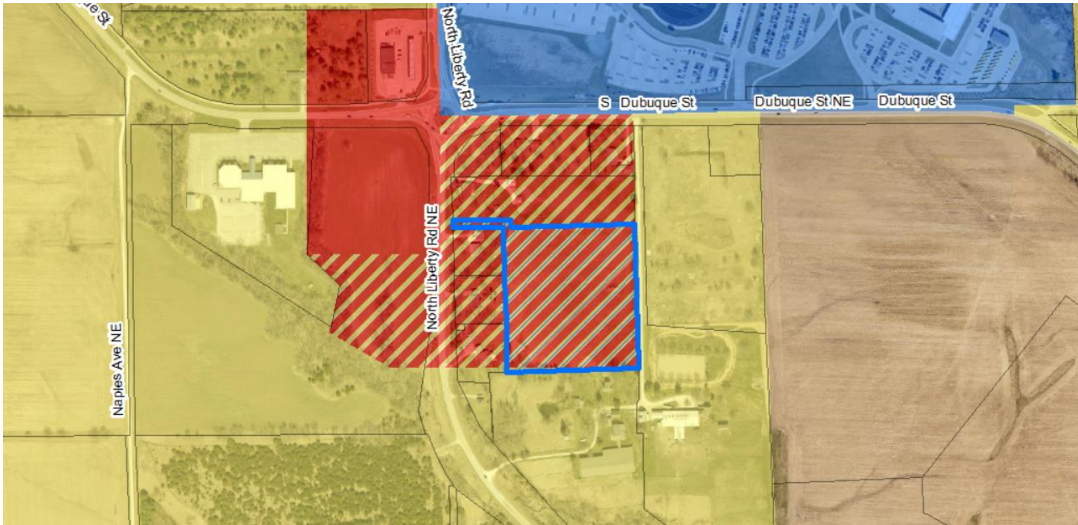
The C-3 District is intended to accommodate higher-intensity commercial development that serves both local and regional markets. The C-3 District addresses medium and large-scale development that may generate considerable traffic and typically requires significant off-street parking. Higher density residential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





### 3. Consistency with Comprehensive Plan:

Land Use Plan designation: Commercial with Residential.



It appears that the Commercial with Residential designation was part of a more recent Future Land Use Map update. It is staff's understanding that the designation was to encourage mixed commercial/residential development.

#### Relevant Comprehensive Plan Policies Related to Land Use:

- Establish and maintain an advantageous property tax situation and pursue a strengthened and sound tax base through a diversification of land uses, including commercial and industrial development, as well as a variety of residential options.
- Support high density and medium density housing in close proximity to commercial and service centers to provide intensity-of-use buffers for low density residential uses.
- Concentrate higher density, apartment-type housing in proximity to areas that offer a wide range of existing supportive services, commercial and recreational facilities.

### 4. Public Input:

A good neighbor meeting was held on September 20, 2022. Three people (representing two properties) outside of City staff and the applicant attended the meeting and just had general questions about the type of development proposed. A letter of objection is included in the background material.

### 5. Analysis of the Request

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 and adopted land use policies. The C-3 District allows a mix of commercial and residential uses, both horizontally and vertically.*

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

*This is an emerging part of the City. Staff has spoken with representatives of adjacent properties about developing in a similar manner.*

- (c) The compatibility with established neighborhood character.

*This is an emerging part of the City. It is staff's opinion that this development will establish the character of the area.*

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

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

- (e) The 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.

*This is not applicable. The City expects this property to be redeveloped.*

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

*This is not applicable.*

## 6. Additional Considerations:

The subject property is located at the intersection of major arterial road (North Liberty Road) and minor arterial road (South Dubuque Street). This is an appropriate location for a higher-intensity commercial district.

Please recall that the C-3 District was re-written during the large Zoning Code amendment.

The objection received is from the property owners located at the southwest corner of the subject property. While the C-3 district allows for higher-intensity uses, there are a couple of natural and code requirements that help mitigate some potential impacts. A 20' side yard setback is required when abutting residential zoning. Also, the topography of the site lends this area to being a drainage feature.

| Table 168.03 Dimensional Standards<br>SF = Square Feet, ' = Feet |                                                      |
|------------------------------------------------------------------|------------------------------------------------------|
|                                                                  | C-3                                                  |
| <b>Bulk</b>                                                      |                                                      |
| Minimum Lot Area                                                 | 20,000 SF                                            |
| Minimum Frontage                                                 | 35                                                   |
| Minimum Lot Width                                                | 35'                                                  |
| Maximum Building Height                                          | 75'                                                  |
| <b>Setbacks</b>                                                  |                                                      |
| Minimum Required Front Yard                                      | 25'                                                  |
| Minimum Required Corner Side Yard                                | 25'                                                  |
| Minimum Required Side Yard                                       | 10', unless abutting a residential district then 20' |
| Minimum Required Rear Yard                                       | 10' unless abutting a residential district then 25'  |

Staff disagrees that the zoning should be “stepped down” to a less intense zoning district. It is staff’s opinion that this and the adjacent property to the north and east should develop in a coordinated manner.



## 7. Staff Recommendation:

### Finding:

1. The rezoning request from ID Interim Development District to C-3 Higher-Intensity Commercial District achieves consistency with the approval standards enumerated in Section 165.09 of the Zoning Code.

### Recommendation:

Staff recommends the Planning Commission accept the listed finding and forward the request for zoning map amendment ID Interim Development to C-3 Higher-Intensity Commercial District on 7.65 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.

Sep 26, 2022

This letter is to be submitted as written remarks regarding our stance against approval of application to rezone parcel 0717376006 to C3 high intensity commercial designation.

We submit these thoughts as homeowners at 2786 North Liberty Road and Johnson County residents and request the zoning commission, city council, and city staff consider the following items regarding this rezoning request and the role each group has with the development of this land.

1. Type of zoning being sought

C3 is the highest zoning allowed in city code and we feel it should not be permitted due to the close proximity to homes in this area, the fact that the land in question is landlocked and not main frontage where you would normally see this type of zoning, and because the rezoning comes with no plan that has been shared with the public and there's a potential the land could be sold off.

C3 is also a new classification, and we feel that there should be a better hold on what will happen to C3 areas before it's passed as such – with public disclosure especially when the area is not frontage and neighbors' homes – and consideration for the fact that land can be sold after it's rezoned to other developers.

From our observations, this current plot only has 30' of frontage and 35' of frontage is required currently for C3 zoning. During the Good Neighbor Meeting on 9/20/22 information was made public that there is a potential plan to sell a portion of parcel to the parcels owned by CMW Properties, LLC directly to the north of this property. There is concern that this would further reduce the frontage required to support development of a commercial property.

2. Lack of plan from development group

The lack of plan for this area creates more questions instead of a firm understanding of the intended use by developers. Because this land is adjacent to single-family residential homes, we'd like to request the city to require a Planned Area Development plan before moving forward with this zoning request change to show the intended use, answer questions around the frontage requirements, and show the density planned. A PAD would also answer questions about potential solutions and mitigation efforts to provide the most livable solution to the adjacent homeowners by laying out the buffer zones, distance to residential zoning, and infer where rain gardens, water retention ponds and basins, and other efforts will be made to maintain the livability adjacent to the homes along North Liberty Road. At a minimum we'd prefer to see a C2 zoning plan that has existing height restrictions that reduce maximum allowed buildings and accounts for reduced noise, traffic, and light pollution especially if a PAD site plan will not be required by city staff.

3. Livability for adjacent homes

Our primary concern as adjacent homeowners is the livability in a post-C3 zoned area which could allow for building heights up to 75', high density buildings like apartment buildings or

heavy retail use in this landlocked area that is not on main road frontage. It's important to note that despite what a developer says will likely not happen, the city has the responsibility to be considering the best interest of all impacted parties not just the individuals with the resources of being able to develop land and using existing policy and code as parameters for developers.

We have additional concerns with this type of commercial rezoning due to the likelihood of light pollution due to signage and vehicles, noise pollution due to engagement in retail space, traffic, and drive through areas, and lack of access to natural sunlight in our green spaces due to building heights and overcast.

If the developers wish to divide off some of this land to add it into the C3 zoning near the roundabout on Dubuque Street, they should partition this off and resubmit it for zoning consideration. Allowing this entire parcel to be rezoned to the highest allowed type of rezoning does not follow traditional urban planning that slowly stair-steps commercial areas into a progression of mixed use, multi-family, and then single-family homes. Long range planning would assume this type of change would happen over decades as single-family homes become old and new development comes in, not all at once which in turn forces out home owners and homes before their natural lifespan.

In closing, we encourage the city to ask for plans for this project prior to approving a rezoning and only consider a C2 plan due the unique attributes of this parcel of land and the details mentioned in this letter.

As future North Liberty residents we welcome commercial development and the need for North Liberty to establish growth along some of the busiest roads in North Liberty. We hope to see the elected officials and city staff work to find a rezoning plan that honors the economic needs of North Liberty, the financial desires of the developers, and the livability and rights of adjacent homeowners who have picked North Liberty to be their home.

Kate Connell | [connellkatherinee@gmail.com](mailto:connellkatherinee@gmail.com)  
Matt Potts | [pottsmatthewa@gmail.com](mailto:pottsmatthewa@gmail.com)  
2786 North Liberty Rd NE  
North Liberty, IA 52317

## Ordinance No. 2022-25

### **AN ORDINANCE AMENDING THE ZONING MAP DISTRICT DESIGNATION FOR CERTAIN PROPERTY LOCATED IN NORTH LIBERTY, IOWA FROM ID INTERIM DEVELOPMENT DISTRICT TO C-3 HIGHER-INTENSITY COMMERCIAL DISTRICT**

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

**SECTION 1. AMENDMENT.** The Official Zoning Map incorporated in Chapter 168.01(2) of the North Liberty Code of Ordinances is hereby amended by designating the zoning district for 7.65 acres, more or less, as C-3 Higher-Intensity Commercial District for property located on the east side of North Liberty Road approximately 375 feet south of South Dubuque Street. The property is more particularly described as follows:

Commencing at the northwest corner of the Southeast Quarter of the Southwest Quarter of said Section 17; Thence South 02 degrees 01' 14" East, along the west line of said Southeast Quarter of the Southwest Quarter, a distance of 268.73'; Thence South 88 degrees 50' 45" West, a distance of 3.37' to a point which is 1037.92' northerly of and 1328.89' easterly of the Southwest corner of the Southwest Quarter of said Section 17, said point being on the centerline of North Liberty Road NE; Thence South 01 degree 41' 07" East, along said centerline, a distance of 178.67' to the Point of Beginning; Thence North 89 degrees 34' 40" East, along a north line of said described parcel, a distance of 271.72'; Thence continuing along said northerly line, South 01 degree 41' 07" East, a distance of 30.00'; Thence continuing along said northerly line, North 88 degrees 45' 04" East, a distance of 517.50' to a westerly line of Lot 2 of Free Rein Subdivision, according to the Plat thereof as filed with the Johnson County Recorder in Book 40, Page 151 on June 16, 1999; Thence along said westerly line, South 01 degree 21' 15" East, a distance of 596.12' to an iron bar at the southwest corner of said described parcel; Thence South 88 degrees 55' 02" West, along the south line of said parcel, a distance of 544.36' to the easterly line of a parcel conveyed to Matthew and Katherine Potts, per Warranty Deed as filed June 25, 2018 in Book 5803, page 911; Thence along said easterly line, and its northerly extension, North 01 degree 41' 07" West, a distance of 594.99' to the northeasterly corner of a parcel conveyed to Big Ten Homes, LLC, per Warranty Deed as filed on November 22, 2016 in Book 5590, page 176; Thence South 89 degrees 34' 05" West, along the north line of aforesaid parcel, a distance of 241.72' to the centerline of North Liberty Road NE; Thence along said centerline, North 01 degree 41' 07" West, a distance of 30.04' to the Point of Beginning. Said property contains 7.65 acres, more or less.

**SECTION 2. CONDITIONS IMPOSED.** At the October 4, 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 \_\_\_\_\_.  
Second reading on \_\_\_\_\_.  
Third and final reading on \_\_\_\_\_.

**CITY OF NORTH LIBERTY:**

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

ATTEST:

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

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

I certify that the forgoing was published as Ordinance No. 2022-25 in *The Gazette* on the \_\_\_\_ of \_\_\_\_\_, 2022.

---

TRACEY MULCAHEY, CITY CLERK



# **City Hall Project**



MINUTES FOR HEARING AND  
ADDITIONAL ACTION ON ENTERING  
INTO AN ADDITIONAL LOAN  
AGREEMENT

421033-86

North Liberty, Iowa

October 25, 2022

The City Council of the City of North Liberty, Iowa, met on October 25, 2022, at 6:30 o'clock p.m., at the Council Chambers, North Liberty, Iowa. The Mayor presided and the roll was called showing the following members of the City Council present and absent:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

This being the time and place specified for taking action on the 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, the City Clerk announced that no petition had been filed asking that the question of entering into the loan agreement be submitted to the registered voters of the City, and that the City Council may proceed with the authorization of the loan agreement. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor closed the public hearing.

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

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

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

**Resolution No. 2022-111**

**RESOLUTION TAKING ADDITIONAL ACTION ON PROPOSAL TO  
ENTER INTO GENERAL OBLIGATION MUNICIPAL BUILDING LOAN  
AGREEMENT**

**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 also proposed to enter into an additional loan agreement (the "2022 Loan Agreement" and together with the 2021 Loan Agreement, the "Loan Agreements"), 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 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 October 25, 2022, no petition had been filed with the City asking that the question of entering into the 2022 Loan Agreement be submitted to the registered voters of the City; and

**WHEREAS**, pursuant to the provisions of Section 384.28 of the Code of Iowa, the City intends to combine its authority under the Loan Agreements and to enter into a single loan agreement (the "Loan Agreement");

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

Section 1. The Loan Agreements are hereby combined into the Loan Agreement. The City Council hereby determines to enter into the Loan Agreement in the future and orders that general obligation bonds or notes be issued at such time, in

evidence thereof. The City Council further declares that this resolution constitutes the "additional action" required by Section 384.24A of the Code of Iowa with respect to Loan Agreement.

Section 2. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

**APPROVED AND ADOPTED** this 25th day of October, 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

....

On motion and vote, the meeting adjourned.

---

CHRIS HOFFMAN, MAYOR

Attest:

---

TRACEY MULCAHEY, CITY CLERK

## ATTESTATION CERTIFICATE

STATE OF IOWA  
JOHNSON COUNTY  
CITY OF NORTH LIBERTY

SS:

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 the public hearing and additional action on the City Council's intention of entering into a certain General Obligation Municipal Building Loan Agreement in the future.

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

---

TRACEY MULCAHEY, CITY CLERK



# **Heritage Drive Project**

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 JOHN PAUL D. RETHWISCH and DAVID RETHWISCH, owners 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 improving drainage in the area of Heritage Drive (the "Project"), under, over, through and across real property located at 465 Heritage Place, North Liberty, Iowa, which property is legally described as follows:

The Western 50' of the Southern 50' of Lot 50 in Liberty Heights Addition to North Liberty, Iowa, according to the plat thereof recorded in Plat Book 16, Page 80, Plat Records of Johnson County, Iowa.

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; however, connection fees, frontage fees, or other typical and customary fees will be collected by the City at the time any part of the property is developed.
- 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 legally described above 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. Following the construction and installation of the Project and final acceptance by the City, the City shall restore the temporary construction easement area to substantially the same condition as existed prior to the commencement of construction operations.
7. 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. City further agrees that all grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by City.
8. City covenants and agrees to remove and stockpile existing topsoil from areas to be excavated, to be used in the event of any repair. Following installation of the improvements described herein, all areas within the temporary construction easement area which are disturbed will be



graded to form a uniform slope, and topsoil shall be replaced and spread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.

9. 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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

*[Signature pages to follow]*

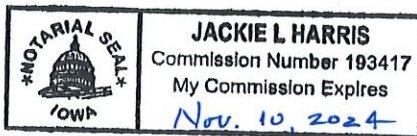
**PROPERTY OWNER:**

Signed: \_\_\_\_\_

*John Paul D. Rethwisch*  
John Paul D. Rethwisch, Owner


STATE OF IOWA, JOHNSON COUNTY: ss

On this 4<sup>th</sup> day of October, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John Paul D. Rethwisch, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.



*Jackie L. Harris*  
Notary Public in and for the State of Iowa

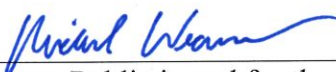
**PROPERTY OWNER:**

Signed:   
David Rethwisch, Owner

STATE OF IOWA, JOHNSON COUNTY: ss

On this 10<sup>th</sup> day of October, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared David Rethwisch, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.



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

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

**Resolution No. 2022-112**

**A RESOLUTION APPROVING THE TEMPORARY  
CONSTRUCTION EASEMENT AGREEMENT BETWEEN JOHN  
PAUL D. RETHWISCH 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 Heritage Drive Project adjacent to property owned by John Paul D. Rethwisch;

**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 John Paul D. Rethwisch is approved for the Heritage Drive 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 25th day of October, 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



# **ARPA Transit Contract**

**Contract for Same-Day On-Demand Transit Services  
between Johnson County SEATS and City of North Liberty**

Whereas, the City of North Liberty (North Liberty), has an interest in providing transit services to its residents; and

Whereas, SEATS, a department of Johnson County and a member of Corridor Ride, which is overseen by the East Central Council of Governments (ECICOG), is officially designated as the regional transit provider for Johnson County pursuant to Section 324A.1 of the Code of Iowa and has vehicles and employees available for transportation service; and

Whereas, North Liberty believes it is in the City's best interest to have SEATS provide certain transit services to its residents experiencing barriers to accessing transportation pursuant to the terms of this agreement; and

Whereas, the U.S. Department of the Treasury ("Treasury") has allocated to the County \$29,357,173 of federal funding from the Coronavirus State and Local Fiscal Recovery Fund under CFDA No. 21.027 ("ARPA Funds") and Section 603(b) of the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act ("ARPA") for the limited purposes identified in the Coronavirus State Fiscal Recovery Fund Award Terms and Conditions between the Treasury and the County ("Interagency Agreement"), attached hereto as Attachment A, and the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule<sup>1</sup> and Final Rule<sup>2</sup> (altogether, the "Final Rule"); and

Whereas, the ARPA authorizes expenditure of ARPA Funds awarded to local governments like the County for eligible purposes identified in the Final Rule, such as:

- (1) To respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- (2) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- (3) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
- (4) To make necessary investments in water, sewer, or broadband infrastructure (collectively "Eligible Uses"); and

Whereas, the County desires to allocate portions of the ARPA funds awarded to Johnson County to respond to the COVID-19 public health emergency or its negative economic impacts; and

Whereas, expanding SEATS transit services to provide same-day on-demand service to residents of North Liberty who do not have access to fixed route transit system or other transportation options in response to documented public transit barriers in Johnson County that impact the health and economic outcomes of Johnson County residents.

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<sup>1</sup> Coronavirus State and Local Fiscal Recovery Funds (Interim Final Rule), 86 Fed. Reg. 26,786 (May 17, 2021).

<sup>2</sup> Coronavirus State and Local Fiscal Recovery Funds (Final Rule), 87 Fed. Reg. 4,338 (Jan. 27, 2022).

Now, therefore, the parties do hereby mutually agree as follows:

**A. Purpose and Timeframe**

1. The purpose of this contract is to arrange for same day on-demand transportation services for North Liberty residents experiencing barriers to accessing transportation under the auspices of the designation of SEATS as the regional transit provider in Johnson County.
2. The contract period shall begin on upon execution by all parties and continue through June 30, 2023 or until the ARPA funds allocated for this purpose are exhausted, whichever occurs first. Any extension or renewal of this contract shall be in writing and mutually agreed upon by both parties.
3. The service covered under this contract shall fully conform with the rules and regulations promulgated by the Iowa Department of Transportation (Iowa DOT) and the Federal Transit Administration (FTA).

**B. Description of Service**

1. All transit service shall be provided with SEATS vehicles that are open to the public without discrimination. Service under this contract will be provided to approved clients referred by the City of North Liberty.
2. Rides will be provided from 7:30 AM to 4:30 PM Monday through Friday except on the following days:

New Year's Day\*  
 Memorial Day  
 Independence Day  
 Martin Luther Jr. Day  
 Juneteenth

Labor Day  
 Thanksgiving Day and following Friday  
 Christmas Day\* and \*Christmas Eve.  
 President's Day  
 Veteran's Day

\*In the event Johnson County has (a) designated holiday(s) immediately before or after New Year's Day, Christmas Day and Christmas Eve day, North Liberty understands no service will be provided on those days. For 2022, there will be no service on December 23 or December 26, and there will be no service on January 2, 2023. Approved clients wishing to schedule rides may call SEATS at 319-381-2658 to make arrangements for rides between 7:00 a.m. and 5:00 p.m. on days when rides are provided. Rides will be provided on a first come, first serve basis as capacity permits.

3. SEATS will provide a vehicle and a driver to operate a shared on-demand response service for same day trips request throughout Johnson County including those referred by North Liberty during the dates and times listed herein. Persons utilizing this service must be referred by the City of North Liberty following a determination that the person requesting the service is experiencing a barrier to accessing transportation. The final responsibility for determining approval for individuals wishing to utilize the service shall be the responsibility of Johnson County with the understanding they meet the ARPA funding guidelines for this service. Any appeals to eligibility will go through Johnson County SEATS.
4. The referral and approval of clients shall be coordinated between North Liberty and SEATS prior to any request for on-demand service by an approved client.



5. General public access to this service will be available to any person desiring to board the bus and going to and from the same location of the approved scheduled rider. The service is ADA accessible to meet rider needs, but if an oversized wheelchair or special accommodations are expected a phone call ahead is recommended at least two hours in advance. General public fares for these services shall be five dollars. SEATS will be responsible for the fare box and fares. Initial fares shall be: \$5

6. All services funded under this contract and all uses made of vehicles provided by SEATS shall be insured with the following coverages carried by SEATS:

- a. General Liability - \$1,000,000
- b. Uninsured and Underinsured Motorist Bodily Injury - \$1,000,000
- c. Auto Liability - \$1,000,000
- d. Umbrella or excess liability insurance - \$2,000,000

7. Compensation for service will be in accordance with rates detailed in section E.1 below.

**C. Responsibilities of SEATS**

1. SEATS shall serve as an independent contractor.

2. SEATS shall assure that the transit equipment, both owned by SEATS or leased by the East Central Iowa Council of Governments (ECICOG), is maintained in a safe and clean mechanical condition and in compliance with federal, state, and local vehicle safety laws and ordinances. The cost of all vehicle maintenance, repairs, and operations shall be the responsibility of SEATS. All repairs will be made promptly.

3. Drivers for all transit services provided under this contract shall be employed by SEATS. SEATS shall employ sufficient personnel to implement service and to obtain the services of back-up personnel to assure continuous service. All drivers shall be required to have a valid chauffeurs or commercial driver's license applicable to the type of vehicles they are responsible for operating and as required by state and federal laws. All drivers will also comply with the FTA drug and alcohol program testing requirements and no driver can operate a vehicle unless they have passed a pre-employment drug test and are part of a random test pool.

4. SEATS shall provide the necessary scheduling and dispatching support for these services.

5. SEATS shall notify North Liberty as soon as practical in the event of any unavoidable interruption or delay in service.

6. SEATS shall notify North Liberty of any incidents relating to passengers served under this contract.

7. SEATS shall maintain accounting and records for all services rendered.

8. SEATS shall provide to North Liberty a monthly billing for services rendered in the previous month by the fifteenth day of the month, including the number of North Liberty referred trips provided by SEATS, provided the origin and destination of all such trips begin or end in North Liberty.

9. SEATS shall permit inspection of its vehicles, services, books, and records by North Liberty upon the request of North Liberty.

10. SEATS shall communicate information about the availability of the above-described services, as well as other services of SEATS to both the target population of this contract and to the public.

11. SEATS shall comply with all applicable state and federal laws, including but not limited to, equal employment opportunity laws, nondiscrimination laws, affirmative action, traffic laws, motor vehicle equipment laws, drug and alcohol testing of safety-sensitive employees, confidentiality laws, Title VI, and freedom of information laws.

12. In the event of weather forced cancellation of service; SEATS shall notify North Liberty as soon as practical and announce cancelation of service to all media platforms available to SEATS.

13. Vehicles funded through Iowa DOT may be alternated to accumulate minimum mileage and may be used for other transit system purposes. However, these vehicles will not be used for uses prohibited by federal law, including but not limited to charter or school bus uses.

#### **D. Responsibilities of North Liberty**

1. North Liberty shall promptly pay all justified billings under this contract.

2. North Liberty shall comply with all state and federal laws regarding nondiscrimination in relation to the services covered by this contract.

3. North Liberty shall assist SEATS as requested in the design and scheduling of transit services to meet the needs of the target population.

4. North Liberty shall assist SEATS as requested in the dissemination of information to the target population regarding the availability of services under this contract as well as other transportation services of SEATS.

5. North Liberty shall review and evaluate client requests and agency referrals for North Liberty residents experiencing barriers to transportation and forward client requests to SEATS that meet the agreed upon eligibility criteria. Client requests or agency referrals to the program received by North Liberty for persons who do not meet the North Liberty residency requirements will be referred to SEATS for consideration of approval under the county same day on demand service funded by ARPA.

6. North Liberty shall provide all the marketing for this program as it applies to North Liberty residents.

#### **E. Compensation**

1. North Liberty shall pay SEATS for the provision of the services provided by SEATS pursuant to this contract. The estimated fully allocated cost currently is over \$40 per trip. North Liberty

will be billed \$20.00 per trip. The \$5.00 fare collected from riders will be paid to Johnson County for the cost of the service.

2. The County shall invoice North Liberty monthly by the 15th of the month for the actual number of trips that were referred by the City of North Liberty and transported by the ARPA same day on-demand service.

3. Payments shall be made to SEATS no later than the 28th of the month following the monthly service period for billing purposes.

***F. Reporting***

1. Items to report on an on-going basis shall include incidents involving passengers transported under this contract, any uses of subcontracted providers to avoid interruptions in service, and any interruption of service.

***G. Hold Harmless Provisions***

1. SEATS shall accept all risk and indemnify and hold North Liberty harmless from all losses, damage, claims, demands, liabilities, suits, or proceedings, including court costs, attorney's and witness' fees relating to loss or damage to property or to injury or death of any person arising out of the acts or omissions of SEATS or its employees or agents.

2. North Liberty shall indemnify and hold SEATS harmless from all losses, damage, claims, demands, liabilities, suits or proceedings, including court costs, attorney's and witness fees relating to loss or damage to property or to injury or death of any person arising out of the acts or omissions of North Liberty or any of its employees or agents.

3. SEATS and North Liberty agree to assume all risk of loss and to indemnify and hold harmless the Iowa DOT, its officers, employees, ECICOG, the State of Iowa, and the federal government from any losses related to the provision of contract services or losses due to performance of equipment purchased with funds provided by the division and that arise out of the acts or omissions of SEATS or North Liberty or their employees or agents.

***H. Entire Agreement***

This contract contains the entire agreement between North Liberty and SEATS. There are no other agreements or understandings, written or verbal, which shall take precedence over the items contained herein unless made a part of this contract by amendment procedure.

***I. Amendments***

Any changes to this contract must be in writing and be mutually agreed upon by both North Liberty and SEATS. The provisions of any amendment shall be in effect as of the date specified in the amendment.

***J. Termination***

Cancellation of this contract may be affected by either party for cause or convenience through written notice to the other party at least 30 days prior to the date of cancellation.

***K. Renewal of contract***

If agreeable to all parties, this contract may be renewed by an addendum to this contract.

***L. Saving Clause***

Should any provision of this contract be deemed unenforceable by a court of law, all other provisions shall remain in effect.

***M. Assignability and Subcontracting***

1. This contract is not assignable to any other party without the written approval of North Liberty and SEATS.

2. No part of the transportation services described in this contract may be subcontracted by SEATS without the written approval of North Liberty.

3. Notwithstanding the provisions in "M.2." above, it is hereby agreed that SEATS may, under emergency circumstances, temporarily subcontract any portion of the service if it is deemed necessary by SEATS to avoid a service interruption. North Liberty shall be notified, in advance if possible, each time this provision is invoked.

***N. Acknowledgement***

SEATS and North Liberty acknowledge the contract between ECICOG and SEATS in effect at the time of the execution of this agreement and understand that this contract does not change or modify the rights and responsibilities set out therein.

***O. Designation of Officials***

1. The Chairperson of the Johnson County Board of Supervisors is the designated signatory for the Johnson County Board of Supervisors. Changes in the terms, conditions, or amounts specified in the contract must be approved by the Board of Supervisors. The Manager of SEATS is designated to negotiate changes to this contract.

2. The Mayor of North Liberty is the designated signatory for the City of North Liberty. Changes to the terms, conditions, or amounts specified in the contract must be approved by the North Liberty City Council. The City Administrator is designated to negotiate any changes to this contract.

**This contract agreement is adopted by SEATS and North Liberty as signed and dated below.**

**FOR JOHNSON COUNTY SEATS:**

By: \_\_\_\_\_  
Royceann Porter,  
Chair, Johnson County Board of Supervisors

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Travis Weipert, County Auditor

**FOR NORTH LIBERTY:**

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

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

STATE OF IOWA, JOHNSON COUNTY: ss

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Chris Hoffman and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation; and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. \_\_\_\_\_ of the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2022; and that Chris Hoffman and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

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

**Resolution No. 2022-113**

**A RESOLUTION APPROVING THE CONTRACT FOR SAME-DAY ON-DEMAND TRANSIT SERVICES BETWEEN JOHNSON COUNTY SEATS AND THE CITY OF NORTH LIBERTY**

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

**WHEREAS**, North Liberty wants to provide transit services to residents;

**WHEREAS**, SEATS, a department of Johnson County and a member of Corridor Ride, is designated as the regional transit provider for Johnson County; and

**WHEREAS**, Johnson County wishes to allocate portions of the County's ARPA funds to provide services to those affected by COVID-19 through the provision of same-day on-demand transit services; and

**WHEREAS**, the parties have set forth the terms and conditions for the provision of the same-day on-demand transit services in an agreement.

**NOW, THEREFORE, BE IT RESOLVED** that that the Contract for Same-Day On-Demand Transit Services between Johnson County SEATS and the City of North Liberty is approved.

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

**APPROVED AND ADOPTED** this 25th day of October, 2022.

**CITY OF NORTH LIBERTY:**

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CHRIS HOFFMAN, MAYOR

ATTEST:

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

---

TRACEY MULCAHEY, CITY CLERK



## **Front Street Place Lot One**

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

**STORM WATER MANAGEMENT FACILITY  
MAINTENANCE AGREEMENT AND EASEMENT  
FRONT STREET PLACE LOT ONE**

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

**SECTION 1. REQUEST FOR STORMWATER MANAGEMENT FACILITY MAINTENANCE AGREEMENT.**

A. The Owner has requested that the City approve this Storm Water Management Facility Maintenance Agreement and Easement with respect to the real estate situated in North Liberty, Johnson County, Iowa, upon which the stormwater management facilities for Front Street Place Lot 1 will be constructed, which are designated as "Stormwater Facility" on the attached Exhibit A. (the "Facilities"):

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

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

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

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



## **SECTION 2. CONDITIONS OF APPROVAL OF AGREEMENT.**

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

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

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

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

1. Maintain all sediment and erosion control measures until turf sod is fully established and or all construction activities on the site have been completed. This shall be done monthly or after all rainfall events.
2. Inspect, clean, and remove debris from the inlet and outlet structures. Inspect low-flow orifices in ED basins. This shall be done monthly or after rain events of 1.25" or larger.
3. Look for signs of sediment accumulation, flow channelization, erosion damage, local streambank instability. Check the outfall for signs of surface erosion, seepage or tunneling along outfall pipe. This shall be done annually or after rain events of 1.25" or larger.
4. Inspect forebays and other pretreatment areas at least twice annually.
5. Mow the side slopes of the basin. This shall be done as needed.
6. Inspect for unwanted animals such as muskrats, beaver, woodchuck, skunks, and burrowing type animal that can comprise the side banks by creating burrows. This will be done annually. Contact a licensed and insured professional to remove pest as needed.
7. Inspect for damage, paying particular attention to the inlet and outlet structures. This will be done annually.
8. Note any signs of hydrocarbon buildup and remove accordingly, this shall be done annually.
9. Repair undercut or eroded areas. This will be done when observed.
10. Inspect for invasive vegetation and remove where possible, this shall be done annually.
11. Storm Sewers: inspect for clogging or collapsed pipe. This shall be done annually, clean and repair as needed.

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

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

#### **SECTION 4. MAINTENANCE AND REPAIR; EASEMENT.**

The Owner grants to the City an easement for access to the Facilities over and across the areas designated "Stormwater Facilities Access" and "Stormwater Facility" on the attached Exhibit A at reasonable times for periodic inspection by City or City's designee to ensure that the Facilities are maintained in proper working condition to meet City Storm Water requirements and, if necessary, and for maintenance and repair of the Facilities in accordance with the terms of this Agreement.

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

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

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

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

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

#### **SECTION 5. INSPECTION OF FACILITIES.**

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

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

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

**SECTION 7. FAILURE TO MAINTAIN STORM WATER MANAGEMENT FACILITIES.**

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

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

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

**SECTION 8. ENFORCEMENT AND APPEALS.**

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

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

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

#### **SECTION 9. OWNER'S OBLIGATION AND CITY ACTIONS.**

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

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

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

#### **SECTION 10. FEES.**

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

#### **SECTION 11. NOTICES.**

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

Matnic, L.L.C.  
305 N. Main Street  
North Liberty, Iowa 52317

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

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

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

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

**SECTION 12. SUCCESSORS AND ASSIGNS.**

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

[remainder of page intentionally left blank]

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

CITY OF NORTH LIBERTY, IOWA

MATNIC, LLC

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

By: Matthew Lepic  
Matthew Lepic, Manager

(seal)

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

STATE OF IOWA, JOHNSON COUNTY: ss

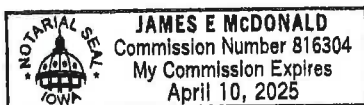
On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Chris Hoffman and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation; and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. \_\_\_\_\_ of the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2022; and that Chris Hoffman and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

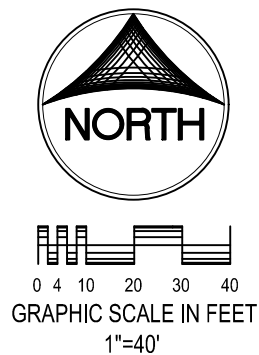
\_\_\_\_\_  
Notary Public in and for the State of Iowa  
My Commission Expires: \_\_\_\_\_

STATE OF IOWA, JOHNSON COUNTY: ss

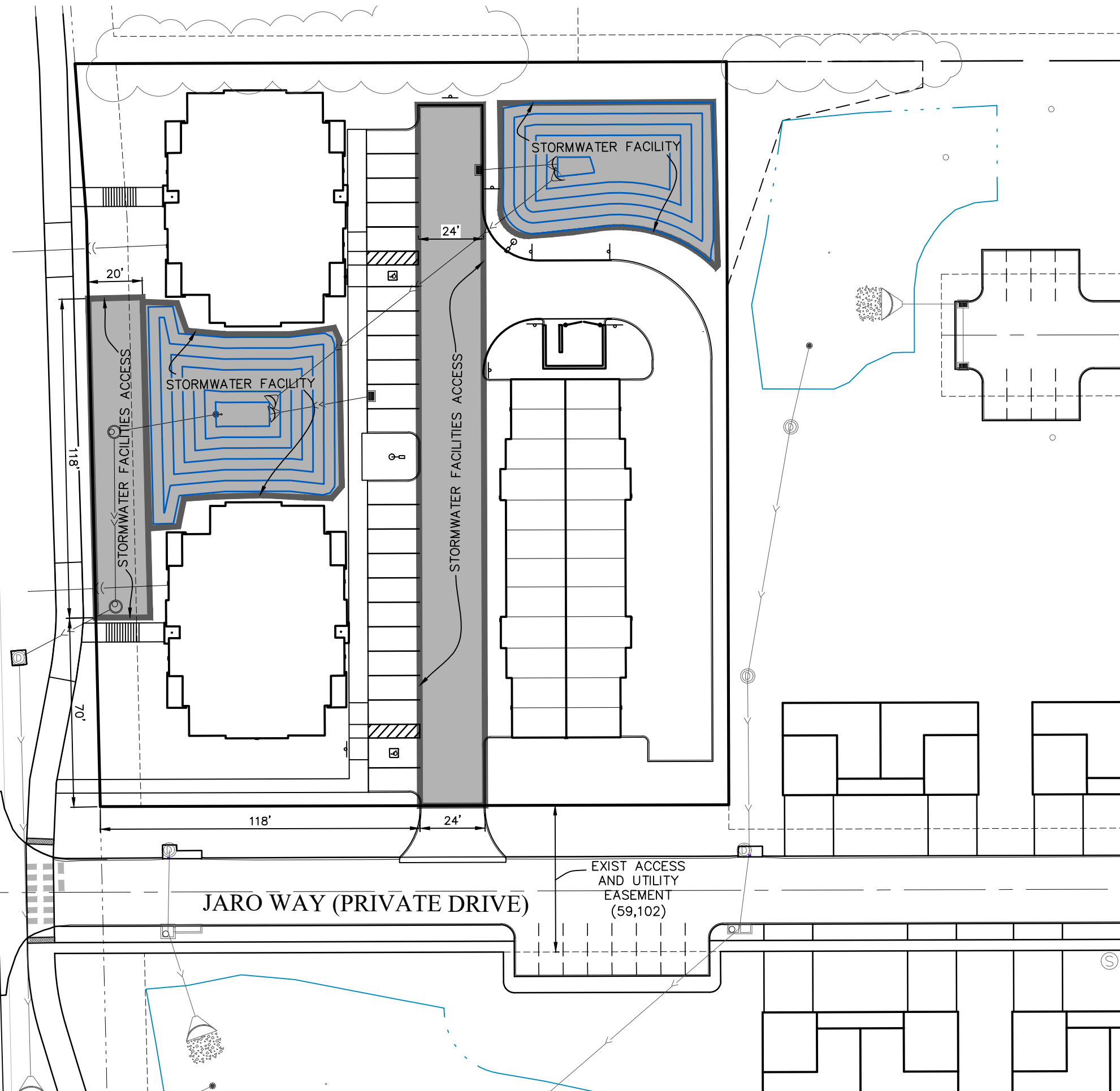
On this day of Oct. 18, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Matthew Lepic, to me personally known, who, being by me duly sworn, did say that he is manager of Mattnic LLC, an Iowa domestic limited liability company; and that Matthew Lepic acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the company.

James E. McDonald  
Notary Public in and for the State of Iowa  
My Commission Expires: 4-10-2025





N FRONT ST (PUBLIC STREET)



CIVIL ENGINEERS  
LAND PLANNERS  
LAND SURVEYORS  
LANDSCAPE ARCHITECTS  
ENVIRONMENTAL SPECIALISTS

1917 S. GILBERT ST.  
IOWA CITY, IOWA 52240  
(319) 351-8282

[www.mmsconsultants.net](http://www.mmsconsultants.net)

| Date | Revision |
|------|----------|
|------|----------|

## EXHIBIT "A" BMP ACCESS

FRONT STREET  
PLACE, LOT 1  
NORTH LIBERTY  
JOHNSON COUNTY  
IOWA

MMS CONSULTANTS, INC.

|                          |                  |
|--------------------------|------------------|
| Date:                    | 09-30-22         |
| Designed by:<br>JDM      | Field Book No:   |
| Drawn by:<br>JDM         | Scale:<br>1"=40' |
| Checked by:<br>JDM       | Sheet No:<br>1   |
| Project No:<br>11178-006 | of:<br>1         |

**Resolution No. 2022-114**

**RESOLUTION APPROVING THE STORM WATER  
MANAGEMENT FACILITIES MAINTENANCE AND  
EASEMENT BETWEEN THE CITY OF NORTH LIBERTY  
AND MATNIC, L.L.C. THAT ESTABLISHES THE TERMS  
AND CONDITIONS UNDER WHICH STORMWATER  
MANAGEMENT FACILITIES WILL BE MAINTAINED FOR  
FRONT STREET PLACE LOT ONE IN THE CITY OF  
NORTH LIBERTY, IOWA**

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

**WHEREAS**, the terms and conditions for the maintenance of the storm water management facilities for Front Street Place Lot One have been set forth in a Storm Water Management Facility Agreement and Easement (the "Agreement") between the City of North Liberty ("City") and MATNIC, L.L.C. ("Owner");

**WHEREAS**, the Owner has executed the Agreement to permit the City to take such steps are necessary to inspect and maintain, if necessary, the storm water detention facilities described in the Agreement;

**NOW, THEREFORE, BE IT RESOLVED** that that the Agreement between the City and the Owner is approved for Front Street Place Lot One, North Liberty, Iowa.

**APPROVED AND ADOPTED** this 25th day of October, 2022.

CITY OF NORTH LIBERTY:

---

CHRIS HOFFMAN, MAYOR

ATTEST:

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

---

TRACEY MULCAHEY, CITY CLERK





## **Solomon's Landing Part One**

FINAL PLAT  
SOLOMON'S LANDING - PART ONE  
NORTH LIBERTY, JOHNSON COUNTY, IOWA

AREA ABOVE RESERVED FOR RECORDER  
INDEX LEGEND

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

LEGAL DESCRIPTION

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

NOTES

1. LOT "A" (240TH STREET, EISENHOWER DRIVE & PRISCILLA COURT) AND LOT "B" (WEST PENN STREET & HAYES LANE) ARE BEING DEDICATED TO THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES.
2. OUTLOT "B" IS TO BE PRIVATELY OWNED AND MAINTAINED FOR STORMWATER PURPOSES.
3. OUTLOT "A", OUTLOT "C", OUTLOT "D" & OUTLOT "E" ARE RESERVED FOR FUTURE DEVELOPMENT.
4. NO ACCESS WILL BE ALLOWED ONTO WEST PENN STREET FROM OUTLOT "E" AND LOTS 19-21.
5. NO ACCESS WILL BE ALLOWED ONTO 240TH STREET FROM LOT 1 AND LOTS 11-18.
6. STORM WATER MANAGEMENT BASIN AND SANITARY SEWER ACCESS EASEMENT.
7. TOTAL FINAL PLAT ACREAGE = 78.93 ACRES.
8. THE WEST LINE OF AUDITOR'S PARCEL 2021009 (THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SEC. 11, T10N-47N) IS ASSUMED TO BEAR NORTH 0°00'00" WEST.
9. DISTANCES ARE IN FEET AND DECIMALS THEREOF.
10. ERROR OF CLOSURE:  
SUBDIVISION BOUNDARY MEETS OR EXCEEDS 1:10,000  
EACH INDIVIDUAL LOT OR TRACT MEETS OR EXCEEDS 1:5,000

DATE OF SURVEY

SEPTEMBER 15, 2021

OWNER/SUBDIVIDER

PRATT REAL ESTATE MANAGEMENT INC.  
75 COMMERCIAL DRIVE #616  
NORTH LIBERTY, IA 52317

LEGEND

FEATURES  
X Rehab. Cap #14675  
w/Yellow Plastic Cap  
(Unless Otherwise Noted)  
X Rehab. Cap #22020  
w/Yellow Plastic Cap  
Monument by Silver-Hattery  
To be set post Jones Blvd. Corridor  
Platted Distance  
Measured Bearing & Distance  
Utility Easement  
Right-of-Way  
Easement Line  
X Section Line

REFERENCES

- (P) PLAT OF SURVEY AUDITOR'S PARCEL 2021009 - BOOK 64, PAGE 285
- (A) ACQUISITION PLAT - BOOK 6307, PAGE 142
- (A) ACQUISITION PLAT - BOOK 37, PAGE 90
- (A) PROPERTY SURVEY - BOOK 37, PAGE 91

| CURVE TABLE |            |         |            |                             |
|-------------|------------|---------|------------|-----------------------------|
| CURVE NO.   | Δ          | RADIUS  | ARC LENGTH | CHORD BEARING/LENGTH        |
| C1          | 89°12'12"  | 25.00'  | 38.92'     | 24.65' S44°40'47"E 35.11'   |
| C2          | 90°00'00"  | 25.00'  | 39.27'     | 25.00' N44°50'19"E 35.36'   |
| C3          | 59°43'05"  | 120.00' | 125.07'    | 68.89' S59°49'20"E 119.49'  |
| C4          | 2°19'54"   | 180.00' | 7.33'      | 3.66' N31°07'40"W 7.32'     |
| C5          | 14°00'34"  | 180.00' | 44.01'     | 22.12' N39°17'59"W 43.90'   |
| C6          | 14°00'34"  | 180.00' | 44.01'     | 22.12' N39°18'33"W 43.90'   |
| C7          | 14°00'34"  | 180.00' | 44.01'     | 22.12' N87°19'07"W 43.90'   |
| C8          | 19°48'16"  | 180.00' | 49.49'     | 24.90' N82°12'00"W 49.34'   |
| C9          | 90°00'00"  | 25.00'  | 39.27'     | 25.00' N45°04'11"W 35.36'   |
| C10         | 90°42'08"  | 25.00'  | 25.30'     | N45°19'13"E 35.60'          |
| C11         | 50°06'52"  | 150.00' | 157.38'    | 86.80' S50°01'47"E 150.26'  |
| C12         | 7°37'34"   | 180.00' | 23.96'     | 12.00' S70°42'10"W 23.94'   |
| C13         | 5°09'36"   | 258.96' | 23.31'     | 11.66' N2°11'03"W 23.30'    |
| C14         | 80°32'18"  | 25.00'  | 39.50'     | 25.24' S43°13'46"W 35.52'   |
| C15         | 80°27'41"  | 25.00'  | 39.03'     | 24.77' S44°48'19"E 35.19'   |
| C16         | 80°33'14"  | 25.00'  | 39.51'     | 25.24' N44°14'17"W 35.53'   |
| C17         | 89°35'13"  | 25.00'  | 39.08'     | 24.82' N44°41'32"W 35.23'   |
| C18         | 80°23'52"  | 25.00'  | 39.44'     | 25.17' N41°18'01"E 35.48'   |
| C19         | 123°19'43" | 150.00' | 322.87'    | 278.16' S61°44'32"E 264.05' |
| C20         | 25°19'26"  | 150.00' | 66.30'     | 33.70' S17°18'05"E 65.76'   |

| LINE TABLE |             |             |
|------------|-------------|-------------|
| LINE #     | LENGTH (FT) | DIRECTION   |
| L1         | 20.00       | N89°22'53"W |
| L2         | 132.00      | S00°02'23"E |
| L3         | 20.00       | N89°34'14"W |
| L4         | 20.00       | N89°34'14"W |
| L5         | 28.83       | S68°08'49"E |
| L6         | 29.98       | S70°00'41"W |
| L7         | 138.44      | N03°43'27"E |
| L8         | 548.50      | N00°00'00"E |
| L9         | 153.79      | N69°00'00"E |
| L10        | 159.24      | S41°40'30"E |
| L11        | 169.76      | S54°15'10"E |
| L12        | 158.35      | N45°28'35"E |
| L13        | 176.93      | N15°51'18"E |
| L14        | 181.79      | N40°46'18"E |
| L15        | 106.68      | N18°12'18"E |
| L16        | 162.10      | N40°46'18"E |
| L17        | 42.41       | N15°23'03"W |
| L18        | 14.91       | N81°37'09"E |
| L19        | 31.56       | N40°38'33"W |
| L20        | 160.92      | S61°30'20"W |
| L21        | 35.42       | N00°57'01"E |
| L22        | 75.35       | S89°02'58"E |
| L23        | 34.78       | S00°57'01"W |
| L24        | 35.00       | N00°04'59"W |

PLAT APPROVED BY: THE CITY OF NORTH LIBERTY

CITY CLERK: DATE:

UTILITY EASEMENTS APPROVED BY:

ALLIANT ENERGY: DATE:

WISCONSIN: DATE:

JOHNSON COUNTY REC.: DATE:

JOHNSON COUNTY ENERGY: DATE:

SOUTH SLOPE COOPERATIVE TELEPHONE CO.: DATE:

I hereby certify that this land surveying document was prepared by me or under my direct supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

WALTER T. HURLBUTT, P.L.S. Date: 2020

License Number: 20200

My License Renewal Date is December 31, 2023

Pages or sheets covered by this seal: THIS SHEET ONLY

Project No. 2021100

Sheet 1 OF 1

SOLOMON'S LANDING - PART ONE

AUDITOR'S PARCEL 2021009

SNYDER & ASSOCIATES, INC.

NORTH LIBERTY, JOHNSON COUNTY, IOWA

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

| # | #                         | #        | #   |
|---|---------------------------|----------|-----|
| # | CHANGES PER CITY COMMENTS | 10/21/22 | WTH |
| # | CHANGES PER CITY COMMENTS | 10/17/22 | WTH |
| # | CHANGES PER CITY COMMENTS | 10/13/22 | WTH |

MAIN: REVISION DATE BY

Engineer: TC Checked By: TWF Scale: 1" = 100'

Technician: WTH Date: 07-28-2022 11-S: 000000000

Project No. 120.1100

Sheet 1 OF 1

Bond No. . tbd

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That BEN HUR CONSTRUCTION, PROFESSIONAL CORPORATION as principal  
and LIBERTY MUTUAL INSURANCE COMPANY as surety are  
held and firmly bound unto the CITY OF NORTH LIBERTY, IOWA  
and SOLOMON HOLDINGS, LIMITED LIABILITY COMPANY as owner(s)  
in the penal sum of

Three Million Three Hundred Thousand and 00/100 Dollars (\$ 3,300,000.00),  
to the payment of which, well and truly to be made, the principal and surety bind themselves, their and  
each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by  
these presents.

Signed, sealed and dated this \_\_\_\_\_ day of October, 20 22.

WHEREAS, the principal has entered into a certain written contract, dated the \_\_\_\_\_ day of  
October, 20 22, with the owner(s) for: Solomon's Landing - Phase 1 -  
Public Improvements (Site Utilities and Paving) Between Penn Street and 240th, North Liberty, Iowa

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above  
bounded principal shall indemnify the owner(s) from and against any and all loss or damage directly  
arising by reason of the failure of the principal to perform faithfully said contract, as well as against any  
and all direct loss which the owner(s) may sustain by reason of any mechanic's lien or liens that may be  
finally established against said improvements and the ground upon which constructed, for work done  
and/or materials furnished in and about the performance of said contract, then this obligation shall be  
void, otherwise of full force and effect.

This bond is executed and accepted upon the following express conditions precedent:

1. It is understood by the principal and surety that this bond is being furnished to the City of  
North Liberty in order to ensure the completion of the improvements stated hereinbefore; it is  
therefore understood that any defenses that the principal and surety may assert against  
SOLOMON HOLDINGS, LIMITED LIABILITY COMPANY  
\_\_\_\_\_, in any action which might be brought against the principal or surety by the City of  
North Liberty for failing to complete the improvements as required, shall not be deemed to bar the  
City of North Liberty right to recovery hereunder.
2. That if the principal shall abandon said contract or be lawfully compelled by reason of a  
default to cease operations there under, the surety shall have the right at its option to  
complete said contract or to sublet the completion thereof.

3. That the owner(s) shall notify the surety by registered letter, addressed and mailed to its home office, of any breach of said contract within a reasonable time after such breach shall have come to the knowledge of the owner, architect or engineer.

WITNESS THEREOF:

BEN HUR CONSTRUCTION, PROFESSIONAL CORPORATION

By: \_\_\_\_\_  
Principal

LIBERTY MUTUAL INSURANCE COMPANY

By: \_\_\_\_\_  
Surety Attorney-In-Fact

CITY OF NORTH LIBERTY, IOWA

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

SOLOMON HOLDINGS, LIMITED LIABILITY COMPANY

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

### CORPORATE ACKNOWLEDGMENT

State of \_\_\_\_\_ )  
 ) ss  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and that said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public \_\_\_\_\_ County, \_\_\_\_\_  
My commission expires \_\_\_\_\_

### SURETY ACKNOWLEDGMENT

State of \_\_\_\_\_ )  
 ) ss  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, before me appeared \_\_\_\_\_, to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of \_\_\_\_\_, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and that said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public \_\_\_\_\_ County, \_\_\_\_\_  
My commission expires \_\_\_\_\_





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8204826 - 8204826**

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Barbara Pannier; Catherine L. Geimer; Christina Baratti; Eric D. Sauer; Jennifer Williams; Salena Wood; Susan R. Schwartz; Thomas U. Krippene

all of the city of Saint Louis state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of February, 2021.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 9th day of February, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

**Resolution No. 2022-115**

**RESOLUTION APPROVING THE FINAL PLAT AND ACCEPTING  
IMPROVEMENTS FOR SOLOMON'S LANDING PART ONE NORTH  
LIBERTY, IOWA**

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

**WHEREAS**, the owner and developer, Pratt Real Estate Management, Inc, ("Owner") has filed with the City Clerk a final plat for the property described in Exhibit A, which is attached hereto and made a part hereof;

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

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

**WHEREAS**, provisions for the construction of public improvements have been satisfied in accordance with Chapter 180.11(8)(A)(2) of the City of North Liberty; and

**NOW, THEREFORE, BE IT RESOLVED** that the final plat of Solomon's Landing Part One, as shown on the final plat is hereby approved and accepted.

**BE IT FURTHER RESOLVED** that the Mayor and City Clerk shall be empowered to execute the performance bond provided by Owner.

**APPROVED AND ADOPTED** this 25th day of October, 2022.

CITY OF NORTH LIBERTY:

---

CHRIS HOFFMAN, MAYOR

ATTEST:

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

---

TRACEY MULCAHEY, CITY CLERK

## **Exhibit A – Legal Description of Property**

Auditor's Parcel 2021009, Plat of Survey recorded in Book 64, Page 285 at the Johnson County Recorder's Office, Johnson County, Iowa.





# **The Evermore Part Two**

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

**DEVELOPER'S AGREEMENT  
THE EVERMORE PART TWO**

THIS AGREEMENT, made by and between the City of North Liberty, Iowa, a municipal corporation, hereinafter referred to as "City," and DERS 380 LLC and MOYNA NORTH LLC, hereinafter referred to as "Developer."

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

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

Commencing at the Center of Section 22, Township 80 North, Range 7 West, of the Fifth Principal Meridian, North Liberty, Johnson County, Iowa; Thence N00°44'30"W, along the the West Line of the West One-Half of the Northeast Quarter of said Section 22, a distance of 204.37 feet, to the Point of Beginning; Thence N00°44'30"W, along said West Line, 1509.16 feet; Thence N89°15'30"E, 50.00 feet; Thence Northeasterly, 23.56 feet, along a 15.00 foot radius curve, concave Southeasterly, whose 21.21 foot chord bears N44°15'23"E; Thence N89°15'16"E, 138.37 feet; Thence N86°57'50"E, 150.12 feet; Thence N89°15'16"E, 82.91 feet; Thence S00°44'44"E, 268.96 feet; Thence S28°45'39"W, 644.68 feet; Thence S89°15'30"W, 68.82 feet; Thence S00°44'30"E, 214.51 feet; Thence Southeasterly, 23.56 feet, along a 15.00 foot radius curve, concave Northeasterly, whose 21.21 foot chord bears

S45°44'37"E; Thence N89°15'16"E, 138.34 feet; Thence N88°27'18"W, 31.17 feet; Thence Northeasterly, 101.20 feet, along a 167.47 foot radius curve, concave Northwesterly, whose 99.66 foot chord bears N74°23'11"E; Thence S35°20'17"E, 175.74 feet; Thence S19°21'19"E, 289.53 feet, to a Point on the North Right-of-Way Line of Relocated Forevergreen Road; Thence S67°39'47"W, along said North Right-of-Way Line, 186.75 feet; Thence S82°46'23"W, along said North Right-of-Way Line, 206.68 feet; Thence S89°38'44"W, along said North Right-of-Way Line, 89.99 feet; Thence N54°48'13"W, along said North Right-of-Way Line, 26.10 feet; Thence S89°38'57"W, 33.00 feet, to the Point of Beginning. Said The Evermore Part Two contains 11.38 Acres, and is subject to easements and restrictions of record.

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

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

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

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

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

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

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

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

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

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

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

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

B. Public Improvement Standards.

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

grading; underground utilities; setting for lot and block monuments; and surveying and staking.

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

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

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

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

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

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

5. The Developer shall submit a storm water management plan that will identify the drainage of this development and specify the manner in which storm water, drainage and runoff will be accommodated. The Developer agrees to dispose

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

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

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

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

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

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

2. The Developer shall provide temporary hard surfacing of Jasper Road at its own expense, in accordance with approved construction plans as well as dust control and other maintenance criteria established by Johnson County. No subdivision improvements within the Evermore Subdivision except for Lot 1 and Outlot A will be considered by the City, and no building permits will be issued for any lot other than Lot 1 until the Forevergreen Road and Jasper Avenue intersection roundabout and permanent improvements to Jasper Avenue have been completed to the north property line of the subdivision.

3. Apportionment of Costs. The development fees and costs set out in subparagraph 4 below represent the proportionate costs based on the acreage of this phase relative to the total acreage of all future phases of The Evermore (11.38 acres out of a total 53.95 acres, or 21.09% of the final costs).

4. The developer shall pay the following costs:

a) West Trunk Sewer Tap-on: \$13,984 (\$1,229 per acre x 53.95 acres x 21.09%).

b) Southwest Growth Utilities: \$97,260 (\$8,548 per acre x 53.95 acres x 21.09%)

c) Jasper Avenue Fees. A road construction fee of \$169,423 (\$2,410,000 x 1/3 cost share x 21.09%)

d) Forevergreen and Jasper Intersection Fees. An intersection construction fee of \$103,528 (\$4,418,000 x 1/3 North Liberty share x 1/3 cost share x 21.09%).

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

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

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

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

F. Developer's Obligations. Nothing in this Agreement shall be construed to impose a requirement on the City to install the original public improvements at issue herein, nor shall

the Developer be deemed to be acting as the City's agent during the original construction and installation of the above-described improvements. The parties agree that the obligation to install the above-described public improvements herein shall be in accordance with the plans and specifications drafted by the Developer and subject to the approval of the City. Furthermore, the obligations shall remain on the Developer until completion by the Developer and until acceptance by the City, as provided by law.

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

B. In the event of default by the Developer regarding any work to be performed by the Developer under this Agreement, the City may, at its option, perform the work and bill the Developer for said work. The Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City,

is first given written notice of the work in default, and has not cured such default within fourteen (14) days of such notice. This Agreement is an authorization for the City to act, and it shall not be necessary for the City to seek a court order for permission to enter upon the property. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part against all of the property located in the subdivision.

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

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

#### **SECTION 12. FEES.**

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

#### **SECTION 13. TIME OF PERFORMANCE.**

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

#### **SECTION 14. MISCELLANEOUS.**

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

- B. Third parties shall have no recourse against the City under this Agreement.
- C. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits, occupancy permits or other permits.
- D. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- E. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers must be in writing, signed by both parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or a release.
- F. Except as hereinafter provided, the Developer may not assign this Agreement or the obligations imposed by this Agreement without the written permission of the City Council or as otherwise provided in this Agreement. This restriction shall not apply to another entity solely owned and controlled by the members of the Developer, which assignment shall not serve to release Developer from the obligations undertaken hereunder.
- G. The Developer's obligations under this Agreement shall continue in full force and effect even if the Developer sells a portion of the subdivision, the entire platted area, or any part thereof.
- H. No building or occupancy permits will be issued until all public improvements have been constructed in accordance with applicable standards and formally accepted by the City. Notwithstanding the foregoing, the Developer may transfer the ownership of all outlots within the subdivision to a homeowners association, which shall assume the obligation to maintain and repair the stormwater detention facility and other infrastructure on said outlots located (*or other*) thereon, and Developer shall be released from any further liability or responsibility to repair or maintain the infrastructure on said outlots.
- I. The Developer shall take out and maintain a public liability and property damage insurance policy covering personal injury, including death, and claims for property damage which may arise out of the Developer's work or the work of its subcontractors or by one directly or indirectly employed by any of them.
- J. The Developer shall record any restrictive or protective covenants for the subdivision. A copy of the recorded restrictive or protective covenants will be provided to the City.

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

**SECTION 15. NOTICES.**

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

DERS 380 LLC / MOYNA NORTH LLC  
c/o Matt Hektoen  
115 3<sup>rd</sup> St. SE, Suite 1200  
Cedar Rapids, IA 52401-1266

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

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

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

**SECTION 16. SUCCESSORS AND ASSIGNS.**

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

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

CITY OF NORTH LIBERTY, IOWA

DERS 380, L.L.C.

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

By:  \_\_\_\_\_  
Scott A. Andersen, Manager

MOYNA NORTH, LLC

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

By: John P. Moyna  
John P. Moyna, Manager

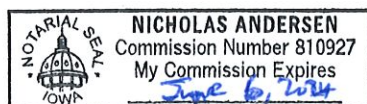
STATE OF IOWA, JOHNSON COUNTY: ss

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 \_\_\_\_\_, 2021; and that Chris Hoffman and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

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

STATE OF IOWA, JOHNSON COUNTY: ss

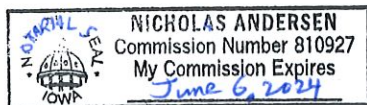
This instrument was acknowledged before me on this 18<sup>th</sup> day of October, 2022, by Scott Andersen as Manager of DERS 380, L.L.C.



Nicholas Andersen  
Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this 18<sup>th</sup> day of October, 2022, by John P. Moyna as Manager of Moyna North, L.L.C.



Nicholas Andersen  
Notary Public in and for the State of Iowa

**Resolution No. 2022-116**

**A RESOLUTION APPROVING THE DEVELOPER'S  
AGREEMENT FOR THE EVERMORE PART TWO, NORTH  
LIBERTY, IOWA**

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

**WHEREAS**, the terms and conditions for the development of The Evermore Part Two have been set forth in an Agreement between the City of North Liberty and DERS 380 LLC and MOYNA NORTH LLC, and

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

**NOW, THEREFORE, BE IT RESOLVED** that that the Development Agreement between the City of North Liberty and DERS 380 LLC and MOYNA NORTH LLC is approved for The Evermore Part Two, North Liberty, Iowa

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

**APPROVED AND ADOPTED** this 25th day of October, 2022.

**CITY OF NORTH LIBERTY:**

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CHRIS HOFFMAN, MAYOR

ATTEST:

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

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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

**STORM WATER MANAGEMENT FACILITY  
MAINTENANCE AGREEMENT AND EASEMENT  
THE EVERMORE PART TWO**

THIS AGREEMENT, made by and between the City of North Liberty, Iowa, a municipal corporation, hereinafter referred to as "City," and DERS 380 LLC and Moyna North LLC hereinafter referred to as "Owner."

**SECTION 1. REQUEST FOR STORMWATER MANAGEMENT FACILITY MAINTENANCE AGREEMENT.**

A. The Owner has requested that the City approve this Storm Water Management Facility Maintenance Agreement and Easement with respect to the real estate situated in North Liberty, Johnson County, Iowa, upon which the stormwater management facilities for The Evermore Part Two will be constructed, which are designated as "Outlot A" on the final plat of the Evermore Part Two subdivision. (the "Facilities"):

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

1. The Owner has full ownership and control of the real estate described above;
2. The Owner, for the purposes of this Agreement, includes the current owner of the property described above; any successor owners, assigns, and heirs of the original Owner, and any other person or party determined to be a "responsible person" as defined in Chapter 156, City of North Liberty Code of Ordinances, or any successor ordinance thereto.
3. This Agreement is required by and shall be enforced pursuant to Chapter 156, City of North Liberty Code of Ordinances, or any successor ordinance thereto, and the Iowa Storm Water Management Manual, or any successor manual thereto.



## **SECTION 2. CONDITIONS OF APPROVAL OF AGREEMENT.**

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

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

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

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

1. Maintain all sediment and erosion control measures until turf sod is fully established and or all construction activities on the site have been completed. This shall be done monthly or after all rainfall events.
2. Inspect, clean, and remove debris from the inlet and outlet structures. Inspect low-flow orifices in ED basins. This shall be done monthly or after rain events of 1.25" or larger.
3. Look for signs of sediment accumulation, flow channelization, erosion damage, local streambank instability. Check the outfall for signs of surface erosion, seepage or tunneling along outfall pipe. This shall be done annually or after rain events of 1.25" or larger.
4. Inspect forebays and other pretreatment areas at least twice annually.
5. Mow the side slopes of the basin. This shall be done as needed.
6. Inspect for unwanted animals such as muskrats, beaver, woodchuck, skunks, and burrowing type animal that can comprise the side banks by creating burrows. This will be done annually. Contact a licensed and insured professional to remove pest as needed.
7. Inspect for damage, paying particular attention to the inlet and outlet structures. This will be done annually.
8. Note any signs of hydrocarbon buildup and remove accordingly, this shall be done annually.
9. Repair undercut or eroded areas. This will be done when observed.
10. Inspect for invasive vegetation and remove where possible, this shall be done annually.
11. Storm Sewers: inspect for clogging or collapsed pipe. This shall be done annually, clean and repair as needed.

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

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

#### **SECTION 4. MAINTENANCE AND REPAIR; EASEMENT.**

The Owner grants to the City an easement for access to the Facilities over and across the areas designated "Stormwater Facilities Access" and "Stormwater Facility" on the attached Exhibit A at reasonable times for periodic inspection by City or City's designee to ensure that the Facilities are maintained in proper working condition to meet City Storm Water requirements and, if necessary, and for maintenance and repair of the Facilities in accordance with the terms of this Agreement.

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

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

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

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

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

#### **SECTION 5. INSPECTION OF FACILITIES.**

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

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

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

## **SECTION 7. FAILURE TO MAINTAIN STORM WATER MANAGEMENT FACILITIES.**

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

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

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

## **SECTION 8. ENFORCEMENT AND APPEALS.**

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

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

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

#### **SECTION 9. OWNER'S OBLIGATION AND CITY ACTIONS.**

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

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

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

#### **SECTION 10. FEES.**

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

#### **SECTION 11. NOTICES.**

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

DERS 380 LLC / MOYNA NORTH LLC  
c/o Matt Hektoen  
115 3<sup>rd</sup> St. SE, Suite 1200  
Cedar Rapids, IA 52401-1266

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

new owner shall maintain current contact information on file with the City.

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

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

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

**SECTION 12. SUCCESSORS AND ASSIGNS.**

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

[remainder of page intentionally left blank]

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

CITY OF NORTH LIBERTY, IOWA

DERS 380, L.L.C.

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

By: [Signature]  
Scott A. Andersen, Manager

MOYNA NORTH, LLC

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

By: [Signature]  
John P. Moyna, Manager

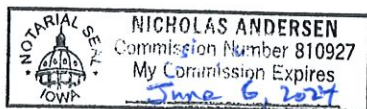
STATE OF IOWA, JOHNSON COUNTY: ss

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Chris Hoffman and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation; and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. \_\_\_\_\_ of the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2022; and that Chris Hoffman and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa  
My Commission Expires: \_\_\_\_\_

STATE OF IOWA, JOHNSON COUNTY: ss

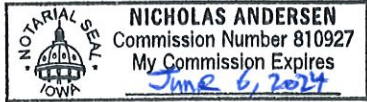
This instrument was acknowledged before me on this 18<sup>th</sup> day of October, 2022, by Scott Andersen as Manager of DERS 380, L.L.C.



[Signature]  
Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this 18<sup>th</sup> day of October, 2022, by John P. Moyna as Manager of Moyna North, L.L.C.



*Nicholas Andersen*

Notary Public in and for the State of Iowa

NORTH QUARTER CORNER  
OF  
SECTION 22-T80N-R7W  
OF THE FIFTH P.M.  
FOUND 5\B" REBAR OVER S  
BOOK 45 AT PAGE 105

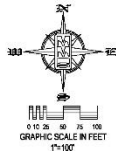
### LEGEND AND NOTES

|  |                                                                                                                     |
|--|---------------------------------------------------------------------------------------------------------------------|
|  | - CONGRESSIONAL CORNER POINT                                                                                        |
|  | - PROPERTY CORNERS PINNED AS NODES                                                                                  |
|  | - PROPERTY CORNERS SET<br><small>(Set from file or window, please 15 Cap<br/>         entered under "TIME")</small> |
|  | - LOT W                                                                                                             |
|  | - PROPERTY AIR BOUNDARY LINES                                                                                       |
|  | - CONGRESSIONAL SECTION ON LINES                                                                                    |
|  | - CITY LIMITS                                                                                                       |
|  | - LOT LINES INTERNAL                                                                                                |
|  | - LINES PLATTED OR BY DEED                                                                                          |
|  | - EASEMENT LINES WITH A PURPOSE NOTED                                                                               |
|  | - EXCLUDED EASEMENT LINES, PURPOSE NOTED                                                                            |
|  | - WINDOW BUILDING REFERENCE LINES                                                                                   |
|  | - RECORDED DIMENSIONS                                                                                               |
|  | - CURVE SEGMENT NUMBER                                                                                              |

UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDRETHS

| CURVE SEGMENT TABLE |           |         |         |         |       |
|---------------------|-----------|---------|---------|---------|-------|
| CURVE               | DELTA     | RADIUS  | LENGTH  | TANGENT | CHORD |
| C1                  | 89°59'46" | 15.00'  | 23.55'  | 15.00'  | 21.2  |
| C2                  | 34°37'30" | 232.43' | 140.47' | 72.45'  | 138.5 |
| C10                 | 34°35'34" | 200.00' | 120.75' | 62.28'  | 118.9 |

| LINE SEGMENT TABLE |        |             |
|--------------------|--------|-------------|
| LINE               | LENGTH | BEARING     |
| L1                 | 58.00  | N89°38'44"E |
| L2                 | 31.99  | N89°38'44"E |

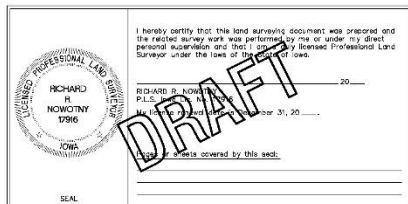


| AREA SUMMARY TABLE |             |             |
|--------------------|-------------|-------------|
| 1/4 - 1/4          | AREA        | AREA IN ROW |
| NW - NE            | 3.36 ACRES  | 0.45 ACRES  |
| SW - NE            | 7.40 ACRES  | 1.81 ACRES  |
| TOTAL              | 11.38 ACRES | 2.26 ACRES  |

|       |                                      |
|-------|--------------------------------------|
|       | FOUND PROPERTY MONUMENTATION TABLE   |
| LABEL | DESCRIPTION                          |
| 1     | FOUND 5/8" REBAR W/ ALUMINUM DOT CAP |

|       | FOUND PROPERTY MONUMENTATION TABLE                        |
|-------|-----------------------------------------------------------|
| LABEL | DESCRIPTION                                               |
| ②     | EXISTING 6'60" WIDE UTILITY EASEMENT BOOK 0005 AT PAGE #4 |
| ③     | 15.00 FOOT WIDE PUBLIC UTILITY EASEMENT                   |

DESCRIPTION - THE EVERMORE PART TWO

[illegible]

Signed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public, in and for the State of Iowa.

|                                       |       |
|---------------------------------------|-------|
| PLAN/PLAN APPROVED BY:                |       |
| CITY OF NORTH LIBERTY                 |       |
| 610 CLEW                              | DATE: |
| UTILITY EASEMENTS APPROVED BY:        |       |
| MIDAMERICAN ENERGY                    | DATE: |
| MEDACON                               | DATE: |
| LINN COUNTY R.E.C.                    | DATE: |
| SOUTH SLOPE COOPERATIVE TELEPHONE CO. | DATE: |

|                                                                 |           |
|-----------------------------------------------------------------|-----------|
| NORTH LIBERTY<br>JOHNSON COUNTY<br>IOWA<br>MMS CONSULTANTS, INC |           |
| Totals                                                          |           |
| Designed by:                                                    | KJB       |
| Drawn by:                                                       | RW        |
| Checked by:                                                     | RN        |
| Project No:                                                     | IOWA CITY |
| 6385-046                                                        |           |
| 10-06-2022                                                      |           |
| -plus book no.                                                  |           |
| Scale:                                                          | 1"=10'    |
| Sheet No:                                                       | 1         |
| 1                                                               |           |
| of:                                                             | 1         |

FINAL PLAT

THE EVERMORE  
PART TWO

---

**LAND PLANNERS  
LAND SURVEYORS  
LANDSCAPE ARCHITECTS  
ENVIRONMENTAL SPECIALISTS**

1917 S. GILBERT ST.  
IOWA CITY, IOWA 52242  
(319) 361-8282  
[www.mrnsconlandt.com](http://www.mrnsconlandt.com)





**Resolution No. 2022-117**

**RESOLUTION APPROVING THE STORM WATER  
MANAGEMENT FACILITIES MAINTENANCE  
AGREEMENT AND EASEMENT BETWEEN THE CITY OF  
NORTH LIBERTY AND DERS 380 LLC AND MOYNA  
NORTH LLC THAT ESTABLISHES THE TERMS AND  
CONDITIONS UNDER WHICH STORMWATER  
MANAGEMENT FACILITIES WILL BE MAINTAINED FOR  
THE EVERMORE PART TWO IN THE CITY OF NORTH  
LIBERTY, IOWA**

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

**WHEREAS**, the terms and conditions for the maintenance of the storm water management facilities for The Evermore Part Two have been set forth in an Agreement between the City of North Liberty ("City") and DERS 380 LLC and Moyna North LLC ("Owners");

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

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

**APPROVED AND ADOPTED** this 25th day of October, 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



# **County Road Maintenance Agreement**

**Resolution No. 2022-118**

**A RESOLUTION MODIFYING SHARED ROAD  
MAINTENANCE RESPONSIBILITIES BETWEEN  
JOHNSON COUNTY, IOWA, AND THE CITY OF NORTH  
LIBERTY, IOWA**

**WHEREAS**, the City of North Liberty, Iowa (the "City") and Johnson County, Iowa (the "County") have an existing agreement concerning road maintenance which was entered into by and among them and filed with the Iowa Secretary of State on April 25, 2016 (the 28E Agreement); and

**WHEREAS**, said 28E Agreement contains two exhibits, A and B, (the "Exhibits") which describe the particular roads and kinds of maintenance to be performed by the City and the County; and

**WHEREAS**, the 28E Agreement provides that the City and the County may from time to time, by resolution, amend the Exhibits to reflect any changes they may wish to enact without modifying the underlying 28E Agreement; and

**WHEREAS**, the City and the County have reached a mutual agreement on proposed changes to the Exhibits;

**NOW, THEREFORE, BE IT RESOLVED** that Exhibits A and B in the 28E Agreement between Johnson County, Iowa, and the City of North Liberty Iowa which became effective on April 25, 2016, are hereby stricken and replaced with the attached Exhibits A and B, effective as of the last date by which the City and County have each passed resolutions approving such replacement.

**BE IT FURTHER RESOLVED** that the Mayor and City Clerk are hereby authorized and directed to replace the existing Exhibits A and B with those attached to this resolution in all copies of the 28E Agreement maintained by the City.

**APPROVED AND ADOPTED** this 25th day of October, 2022.

**CITY OF NORTH LIBERTY:**

---

CHRIS HOFFMAN, MAYOR

ATTEST:

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

---

TRACEY MULCAHEY, CITY CLERK

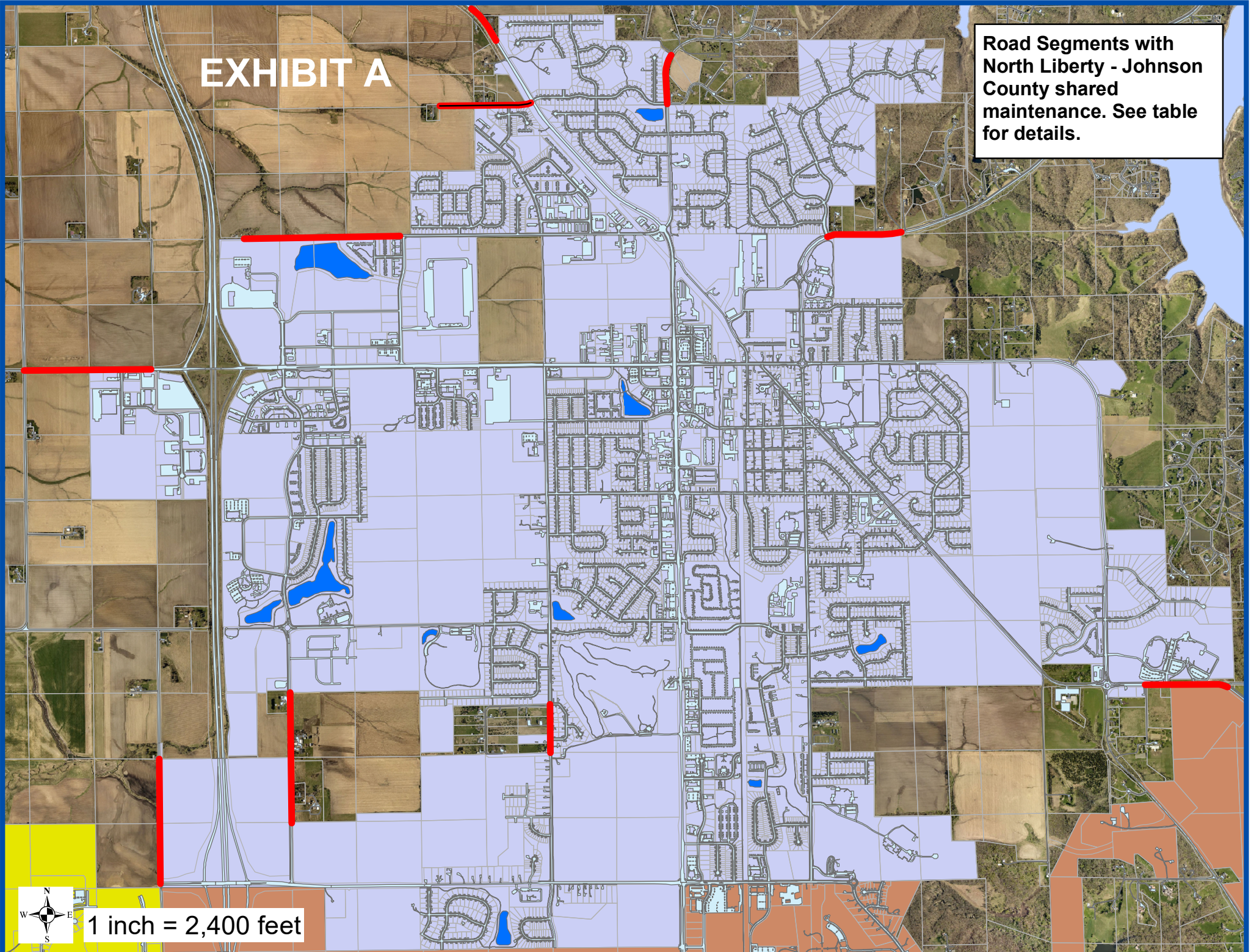


# EXHIBIT A

Road Segments with  
North Liberty - Johnson  
County shared  
maintenance. See table  
for details.



1 inch = 2,400 feet



## EXHIBIT B

| North Liberty – Johnson County Maintenance Agreement Revised Oct./Nov. 2022 |                                                            |                |                |                |                                                             |
|-----------------------------------------------------------------------------|------------------------------------------------------------|----------------|----------------|----------------|-------------------------------------------------------------|
| Street                                                                      | Location                                                   | Snow Plowing   | Mowing         | Signs          | Notes                                                       |
| 230th St NE                                                                 | West of 965 to west end of the road                        | North Liberty  | North Liberty  | North Liberty  | ¼ lane mi in North Liberty, ½ lane mile in Johnson County   |
| 240th St NE                                                                 | West of Alexander Way to the west end of the road          | North Liberty  | North liberty  | North Liberty  | South half in North Liberty, north half in Johnson County   |
| 965 north                                                                   | City limit to Hendershot Road                              | Johnson County | Johnson County | Johnson County | Turn around locations vary for City and County snow plowing |
| Dubuque St                                                                  | North and west of 275 <sup>th</sup>                        | North Liberty  | North Liberty  | North Liberty  | Mixed ROW. Some in Johnson County, some in Coralville       |
| Jasper Ave (Paved)                                                          | North of Forevergreen Rd                                   | North Liberty  | North Liberty  | North Liberty  | East half in North Liberty, west half in Johnson County     |
| Jasper Ave (Gravel)                                                         | North of paved segment north of Forevergreen Rd            | Johnson County | Johnson County | Johnson County | East half in North Liberty, west half in Johnson County     |
| Jones Blvd                                                                  | Adjacent to Chipman subdivision                            | North Liberty  | North Liberty  | North Liberty  | 4 of 5 fronting lots are in County                          |
| Kansas Ave                                                                  | Between St Andrews and Forevergreen Rd                     | North Liberty  | North Liberty  | North Liberty  | ¾ lane mile in County, 1.75 lane mile in North Liberty      |
| Mehaffey Bridge Rd                                                          | Cedar Springs Drive to 1/4 mi. east                        | Johnson County | Johnson County | Johnson County | South half in North Liberty, north half in Johnson County   |
| Penn St                                                                     | West of Interstate 380 to James Ave NW                     | North Liberty  | North Liberty  | North Liberty  | ¼ lane mile in North Liberty, ¾ in Johnson County           |
| Scales Bend Rd                                                              | Pheasant Ct. north to City limit sign on west side of road | Johnson County | Johnson County | Johnson County | East half in Johnson County, west half in North Liberty     |



## **Additional Information**



To North Liberty Mayor and City Council Members  
CC Ryan Heiar, City Administrator  
From Brian Platz, Fire Chief  
Date October 20<sup>th</sup>, 2022  
Re Fire Department Report to Council – October 2022

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As indicated in my September report, fire department staff have been diligently working to administratively catch up following our recent uptick of building fires. That effort resulted in our ability to update our year-to-date statistical analysis, which is paired with this memo. I'd like to point out one element of that report, located on page two, the second segment which is the turnout statistics. The bottom two lines of this segment refer to the 90<sup>th</sup> percentile of turnout time for both the part time and paid per call groups. For two months in a row, we've seen a reduction in turnout time for paid per call (volunteers) members, 3:43 and 3:40 respectively. In fact, this is the first time we've seen the year-to-date figure dip below five minutes. We believe this is largely attributed to the new duty crew program and ensuring we have members in the station as often as possible. In short, the program is working.

The department is working diligently to exercise the recent Staffing for Adequate Fire and Emergency Response (SAFER) Grant award. The position vacancy announcement has been pushed out by human resources and the application process will remain open until November 11<sup>th</sup>. The goal is to hire these full-time positions in early February of 2023.

We continue to work on securing land for a second fire station. As you're aware, we've targeted a three-acre parcel on the north side of St. Andrews Drive, directly across from Centennial Park near the Harvest Estates neighborhood. Members of the community were invited to attend a Good Neighbor Meeting at the fire station on October 17<sup>th</sup>. Many neighbors within the Harvest Estates neighborhood provided various concerns, some offering suggestions. I wanted to reassure you and the entire council that all of our research to date indicates St. Andrews Drive to be the best location for deployment on the west side of town. As we evaluate information from the Insurance Services Office, as well as the National Fire Protection Association, considering both travel time analysis and distance modeling, targeting property on this roadway is the prime location for a west side fire station. This location is appropriate to provide coverage to the entire southwestern section of the city. This location would also allow the west side station to back up the current fire station as the department continues to get busier. In addition, this location sets the stage for a third fire station north of Penn Street, maximizing coverage as the city grows many years in the future.

While the addition of a second station will provide service redundancy and decreased response times, we also understand that there are concerns within the community. It's my hope that we can come to some type of understanding or resolution to ensure that this project moves forward so that we can better serve the community. Thanks to you all for your past assistance as well as your ongoing support.





# North Liberty Fire Department 2022 Monthly/YTD Response Report

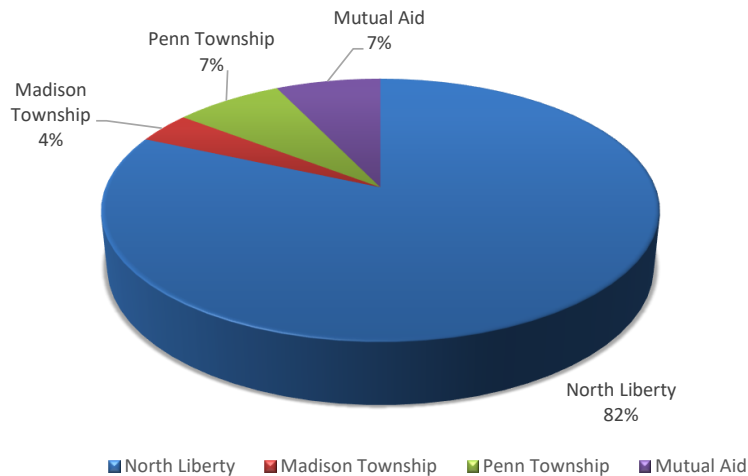
## North Liberty Fire Department Responses By Fire District

|                        | January    | February   | March      | April      | May        | June       | July       | August     | September  | October | November | December | Year To Date | Percent To Date |
|------------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|---------|----------|----------|--------------|-----------------|
| North Liberty          | 106        | 112        | 81         | 105        | 125        | 127        | 107        | 121        | 106        |         |          |          | 990          | 81.62%          |
| Madison Township       | 3          | 2          | 3          | 7          | 6          | 7          | 13         | 1          | 4          |         |          |          | 46           | 3.79%           |
| Penn Township          | 7          | 8          | 12         | 11         | 15         | 13         | 4          | 14         | 6          |         |          |          | 90           | 7.42%           |
| Mutual Aid             | 8          | 8          | 7          | 13         | 9          | 11         | 15         | 9          | 7          |         |          |          | 87           | 7.17%           |
| <b>Total Responses</b> | <b>124</b> | <b>130</b> | <b>103</b> | <b>136</b> | <b>155</b> | <b>158</b> | <b>139</b> | <b>145</b> | <b>123</b> |         |          |          | <b>1213</b>  |                 |

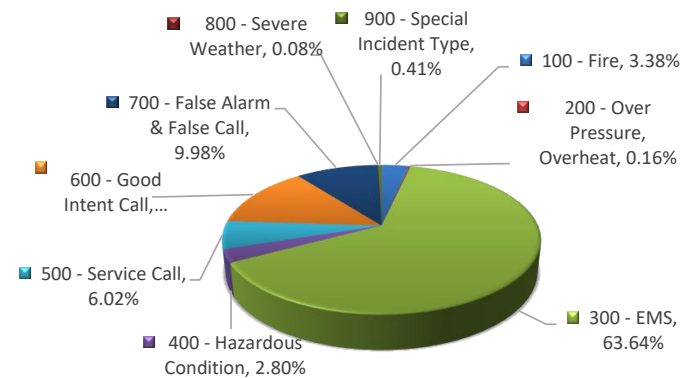
## North Liberty Fire Department Responses By Type of Incident

|                                | January    | February   | March      | April      | May        | June       | July       | August     | September  | October | November | December | Year To Date | Percent To Date |
|--------------------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|---------|----------|----------|--------------|-----------------|
| 100 - Fire                     | 3          | 6          | 4          | 3          | 6          | 4          | 7          | 1          | 7          |         |          |          | 41           | 3.38%           |
| 200 - Over Pressure, Overheat  | 1          | 1          |            |            |            |            |            |            |            |         |          |          | 2            | 0.16%           |
| 300 - EMS                      | 77         | 77         | 68         | 84         | 102        | 110        | 82         | 94         | 78         |         |          |          | 772          | 63.64%          |
| 400 - Hazardous Condition      | 3          | 2          | 3          | 3          | 1          | 7          | 7          | 4          | 4          |         |          |          | 34           | 2.80%           |
| 500 - Service Call             | 10         | 8          | 5          | 7          | 11         | 5          | 8          | 14         | 5          |         |          |          | 73           | 6.02%           |
| 600 - Good Intent Call         | 14         | 25         | 15         | 19         | 20         | 14         | 21         | 19         | 17         |         |          |          | 164          | 13.52%          |
| 700 - False Alarm & False Call | 15         | 11         | 8          | 19         | 14         | 17         | 13         | 12         | 12         |         |          |          | 121          | 9.98%           |
| 800 - Severe Weather           |            |            |            |            |            |            | 1          |            |            |         |          |          | 1            | 0.08%           |
| 900 - Special Incident Type    | 1          |            |            | 1          | 1          | 1          |            | 1          |            |         |          |          | 5            | 0.41%           |
| <b>Total Responses</b>         | <b>124</b> | <b>130</b> | <b>103</b> | <b>136</b> | <b>155</b> | <b>158</b> | <b>139</b> | <b>145</b> | <b>123</b> |         |          |          | <b>1213</b>  |                 |

2022 District Responses YTD  
(Rounded Percentage)



2022 Type of Incidents YTD  
(Percentage)





# North Liberty Fire Department 2022 Monthly/YTD Response Report

## North Liberty Fire Department Response Statistics (All Incidents)

| North Liberty Fire Department Response Statistics (All Incidents) |         |          |       |       |       |      |       |        |           |         |          |          |                    | Year |
|-------------------------------------------------------------------|---------|----------|-------|-------|-------|------|-------|--------|-----------|---------|----------|----------|--------------------|------|
|                                                                   | January | February | March | April | May   | June | July  | August | September | October | November | December | To Date            |      |
| Total Responses for Month                                         | 124     | 130      | 103   | 136   | 155   | 158  | 139   | 145    | 123       | 0       | 0        | 0        | 1213               |      |
| Average Responders per Incident (Including Members at Station)    | 4.6     | 5.9      | 5.5   | 4.9   | 5.9   | 5.4  | 5.3   | 5.5    | 5.7       |         |          |          | 5.4                |      |
| # Incidents with 2 or less Responders                             | 25      | 14       | 11    | 14    | 16    | 10   | 15    | 4      | 9         |         |          |          | 118                |      |
| % Incidents with 2 or less Responders                             | 20.2%   | 10.8%    | 10.7% | 10.3% | 10.3% | 6.3% | 10.8% | 2.8%   | 7.3%      |         |          |          | 9.7%               |      |
| # Incidents with No NLFD Response                                 | 0       | 0        | 0     | 0     | 0     | 0    | 0     | 0      | 1         |         |          |          |                    |      |
|                                                                   |         |          |       |       |       |      |       |        |           |         |          |          | Year<br>To Date    |      |
|                                                                   |         |          |       |       |       |      |       |        |           |         |          |          | Percent<br>To Date |      |
| # Incidents Cancelled Enroute or Prior to Arrival                 | 12      | 15       | 9     | 16    | 12    | 9    | 13    | 12     | 10        |         |          |          | 108                |      |
| # Incidents Cancelled by JCAS                                     | 1       | 5        | 2     | 2     | 0     | 0    | 2     | 0      | 1         |         |          |          | 13                 |      |
| # Incidents Cancelled by JECC                                     | 5       | 2        | 3     | 5     | 3     | 2    | 1     | 3      | 3         |         |          |          | 27                 |      |
| # Incidents Cancelled by Law Enforcement                          | 2       | 4        | 3     | 2     | 5     | 4    | 4     | 2      | 3         |         |          |          | 29                 |      |
| # Incidents Cancelled by Fire Department                          | 4       | 4        | 1     | 7     | 4     | 3    | 6     | 7      | 3         |         |          |          | 39                 |      |

## North Liberty Fire Department Emergent Response Turnout Statistics (Lights & Sirens)

|                                                                 | January | February | March | April | May   | June  | July  | August | September | October | November | December | Year<br>To Date |
|-----------------------------------------------------------------|---------|----------|-------|-------|-------|-------|-------|--------|-----------|---------|----------|----------|-----------------|
| <b>Total Emergent (Lights &amp; Sirens) Responses for Month</b> | 82      | 71       | 70    | 77    | 82    | 92    | 86    | 93     | 68        |         |          |          |                 |
| # of Incidents with Turnout Time 2 Minutes or Less - PPC/Admin  | 20      | 10       | 19    | 24    | 27    | 28    | 25    | 31     | 23        |         |          |          |                 |
| # of Incidents with Turnout Time 2 Minutes or Less - PT         | 7       | 18       | 11    | 15    | 17    | 26    | 19    | 10     | 7         |         |          |          |                 |
| # of Incidents with Turnout Time 2 Minutes or Less - Total      | 27      | 28       | 30    | 39    | 44    | 54    | 44    | 41     | 30        |         |          |          |                 |
| % Incidents with Turnout Time 2 Minutes or Less                 | 32.9%   | 39.4%    | 42.9% | 50.6% | 53.7% | 58.7% | 51.2% | 44.1%  | 44.1%     |         |          |          |                 |
| 90th Percentile Turnout Time - (Minutes) Part-Time              | 2:49    | 2:50     | 3:08  | 2:21  | 2:49  | 2:27  | 2:12  | 2:40   | 2:54      |         |          |          | 2:47            |
| 90th Percentile Turnout Time - (Minutes) Paid Per Call          | 7:18    | 6:34     | 4:45  | 5:17  | 3:22  | 4:35  | 5:56  | 3:43   | 3:40      |         |          |          | 4:50            |

\*\*(Turnout Time is defined as Dispatch Time to Unit Enroute Time)(PPC-Paid Per Call)(PT-Part Time)

## North Liberty Fire Department Auto Aid & Mutual Aid Given

|                                     | January | February | March | April | May | June | July | August | September | October | November | December | Year<br>To Date | Percent<br>To Date |
|-------------------------------------|---------|----------|-------|-------|-----|------|------|--------|-----------|---------|----------|----------|-----------------|--------------------|
| Auto Aid - Coralville (52001)       | 3       | 4        | 1     | 3     | 2   | 1    | 8    | 2      |           |         |          |          | 24              | 1.98%              |
| Auto Aid - Iowa City (52003)        |         | 1        |       | 1     |     | 2    | 2    | 1      |           |         |          |          | 7               | 0.58%              |
| Auto Aid - Solon (52008)            | 2       | 2        | 1     | 3     | 1   | 3    | 2    | 3      | 2         |         |          |          | 19              | 1.57%              |
| Auto Aid - Swisher (52009)          | 3       | 1        | 4     | 5     | 5   | 5    | 2    | 3      | 4         |         |          |          | 32              | 2.64%              |
| Auto Aid - Tiffin (52010)           |         |          |       | 1     |     |      |      |        | 1         |         |          |          | 2               | 0.16%              |
| Mutual Aid - Other Fire Departments |         |          | 1     |       | 1   |      | 1    |        |           |         |          |          | 3               | 0.25%              |
| <b>Total Responses</b>              | 8       | 8        | 7     | 13    | 9   | 11   | 15   | 9      | 7         | 0       | 0        | 0        | 87              | 7.17%              |

## North Liberty Fire Department Auto Aid & Mutual Aid Received

|                                     | January | February | March | April | May | June | July | August | September | October | November | December | Year<br>To Date | Percent<br>To Date |
|-------------------------------------|---------|----------|-------|-------|-----|------|------|--------|-----------|---------|----------|----------|-----------------|--------------------|
| Auto Aid - Coralville (52001)       | 2       | 2        | 4     | 3     | 6   | 4    | 6    | 3      | 4         |         |          |          | 34              | 2.80%              |
| Auto Aid - Iowa City (52003)        |         |          |       | 2     | 1   | 2    |      |        | 3         |         |          |          | 8               | 0.66%              |
| Auto Aid - Solon (52008)            | 2       | 1        | 3     | 2     | 8   | 3    | 5    | 3      | 4         |         |          |          | 31              | 2.56%              |
| Auto Aid - Swisher (52009)          | 2       | 1        |       |       | 5   | 2    | 2    |        | 4         |         |          |          | 16              | 1.32%              |
| Auto Aid - Tiffin (52010)           | 1       | 1        |       | 4     | 1   | 3    | 3    |        | 4         |         |          |          | 17              | 1.40%              |
| Mutual Aid - Other Fire Departments |         |          |       | 1     | 1   |      |      |        |           |         |          |          | 2               | 0.16%              |
| <b>Total Responses</b>              | 7       | 5        | 7     | 12    | 22  | 14   | 16   | 6      | 19        | 0       | 0        | 0        | 108             | 8.90%              |

## **Minutes from North Liberty Tree and Storm Water Advisory Board Meeting**

**July 13, 2022, 7:00 pm**

Call to Order by Abdouramane Bila-Chairperson. Board members present: Darice Baxter, Michael Burril, Mike Wolfe-Stormwater Coordinator, Brian Hamer-Arborist

Approval of Minutes for April 2022 meeting. Motion by Darice Baxter, second by Michael Burril. Motion carried

Abdouramane Bila opened the floor for Public Comment with no public comments to address.

Abdouramane Bila discussed board member terms of Michael Burril and Darice Baxter expired June 30 both have agreed to continue to serve on the board.

Abdouramane Bila discussed the appointment of board positions. Abdouramane Bila will continue as chairperson, Michael Burril will continue as vice chair, Kevin McGrane will continue as secretary.

Brian Hamer provided an update that the MidAmerican *Trees Please Grant* 2022 was received. The \$1,000 were used to plant trees at West Lakes to fill in between the trees that had been planted previously. Additionally, two memorial trees were planted at Centennial Park. The two oak trees were donated by the Harney family.

Brian Hamer discussed the tree removal and maintenance that has been done. Two large ash trees were lost due to Emerald Ash Borer, one at Cornerstone park and the other at Fox Run park. A large oak tree as lost at Creekside commons due to safety concerns along the bike trail. The bike trails were also cut back for better visibility and safety.

Brian Hamer discussed that the city trees are currently holding on but are stressed by the Emerald Ash Borer. The treatments appear to be effective as the neighboring trees are dying at a much greater rate.

Abdouramane Bila asked how one would go about planting a memorial tree if desired. Brian Hamer directed anyone considering a memorial tree to contact Guy Goldsmith.

Abdouramane Bila inquired whether there is a one to one replacement for the trees that were lost. Brian Hamer discussed the aforementioned Trees Please Grant which is used to not only replace trees that are lost but allow for a net gain of trees for the city.

Darice Baxter questions if the city will be partnering with MidAmerican or Alliant energy to have a tree sale as they have in the past so residents who have lost trees can purchase a replacement.

Abdouramane Bila mentions that at the previous meeting Guy Goldsmith had not heard of any near North Liberty and this event often rotates locations

Mike Wolfe provided an update on the mapping of storm sewer system that will be occurring over the summer. This is the biggest part of the GIS project and will likely continue on until winter. Once completed the whole city infrastructure will be mapped.

Mike Wolfe provides an update that with fiscal year there is again money available for storm water quality improvements. Mike states that he ran out of money last year and had to unfortunately turn some people away. Community members are encouraged to apply for financial assistance with storm water quality projects such as soil quality restoration or rain gardens.

Michael Burril asks Mike Wolfe how much money has been budgeted for the cost share program. Mike Wolfe states the \$20,000 has been budgeted. Abdouramane Bila asks approximately how many projects this would help cover to which Mike Wolfe responded about 20-25 projects.

Abdouramane Bila asks Mike Wolfe what the benefit is to the mapping of the infrastructure would be. Mike Wolfe answers that the efficiency of finding and fixing any problems is much improved. Additionally, any work done on the infrastructure can be tracked for monthly or annual reports.

Abdouramane Bila opens the floor to old business with none to address.

Abdouramane Bila opened the floor for New Business with none to address.

Next Meeting date: October 12th, 2022 at 7:00 pm

Motion to adjourn by Darice Baxter, second by Michael Burril. Motion carried