



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



City Administrator Memo



To **Mayor and City Council**
From **Ryan Heiar, City Administrator**
Date **October 7, 2022**
Re **City Council Agenda October 11, 2022**

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

Ellen McCabe with the Johnson County Housing Trust Fund will be at Tuesday's work session to discuss options for investing in affordable housing in North Liberty. The City Council has previously allocated \$400k from the City's ARPA funds for affordable housing. Ms. McCabe will present several ideas (outlined in the packet) as to how to best leverage the City's funds. There is no action to be contemplated Tuesday evening; rather, the Council will be asked to offer additional direction at the conclusion of the discussion.

Meetings & Events

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

Monday, Oct 17 at 4:30p.m.
Joint Government Meeting

Monday, Oct 17 at 7:00p.m.
Library Board

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

Consent Agenda

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

- City Council Minutes (09/27/22)
- Claims
- Pay Application #2, Community Center Roof Project, T&K Roofing Co., \$90,772.50
- Pay Application #5, Jones Boulevard Extension Project, Schrader Excavating & Grading, \$754,632.87
- 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

North Liberty Youth Council

The City's Outreach and Equity Coordinator, Micah Ariel James, along with the recently appointed 17-member youth council, will be at Tuesday's meeting. Ms. James will offer a few comments, followed by an introduction of the youth council members and the administration of the oath of office by the Mayor. Included in the packet is a list of the youth Councilors, including which high school they attend.

Kwik Star Site Plan

This site plan proposes an 11,056 square foot convenience store with attached car wash, two fueling stations and related infrastructure at the

northeast corner of West Forevergreen Road and South Jasper Avenue. The building is well designed and includes the use of masonry, window glazing and building articulation. The canopy island columns have a masonry veneer. The West Forevergreen Road/South Jasper Avenue intersection is not ideal. A roundabout is envisioned at this intersection, and South Jasper Avenue would be improved to collector street standards. The design and work cannot proceed due to pending litigation between neighboring cities. The City did agree that one lot in the Evermore, Part Two subdivision would be able to proceed, as long as South Jasper Avenue is paved as a rural section road. Staff is currently reviewing construction plans for the Evermore, Part Two and South Jasper Avenue. Construction on the Kwik Star cannot proceed until the final plat for the subdivision is approved. The Planning Commission unanimously recommended approval of the site plan at its October 4 meeting. Staff also recommends approval.

A2Z Site Plan

This site plan proposes a 6,266 square foot building and trades services building and related infrastructure at the southwest corner of Ranshaw Way and 240th Street. The proposed building is the result of City staff taking steps to ensure a higher-quality design and collaborating with the private sector to retain a North Liberty business. First, staff initiated a downzoning on this property from I-1 Light Industrial to C-2-A Highway Commercial District. The C-2-A district requires 60% masonry on all building elevations while I-1 only requires 25% on a front and corner side yard. Next, staff initiated a code amendment where a credit to the masonry requirement is only given for doors that include transparency (typically glass). This resulted in more transparency in the overhead doors facing 240th Street. Last, staff collaborated with A2Z business owners to develop design standards for the building and trades services use in the C-2-A district. Design standards include maximum building size, prohibition of heavier service vehicles in the front and corner side yard and outdoor storage. The Planning Commission unanimously recommended approval of the site plan at its October 4 meeting. Staff also recommends approval.

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 are three separate easement agreements with property owners adjacent to the project boundaries. Staff recommends approval of the easements.

CDBG Owner Occupied Rehabilitation Project

In 2021, the City was awarded just over \$200k in Community Development Block Grant funds to assist in rehabilitating five homes in North Liberty. The City has partnered with ECIGOC to administer the grant program. The agenda includes two contracts, one with Swift & Swift LLC for a home on Jones Boulevard and the other with Kirvan Enterprises LLC for a home on South McKenzie Lane, for rehabilitation of the respective homes. City and ECICOG staff recommend approval of the contracts.

Community Foundation of Johnson County Agreement

As fundraising for the Centennial Park Next Stage project moves forward, staff is recommending that the City partner with the Community Foundation of Johnson County. This partnership will provide the City and the project with an online landing page for donations. In addition, the CFJC will provide backend services such as sending thank yous to donors, providing tax forms, tracking pledges, producing regular reports to staff and more. Rather than the City having to enlist an employee, these resources will be provided by the Foundation for 1.25%. Generally, the CFJC fee is 3%; however, their board has reduced the fee for community projects. Staff recommends approval of the agreement.

Site Plan Ordinance Amendment

This amendment to the Zoning Code proposed by City staff would temporarily prohibit the submission and review of preliminary site plan applications for which the current zoning district or use is incompatible or inconsistent with either the North Liberty Comprehensive Plan 2014 Land Use Map or the proposed future land use map. The City expects that the nearly year-long update to the Comprehensive Plan will be presented and considered prior to the end of calendar year 2022, or soon thereafter. A draft Comprehensive Plan Future Land Use Map and land use descriptions has been received and staff is of the opinion that the final map and descriptions are likely to substantially conform to the drafts. Preliminary site plans are generally required for new non-residential buildings and development and additions/increases of a certain size in that same category. Approval of preliminary site plans which would conflict with the proposed future land use map prior to its pending implementation would undermine the effectiveness of the comprehensive plan. The City anticipates the prompt review and implementation of all or substantially all of the recommendations contemplated in the proposed final Plan, including the Future Land Use Map, shortly after its final submission and consideration by the Planning and Zoning Commission. The Planning Commission

unanimously recommended approval of the Ordinance at its October 4 meeting. Staff also recommends approval, as well as waiving the requirement that the ordinance be considered at two subsequent meetings so that this legislation becomes effective immediately.



Agenda



City Council

October 11, 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
 - A. ARPA Housing Discussion with Ellen McCabe, Housing Trust Fund Johnson County

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

5. Consent Agenda
 - A. City Council Minutes, Regular Session, September 27, 2022
 - B. Claims
 - C. North Jones Boulevard Improvements Project, Pay Application Number 5, Schrader Excavating and Grading, \$754,632.87
 - D. Community Center Roof Project, Pay Application Number 2, T&K Roofing Co., \$90,772.50
6. Public Comment
7. Engineer Report
8. City Administrator Report
9. Mayor Report
 - A. Hall of Fame Inductees Presentation
10. Council Reports
11. Youth Council
 - A. Presentation of Representatives
 - B. Swearing In of Youth Council 2022-23

12. Kwik Star Site Plan
 - A. Staff & Commission recommendation
 - B. Applicant presentation
 - C. Resolution Number 2022-104, A Resolution approving the Preliminary Site Plan for Lot 1, The Evermore Part Two, North Liberty, Iowa
13. A to Z Site Plan
 - A. Staff & Commission recommendation
 - B. Applicant presentation
 - C. Resolution Number 2022-105, A Resolution approving the Preliminary Site Plan for 625 240th Street, North Liberty, Iowa
14. Heritage Drive Stormwater Project
 - A. Resolution Number 2022-106, A Resolution approving the Temporary Construction Easement Agreement between Clothilde B. Stewart and the City of North Liberty
 - B. Resolution Number 2022-107, A Resolution approving the Temporary Construction Easement Agreement between Jennifer Malatek and the City of North Liberty
 - C. 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
15. Owner Occupied Rehab Project
 - A. Resolution Number 2022-109, A Resolution approving the rehabilitation contracts and associated documents between owners, rehabilitation contractors and the City of North Liberty
16. North Liberty Centennial Park – Next Stage
 - A. 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
17. Site Plan Ordinance Amendment
 - A. Public Hearing regarding proposed ordinance amendment
 - B. Staff and Planning Commission recommendation
 - C. Discussion and possible action on waiving the requirement for consideration at two meetings prior to final action.
 - D. 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

18. Old Business

19. New Business

20. Adjournment



Work Session

ARPA – Housing

Housing Trust Fund of Johnson County (HTFJC)

Rationale for Recommending a Low Income Housing Tax Credit (LIHTC) Project

City of North Liberty American Rescue Plan Act (ARPA) Funding

October 11, 2022

1. The ARPA funding represents a once in a generation opportunity to create quality housing for people with low incomes in North Liberty.
2. The vacancy rate for one- and two-bedroom apartments in North Liberty is nearly 0%. Rental housing is needed to support economic development in North Liberty.
3. Low Income Housing Tax Credit (LIHTC) development has the highest capacity to leverage housing that is affordable in the City of North Liberty. It would yield the greatest number of quality, new and affordable units.
4. Investment in a LIHTC development yields an affordability period of thirty or more years.
5. Using funding from Johnson County and/or the State Housing Trust, HTFJC could add to the ARPA funding to provide additional incentives to bring this sizable level of investment in housing that is affordable within the City of North Liberty.
6. An ARPA project once leased up would provide the “recycling” of the funding suggested in Council discussions. Awards for LIHTC projects must be in the form of a repayable loan. Approximately \$1,000 per month could be held aside for reinvestment by the Trust Fund in North Liberty during the 30-year repayment period.
7. The LIHTC funding cycle should yield a decision in September 2023 leaving ample time (15 months) for the City of North Liberty ARPA funding to be made available for one or more of the other options well ahead of the deadline to obligate the funding in December 2024.
8. HTFJC would continue to work on **Options 2 and 3** throughout the coming year so that the City of North Liberty’s ARPA funding could be applied should there be no LIHTC project award. Options 2 and 3 may come to fruition even without ARPA funding if HTFJC can locate viable projects and encourage a partnership and funding with existing HTFJC resources. HTFJC hired temporary expertise to promote partnerships for projects to create and preserve housing that is affordable including those within North Liberty.
9. Johnson County is considering using ARPA funding to add to the owner-occupied rehabilitation assistance available (**Option 4**) beyond existing HTFJC and Iowa Valley Habitat for Humanity assistance. **Option 5** involves substantial support for down payment assistance which can be tricky with the income level generally seen as necessary to support homeownership (**above** 60% AMI - See AMI Income Table on Page 2) and would best be addressed directly with financial institutions.

LIHTC Development Timeline

1. October and November 2022 - HTFJC will recruit applications for local funding.
2. January 2023– HTFJC LIHTC funding awarded **subject to** receiving LIHTC Credits (see #4).
If there are no applications for LIHTC project in City of North Liberty, we will move on to other options.
3. March 2023– LIHTC applicants submit application to Iowa Finance Authority (IFA).
If an application is not submitted to IFA, we will move on to other options.
4. September 2023 – LIHTC projects are awarded by IFA.
If the project in North Liberty **is not chosen** for IFA Tax Credits, we will move on to other options.
5. December 31, 2024 – American Rescue Plan Act funding must be committed, and there will be plenty of time to identify other options in North Liberty prior to this deadline.

2022 Johnson County

Area Median Incomes by Household Size

Level	1 person	2 Person	3 Person	4 Person	5 Person	6 Person
<40% AMI (Very Low Income)	\$38,150	\$43,600	\$49,050	\$54,500	\$58,900	\$63,250
<60% AMI	\$45,780	\$52,320	\$58,860	\$65,400	\$70,680	\$75,900

City of North Liberty

American Rescue Plan Funding

Affordable Housing Options

The City of North Liberty has expressed an interest in dedicating \$400,000 of American Rescue Plan Act (ARPA) funding for the **preservation and/or creation** of affordable housing in partnership with the Housing Trust Fund of Johnson County (HTFJC).

HTFJC suggests that the City of North Liberty determine how ARPA funding would best meet the requirement “to respond to the pandemic and its economic effects and to build a stronger, more equitable economy during the recovery” while serving households **with incomes below a maximum of 60%** of the Area Median Income (AMI).

Option Number	Option Description	Details	Income Levels	Opportunities to Leverage Additional Funding	Estimate of Additional Leveraged Funding	Affordability Period	Key Activities	ARPA Requirements	Ability to Sustain Investment?
1.	Mixed Income Rental Housing	30 to 50 new rental units including approximately 25-45 units with rent restrictions	Below 40% AMI, Below 60% AMI and Market Rate	HTFJC, Low Income Housing Tax Credit (LIHTC)	>\$11,000,000	30 years	Recruit developers, Award at local level, LIHTC application awards Fall, 2023	Income levels below 65% AMI, increases available quality rental housing for households with low incomes	Yes – principal loan payments could be reserved for future affordable housing in North Liberty - roughly \$12,000 per year after occupied
2.	Acquisition and/or Rehabilitation of <u>existing</u> rental property - <u>Converting</u> to affordable units	10 to 15 rental units with up to \$30,000 in rehabilitation per unit	Below 60% AMI	HTFJC via Johnson County, State Housing Trust Fund	<\$150,000	20 years	Recruit developers and/or property owners, enter into contracts, etc.	Income levels below 60% AMI, increases adequate rental housing for households with low incomes	Yes, if there are applicants for loans

Option Number	Option Description	Details	Income Levels	Opportunities to Leverage Additional Funding	Estimate of Additional Leveraged Funding	Affordability Period	Key Activities	ARPA Requirements	Ability to Recycle Investment?
3.	Acquisition and/or Rehabilitation of <u>existing affordable</u> rental property - Preserving existing affordable units	10 to 15 rental units with up to \$30,000 in rehabilitation	Below 60% AMI	HTFJC using funding from Johnson County or State Housing Trust Fund, potential for LIHTC 4% program	<\$50,000 up to \$200,000	20 years	Recruit property owners, enter into contracts, etc.	Income levels below 60% AMI, <u>retains</u> adequate rental housing for households with low incomes	Yes, if there are applicants for loans
4.	Owner-Occupied Rehabilitation	Approx. 22 projects addressing needed rehabilitation up to \$15,000 each	Below 60% AMI (Or lower)	HTFJC using funding from State Housing Trust Fund or payments on prior loans	<\$50,000	5 years	Recruit one or more rehabilitation partners, enter into contracts, recruit and qualify homeowners, etc.	Income levels below 60% AMI, retains adequate housing for households with lower incomes	No
5.	Homeownership	10 to 15 (or more) households with up to \$30,000 in a silent and forgivable loan	Below 65% - or above	Potential for partnering directly with a financial institution to provide down payment assistance	Unknown	10-20 years	City of North Liberty recruit one or more financial institution partners, enter into contracts, recruit and qualify potential homebuyers, etc.	Income levels below 65% AMI, creates homeowner-ship for households with low incomes	No



Consent Agenda



City Council
September 27, 2022
Regular Session

Call to order

Mayor Chris Hoffman called the September 27, 2022, Regular Session of the North Liberty City Council to order at 6:30 p.m. in the Council Chambers. Councilors present: Ashley Bermel, RaQuishia Harrington, Erek Sittig, Brent Smith and Brian Wayson.

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

Approval of the Agenda

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

Consent Agenda

Bermel moved, Harrington seconded to approve the Consent Agenda including the City Council Minutes from the Regular and Work Sessions on September 13, 2022; the attached list of claims, Liquor License Renewal, Sobremesa; Liquor License Renewal, Mirabito's; Dubuque Street Phase 1 Project, All American Concrete, Inc., Change Order Number 2, \$16,713.02; Dubuque Street Phase 1 Project, All American Concrete, Inc., Pay Application Number 6, \$188,599.88; and Ranshaw Way Phase 5 Improvements, Peterson Contractors, Inc., Pay Application Number 22, \$37,742.32. The vote was all ayes. Consent Agenda approved.

Public Comment

No public comment was offered.

City Engineer Report

City Engineer Trom reported that Ranshaw Way Phase 5 has reached substantial completion. The cones will remain for the contractor to complete punch list items and watering landscaping. Dubuque Street Phase 1 contractor has been working hard to catch up to the timeline. In the current phase of the project, the contractor found bad soils and abandoned utilities. It is estimated to be two to three weeks for this part to be complete. The contractor for the City Hall Project has requested to start work as soon as possible so that footings can be in the ground before winter. The Jones Boulevard Project contractor continues to make progress. The plan is to open the street to traffic in November. The contractor on the Community Center Roof Project is about halfway to completion. Council discussed the report with Trom.

City Administrator Report

City Administrator Heiar reported that the Youth Council had orientation. The group will be at the next City Council meeting for a ceremony. Heiar reported that on the SAFER grant award for the Fire Department

Mayor Report

Mayor Hoffman proclaimed October as Domestic Violence Awareness Month. Staff from DVIP offered additional information on the proclamation and community statistics. Mayor Hoffman reported on the monthly Fire report in the Council packet. He offered appreciation to Michael Pentecost for getting Ranshaw Way open on Friday to four lanes of traffic.

Council Reports

Councilor Sittig reported he will attend the Story Walk and the Johnson County Affordable Housing Coalition events. Councilor Bermel offered that the Fox Run area neighborhood meeting was well attended. Councilor Smith attended the Parks Department tree planting and the North Liberty Community Pantry event. He recognized Derek Blackman for coverage at events. He thanked the community for helping neighbors in need due to the fires in the community. Councilor Sittig reported he attended the Welcome Week event.

City Hall Project

Harrington moved, Bermel seconded to approve Resolution Number 2022-100, A resolution setting the date for a public hearing on proposal to enter into a General Obligation Municipal Building Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$500,000. The vote was: ayes – Wayson, Harrington, Sittig, Bermel, Smith; nays – none. Motion carried.

Sittig moved, Smith seconded to approve Resolution Number 2022-101, A Resolution approving the Permanent Landscape Easement Agreement between Slugs2, L.L.C. and the City of North Liberty. The vote was: ayes – Harrington, Bermel, Wayson, Smith, Sittig; nays – none. Motion carried.

Harrington moved, Bermel seconded to approve Resolution Number 2022-102, A Resolution approving the Temporary Construction Easement Agreement between Slugs2, L.L.C. and the City of North Liberty. The vote was: ayes – Sittig, Smith, Wayson, Harrington, Bermel; nays – none. Motion carried.

Owner Occupied Rehabilitation Project

Harrington moved, Sittig seconded to approve Resolution Number 2022-103, A Resolution approving the Rehabilitation Contracts and associated documents between owners, the rehabilitation contractor and the City of North Liberty. After discussion, the vote was: ayes – Sittig, Smith, Bermel, Harrington, Wayson; nays – none. Motion carried.

Emory Place Rezoning

Wayson moved, Smith seconded to approve the third consideration and adoption of Ordinance Number 2022-21, An Ordinance amending the Zoning Map District designation for certain

property located in North Liberty, Iowa from RM-21 Multi-Unit Residence District to RM-21 Multi-Unit Residence District Planned Area Development. The vote was: ayes – Wayson, Bermel, Sittig, Smith, 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 6:50 p.m. The vote was all ayes. Meeting adjourned.

CITY OF NORTH LIBERTY

By: _____
Chris Hoffman, Mayor

Attest: _____
Tracey Mulcahey, City Clerk

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

PROJECT: Jones Boulevard Improvements

APPLICATION NO: 5

DISTRIBUTION TO:

-OWNER
-ARCHITECT
-CONTRACTOR

APPLICATION DATE: 9/1/22

PERIOD TO: 9/30/22

FROM (CONTRACTOR):

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

ARCHITECT'S

PROJECT NO: 1219850

CONTRACT DATE: 5/3/22

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	2,238,571.48
2. Net change by Change Orders	\$	63,326.35
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	2,301,897.83
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	1,887,772.80
5. RETAINAGE:		
a. 5% % of Completed Work (Column D + E on G703)	\$	94,388.64
b. 5% % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or	\$	94,388.64
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	1,793,384.16
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		1,038,751.29
8. CURRENT PAYMENT DUE	\$	754,632.87
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	508,513.67

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

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

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

By: Autumn Hofmann Date: 10/4/22
Autumn Hofmann Project Manager Assistant

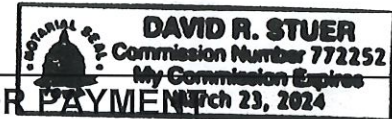
State of: IA
County of: Linn

Subscribed and sworn to before me this 4th day of October 2022

Notary Public:

My Commission expires:

3-23-24



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 754,632.87

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

ARCHITECT:

By:

Date: 10/4/2022

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

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE OF 2 PAGES

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

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

APPLICATION #: 2
PERIOD TO: 09/30/22
PROJECT NOS: 2112201050
CONTRACT DATE: 04/29/22

Distribution to:
☐ Owner
☐ Const. Mgr
☐ Architect
☐ Contractor

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

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM-----	\$	538,600.00
2. Net change by Change Orders-----	\$	
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	538,600.00
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)		436,800.00
5. RETAINAGE:		
a. 5.0% of Completed Work (Columns D+E on Continuation Sheet)	\$	21,840.00
b. 5.0% of Stored Material (Column F on Continuation Sheet)	\$	
Total Retainage (Line 5a + 5b or Total in Column I of Continuation Sheet-----	\$	21,840.00
6. TOTAL EARNED LESS RETAINAGE----- (Line 4 less Line 5 Total)	\$	414,960.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)-----	\$	324,187.50
8. CURRENT PAYMENT DUE-----	\$	90,772.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	123,640.00

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

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

CONTRACTOR:

By:

Date:

State of: Iowa
County of: Linn

Subscribed and sworn to before
me this 28 day of Sept 2022

Notary Public:
My Commission expires:



CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED -----

\$

90,772.50

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

ARCHITECT:

By:

Date:

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

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE 1 OF 5 PAGES

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

CONTRACT FOR: Ranshaw Way Phase 5 Improvements

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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:

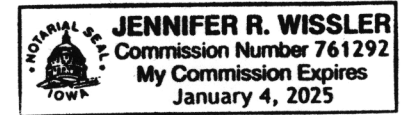
Date:

State of:
County of:

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

Notary Public:

My Commission expires:



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:

Date:

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

10 / 05 / 22



Youth Council 2022-2023



Youth Council 2022-2023

Seniors

Abby Stapleton (LHS)

Matthew Staber (LHS)

Noah Egge (LHS)

Juniors

Avery Van Abbema (LHS)

Chase Lovetinsky (CCA)

Clover Babka (LHS)

Konstantin Titarenko (LHS)

Leela Strand (LHS)

Lucy Lohman (LHS)

Megan Quinn (LHS)

Piper Kearney (LHS)

Ruby Frank (LHS)

Sophomores

Andi Cetta (LHS)

Asher Bonner (LHS)

Freshmen

Hadley Andersen (LHS)

Madison Jurgens (Regina)

Olivia Roling (CCA)



Kwik Star Site Plan



October 4, 2022

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

Re: Request of Kwik Trip, Inc approve a Preliminary Site Plan for a fueling station, retail store and related site improvements on 3.86 acres. The property is located at northeast corner of West Forevergreen Road and Jasper Avenue.

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:

Findings:

1. The commercial use of the property would be consistent with the current C-2-A District and the Comprehensive Plan Future Land Use Map designation of Commercial; and
2. The site plan would achieve consistency with North Liberty Code of Ordinances Section 165.05(2) entitled, "Preliminary Site Plan Review", and Section 169.10 entitled "Design Standards" and other Code of Ordinance requirements.

Recommendation:

The Planning Commission accepted the two listed findings and forwards the request to approve the Preliminary Site Plan 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 Kwik Trip, Inc approve a Preliminary Site Plan for a fueling station, retail store and related site improvements on 3.86 acres. The property is located at northeast corner of West Forevergreen Road and Jasper Avenue.**

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

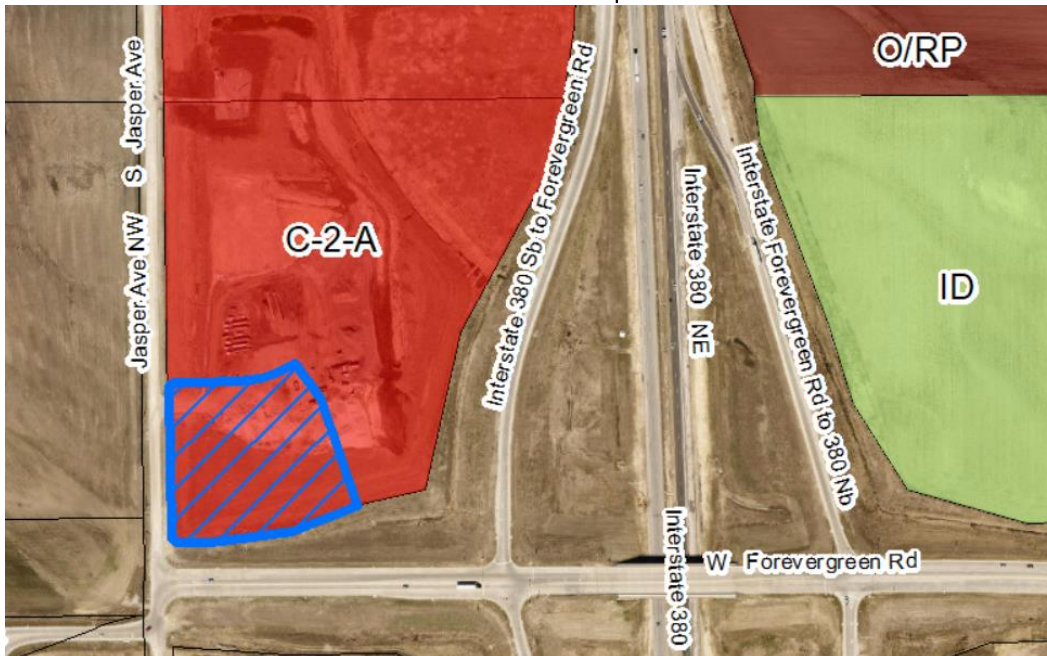
Ryan Heiar, City Administrator
Tracey Mulcahey, Assistant City Administrator
Grant Lientz, City Attorney
Tom Palmer, City Building Official
Kevin Trom, City Engineer
Ryan Rusnak, Planning Director

1. Request Summary:

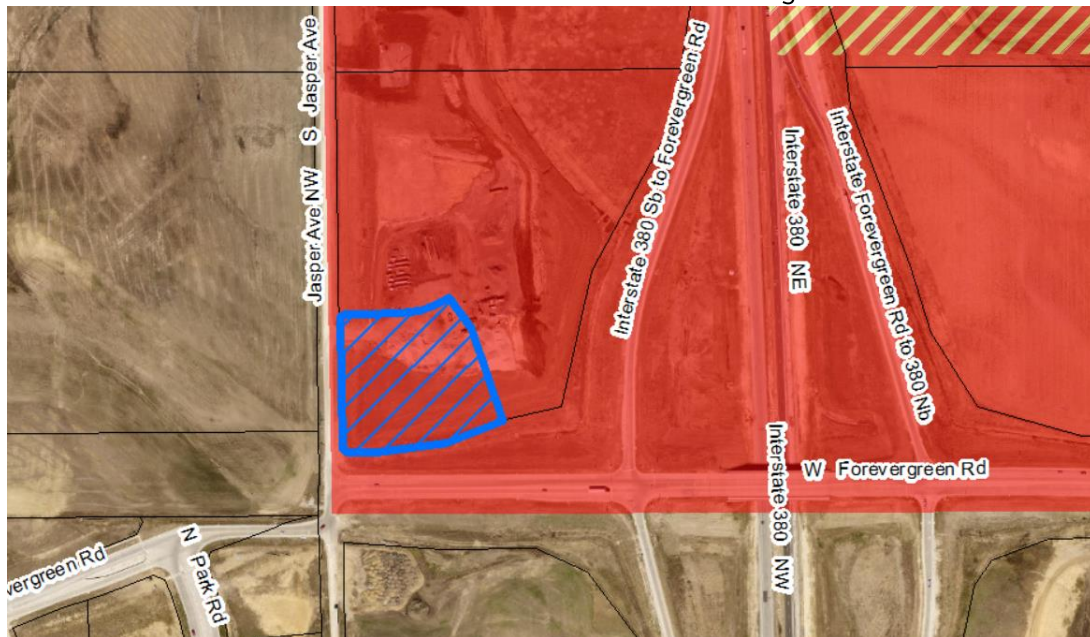
The preliminary site plan proposes a fueling station, retail store and related site improvements on proposed Lot 1 of The Evermore, Part 2 subdivision.

2. Existing Zoning:

The property is currently zoned C-2-A Highway Commercial District. "Fueling Station" and Retail Goods Establishment" are listed as a permitted uses in the C-2-A District.



3. **Comprehensive Plan Future Land Use Map Designation:** Commercial. The C-2-A District is consistent with the Commercial Land Use Designation.



4. **Public Input:**

No public comments have been received.

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

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

- *The general drainage pattern and location of storm water detention features.* **Provided.**
- *The general location, type and size of landscaping and ground cover illustrated in color perspective.* **Provided.**
- *A rendering, elevation or photo of the proposed development.* **Provided.**

North Liberty Code of Ordinances Section 169.10 entitled, "Design Standards" sets forth certain design standards (applicable Ordinance language in italics and staff analysis in bold).

Requirements for All Districts.

- Building design shall be visually harmonious and compatible with the neighborhood character.
- Buildings located on property with double frontages shall have similar wall design facing both streets.
- Except for RS RD, R-MH and ID districts, color schemes shall be primarily based on earth tones. Earth tone colors include colors from the palette of browns, tans, greys, greens, and red. Earth tone colors shall be flat or muted. Building trim and accent areas may feature non-earth tone and brighter colors. In any district, the use of high intensity colors, neon or fluorescent color and neon tubing is prohibited.
- Except in the R-MH district, a minimum roof pitch of 5:12 shall apply to gable, hip, or shed roofs and there shall be a minimum roof overhang at the eaves of 12 inches. This does not apply to portions of a roof that are separate from the structure's primary roof. Metal roofs shall not be corrugated or similar appearance. The color of the roof shall be visually harmonious and compatible with the building color scheme.

It is staff's opinion that the site plan achieves consistence with the aforementioned design standards.

Requirements for Non-Residential and Commercial Districts

Requirements for Non-Residential (including mixed-use) Development in Residential Districts. The following requirements shall be observed for all non-residential development in the RS, RD, RM and ID districts:

- Minimum required masonry on front and corner side yard building elevations is 60%. Required masonry does not apply to accessory structures.
- For exterior walls not composed of masonry products, wall coverings shall be wood and/or vertical or horizontal grooved siding or lapped siding, or materials of similar appearance.

Requirements for Development in Commercial Districts.

Commercial zoning districts are intended to enhance public welfare by providing for safe, convenient, high quality pedestrian-oriented commercial centers that contribute to community identity as energetic and attractive focus points. Through development and redevelopment within these districts, the city recognizes the importance of creating high quality development areas to the quality of life for residents of the city, the impact quality development has on the image of the community, and the need to provide restrictions

and guidelines to enhance visual appearance and functionality. The objectives addressed through these regulations include the following:

- Design. To achieve appealing aesthetic design through high quality architecture and construction, with attention to placement, relationship, and orientation of structures and amenities to provide both internal cohesiveness and compatibility with surrounding uses.
- Walkability. To achieve overall development patterns that encourage walking and reduce dependence on the automobile to travel from one business to another, and so reduces the dominance of the automobile within the development.
- Human-scale Activity. To achieve a sense of place by emphasizing pedestrian interaction with commercial uses rather than sprawling automobile-dominated designs, both in building architecture and public or private outdoor areas.
- Compatible Uses. To achieve the right blend of uses, compact and well-designed, that complement each other and provide cohesive overall developments.

It is staff's opinion that the site plan achieves consistence with the aforementioned design standards.

6. Staff Recommendation:

Findings:

1. The commercial use of the property would be consistent with the current C-2-A District and the Comprehensive Plan Future Land Use Map designation of Commercial; and
2. The site plan would achieve consistency with North Liberty Code of Ordinances Section 165.05(2) entitled, "Preliminary Site Plan Review", and Section 169.10 entitled "Design Standards" and other Code of Ordinance requirements.

Recommendation:

Staff recommends the Planning Commission accept the two listed findings and forward the request to approve a preliminary site plan for a fueling station, retail store and related site improvements on proposed Lot 1 of The Evermore, Part 2 subdivision to the City Council with a recommendation for approval.

Suggested motion:

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



1 FRONT ELEVATION



2 LEFT ELEVATION



3 REAR ELEVATION



4 RIGHT ELEVATION



**Kwik
Trip**

**Kwik
Star**

KWIK TRIP, INC.
P.O. BOX 1707
1000 S.W. 8TH STREET
LA CROSSE, WI 54601-2707
TEL: 608/785-0000
FAX: 608/785-0000



FRONT RIGHT VIEW



REAR RIGHT VIEW



FRONT LEFT VIEW



REAR LEFT VIEW



FRONT ELEVATION

Kwik
TRIP

Kwik
STAR

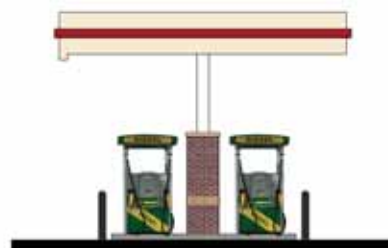
Kwik Trip, Inc.
 P.O. Box 1107
 New Oak Street
 La Crosse, WI 54601-0107
 Tel: (608) 785-8888
 Fax: (608) 785-8888

EXTERIOR ELEVATIONS
 GEN 3 RIGHT HAND with 1 Bay Carwash

1 FRONT ELEVATION



2 SIDE ELEVATION



3 REAR ELEVATION



**Kwik
Trip**

**Kwik
Star**

KWIK TRIP, Inc.
P.O. BOX 2107
1626 OAK STREET
LA CROSSE, WI 54602-2107
PH. (800) 781-0988
FAX (608) 781-0900

2 LANE DIESEL



1 FRONT ELEVATION



KWIK TRIP, INC.
P.O. BOX 2107
1626 OAK STREET
LA CROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8960

10 MPD



2 SIDE ELEVATION

FOREVERGREEN ROAD
W Forevergreen Rd



**Kwik
TRIP**

**Kwik
STAR**

KWIK TRIP, Inc.
P.O. BOX 2107
1626 OAK STREET
LACROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8960

INSIDES

LANDSCAPE PLAN

CONVENIENCE STORE 1213

NORTH LIBERTY, IOWA

NO. DATE DESCRIPTION
21-1213 SUBMITTAL
(DRAWN OPEN BOARD)

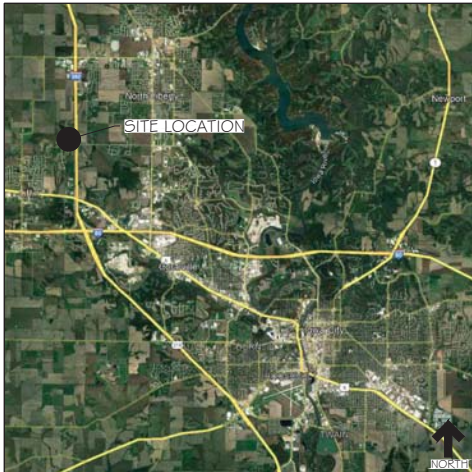
DRAWN BY NCHS	DATE 01-11-13
PREP BY NCHS	DATE 00000000
CHECK BY	DATE

REVISED 01-11-13 PAGE 1

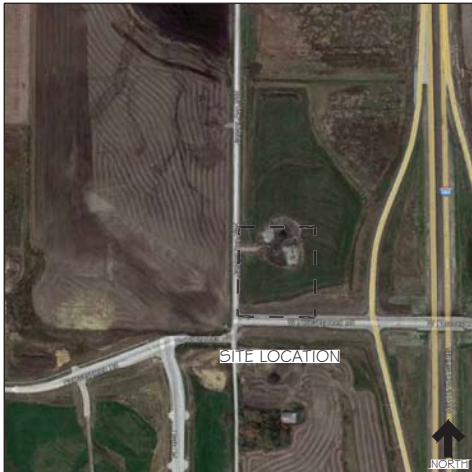
SITE IMPROVEMENT PLANS FOR:

KWIK TRIP #1213
NORTH LIBERTY, IA

SITE LOCATION MAP:



SITE AERIAL MAP:



DRAWING INDEX	
T1	TITLE SHEET
ALTA	ALTA SURVEY
SPO	SITE CIRCULATION PLAN
SP1	SITE DIMENSION PLAN
SP1.1	SITE KEYNOTE PLAN
SP2	GRADE PLAN
SP2.1	GRADE PLAN ENLARGED
SP3	STORM SEWER PLAN
SP4	UTILITY PLAN
SP4.1	UTILITY NOTES & DETAILS
SP4.2	UTILITY DETAILS
SP5	SITE PLAN DETAILS
SP6	SITE PLAN DETAILS
SP7	SUDAS SITE PLAN DETAILS
SWP1	EROSION CONTROL PLAN
SWP2	EROSION CONTROL NOTES
SWP3	EROSION CONTROL DETAILS
SWP4	EROSION CONTROL DETAILS
L1	LANDSCAPE PLAN
E1	PHOTOMETRIC SITE PLAN

**Kwik
TRIP**

**Kwik
STAR**

KWIK TRIP, Inc.
P.O. BOX 2107
1626 OAK STREET
LACROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8960

TITLE SHEET

CONVENIENCE STORE 1213

NORTH LIBERTY, IOWA

OWNER:
KWIK TRIP INC.
1626 OAK STREET
LA CROSSE, WI 54602
ETHAN LENERTZ
Elenertz@kwiktrip.com
608-791-4419

SITE PLANNER:
INSITES SITE PLANNING
3131 FERNBROOK LN N, SUITE 260
PLYMOUTH, MN 55447
BOB MUELLER
763-383-8400
Bob@insitesinc.net

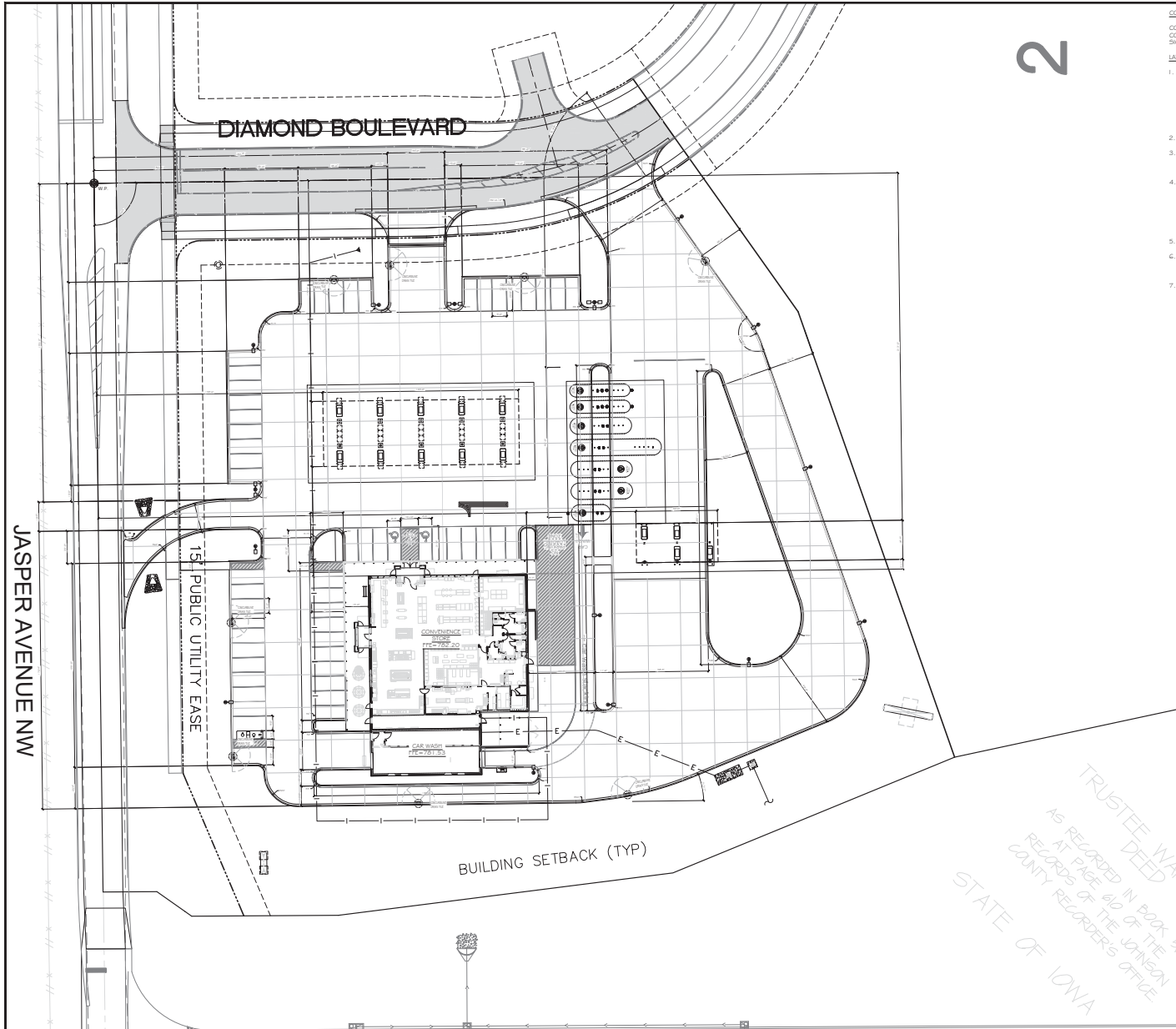
CIVIL ENGINEER:
SUNDE ENGINEERING
10830 NESBITT AVE SOUTH
BLOOMINGTON, MN 55437
952-881-3344

ARCHITECT:
VANTAGE ARCHITECTS
750 3RD ST N, SUITE F
LA CROSSE, WI 54601
608-784-2729

SURVEYOR:
MMS CONSULTANTS INC.
1917 S. GILBERT STREET
IOWA CITY, IA 52240
319-351-8282

NO.	DATE	DESCRIPTION
1	21JAN22	SUBMITTAL
2	10MAR22	GREEN ISLAND
3	23SEP22	CITY COMMENTS
DESIGN BY: _____		
SCALE: _____		GRAPHIC: _____
PROJ. NO. _____		21-1213
DATE: _____		20DEC2021
SHEET: _____		T1

NOTED 21-10-24 PWL



CONSTRUCTION NOTE:

CONSTRUCTION FENCING TO BE INSTALLED AROUND ENTIRE CONSTRUCTION SITE. COORDINATE WITH OWNER FOR FENCING AND GATE LOCATIONS AND APPROPRIATE SIGNAGE INSTALLATION.

LAYOUT NOTES:

1. PLAN PREPARED FROM AN ALTA/CSM LAND TITLE SURVEY BY:
MMS CONSULTANTS INC.
1917 S. GILBERT STREET
IOWA CITY, IA 52240
319-351-6262

NOTE: PROPOSED PLAN BASED ON CONCEPT INFORMATION PREPARED BY MMS CONSULTANTS.

2. CURBS ARE DIMENSIONED TO FACE OF CURB.
3. CONVENIENCE STORE AND ISLAND COMPLEXES ARE LOCATED FROM THE NORTHWEST PROPERTY CORNER AND ALIGNED PARALLEL PERPENDICULAR TO THE WEST PROPERTY LINE UNLESS OTHERWISE INDICATED ON THIS PLAN.
4. UNLESS SHOWN OTHERWISE ON THIS DRAWING, CONTRACTOR SHALL PROVIDE CONTROL JOINTS, CONSTRUCTION JOINTS, AND EXPANSION JOINTS IN SLAB ON GRADE, SIDEWALKS AND DRIVES.
CONTROL JOINT MAXIMUM DISTANCE: WALKS: 8' O.C., ALL OTHERS: 10' O.C. SAW CUT CONTROL JOINTS MINIMUM ONE-QUARTER CONCRETE THICKNESS.
EXPANSION JOINT MAXIMUM DISTANCE: WALKS: 24' O.C., ALL OTHERS: 40' O.C. DOWEL ALL EXPANSION JOINTS: MAXIMUM 24' O.C.
5. CONCRETE IN ISLAND COMPLEX SHALL BE SMOOTH BROOM FINISHED.
6. EXTERIOR CONCRETE SURFACES TO BE SEALED. CONCRETE SEALER:
APR 15: OCT 31 USE: TX-26UV
NOV 1: DEC 31 USE: TX-290
7. EXPANSION JOINTS SHALL BE DECK-O-FOAMED AND CAULKED WITH SIL

SITE DATA:

ZONING DISTRICT:	C2 - COMMERCIAL
TOTAL SITE AREA:	167,960 SF
EX. IMPERVIOUS:	0 SF
EX. PERVIOUS:	167,960 SF
PARKING REQUIREMENTS	1/300M = 37
PARKING PROVIDED	1 stall per employee = 10
	STALLS + VACUUM
	20 SRV. PNTS + DIESEL
BUILDING HEIGHTS	24.5'
CONVENIENCE STORE	20.0'
CANOPY	
BUILDING SETBACKS	
FRONT	25'
REAR	20'
SIDE	10'
PROPOSED GREEN AREA:	62,644 SF 37%
PROPOSED HARD COVER:	105,400 SF 63%
PAVED AREA	94,264 SF 56%
BUILDING AREA:	11,056 SF 7%



Kwik Trip

Kwik Star

KWIK TRIP, Inc.
P.O. BOX 2107
1626 OAK STREET
LACROSSE, WI 54602-2107
PH: (608) 781-8988
FAX (608) 781-8960

INSITES
SITE PLANNING LANDSCAPE ARCHITECTURE
3111 PLYMOUTH LANE NORTH, SUITE 200
PLYMOUTH MINNESOTA 55442
TEL: 763.583.8400
FAX: 763.583.8400



SITE DIMENSION PLAN

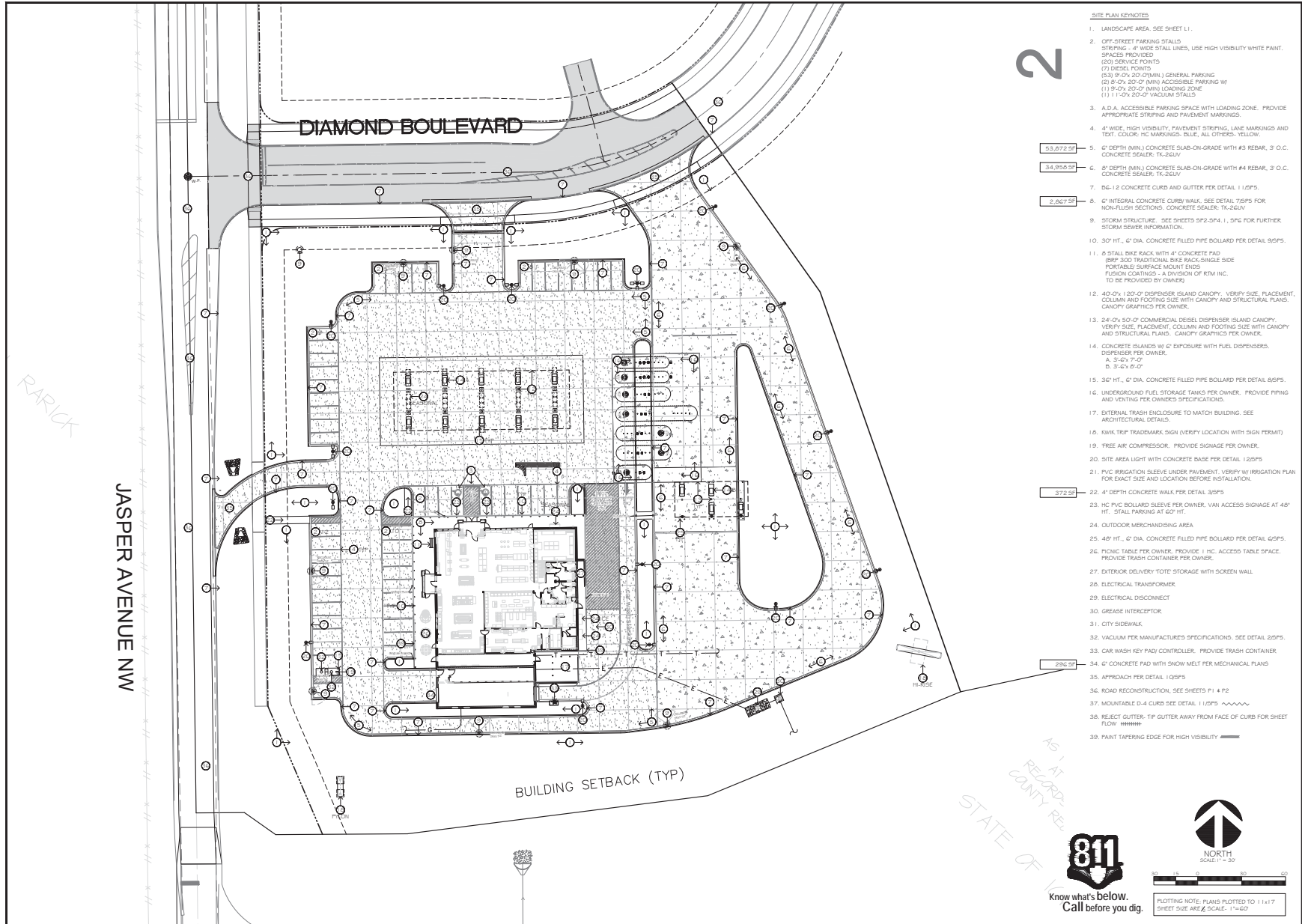
CONVENIENCE STORE 1213

NORTH LIBERTY, IOWA

NO.	DATE	DESCRIPTION
1	21 JAN 22	SUBMITTAL
2	10 MAR 22	GREEN ISLAND
3	23 SEP 22	CITY COMMENTS
DESIGN BY: _____		
SCALE: _____ GRAPHIC: _____		
PROJ. NO. 21-1213		
DATE: 20 DEC 2021		
SHEET: _____		

SP1

NOTED 21 JAN 2022



**Kwik
TRIP**

**Kwik
Star**

KWIK TRIP, Inc.
P.O. BOX 2107
1626 OAK STREET
LACROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8960

INSITES
SITE PLANNING LANDSCAPE ARCHITECTURE
3111 PLYMOUTH LANE NORTH, SUITE 200
PLYMOUTH MINNESOTA 55442
TEL 763.583.9400
FAX 763.583.9400



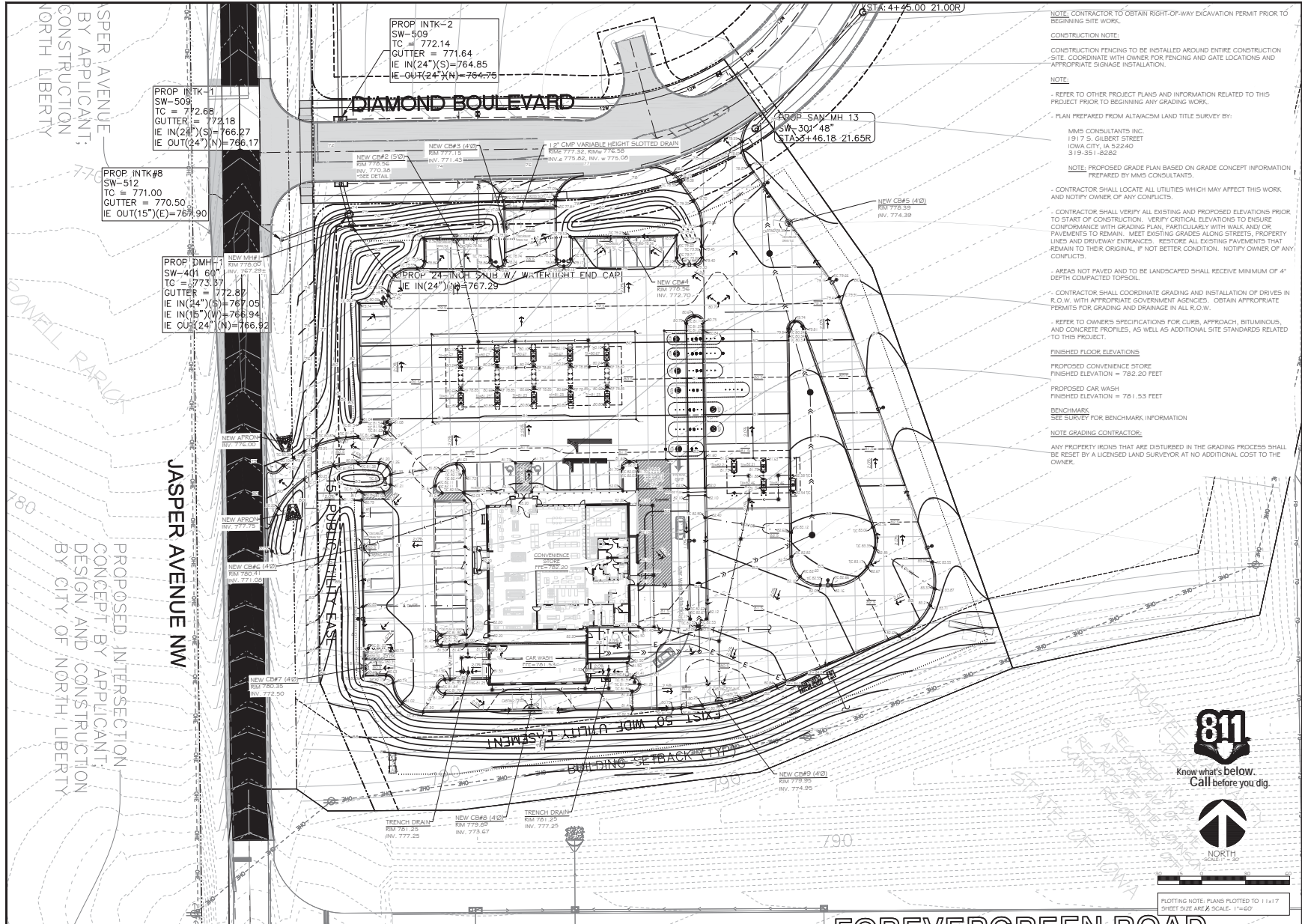
SITE KEYNOTE PLAN

CONVENIENCE STORE 1213

NORTH LIBERTY, IOWA

NO.	DATE	DESCRIPTION
1	21 JAN 22	SUBMITTAL
2	04 MAR 22	GREEN ISLAND
3	03 SEP 22	CITY COMMENTS
DESIGN BY: _____		
SCALE: _____ GRAPHIC: _____		
PROJ. NO. 21-1213		
DATE: 20 DEC 2021		
SHEET: SP1.1		

NOTED 21 JAN 22 P.W.L.



NOTE: CONTRACTOR TO OBTAIN RIGHT-OF-WAY EXCAVATION PERMIT PRIOR TO BEGINNING SITE WORK.

CONSTRUCTION NOTE:

CONSTRUCTION FENCING TO BE INSTALLED AROUND ENTIRE CONSTRUCTION SITE. COORDINATE WITH OWNER FOR FENCING AND GATE LOCATIONS AND APPROPRIATE SIGNAGE INSTALLATION.

NOTE:

- REFER TO OTHER PROJECT PLANS AND INFORMATION RELATED TO THIS PROJECT PRIOR TO BEGINNING ANY GRADING WORK.
- PLAN PREPARED FROM ALTA/ACSM LAND TITLE SURVEY BY:

MMS CONSULTANTS INC.
1917 S. GILBERT STREET
IOWA CITY, IA 52240
319.351-8282

NOTE: PROPOSED GRADE PLAN BASED ON GRADE CONCEPT INFORMATION PREPARED BY MMS CONSULTANTS.

- CONTRACTOR SHALL LOCATE ALL UTILITIES WHICH MAY AFFECT THIS WORK AND NOTIFY OWNER OF ANY CONFLICTS.
- CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED ELEVATIONS PRIOR TO START OF CONSTRUCTION. VERIFY CRITICAL ELEVATIONS TO ENSURE CONFORMANCE WITH GRADING PLAN, PARTICULARLY WITH WALK AND/OR PAVEMENTS TO REMAIN. MEET EXISTING GRADES ALONG STREETS, PROPERTY LINES AND DRIVEWAY ENTRANCES. RESTORE ALL EXISTING PAVEMENTS THAT REMAIN TO THEIR ORIGINAL, IF NOT BETTER, CONDITION. NOTIFY OWNER OF ANY CONFLICTS.
- AREAS NOT PAVED AND TO BE LANDSCAPED SHALL RECEIVE MINIMUM OF 4" DEPTH COMPACTED TOPSOIL.
- CONTRACTOR SHALL COORDINATE GRADING AND INSTALLATION OF DRIVES IN R.O.W. WITH APPROPRIATE GOVERNMENT AGENCIES. OBTAIN APPROPRIATE PERMITS FOR GRADING AND DRAINAGE IN ALL R.O.W.
- REFER TO OWNER'S SPECIFICATIONS FOR CURB, APPROACH, BITUMINOUS, AND CONCRETE PROFILES, AS WELL AS ADDITIONAL SITE STANDARDS RELATED TO THIS PROJECT.

FINISHED FLOOR ELEVATIONS

PROPOSED CONVENIENCE STORE
FINISHED ELEVATION = 782.20 FEET

PROPOSED CAR WASH
FINISHED ELEVATION = 781.53 FEET

BENCHMARK
SEE SURVEY FOR BENCHMARK INFORMATION

NOTE GRADING CONTRACTOR:

ANY PROPERTY IRONS THAT ARE DISTURBED IN THE GRADING PROCESS SHALL BE RESET BY A LICENSED LAND SURVEYOR AT NO ADDITIONAL COST TO THE OWNER.

KWIK TRIP, Inc.
P.O. BOX 2107
1626 OAK STREET
LACROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8960

INSITES
INTERPLANING LANDMARK ARCHITECTURE
3111 FORTUNA LANE NORTH, SUITE 200
PLYMOUTH MINNESOTA 55442
TEL 763.945.8400
FAX 763.945.8400

GRADE PLAN

CONVENIENCE STORE 1213

NORTH LIBERTY, IOWA

NO.	DATE	DESCRIPTION
1	21 JAN 22	SUBMITTAL
2	04 MAR 22	GREEN ISLAND
3	23 SEP 22	CITY COMMENTS

DESIGN BY: _____

SCALE: _____ GRAPHIC: _____

PROJ. NO.: 21-1213

DATE: 20DEC2021

SHEET: **SP2**

NOTED & LOAN FILED

STORM DRAINAGE:

- Unless otherwise indicated, use reinforced, precast, concrete maintenance holes and catchbasins conforming to ASTM C478, furnished with water stop rubber gaskets and precast bases. Joints for all precast maintenance hole sections shall have confined, rubber "O"-ring gaskets in accordance with ASTM C443. These joints are normally used in sewers to hold infiltration to a practical minimum and are designed up to 30'. The inside barrel diameter shall not be less than 48 inches. See SUDAS Std. SW-401 for circular storm sewer manholes and SUDAS Std. SW-502 for circular single grate intake catchbasins.
- Install catchbasin castings with specified top elevation at the front rim.
- All joints and connections in the storm sewer system shall be gastight or watertight. Joints between concrete structures and piping shall be made with mechanical joints. Use approved resilient rubber seals or waterstop gaskets in order to make watertight connections to manholes, catchbasins, and other structures in conformance with ASTM C933 or as otherwise permitted by the local authority. Cement mortar joints are permitted only for repairs or connections to existing lines having such joints, or unless otherwise permitted by the administrative authority.
- The building sewer starts 2 feet outside of the building. Use Uniform Plumbing Code (UPC) part 715.1. Material installed within 2 feet of the building must be of materials approved for use inside of or within the building.
- PVC Pipe (Outside of the Building):** Use solid-core, SDR-35, ASTM D3034 Polyvinyl Chloride (PVC) Pipe for designated PVC storm sewer services 4 to 15-inches in diameter outside of the building. Use solid-core, SDR-35, ASTM F879 Polyvinyl Chloride (PVC) pipe for designated PVC storm sewer services 18 to 27-inches in diameter outside of the building. Joints for all storm sewer shall have push-on joints with elastomeric gaskets. Use of solvent cement joints is allowed for building services. Solvent cement joints in PVC pipe must include use of a primer which is of contrasting color to the pipe and cement in accordance with Uniform Plumbing Code (UPC), part 605.13.2. Pipe with solvent cement joints shall be joined with PVC cement conforming to ASTM D2564. Lay all PVC pipe on a continuous granular bed. Installation must comply with ASTM D2321.
- Cleanouts:** Install cleanouts on all roof drains. Cleanouts shall be installed at every rise, sweep, and bend. Install cleanouts on all storm sewer services in accordance with UPC part 719.0 and 1101.12. The distance between cleanouts in horizontal piping shall not exceed 100 feet for pipes 10-inches and under in size. Cleanouts shall be of the same nominal size as the pipes they serve. Install a meter box frame and solid lid (Neanah R-1914-A, or approved equal) over all cleanouts. Provide cleanouts at the base of the roof leader connections at the gas island pump stations.
- Fittings:** Provide directional fittings for the storm piping serving the gas island pump stations. All changes in direction of flow in storm piping shall be made by the appropriate use of 45 degree wyes, long or short sweep quarter bends, sixth, eighth, or sixteenth bends, or by a combination of these or other equivalent fittings.
- RCF:** Reinforced concrete pipe (RCP) and fittings shall conform to ASTM C76, Design C, with circular reinforcing for the class of pipe specified. Use Class IV RCP for pipes 21" and larger. Use Class V RCP for pipes 18" and smaller. Joints shall be made up of concrete surfaces with a grommet for an O-ring rubber gasket (also referred to as a confined O-ring type joint) in accordance with ASTM C361. These joints are normally used in gravity sewers where exceptional tightness is required. This type of joint provides excellent inherent water tightness in both the straight and deflected position and meets all the joint requirements of ASTM C443.
- RC Access:** Install a reinforced concrete apron on the free end of all daylighted RCP storm sewer pipes. Tie the last three sections (daylight apron) of all daylighted RCP storm sewer with a minimum of two tie bolts (fasteners per joint). This requirement applies to both upstream and downstream pipe inlets and outlets. For concrete culverts, tie all joints. Tie to be used only to hold the pipe sections together, not for pulling the sections tight. Nuts and washers are not required on inside of 675 mm (27 inch) or less diameter pipes.
- Grates on horizontal pipes:** Install safety-trap grates on all horizontal inlets/outlets greater than 6 inches in diameter. The grates shall be placed so that the rods or bars are not more than 3 inches downstream of the inlet/outlet. Rods or bars shall be spaced so that the openings do not permit the passage of a 6-inch sphere.
- Testing:** Test all portions of storm sewer that are within 10 feet of buildings, within 10 feet of buried water lines, within 50 feet of water wells, or that pass through soil or water identified as being contaminated in accordance with UPC part 1102.0. Test all flexible storm sewer lines for deflection after the sewer line has been installed and backfill has been in place for at least 30 days. No pipe shall exceed a deflection of 5%. If the test fails, make necessary repairs and retest.
- Drainage:** Perforated under-drains shall be sloped single wall corrugated HDPE. Install drainage with high permeability circular knit polymeric filament filter sock per ASTM D6707-01.
- Use SUDAS Std. SW-603 Type R casting with curb inlet grate, or approved equal, on CB#2, CB#3, CB#4, CB#5, CB#6, CB#7, CB#8, and CB #9. Casting shall include the "NO DUMPING, DRAINS TO RIVER," environmental notice.
- Use SUDAS Std. SW-602 casting with self-sealing, solid, Type E lid, or approved equal, on all storm sewer maintenance holes. Covers shall bear the "Storm Sewer" label.
- Trace Wire:** Install locating wires on all conductive and non-conductive storm sewer, sanitary sewer, and water lines in accordance with the MRWA Trace Wire Specification Guide and Details (www.mrwa.com/CSW/TraceWireSpecGuideHowtoUse.pdf). Use #12 HDPE-insulated copper-clad steel wire rated for underground service. The color of the insulating jacket shall be as follows: groundred, storm sewer-green, sanitary sewer-green, and water line-blue. Install the wire on the bottom side of the pipe below the spring line. Fasten the wire to the pipe with tape or plastic ties at 5' intervals. Do not wrap the trace wire around the corresponding utility. Do not connect the trace wire to existing conductive utilities. Use Copperhead Dycron 3-Way or Loading Snake Bille connectors rated for underground direct bury applications or approved equal of all crossings or service connections. Test on connectors are not allowed. Trace wire must be properly grounded at all dead ends and services. Install grade-level/in-ground trace wire access boxes and drive-in magnesium grounding anodes at all dead ends, services, and the hydrants. Trace wire access boxes shall be color coded as follows: storm sewer-green, sanitary sewer-green, and water line-blue.
- Detectable Warning Tape:** Install detectable underground warning tape directly above all underground utilities at a depth of 457 mm (18 inches) below finished grade, unless otherwise indicated. Underground warning tape shall be 6-inches wide with a minimum 5.0 mil overall thickness. Tape shall be manufactured using a 0.8 mil clear virgin polypropylene film, reverse printed and laminated to a 0.35 mil solid aluminum foil core, and then laminated to a 3.75 mil clear virgin polyethylene film. The aluminum backing makes underground assets easy to find using a non-ferrous locator. Tape shall be printed using a diagonally striped design for maximum visibility and meet the ASTM Color-Code standard for identification of buried utilities. Use Pro-Line Safety Products (www.prolinesafety.com) detectable marking tape or approved equal.
- The minimum depth of cover for building and canopy roof drain leaders without insulation is 5 feet. Insulate roof drain leaders at locations where the depth of cover is less than 5 feet. Provide a minimum insulation thickness of 2 inches. The insulation must be at least 4 feet wide and centered on the pipe. Install the insulation boards 6 inches above the tops of the pipes on mechanically compacted and leveled pipe bedding material. Use high density, closed cell, rigid board material equivalent to DOW Styrofoam HI-40 plastic foam insulation.
- Install all pipe with the ASTM identification numbers on the top for inspection. Commence pipe laying at the lowest point in the proposed sewer line. Field verify that there is positive drainage at the outfall location. Lay the pipe with the bell end or receiving groove end of the pipe pointing upgrade. When connecting to an existing pipe, uncover the existing pipe in order to allow any adjustments in the proposed line and grade before laying any pipe. Do not lay pipes in water or when the trench conditions are unsuitable for such work.
- Clean sediment and debris from sewers, sumps and stormwater basins prior to final owner acceptance.
- Telesize all existing lines prior to connection.
- Provide a final storm water management report that will serve to verify that the intent of the approved storm water management design has been met. The report shall include record drawings, measurements, and photographic evidence of the as-built storm water management system. The report shall substantiate that all aspects of the original design have been adequately provided for by the construction of the project.
- Install finger drains at each and every proposed catchbasin (see detail). Finger drains around catch basin inlets shall not be installed below the crown of the storm drain piping.

HDPE REQUIREMENTS:

- Install dual-wall, smooth interior, corrugated high-density polyethylene (HDPE) pipe at locations indicated on the plan. High-density polyethylene (HDPE) storm sewers must meet ASTM F714.
- Dual-wall, smooth interior, corrugated high-density polyethylene (HDPE) pipe shall conform to the requirements of ASTM M252 for pipe sizes 4-inch to 10-inch diameter. Dual-wall, smooth interior, corrugated high-density polyethylene (HDPE) pipe shall conform to the requirements of ASTM F2306 (virgin PE material) for pipe sizes 12-inch to 60-inch diameter.
- All fittings must comply with ASTM Standard D3212.
- Water-tight joints must be used at all connections including structures in conformance with ASTM D2312.
- HDPE pipes must be listed and labeled.
- HDPE pipes must be installed with a minimum 10-foot separation from water piping and may not cross above water service lines (see UPC Section 720.1).
- HDPE pipes must not be installed within 10 feet of building. The connection between HDPE and a different pipe material must be made by means of an approved transition coupling for the specific application.
- HDPE pipe connections into all concrete structures must be made with water tight materials utilizing Nyplast Adaptors along with Press-Seal or Kor-N-Seal "Watertight Connector", Cast-A-Seal "Precast Watertight Connector", or approved equals. Where the alignment precludes the use of the above approved watertight methods, Corseal 231 WaterStop sealant, or approved equal will only be allowed as approved by the Administrative Authority.
- HDPE pipe installation must be open-trench on a continuous granular bed per ASTM D2321 and manufacturer's installation instructions. All sections of the corrugated HDPE pipe shall be coupled in order to provide water tight joints.
- Perform deflection tests on all HDPE pipe after the sewer lines have been installed and backfill has been in place for at least 30 days. No pipe shall exceed a deflection of 5%. If the test fails, make necessary repairs and perform the test again until acceptable. Supply the necessary for deflection testing. If the deflection test is to be run using a rigid ball or mandrel, it shall have a diameter equal to 90% of the inside diameter of the pipe. The ball or mandrel shall be clearly stamped with the diameter. Perform the tests without mechanical pulling devices.

Kwik Trip

Kwik Star

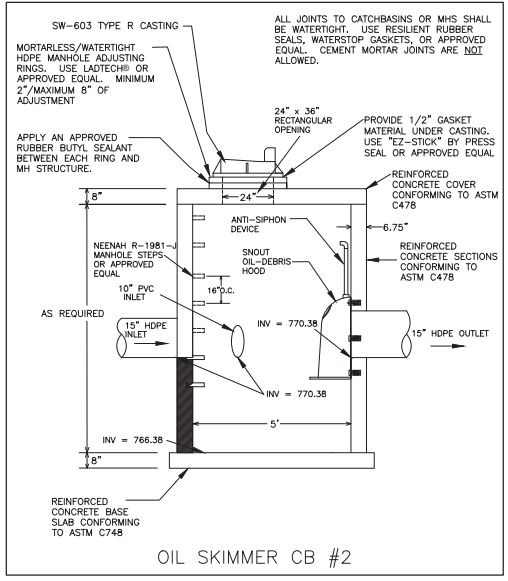
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STORM NOTES AND DETAILS

CONVENIENCE STORE #213

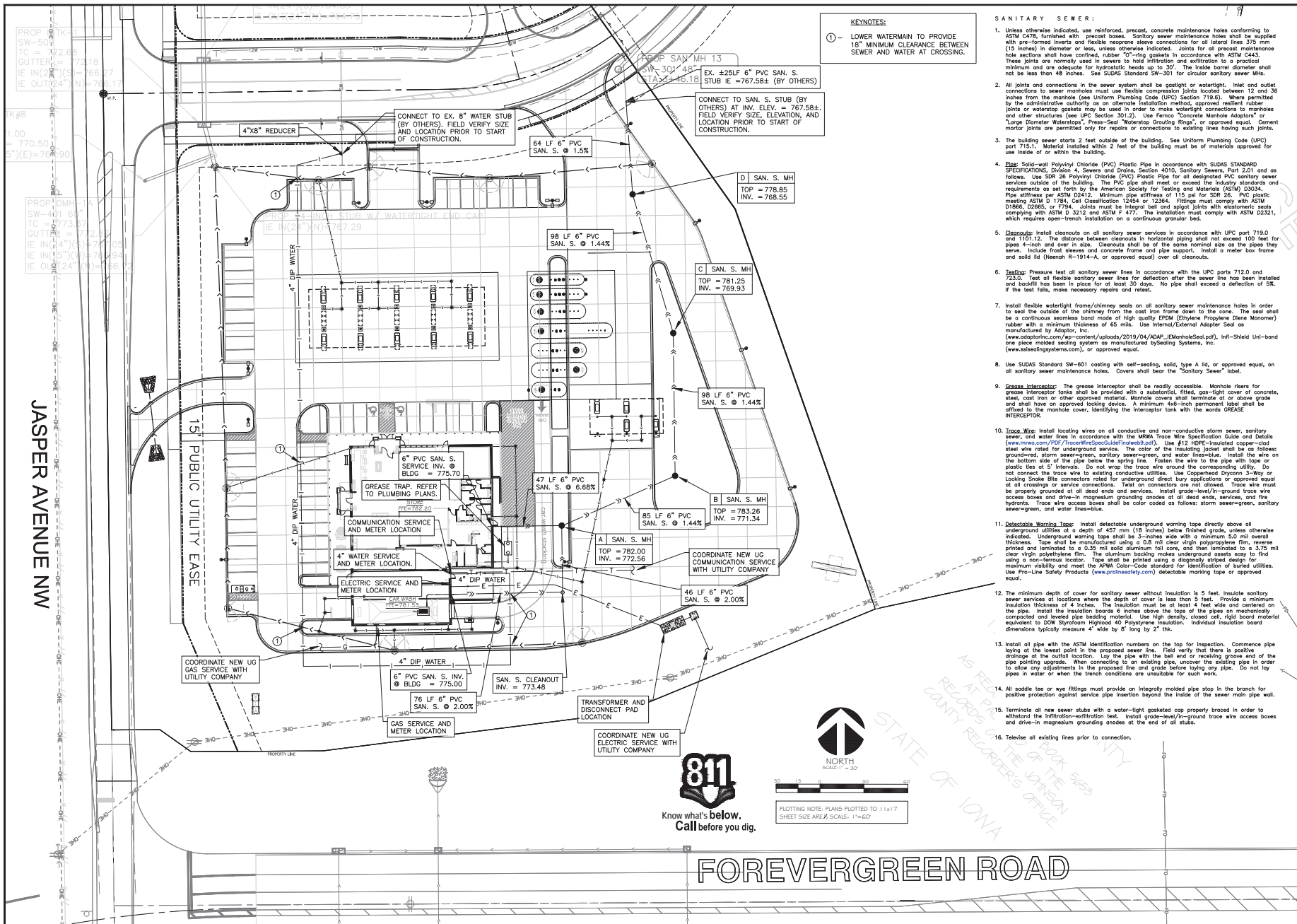
NORTH LIBERTY, IOWA



NO.	DATE	DESCRIPTION
-	2/1/2022	SUBMITTAL
-	1/04/2022	GREEN ISLAND
-	2/25/2022	CITY COMMENTS

DRAWN BY: SCALE: GRAPHIC
PROJ. NO.: 21-1213
DATE: 2/06/2021
SHEET: SP3.1

NOTES: 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000



KEYNOTES:

1. LOWER WATERMAIN TO PROVIDE 18" MINIMUM CLEARANCE BETWEEN SEWER AND WATER AT CROSSING.

SANITARY SEWER:

1. Unless otherwise indicated, use reinforced, precast, concrete manhole boxes conforming to ASTM C478, furnished with precast concrete manhole boxes shall be supplied with pre-formed inverts and flexible neoprene sleeve connections for all lateral lines 375 mm (15 inches) in diameter or less, unless otherwise indicated. Joints for all precast manhole box sections shall have confined, rubber "O"-ring gaskets in accordance with ASTM C443. These joints are normally used in sewers to hold infiltration and exfiltration to a practical minimum and are adequate for hydrostatic heads up to 30'. The inside barrel diameter shall not be less than 48 inches. See SUDAS Standard SW-301 for circular sanitary sewer MHs.
2. All joints and connections in the sewer system shall be gasketed or watertight. Inlet and outlet connections to sewer manholes must use flexible compression joints located between 12 and 36 inches from the manhole (see Uniform Plumbing Code (UPC) Section 719.6). Where permitted by the administrative authority on an alternate installation method, approved resilient rubber joints or watertight gaskets may be used in order to make watertight connections to manholes and other structures (see UPC Section 301.2). Use Fernco "Concrete Manhole Adapters" or "Large Diameter Waterstops", Press-Seal "Waterstop Grouting Rings", or approved equal. Cement mortar joints are permitted only for repairs or connections to existing lines having such joints.
3. The building sewer starts 2 feet outside of the building. See Uniform Plumbing Code (UPC) part 715.1. Material installed within 2 feet of the building must be of materials approved for use inside of or within the building.
4. **4. Pipe:** Solid-well Polyvinyl Chloride (PVC) Plastic Pipe in accordance with SUDAS STANDARD SPECIFICATIONS, Division 4, Sewers and Drains, Section 4010, Sanitary Sewers, Part 2.01 and as follows. Use SDR 26 Polyvinyl Chloride (PVC) Plastic Pipe for all designated PVC sanitary sewer services outside of the building. The PVC pipe shall meet or exceed the industry standards and requirements as set forth by the American Society for Testing and Materials (ASTM) D3034. Pipe stiffness per ASTM D2412. Minimum pipe stiffness of 11.5 for SDR 26. PVC plastic meeting ASTM D 1784, Cell Classification 12454 or 12364. Fittings must comply with ASTM D1861, D2065, or F1984. Joints must be integral bell and gasket joints with elastomeric seals complying with ASTM D 3212 and ASTM F 477. The installation must comply with ASTM D2321, which requires open-trench installation on a continuous granular bed.
5. **5. Cleanouts:** Install cleanouts on all sanitary sewer services in accordance with UPC part 719.0 and 1101.12. The distance between cleanouts in horizontal piping shall not exceed 100 feet for pipes 4-inch and over in size. Cleanouts shall be of the same nominal size as the pipes they serve. Include front sleeves and concrete frame and pipe support. Install a meter box frame and solid lid (Heenah R-1914-A, or approved equal) over all cleanouts.
6. **6. Testing:** Pressure test all sanitary sewer lines in accordance with the UPC parts 712.0 and 723.0. Test all flexible sanitary sewer lines for deflection after the sewer line has been installed and backfill has been in place for at least 30 days. No pipe shall exceed a deflection of 5% if the test fails, make necessary repairs and retest.
7. **7. Install flexible watertight frame/chimney seals on all sanitary sewer maintenance holes in order to seal the outside of the chimney from the cast iron frame down to the core. The seal shall be a continuous seamless barrier of high quality EPDM (Ethylene Propylene Diene Monomer) rubber with a minimum thickness of 65 mils. Use Internal/External Adapter Seal as manufactured by Adaptor, Inc. (www.adaptorinc.com/wp-content/uploads/2019/04/ADAP_ILManholeSeal.pdf), Infil-Seal Uni-brand one piece molded sealing system as manufactured by Sealing Systems, Inc. (www.sealing-systems.com), or approved equal.**
8. **8. Use SUDAS Standard SW-501 casting with self-sealing, solid, type A lid, or approved equal, on all sanitary sewer maintenance holes. Covers shall bear the "Sanitary Sewer" label.**
9. **9. Grease Interceptor:** The grease interceptor shall be readily accessible. Manhole risers for grease interceptor tanks shall be provided with a substantial, fitted, gas-tight cover of concrete, steel, cast iron or other approved material. Manhole covers shall terminate at or above grade and shall have an approved locking device. A minimum 4x6-inch permanent label shall be affixed to the manhole cover, identifying the interceptor tank with the words GREASE INTERCEPTOR.
10. **10. Trace Wire:** Install locating wires on all conductive and non-conductive storm sewer, sanitary sewer, and water lines in accordance with the MRBA Trace Wire Specification Guide and Details (www.mrbawire.com/PDF/TraceWireSpecificationGuide.pdf). Use #12 NRC-insulated copper-weld steel wire rated for underground service. The color of the insulating jacket shall be as follows: ground-water, storm sewer-green, sanitary sewer-blue, and water line-blue. Install the wire on the bottom side of the pipe below the spring line. Fasten the wire to the pipe with tape or plastic ties at 5' intervals. Do not wrap the trace wire around the corresponding utility. Do not connect the trace wire to existing conductive utilities. Use Copperhead Dycron 3-Way or Locking Splice Blue connectors rated for underground direct bury applications or approved equal at all crossings or service connections. Field on connections are not allowed. Trace wire must be properly grounded at all dead ends and services. Install grade-level/in-ground trace wire access boxes and drive-in magnesium grounding anodes at all dead ends, services, and fire hydrants. Trace wire access boxes shall be color coded as follows: storm sewer-green, sanitary sewer-blue, and water line-blue.
11. **11. Detectable Warning Tape:** Install detectable underground warning tape directly above all underground utilities at a depth of 457 mm (18 inches) below finished grade, unless otherwise indicated. Underdrain warning tape shall be 3-inches wide with a minimum 5.0 mil overall thickness. Tape shall be manufactured using a 0.8 mil clear virgin polypropylene film, reverse printed and laminated to a 0.35 mil solid aluminum foil core, and then laminated to a 3.75 mil clear virgin polyethylene film. The aluminum backing makes underground assets easy to find using a non-ferrous locator. Tape shall be printed using a diagonally striped design for maximum visibility and meet the AWWA Color-Code standard for identification of buried utilities. Use Pro-Line Safety Products (www.prolinesafety.com) detectable marking tape or approved equal.
12. **12. The minimum depth of cover for sanitary sewer without insulation is 5 feet. Insulate sanitary sewer services at locations where the depth of cover is less than 5 feet. Provide a minimum insulation thickness of 4 inches. The insulation must be at least 4 feet wide and centered on the pipe. Install the insulation boards 6 inches above the tops of the pipes on mechanically compacted and leveled pipe bedding material. Use high density, closed cell, rigid board material equivalent to DOW Styrofoam Highload 40 Polystyrene insulation. Individual insulation board dimensions typically measure 4' wide by 8' long by 2" thick.**
13. **13. Install all pipe with the ASTM identification numbers on the top for inspection. Commence pipe laying at the lowest point in the proposed sewer line. Field verify that there is positive drainage at the outlet location. Lay the pipe with the bell end or reeking groove end of the pipe pointing upgrade. When connecting to an existing pipe, uncover the existing pipe in order to allow any adjustments in the proposed line and grade before laying any pipe. Do not lay pipes in water or when the trench conditions are unsuitable for such work.**
14. **14. All saddle tee or wye fittings must provide an integrally molded pipe stop in the branch for positive protection against service pipe insertion beyond the inside of the sewer main pipe wall.**
15. **15. Terminate all new sewer stubs with a water-tight gasketed cap properly braced in order to withstand the infiltration-exfiltration test. Install grade-level/in-ground trace wire access boxes and drive-in magnesium grounding anodes at the end of all stubs.**
16. **16. Teleview all existing lines prior to connection.**

Kwik Trip

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UTILITY PLAN

CONVENIENCE STORE 1213

NORTH LIBERTY, IOWA

NO.	DATE	DESCRIPTION
-	2/1/2022	SUBMITTAL
-	1/04/2022	GREEN ISLAND
-	2/25/2022	CITY COMMENTS

DRAWN BY: SCALE: GRAPHIC
PROJ. NO.: 21-1213
DATE: 8/20/2021
SHEET: SP4

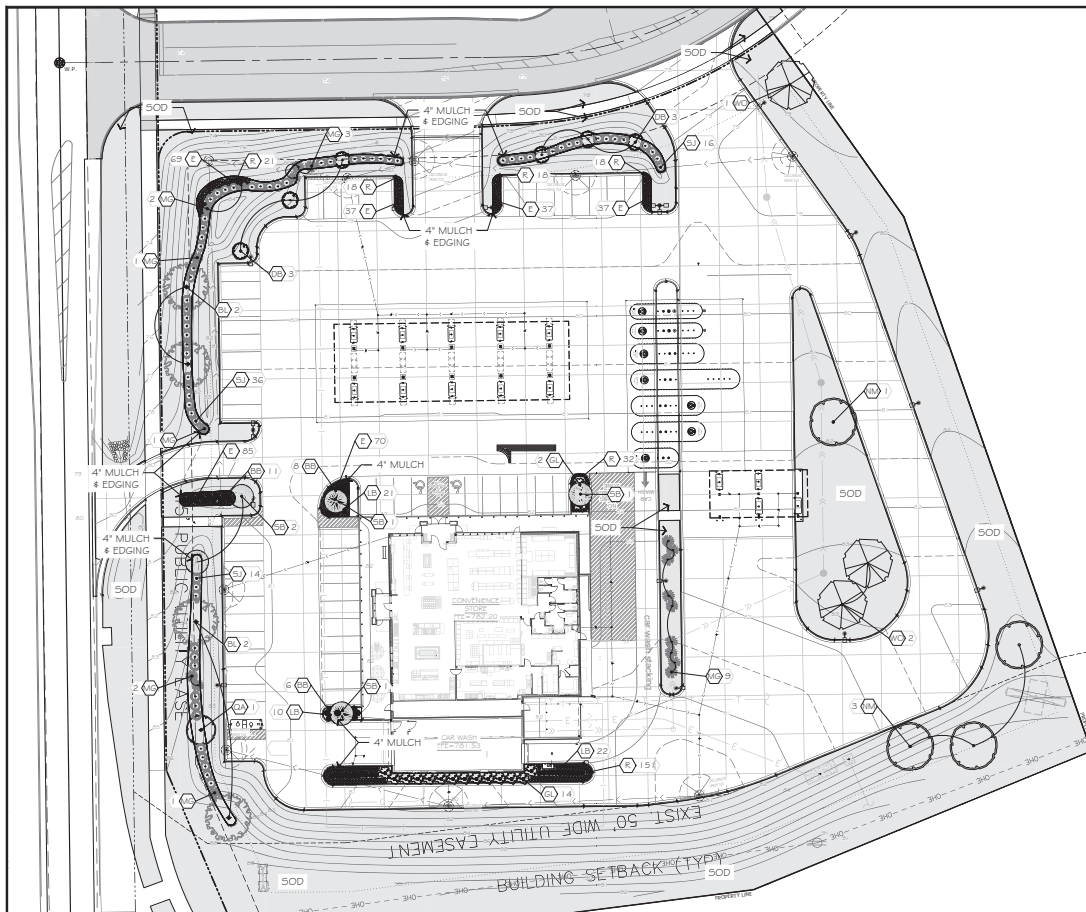


Know what's below.
Call before you dig.



PLOTTING NOTE: PLANS PLOTTED TO 11x17
SHEET SIZE AREA SCALE: 1"=60'

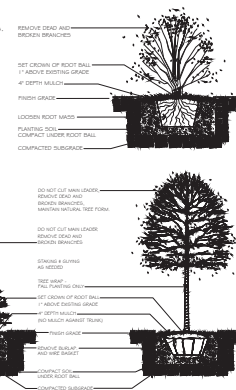
FOREVERGREEN ROAD



LANDSCAPE REQUIREMENTS:

- Parking lots less than 49,000 square feet shall retain 3% of their interior for landscaping islands.
- PARKING LOT SIZE: 46,823 sf
- INTERIOR LANDSCAPE REQUIRED: 1,405 sf
- INTERIOR LANDSCAPE PROVIDED: 2,745 sf
- 1 tree for every 2,000 square feet of building.
- BUILDING SIZE: 10,909 sf
- TREES REQUIRED: 6 trees min.
- TREES PROVIDED: 18 overstory trees

*All parking lots shall be screened from public streets utilizing plantings and berms to help maintain visually attractive corridors.



PLANT MATERIAL					HEIGHT x WIDTH
QUANTITY	SIZE	ROOT TYPE	COMMON NAME BOTANICAL NAME		
OVERSTORY TREES					
BL	4	2.5" CAL	BOLIVARD UNDEEN <i>Tilia americana 'Bolivard'</i>		50' x 30'
WD	3	2.5" CAL	WHITE OAK <i>Quercus alba</i>		50' x 30'
MA	4	2.5" CAL	NORTWOOD MAPLE <i>Acer rubrum 'Nortwood'</i>		50' x 30'
GA	1	1.0" HT	QUAKING ASPEN <i>Picea canadensis</i>		50' x 25'
DB	1	1.5" CAL	DAKOTA PINNACLE BIRCH <i>Betula platyphylla 'Tanger'</i>		30' x 0'
UNDERSTORY TREES					
SB	5	1.5" CAL	ALTUM BRILLIANT SERVICEBERRY <i>Amelanchier x grandiflora 'Autumn Brilliance'</i>		20' x 15'
PERENNIAL TREES					
MT	19	30" HT	MUGO TANNENBÄUM <i>Tilia togoensis 'Tannenbaum'</i>		12' x 6'
SL	66	#2 CONT	SEA GREEN JUMPER <i>Juniperus chinensis 'Sea Green'</i>		9' x 9'
SHRUBS					
GL	16	#3 CONT	GRD-LW FRAGRANT SUMAC <i>Rhus aromatica 'Grd-Lw'</i>		2' x 7'
PERENNIALS					
R	256	#1 CONT	GOLDSTRUM RUBRODIA <i>Rudbeckia Goldstrum</i>		30" x 18"
E	208	#1 CONT	PATIA ATTRACTION COMPTONIA <i>Comptonia purpurea 'Patia Attraction'</i>		20" x 12"
GRASSES					
BB	29	#1 CONT	BIG BLUESTEM <i>Andropogon gerardii</i>		5' x 3'
LB	83	#1 CONT	LITTLE BLUE STEM <i>Schizanthus scoparium</i>		4' x 2'
EDGING - 1,200 LT					
MULCH - 93 CY					
SOD - CA.330 SF					

- NOTES**
- CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FOR PLANTING IN ALL R.O.W.
 - LANDSCAPE CONTRACTOR SHALL VERIFY ALL UTILITIES WHICH MAY AFFECT HIS WORK.
 - LANDSCAPE CONTRACTOR SHALL COORDINATE HIS WORK WITH OTHERS AT SITE AND COMPLETE HIS WORK PER OWNERS CONSTRUCTION SCHEDULE.
 - ALL PLANT MATERIALS SHALL BE GUARANTEED ONE (1) FULL YEAR UPON TOTAL COMPLETION AND ACCEPTANCE BY OWNER, WITH ONE TIME REPLACEMENT AT APPROPRIATE TIME OR UPON REQUEST OF OWNER.
 - REPLACEMENT TOPSOIL SHALL BE CLEAN, FREE OF STONES, WEEDS, AND OTHER UNDESIRABLE DEBRIS.
 - PLANTING SOIL MIX (INCIDENTAL COST ITEM)
 - 1. MIX 1 LB. 5-20-20 COMMERCIAL FERTILIZER PER CU. YD. TOPSOIL
 - 2. THOROUGHLY MIX 1 PART SAND AND 1 PART FERTILIZER WITH 5-PARTS FERTILIZER AND TOP SOIL.
 - USE PLANTING SOIL AT ALL LOCATIONS PER DETAILS THIS SHEET.
 - LANDSCAPE CONTRACTOR SHALL VERIFY TOPSOIL DEPTH AND NOTIFY OWNER OF ANY DEFICIENCY.
 - SOD SHALL BE CULTURED WITH PREDOMINANTLY KENTUCKY BLUEGRASS SEED OF RECENT DISEASE RESISTANT INTRODUCTIONS. NO GUARANTEE ON SOD EXCEPT ANY SOD NOT SATISFACTORY AT TIME OF COMPLETION INSPECTION SHALL BE PROMPTLY REPLACED PRIOR TO COMPLETION OF JOB. STAKE SOD ON SLOPES 3:1 AND GRATE.
 - WHERE EXISTING CONCRETE/ASPHALT AREAS ARE TO BE REPLACED WITH LANDSCAPING, PROVISIONS SHOULD BE TAKEN TO COORDINATE EXCAVATION OF SUBSOIL TO A DEPTH OF 2' WITH GRADING CONTRACTOR. REPLACE WITH COMPACTED TOPSOIL. ALL AREAS TO BE LANDSCAPED AND SODDED SHALL BE GRADED SMOOTH AND EVEN.
 - LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR SODDING ALL AREAS WHICH ARE DISTURBED BY CONSTRUCTION INCLUDING ALL R.O.W. AND ADJACENT PROPERTIES.
 - LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR PROVIDING BLANKET ON ALL SEEDED AREAS THAT ARE SLOPED. MULCH APPLICATION FOR ALL OTHER SEEDED AREAS SHALL BE EITHER HYDROMULCH OR DISKED STRAW DEPENDING ON SEED TYPE, APPLICATION, AND OWNER REQUEST.
 - LANDSCAPE CONTRACTOR TO INSTALL VALLEY VIEW, BLACK DIAMOND EDGING AROUND ALL PLANTING BEDS AS SHOWN ON THIS PLAN.
 - ALL MULCH TO BE FINELY SHREDDED HARDWOOD ORGANIC DARK MULCH, NO DIED MULCHES. INSTALL 4" DEPTH. NO FILTER FABRIC BENEATH ORGANIC MULCHES. NO EDGING AROUND ALL TREES OUTSIDE SHRUB BEDS.
 - IF SPECIFIED, ALL GRAVEL MULCH SHALL BE 1" DIA. WASHED "RIVER ROCK". INSTALL 4" DEPTH WITH APPROVED WEED FABRIC BARRIER IF INDICATED PLAN.
 - LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR IRRIGATION SYSTEM INSTALLATION PER IRRIGATION PLAN. DESIGN SHALL BE APPROVED BY OWNER PRIOR TO INSTALLATION. IRRIGATION DESIGN SHOULD ENCOMPASS ALL LANDSCAPE AREAS WITH SOD AND/OR PLANTINGS, FROM CURB TO CURB. R.O.W. SHOULD BE IRRIGATED FROM SPRINKLER HEADS LOCATED WITHIN PROPERTY BOUNDARY. CARE SHOULD BE TAKEN IN VICINITY OF ALL WALKS AND DRIVES TO MINIMIZE OVER SPRAY. COORDINATE INSTALLATION OF ALL PVC SLEEVE UNDER DRIVE AREAS WITH GENERAL CONTRACTOR.
 - LANDSCAPE CONTRACTOR SHALL CLEAN ALL PAVEMENT AREAS AFTER ALL LANDSCAPE INSTALLATION IS COMPLETE AND ACCEPTED BY OWNER AND DAILY AS DEEMED NECESSARY BY THE CITY.
 - GENERAL CONTRACTOR TO SWEEP PAVEMENT AREAS PRIOR TO TURN OVER TO OWNER.



Kwik Trip

Kwik Star

KWIK TRIP, Inc.
P.O. BOX 2107
1625 OAK STREET
LACROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8960

INSITES
1311 Fernbrook Lane North, STE 200
Plymouth, Minnesota 55447
763.381.8400
561.661.0000



LANDSCAPE PLAN

CONVENIENCE STORE 1213

NORTH LIBERTY, IOWA

NO.	DATE	DESCRIPTION
1	21 JAN 22	SUBMITTAL
2	10 MAR 22	GREEN ISLAND
3	23 SEP 22	CITY COMMENTS
DRAWN BY		
SCALE		
PROJ. NO.		
DATE		
SHEET		

L1

Resolution No. 2022-104

**RESOLUTION APPROVING THE PRELIMINARY SITE
PLAN FOR LOT 1, THE EVERMORE PART TWO, NORTH
LIBERTY, IOWA**

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

WHEREAS, the applicant, Kwik Trip, Inc., has filed with the City Clerk a preliminary site plan;

WHEREAS, the property is described as:

Lot 1, The Evermore, Part Two, North Liberty, Johnson County, Iowa, said tract of land contains 3.86 acres;

WHEREAS, said preliminary site plan has two findings:

1. The commercial use of the property would be consistent with the current C-2-A District and the Comprehensive Plan Future Land Use Map designation of Commercial; and
2. The site plan would achieve consistency with North Liberty Code of Ordinances Section 165.05(2) entitled, "Preliminary Site Plan Review," and Section 169.10 entitled "Design Standards" and other Code of Ordinance requirements;

WHEREAS, said preliminary site plan has been examined by the North Liberty Planning and Zoning Commission, which recommended that the preliminary site plan be approved no conditions.

NOW, THEREFORE, BE IT RESOLVED that the City Council of North Liberty, Iowa, does hereby approve the preliminary site plan for Lot 1, The Evermore, Part Two, North Liberty, Iowa.

APPROVED AND ADOPTED this 11th 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



A to Z Site Plan



October 4, 2022

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

Re: Request of Galaga Enterprises, LC to approve a Preliminary Site Plan for a building trade and services building and related site improvements on 1.72 acres. The property is located at 625 240th 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:

Findings:

1. The commercial use of the property would be consistent with the current C-2-A District and the Comprehensive Plan Future Land Use Map designation of Commercial; and
2. The site plan would achieve consistency with North Liberty Code of Ordinances Section 165.05(2) entitled, "Preliminary Site Plan Review", and Section 169.10 entitled "Design Standards" and other Code of Ordinance requirements.

Recommendation:

The Planning Commission accepted the two listed findings and forwards the request to approve the Preliminary Site Plan 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 Galaga Enterprises, LC to approve a Preliminary Site Plan for a building trade and services building and related site improvements on 1.72 acres. The property is located at 625 240th 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:

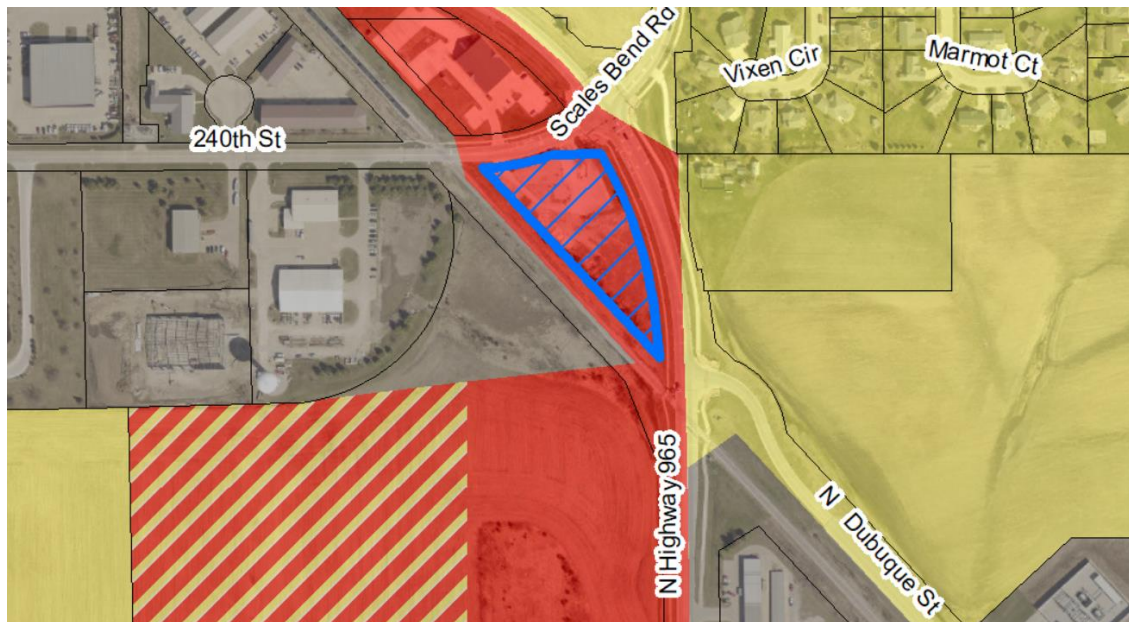
The site plan proposes a building and services building and related site improvements on 1.72 acres.

2. Existing Zoning:

The property is currently zoned C-2-A Highway Commercial District. "Building Trades and Services" is listed as a permitted uses in the C-2-A District.



3. **Comprehensive Plan Future Land Use Map Designation:** Commercial. The C-2-A District is consistent with the Commercial Land Use Designation.



4. **Public Input:**

No public comments have been received.

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

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

- *The general drainage pattern and location of storm water detention features.* **Provided.**
- *The general location, type and size of landscaping and ground cover illustrated in color perspective.* **Provided.**
- *A rendering, elevation or photo of the proposed development.* **Provided.**

North Liberty Code of Ordinances Section 168.07 entitled, "Uses Defined and Use Standards" sets forth certain design standards (applicable Ordinance language in italics and staff analysis in bold).

Section 168.07(15)

15. Building Trades and Services

- A. Defined. Building Trades and Services means an establishment that undertakes activities related to building construction projects, as well as those that provide repair and maintenance services to buildings, including building systems, home appliances, and the like. These specialized trade contractors may work on subcontract from a general contractor, performing only part of the work covered by the general contract, or they may work directly for the owner of the building or project. Building and Trade Services uses primarily perform their work at the site of the structure being constructed or serviced, although they also may have shops where they perform work incidental to the job site. Examples of building trades and services include electrical, plumbing, heating, and air conditioning contractors, painting, masons, stone and tile setters, glass and glazing services.
- B. Use Standards.
 - (1) Building area shall be limited to 7,500 square feet in the C-2-A, C-2-B and C-3 Districts.
 - (2) Vehicles such as cars, vans and pickup trucks shall be permitted in designated parking spaces in any location. Box trucks, and other similar vehicles, along with trailers which may be pulled by permitted vehicles, shall also be permitted in designated parking spaces, but shall not be located within a front or corner side yard. Smaller equipment such as skid loaders, forklifts, etc. may be permitted, provided they are stored indoors or inside enclosed trailers. Heavy vehicles and equipment such as tractor trailers, semi-trucks, construction equipment, and other large specialty vehicles as determined by Code Official shall be prohibited.
 - (3) Outdoor storage shall only be permitted in the I-1 District.
 - (a) Outdoor storage or display areas shall be screened with landscaping consisting of shade trees and evergreen trees and shrubs. Such landscaped area shall be of sufficient width and density to provide an effective and aesthetically pleasing screen with trees and shrubs not less than five feet in height when planted. In lieu of planting strips, a six-foot tall solid vertical fence or masonry, heavy wood

- construction, or other similar material approved by the Code Official may be used as a screen.
- (b) Outdoor storage or display shall be allowed only on hard-surface areas paved to parking lot specifications with asphalt or concrete.
- (4) See Section 169.05(B) for outdoor storage areas as an accessory use.

It is staff's opinion that the site plan achieves consistence with the aforementioned design standards.

North Liberty Code of Ordinances Section 169.10 entitled, "Design Standards" sets forth certain design standards (applicable Ordinance language in italics and staff analysis in bold).

Requirements for All Districts.

- Building design shall be visually harmonious and compatible with the neighborhood character.
- Buildings located on property with double frontages shall have similar wall design facing both streets.
- Except for RS RD,R-MH and ID districts, color schemes shall be primarily based on earth tones. Earth tone colors include colors from the palette of browns, tans, greys, greens, and red. Earth tone colors shall be flat or muted. Building trim and accent areas may feature non-earth tone and brighter colors. In any district, the use of high intensity colors, neon or fluorescent color and neon tubing is prohibited.
- Except in the R-MH district, a minimum roof pitch of 5:12 shall apply to gable, hip, or shed roofs and there shall be a minimum roof overhang at the eaves of 12 inches. This does not apply to portions of a roof that are separate from the structure's primary roof. Metal roofs shall not be corrugated or similar appearance. The color of the roof shall be visually harmonious and compatible with the building color scheme.

It is staff's opinion that the site plan achieves consistence with the aforementioned design standards.

Requirements for Non-Residential and Commercial Districts

Requirements for Non-Residential (including mixed-use) Development in Residential Districts. The following requirements shall be observed for all non-residential development in the RS, RD, RM and ID districts:

- Minimum required masonry on front and corner side yard building elevations is 60%. Required masonry does not apply to accessory structures.
- For exterior walls not composed of masonry products, wall coverings shall be wood and/or vertical or horizontal grooved siding or lapped siding, or materials of similar appearance.

Requirements for Development in Commercial Districts.

Commercial zoning districts are intended to enhance public welfare by providing for safe, convenient, high quality pedestrian-oriented commercial centers that contribute to

community identity as energetic and attractive focus points. Through development and redevelopment within these districts, the city recognizes the importance of creating high quality development areas to the quality of life for residents of the city, the impact quality development has on the image of the community, and the need to provide restrictions and guidelines to enhance visual appearance and functionality. The objectives addressed through these regulations include the following:

- Design. To achieve appealing aesthetic design through high quality architecture and construction, with attention to placement, relationship, and orientation of structures and amenities to provide both internal cohesiveness and compatibility with surrounding uses.
- Walkability. To achieve overall development patterns that encourage walking and reduce dependence on the automobile to travel from one business to another, and so reduces the dominance of the automobile within the development.
- Human-scale Activity. To achieve a sense of place by emphasizing pedestrian interaction with commercial uses rather than sprawling automobile-dominated designs, both in building architecture and public or private outdoor areas.
- Compatible Uses. To achieve the right blend of uses, compact and well-designed, that complement each other and provide cohesive overall developments.

It is staff's opinion that the site plan achieves consistence with the aforementioned design standards.

6. Staff Recommendation:

Findings:

1. The commercial use of the property would be consistent with the current C-2-A District and the Comprehensive Plan Future Land Use Map designation of Commercial; and
2. The site plan would achieve consistency with North Liberty Code of Ordinances Section 165.05(2) entitled, "Preliminary Site Plan Review", Section 168.07 entitled, "Uses Defined and Use Standards", and Section 169.10 entitled "Design Standards" and other Code of Ordinance requirements.

Recommendation:

Staff recommends the Planning Commission accept the two listed findings and forward the request to approve a preliminary site plan for a building trade and services building and related site improvements on 1.72 acres to the City Council with a recommendation for approval.

Suggested motion:

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

PRELIMINARY SITE PLAN A2Z HEATING AND PLUMBING

625 240th STREET
CITY OF NORTH LIBERTY, IOWA

UTILITY AND EMERGENCY TELEPHONE NUMBERS	
AGENCY	CONTACT NUMBER
CITY OF NORTH LIBERTY, IOWA	
WATER AND WASTE WATER	(319)626-5700
POLICE DEPARTMENT	
BUSINESS	(319)626-5724
EMERGENCY	911
FIRE DEPARTMENT	
BUSINESS	(319)626-5717
EMERGENCY	911
IOWA ONE CALL (UTILITIES)	(319)292-8989
MIDAMERICAN ENERGY (NAT. GAS)	
BUSINESS	(800)329-6261
EMERGENCY	(800)595-5325
ALLIANT ENERGY (ELECTRIC)	
BUSINESS	(800)255-4268
LINN COUNTY R.E.C. (ELECTRIC)	
BUSINESS	(800)332-5400
SOUTH SLOPE (TELEPHONE, CABLE TV)	
BUSINESS	(319)626-2211
LOCATES	(800)292-8989
MEDIACOM (CABLE TV)	
BUSINESS	(800)332-0245
LOCATES	(800)292-8989

LOCATION MAP



(SCALE: APPROX. 1" = 500')

INDEX OF SHEETS	
NO.	DESCRIPTION
C1	TITLE SHEET
C2	OVERALL SITE PLAN
C3	BUILDING AREA SITE PLAN

LEGAL DESCRIPTION

ALL THAT PART OF THE NW 1/4 OF SECTION 12, TOWNSHIP 80 NORTH, RANGE 7 WEST OF THE 5TH P.M. LYING NORTH AND EAST OF THE SOUTH-OF-WEST OF THE CEDAR RAPIDS AND IOWA CITY RAILWAY COMPANY, EXCEPTING AND SUBJECT TO THE RIGHTS OF THE STATE OF IOWA AND THE PUBLIC IN AND TO U.S. HIGHWAY NO. 218, AS THE SAME IS NOW LOCATED AND AS SHOWN OF RECORD, ALL IN NORTH LIBERTY, JOHNSON COUNTY, IOWA.

OWNER/APPLICANT:
GALAXIA ENTERPRISES LLC
C/O SCOTT JONES AND DARLINE HORTON
PO BOX 530
165 HWY 865
NORTH LIBERTY, IOWA 52317
PH: 319-351-2743
sjones@szheatingandplumbing.com
D Horton@szheatingandplumbing.com

ENGINEER/CONTACT:
BRAIN ENGINEERING, INC.
1540 MIDLAND COURT NE
CEDAR RAPIDS, IOWA 52402
PH: 294-9424
FAX: 294-1056
EMAIL: dora@brain-eng.com

REQUEST: PRELIMINARY SITE PLAN APPROVAL
SITE ADDRESS: 625 240th STREET

FUTURE LAND USE DESIGNATION

COMMERCIAL

EXISTING ZONING & USE

EXISTING ZONING: C-2-A, HIGHWAY COMMERCIAL DISTRICT
PROPOSED ZONING: NO CHANGE
PROPOSED USE: HEATING AND PLUMBING CONTRACTOR

C-2-A SETBACK REQUIREMENTS

BUILDING SETBACKS:
FRONT YARD - 25 FEET
CORNER SIDE YARD - 25 FEET
REAR YARD - 20 FEET
SIDE YARD - 10 FEET

PARKING SETBACKS:
RIGHT-OF-WAY LINE - 10 FEET
REAR LOT LINE - 5 FEET
SIDE LOT LINE - 5 FEET

SITE AREA CALCULATION

TOTAL SITE AREA: 74,808 SQ. FEET = 1.72 ACRES
EXISTING HARD SURFACING = 30,307 SQ. FEET = 40.5%
EXISTING OPEN SPACE = 44,501 SQ. FEET = 59.5%
PROPOSED BUILDING AREA (INCL. PORCH OVERHANG) = 6,266 SQ. FEET = 8.4%
PROPOSED PAVING AREA = 18,624 SQ. FEET = 24.9%
PROPOSED HARD SURFACING = 24,920 SQ. FEET = 33.3%
PROPOSED OPEN SPACE = 49,888 SQ. FEET = 66.7%

BUILDING INFORMATION:

HEATING AND PLUMBING CONTRACTOR: A2Z HEATING & PLUMBING
SINGLE STORY
BUILDING AREA = 6,086 SQ. FT.

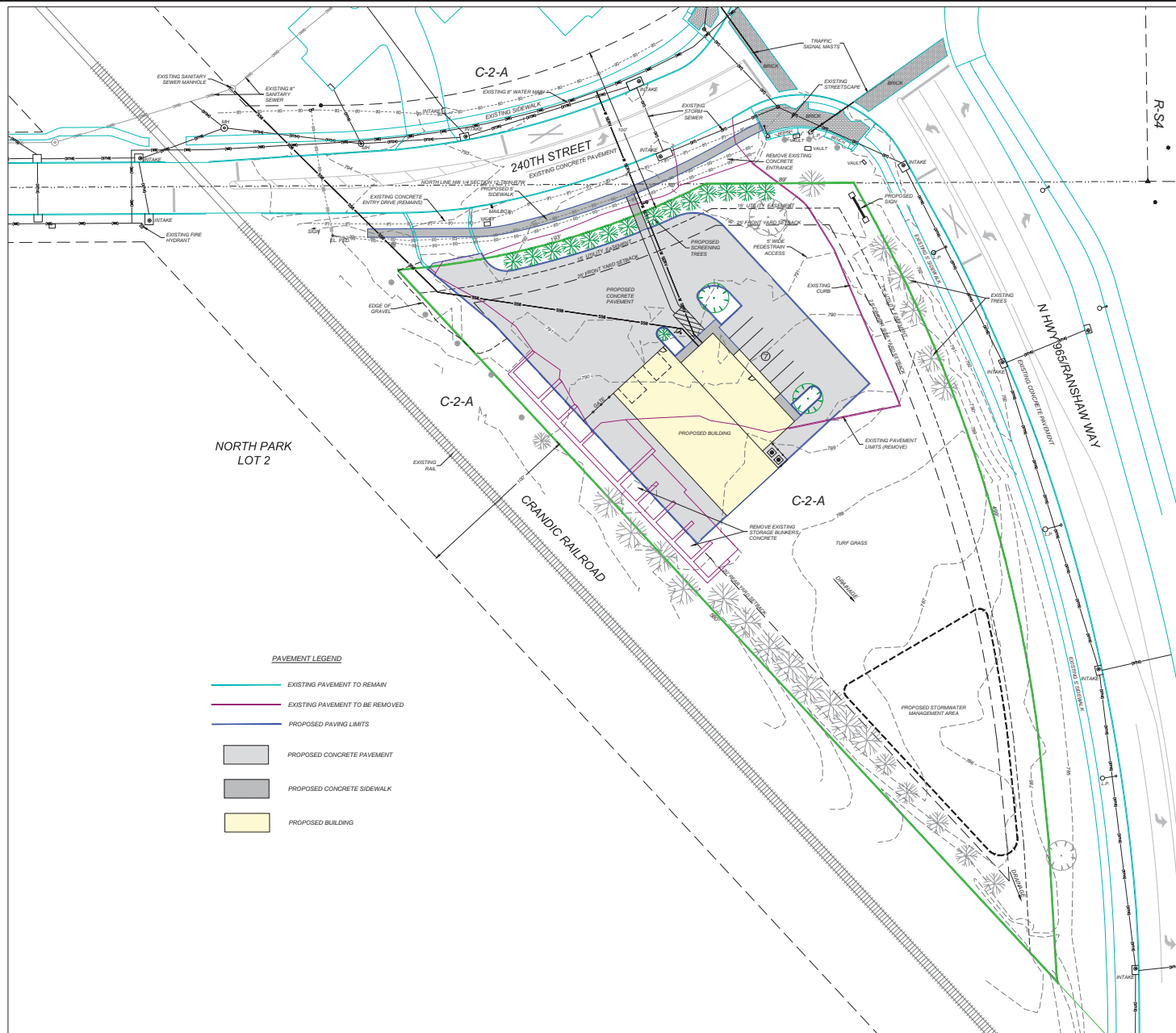
PARKING REQUIREMENTS

TOTAL PARKING SPACES REQUIRED:
INDUSTRY: 1 PER 1,000 S.F. GFA = 7 SPACES (6,086 SQ. FT.)
TOTAL PARKING PROVIDED: 9 SPACES
ADA SPACES REQUIRED: 1 INCL. 1 VAN ACCESSIBLE
ADA SPACES PROVIDED: 1 INCL. 1 VAN ACCESSIBLE

CONTACT PERSON

Contact Person	Daniel L. Schmitt
Telephone Number	(319) 294-9424
Fax Number	(319) 294-1056
Mailing Address	1540 Midland Court NE
Date Submitted	8/26/2022
Date Revised	9/23/2022

BRAIN CIVIL - LAND DEVELOPMENT - SURVEYING - TRANSPORTATION ENGINEERING, INC.	CHECK BY:	REVISION DATE
	DATE:	CITY FILE NO:
	REVIEWED BY:	Project No:
	DATE:	591522-10



NORTH PARK
LOT 2

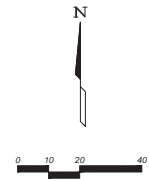
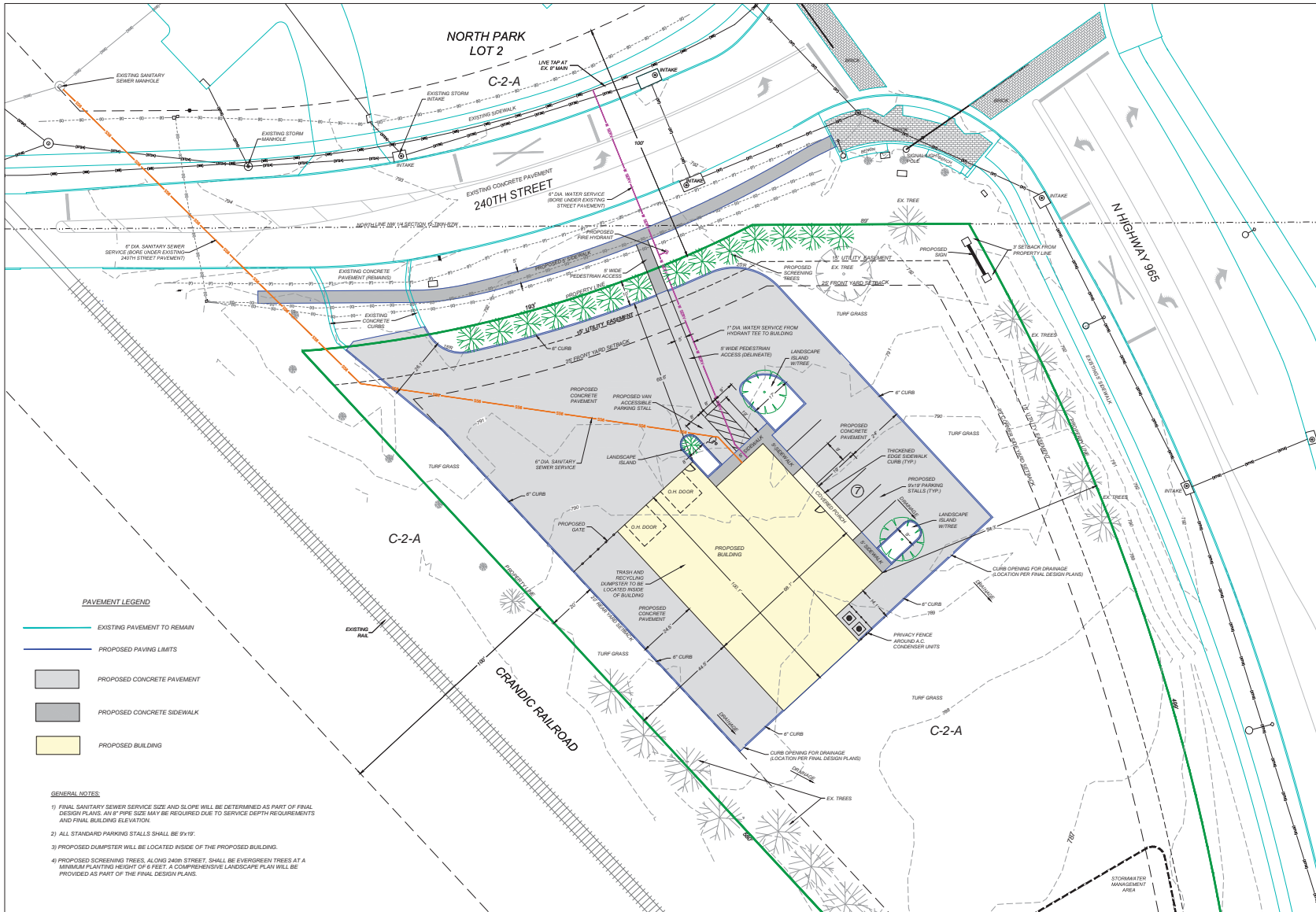
PAVEMENT LEGEND

- EXISTING PAVEMENT TO REMAIN
- EXISTING PAVEMENT TO BE REMOVED
- PROPOSED PAVING LIMITS
- PROPOSED CONCRETE PAVEMENT
- PROPOSED CONCRETE SIDEWALK
- PROPOSED BUILDING

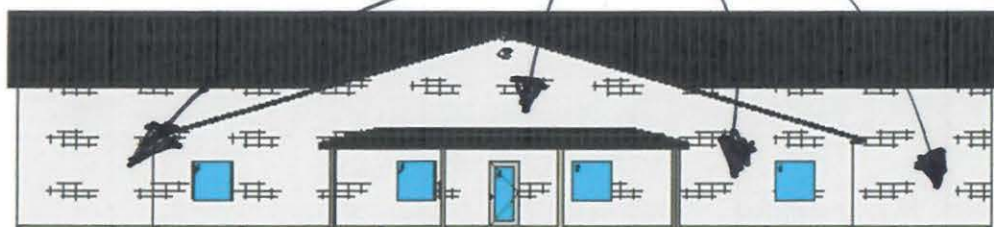


GENERAL NOTES:

- 1) REMOVALS INCLUDE THE FOLLOWING:
 A) ALL ON-SITE CONCRETE, ASPHALT, AND GRAVEL SURFACING INCLUDING
 B) EXISTING EASTERN Y SITE ENTRANCE
 C) EXISTING STORAGE BLANKET CONCRETE
 D) WESTERN SITE ENTRANCE TO REMAIN.
- 2) SEE SHEET C3 FOR SEWER AND WATER SERVICE INFORMATION AND DIMENSIONS FOR THE PROPOSED IMPROVEMENTS.
- 3) 15' UTILITY EASEMENT ADJACENT TO 240th STREET AND HWY 966 RECORDED IN BK: 4213, PD: 482-455 IN THE JOHNSON COUNTY RECORDER'S OFFICE.

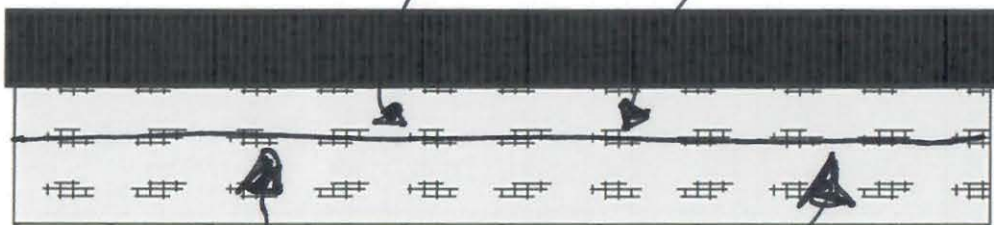


STONE VENEER 100%



(A2) ENDWALL 1 ELEVATION

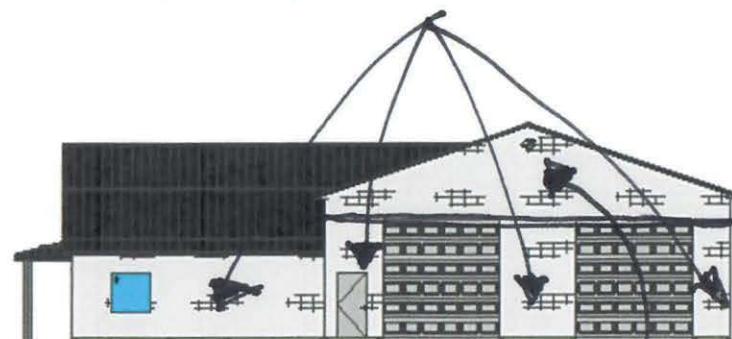
DOUBLE 5" VINYL SIDING 40%



(C2) ENDWALL 2 ELEVATION

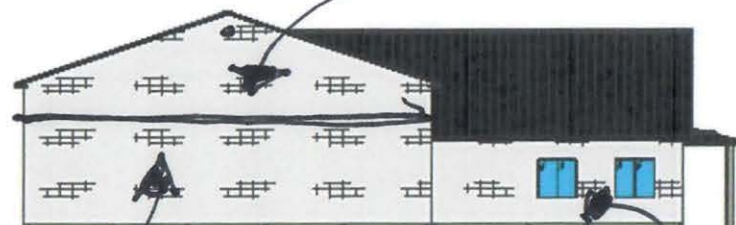
STONE VENEER 60%

STONE VENEER 60%



(B2) SIDEWALL 1 ELEVATION

DOUBLE 5" VINYL SIDING 40%



(D2) SIDEWALL 2 ELEVATION

STONE VENEER 60%



DEALER INFO.

Eastern Iowa Building Inc.
104 Williams Blvd
Fairfax, IA 52228-9514

CUSTOMER INFO.

A2Z Heating & Plumbing
1111 2nd Ave Sess
North Liberty, IA 52317

COMPLEX BUILDINGS

P21C-15499-00-00
P21C-15498-00-00

Cplx Direction



©2013 Lester

GPI X: P21C-15500-00-00
PROPOSAL DRAWINGS ONLY

Not intended for Construction Purposes
The information herein is for informational purposes only and is not intended to be used as a basis for construction. It is not intended to be used as a basis for construction. It is not intended to be used as a basis for construction.

Resolution No. 2022-105

**RESOLUTION APPROVING THE PRELIMINARY SITE
PLAN FOR 625 240TH STREET, NORTH LIBERTY, IOWA**

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

WHEREAS, the applicant, Galaga Enterprises LLC, has filed with the City Clerk a preliminary site plan;

WHEREAS, the property is described as:

All that part of the NW ¼ of Section 12, Township 80 North, Range 7 West of the 5th P.M. lying north and east of the right-of-way of the Cedar Rapids and Iowa City Railway Company, excepting and subject to the rights of the State of Iowa and the public in and to U.S. Highway 218, as the same is now located and as shown of record, all in North Liberty, Johnson County, Iowa;

WHEREAS, said preliminary site plan has two findings:

1. The commercial use of the property would be consistent with the current C-2-A District and the Comprehensive Plan Future Land Use Map designation of Commercial; and
2. The site plan would achieve consistency with North Liberty Code of Ordinances Section 165.05(2) entitled, "Preliminary Site Plan Review," Section 168.07 entitled, "Uses Defined and Use Standards," and Section 169.10 entitled, "Design Standards" and other Code of Ordinance requirements;

WHEREAS, said preliminary site plan has been examined by the North Liberty Planning and Zoning Commission, which recommended that the preliminary site plan be approved no conditions.

NOW, THEREFORE, BE IT RESOLVED that the City Council of North Liberty, Iowa, does hereby approve the preliminary site plan for 625 240th Street, North Liberty, Iowa.

APPROVED AND ADOPTED this 11th 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



Heritage Drive Stormwater 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 CLOTHILDE B. STEWART, owner of the real estate described herein, (hereinafter referred to as "Property Owner," which expression shall include her 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 80 Heritage Drive, North Liberty, Iowa, which property is legally described as follows:

The Northern 20' and Eastern 40' of Lot 48 in Liberty Heights Addition to North Liberty, Iowa, according to the plat thereof recorded in 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 27 day of September, 2022.

PROPERTY OWNER:

CITY:

Signed: Clothilde B. Stewart
Clothilde B. Stewart, Owner

Signed: _____
Chris Hoffman, Mayor

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this 27th day of September, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Clothilde B. Stewart, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.



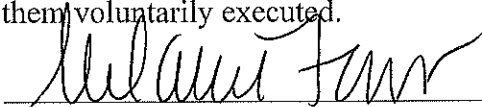
Melanie Farr
Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

On this 27th day of September, 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 _____, 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. 2022-106

**A RESOLUTION APPROVING THE TEMPORARY
CONSTRUCTION EASEMENT AGREEMENT BETWEEN
CLOTHILDE B. STEWART 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 Clothilde B. Stewart;

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 Clothilde B. Stewart 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 11th 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

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 JENNIFER L. MALATEK, owner of the real estate described herein, (hereinafter referred to as "Property Owner," which expression shall include their agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as "City," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar (\$1.00) plus other valuable consideration, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a temporary easement for the public purpose of improving drainage in the area of Heritage Drive (the "Project"), under, over, through and across real property located at 110 Heritage Drive, North Liberty, Iowa, which property is legally described as follows:

The Northern 50' of Lot 45 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__.

PROPERTY OWNER:

Signed: _____

Jennifer L. Malatek, Owner

CITY:

Signed: _____

Chris Hoffman, Mayor

Signed: _____

Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this 22nd day of SEPTEMBER, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jennifer L. Malatek, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.



Notary Public in and for the State of Iowa

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. 2022-107

**A RESOLUTION APPROVING THE TEMPORARY
CONSTRUCTION EASEMENT AGREEMENT BETWEEN
JENNIFER L. MALATEK 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 Jennifer L. Malatek;

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 Jennifer L. Malatek 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 11th 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

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 ANDREW J. GILPIN and SARAH E. GILPIN, 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 70 Heritage Drive, North Liberty, Iowa, which property is legally described as follows:

Lot 49, Liberty Heights Addition, an addition to the City of North Liberty, Iowa, according to the plat thereof recorded in 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. Notwithstanding any other clause in this agreement, Property Owner agrees that no portion of the fence currently situated opposite of the drainageway from the house (to the east and north of the current creek location) shall be replaced or restored.
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 20 day of September, 2022.

PROPERTY OWNER:

CITY:

Signed: _____

Andrew J. Gilpin, Owner

Signed: _____

Chris Hoffman, Mayor

Signed: _____

Sarah E. Gilpin, Owner

Signed: _____

Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

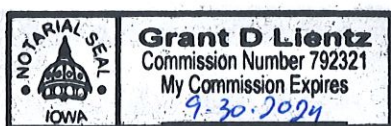
On this 20TH day of SEPTEMBER, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Andrew J. Gilpin, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.



Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

On this 20TH day of SEPTEMBER, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Sarah E. Gilpin, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.



3

Notary Public in and for the State of Iowa

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. 2022-108

**A RESOLUTION APPROVING THE TEMPORARY
CONSTRUCTION EASEMENT AGREEMENT BETWEEN
ANDREW J. GILPIN AND SARAH E. GILPIN 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 Andrew J. Gilpin and Sarah E. Gilpin;

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 Andrew J. Gilpin and Sarah E. Gilpin 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 11th 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



Owner Occupied Rehabilitation Project

REHABILITATION CONTRACT

PROJECT NAME: North Liberty Housing Rehabilitation Project

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

Name: Thomas & Stacey Casey

Street Address: 840 S Jones Blvd

City and State: North Liberty, IA 52540

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

Street Address: 3 Quail Creek Circle

City and State: North Liberty, IA 52317

From: Swift & Swift LLC hereinafter referred to as the "CONTRACTOR"

Street Address: 1903 Walling Ct

City and State: Davenport, IA 52803

GENERAL CONDITIONS

1. Each Bid and Proposal for the Project shall be opened at the date and time specified in the Instructions to Bidders and shall be an irrevocable and continuing Bid and Proposal, which the PUBLIC AGENCY may accept for a thirty (30) day period from said date and time.
2. The Bid and Proposal shall be accepted by the PUBLIC AGENCY and OWNER upon approval of a Housing Rehabilitation Grant and/or Loan. If such Grant and/or Loan is disapproved, the entire Bid and Proposal is null and void.
3. The OWNER is obligated to issue a written Proceed Order within thirty (30) days from the acceptance of the CONTRACTOR'S Bid and proposal, and no work shall be commenced by the CONTRACTOR until CONTRACTOR has received such notice. If the Proceed Order is not received by the CONTRACTOR within this period, the CONTRACTOR has the option of withdrawing its Bid and Proposal.
4. The CONTRACTOR shall commence work by **October 12th, 2022.**
5. The CONTRACTOR shall satisfactorily complete all work by **January 12th, 2022.** Should all work not be satisfactorily completed by that date, and an extension is not granted by the City of North Liberty & ECICOG, liquefied damages will be charged to the contractor in the amount of 2% of the entire contract amount per week. Penalties shall be charged as follows:

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

6. Payment under this Contract shall be:

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

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

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

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

8. The CONTRACTOR shall be required and agrees to:

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

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

Workers Compensation Statutory/\$100,000

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

- (b) Obtain and pay for all permits and licenses necessary for the execution and completion of the work and labor to be performed.
- (c) Perform all work in accordance with the Project Specifications, Drawings (if applicable), and Rehabilitation Specifications. Where the Project Specifications, Drawings, or Rehabilitation Specifications are silent or ambiguous, the CONTRACTOR shall immediately contact the PUBLIC AGENCY for appropriate instructions. If the Project Specifications, Drawings, or Rehabilitation Specifications conflict with local codes or ordinances, the more stringent requirement shall apply.

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

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

EXECUTIVE ORDER 11246, as amended by Executive Order 11375

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

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

or pursuant hereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

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

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

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

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

9. The OWNER will cooperate with the CONTRACTOR to facilitate the performance of the work, including the removal and replacement of rugs, coverings and furniture, as required and upon request by CONTRACTOR, to make choices of shingle colors, paint colors, floor coverings (under allowance price), formica colors, etc., in a timely manner so as not to hinder the progress of the work.
10. The premises shall be occupied during the course of the work under this Contract.
11. The CONTRACTOR will defend, indemnify and hold harmless the OWNER, the PUBLIC AGENCY and its officers, commissioners, and employees from liability and claims for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from any of the CONTRACTOR'S actions under this Contract.
12. The CONTRACTOR shall protect, defend and indemnify the OWNER from any claims for unpaid work, labor or materials. Payment shall not be due the CONTRACTOR until he has delivered to the PUBLIC AGENCY complete release of all liens arising out of this Contract or receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to the OWNER, and the PUBLIC AGENCY, all to the satisfaction of the Public Agency.
13. No modification of this Contract shall be made except by written Change Order, signed by the CONTRACTOR, accepted by the OWNER, and approved by the PUBLIC AGENCY. Any changes made to this Contract without obtaining such approval shall be the CONTRACTOR'S liability.
14. No public official, employee, or board or commission member of the PUBLIC AGENCY shall have any interest, direct or indirect, in this Contract.
15. This Contract consists of the Bid and Proposal, including acceptance by the OWNER, PUBLIC AGENCY, and the following documents incorporated herein by reference and identified as follows:

"EXHIBIT A" PROJECT SPECIFICATIONS
"EXHIBIT B" REHABILITATION SPECIFICATIONS
"EXHIBIT C" CONTRACTOR APPLICATION FORM
16. Disputes or claims pertaining to the Project Specifications, Drawings (if applicable), Rehabilitation Specifications, or workmanship will be mediated by the Public Agency and a written determination of finding will be provided the OWNER, CONTRACTOR, and PUBLIC AGENCY. If any interested party desires to contest such findings, a written request for review shall be submitted to the PUBLIC AGENCY, who shall present the grievance before the governing body of the PUBLIC AGENCY at its earliest regular meeting for resolution. The decision of the PUBLIC AGENCY shall be final and binding on all interested parties.
17. If the CONTRACTOR defaults or neglects to carry out the work in accordance with this Contract, or fails to perform any provision of this Contract, the PUBLIC AGENCY may, after seven (7) days written notice from the PUBLIC AGENCY

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

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

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

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

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

- (b) The CONTRACTOR certifies that he is under no contractual or other disability which would prevent him from complying with the Section 3 clause.
 - (c) The CONTRACTOR shall include the Section 3 clause in every subcontract for work in connection with the project and shall, at the direction of the PUBLIC AGENCY take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation. The CONTRACTOR shall not subcontract with any subcontractor where he has notice or knowledge that the latter has been found in violation of the Section 3 clause and shall not let any subcontract unless the subcontractor has first provided the CONTRACTOR a written statement of his ability to comply with the Section 3 clause.
 - (d) The CONTRACTOR shall provide each labor union or organization with which he has a collective bargaining agreement or contact or understanding, if any, a notice advertising the said organization of the CONTRACTOR'S commitment under the Section 3 clause. The CONTRACTOR shall post such notice in conspicuous places available to employees and applicants for employment or training.
28. This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provisions hereof. No other work shall be done, nor additional monies paid, unless provided for in a previously written contract or change order, signed by the parties hereto, and approved in writing by the PUBLIC AGENCY.
29. Lead Base Paint & Lead-Safe Housing Regulations, 24 CFR Part 35 et. al.

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

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

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

CIVIL RIGHTS ACT OF 1964 - Title VI Clause

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

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

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

AGE DISCRIMINATION ACT OF 1975, AS AMENDED

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

SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

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

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

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

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

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

THE AMERICANS WITH DISABILITIES ACT

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

ACCESS AND MAINTENANCE OF RECORDS

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

TERMINATION CLAUSE

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

CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING.

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

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

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

Section 3 clause

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

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

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

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

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

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

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

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

BID AND PROPOSAL

In consideration of the agreements herein set forth, the CONTRACTOR proposes to furnish all the materials and perform all the work described in, and in accordance with, the Contract identified in Section 15 of the General Conditions for the total lump sum of **\$21,500.00** and a Lead total lump sum of **\$6,000.00**. **For a total project amount of \$27,500.00.** This amount includes all sales and other taxes.

The undersigned agree to all provisions of this Contract.

OWNER

Owner's Signature: _____

Owner's Signature: _____

Date: 9/28/22

GENERAL CONTRACTOR

Officer's Signature: _____

Date: 9-28-22

PROJECT ADMINISTRATOR

ECICOG signature: _____

Date: 9-28-22

CITY OF NORTH LIBERTY

Representative's Signature: _____

Date: _____

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

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

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

WHEREAS, Thomas J & Stacey A Casey, (hereinafter referred to as owner) qualifies under the City Housing Rehabilitation Program for a total loan of Twenty Seven Thousand Five Hundred dollars and no cents (\$27,500) for housing rehabilitation, and

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

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

FORGIVABLE LOAN PROMISSORY NOTE

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

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

A. If the below described property is sold or transferred, or used as rental property, from the date of this agreement to it's first year anniversary, 100% of the amount shown above shall be due.

B. If the below described property is sold or transferred, or used as rental property, between the 1st and 2nd year anniversary of this instrument, 80% of the amount shown shall be called due.

C. Thereafter, each year, the loan shall depreciate at the rate of 20% per year until the loan is completely forgiven.

MORTGAGE (State Law Reference)

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

Homeowner Initials: TJC Ste

City of North Liberty Housing Rehabilitation Program

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

Forgivable Loan

Page 2 of 2

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

LEGAL DESCRIPTION: SEE ATTACHED.

THE REAL PROPERTY OR ITS ADDRESS ALSO KNOWN AS: 840 S JONES BLVD, NORTH LIBERTY, IA 52540

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

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

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

EXECUTED BY:

Thomas J Casey (Owner) 9/28/22 DATE

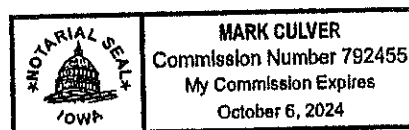
Stacey A Casey (Owner) 9/28/22 DATE

Chris Hoffman – City of North Liberty Mayor

DATE

BE IT REMEMBERED, that on this 28th day of September 2022, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Thomas J & Stacey A Casey who personally known to me to such person duly acknowledged the execution of the same. IN TESTIMONY WHEREOF, I have hereto set my hand and notarial seal, the day and year last written above.

NOTARY PUBLIC



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

Legal Description

***LOT 32 IN QUAIL CREEK, FIRST ADDITION TO NORTH LIBERTY, IOWA, ACCORDING TO THE PLAT THEREOF IN PLAT BOOK 14,
PAGE 42, PLAT RECORDS OF JOHNSON COUNTY, IOWA.***

REHABILITATION CONTRACT

PROJECT NAME: North Liberty Housing Rehabilitation Project

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

Name: Summer Jagnow

Street Address: 55 McKenzie Lane S

City and State: North Liberty, IA 52540

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

Street Address: 3 Quail Creek Circle

City and State: North Liberty, IA 52317

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

Street Address: 422 35th St SW

City and State: Altoona, IA 50009

GENERAL CONDITIONS

1. Each Bid and Proposal for the Project shall be opened at the date and time specified in the Instructions to Bidders and shall be an irrevocable and continuing Bid and Proposal, which the PUBLIC AGENCY may accept for a thirty (30) day period from said date and time.
2. The Bid and Proposal shall be accepted by the PUBLIC AGENCY and OWNER upon approval of a Housing Rehabilitation Grant and/or Loan. If such Grant and/or Loan is disapproved, the entire Bid and Proposal is null and void.
3. The OWNER is obligated to issue a written Proceed Order within thirty (30) days from the acceptance of the CONTRACTOR'S Bid and proposal, and no work shall be commenced by the CONTRACTOR until CONTRACTOR has received such notice. If the Proceed Order is not received by the CONTRACTOR within this period, the CONTRACTOR has the option of withdrawing its Bid and Proposal.
4. The CONTRACTOR shall commence work by **October 12th, 2022.**
5. The CONTRACTOR shall satisfactorily complete all work by **January 12th, 2022.** Should all work not be satisfactorily completed by that date, and an extension is not granted by the City of North Liberty & ECICOG, liquefied damages will be charged to the contractor in the amount of 2% of the entire contract amount per week. Penalties shall be charged as follows:

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

6. Payment under this Contract shall be:

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

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

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

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

8. The CONTRACTOR shall be required and agrees to:

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

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

Workers Compensation Statutory/\$100,000

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

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

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

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

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

EXECUTIVE ORDER 11246, as amended by Executive Order 11375

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

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

or pursuant hereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

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

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

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

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

9. The OWNER will cooperate with the CONTRACTOR to facilitate the performance of the work, including the removal and replacement of rugs, coverings and furniture, as required and upon request by CONTRACTOR, to make choices of shingle colors, paint colors, floor coverings (under allowance price), formica colors, etc., in a timely manner so as not to hinder the progress of the work.
10. The premises shall be occupied during the course of the work under this Contract.
11. The CONTRACTOR will defend, indemnify and hold harmless the OWNER, the PUBLIC AGENCY and its officers, commissioners, and employees from liability and claims for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from any of the CONTRACTOR'S actions under this Contract.
12. The CONTRACTOR shall protect, defend and indemnify the OWNER from any claims for unpaid work, labor or materials. Payment shall not be due the CONTRACTOR until he has delivered to the PUBLIC AGENCY complete release of all liens arising out of this Contract or receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to the OWNER, and the PUBLIC AGENCY, all to the satisfaction of the Public Agency.
13. No modification of this Contract shall be made except by written Change Order, signed by the CONTRACTOR, accepted by the OWNER, and approved by the PUBLIC AGENCY. Any changes made to this Contract without obtaining such approval shall be the CONTRACTOR'S liability.
14. No public official, employee, or board or commission member of the PUBLIC AGENCY shall have any interest, direct or indirect, in this Contract.
15. This Contract consists of the Bid and Proposal, including acceptance by the OWNER, PUBLIC AGENCY, and the following documents incorporated herein by reference and identified as follows:

"EXHIBIT A" PROJECT SPECIFICATIONS
"EXHIBIT B" REHABILITATION SPECIFICATIONS
"EXHIBIT C" CONTRACTOR APPLICATION FORM
16. Disputes or claims pertaining to the Project Specifications, Drawings (if applicable), Rehabilitation Specifications, or workmanship will be mediated by the Public Agency and a written determination of finding will be provided the OWNER, CONTRACTOR, and PUBLIC AGENCY. If any interested party desires to contest such findings, a written request for review shall be submitted to the PUBLIC AGENCY, who shall present the grievance before the governing body of the PUBLIC AGENCY at its earliest regular meeting for resolution. The decision of the PUBLIC AGENCY shall be final and binding on all interested parties.
17. If the CONTRACTOR defaults or neglects to carry out the work in accordance with this Contract, or fails to perform any provision of this Contract, the PUBLIC AGENCY may, after seven (7) days written notice from the PUBLIC AGENCY

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

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

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

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

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

- (b) The CONTRACTOR certifies that he is under no contractual or other disability which would prevent him from complying with the Section 3 clause.
 - (c) The CONTRACTOR shall include the Section 3 clause in every subcontract for work in connection with the project and shall, at the direction of the PUBLIC AGENCY take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation. The CONTRACTOR shall not subcontract with any subcontractor where he has notice or knowledge that the latter has been found in violation of the Section 3 clause and shall not let any subcontract unless the subcontractor has first provided the CONTRACTOR a written statement of his ability to comply with the Section 3 clause.
 - (d) The CONTRACTOR shall provide each labor union or organization with which he has a collective bargaining agreement or contact or understanding, if any, a notice advertising the said organization of the CONTRACTOR'S commitment under the Section 3 clause. The CONTRACTOR shall post such notice in conspicuous places available to employees and applicants for employment or training.
28. This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provisions hereof. No other work shall be done, nor additional monies paid, unless provided for in a previously written contract or change order, signed by the parties hereto, and approved in writing by the PUBLIC AGENCY.
29. Lead Base Paint & Lead-Safe Housing Regulations, 24 CFR Part 35 et. al.

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

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

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

CIVIL RIGHTS ACT OF 1964 - Title VI Clause

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

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

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

AGE DISCRIMINATION ACT OF 1975, AS AMENDED

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

SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

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

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

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

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

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

THE AMERICANS WITH DISABILITIES ACT

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

ACCESS AND MAINTENANCE OF RECORDS

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

TERMINATION CLAUSE

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

CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING.

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

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

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

Section 3 clause

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

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

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

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

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

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

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


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

BID AND PROPOSAL

In consideration of the agreements herein set forth, the CONTRACTOR proposes to furnish all the materials and perform all the work described in, and in accordance with, the Contract identified in Section 15 of the General Conditions for the total lump sum of \$17,400.00. This amount includes all sales and other taxes.

The undersigned agree to all provisions of this Contract.

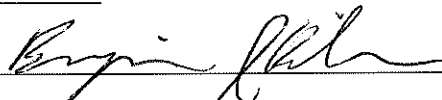
OWNER

Owner's Signature: 

Owner's Signature: _____

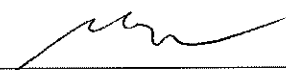
Date: 9/28/2022

GENERAL CONTRACTOR

Officer's Signature: 

Date: 9-28-22

PROJECT ADMINISTRATOR

ECICOG signature: 

Date: 9-28-22

CITY OF NORTH LIBERTY

Representative's Signature: _____

Date: _____

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

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

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

WHEREAS, Summer D Jagnow, (hereinafter referred to as owner) qualifies under the City Housing Rehabilitation Program for a total loan of Seventeen Thousand Four Hundred dollars and no cents (\$17,400) for housing rehabilitation, and

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

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

FORGIVABLE LOAN PROMISSORY NOTE

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

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

A. If the below described property is sold or transferred, or used as rental property, from the date of this agreement to it's first year anniversary, 100% of the amount shown above shall be due.

B. If the below described property is sold or transferred, or used as rental property, between the 1st and 2nd year anniversary of this instrument, 80% of the amount shown shall be called due.

C. Thereafter, each year, the loan shall depreciate at the rate of 20% per year until the loan is completely forgiven.

MORTGAGE (State Law Reference)

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

Homeowner Initials: _____



City of North Liberty Housing Rehabilitation Program

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

Forgivable Loan

Page 2 of 2

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

LEGAL DESCRIPTION: SEE ATTACHED.

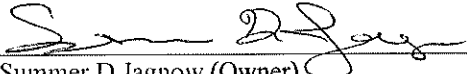
THE REAL PROPERTY OR ITS ADDRESS ALSO KNOWN AS: 55 S MCKENZIE LANE, NORTH LIBERTY, IA 52540

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

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

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

EXECUTED BY:


Summer D Jagnow (Owner)

9/28/2022
DATE

(Owner)

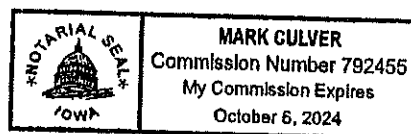
DATE

Chris Hoffman – City of North Liberty Mayor

DATE

BE IT REMEMBERED, that on this 28th day of September 2022, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Summer D Jagnow who personally known to me to such person duly acknowledged the execution of the same. IN TESTIMONY WHEREOF, I have hereto set my hand and notarial seal, the day and year last written above.

NOTARY PUBLIC



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

Legal Description

LOT 72 QUAIL RIDGE – PART TWO, TO NORTH LIBERTY, IOWA, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 46 PAGE 302, PLAT RECORDS OF JOHNSON COUNTY, IOWA

Resolution No. 2022-109

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

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

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

WHEREAS, two properties have been bid with the low bidder on one being Kirvan Enterprises and the low bidder on the second being Swift & Swift LLC;

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

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

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

APPROVED AND ADOPTED this 11th 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



North Liberty Centennial Park: Next Stage

Community Foundation of Johnson County
Designated Fund Agreement
North Liberty Centennial Park: Next Stage

This agreement is between the **City of North Liberty, Iowa** and the Community Foundation of Johnson County (“Foundation”) to establish a Designated Charitable Giving Fund to be known as the **North Liberty Centennial Park: Next Stage** (“Fund”). This agreement is effective on the **October 11, 2022** and is subject to the following terms and conditions.

I. Contribution

The Community Foundation of Johnson County is a charitable organization described in sections 501(c)(3) and 509(a)(1) of the Internal Revenue Code. Donors to this Fund must understand their gifts are irrevocable and will be used to establish and maintain a charitable fund of the Foundation, subject to the Foundation’s governing documents and bylaws.

The City of North Liberty, Iowa establishes this fund as the following type (choose only one):

 X **Non-Endowed Designated Fund** The Foundation may refer to its non-endowed funds as charitable giving funds. Distributions can be made of the income and principal of the fund.

 Endowed Designated Fund Endowed funds are intended to last, with the principal of the fund remaining intact as a permanent source of community capital. Spending Grants are capped at a percentage (typically 5%) determined annually by the Foundation’s Board of Directors.

II. Purpose

Consistent with the charitable purposes of the Foundation, distributions from this Fund will be used to support the North Liberty Centennial Park: Next Stage development project. A full description of the North Liberty Centennial Park project shall be included as an addendum to this fund agreement.

III. Distributions

Distributions must comply with the Foundation’s policies and procedures, including its Spending Policy and Procedure for Grantmaking and Due Diligence Policy. The Foundation cannot make distributions to fulfill any pledge, obligation, or membership, or to support any activity from which a Donor, Advisor or related party will receive a benefit. Distributions will honor and fulfill the charitable purpose of the Endowment as outline in section II. Purpose.

IV. Variance Power

This Fund is a component fund of the Foundation and its assets are assets of the Foundation. The Fund is subject to the Foundation’s governing instruments including the Foundation’s power to modify any restrictions or condition on the distribution of funds for any specified charitable purposes or to specified charitable purposes or to specified organizations if in the sole judgement of the governing body (without the necessity of the approval of any participating trustee,

custodian, or agent), such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community or area served.

V. Fees

The Foundation will assess administrative and investment management fees against the Fund in accordance with the Foundation's published fee schedule, as amended from time to time. The Foundation may also assess the fund to cover any unusual expenses incurred in connection with the contributed assets, including the cost of disposing of them, and in the administration of the Fund. The current administrative fee is 1.25%, assessed when gifts, deposits, or transfers are made into the fund.

VI. Investments

The assets of the Fund will be invested according to the Foundation's investment policy, as it may be amended from time to time by the Foundation's Finance Committee with the approval of the Board.

VII. Administration

The Fund will be administered in accordance with the normal and customary policies of the Foundation (available upon request).

Chris Hoffman
Mayor, North Liberty, Iowa

Date

Shelly Maharry
President and CEO
Community Foundation of Johnson County

Date

Resolution No. 2022-110

A RESOLUTION APPROVING THE DESIGNATED FUND AGREEMENT FOR NORTH LIBERTY CENTENNIAL PARK: NEXT STAGE BETWEEN THE COMMUNITY FOUNDATION OF JOHNSON COUNTY AND THE CITY OF NORTH LIBERTY

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

WHEREAS, the Community Foundation of Johnson County is a charitable organization capable of receiving charitable giving funds for funding the Centennial Park: Next Stage project;

WHEREAS, the City has partnered with the Community Foundation of Johnson County to act as the charitable agent; and

WHEREAS, it is the parties' desire to agree and establish, in writing, their understanding concerning the agreement for the establishment of the designated fundraising fund for North Liberty Centennial Park: Next Stage.

NOW, THEREFORE, BE IT RESOLVED that that the Designated Fund Agreement between the Community Foundation of Johnson County and the City of North Liberty is approved.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute said agreement.

APPROVED AND ADOPTED this 11th 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



Site Plan Ordinance Amendment



To **City of North Liberty Planning Commission**
From **Ryan Rusnak, AICP**
Date **September 30, 2022**
Re **Request of the City of North Liberty for an Ordinance amending Chapter 165 of the North Liberty Code of Ordinances (Zoning Code – Administrative) 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.**

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

Discussion:

This Ordinance would temporarily prohibit the submission and review of preliminary site plan applications for which the current zoning district or use is incompatible or inconsistent with the both the North Liberty Comprehensive Plan 2014 Land Use Map and the proposed future land use map.

- A. Required Preliminary Site Plan Review. Preliminary site plan approval is required for the following developments:
- (1) New townhouse, multi-unit residence, manufactured home park, nonresidential, and mixed-use development, including construction of additional principal buildings on a developed site.
 - (2) Additions to townhouse, multi-unit residence, nonresidential, and mixed-use development that increase the gross floor area by 3,000 square feet or more.
 - (3) Parking lots of 15 or more spaces.

The City expects that the final Plan submission from RDG will be presented and considered prior to the end of the calendar year 2022, and that the final proposed Plan is likely to substantially conform to RDG's preliminary findings and recommendations. Included in the background material is the proposed Future Land Use Map.

There are properties which have zoning districts that are inconsistent with both maps. The additional time will allow for the adoption of the new Comprehensive Plan and allow

staff to initiate administrative rezonings to achieve consistency with the new Future Land Use Map.

Inaction would allow a property owner to submit for a preliminary site plan for use consistent with the current zoning district.

Public Input:

No public input has been received.

Staff Recommendation:

Finding:

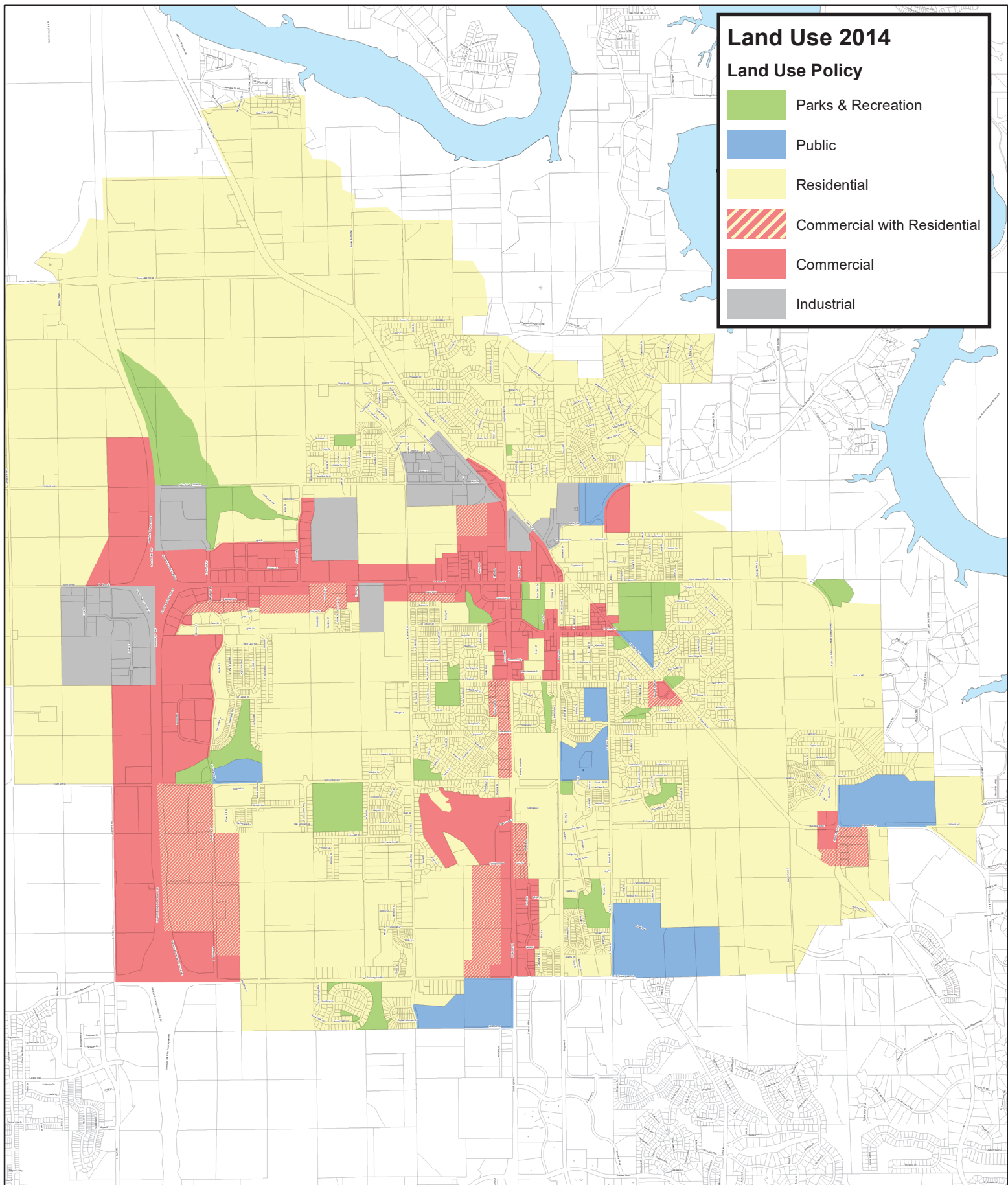
1. The City expects that the final comprehensive plan submission from RDG will be presented and considered prior to the end of the calendar year 2022, and that the final proposed Plan is likely to substantially conform to RDG's preliminary findings and recommendations; and
2. The City anticipates the prompt review and implementation of all or substantially all of the recommendations contemplated in the proposed final Plan, including modification of the City's future land use map, shortly after its final submission and consideration by the Planning and Zoning Commission; and
3. Approval of preliminary site plans which are in conflict with the modified future land use map prior to its pending implementation would undermine the effectiveness of the comprehensive plan.

Recommendation:

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

Suggested Motion:

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

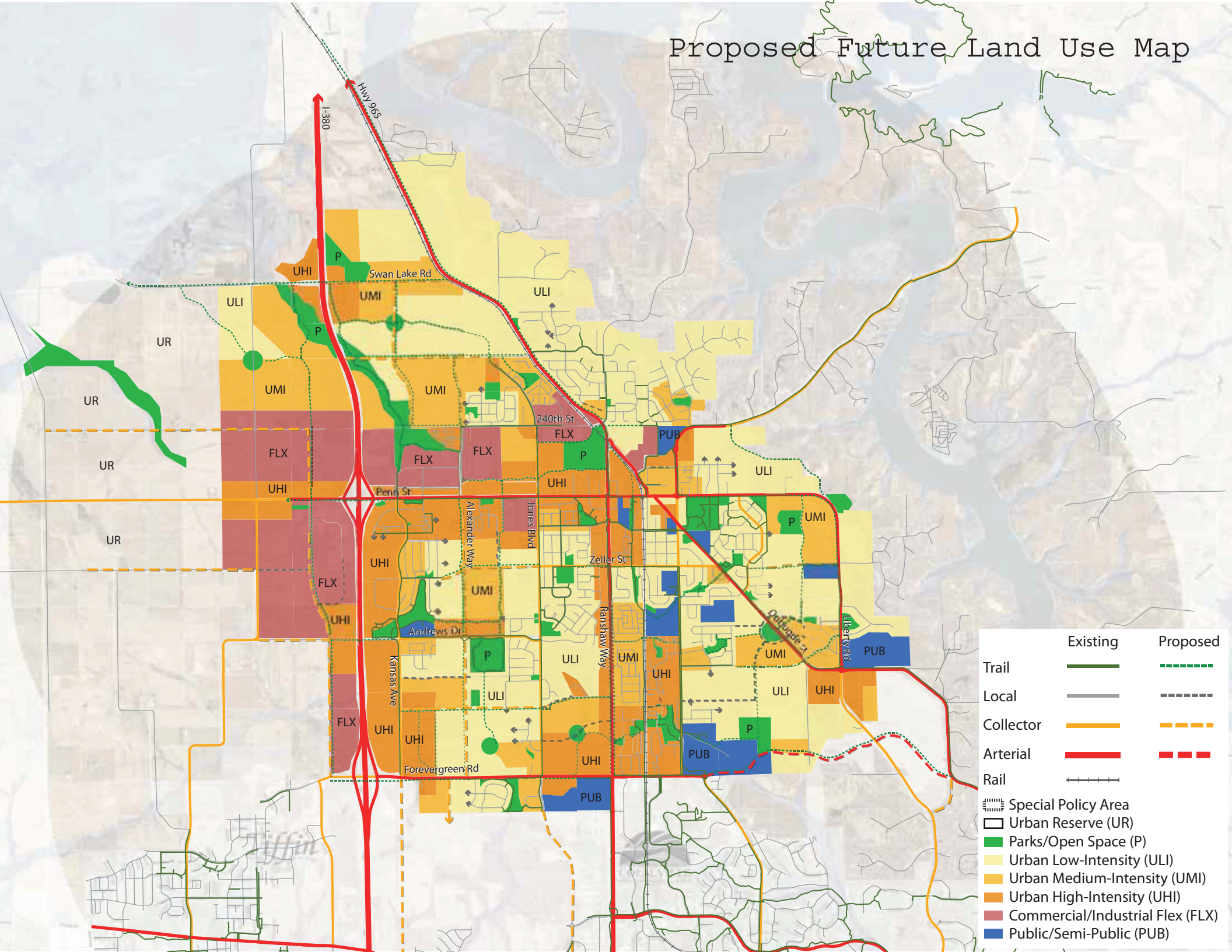


North Liberty Comprehensive Plan 2014 Land Use Map

0 0.25 0.5 1 Miles



Proposed Future Land Use Map



ORDINANCE NO. 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.

WHEREAS, in Resolution 2021-91, the City of North Liberty entered into an Agreement with RDG Planning & Design (“RDG”) to assist with the development and implementation of a new comprehensive plan (“the Plan”); and

WHEREAS, RDG has submitted preliminary findings and recommendations to the City of North Liberty in accordance with the agreement, said findings incorporating input from North Liberty’s residents and elected officials through a series of public meetings; and

WHEREAS, the City expects that the final Plan submission from RDG will be presented and considered prior to the end of the calendar year 2022, and that the final proposed Plan is likely to substantially conform to RDG’s preliminary findings and recommendations; and

WHEREAS, the City anticipates the prompt review and implementation of all or substantially all of the recommendations contemplated in the proposed final Plan, including modification of the City’s future land use map, shortly after its final submission and consideration by the Planning and Zoning Commission; and

WHEREAS, approval of preliminary site plans which are in conflict with the modified future land use map prior to its pending implementation would undermine the effectiveness of the Plan; and

WHEREAS, to promote fairness to potential applicants for preliminary site plan review and to preserve the integrity and effectiveness of the anticipated Plan, the City wishes to implement a temporary moratorium on the acceptance and review of preliminary site plans for such properties where the current zoning district designation or proposed use does not conform to both the current future land use map established in 2014 and the proposed future land use map to be incorporated in said Plan.

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

SECTION 1. AMENDMENT OF SUBDIVISION ORDINANCE. Chapter 165 of the North Liberty Code of Ordinances, is amended to include the following new section:

165.10 MORATORIUM. No preliminary site plan application shall be accepted or reviewed for properties for which the current zoning designation or proposed use does not conform with both the existing [North Liberty Comprehensive Plan 2014 Land Use Map](#) ~~future land use map~~ and proposed future land use map. Copies of the ~~existing future land use map~~ [North Liberty Comprehensive Plan 2014 Land Use Map](#) and proposed future land use map are available for inspection at City Hall.

1. [The Code Official shall utilize the following for determination of current zoning designation conformity.](#)

A. [North Liberty Comprehensive Plan 2014 Land Use Map.](#)

Land Use	Zoning District
Residential	ID, RS-3, RS-4, RS-6, RS-7, RS-8, RS-9, RD-8, RD-10, RM-8, RM-12, RM-21, R-MH
Commercial	C-1-A, C-1-B, C-2-A, C-2-B, C-3, O-RP
Commercial with Residential	RM-8, RM-12, RM-21, C-1-A, C-1-B, C-2-A, C-2-B, C-3, O-RP
Industrial	I-1, I-2, I-P
Public	P
Parks and Recreation	P

B. [Proposed Future Land Use Map](#)

Land Use	Zoning District
Urban Low Intensity	RS-3, RS-4, RS-6
Urban Medium Intensity	RS-6, RS-7, RS-8, RS-9, RD-8, RD-10, RM-8, RM-12, RM-21, R-MH, C-1-A
Urban High Intensity	RD-10, RM-12, RM-21, C-1-B, C-2-A, C-2-B, C-3, O-RP
Commercial/Industrial/Flex	I-1, I-P
Public and Semi-Public	P
Parks and Open Space	All Districts

~~1.2~~ Consultation. Potential applicants shall contact the Code Official to verify zoning conformation with the proposed land use map prior to submitting an application or paying an application fee for preliminary site plan review.

2.3. Termination. This Section 165.10 shall be automatically repealed and be of no further force or effect on May 1, 2023.

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

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

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

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

Two meetings prior to final consideration waived on _____, 2022.

First and final consideration on _____, 2022.

CITY OF NORTH LIBERTY:

CHRIS HOFFMAN, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. _____ in the Cedar Rapids *Gazette* on the ____ day of _____, 2022.

TRACEY MULCAHEY, CITY CLERK



Additional Information



Iowa City was designated as a UNESCO City of Literature in November 2008. It was the first City of Literature in the United States and the third in the world. Today, we are one of 42 Cities of Literature, and part of the 295-member Creative Cities Network with cities in 90 countries.

This independent nonprofit organization formed to manage the designation on behalf of the city is supported by the cities of Iowa City, Coralville, and North Liberty; the University of Iowa, Johnson County, and Think Iowa City.

MISSION: To build and support diverse communities of writers and audiences through the transformative power of story.

VISION: We foster collaborations with the goal of enriching local literary programs and expanding our global engagement.

VALUES: **Collaboration** - The City of Literature engages in complementary and cooperative work; **Community** - The City of Literature fosters inclusive engagement to create connection locally and globally; **Creativity** - The City of Literature seeks, engages, and supports innovation.

STATEMENT ON DIVERSITY, EQUITY & INCLUSION: The City of Literature encourages, supports, and celebrates diversity, equity, and inclusiveness in its operations and programming. We seek to create a welcoming environment where people with different backgrounds and experiences are treated with respect.

2021-22 Annual Report

FY22 Strategic Plan update

The City of Literature organization had a very successful year, responding to the continuing challenges of COVID-19 with new and existing programming, new connections, and a strong financial position. We are in the midst of a strategic plan for FY2020-24 that identifies three key areas of focus. We made the following progress on these goals in FY22.

1. Programming innovations focused on collaboration and connecting with new communities: Explore options for increasing engagement online, within communities not currently reached by the City of Literature organization, and through collaborations with related and like-minded groups.

We continued to offer hybrid programming as long-standing events like the Iowa City Book Festival and the One Book Two Book Children's Literature Festival blended in-person and virtual programs. One Book Two Book added an outdoor component to its winter offerings, with a partnership with the Iowa Heartlanders ice hockey team and a synthetic ice rink providing a chance for families to venture



outside while maintaining safety as the pandemic continued. MusicIC offered an innovative radio play in partnership with Riverside Theatre and Iowa Public Radio in the summer 2021, and a return to in-person programming in the summer of 2022.

While the City of Literature's primary focus is on the local community, several initiatives have a state-wide reach. These include virtual readings, panel discussions and interviews available across the state and beyond, our Glory of the Senses: Paul Engle high school essay contest for Iowa sophomores, and our work as a founding partner on the new Iowa Student Poet Laureate program.

Internationally, we participated in celebrations of World Poetry and World Translation Day with other Cities of Literature, and led our own project, #17Booksfor17SDGs, a social media campaign to highlight books from individual Cities of Literature that address issues related to the UN's 2030 Strategic Development Goals. Our director, John Kenyon, also served as coordinator for the Cities of Literature cluster, liaising with UNESCO the other cities.

The City of Literature has consistently employed University of Iowa students as interns, and many have gone on to secure part-time employment with the organization. In addition, we have begun a partnership with the UI's MFA in Literary Translation program to create an internship to better communicate residencies and other international opportunities to the Writing University, as well as to connect our organization with non-native English speaking and immigrant populations in the area.

2. Board effectiveness enhancements: Harness more of the talent and expertise among board members in support of the organization through such means as establishing board committees, developing financial modeling tools, and formalizing processes.

The organization is governed by a 20-member board, with representation by the University of Iowa (3 members), the City of Iowa City (3 members), Coralville, North Liberty, Johnson County, and Think Iowa City (1 member each). The other at large members represent various constituencies in the community, including business, cultural affairs, and writers.

The board undertook an ambitious slate of tasks, including a bylaws review and revision, the creation of a stronger committee structure to oversee governance, fundraising, and outreach, and creation of a set of financial controls to ensure the ongoing stability of the City of Literature.

3. Marketing messaging: Ensure the newly articulated mission and core values are clearly reflected in the City of Literature brand identity and messaging, and refine the website to support critical activities in a more robust manner.

The primary work undertaken in FY22 involved a complete redesign of the organizations website. Currently, the City of Literature has one main website (www.iowacityofliterature.org), as well as separate sites for its three core events (www.iowacitybookfestival.org, www.onebooktwobook.org, and www.musicic.org). To better communicate that these programs are part of the City of Literature, the new site will incorporate pages for all of those festivals. It also will refresh the look of the main site, offering a more user-friendly and easily navigable way for the community to learn about the organization and its initiatives. The new site will be launched in July 2022.

In conjunction with this launch, the City of Literature also has reconfigured its email newsletter and will unveil this at the same time. The product is designed to communicate more effectively about the work done behind the scenes at the City of Literature, as well as to shine a brighter light on the area literary community. It was designed in consultation with Meld Marketing, which awarded the City of Literature free consultation for the project.



FY23 plan highlights

We plan to return to a full slate of in-person programming for the Iowa City Book Festival, including partnerships with the International Writing Program, the MFA in Literary Translation, and the UI Center for Human Rights, as well as the One Book Two Book Children's Literature Festival. Events will still be streamed and archived online when possible. We also will continue to connect through programs such as our Community Reads of classic novels with UI professor Anna Barker.

The board will complete work to enhance the organization's committee structure to better leverage opportunities and to streamline the operation of events. Opportunities to secure funding through new sources also will be pursued. The outreach committee will expand on the organization's efforts to communicate with the community, and look for ways to leverage the newly enhanced online presence. The organization also will pursue a DEI audit and other training opportunities in this area.

To **Mayor and City Council**
CC **City Administrator**
From **Tom Palmer, Building Official**
Date **10/5/2022**
Re **Monthly Report**

September Permits:

65 permits were issued in September with estimated construction value of 14.3 million dollars. The total dollar value includes the 9.4 million for the new city hall project. Eight new housing permits were issued with construction value of 2.5 million dollars. Staff completed 425 inspections during the month of September.

Rental/Code Compliance Cases:

Four new rental permit applications received in September. A total of four compliance cases were processed in September.

Archie's Brake and Lube project:

APEX Construction Company began construction of the auto repair shop in May. The project is located 1040 Liberty Way. Farming is completed and crews are installing exterior weather covering and nearing completion of the interior mechanical/electrical/plumbing rough-in systems.



September Permit Tally Report

Permit Type	Construction Value	Total Fees
Group: Commercial Addition		
	\$1,119,000.00	\$6,043.10
		Group Total: 1
Group: Commercial Alteration		
	\$416,587.00	\$441.75
		Group Total: 2
Group: Deck		
	\$27,736.00	\$540.10
		Group Total: 4
Group: Driveway		
	\$0.00	\$25.00
		Group Total: 1
Group: Fence		
	\$24,996.00	\$200.00
		Group Total: 8
Group: Manufactured Home		
	\$50,000.00	\$388.00
		Group Total: 1
Group: Mechanical Electrical Plumbing (MEP)		
	\$67,626.15	\$625.55
		Group Total: 11
Group: Mobile Food Unit		
	\$0.00	\$0.00
		Group Total: 1
Group: New Commercial		
	\$9,400,000.00	\$0.00
		Group Total: 1
Group: New Single Family Dwelling		
	\$1,447,249.00	\$13,581.32
		Group Total: 4
Group: New Single Family Dwellings Attached		
	\$1,050,000.00	\$11,217.00
		Group Total: 4
Group: Permanent Sign		
	\$5,200.00	\$50.00
		Group Total: 1
Group: Rental		
	\$1,650.00	\$400.00

September Permit Tally Report

Group Total: 4

Group: Residential Addition

	\$284,273.00	\$3,128.56
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Group Total: 4

Group: Residential Alteration

	\$259,383.00	\$3,639.10
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Group Total: 12

Group: Subdivision

	\$0.00	\$11,435.40
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Group Total: 2

Group: Swimming pools, spas and hot tubs

	\$133,659.00	\$1,518.96
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Group Total: 2

Group: Utility Service

	\$0.00	\$561.50
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Group Total: 1

Group: Zoning Certificate

	\$0.00	\$25.00
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Group Total: 1

	\$14,287,359.15	\$53,820.34
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Total Records: 65



Permit Summary Report Inspection Type

Schedule Date 01/01/2022 TO 09/30/2022

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Row	Total
Inspection request	4	7	6	12	8	20	15	22	13	0	0	0		107
Re-inspection	33	52	54	40	82	43	51	49	51	0	0	0		455
1st SWPPP	0	0	3	7	6	11	3	17	5	0	0	0		52
Above Suspended Ceiling	0	3	0	1	1	0	0	1	0	0	0	0		6
Backflow Preventer	0	0	0	0	0	0	0	2	0	0	0	0		2
Building Sewer	0	0	0	0	1	1	0	0	0	0	0	0		2
Commercial Final	2	4	1	1	0	1	0	1	1	0	0	0		11
Commercial Rough-In	3	3	0	0	0	2	0	1	0	0	0	0		9
Deck, Porch, Sunroom Footings	9	2	6	15	13	9	6	8	23	0	0	0		91
Final	13	7	14	11	15	10	14	16	9	0	0	0		109
Fire - Alternative Automatic Fire Extinguishing System	0	0	0	0	0	0	0	0	1	0	0	0		1
Fire - Automatic Sprinkler System	0	2	3	2	0	0	0	0	1	0	0	0		8
Fire - Automatic Sprinkler System - Preconcealment	0	0	0	1	0	0	0	0	0	0	0	0		1
Fire - Fire Alarm Installation	0	2	3	5	5	0	0	0	0	0	0	0		15
Fire - Fire Alarm Installation (Rough-In)	0	0	0	1	0	0	0	0	0	0	0	0		1
Fire - Fire Dept. Acceptance	2	3	4	8	1	0	1	0	0	0	0	0		19
Fire - Mobile Food Unit	0	0	0	0	0	0	1	0	0	0	0	0		1
Fire - Retail Sales of Fireworks	0	0	0	0	0	2	0	0	0	0	0	0		2
Fire - Vehicle Exhaust Ventilation Equipment	0	0	0	0	1	0	0	0	0	0	0	0		1
Footings/Slabs	1	0	23	14	10	7	12	17	14	0	0	0		98
Foundation Dampproofing	1	0	0	8	7	3	3	10	9	0	0	0		41
Foundation Wall	1	0	14	12	9	5	11	19	8	0	0	0		79
Framing	0	0	0	0	3	2	0	0	0	0	0	0		5
Gas Piping	0	0	0	1	1	0	0	1	0	0	0	0		3
Gas service release	23	18	22	8	1	17	10	21	21	0	0	0		141
Grading	1	0	0	16	10	8	7	10	9	0	0	0		61
Manufactured Home	1	0	0	2	2	4	1	0	0	0	0	0		10
Meeting	0	0	0	1	3	2	1	3	5	0	0	0		15
Non-Compliance Notice	0	0	0	0	0	0	1	0	0	0	0	0		1
Notice of Termination CSR	4	2	3	5	16	6	10	7	10	0	0	0		63
Other	37	3	0	25	0	7	4	6	6	0	0	0		88
Out of the office	0	0	0	1	3	0	2	5	1	0	0	0		12
Permanent Electric Service Release	14	17	26	7	26	20	8	30	16	0	0	0		164
Plumbing below slab	6	0	1	11	11	10	16	18	10	0	0	0		83
Pool Final (residential)	0	0	0	0	0	1	0	1	0	0	0	0		2
Rental	13	3	4	21	5	4	4	81	96	0	0	0		231
Residential final (New Construction)	13	18	17	10	38	13	14	15	16	0	0	0		154
Residential Photovoltaic (PV) Solar System	1	0	4	1	4	4	1	0	0	0	0	0		15
Residential Rough-in (New Construction)	14	18	17	11	15	13	9	14	20	0	0	0		131
Rough-in	2	3	4	5	5	3	5	1	2	0	0	0		30
Sanitary Sewers	0	0	0	0	0	0	1	0	0	0	0	0		1
Sewer & Water Service	0	0	8	14	13	12	18	17	18	0	0	0		100
Sidewalk Release	4	3	4	13	18	6	6	9	8	0	0	0		71
Sump Pump Discharge Line	2	0	17	13	24	7	6	15	16	0	0	0		100
Temporary Electric Service	2	3	4	10	5	8	11	13	9	0	0	0		65
Water Heater	1	0	0	1	1	4	1	1	0	0	0	0		9
Water Service	0	0	0	1	2	1	0	0	1	0	0	0		5
Witness air pressure test and piping inspection	17	19	20	7	19	16	12	16	26	0	0	0		152
Totals:	224	192	282	322	384	282	265	447	425	0	0	0		2823

Certificate of Occupancy Monthly Report

Applicant	Parcel Address	Project Description	Permit Type	Date C.O. Issued
Ron Hackathorn	900 Rachael St #102	2022 Rental Permit	Building	9/29/2022
RK Development Group	1890 Goose Lake Cir	2022 Rental Permit	Residential Rental	9/13/2022
Xuewei Jin	1252 Daisy Cir	2022 Rental Permit	Residential Rental	9/12/2022
Doug Wichhart	2901 Stoner Ct Unit B-13	Personal use not a	Zoning	9/16/2022
Ashish Mishra	22 Vandello Dr	2022 Rental Permit	Residential Rental	9/27/2022
Shawna Feely	1552 Cook Cir	2022 Rental Permit	Residential Rental	9/14/2022
K&J Property Services	38 Golfview Ct	Home remodel. Replacing under	Building	9/19/2022
Kenzie Evans	720 Pacha Pkwy Ste 6	Salon	Building	9/6/2022
Caleb Shield	765 S Alexander Way	5 bed, 3 bath, 3 car	Building	9/13/2022
Caleb Shield	775 S Alexander Way	5 bed, 3 bath, 3 car	Building	9/16/2022
Caleb Shield	762 Clover Hill Dr	4 bed, 3 bath, 2 car	Building	9/27/2022
Dahnovan Builders LLC	1152 Dahnovan Dr	new 4 plex 1146-1148-1150-1152	Building	9/27/2022
Dahnovan Builders LLC	1148 Dahnovan Dr	new 4 plex 1146-1148-1150-1152	Building	9/29/2022
Dahnovan Builders LLC	1150 Dahnovan Dr	new 4 plex 1146-1148-1150-1152	Building	9/27/2022
Dahnovan Builders LLC	1146 Dahnovan Dr	new 4 plex 1146-1148-1150-1152	Building	9/29/2022
Corey Banes	1345 Suttner Dr	To be built 1900 sqft	Building	9/9/2022
Barry Frantz Construction	1142 E Tartan Dr	SFD - LINCOLN plan	Building	9/22/2022
Bi-State Contracting	1214 Vintage Ln	Single family, one	Building	9/16/2022
Mike Svatosch, Bi-State Contracting	1212 Vintage Ln	Single family, one story home. On slab	Building	9/16/2022
Hochstedler Building & Development	1515 Salm Dr	New single family dwelling	Building	9/9/2022
Barry Frantz Construction, Inc.	1120 Leann Cir	SFD. Zero Lot. RANCH plan	Building	9/12/2022
Barry Frantz Construction, Inc.	1122 Leann Cir	SFD. Zero Lot. RANCH plan	Building	9/27/2022
Barry Frantz Construction, Inc.	1142 Leann Cir	SFC. Zero Lot . MADISON plan	Building	9/22/2022
Paul Scallon	1220 Salm Dr	New Single Family	Building	9/13/2022
Robson Homes Inc.	1100 Harrison St	New single family	Building	9/2/2022
Paul Scallon	1240 Salm Dr	New Single Family	Building	9/13/2022
Evolution Properties, Inc.	1365 Suttner Drive	New Single Family Home	Building	9/1/2022

Code Compliance Report

09/01/2022 - 09/30/2022

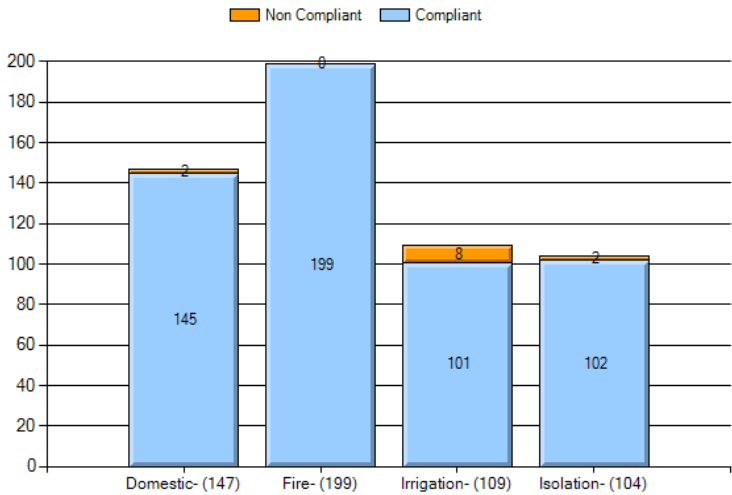
Case Date	Case #	Status	Complaint	Reporting Code
9/9/2022	20220206	Closed	Grass	Zoning Code
9/9/2022	20220207	Closed	Unpermitted driveway	Zoning Code
9/9/2022	20220208	Open	Maintaining Landscape	Zoning Code
9/23/2022	20220209	Open	past due annual backflow preventer test report	Building Code

< Back

Breakdown of Backflow Preventer Compliance

Utility Water System

Show All



Categories

- Fire = Fire Protection / Fire Detector Bypass
- Domestic = Domestic / Domestic Bypass
- Irrigation = Lawn Irrigation
- Isolation = All Others

Compliance	%	Compliant	Category Total
Domestic	99%	145	147
Fire	100%	199	199
Irrigation	93%	101	109
Isolation	98%	102	104
Totals	98%	547	559

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

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

Print Chart

View All Compliant

View All Non Compliant

View All



TO: City Administrator, Ryan Heiar, and City Council
FROM: Jennie Garner, Library Director
DATE: Oct. 5, 2022
SUBJECT: Monthly Library Report

Library News

The library did an unveiling event this month of our first StoryWalk® at Liberty Pond, sponsored by Veridian Credit Union and installed by the Parks Department. Thanks to city leaders who came out to support the event. Emily, our Family Services Librarian, read the story to about 40 kiddos and their adults. We're so appreciative of the community support. StoryWalks provide a wonderful intersection with literacy and getting outdoors. Families can take a walk and read to help encourage lifelong learning in their young ones. KGAN covered the event. That news coverage can be viewed [here](#).

The library is also launching a new app called MyLIBRO. The app allows patrons to search our catalog, place holds, check their account information, renew, view our social media feeds, and even self-checkout materials from their mobile device while they're in the library. You can download MyLIBRO from Google Play or iStore and check it out later this month. Upcoming features include integrated access to the library's ebook and eaudio collection, calendar and events, and the library's blog.

The library is also in the planning phase for an initiative to offer eCards that will provide patrons 24/7 access to the collection of electronic resources without necessitating a visit to the library to get a physical card. We know we have patrons who rely on our electronic resources but don't necessarily use the library space. This gives them an option that fits busy schedules and meets their needs.

I wanted to share with you that I attended the RuralRISE Summit last week in Emporia, KS, as the President Elect of the national Association for Rural and Small Libraries (ARSL). I was also able to make some great connections in my role with the City of North Liberty. RuralRISE is a community of organizations aiming to increase opportunities for small and rural communities across the US. I learned a great deal about work being done by a variety of organizations building entrepreneurial eco-systems and sustainable communities in the Midwest and beyond. I'm looking forward to working with a team from Kansas State on how libraries advance economic development and support small business in our communities. The team is a potential grant recipient to do training in rural and small libraries to do this work in their communities.

I shared with you some months ago this Library Leadership [podcast](#) on which I was invited to be a guest. From that experience, I was invited to be a keynote speaker at the Queensland Public Library Conference in Bundaberg, Australia. I'll be traveling to Australia next week to participate in their library conference and present. I feel incredibly fortunate for the opportunity to network and connect with librarians internationally and share the work we've been doing at the North Liberty Library to develop policies that foster a culture of belonging for all who visit our library and the creation of our IDEA Committee (Inclusion, Diversity, Equity, and Access).

The IDEA Committee is made up of staff members and the City's Outreach and Equity Coordinator, Micah, and they look at all areas of service and operations through this lens.

Scroll for more highlights



A beautiful day for the Story-Walk unveiling at Liberty Pond.



Teen and adult book author, Bethany Morrow, had lunch and worked with a small group of teens before reading an audience of about 30 library patrons from one of her books during her visit to the library in September.





World Batman Day was Sept 17 and people definitely got into voting for their favorite Batman character. Over 100 people participated in voting a small group gathered to watch the 1998 Batman.



These Montessori kiddos who visit us regularly loved the giant library card.

September was National Library Card Sign Up Month and included incentives and fun BINGO activities:

- ♦ A good turnout, we registered 148 new patrons in September. Our busy summer months averaged about 200/month and our typical non-summer months (when we see an average of about 100 new patrons / month).
- ♦ Additionally, 20 of the new patrons completed BINGO activities with 1 blackout BINGO card submitted



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

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

Date **October 3, 2022**

Re **Monthly Report**

We performed various building maintenance tasks as needed this month. I met with contractors regarding the Community Center roof project. The roof is coming along well. We also had to make a repair to the sewer service line at the Babe Ruth ball field that was damaged.

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

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

Our sports field maintenance team continues to provide weekly field maintenance. We continue to have weekend ball tournaments and soccer games during the week.

The Penn Meadows splash pad will remain open until cooler weather arrives, which is probably right around the corner. We clean and tidy the area daily.

We continue to mow and trim our parks and grounds. We have been aerating turfgrass aeras as time permits.

We continue to be very busy with weeding and watering of landscape areas this past month. We continue to water all new plants and trees daily as well as other landscaping areas that require more frequent watering. We currently have two employees dedicated to landscaping now that our seasonal employees are back in college and finished for the season.

Work continues at the Babe Ruth baseball field. The new backstop is almost completed. The new sod is growing well, and we continue to water weekly.

The new grass seed at the tennis/pickleball court is filling in very well. We continue to water weekly due to the dry weather conditions we are having.

We continue to install new Park benches at various parks and along the main north/south recreational trail.

Due to high user demand at the pickleball courts (50 plus pickleball users every morning and evening), we painted additional pickleball lines on the tennis courts. The west side of the tennis courts are now multi-purpose for both tennis and pickleball.

I continue to attend progress meetings with City Staff & Shive Hattery. Dubuque Street project Phase 1, Ranshaw Way Phase 5, and the Community Center roof replacement project.

We participated in a research study (Evaluation of the Efficiency of the IFV Pro and OVS Samplers Among Pesticide Users) conducted by the University of Iowa Department of Occupational & Environmental Health. The research involves comparing the monitoring/sampling results of the IFV Pro and OVS samplers, monitoring the personal air of employees as they conduct pesticide spraying during an 8-hour work shift. The UI research team will share the air monitoring results with us once the study has been completed in a two/three-month period.

We were awarded a \$9,800 DNR Forestry grant to help replace trees that were damaged & lost during the August 2020 Derecho and the ongoing Emerald Ash borer infestation. We hosted a tree planting workshop and hands on tree planting Saturday September 24th with the help of DNR forestry employees, Parks Staff, and residents. Thank you to all that attended the workshop and helped plant trees.



Sewer line repair at the Babe Ruth building.



Aerating turfgrass at the pool.



Babe Ruth field improvements with expanded backstop installation.



Finished grading and turf grass improvements at the Babe Ruth ball field.



New sod after three weeks, Babe Ruth Field. Turf grass seeding filling in well at the tennis courts.



New park benches installed south of Golfview Dr. on the trail.



New pickleball lines added at the tennis courts.



University of Iowa Pesticide Research Study monitoring/sampling test day .



DNR Forestry grant workshop and tree planting on September 24th.



DNR Forestry grant workshop and tree planting on September 24th.



North Liberty Police Monthly Report September 2022

Training:

- Members attended monthly Canine, Bomb Squad, Tactical Team, and Dive team (64 hours)
- All officers attended mandatory de-escalation and Active Bystander Law enforcement Training (ABLE). (92 hours)
- All officers completed drive training at Hawkeye Downs. Instruction was provided by NLPD certified instructors and included 30 minutes of online pursuit policy review (92 hours)
- The Records and Admin Assistant attended the Iowa Police Chief's Administration Conference in Iowa City. (16 hours)
- One firearms instructor was re-certified (8 hours)
- One officer attended an online course on financial planning for police officers (2 hours)
- A Sergeant attended the Traffic Incident Management (TIM) training conference in Des Moines (8 hours)
- Two patrol officers attended training in Des Moines on Proactive Patrol Tactics. (32 hours)
- Two investigators and two officers attended training on Investigating Threats on social media at the University (20 hours)
- Bomb team member attended a Bomb Making Material Awareness Program at the JECC. (16 hours)
- One officer attended an online training on Officer and Agency Wellness (8 hours)
- Two defensive tactics instructors attended training on constitutional use of force and street tactics (16 hours)
- Held two days of Virtual Reality Instructor Training for the simulator.
- Lieutenant and one Sergeant participated in a Supervisor and Command Training webinar (3 hours)

Traffic Contacts	358
Parking Contacts	30
Vehicle Inspections	15
Vehicle Unlocks	30
Crash Investigations	20
Public Assists	324
Assist other Agency	109
Crimes Against Persons Report	7
Crimes Against Property Report	11
Other Reports	28
Arrests	22
Warrants	8
Alcohol/Narcotics Charges	3
Crimes Against Persons Charges	3
Crimes Against Property Charges	3
Other Charges	14
Animal Calls	62
Total Calls for Service	2032
*Total Calls for Service for the year	17150

Public Relations:

- Officers worked several University and High School sporting events and dances at their request.
- Officers, with assistance from the Streets Department, helped with the Liberty Homecoming Parade for traffic route and closing of streets.
- Conducted three child safety seat inspections.



Equipment:

- We have received our VR training simulator and held an instructor class for user operation before we start training with the device.

Enforcement/Crime:

- Since the GTSB grant is coming to a close, several officers worked special traffic projects to fulfil the requirements of the grant.

Department Admin:

- We held interviews of certified officers before a panel of law enforcement, and city officials that live in NL. We started the background on one individual at this time.
- Chief attended several meetings for our area investigators, the Iowa Law Enforcement Special Council Meeting, Guidelink Center, Drug Tasks force and JFACT meeting, mental health liaison logistic planning, chief's meeting with Senator Zach Wahls, 6th Judicial District Law Enforcement Meeting,
- Our two most recent hired officers (Hayes/Gallagher) successfully completed their 6 months probationary period.
- Internal job postings, timeline for the process and interviews was posted for the Admin Lt Position, Patrol Sergeant Position, Drug Task Force Investigator, Cyber Crimes Team investigator, and General Investigator. We anticipate filling all of these positions in January when the department changes are made and to meet the union contract requirements.

Respectfully Submitted by Chief Diane Venenga and Alisha Ruffcorn 10/5/2022



To **Park & Recreation Commission Board Members**
CC **Mayor, City Council, City Administrator**
From **Shelly Simpson**
Date **October 3, 2022**
Re **Monthly Report – September 2022**

September is the month in which many programs & activities return to the community center. This can be seen in the information that follows. More meetings to begin preparations for Beat the Bitter, Summer Lunch Program and continued roof work took place this month.

Recdesk Database:

Reviewing our Recdesk database; we have 11,629 residents (63%) and 6,910 non-residents (37%) totaling 18,539 individuals. Increase of 176 from last month.

Aqua Programs:

Aqua classes continue to show a strong return in participation. This session had approximately 87 registered participants, plus daily drop-ins. Arthritis Aqua, Aqua Zumba, and Water Resistance continue to be the most popular. Aqua Program revenues totaled \$1,366.

Swim Lessons:

Fall swim lessons began this month, with 110 participants in group lessons, 38 in private lessons. Fall Swim lesson revenues totaled \$2,145.

Leagues/Sports:

Return of sport leagues began this month.

Adult Co-ed Volleyball has 6 teams, Men's Basketball has 7 teams.

Fall Outdoor Soccer offering both a hybrid or a recreational option for K-6th Grades has 127 boys and 66 girls with the highest group being K-2nd Grade.

League fees this month totaled \$1,155.

Recsters BASP Program:

With the start of the school year, September BASP numbers are AM – 17 participants, PM – 41 participants. As we get more staff, we should be able to up our enrollment numbers.

Before & After School revenues this month totaled \$9,200.

Classes/Programs:

Fitness aerobic classes returned with some new classes such as yoga and HIIT 30 min classes. We had approximately 20 registered participants, plus daily drop-ins. Body Blast, Body Sculpt, Cardio Pump, Senior CBS continue to be mainstays.

Tippi Toes Dance classes continue with 48 participants.

Senior Connections Lunches continued with 144 meals for the month. Along with the meal, we offer bingo or have speakers at these lunches.

Classes/Programs revenue totaled \$6,877.50.

Pools: Indoor pool continues to be busy with lap swimmers, exercise class participants and open swim. This month, Season Pool Pass revenues totaled \$2,364; Daily Pool Fees totaled \$3,324; Pool Rentals totaled \$720 and Concessions revenues totaled \$54.75.

Weight & Exercise Area / Track:

Weight fee revenues totaled \$8,139; Split membership revenues totaled \$3,689.

We had 2,606 active memberships for the month.

We had 1,026 point of sale transactions for month.

Gymnasiums:

Gymnasium Rental revenues totaled \$100.

Rentals:

Community Center Rental revenues totaled \$2,348.75; Shelter rental revenues totaled \$145;

Field Rental revenues totaled \$1,769.50.

Revenues:

Revenues (Sept 1-30) totaled \$43,934.75

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

Photos: We believe it is best to stop by and visit the community center to see all that is happening versus sharing photos. But here is a photo from our recent gym floor re-surfacing project.





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

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

- Locating of City Utilities (376 job tickets) ongoing
 - a. This is a decrease of 7.6% from September 2021
- Continued animal control services (16 responses to animal issues)
- Cemetery plot locates (3 in total)
- Projects/Meetings
 - a. Ranshaw Way Phase 5
 - i. Project has reached substantial completion
 - ii. All traffic controls have been removed
 - iii. Punchlist items identified for contractor to complete in a one-month timeframe
 - iv. Native seeding to be installed in select locations before cold weather
 - b. Dubuque St
 - i. Project at 71% complete
 - ii. Weekly progress meetings held
 - iii. Several subbase locations discovered after removals that required core outs and material replacement to produce a quality base for roadway
 - iv. Expected completion of November timeframe
 - c. North Jones Blvd extension
 - i. Project at 75% complete
 - ii. Weekly progress meetings held
 - iii. Traffic signals at W Penn St/N Jones Blvd placed in split phase to accommodate removal of left turn lane
 - iv. Expected completion and opening of road is early November
 - d. Storm Water GPS Data gathering
 - i. Contractor continues data collection of the system
 - ii. Weekly progress meetings held
- City staff and contractors have worked with all property and business owners again this month that were affected by these projects to minimize the amount of disruption for each
- Construction Plan Review group met to discuss recent submittals

- a. Final walk through and punch list items identified for The Preserve 2B subdivision
- University of Iowa site at W Forevergreen intersection continued design meeting held
- Street sign repairs and replacement
- Staff conducted monthly safety inspections for all street equipment and buildings
- Staff conducted monthly warning siren testing in all 8 locations
- Service and maintenance of various equipment
- Staff completed mapping of City fiber and hand hole structures to new GPS/GIS system
- Street repairs
 - a. Complete restoration of all concrete repair locations completed this summer
 - b. Staff began crack sealing street
- Traffic Controls
 - a. Staff install traffic controls and staged locations during Liberty Homecoming Parade with assistance from North Liberty Police Department
- Storm Sewer
 - a. Heritage Dr stream restoration project close to 100% design
 - b. Continued meetings with staff, Shive, and affected residents
- Sanitary Sewer
 - a. Routine cleaning, inspection, jetting, vaccing, and maintenance
 - b. Street staff assisted Wastewater staff with annual cleaning of Equalization Basin at the sewer plant
 - c. Prepared manhole rehabilitation sites for contract work expected in October
- Conducted several interviews with potential candidates to fill open street labor position
- New plow truck arrived this month after being ordered almost 2 years ago
 - a. Used truck was sold for \$8,500 more than the \$35,000 trade in price
- Staff installed 2 AEDs obtained by the North Liberty Fire Dept
 - a. These AEDs are located at:
 - i. Ranshaw Way west side by the new pedestrian tunnel
 - ii. Centennial Park by the trail at the west entrance into the park
 - b. These AEDs are publicly accessible in the event of an emergency



Jetting sewers in remote locations with easement machine



Street and Wastewater staff cleaning EQ basin



AEDs located at Centennial Park and Ranshaw Way available to the public



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

1. All scheduled preventative maintenance at the plant and lift stations was completed. Preventative maintenance work orders have been completed 2-3 weeks in advance to allow additional staff time for membrane recovery cleans. Staff stayed busy with numerous operational jobs throughout the month.
2. This month's staff safety meeting was on Lab Safety. Staff completed target solutions online training as well as reviewed safety training topics as a group. OSHA compliance and NLWPCP's laboratory evacuation plan was reviewed with all staff.
3. Staff completed concrete and asphalt crack sealing on all hard surface areas around the plant. Several areas were showing damage from heavy traffic and freeze/thaw cycles. Resealing all cracks and joints should give more longevity to our hard surface drives.
4. Wastewater's NPDES permit has one compliance schedule item due November 2022 regarding Nutrient Treatment Strategies. This report has been completed and submitted to IDNR. In general, it states that with the facility's phase 2 treatment improvements can achieve nutrient regulation limits without the need for additional treatment equipment. The following link shows this report. [S:\Water and Wastewater Reports\Wastewater\NPDES Permit\2022\Nutrient Reduction Feasibility Report - Final to IDNR.pdf](#)
5. WPCP and Streets staff worked together to clean the EQ basin at the treatment plant. Staff shoveled the settled debris and solids to the edges of the basin where the Vac truck was able to remove it. This is always a labor-intensive job, and we are grateful for additional dept. assistance and equipment. Please see EQ basin photo below.
6. Staff has spent the past 3 weeks performing membrane recovery cleans. This takes the entire staff to wash down and chemically clean each membrane train. After initial cleaning each cassette (20 total) is pulled from the train and inspected. We also spend a considerable amount of time repairing leaking membranes. Membrane damage is usually due to abrasive materials that get past treatment screening as well as minor issues due to age and use of membranes. Please see pictures below.

Drew Lammers - WPCP Superintendent







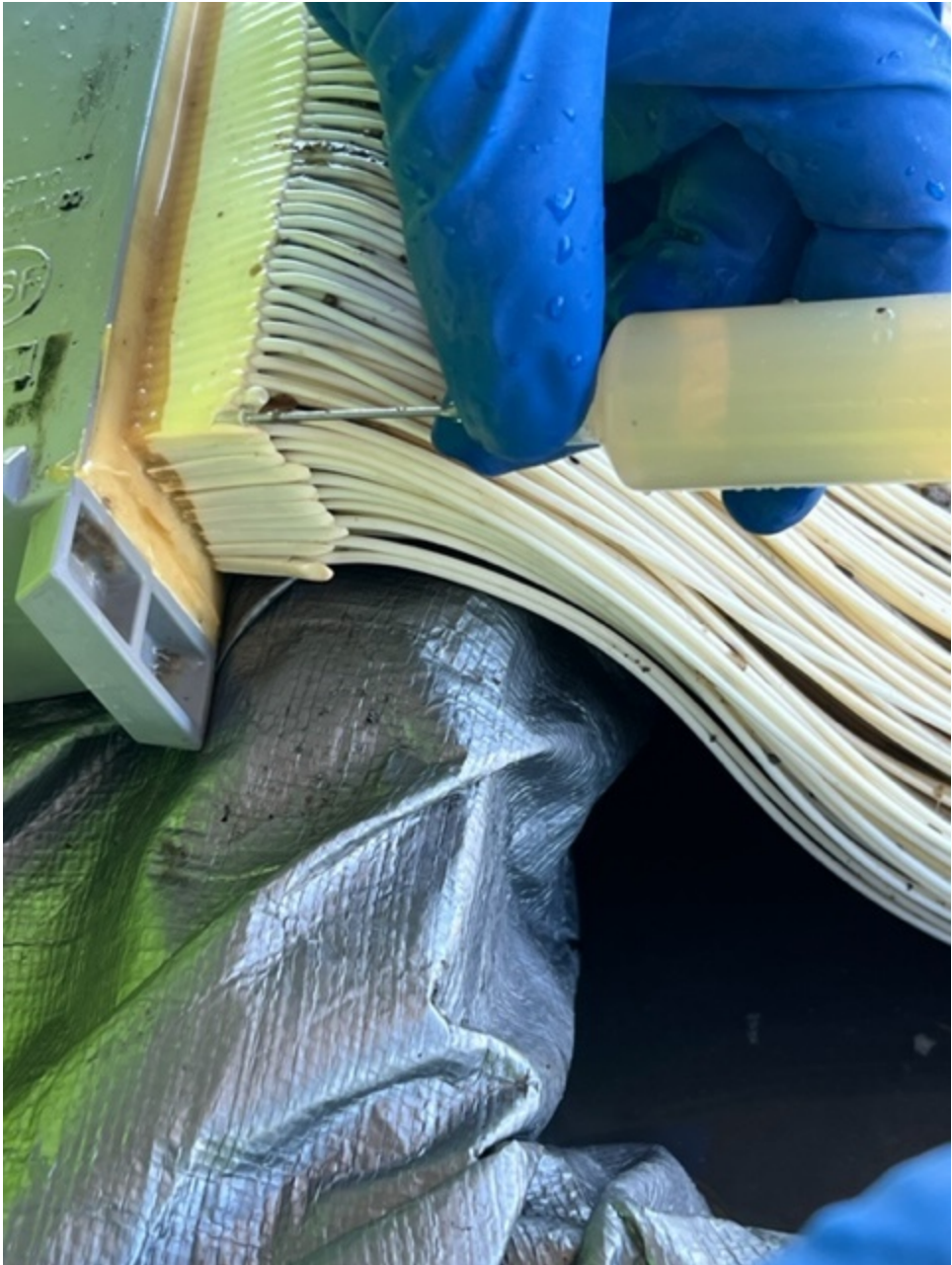














To **North Liberty Mayor and City Council Members**
CC **City Administrator Ryan Heiar**
From **Water Superintendent Greg Metternich**
Date **October 4, 2022**
Re **Monthly Report – September 2022**

In the month of September, we treated a total of 39,579,000 gallons of water, our average daily flow was 1,319,000 gallons, and our maximum daily flow was 1,648,000 gallons. The total amount of water used in the distribution system was within 3,000 gallons of our total in August 2021.

We have had a busy month with 9,083 accounts read, 57 re-reads, 129 service orders, 42 shut-offs, 42 re-connects for water service, 265 shut-off notices delivered, 16 new meter set inspections, 6-meter change outs, 38 MIU change outs, assisted 17 customers with data logging information, 62 calls for service, and 9 after hour or emergency calls. Our monthly total service work averaged 30 service orders per day.

Staff replaced two older MH fire hydrants last month. The first hydrant was located at the end of the cul-de-sac on Heritage Place, it required having Alliant Energy move an electric pole, and removal of several sections of sidewalk. The second hydrant was on Heritage Drive located between two driveway approaches, we removed one approach, and moved the hydrant so it was just outside of the two driveways. The concrete and dirt work are finished on Heritage Place and the driveway approach is scheduled to be poured the week of October 3, 2022.

We assisted with three service leaks last month. Two ¾-inch plastic services that were repaired by Cole Services, and one 8-inch fire line that was repaired by Maxwell Construction. The fire line repair required the water main to be shut-off, the smaller services were repaired live, all three water lines were over 30 years old.

Staff spent a great deal of time last month working with Schrader Group on the Jones Blvd. project. The water main has been flushed, bacteria tested, pressure tested, and is now in service.

Staff continues to work on our Lead and Copper inventory (added 91 services to the list), and surveying curb stops to add to our GIS Mapping (210 curb stops last month) (7,090 total).

Water Superintendent
Greg Metternich



**Planning Commission
October 4, 2022
Council Chambers, 1 Quail Creek Circle**

Call to Order

Chair Josey Bathke called the October 4, 2022 Planning Commission to order at 6:30 p.m. in the Council Chambers at 1 Quail Creek Circle. Commission members present: Barry A'Hearn, Josey Bathke, Sheila Geneser, Jason Heisler, Brian Vincent, Dave Willer; absent: Patrick Staber.

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

Approval of the Agenda

Heisler moved, Willer seconded to approve the agenda. The vote was all ayes. Agenda approved.

North Ridge Parts 2 & 3 Preliminary Subdivision Plat

Staff recommends tabling to allow for the parties to come to agreement. Attorney Bob Downer was present on behalf of the applicant and offered an update. Heisler moved, A'Hearn seconded to table North Ridge Parts 2 & 3 Preliminary Subdivision Plat indefinitely. The vote was: ayes – A'Hearn, Heisler, Bathke, Geneser, Willer, Vincent; nays – none; absent – Staber. Motion carried.

Kwik Star Preliminary Site Plan*Staff Presentation*

Rusnak presented the request of Kwik Trip, Inc approve a Preliminary Site Plan for a fueling station, retail store and related site improvements on 3.86 acres. The property is located at northeast corner of West Forevergreen Road and Jasper Avenue. Staff recommends acceptance of the two findings:

1. The commercial use of the property would be consistent with the current C-2-A District and the Comprehensive Plan Future Land Use Map designation of Commercial; and
2. The site plan would achieve consistency with North Liberty Code of Ordinances Section 165.05(2) entitled, "Preliminary Site Plan Review," and Section 169.10 entitled "Design Standards" and other Code of Ordinance requirements;

and forward the request to approve a preliminary site plan for a fueling station, retail store and related site improvements on proposed Lot 1 of The Evermore, Part 2 subdivision to the City Council with a recommendation for approval.

Applicant Presentation

No applicant was present for the meeting.

Public Comments

No public comments were offered.

Questions and Comments

The Commission discussed the application including the installation of a roundabout in the future, only allowing one lot to be developed, traffic control at Jasper and Forevergreen, development around this application, and the artery for west side development.

Recommendation to the City Council

Geneser moved, A'Hearn seconded that the Planning Commission accept the two listed findings and forward the preliminary site plan to the City Council with a recommendation for approval. The vote was: ayes – Willer, Vincent, Heisler, Geneser, Bathke, A'Hearn; nays – none; absent – Staber. Motion carried.

A2Z Plumbing Preliminary Site Plan

Staff Presentation

Rusnak presented the request of Galaga Enterprises, LC to approve a Preliminary Site Plan for a building trade and services building and related site improvements on 1.72 acres. The property is located at 625 240th Street. Staff recommends that the Commission accept the two findings:

1. The commercial use of the property would be consistent with the current C-2-A District and the Comprehensive Plan Future Land Use Map designation of Commercial; and
2. The site plan would achieve consistency with North Liberty Code of Ordinances Section 165.05(2) entitled, "Preliminary Site Plan Review," Section 168.07 entitled, "Uses Defined and Use Standards," and Section 169.10 entitled, "Design Standards" and other Code of Ordinance requirements;

and forward the request to approve a preliminary site plan for a building trade and services building and related site improvements on 1.72 acres to the City Council with a recommendation for approval.

Applicant Presentation

No applicant was present.

Public Comments

No public comments were offered.

Questions and Comments

The Commission discussed the application including the city looking at this area for a park and support for development of the odd shaped lot.

Recommendation to the City Council

Willer moved, Heisler seconded that the Planning Commission accept the two listing findings and forward the preliminary site plan to the City Council with a recommendation for approval. The vote was: ayes – Bathke, Willer, A'Hearn, Geneser, Heisler, Vincent; nays – none; absent – Staber. Motion carried.

Public Hearing on Zoning Map Amendment

Staff Presentation

Rusnak presented the 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. Staff recommends that the Planning Commission accept the finding:

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

and forward the request for zoning map amendment from ID Interim Development District to RS-4 Single-Unit Residence District to the City Council with a recommendation for approval.

Applicant Presentation

Kevin Watts, the applicant was present and offered to answer questions.

Public Comments

No public comments were offered.

Questions and Comments

The Commission discussed the application including the process for annexation of that area,

Recommendation to the City Council

A'Hearn moved, Willer seconded that the Planning Commission accept the listed findings and forward the zoning map amendment to the City Council with a recommendation for approval. The vote was: ayes – Vincent, A'Hearn, Geneser, Bathke, Willer, Heisler; nays – none; absent – Staber. Motion carried.

Public Hearing on Zoning Map Amendment

Staff Presentation

Rusnak presented the 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. Staff recommends the Planning Commission accept the 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;

and forward the request for zoning map amendment from O-RP Office and Research Park District to RM-12 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.

Applicant Presentation

Jeff Mekota, partner with Dahnovan Holdings, was present on behalf of the applicant and offered to answer questions.

Public Comments

No public comments were offered.

Questions and Comments

The Commission discussed the application including potential uses, consistency with the areas around the amendment, Madison Street orientation,

Recommendation to the City Council

A'Hearn moved, Heisler seconded that the Planning Commission accept the listed finding and forward the zoning map amendment to the City Council with a recommendation for approval. The vote was: ayes- A'Hearn, Bathke, Heisler, Vincent, Geneser, Willer; nays – none; absent – Staber. Motion carried.

Public Hearing on Zoning Map Amendment

Staff Presentation

Rusnak presented the request of GRD Burleson, LLC for a zoning map amendment (rezoning) from ID Interim Development to C-3 Higher-Intensity Commercial District on 7.64 acres. The property is located on the east side of North Liberty Road approximately 375 feet south of South Dubuque Street. Staff recommends that the Commission accept the finding:

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

and forward the request for zoning map amendment from ID Interim Development to C-3 Higher-Intensity Commercial District on 7.64 acres to the City Council with a recommendation for approval.

Applicant Presentation

Ben Logsdon was present on behalf of the applicant and offered additional information on the amendment.

Public Comments

No public comments were offered.

Questions and Comments

The Commission discussed the application including property location of owners with concerns, intersection of two arterials, and the land use map discussion on this area.

Recommendation to the City Council

Willer moved, A'Hearn seconded that the Planning Commission accept the listed finding and forward the zoning map amendment to the City Council with a recommendation for approval. The vote was: ayes – Geneser, Heisler, Bathke, Willer, Vincent, A'Hearn; nays – none; absent – Staber. Motion carried.

Public Hearing on Ordinance

Staff Presentation

Rusnak presented the request of the City of North Liberty for an Ordinance amending Chapter 165 of the North Liberty Code of Ordinances (Zoning Code – Administrative) 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. Staff recommends the Commission accept the three findings:

1. The City expects that the final comprehensive plan submission from RDG will be presented and considered prior to the end of the calendar year 2022, and that the final proposed Plan is likely to substantially conform to RDG's preliminary findings and recommendations; and
2. The City anticipates the prompt review and implementation of all or substantially all of the recommendations contemplated in the proposed final Plan, including modification of the City's future land use map, shortly after its final submission and consideration by the Planning and Zoning Commission; and
3. Approval of preliminary site plans which are in conflict with the modified future land use map prior to its pending implementation would undermine the effectiveness of the comprehensive plan;

and forward the Ordinance amendment to the City Council with a recommendation for approval.

Public Comments

No public comments were offered.

Questions and Comments

The Commission discussed the application including how controversial this might be, the effect on development, and how applications can still go ahead.

Recommendation to the City Council

Heisler moved, A'Hearn seconded that the Planning Commission accept the three listed findings and forward the Ordinance amendment to the City Council with a recommendation for approval.

The vote was: ayes – A'Hearn, Heisler, Bathke, Willer, Geneser, Vincent; nays – none; absent – Staber. Motion carried.

Approval of Previous Minutes

A'Hearn moved, Willer seconded to approve the minutes of the September 6, 2022 meeting. The vote was all ayes. Minutes approved.

Old Business

The Commission discussed the "Save the Scales Bend Farm" campaign discussion.

New Business

Rusnak reported that rezonings and preliminary plats as well as the Comprehensive Plan presentation are on the November agenda.

Adjournment

At 7:21 p.m., A'Hearn moved, Geneser seconded to adjourn. The vote was all ayes. Meeting adjourned.

Signed:

Tracey Mulcahey, City Clerk



Board Meeting Minutes – September 1, 2022

Attending: Jeremy Parrish, Richard Grugin Gwen Johnson, Kevin Stibal, Gwen Johnson

Others Present: Shelly Simpson, Brian Motley, Guy Goldsmith

1. Call to Order
2. Approve April Minutes
 - a. Motion: Jeremy Parrish
 - b. Second: Gwen Johnson
 - c. Kevin Stibal will act as secretary for the September meeting
3. Parks Report (Guy Goldsmith)
 - a. Seasonal employees finishing projects
 - b. Rec Center roofing
 - c. Maintain equipment
 - d. Weekly ball field maintenance
 - e. Monthly playground inspection
 - f. Splash pad is open until weather dictates otherwise
 - g. Mowing/Trimming/Grading/Seeding
 - h. Landscape crews continued maintenance
 - i. Forestry crews removing diseased elm trees
 - j. Mud-jacking on trails
 - k. Installed story walk along Liberty Centere
 - l. Babe Ruth baseball shed insulation, plywood, and painted inside
 - m. Installed new irrigation line and meter
 - n. Removal of old backstop
 - o. Installed new benches at various parks
 - p. Grading Seeding of tennis/pickleball courts
 - q. New signs for pickleball
 - r. Guy attended training for new pedestrian tunnel lighting
4. Recreation Report (Shelly Simpson)
 - a. Summer camp and swim lessons have ended
 - b. Enrollment for Sept-Dec programs has begun
 - c. Monthly revenues totaling \$116,478
 - d. Rec database breakdown: 11,528 residents, 6,799 nonresidents; up 312 this month
 - e. Aqua classes continue to be popular
 - f. Ashley offered lifeguard/CPR classes.
 - g. Aqua programs totaled \$6,352.50
 - h. Fall swim lesson enrollment took place
 - i. Capacity for swim lessons limited due to staff shortages
 - j. Fall swim lesson revenue was \$16,833.25
5. Recreation Program Report (Shelly Simpson and Brian Motley)
 - a. Supreme youth sports league began with cooperative programs with Tiffin/Coralville
 - b. Supreme volleyball totaled 130 participants
 - c. Supreme football totaled 105 participants
 - d. Soccer camp totaled 18 participants
 - e. League fees totaled \$13,120
 - f. Recsters Summer camp ended

- g. Due to changes in summer plans, refunds were offered and BASP was (-) \$220 loss
 - h. Fitness and aerobic classes had 16 registered participants
 - i. Tippi Toes Dance had 48 participants
 - j. Senior connection lunches had 90 meals
 - k. Classes program revenues were \$27,217
 - l. Outdoor pool closes on Sept 4th
 - m. Indoor pool temporarily closed
 - n. Request made for pool revenue comparison over the last few years
 - o. Grant funding for Centennial Park has been approved by City Council
6. Next meeting Oct 6th
- a. Gwen Johnson
 - b. Jeremy Parrish (second)