



**North Liberty City Council  
Regular Session  
March 28, 2023**



# **City Administrator Memo**



To **Mayor and City Council**  
 From **Ryan Heiar, City Administrator**  
 Date **March 24, 2023**  
 Re **City Council Agenda March 28, 2023**

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### Consent Agenda

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

- City Council Minutes (03/14/23)
- Claims
- Liquor License Renewal
  - Quail Creek Golf Course

### Facility Naming Policy

Since hearing from the Big-O Foundation in November, the Council has expressed an interest in developing a naming policy for City facilities. Included in the packet is a draft policy that staff developed, with assistance from other local governments with policies already established. Staff recommends approval of the proposed policy, which establishes guidelines and principles, while allowing the City Council some flexibility when determining a facility name.

### Big-O Foundation Renaming Request

Representatives from the Big-O Foundation will be in attendance to resume a conversation with the City Council about renaming the Babe Ruth Baseball Field to Owen Skelley Field. The Foundation's proposal, as well as letters/emails of support, are included in the packet. If the Council sees fit to rename the field, staff will ask for approval to proceed with work on a naming agreement. Once an agreement is finalized, it would be presented to Council for final approval and official renaming of the facility.

### FY24 Budget

In late February, Governor Reynolds signed legislation that retroactively reduced the residential rollback, resulting in a revenue loss of \$325k for the City's FY24 budget. A separate memo is included in the packet and offers additional information, impacts and recommendations as to how to close this newly created funding gap. On Tuesday, staff is seeking consensus from Council to move forward with proposed changes. A second budget public hearing and resolution to approve the FY24 budget is scheduled for the April 11 meeting.

### Meetings & Events

Tuesday, Mar 28 at 6:30p.m.  
City Council

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

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

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

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

## Northside Community Park

Attempts to negotiate the purchase of land necessary for the North Side Community Park Project from the owners have not been successful. This resolution is required by state law in order to proceed with acquisition of the property by eminent domain. Staff recommends approval.

## Solomon's Entertainment District

Pratt Real Estate Management, Inc., has submitted a request to replat certain parcels for commercial use within the Solomon's Landing Subdivision, such that lots 19, 20, 21, and Outlot "E" of the original development would be combined to form three lots. Though there are no new public improvements being constructed, a new developer's agreement is required to impose modified restrictions on development of the new lots to ensure compliance with the recommendations of the MPO's traffic study. The Planning Commission unanimously recommended approval of the preliminary plat at its March 7 meeting. Staff recommends approval of the developer's agreement, preliminary, and final plat.

## Hope Presbyterian Church Stormwater Management Agreement

Chapter 156 of the City's Code of Ordinances requires a written agreement between the City and property owners governing the maintenance of storm water detention facilities. The agreement contains standard provisions recommended by the City Engineer and required by code. Staff recommends approval of the agreement with Hope Presbyterian Church.

## Ranshaw Way Paved Shoulders Project

The Ranshaw Way Paved Shoulder Project is designed and ready for bid. Tuesday's agenda includes a public hearing and subsequent resolution approving the plans and specifications, of which staff recommends approval. Bids are scheduled to be received on April 4 with an award of contract anticipated to be on the April 11 City Council agenda.

## 2023A Bond Issuance

Annually, the City borrows funds to pay for projects that have been or are nearing completion. Because the City's cash position is solid, it has the ability to borrow after the fact, which saves money on interest and eliminates uncertainty of identifying exact project costs prior to the completion of the project.

<i>Centennial Park Loop Drive</i>	\$634,000
<i>Ranshaw Way, Phase 5 [B]</i>	\$2,740,000
<i>N. Jones Boulevard</i>	\$1,890,000
<i>Dubuque Street, Phase 1 [A]</i>	\$2,800,000
<i>City Hall [A]</i>	\$920,000
<i>Borrowing Fees</i>	\$451,000
<b>TOTAL</b>	<b>\$9,435,000</b>

Tuesday's agenda includes the first step in the borrowing process – a resolution setting a public hearing for April 11. Staff expects the bond sale to be in May with a closing date in early June. Staff recommends approval of the resolution.

## Housing 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 a contract with AEC Contracting and a homeowner on Dickinson Drive for rehabilitation of their home. City and ECICOG staff recommend approval of the contracts.

Also on the agenda is a revised procurement policy that the City must approve to be in compliance with the CDBG program. Here again, City and ECICOG staff recommend approval of the policy.

## Depository Resolution

Recently, staff evaluated the rate of returns on the City's cash on hand and subsequently sent requests for proposals to local banks for CD rates. Hills Bank offered the best rates, 5.5% on an 18-month CD and 5.25% on a 12 month. Staff is planning to move money from other banks to purchase these CD's; however, prior to doing so must update the depository resolution. Staff recommends approval of the resolution, authorizing the city to increase the maximum deposit amount into Hills Bank to \$25 million.

## Animal Ordinance, Second Reading

The City overhauled its Animal Control Ordinance in 2019 to allow for more flexibility in how animal control issues are resolved. Those changes allowed for the declaration of dogs as potentially dangerous or dangerous, and for owners of those animals to

demonstrate their ability to safely house the animals in lieu of impoundment. The 2019 ordinance has been largely successful, but certain provisions for impoundment have proven confusing, or even contradictory. The proposed amendment seeks to correct those inconsistencies by making uniform the procedures surrounding the seizure, impoundment and redemption of such animals. It also expands the licensing exemption for service animals, specifies secure leashing methods for potentially dangerous animals, and carves out procedural protections for animals subject to neglect or mistreatment. Staff recommends approval.



# **Agenda**



### **CITY COUNCIL**

March 28, 2023

6:30 p.m.

Regular Session

Council Chambers

1 Quail Creek Circle

1. Call to order
2. Roll call
3. Approval of the Agenda
4. Consent Agenda
  - A. City Council Minutes, Regular Session, March 14, 2023
  - B. Claims
  - C. Liquor License Application, Quail Creek Golf Course
5. Public Comment
6. Engineer Report
7. City Administrator Report
8. Mayor Report
  - A. Child Abuse Prevention Month Proclamation
9. Council Reports
10. Facility Naming Policy
  - A. Resolution Number 2023-25, A Resolution approving the Policy for Naming of City Facilities
11. Big O Foundation
  - A. Discussion and possible action regarding the request from the Big O Foundation
12. FY 24 Budget
  - A. Discussion and possible action regarding proposed FY 24 budget
13. North Side Community Park Project
  - A. Public Hearing regarding the proposed park project



- B. Resolution Number 2023-24, A Resolution authorizing condemnation of portions of certain real properties for the North Side Community Park Project
14. Solomons Entertainment District
- A. Resolution Number 2023-26, A Resolution approving the Developer's Agreement for Solomon's Entertainment District, a resubdivision of Lots 19, 20, 21 and Outlot 'E' of Solomon's Landing Part One, North Liberty, Iowa
  - B. Resolution Number 2023-27, A Resolution approving the Preliminary Plat for Solomons Entertainment District, North Liberty, Iowa
  - C. Resolution Number 2023-28, A Resolution approving the Final Plat for Solomons Entertainment District, North Liberty, Iowa
15. Hope Presbyterian Church Stormwater Management Facility Maintenance Agreement
- A. Resolution Number 2023-29, A Resolution approving the Storm Water Management Facilities Maintenance Agreement and Easement between the City of North Liberty and Hope Presbyterian Church that establishes the terms and conditions under which stormwater management facilities will be maintained for Hope Presbyterian Church in the City of North Liberty, Iowa
16. Ranshaw Way Paved Shoulders Project
- A. Public Hearing regarding proposed plans, specifications and estimate of cost for the Ranshaw Way Paved Shoulders Project
  - B. Resolution Number 2023-30, A Resolution finally approving and confirming plans, specifications, and estimate of cost for the Ranshaw Way Paved Shoulders Project
17. 2023A Bond Issuance
- A. Resolution Number 2023-31, A Resolution setting the date for a public hearing on proposal to enter into a General Obligation Loan Agreement and to borrow money thereunder
  - B. Resolution Number 2023-32, A Resolution approving the Engagement Letter between the City of North Liberty and Dorsey & Whitney LLP regarding Bond Counsel Services for the General Obligation Corporate Purpose Bond Sale, Series 2023A
18. Housing Rehabilitation Project
- A. Resolution Number 2023-33, A Resolution approving the Rehabilitation Contract and associated documents between the owner, rehabilitation contractor and the City of North Liberty

- B. Resolution Number 2023-34, A Resolution approving the updated Procurement Policy required by the Community Development Block Grant Program
19. Depository Resolution
- A. Resolution Number 2023-35, A Resolution designating Hills Bank & Trust Company, MidWestOne, Green State Credit Union, First Interstate Bank, Collins Community Credit Union, Two Rivers Bank & Trust, and US Bank as depositories for public funds belonging to the City of North Liberty, Iowa
20. Animal Ordinance Amendment
- A. Third consideration and adoption of Ordinance Number 2023-04, An Ordinance amending Chapters 55, 56, and 57 of the Code of Ordinances of the City of North Liberty, Iowa, concerning procedures for impoundment and redemption of impounded animals, compliance requirements for dangerous dogs, and licensure of service animals
21. Old Business
22. New Business
23. Adjournment



# **Consent Agenda**



### **CITY COUNCIL**

March 14, 2023  
Regular Session

#### **Call to order**

Mayor Pro Tem Brian Wayson called the March 14, 2023, Regular Session of the North Liberty City Council to order at 6:30 p.m. in the Council Chambers, 1 Quail Creek Circle. Councilors present: Ashley Bermel, RaQuishia Harrington, Brian Wayson; absent—Mayor Chris Hoffman, Brent Smith, Erek Sittig.

Others present: Ryan Heiar, Grant Lientz, Ryan Rusnak, Mary Byers, Ken Leo, Robert Downer, and Derek Blackman.

#### **Approval of the Agenda**

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

#### **Consent Agenda**

Harrington moved, seconded by Bermel, to approve City Council Minutes, Regular Session, February 28, 2023; Claims; Liquor License Renewal, Jalapeno; City Hall Project, City Construction, Pay Application Number 2, \$787,848.52. The vote was all ayes. Consent Agenda approved.

#### **Public Comment**

No public comments were offered.

#### **Engineer Report**

City Engineer Kevin Trom was absent from the meeting.

#### **City Administrator Report**

City Administrator Ryan Heiar thanked the members of the Council for their attendance so we could have this short meeting. Heiar reported on the progress of the new City Hall and encouraged the council to drive by see the shape and scope of the building. At the March 28<sup>th</sup> City Council meeting there will be a Facility Naming Policy which will allow for renaming the Babe Ruth Field to Owen Skelley Field.

#### **Mayor Report**

No report was given.

## **Council Reports**

Harrington thanked the City of North Liberty for allowing her to attend the Children's Museum Gala along with Mayor Hoffman and his wife.

Bermel reported that the Sip and Stroll was well attended and had great feedback from the public. Mayor Hoffman and Bermel attended Pizza with Politicians, where the youth of North Liberty had two pages of questions and Bermel was impressed with the event.

Wayson attended the Sip and Stroll and mentioned the Blue Bird and Tin Roost received a lot of foot traffic from the event and maybe next time we could incorporate other businesses in the area.

## **North Ridge Preliminary Plat**

### Staff Presentation

Rusnak presented the request of Scanlon Family, LLC. And The Trustee of Penn Township to approve the Preliminary Subdivision Plat for a 37-lot subdivision on approximately 36.32 acres. The property is located at the southeast corner of North Liberty Road and Oak Lane NE. The Planning commission recommended approval.

City Attorney Grant Lientz addressed the Council on the agreement between the property owner and the Fjords North Homeowners Association on concerns that were addressed at the Good Neighbor Meeting on June 15, 2022.

### Applicant Presentation

Bob Downer was present on behalf of the applicant and offered additional information on the agreement between the Scanlon Family and Fjords North Homeowners Association.

### Public Comments

Ken Leo, Township Cemetery Board, referenced a half-acre to the south on this property that has mature trees and would be a great place for a city park. The Cemetery Board has the budget to maintain the property if the city would be interested.

Harrington moved, seconded by Bermel, to approve Resolution Number 2023-23, A Resolution approving the Preliminary Plat for North Ridge – Part 2 & 3, North Liberty, Iowa and that the findings of the North Liberty Planning and Zoning Commission are hereby ratified. The vote was: ayes—Harrington, Wayson, Bermel; nays—none; absent—Sittig, Smith. Motion carried.

**Animal Ordinance Amendment**

Harrington moved, seconded by Bermel, to approve the Second consideration of Ordinance Number 2023-04, An Ordinance amending Chapters 55, 56, and 57 of the Code of Ordinances of the City of North Liberty, Iowa, concerning procedures for impoundment and redemption of impounded animals, compliance requirements for dangerous dogs, and licensure of service animals. The vote was—ayes—Harrington, Wayson, Bermel; nays—none; absent—Wayson, Sittig. Motion carried.

**Old Business**

No old business was presented.

**New Business**

No new business was presented.

**Adjournment**

Harrington moved, seconded by Bermel, to adjourn the meeting at 6:50 p.m. The vote was all ayes. Meeting adjourned.

**CITY OF NORTH LIBERTY**

By: \_\_\_\_\_  
Brian Wayson, Mayor Pro Tem

Attest: \_\_\_\_\_  
Mary Byers, Deputy Clerk



## North Liberty Police Department

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

March 10, 2023

Liquor License Check

Business: Quail Creek Golf Course

700 Club House Road

North Liberty, IA 52317

Owner: Theodore Lewis (DOB: 1955)

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

I recommend the license be granted.

This record check was conducted by Sergeant Mitch Seymour.





State of Iowa ABD approval statement from the following county department

**Legal Name of Applicant:** \_\_\_\_\_

**Name of Business (DBA):** \_\_\_\_\_

**Address of Business:** \_\_\_\_\_

**Business Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**State of Iowa ABD License #:** \_\_\_\_\_


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**Johnson County Health Department:**

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

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

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

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



# North Liberty Fire Department

Occupancy: **Quail Creek Golf Course Club House**  
Occupancy ID: **QUAI03**  
Address: **700 Clubhouse RD**  
**North Liberty IA 52317**

Inspection Type: **Liquor License Inspection**

Inspection Date: **3/14/2023** By: **Hardin, Bryan E (01-1022)**

Time In: **13:00** Time Out: **13:30**

Authorized Date: **03/14/2023** By: **Hardin, Bryan E (01-1022)**

Next Inspection Date: **No Inspection Scheduled**



Form: General Fire  
Inspection Checklist 1.3

## Inspection Description:

### ORDER TO COMPLY:

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

## Inspection Topics:

### Fire Extinguishers

#### Fire Extinguisher Annual Inspection - Current Inspection Tag

901.6.1 Standards. Fire detection, alarm, and extinguishing systems, mechanical smoke exhaust systems, and smoke and heat vents shall be maintained in an operative condition at all times, and shall be replaced or repaired where defective. Non-required fire protection systems and equipment shall be inspected, tested and maintained or removed. Fire Alarm System, Fire Sprinkler System and Fire Extinguishers are required to be inspected annually.

**Status:** **NOT OBSERVED**

**Notes:** **Annual inspection due in April.**

### Electrical Rooms / Electrical Wiring

#### Electrical Equipment - 3 Feet Clearance in Front of Panel

605.3 Working space and clearance. A working space of not less than 30 inches in width, 36 inches in depth and 78 inches in height shall be provided in front of electrical service equipment. Where the electrical service equipment is wider than 30 inches, the working space shall be not less than the width of the equipment. Storage of materials shall not be located within the designated working space.

**Status:** **CORRECTED UPON REINSPECTION**

**Notes:** **Combustible storage below electrical panel. Was removed during inspection.**

#### No Extension Cords

605.5 Extension cords. Extension cords and flexible cords shall not be a substitute for permanent wiring. Extension cords and flexible cords shall not be affixed to structures, extended through walls, ceilings or floors, or under doors or floor coverings, nor shall such cords be subject to environmental damage or physical impact. Extension cords shall be used only with portable appliances.

**Status:** **CORRECTED UPON REINSPECTION**

**Notes:** **Extension cord to beer sign. Was removed during inspection.**

## Additional Time Spent on Inspection:

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

**Total Additional Time: 0 minutes**

**Inspection Time: 30 minutes**

**Total Time: 30 minutes**

## Summary:

**Overall Result:** Passed

**Inspector Notes:**

## Closing Notes:

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

## Inspector:

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



Signed on: 03/14/2023 13:59

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

\_\_\_\_\_  
*Date*

## Representative Signature:

Signature of: Ted Lewis on 03/14/2023 13:08



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

\_\_\_\_\_  
*Date*



# Mayor Report



# PROCLAMATION

## Child Abuse Prevention Month APRIL 2023

**Whereas**, children are vital to North Liberty's future success, prosperity, and quality of life; and

**Whereas**, all children deserve to have the safe, stable, nurturing homes and communities they need to foster healthy growth and development; and

**Whereas**, Iowa is leading research efforts to better understand the negative long-term outcomes of child abuse and neglect among adults through the Adverse Childhood Experiences study (ACEs), which shows that poor physical health, mental health, and financial health in adulthood is attributed to adverse experiences in childhood, including abuse and neglect; and

**Whereas**, research shows that the presence of just one caring relationship in a child's life builds resilience and mitigates negative outcomes, especially in a child with a high ACEs score; and

**Whereas**, child abuse and neglect are a community responsibility and can be reduced by making sure each family has the support it needs to raise children in a healthy environment; and

**Whereas**, effective child abuse prevention programs succeed because of partnerships created among the courts, social service agencies, schools, civic organizations, law enforcement agencies, and the business community; and

**Whereas**, effective youth-serving programs – like those offered by the North Liberty City Slate, North Liberty Library, North Liberty Recreation Department, and our Social Service Block Grant recipients – offer positive alternatives for young people and encourage youth to develop strong ties to their community; and

**Whereas**, the North Liberty Mayor and City Council members recognize the need for community awareness of local child abuse prevention efforts and healthy parenting education & support, from organizations like Johnson County Community Partnerships for Protecting Children and Prevent Child Abuse, and encourage families to attend the **North Liberty Kites for Kids Festival** on Saturday, April 22, 2023, from 12:00 PM to 2:00 PM in the Liberty High School parking lot.

**Now, therefore, be it resolved** that I, Chris Hoffman, Mayor of North Liberty, do hereby recognize April 2023, as

### **Child Abuse Prevention Month**

in North Liberty, Iowa and call upon citizens, community agencies, medical facilities, and businesses to increase efforts to prevent child abuse, thereby strengthening the community in which we live.

**Signed in North Liberty, Iowa, this 28th day of March 2023.**

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**Chris Hoffman, Mayor  
City of North Liberty, Iowa**



# PROCLAMATION

## Trans Day of Visibility

**Whereas**, we recognize visibility matters as does the resilience, strength, and joy of transgender, nonbinary, and gender nonconforming people, especially our youth, who are integral to building a stronger, more prosperous, more inclusive North Liberty community, and

**Whereas**, North Liberty's success depends on ensuring that all persons feel safe, welcome, and celebrated here; and

**Whereas**, we acknowledge the adversity, discrimination, and restricted access to gender-affirming care and services that the transgender community continues to face across our Nation and around the world, and we honor the activism and determination that has fueled the fight for transgender equality, and

**Whereas**, regardless of their gender and/or orientation, all North Libertarians are worthy of a sense of community; through positive interactions and equitable access that promotes an atmosphere of being seen,

**Whereas**, many North Liberty residents and business owners, local elected officials, and City employees continually and intentionally work to build a gender-expansive community where every resident who identifies as transgender, nonbinary, and gender nonconforming has the opportunity to live their authentic truth; and

**Whereas**, the City of North Liberty aspires to be a bridge connecting the diverse LGBTQIA+ community with existing residents so that common ground and shared existence can be realized; and

**Whereas**, on Trans Day of Visibility, we honor transgender people who are fighting for freedom, equality, dignity, respect, and

**Whereas**, we also celebrate the parents, teachers, coaches, doctors, and other allies who affirm the identities of transgender children and help these youth reach their potential.

**Whereas**, we honor the spirit of unity which brings people together and are committed to ensuring that transgender people, especially transgender youth, enjoy the freedom and equality that are promised to everyone across North Liberty, the greater Johnson County area, the State of Iowa, and the nation; and

**Whereas**, we encourage our residents to join this movement by supporting and joining communities nationwide to participate in local, regional, and national events that demonstrate a commitment to our core community values by taking action in the spirit of visibility on this day and every day.

**Now, therefore, be it resolved** that I, Chris Hoffman, Mayor of North Liberty, do hereby proclaim March 31, 2023, as

### Trans Day of Visibility

in the City of North Liberty.

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**Mayor Chris Hoffman**

Signed in North Liberty, Iowa  
this 28th day of March, 2023



# **Facility Naming Policy**



## Policy for Naming of City Facilities

This Policy establishes a process and criteria for the consideration of naming and renaming of City facilities.

### Policy Statement

It is the policy of the City to provide a process for consideration of the naming and renaming of City-owned facilities. The naming of City-owned facilities shall occur in the discretion of the City Council, and in conformity with this policy.

### Guiding Principles to Naming City Facilities

Names applied to City-owned property or facilities should adhere to the following principles:

#### Persons (living or deceased), Groups, and Organizations

Examples of appropriate or suitable names related to persons, groups or organizations include, but are not limited to:

- Names of historic events, groups, organizations, or persons at the local, regional, or national level of major significance with special consideration given to North Liberty's own history.
- Names of persons, groups, or organizations having a long-standing affiliation with the City of significant community service, involvement, or contributions beyond the ordinary interest level whose efforts have:
  - Enhanced the quality of life and well-being of City residents;
  - Contributed to the preservation of the City's history or culture;
  - Made exemplary or meritorious contributions to the City or its residents;
  - or
  - Contributed to the acquisition, development, or conveyance of land, buildings, structures, or other amenities to the City or community.
- Names of persons, groups, or organizations having a significant, positive cultural or social impact on the community.
- National and/or local heroes who have given outstanding service to mankind or who have worked over and above any ordinary interest level.

## Place and Feature Names

Property or facility names may incorporate geographic elements in accordance with the following:

- Appropriate place or feature names might include reference to a recognizable area, neighborhood, or landmark.
- Names that aid in locating a facility are acceptable. If the facility is located in a park, the facility need not share the name of the park.
- Assumed names should be used only if the area has been known by that assumed name for an extended period of time. The existing name of a facility should not be changed merely for the sake of change.
- For a facility located in an area with a specific theme, due consideration should be given to that theme.
- Appropriate names may refer to natural phenomena such as rivers, creeks, and terrain.

## Considerations for Renaming Facilities

In general, named facilities should only be renamed in exceptional circumstances.

Renaming a facility is appropriate when:

- The criteria set forth in this Policy are met;
- There is a valid reason for renaming the facility; and
- An appropriate level of community support exists.

## Names not Eligible for Use on City-owned Facilities or Property

Names which fall into the following categories are not eligible for consideration.

Determination of whether a proposed name falls into any such category is made in the discretion of the City Council.

- Cumbersome, corrupted or modified names which lower the quality or character of the facility or property named.
- Profane, discriminatory or derogatory names relating to age, race, religion, creed, national origin, sex, color, marital status, disability, sexual orientation, political affiliation or other similar categories.
- Names that are likely to cause confusion due to duplication of or similarity with existing named locations within the City or surrounding areas. Only one facility, park, or street may be named in honor of an individual.



- Names of companies whose business is substantially derived from the sale of alcohol, tobacco, firearms, pornography, and/or other practices considered unsuitable or inappropriate.
- Names of appointed or elected local officials currently in office or current City employees.
- The re-use of former facility names other than for a reconstruction of the same facility in the same location.
- Names that would result in the overt commercialization of City facilities.

### Conditional Naming Rights - Limitations and Restrictions

Individuals, groups, organizations, associations, companies, or businesses may choose to offer a donation of land, equipment, materials, or funding to the City in consideration for naming rights. City staff will review the acceptability of any donation and recommend a naming agreement to the Council.

In the case of special events where donations or sponsorship of that event is provided by a corporate or organizational sponsor, such donor or sponsor may, at the discretion of the appropriate City department director, be recognized through the display of the donor or sponsor's logotypes and/or names on event material(s). Such donation or sponsorship by a donor or sponsor shall not entitle that donor or sponsor to any special privileges.

The type, size, font, and placement of plaques, monuments and signs installed or placed at City facilities shall be at the sole discretion of the City. The costs of plaques, monuments, and replacement of signs resulting from, or done in conjunction with the dedication or commemorative naming or renaming of a facility, may be borne by the individual, group, or organization requesting the name change.

The naming of a City-owned facility does not change its designated function, or the conduct permitted thereon. Plaques, benches, trees, and other donated objects are not intended to be a place of worship or an official gathering place.

### Process for Naming a City Facility

It is not necessary that every City facility have a name. In the event the City Council wishes to name a facility, it may do so by any of the following:

1. Appointing an ad-hoc committee, facilitated by a staff member, to make a recommendation on a name.

2. Requesting an existing City Board or Commission, facilitated by a staff member, to make a recommendation on a name.
3. Accepting a request from City resident(s), business owner(s), property owner(s), or City staff.
4. Naming the facility on its own motion.
5. Entering into a naming agreement with an individual, organization, business or corporation, or other entity.

In any case, the City Council may adopt or deny the recommendation, or refer the matter back to the Committee, Board, Commission or requesting party for further review and consideration.

### Process for Renaming a City Facility or Area

A request to rename a City facility may be initiated by one or more City resident(s), business owner(s), property owner(s), or City staff by submitting a proposal to the City Administrator. The proposal should include all of the following:

- The facility proposed to be renamed.
- Reasons for the proposed name change.
- Letters of support, articles, documents, and other evidence demonstrating broad-based community support.
- The proposed new name.

City staff will review the proposal and determine if it is consistent with this Policy. If consistent, the proposal will be forwarded to the City Council for review and consideration.

Proposals that are determined to be incomplete, without sufficient support, or that are otherwise inconsistent with this Policy will be returned to the petitioner together with a written explanation for the return. The petitioner may resubmit the proposal at any time with new or additional information to correct the insufficiencies identified.

All decisions with respect to the renaming of a City facility will be at the discretion of the City Council.

### Right to Rescind

The City Council reserves the right to rescind any naming or recognition given to any individual, organization, business or corporation, or other entity if at any time the individual, organization, business or corporation, or other entity is found to have

neglected to uphold the standards of good citizenship, including, but not limited to, failing to make any portion of a promised financial contribution to the City.

**Resolution No. 2023-25**

**RESOLUTION APPROVING THE POLICY FOR NAMING  
OF CITY FACILITIES**

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

**WHEREAS**, the City receives requests for the naming of city facilities; and

**WHEREAS**, the City has set forth guidance and procedures for the honorary naming of city facilities; and

**WHEREAS**, the Policy for Naming of City Facilities has been reviewed by City legal counsel.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY  
OF NORTH LIBERTY, IOWA**, that the Policy for Naming of City Facilities is approved and authorized for use effective upon action.

**APPROVED AND ADOPTED** this 28<sup>th</sup> day of March, 2023.

**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



# **Big O Foundation**

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

### **Owen's Story**

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

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

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

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

### **Proposal**

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

### **Our Why**

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

other than Liberty High School where scheduling is limited. Most important, this field would allow The Big O Foundation to spread the word about mental health awareness by supporting physical activity, displaying mental health resources at and around the field, hosting mental health awareness events, and creating a sense of belonging and inclusivity.

### **Proposed Events**

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

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

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

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

#### **OS14 Softball Tournament**

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

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

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

- At least two large 988 Hotline Signs in the outfield

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

### **Additional Funding**

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

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



## Melanie Farr

---

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

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NL City Council

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

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

Thanks for your consideration.

Chris Avgenackis  
285 Autumn Court  
North Liberty

## Melanie Farr

---

**From:** Forte Debut Dance <forte@debutdancestudio.com>  
**Sent:** Monday, October 24, 2022 10:17 AM  
**To:** Council  
**Subject:** [External] Penn Meadows Babe Ruth "Owen Skelley Field"

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To : North Liberty Iowa Council

As an engaged member of the North Liberty community, I am writing to your council to express my support to rename the Babe Ruth field to the "Owen Skelley Field" and partner with the Big O Foundation.

The Big O Foundation is breaking down the misconception of suicide, and spreading awareness that **IS SAVING LIVES** in our community. While I cannot fathom the pain the Skelley family is going through, I am completely inspired by their willingness to share their story and advocate for mental health so that this doesn't happen to another undeserving family.

North Liberty has an opportunity to launch this foundation and create a center where youth, their families, and the community can come together to spread the Big O Foundation message.

On behalf of myself, and Debut Dance in North Liberty, we support this renaming of the Babe Ruth field and partnership with the Big O Foundation.

Thank you,  
Kathleen

--

**Kathleen Fallon**  
*Forte Director*

## Melanie Farr

---

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

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Hello,

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

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

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

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

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

## Melanie Farr

---

**From:** Coach James Harris <coach.jamesdharris@gmail.com>  
**Sent:** Friday, October 21, 2022 9:02 AM  
**To:** Council  
**Subject:** [External] The Big O Foundation - Letter of Support  
**Attachments:** OS14 Support Letter.pdf

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Hello North Liberty City Council,

Please accept my attached letter of support to the proposal The Big O Foundation will bring before you at Tuesday's meeting.

This organization and their mission is a cause that needs the full support of the community to help bring aware to mental health amongst our youth. The Skelley Family are serving as great advocates to bring light to a topic that has been in the dark too long.

Thank you for your consideration,  
James Harris  
Head Football Coach - Liberty High School



## Melanie Farr

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

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Dear Council Members,

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

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

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

Sincerely,

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

Sent from [Mail](#) for Windows

## Melanie Farr

---

**From:** Harriet Labertew <hllaber2@gmail.com>  
**Sent:** Thursday, October 20, 2022 7:47 PM  
**To:** Council  
**Subject:** [External] Owen Skelley Field

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I would like to request and encourage you to rename the Penn Meadows Babe Ruth field to the Owen Skelley Field. Owen suffered mental health issues and loved life, his family, classmates and community. He was North Liberty's favorite son. It would be a powerful way to convey the healing message of mental health to rename the current field to the Owen Skelley Field and make North Liberty a MUST Stop to Iowa visitors. There is not another Baseball Field in Iowa dedicated to the message of mental illness. Thank you for considering renaming the field. With appreciation, Harriet Labertew, 3227 68th St., Urbandale, Iowa 50322

## Melanie Farr

---

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

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To whom it may concern,

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

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

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

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

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

Zach

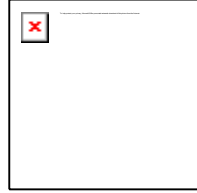
--

**ZACH HAMMES**

BUSINESS EDUCATION

LIBERTY HIGH SCHOOL

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



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## Melanie Farr

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**From:** Gary Widel <gewidel@gmail.com>  
**Sent:** Thursday, October 20, 2022 7:35 PM  
**To:** Council; Gary Widel  
**Subject:** [External] Renaming of Baseball Field

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Dear Council Members,

We are writing this note in support of the Owen Skelley family, and the renaming of the North Liberty Baseball Field.

The Skelley family has been part of our lives for over 20 years. The sudden loss of their son, Owen, to mental illness was not only a tremendous loss and shock to them, but also to their friends and the community as a whole. As the family grieved for the loss of Owen, the support they received from their local area, and other communities was overwhelming.

Owen is not the first person of this age group to take his life because of mental illness. As the Skelley family and their friends were trying to reconcile how this could have happened, it became clear that something needed to be done to prevent another family from losing a loved one so young. Thus, the Big O Foundation was formed. In a few short months, the foundation has had a tremendous impact in our community and other areas as well. Let's be clear, mental illness has not always been front and center in our conversations. Most people either try to hide it, or are just embarrassed to talk about it for some reason. Through this foundation, the Skelley family has done an incredible job of sharing their story, and how the sudden loss of Owen has impacted their lives. It is important to point out here, Joe and Jenny Skelley are not ones to seek out the spotlight. They are speaking out only to let others know, not to be afraid, it is okay to ask for help! They only want to avoid another family going through what their family has endured.

This all being said, we would like to see the baseball field renamed in some manner, not just for Owen and his love of the sport, but also for the

other young lives that have been lost because of mental illness. Upon the renaming of the field, a plaque may also be placed with Owen Skelley's name on it, along with the names of other young lives lost to mental illness, and a number to call for help. This will definitely tell a story to young and old alike as they visit the field over the years. It will hopefully make visitors ask the question, how, and what would cause someone so young to take their life.

In closing, this is not just about the renaming of the baseball field, it is about mental illness awareness for our youth, and that they know there is help and support for them!

Sincerely,  
Gary Widel  
Paul Juhl

## Melanie Farr

---

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

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

Begin forwarded message:

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

Dear North Liberty Council Members,

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

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

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

Gratefully, ,  
Nancy L. Stefani

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

Phone: (515) 240-4290

## Melanie Farr

---

**From:** Diane Fickel <fickel.diane@iowacityschools.org>  
**Sent:** Thursday, October 20, 2022 6:49 PM  
**To:** Council  
**Cc:** Joe and Jenny Skelley  
**Subject:** [External] Owen Skelley Field

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---

I am writing this evening to support the proposal from the Big O Foundation to name a field in Penn Meadows after the beloved Owen Skelley.

I have been an educator in the Iowa City School District for 30 years at West High School. Because of my experience working with youth, I know that Mental Health Awareness needs to be constant, intentional and represented in a way that will impact our youth in a positive way.

In addition, my daughter opened and has grown Debut Dance in North Liberty. Thanks to the community her business is thriving and continues to provide a positive environment for young dancers.

As part of the North Liberty business community, a career educator, grandma, mother and supporter of the Skelley family, please approve the Big O Foundation's proposal. This field will enhance the community's bond and love for Owen and provide a constant reminder about the serious nature of mental health.

Thank you.

Diane Fickel

## Melanie Farr

---

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

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To the leaders of North Liberty:

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

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

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

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

Thank you for considering.

#OS14

Lisa Smith

## Melanie Farr

---

**From:** Sheldon Schroeder <schrsh@gmail.com>  
**Sent:** Thursday, October 20, 2022 6:48 PM  
**To:** Council  
**Subject:** [External] Rename of Penn Meadows to Owen Skelley Field

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Dear North Liberty City Council,

We are writing to show support for the Big O Foundation in partnering with the City of North Liberty to rename Penn Meadows, the "Owen Skelley Field".

The Skelley family and The Big O Foundation have bravely turned a horrific and devastating tragedy into an enormous positive ripple effect for our whole community. Owen Skelley was a kind human, a generous friend, and a fierce baseball competitor. That is how he will be remembered. Owen focused on getting better and helping his team get better everyday. Owen and his baseball team considered Penn Meadows their home turf. The memories that surround the field, the dugouts, and even the concession stands are full of Owen and his big personality.

Owen and his baseball team worked hard, cheered hard, and represented North Liberty in a way that we can be proud of. Renaming Penn Meadows the "Owen Skelley Field" allows our community to focus on the positive ripple effect that Owen started. The community needs Owen's positive presence to remain. The honor that this would give Owen and his family is profound, but the honor it would give our entire community would be immeasurable.

Thank you for your consideration of this!

Sincerely,  
Sheldon and Rebecca Schroeder

Sent from my iPhone

## Melanie Farr

---

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

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---

Hello,

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

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

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

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

Thank you,  
Megan Snyder  
Owner, Debut Dance



## Melanie Farr

---

**From:** Erin Schroeder <schroeder.erin@iowacityschools.org>  
**Sent:** Thursday, October 20, 2022 6:08 PM  
**To:** Council  
**Cc:** Seth Schroeder  
**Subject:** [External] Penn Meadows-Owen Skelley Field

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Dear North Liberty City Council Members,

I appreciate the opportunity to share this letter with you. I am writing to show support for the Big O Foundation to partner with the City of North Liberty in renaming Penn Meadows, the "Owen Skelley Field".

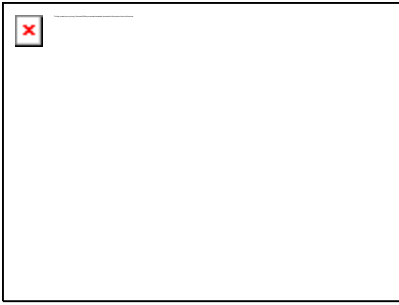
The Skelley family and The Big O Foundation have bravely turned a horrific and devastating tragedy into an enormous positive ripple effect for our whole community. Owen Skelley was a kind human, a generous friend, and a fierce baseball competitor. That is how he will be remembered. Owen focused on getting better and helping his team get better everyday. Owen and his baseball team considered Penn Meadows their home turf. The memories that surround the field, the dugouts, and even the concession stands are full of Owen and his big personality.

Owen and his team worked hard, cheered hard and represented North Liberty in a way that we can be proud of. Renaming Penn Meadows the "Owen Skelley Field" allows our community to focus on the positive ripple effect that Owen started. The community needs Owen's positive presence to remain. The honor that this would give Owen and his family is profound, but the honor it would give our entire community would be immeasurable.

Thank you for your time.

Sincerely,  
Seth and Erin Schroeder

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## Melanie Farr

---

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

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---

Hello,

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

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

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

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

Thank you,  
Megan Snyder  
Owner, Debut Dance

## Melanie Farr

---

**From:** Stephanie Wilson <sewilson7@gmail.com>  
**Sent:** Thursday, October 20, 2022 4:21 PM  
**To:** Council  
**Subject:** [External] Owen Skelley field proposal

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To Whom It May Concern:

We are writing to express our support in renaming the Babe Ruth field to the Owen Skelley field in the upcoming improvements to Penn Meadows Park.

Owen Skelley was a beloved son, brother, friend, neighbor and classmate in this community. His passing has shed light on a large problem today's youth is facing - addressing mental health concerns. No child or family should need to suffer like Owen and the Skelleys have.

By renaming this field, the Owen Skelley Foundation will provide suicide awareness and spread their foundations mission while also hosting several youth events like baseball / softball tournaments (one of Owen's favorite things to do). Please consider renaming this field to the Owen Skelley field and help the community of North Liberty end the stigma and raise mental health awareness.

Respectfully,

Stephanie & Scott Wilson  
Residents of North Liberty

Sent from my iPhone

## Melanie Farr

---

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


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

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Dear City of North Liberty - City Council,

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

Sincerely and with support for Big O #14  forever,

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

## Melanie Farr

---

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

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North Liberty City Council,

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

Thanks,

**Troy Bergmann**

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

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



@BoltCounseling

## Melanie Farr

---

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

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To Whom it May Concern,

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

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

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

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

Sincerely,  
Lydia Fine

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

--

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

## Melanie Farr

---

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

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---

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

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

Rev. Stephen L. Orr



## Melanie Farr

---

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

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---

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

Sincerely,  
Barb and Jon Kounkel

## Melanie Farr

---

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

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---

Council members,

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

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

Patricia Thomas

## Melanie Farr

---

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

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---

Hello,

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

Thank you,

--

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

## Melanie Farr

---

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

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---

Hello,

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

Thanks,  
Rae Ludens

Get [Outlook for iOS](#)

## Melanie Farr

---

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

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---

Hello,

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

Thanks,  
Rae Ludens

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## Melanie Farr

---

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

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---

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

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

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

Thank you,  
Bridgette Cochran

## Melanie Farr

---

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

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---

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

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

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

---

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

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---

Good Afternoon,

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

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

Thank you  
Carly Walrod



## Melanie Farr

---

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

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Dear North Liberty Council Members,

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

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

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

Sincerely,

Laura Leonard

Sent from my iPad

## Melanie Farr

---

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

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Dear North Liberty City Council,

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

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

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

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

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

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

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

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

## Melanie Farr

---

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

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North Liberty City Council,

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

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

Denise Brotherton  
North Liberty

## Melanie Farr

---

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

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---

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

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

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

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

## Melanie Farr

---

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

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Reid Manternach, Solon Iowa

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

Thank you,  
Reid Manternach  
319-310-5837

## Melanie Farr

---

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

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Dear Council members,

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

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

Thank you for considering this proposal to honor Owen Skelley.

Paula and Ron Weigel

## Melanie Farr

---

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

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---

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

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

Sally Holmberg  
5020 Cleburne Court  
Pleasant Hill, IA 50327



## Melanie Farr

---

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

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

Thank you for your consideration.

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

## Melanie Farr

---

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

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---

Dear Mayor and Council Members,

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

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

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

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

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

Thank you.

Randy Stefani

## Melanie Farr

---

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

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---

Dear Mayor and Council Members,

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

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

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

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

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

Thank you.

Randy Stefani

## Melanie Farr

---

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

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North Liberty Council Members,

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

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

Respectfully,

Amy Adam, 19 year North Liberty resident

## Melanie Farr

---

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

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Dear Council Members:

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

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

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

Thank you for your consideration.  
Heather May

## Melanie Farr

---

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

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

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

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

YES to Owen Skelley Field.

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

## Melanie Farr

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

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

-Boyd Skelley

## Melanie Farr

---

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

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

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



## Melanie Farr

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

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

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

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

With Appreciation and Anticipation,

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

Sent from my iPhone

## Melanie Farr

---

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

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

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

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

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

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

Thank you for your deepest consideration.

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

## Melanie Farr

---

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

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Dear Honorable Mayor and City Council:

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

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

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

Thank you for your time.

Sincerely,



**Team 218 Web Services**

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



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## Melanie Farr

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

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Hello City Council Members:

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

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

Thank you for your time.

Sincerely,

Marie Stefani

## Melanie Farr

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

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

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

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

Thank you,  
Brad and Alyssa Schramm

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## Melanie Farr

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

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Dear North Liberty Council Members,

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

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

Sincerely,

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

Lisa Bluder, Head Coach, Iowa Women's Basketball

Jenni Fitzgerald, Assistant Coach, Iowa Women's Basketball

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



## Melanie Farr

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

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October 19, 2022

TO: City Council – North Liberty

Greetings Council Members,

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

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

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





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

Director, Nursing Services – Ambulatory Nursing

University of Iowa Health Care

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

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

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



## Melanie Farr

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

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Dear City Council,

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

Thank you for considering this proposal.

Sincerely,

**Tara Martin**

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



## Melanie Farr

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

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Dear Mayor Hoffman and the North Liberty City Council:

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

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

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

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

**Steven A. Stefani**

**General Manager**

**Phone: 319.364.0233**

[steves@acmegraphicsinc.com](mailto:steves@acmegraphicsinc.com)

[www.RegalLine.com](http://www.RegalLine.com)

**From:** [Malinda Lamb](#)  
**To:** [Council](#)  
**Subject:** [External] Letter in Support of Renaming the Penn Meadows Babe Ruth Field  
**Date:** Sunday, October 30, 2022 4:15:25 PM

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Dear City of North Liberty,

We are writing to you in support of renaming the current Penn Meadows Babe Ruth field to the Owen Skelley Field. We believe this is an amazing opportunity for the community to honor the memory of a young athlete, but more importantly incorporate the important message of mental health. Renaming the field after a local and well known youth, who unfortunately did not win his battle with mental health, puts the needs to reduce stigma and incorporate this topic into everyday discussions in the forefront. The Big O Foundation also hopes to continue to raise awareness through hosting baseball and softball tournaments that spread the message about mental health while also encouraging physical activity for youth in our community. Renaming the field provides that visual and connection to an issue that plagues many youth and adults in our community by normalizing it into activities that many enjoy playing. When addressing mental health becomes something that is more accepted, our community will see less tragic events such as the suicide of Owen. This is a chance to utilize an extremely difficult and devastating event to raise awareness and make mental health an ongoing point of discussion, while honoring a young local athlete in our community.

Sincerely,

Malinda Lamb and Kevin McCreedy

**From:** [Heather Woody](#)  
**To:** [Council](#)  
**Subject:** [External] Letter of support for the Owen Skelley Field  
**Date:** Thursday, October 20, 2022 8:26:31 AM

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Dear City of North Liberty - City Council,

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

Sincerely and with support for Big O #14 forever,  
**Heather L. Woody, MCC, Heather Woody Unlimited, Inc.**  
**Professional Coaching, Consulting & Speaking**  
[www.heatherwoody.com](http://www.heatherwoody.com)  
**319-404-4984**  
**Positivity/Maximizer/Achiever/Strategic/Activator**

**From:** [Lydia Fine](#)  
**To:** [Council](#)  
**Subject:** [External] Letter of Support: Penn Meadows ball field renaming  
**Date:** Thursday, October 20, 2022 11:49:36 AM

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To Whom it May Concern,

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

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

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

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

Sincerely,  
Lydia Fine

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

--

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

**From:** [Kathryn Kahn](#)  
**To:** [Council](#)  
**Subject:** [External] Owen Skelley Baseball Field  
**Date:** Saturday, October 29, 2022 5:36:30 PM

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Dear North Liberty City Council Members,

I wanted to take a moment to express my non-verbal passion towards a topic of interest that you, The NL City Council Members, can directly assist in and to which I feel could positively impact our community for generations to come.

Please consider changing the name of the Babe Ruth Field to **"Owen Skelley Baseball Field"**. Youth sports should always be about learning the game, teaching tiny athletes how to be a good teammate, how to deal with wins and losses and to have fun while doing it. Owen Skelley represents all of those things and so much more but on top of all of that, he simply loves the game of baseball. Whether people want to admit it or not, mental health is a part of our world, our state, our community, our families and that field. Coaches, umpires, athletes, supportive fans and even people walking or driving by are affected by mental health either directly or indirectly and I strongly feel that there is no better way to honor such a wonderful young man's legacy and his family's name than by keeping him in the game. The potential awareness this field name change could bring for those suffering with mental health issues and the suicide prevention hotline will be substantial. So let's do it...Let's help others that are silently struggling by acknowledging that they are not alone, Owen Skelley is with them on and off the baseball field, while remaining in our community's heart indefinitely.

In closing, I never speak as though Owen isn't here with us because he still is, he remains all around us and within us but with your help, he can still be surrounded by the sport and fans he so very much loves.

By simply renaming this field the **"Owen Skelley Field"** you can ultimately ensure this will be Owen's forever home plate.

*Thank you so much,  
Kathryn Kahn*





**From:** [Jake Binggeli](#)  
**To:** [Council](#)  
**Cc:** [jjskelley@hotmail.com](mailto:jjskelley@hotmail.com)  
**Subject:** [External] Owen Skelley Field  
**Date:** Friday, October 28, 2022 10:31:30 AM

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To the North Liberty City Council,

I am writing in hopes of supporting The Big O Foundation and the Skelley family in their proposal to rename the Babe Ruth baseball field at Penn Meadows Park to Owen Skelley Field.

I had the privilege to coach Owen in baseball for two years at Liberty High School, as well as coach his older brother Boyd, and work with his younger sister Stella, at Garner Elementary.

My world, like many around this community, was flipped upside down on March 3rd of last year, when I found out that Owen chose to end his life. I watched this community mourn this awful tragedy, while simultaneously picking each other up, and growing stronger through our shared pain.

Like many people, before Owen's death, treated suicide as a taboo subject and was afraid to talk about mental health. Through the loss of Owen, and thanks to the help of his family and the Big O Foundation, the people of this community and surrounding areas are starting to understand the importance of mental health and checking in on the people around you.

I know through renaming of this field, and the events associated with it, the City of North Liberty and the Big O Foundation would continue to shine light on mental health awareness in the North Liberty Community.

Thank you for your time,  
Jake Binggeli

--



**From:** [Harriet Labertew](#)  
**To:** [Council](#)  
**Subject:** [External] Owen Skelley Field  
**Date:** Thursday, October 20, 2022 7:47:21 PM

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I would like to request and encourage you to rename the Penn Meadows Babe Ruth field to the Owen Skelley Field. Owen suffered mental health issues and loved life, his family, classmates and community. He was North Liberty's favorite son. It would be a powerful way to convey the healing message of mental health to rename the current field to the Owen Skelley Field and make North Liberty a MUST Stop to Iowa visitors. There is not another Baseball Field in Iowa dedicated to the message of mental illness. Thank you for considering renaming the field. With appreciation, Harriet Labertew, 3227 68th St., Urbandale, Iowa 50322

**From:** [Diane Fickel](#)  
**To:** [Council](#)  
**Cc:** [Joe and Jenny Skelley](#)  
**Subject:** [External] Owen Skelley Field  
**Date:** Thursday, October 20, 2022 6:49:28 PM

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I am writing this evening to support the proposal from the Big O Foundation to name a field in Penn Meadows after the beloved Owen Skelley.

I have been an educator in the Iowa City School District for 30 years at West High School. Because of my experience working with youth, I know that Mental Health Awareness needs to be constant, intentional and represented in a way that will impact our youth in a positive way.

In addition, my daughter opened and has grown Debut Dance in North Liberty. Thanks to the community her business is thriving and continues to provide a positive environment for young dancers.

As part of the North Liberty business community, a career educator, grandma, mother and supporter of the Skelley family, please approve the Big O Foundation's proposal. This field will enhance the community's bond and love for Owen and provide a constant reminder about the serious nature of mental health.

Thank you.

Diane Fickel

**From:** [Danielle Kopecky](#)  
**To:** [Council](#)  
**Subject:** [External] Owen Skelley Field  
**Date:** Thursday, October 20, 2022 11:29:06 AM

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---

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

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

Sent from my U.S.Cellular© Smartphone  
Get [Outlook for Android](#)

**From:** [Katie McKinnon](#)  
**To:** [Council](#)  
**Subject:** [External] Owen Skelley Field Consideration  
**Date:** Sunday, October 30, 2022 8:27:22 PM

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To whom it may concern,

I'd like to write a note in consideration for renaming the Penn Meadows field to the Owen Skelley Field. While I never got to meet Owen in person, his life and legacy have supported my family in ways no one else could. I lost my husband to suicide in July of this year and needed to move my family back to the corridor area. Owen's family was one of the first groups of people we interacted with in the community. They didn't know my story but knew we needed help and dropped everything to be there for strangers. I grew to know the family and have found support and resource through them for myself and my four children. With this support my children and I have been working towards healing and becoming active members in the community once more. I'm not sure where my family would be without the love and support of the Skelley family. I was inspired by their strength and volunteered to sell t-shirts for the Big O Foundation at a Liberty game this fall. I had many people come and ask me about the t-shirts and I was able to give information about mental health. I not only shared about Owen but I continued my own healing in being apart of the solution for awareness.

The Big O Foundation in honor of Owen has created a platform for children, teenagers, and families facing mental health challenges that fills a void in this community no one else is serving. In honoring Owen in the naming of the field, we can continue to share in the wonderful light that is Owen that lives on in so many. We can continue to share the story of our own loved ones impacted by mental illness and advance our community. I respectfully hope there is strong consideration for the naming. Owen's legacy deserves to live on and bring awareness for all of us to choose to stay.

Sincerely,  
Katie McKinnon

Sent from my iPhone

**From:** [Rettig, Denise L](#)  
**To:** [Council](#)  
**Subject:** [External] Owen Skelley Field  
**Date:** Tuesday, November 1, 2022 1:48:15 PM

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I apologize for this late email. I believe there was a deadline for comment or requests and I likely failed to meet the deadline. I do want to send a note to ask that the council consider naming one of the fields at Penn Meadows the Owen Skelley Field. Although we all think we live in a bubble and aren't effected by the world today, the death of Owen and the way he passed really hit our community and our young people hard. The work the Big O Foundation is doing to increase awareness for Mental Health and Illness is vitally needed. I believe the continued focus and awareness to the issue will be brought out by seeing the field every day....seeing Owen's name and realizing the support that is out there for both adults and our youth. I also think this shows the community appreciation to the family for sharing their tragedy and using this to change the community.

Thank you for your consideration.

Denise Rettig

**From:** [Rachel Tandy](#)  
**To:** [Council](#)  
**Cc:** [Tyler Linderbaum](#)  
**Subject:** [External] Owen Skelly Field  
**Date:** Sunday, October 30, 2022 7:21:26 PM

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To whom it may concern,

Tyler and I were recently made aware of the possibility of the renaming of Penn Meadows Babe Ruth Field to "Owen Skelly Field." We believe this is a great opportunity for the city of North Liberty to utilize the field and spread mental health awareness in our community. Although we personally never got to meet Owen, Tyler could not be more honored to represent The Big O Foundation this year for My cause my cleats to raise awareness of the mental health crisis in our society. This would be a great opportunity for the Big O Foundation to host more events which include both baseball and softball tournaments of all ages with Owen at the heart of each tournament. By focusing on mental health in these tournaments for youth, it will create a place where the players, their families and the community can come together and spread the message, promote physical activity and have a prominent visual reminder of who Owen is and why it is so crucial to talk about mental health. We hope you please consider this decision for the betterment of the community.

Best,

Rachel Tandy and Tyler Linderbaum

**From:** [Forte Debut Dance](#)  
**To:** [Council](#)  
**Subject:** [External] Penn Meadows Babe Ruth "Owen Skelley Field"  
**Date:** Monday, October 24, 2022 10:17:35 AM

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To : North Liberty Iowa Council

As an engaged member of the North Liberty community, I am writing to your council to express my support to rename the Babe Ruth field to the "Owen Skelley Field" and partner with the Big O Foundation.

The Big O Foundation is breaking down the misconception of suicide, and spreading awareness that **IS SAVING LIVES** in our community. While I cannot fathom the pain the Skelley family is going through, I am completely inspired by their willingness to share their story and advocate for mental health so that this doesn't happen to another undeserving family.

North Liberty has an opportunity to launch this foundation and create a center where youth, their families, and the community can come together to spread the Big O Foundation message.

On behalf of myself, and Debut Dance in North Liberty, we support this renaming of the Babe Ruth field and partnership with the Big O Foundation.

Thank you,  
Kathleen

--

**Kathleen Fallon**  
*Forte Director*



**From:** [Erin Schroeder](#)  
**To:** [Council](#)  
**Cc:** [Seth Schroeder](#)  
**Subject:** [External] Penn Meadows-Owen Skelley Field  
**Date:** Thursday, October 20, 2022 6:07:54 PM

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Dear North Liberty City Council Members,

I appreciate the opportunity to share this letter with you. I am writing to show support for the Big O Foundation to partner with the City of North Liberty in renaming Penn Meadows, the "Owen Skelley Field".

The Skelley family and The Big O Foundation have bravely turned a horrific and devastating tragedy into an enormous positive ripple effect for our whole community. Owen Skelley was a kind human, a generous friend, and a fierce baseball competitor. That is how he will be remembered. Owen focused on getting better and helping his team get better everyday. Owen and his baseball team considered Penn Meadows their home turf. The memories that surround the field, the dugouts, and even the concession stands are full of Owen and his big personality.

Owen and his team worked hard, cheered hard and represented North Liberty in a way that we can be proud of. Renaming Penn Meadows the "Owen Skelley Field" allows our community to focus on the positive ripple effect that Owen started. The community needs Owen's positive presence to remain. The honor that this would give Owen and his family is profound, but the honor it would give our entire community would be immeasurable.

Thank you for your time.

Sincerely,  
Seth and Erin Schroeder

--



**From:** [Sheldon Schroeder](#)  
**To:** [Council](#)  
**Subject:** [External] Rename of Penn Meadows to Owen Skelley Field  
**Date:** Thursday, October 20, 2022 6:48:04 PM

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---

Dear North Liberty City Council,

We are writing to show support for the Big O Foundation in partnering with the City of North Liberty to rename Penn Meadows, the “Owen Skelley Field”.

The Skelley family and The Big O Foundation have bravely turned a horrific and devastating tragedy into an enormous positive ripple effect for our whole community. Owen Skelley was a kind human, a generous friend, and a fierce baseball competitor. That is how he will be remembered. Owen focused on getting better and helping his team get better everyday. Owen and his baseball team considered Penn Meadows their home turf. The memories that surround the field, the dugouts, and even the concession stands are full of Owen and his big personality.

Owen and his baseball team worked hard, cheered hard, and represented North Liberty in a way that we can be proud of. Renaming Penn Meadows the “Owen Skelley Field” allows our community to focus on the positive ripple effect that Owen started. The community needs Owen’s positive presence to remain. The honor that this would give Owen and his family is profound, but the honor it would give our entire community would be immeasurable.

Thank you for your consideration of this!

Sincerely,  
Sheldon and Rebecca Schroeder

Sent from my iPhone

**From:** [Stella Skelley](#)  
**To:** [Council](#)  
**Subject:** [External] Renaming of Babe Ruth Field  
**Date:** Thursday, October 20, 2022 7:18:37 AM

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

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

**From:** [charapat68](#)  
**To:** [Council](#)  
**Subject:** [External] Renaming of Babe Ruth Field  
**Date:** Sunday, October 30, 2022 1:18:19 PM

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Dear North Liberty Council Members,

I am writing this letter in support of renaming the Babe Ruth Field to Owen Skelley Field.

Owen Skelley's immense ability and great potential on the baseball field was evident at a young age. He was popular with teammates as well as coaches and teachers for his infectious grin and always putting others before himself.

The untimely and unexpected passing of Owen continues to be felt throughout our community. His presence is grievously missed and Joe and Jennifer Skelley have used this tragedy to raise awareness of mental health issues and suicide prevention, selflessly hoping that no other family will have to experience what their own has had to go through.

By renaming the field after Owen, it can be assured that for years to come, when young players from North Liberty and surrounding communities come here to play ball, they will ask their parents and coaches "Who is Owen Skelley?" they will be told not only about a young man who loved baseball, but conversations about these important topics will stay in the forefront.

Thank you for your consideration.

Chrissy Swartzendruber  
North Liberty



**From:** [Gary Widel](#)  
**To:** [Council: Gary Widel](#)  
**Subject:** [External] Renaming of Baseball Field  
**Date:** Thursday, October 20, 2022 7:35:36 PM

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Dear Council Members,

We are writing this note in support of the Owen Skelley family, and the renaming of the North Liberty Baseball Field.

The Skelley family has been part of our lives for over 20 years. The sudden loss of their son, Owen, to mental illness was not only a tremendous loss and shock to them, but also to their friends and the community as a whole. As the family grieved for the loss of Owen, the support they received from their local area, and other communities was overwhelming.

Owen is not the first person of this age group to take his life because of mental illness. As the Skelley family and their friends were trying to reconcile how this could have happened, it became clear that something needed to be done to prevent another family from losing a loved one so young. Thus, the Big O Foundation was formed. In a few short months, the foundation has had a tremendous impact in our community and other areas as well. Let's be clear, mental illness has not always been front and center in our conversations. Most people either try to hide it, or are just embarrassed to talk about it for some reason. Through this foundation, the Skelley family has done an incredible job of sharing their story, and how the sudden loss of Owen has impacted their lives. It is important to point out here, Joe and Jenny Skelley are not ones to seek out the spotlight. They are speaking out only to let others know, not to be afraid, it is okay to ask for help! They only want to avoid another family going through what their family has endured.

This all being said, we would like to see the baseball field renamed in some manner, not just for Owen and his love of the sport, but also for the other young lives that have been lost because of mental illness. Upon the renaming of the field, a plaque may also be placed with Owen Skelley's name on it, along with the names of other young lives lost to mental illness, and a number to call for help. This will

definitely tell a story to young and old alike as they visit the field over the years. It will hopefully make visitors ask the question, how, and what would cause someone so young to take their life.

In closing, this is not just about the renaming of the baseball field, it is about mental illness awareness for our youth, and that they know there is help and support for them!

Sincerely,  
Gary Widel  
Paul Juhl



**From:** [Michele Schnicker](#)  
**To:** [Council](#)  
**Subject:** [External] Renovations to Penn Meadows Request for renaming ball field to "Owen Skelley Field"  
**Date:** Monday, October 31, 2022 8:45:28 AM

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Hello,

My name is Michele Schnicker, I moved to Johnson county this spring after spending a lot of time in this area over the years. I am truly loving all the recreation facilities and trails. I am grateful and excited for the renovations taking place at Penn Meadows!

The Big O Foundation is asking for consideration to rename the Penn Meadows Babe Ruth field. I would be very moved if you would please consider renaming the field "Owen Skelley Field" Knowing this wonderful family for over 30 years and attending Church with them when living in the Burlington community they are very true to their word. I so admire in the midst of their grief all they are doing to bring awareness to mental/brain health. Having had a family member die by suicide I can relate. This field being renamed would bring so much awareness to a major crisis in our community and country! I pray you will give it much thought and consideration as to how this could impact awareness on mental/brain health.

I have been facilitating classes on grief (GriefShare.org) for the last 7 years and I have witnessed and become aware of the need to bring more attention to mental/brain health. We hold so much stigma on death, suicide, and mental/brain health, this "Owen Skelley Field" could be a huge outlet for many while bringing awareness!

I thank you for your consideration!

Blessings,

Michele Schnicker

[mlschnicker@gmail.com](mailto:mlschnicker@gmail.com)

Cell 319-759-5583

[griefshare.org](http://griefshare.org)

**From:** [D Pinter](#)  
**To:** [Council](#)  
**Subject:** [External] Support for Owen Skelley Field  
**Date:** Friday, October 28, 2022 9:54:47 AM

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Council,

I'm expressing my support for the renaming of the Babe Ruth Field to the Owen Skelley Field.

Mental health, especially in our youth, is in crisis. Our Surgeon General has formally recognized this in his Advisory on Youth Mental Health and asked communities across the country to step up to the plate and take action.

This is an opportunity for North Liberty to do just that. Renaming the field to the Owen Skelley Field will bring into focus the importance mental health has in the North Liberty community and to those who visit by providing a visible remembrance and open up the conversation to mental health by helping to remove stigma and shame currently surrounding the discussion.

Please take this step and help influence healthy discussions about mental health.

Respectfully,  
Sheila Pinter  
Owner, 1975 Scales Bend Road

Sent from my iPhone

**From:** [Diane Stefani](#)  
**To:** [Council](#)  
**Subject:** [External] Support for renaming of Penn Meadows field  
**Date:** Saturday, October 29, 2022 9:00:31 AM

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We understand that the city of North Liberty is investing in the future of youth activities by renovating Penn Meadows. During your planning process, we urge you to strongly consider renaming the Babe Ruth field to “Owen Skelley Field” to spread awareness of mental health. The city of North Liberty would be doing a great service to our youth by helping eliminate the stigma of mental health. A partnership with the Owen Skelley Foundation could make the city be a shining example of how to raise awareness in a safe and healthy environment. And a perfect way to honor the life of an athletic young North Liberty student who had a great love for the sport of baseball. Thanks for your consideration and making a difference in the lives of our children.

Diane and Rick Stefani

**From:** [Colby Miller](#)  
**To:** [Council](#)  
**Subject:** [External] Support for the Big O Foundation  
**Date:** Tuesday, November 1, 2022 9:52:15 AM

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Good morning,

I am writing to express my support for the Skelley family and the Big O Foundation in renaming the Penn Meadows Field the "Owen Skelley Field". Their mission of raising awareness on mental health, promoting physical activity and involvement in healthy outlets for youth, is an important one. I have worked with teens for my entire career and believe that the more we talk about mental health, promote positive outlets for kids, the less likely we are to encounter tragic events like the one we experienced last spring. The naming of the field would be a way to remind our community about the importance of mental health and also the impact we can have on our kids. Owen's spirit was a positive one and if you ever had the chance to meet him, you would have never forgotten him. He was a great young man. Thank you for your consideration.

Thank you,

--

Colby Miller  
Principal  
North Central Junior High  
319-688-1210  
Twitter: @NCJHLightning





# Iowa City Liberty High School

## Making a Difference

1400 South Dubuque St • North Liberty, IA 52317 • (319) 688-1350 • [www.iowacityschools.org/LibertyHS](http://www.iowacityschools.org/LibertyHS)

October 28, 2022

Justin Colbert  
Principal

Emily O'Donnell  
Assistant Principal

Tunisia May  
Assistant Principal

Keaton Rickels  
Assistant Principal

Mike Morrison  
Athletic Director

Dear North Liberty City Council,

The purpose of this letter is to ask that you consider renaming the Babe Ruth Field to the Owen Skelley Field. Owen was my student here at Liberty. He was an outstanding kid that was selfless, caring, athletic and fun to be around. Unfortunately, his internal battles and struggles were something that he kept in, until sadly, he lost his life.

As a school counselor, I see mental health issues on the rise. I work with students that have battles and struggles that no kid should endure. For some, it is easier to speak about what they have going on. For so many, however, the internal struggle to speak out about this is REAL.

Changing the name of this baseball field to the Owen Skelley baseball field, will encourage so many community members to start seeking support. It will normalize talking about mental health and help to remove the stigma attached to struggling with mental health. It will allow the Big O Foundation to make a difference.

Let's keep the conversation going and be there for others that need our help!

Sincerely,

Mayra Hoskyn

School Counselor

**LIBERTY HIGH SCHOOL**

Justin Colbert           Principal  
Tunisia May           Assistant Principal  
Emily O'Donnell       Assistant Principal  
Keaton Rickles       Assistant Principal  
Mike Morrison        Athletic Director

---



October 19, 2022

City of North Liberty,

Please accept this letter of support for naming of a baseball field at Penn Meadows Park, "Owen Skelley Field". According to the U.S. Surgeon General Dr. Vivek Murthy "Even before the COVID-19 pandemic, mental health challenges were the leading cause of disability and poor life outcomes in young people. In recent years, national surveys of youth have shown major increases in certain mental health symptoms, including depressive symptoms and suicidal ideation." From 2009 to 2019, the proportion of high school students reporting persistent feelings of sadness or hopelessness increased by 40%." Since this time, we have experienced a Global Pandemic with wide reaching impacts on our students (U.S. Surgeon General's Report 12/07/2021)

This is why organizations like the Big O Foundation who provide mental health awareness and resources are vital to the health of not only our community, but the numerous communities that would visit and play on a field named after Owen. While schools such as Liberty High School have increased mental health supports in schools, we rely heavily on outside organizations to spread the word of resources available as well as reducing the stigma associated with mental health.

Thank you for taking this into consideration, and should you have further questions regarding this request, please feel free to contact me at Liberty High School at 319-688-1354.

Sincerely,



Troy Bergmann, M.Ed.  
School Counselor



## Liberty Football

☎ 319-333-8933

✉ coach.jamesdharris@gmail.com

📍 1400 S. Dubuque St., North Liberty, IA

**Dear North Liberty City Council,**

I am pleased to be writing a letter of support for The Big O Foundation's proposal to have the Penn Meadows Babe Ruth field renamed in honor of Owen Skelley.

Owen Skelley was a great, young man whom I had the privilege of coaching. A life cut short, due to a silent epidemic plaguing our youth. Mental health awareness is something I feel strongly about, in hopes we can end the stigma associated with this illness and prevent the loss of other young lives.

As an organization whose mission is to bring awareness to mental health, the opportunity to partner with the City on this project will help The Big O Foundation reach masses of youth in our community and state as teams play on the field that will display and bring attention to mental health resources.

Let North Liberty and the Penn Meadows Park be a place where youth, their families, and the community can come together, spreading the message of mental health awareness, promoting physical activity, and honoring a young man whose legacy will be the positive impact he brought in erasing the stigma of mental health illnesses.

Sincerely,

A handwritten signature in black ink, appearing to read 'James Harris', with a large, sweeping flourish at the end.

**James Harris**  
**Head Coach - Liberty Football**





# **FY 24 Budget**





To **North Liberty Mayor & City Council**  
 CC **North Liberty Department Heads**  
 From **Ryan Heiar, City Administrator**  
 Date **March 24, 2023**  
 Re **FY24 Budget – Impacts of Property Tax Rollback Legislation**

---

On February 20, Governor Reynolds signed legislation that retroactively recalculated the residential property valuation rollback for FY24. In addition to immediately reducing the residential rollback from 56.49% to 54.65% - a 1.8% reduction - the law required county auditors to adjust and resubmit property valuation to the Department of Management. On March 2, Johnson County submitted the updated figures to the state.

As a result of the residential rollback correction, North Liberty’s General Fund taxable value went from \$1.11 billion to \$1.084 billion, a \$27 million decline. Further, the City’s Debt Service value, slid from \$1.286 billion to \$1.248 billion, a \$38 million decrease. This loss in value results in a reduction of \$325,000 in total revenue for FY24.

Figure 1, below, provides a snapshot of how the law impacts the City’s FY24 budget.

**Fig. 1**

	<b>Pre-Legislation</b>	<b>Post Legislation</b>	<b>Difference</b>
General Valuation	\$ 1,111,434,679	\$ 1,084,298,904	\$ (27,135,775)
<b>Tax Dollars Collected</b>			
\$8.10 Levy	\$ 9,002,621	\$ 8,782,821	\$ (219,800)
Trust & Agency Levy	\$ 2,339,359	\$ 2,282,243	\$ (57,116)
			\$ (276,915)
Debt Service Valuation	\$ 1,285,857,282	\$ 1,247,838,683	\$ (38,018,599)
Debt Levy	\$ 1,432,175	\$ 1,389,830	\$ (42,345)
Township Fire Contribution	\$ 208,536	\$ 202,265	\$ (6,271)
<b>Total Revenue Loss</b>			\$ (325,531)

After evaluating the updated valuations, our team is recommending the following adjustment to the FY24 budget:

- Reduce General Fund Expenditures by \$105,000
- Increase the Trust and Agency Levy by \$0.10, generating \$108,000
- Increase the Debt Service levy by \$0.03, generating \$42,000
- Use cash on hand (reserves) in the amount of \$91,000 (approximately \$70,000 more than initially proposed).

A more detailed review of the General Fund expenditure reductions is displayed in figure 2.

**Fig. 2**

**FY24 Rollback Legislation General Fund Budget Cuts**

Police	\$ 7,500	Operations - reduced various line items within operations budget
Fire	\$ 10,000	Capital (Lucas Device)
Animal Control	\$ 30,000	Delay start of Animal Control Officer
Library	\$ 4,000	Operations - reduced various line items within operations budget
Parks	\$ 10,000	Delay start of Laborer
Recreation	\$ 35,000	Reduce equipment transfer
Communication	\$ 3,500	Operations - reduced various line items within operations budget
Administration	\$ 5,000	Operations - reduced various line items within operations budget
<b>TOTAL</b>	<b>\$ 105,000</b>	

The proposed tax levy increase is identified in detail in Figure 3.

**Fig. 3**

Pre-Legislation			Post Legislation		
	FY23	FY24		FY23	FY24
General Fund	\$ 8.10	\$ 8.10	General Fund	\$ 8.10	\$ 8.10
Special Reserves	\$ 2.00	\$ 2.10	Special Reserves	\$ 2.00	\$ 2.20
Debt Service	\$ 1.22	\$ 1.11	Debt Service	\$ 1.22	\$ 1.15
	<b>\$ 11.32</b>	<b>\$ 11.32</b>		<b>\$ 11.32</b>	<b>\$ 11.45</b>

With these proposed increases, below is an analysis of how residential and commercial property taxes will be impacted. Please note, while the levy rate increases, because the the rollback drops, so do property tax bills.

**Fig. 4**

Pre-Legislation					Post Legislation				
<b>Residential Property Tax Projections &amp; Comparisons</b>					<b>Residential Property Tax Projections &amp; Comparisons</b>				
<b>Home Value</b>					<b>Home Value</b>				
<b>Median = \$232,000</b>	<b>FY22</b>	<b>FY23</b>	<b>FY24</b>	<b>Median = \$232,000</b>	<b>FY22</b>	<b>FY23</b>	<b>FY24</b>		
\$150,000	\$ 975	\$ 919	\$ 959	\$150,000	\$ 975	\$ 919	\$ 939		
Annual Adjustment		\$ (55.57)	\$ 39.60	Annual Adjustment		\$ (55.57)	\$ 19.31		
\$250,000	\$ 1,625	\$ 1,532	\$ 1,598	\$250,000	\$ 1,625	\$ 1,532	\$ 1,565		
Annual Adjustment		\$ (92.61)	\$ 66.00	Annual Adjustment		\$ (92.61)	\$ 32.18		
\$400,000	\$ 2,600	\$ 2,452	\$ 2,557	\$400,000	\$ 2,600	\$ 2,452	\$ 2,503		
Annual Adjustment		\$ (148.18)	\$ 105.60	Annual Adjustment		\$ (148.18)	\$ 51.49		
Rollback	56.41%	54.13%	56.49%	Rollback	56.41%	54.13%	54.65%		
<b>Commercial Property Tax Projections &amp; Comparisons</b>					<b>Commercial Property Tax Projections &amp; Comparisons</b>				
<b>Building Value</b>					<b>Building Value</b>				
<b>FY22</b>	<b>FY23</b>	<b>FY24</b>		<b>FY22</b>	<b>FY23</b>	<b>FY24</b>			
\$500,000	\$ 5,185	\$ 5,096	\$ 4,524	\$500,000	\$ 5,185	\$ 5,096	\$ 4,546		
Annual Adjustment		\$ (89.63)	\$ (571.57)	Annual Adjustment		\$ (89.63)	\$ (549.68)		
\$750,000	\$ 7,778	\$ 7,643	\$ 7,070	\$750,000	\$ 7,778	\$ 7,643	\$ 7,122		
Annual Adjustment		\$ (134.45)	\$ (572.94)	Annual Adjustment		\$ (134.45)	\$ (520.92)		
\$1,500,000	\$ 15,556	\$ 15,287	\$ 14,710	\$1,500,000	\$ 15,556	\$ 15,287	\$ 14,852		
Annual Adjustment		\$ (268.90)	\$ (577.04)	Annual Adjustment		\$ (268.90)	\$ (434.64)		
Rollback (up to \$150,000)	90.00%	90.00%	56.49%	Rollback (up to \$150,000)	90.00%	90.00%	54.65%		
Rollback (over \$150,000)	90.00%	90.00%	90.00%	Rollback (over \$150,000)	90.00%	90.00%	90.00%		

Figure 5 illustrates the differences in the General Fund when comparing pre-legislation to post legislation revenues and expenditures. Instead of using \$21k in reserves to balance the FY24 budget, staff is recommending using \$90k to help offset the revenue loss.

Fig. 5

Pre-Legislation		Post Legislation	
	FY24		FY24
	Budget		Budget
<b>Revenues</b>		<b>Revenues</b>	
Property Taxes	\$ 11,781,020	Property Taxes	\$ 11,612,535
Licenses & Permits	\$ 878,480	Licenses & Permits	\$ 878,480
Use of Money	\$ 217,100	Use of Money	\$ 217,100
Intergovernmental	\$ 662,223	Intergovernmental	\$ 655,952
Charges for Services	\$ 3,104,100	Charges for Services	\$ 3,104,100
Miscellaneous	\$ 215,600	Miscellaneous	\$ 215,600
Utility Accounting & Collection	\$ 550,657	Utility Accounting & Collection	\$ 550,657
Road Use Tax Fund	\$ 11,295	Road Use Tax Fund	\$ 11,295
Commercial Property Tax Backfill	\$ 184,327	Commercial Property Tax Backfill	\$ 184,327
Business Property Tax Credit	\$ 149,974	Business Property Tax Credit	\$ 149,974
ARPA Transfer In	\$ 155,000	ARPA Transfer In	\$ 155,000
<b>Total General Fund Revenues</b>	<b>\$ 17,909,776</b>	<b>Total General Fund Revenues</b>	<b>\$ 17,735,020</b>
<b>Expenditures</b>		<b>Expenditures</b>	
Public Safety	\$ 5,971,133	Public Safety	\$ 5,923,633
Public Works	\$ 2,201,000	Public Works	\$ 2,201,000
Health & Social Services	\$ 155,000	Health & Social Services	\$ 155,000
Culture & Recreation	\$ 5,953,252	Culture & Recreation	\$ 5,904,252
Community & Economic Dev't	\$ 1,285,849	Community & Economic Dev't	\$ 1,282,349
General Government	\$ 2,364,757	General Government	\$ 2,359,757
<b>Total General Fund Expenditures</b>	<b>\$ 17,930,991</b>	<b>Total General Fund Expenditures</b>	<b>\$ 17,825,991</b>
Revenues - Expenditures =	\$ (21,215)	Revenues - Expenditures =	\$ (90,971)
Beginning Fund Balance	\$ 4,996,467	Beginning Fund Balance	\$ 4,996,467
Transfers Out*	\$ -	Transfers Out*	\$ -
<b>Ending Fund Balance</b>	<b>\$ 4,975,253</b>	<b>Ending Fund Balance</b>	<b>\$ 4,905,496</b>
% Reserved	27.78%	% Reserved	27.66%

While certainly significant, the actual revenue reduction created by this new legislation is, fortunately, less than originally anticipated. Regardless, the City's budget is already very lean, so finding additional cuts was not an easy task. With the leadership and experience

the City is so fortunate to have in its management team, staff is confident that the proposed FY24 budget will meet the demands of our growing City in the coming year.



# **North Side Community Park**

## RESOLUTION NO. 2023-24

### AUTHORIZING CONDEMNATION OF PORTIONS OF CERTAIN REAL PROPERTIES FOR THE NORTH SIDE COMMUNITY PARK PROJECT

**WHEREAS**, the City Council of North Liberty, Iowa, has authorized the negotiation for purchase of certain real estate for the North Side Community Park Project, and

**WHEREAS**, good-faith efforts to negotiate the acquisition of portions of the below identified properties have not been successful, and

**WHEREAS**, the City Council of North Liberty, Iowa, intends to acquire by condemnation proceedings the following portions of certain real properties or interests in real properties owned by the respective party for the North Side Community Park Project:

Owner: Meade Family Real Estate Limited Partnership

Description of Property:

A Part of the Northwest Quarter of Section 12, Township 80 North, Range 7 West of the 5th P.M., Johnson County, Iowa.

The portion of the above property which may be necessary to acquire by condemnation, is described as follows:

That part of the Northwest Quarter of Section 12, Township 80 North, Range 7 West of the 5th P.M., North Liberty, Johnson County, Iowa described as follows: Beginning at the southwest corner of Lot 107, Inter-City Industrial Park, Part Two (Final Plat recorded in Plat Book 32, Page 64 at the Johnson County Recorder's Office); thence North 89°51'43" East 1712.06 feet along the south line of said Inter-City Industrial Park, Part Two (assumed bearing for this description only) to a point of curvature; thence 182.34 feet along the arc of a 410.28 foot radius curve concave northwesterly (chord bearing North 77°07'46" Est 180.84 feet), said arc being along Lot 103 of

said Inter-City Industrial Park, Part Two; thence South 0°06'26" East 619.57 feet; thence South 89°51'43" West 2122.33 feet to a point of intersection with the west line of said Northwest Quarter; thence North 0°02'28" West 843.30 feet along said west line; Area: 40.64 acres.

The property to be condemned is shown on the attached plat marked Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF NORTH LIBERTY, IOWA,** that it hereby approves the use of condemnation to the above-described portions of property or interests in property, and authorizes City Attorney Grant Lientz and other representatives of the City to make application to the Chief Judge to commence condemnation proceedings in regard to each of the above-identified properties to acquire the above-stated portions of real estate or interests in real estate owned by the respective above-stated Owner.

**APPROVED AND ADOPTED** this 28th day of March, 2023.

**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





# **Solomons Entertainment District**

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

**DEVELOPER'S AGREEMENT  
SOLOMON'S ENTERTAINMENT DISTRICT, A RESUBDIVISION OF LOTS 19, 20, 21 AND  
OUTLOT 'E' OF SOLOMON'S LANDING PART ONE**

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

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

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

RESUBDIVISION OF LOTS 19, 20, 21 AND OUTLOT "E" OF SOLOMON'S LANDING-PART ONE TO NORTH LIBERTY, IOWA IN ACCORDANCE WITH THE PLAT THEREOF RECORDED IN PLAT BOOK 66 AT PAGE 88 OF THE RECORDS OF THE JOHNSON COUNTY RECORDER'S OFFICE, SAID RESULTANT TRACT CONTAINS 8.82 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

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

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

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

1. The final plat conforms to the preliminary plat;
2. The construction plans for any required public improvements have been submitted and approved;
3. The installation of required public improvements has been provided for by the terms of the Developer's Agreement for Solomon's Landing – Part One, as set forth in Book 6427, Page 860, in the records of the Johnson County Recorder; and
4. The Developer enters into and abides by this Agreement.

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

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

1. This Agreement has been fully executed by the Developer, filed with the City Clerk, and approved by the City Council;
2. All permits required by local, state, and federal law have been applied for and issued by the appropriate authority; and
3. Contingent upon the permitting requirements set forth in Paragraph 2 of this section being met, all necessary construction permits have been applied for and issued by the City.

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

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

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

B. Public Improvements Provided. The public improvements required by this subdivision are identical to those contemplated for Lots 19, 20, 21 and Outlot E of Solomon’s Landing – Part One subdivision. Criteria for the installation and acceptance of those public improvements are governed by the terms of a certain Developer’s Agreement for Solomon’s Landing – Part One, recorded September 23, 2022, in Book 6427, Page 860, in the office of the Recorder for Johnson County, Iowa (the “Solomon’s Landing Developer’s Agreement”). The requirements and obligations of the parties to the Solomon’s Landing – Part One Developer’s Agreement remain in full force and effect. No certificates of occupancy shall be issued for any lot in Solomon’s Entertainment District until the public improvements required by Solomon’s Landing – Part One are completed and accepted by the City.

C. Restrictions on Development. Further, the Developer agrees:

1. That development may proceed with the construction of improvements on Lots 1 and 2 of Solomon’s Entertainment District prior to the right-of-way for Saratoga Place and corresponding roadway and infrastructure improvements being constructed and dedicated to the City of North Liberty. Said development of the subdivision shall abide by size and unit restrictions as set forth below. Use restrictions are as provided by the Institute of Transportation Engineers:

Use	Maximum Size
Bowling Alley	36,000 square feet
Recreational Community Center	40,000 square feet
High Turnover Sit-down Restaurant	9,000 square feet
Coffee/Donut Shop with Drive-Through Window and No Indoor Seating	N/A

2. That the right-of-way for Saratoga Place be dedicated to the City of North Liberty, roadway and infrastructure improvements constructed thereon and the traffic signal at the Saratoga Place/West Penn Street intersection be installed by the Developer and accepted by the City prior to any development of Lot 3 of Solomon’s Entertainment District.

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

Furthermore, the obligations shall remain on the Developer until completion by the Developer and until acceptance by the City, as provided by law.

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

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

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

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

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

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

If the plat is a phase of a multi-phased preliminary plat, the City may refuse to approve final plats of subsequent phases if the Developer has breached this Agreement and the breach

has not been remedied. Development of subsequent phases will not be allowed to proceed until Developer's Agreements for such phases are approved by the City.

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

Developer acknowledges and agrees that the public improvements required to be installed under the Solomon's Landing Developer's Agreement include all of the public improvements which would otherwise be required for Solomon's Entertainment District, and that the provisions of Solomon's Landing Developer's Agreement concerning to the construction, inspection, and acceptance of public improvements are applicable to this plat. Developer waives any right to contest the application of the provisions concerning public improvements within the Solomon's Landing Developer's Agreement to the re-subdivided lots contemplated by this agreement.

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

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

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

**SECTION 9. RELEASE.**

The City agrees that when the public improvements, facilities and sidewalks required by Section 3 of this Agreement have been installed to the satisfaction of the City, it will promptly

issue appropriate releases of various lots of the subdivision for recording in the Johnson County Recorder's Office so that this Agreement, or applicable portions thereof, will no longer constitute a cloud on the title of the lots in said subdivision.

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

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

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

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

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

#### **SECTION 12. FEES.**

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

#### **SECTION 13. TIME OF PERFORMANCE.**

Developer shall install all required public improvements as provided for in the Solomon's Landing Developer's Agreement. In the event that the Developer fails to install the required public improvements within the above-referenced time, authorization to proceed with the development shall cease, and the Developer shall be required to seek reauthorization and approval of this development. Developer may, however, request an extension of time from

the City. If an extension is granted, it may be conditioned upon updating any security posted by the Developer or requiring the Developer to provide security to reflect cost increases and extended completion date.

**SECTION 14. MISCELLANEOUS.**

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

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

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

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

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

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

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

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



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

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

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

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

**SECTION 15. NOTICES.**

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

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

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

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

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

**SECTION 16. SUCCESSORS AND ASSIGNS.**

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

DATED this \_\_\_ day of \_\_\_\_\_, 2023.

CITY OF NORTH LIBERTY, IOWA

PRATT REAL ESTATE MANAGEMENT, INC.

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

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

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

STATE OF IOWA, JOHNSON COUNTY: ss

On this \_\_\_ day of \_\_\_\_\_, 2023, 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 \_\_\_\_\_, 2023; and that Chris Hoffman and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

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

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this 21<sup>st</sup> day of March, 2023, by Brandon Pratt as President of Pratt Real Estate Management, Inc., Developer.

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



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

{00479343}

**Resolution No. 2023-26**

**A RESOLUTION APPROVING THE DEVELOPER'S AGREEMENT FOR SOLOMON'S ENTERTAINMENT DISTRICT, A RESUBDIVISION OF LOTS 19, 20, 21 AND OUTLOT 'E' OF SOLOMON'S LANDING PART ONE, NORTH LIBERTY, IOWA**

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

**WHEREAS**, the terms and conditions for the development of Solomon's Entertainment District, a Resubdivision of Lots 19, 20, 21 and Outlot 'E' of Solomon's Landing Part One have been set forth in an Agreement between the City of North Liberty and Pratt Real Estate Management, Inc., and

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

**NOW, THEREFORE, BE IT RESOLVED** that that the Development Agreement between the City of North Liberty and Pratt Real Estate Management, Inc. is approved for Solomon's Entertainment District, a Resubdivision of Lots 19, 20, and 21 and Outlot 'E' of Solomon's Landing Part One, North Liberty, Iowa

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

**APPROVED AND ADOPTED** this 28th day of March, 2023.

**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



March 7, 2023

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

Re: Request of Pratt Real Estate Management, Inc. to approve a Preliminary Subdivision Plat for a 3 lot subdivision on approximately 8.82 acres. The property is located at the northwest corner of West Penn Street and North Jones Boulevard.

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its March 7, 2023 meeting. The Planning Commission took the following action:

**Findings:**

1. The preliminary plat, which proposes commercial development, would consistency with the Comprehensive Plan Future Land Map designation, which is Urban High Intensity; and
2. The preliminary plat, with conditions recommended by City staff, would achieve consistency with Section 180.11(3)(A) and 180.12 of the North Liberty Code of Ordinances, which sets forth the preliminary subdivision plat submittal requirements and design standards, respectively.

**Recommendation:**

The Planning Commission accepted the listed findings and forwards the request of Pratt Real Estate Management, Inc. to approve a Preliminary Subdivision Plat for a 3 lot subdivision on approximately 8.82 acres. approval subject to the following conditions:

1. That development may proceed on Lots 1 and 2 without the right-of-way for Saratoga Place and corresponding roadway and infrastructure improvements being constructed and dedicated to the City of North Liberty. Said development shall abide by size and unit restrictions as described as follows:

Use	Max Size
Bowling Alley	36 K SQ FT
Recreational Community Center	40 K SQ FT
High Turnover Site-Down Restaurant	9 K SQ FT
Coffee/Donut Shop with Drive-Through Window and No Indoor Seating*	N/A

\*One drive-through lane. Located within Recreational Community Center

The City reserves the right to require an additional traffic study if changes to the development are requested by the developer.

2. That the right-of-way for Saratoga Place be dedicated to the City of North Liberty, roadway and infrastructure improvements constructed thereon and the traffic signal at the Saratoga Place/West Penn Street intersection be installed by the Developer, and accepted by the City prior to development of Lot 3.

The vote for approval was 5-0.

Josey Bathke, Chairperson  
City of North Liberty Planning Commission



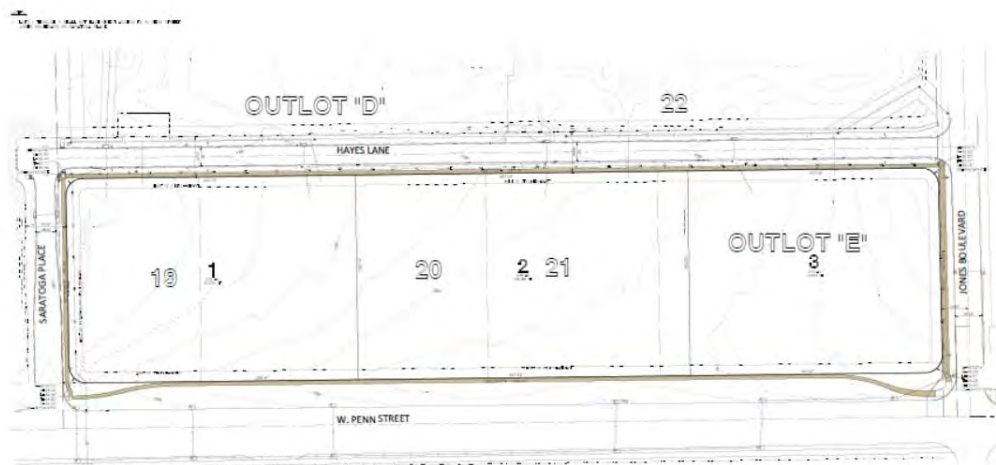
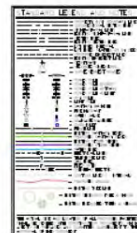
To **City of North Liberty Planning Commission**  
 From **Ryan Rusnak, AICP**  
 Date **March 3, 2023**  
 Re **Request of Pratt Real Estate Management, Inc. to approve a Preliminary Subdivision Plat for a 3 lot subdivision on approximately 8.82 acres. The property is located at the northwest corner of West Penn Street and North Jones Boulevard.**

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:**

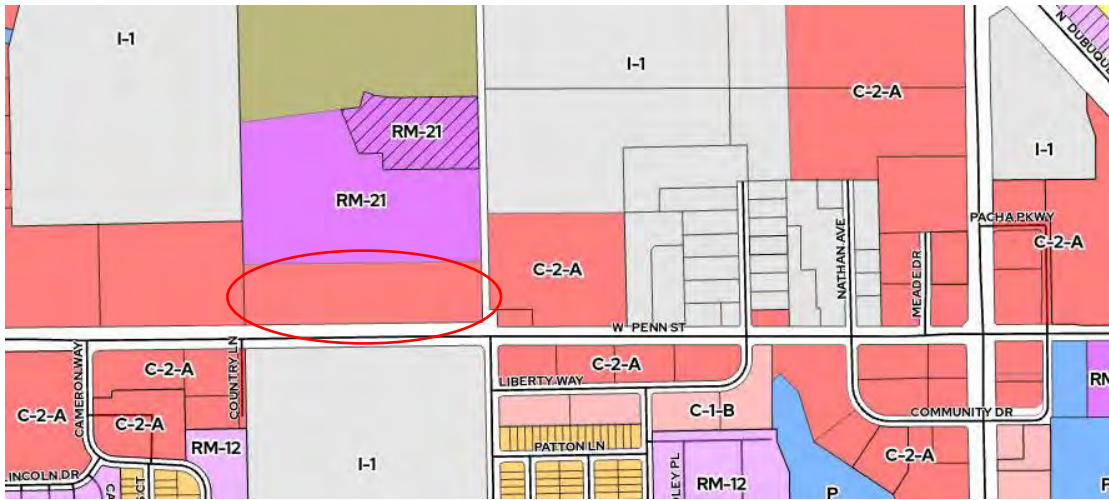
The Preliminary Plat proposes 3 lots and related infrastructure approximately 8.82 acres. This would be a re-subdivision of a portion of Solomon’s Land – Part One subdivision. The purpose of the request is to accommodate different lot sizes.





## 2. Current Zoning:

The property is currently zoned C-2-A Highway Commercial District.



## 3. Comprehensive Plan Future Land Use Map Designation: Urban High Intensity. (UHI)



### *UHI Description*

These areas have increased economic activity and a higher frequency of diverse and complementary uses. High-intensity areas include more urban services with a horizontal and vertical mix of high-density residential uses and community to regional commercial uses of compatible densities and scales. Residential Developments have more focus on non-residential buildings but still offer residential uses ranging from townhomes and apartments. Mixing residential with commercial uses on the same site is encouraged when feasible from a design and market capitalization standpoint.

### *Form and Features*

» Aggregate development density at 14+ units per acre at sites with direct access to major arterial and collector streets. Development should avoid the creation of isolated multi-family development.

» Edges of UHI residential developments transition to lower intensity uses or buffer from industrial/commercial uses through design, landscaping, and buffering.

#### *Non-Residential*

More prevalent and focus in the UHI district that can include larger offices, medical buildings, commercial, and larger institutional uses such as places of worship, community centers, and indoor recreation.

#### Form and Features

- » Buildings up to eight stories, mixed horizontally and vertically.
- » Good street access with multiple routes to highways and arterials, yet still including pedestrian accommodations. Trails and pathways integrated throughout developments to connect to parks, neighborhoods, and community destinations.
- » Heavy commercial uses allowed given they mitigate anticipated adverse impacts on adjacent land uses and are located on arterial streets or rail lines.

The proposed preliminary plat would achieve consistency with the Future Land Use Map.

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

The January 27, 2022 good neighbor meeting was held in conjunction with the rezoning request.

Approximately 15 people attended the meeting and had general questions about the proposed development. The applicant did not request a rezoning at the northeast corner of the property due to the concerns about compatibility and not having a potential end-user at that location. Also, one user of the City's multi-use trail networks expressed a concern over the number of vehicular access points to North Jones Boulevard.

#### **5. Approval Standards:**

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

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

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

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

**This has been provided on the Preliminary Plat.**

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

**This has been provided on the Preliminary Plat.**

(3) *Legal description and acreage;*

**This has been provided on the Preliminary Plat.**

(4) *Name and address of owner;*

**This has been provided on the Preliminary Plat.**

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

**This has been provided on the Preliminary Plat.**

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

**Staff is not requiring this information on the Preliminary Plat.**

(7) *North point and graphic scale;*

**This has been provided on the Preliminary Plat.**

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

**This has been provided on the Preliminary Plat.**

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

**This has been provided on the Preliminary Plat.**

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

**This has been provided on the Preliminary Plat.**

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

**This has been provided on the Preliminary Plat.**

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

**This has been provided on the Preliminary Plat.**

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

**This has been provided on the Preliminary Plat.**

(14) Grades of proposed streets and alleys;

**This has been provided on the Preliminary Plat.**

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

**This has been provided on the Preliminary Plat.**

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

**This has been provided on the Preliminary Plat.**

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

**This has been provided on the Preliminary Plat.**

(18) Stormwater management facilities when applicable;

**This has been provided on the Preliminary Plat.**

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

**This information has been provided.**

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

**None required.**

## **6. Additional Considerations:**

### Traffic Study.

The traffic study recommends that the intersection of West Penn Street and Country Lane/Saratoga Place. The recommended location is due to the spacing of the existing signal at West Penn Street and North Jones Boulevard and the lack of turn lane queuing if the proposed signal were to line up with the driveway entrance at LL Pelling Co.

The development of the subject property will be subject to the installation of this roadway and traffic signal at some phase of the development. The timing of Saratoga Place and the signal will be articulated in the conditional recommended by City staff and Developer's Agreement for subdivision improvements.

**7. Staff Recommendation:**

**Findings:**

1. The preliminary plat, which proposes commercial development, would consistency with the Comprehensive Plan Future Land Map designation, which is Urban High Intensity; and
2. The preliminary plat, with conditions recommended by City staff, would achieve consistency with Section 180.11(3)(A) and 180.12 of the North Liberty Code of Ordinances, which sets forth the preliminary subdivision plat submittal requirements and design standards, respectively.

**Recommendation:**

Staff recommends the Planning Commission accept the two listed findings and forward the request of Pratt Real Estate Management, Inc. to approve a Preliminary Subdivision Plat for a 3 lot subdivision on approximately 8.82 acres. approval subject to the following conditions:

1. That development may proceed on Lots 1 and 2 without the right-of-way for Saratoga Place and corresponding roadway and infrastructure improvements being constructed and dedicated to the City of North Liberty. Said development shall abide by size and unit restrictions as described as follows:

Use	Max Size
Bowling Alley	36 K SQ FT
Recreational Community Center	40 K SQ FT
High Turnover Sit-Down Restaurant	9 K SQ FT
Coffee/Donut Shop with Drive-Through	
Window and No Indoor Seating*	N/A

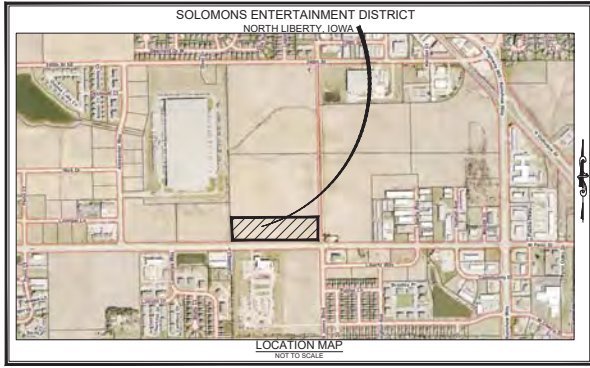
\*One drive-through lane. Located within Recreational Community Center

The City reserves the right to require an additional traffic study if changes to the development are requested by the developer.

2. That the right-of-way for Saratoga Place be dedicated to the City of North Liberty, roadway and infrastructure improvements constructed thereon and the traffic signal at the Saratoga Place/West Penn Street intersection be installed by the Developer, and accepted by the City prior to development of Lot 3.

**Suggested motion:**

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



# PRELIMINARY PLAT

## SOLOMONS ENTERTAINMENT DISTRICT

A RESUBDIVISION OF LOTS 19, 20, 21, AND OUTLOT "E" OF SOLOMON'S LANDING - PART ONE  
NORTH LIBERTY, IOWA



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

OWNER/APPLICANT: PRATT REAL ESTATE MANAGEMENT, INC. 75 COMMERCIAL DRIVE #101 NORTH LIBERTY, IA 52317

APPLICANT'S ATTORNEY: RYAN J. PROHR 426 E. GARDNER BLVD. SUITE 201 CORALVILLE, IA 52241

**LEGAL DESCRIPTION - PRELIMINARY PLAT**

LOTS 19, 20, 21 AND OUTLOT "E" OF SOLOMON'S LANDING - PART ONE, NORTH LIBERTY, IOWA, IN ACCORDANCE WITH PLAT THEREOF RECORDED IN PLAT BOOK 68, AT PAGE 88, IN THE RECORDS OF THE JOHNSON COUNTY RECORDER'S OFFICE, CONTAINING 8.83 ACRES, AND SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

STANDARD LEGEND AND NOTES	
---	PROPERTY &/or BOUNDARY LINES
---	CONGRESSIONAL SECTION LINES
---	RIGHT-OF-WAY LINES
---	EXISTING RIGHT-OF-WAY LINES
---	CENTER LINES
---	EXISTING CENTER LINES
---	LOT LINES, PLATTED OR BY DEED
---	PROPOSED EASEMENT LINES
---	EXISTING EASEMENT LINES
---	BENCHMARK
---	RECORDED DIMENSIONS
---	CURVE SEGMENT NUMBER
---	EXISTING TREE LINE
---	PROPOSED TREE LINE
---	EXISTING DECEADUOUS TREE & SHRUB
---	EXISTING EVERGREEN TREE & SHRUB
---	PROPOSED GROUND
---	PROPOSED SANITARY SEWER
---	EXISTING SANITARY SEWER
---	EXISTING STORM SEWER
---	PROPOSED STORM SEWER
---	WATER LINES
---	ELECTRICAL LINES
---	TELEPHONE LINES
---	FIBER OPTIC
---	OVERHEAD ELECTRIC
---	CONTOUR LINES ( INTERVAL )
---	PROPOSED GROUND
---	EXISTING TREE LINE
---	EXISTING DECEADUOUS TREE & SHRUB
---	EXISTING EVERGREEN TREE & SHRUB

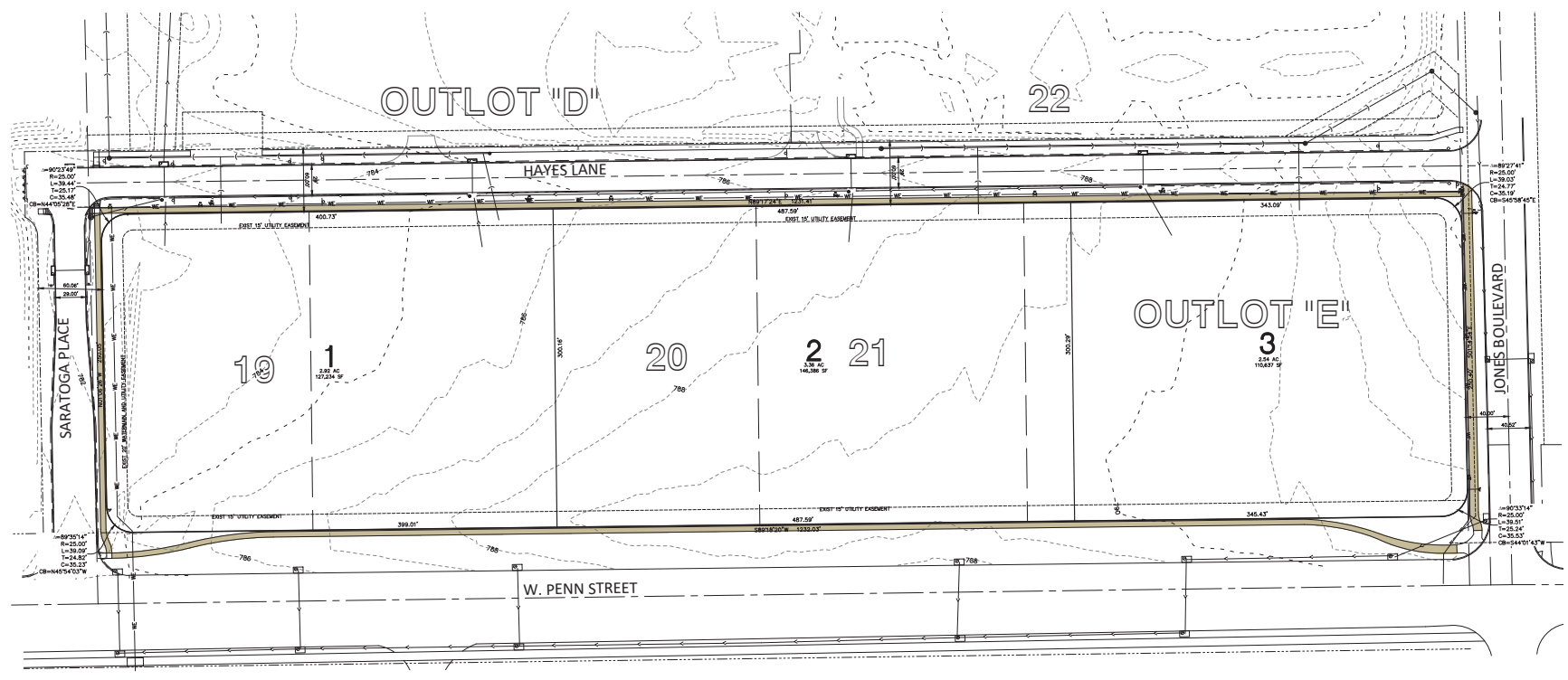
THE ACTUAL SIZE AND LOCATION OF ALL PROPOSED FACILITIES SHALL BE VERIFIED WITH CONSTRUCTION DOCUMENTS, WHICH ARE TO BE PREPARED AND SUBMITTED SUBSEQUENT TO THE APPROVAL OF THIS DOCUMENT.

8.83 ACRES

CIVIL ENGINEERS  
LAND PLANNERS  
LAND SURVEYORS  
LANDSCAPE ARCHITECTS  
ENVIRONMENTAL SPECIALISTS

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

NOTES:  
1. LOTS 1 THROUGH 3 SHALL NOT HAVE DIRECT ACCESS TO W. PENN STREET, JONES BOULEVARD OR SARATOGA PLACE.



Date: 3/3/2023  
Revision: PER CITY COMMENT - LSS

PRELIMINARY PLAT

SOLOMONS ENTERTAINMENT DISTRICT  
NORTH LIBERTY  
JOHNSON COUNTY  
IOWA

MMS CONSULTANTS, INC.  
Date: 02-24-23  
Designed by: JDM  
Drawn by: JEM  
Checked by: KJB  
Project No: 11669-001

Field Book No:  
Scale: 1"=50'  
Sheet No: 1  
of 1

**Resolution No. 2023-27**

**RESOLUTION APPROVING THE PRELIMINARY PLAT FOR SOLOMONS ENTERTAINMENT DISTRICT, NORTH LIBERTY, IOWA**

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

**WHEREAS**, the owner and applicant, Pratt Real Estate Management, Inc., has filed with the City Clerk a preliminary plat described in Exhibit A which is attached hereto;

**WHEREAS**, the property is legally described as:  
LOTS 19, 20, 21 AND OUTHLOT "E" OF SOLOMON'S LANDING – PART ONE, NORTH LIBERTY, IOWA, IN ACCORDANCE WITH PLAT THEREOF RECORDED IN PLAT BOOK 66, AT PAGE 88, IN THE RECORDS OF THE JOHNSON COUNTY RECORDER'S OFFICE, CONTAINING 8.83 ACRES, AND SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

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

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

1. The preliminary plat, which proposes commercial development, would achieve consistency with the Comprehensive Plan Future Land Map designation, which is Urban High Intensity; and
2. The preliminary plat, with conditions recommended by City staff, would achieve consistency with Section 180.11(3)(A) and 180.12 of the North Liberty Code of Ordinances, which sets forth the preliminary subdivision plat submittal requirements and design standards, respectively.

and did recommend that the preliminary plat described as Solomons Entertainment District be approved with the following conditions:

1. That development may proceed on Lots 1 and 2 without the right-of-way for Saratoga Place and corresponding roadway and infrastructure improvements being constructed and dedicated to the City of North Liberty. Said development shall abide by size and unit restrictions as described as follows:

Use	Max Size
Bowling Alley	36 K SQ FT
Recreational Community Center	40 K SQ FT
High Turnover Sit-Down Restaurant	9 K SQ FT
Coffee/Donut Shop with Drive-Through Window and No Indoor Seating*	N/A

\*One drive-through lane. Located within Recreational Community Center  
The City reserves the right to require an additional traffic study if changes to the development are requested by the developer.

2. That the right-of-way for Saratoga Place be dedicated to the City of North Liberty, roadway and infrastructure improvements constructed thereon and the traffic signal at the Saratoga Place/West Penn Street intersection be installed by the Developer, and accepted by the City prior to development of Lot 3.

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

**NOW, THEREFORE, BE IT RESOLVED** that the Preliminary Plat for Solomons Entertainment District is approved.

**APPROVED AND ADOPTED** this 28th day of March, 2023.

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





CIVIL ENGINEERS  
LAND PLANNERS  
LAND SURVEYORS  
LANDSCAPE ARCHITECTS  
ENVIRONMENTAL SPECIALISTS  
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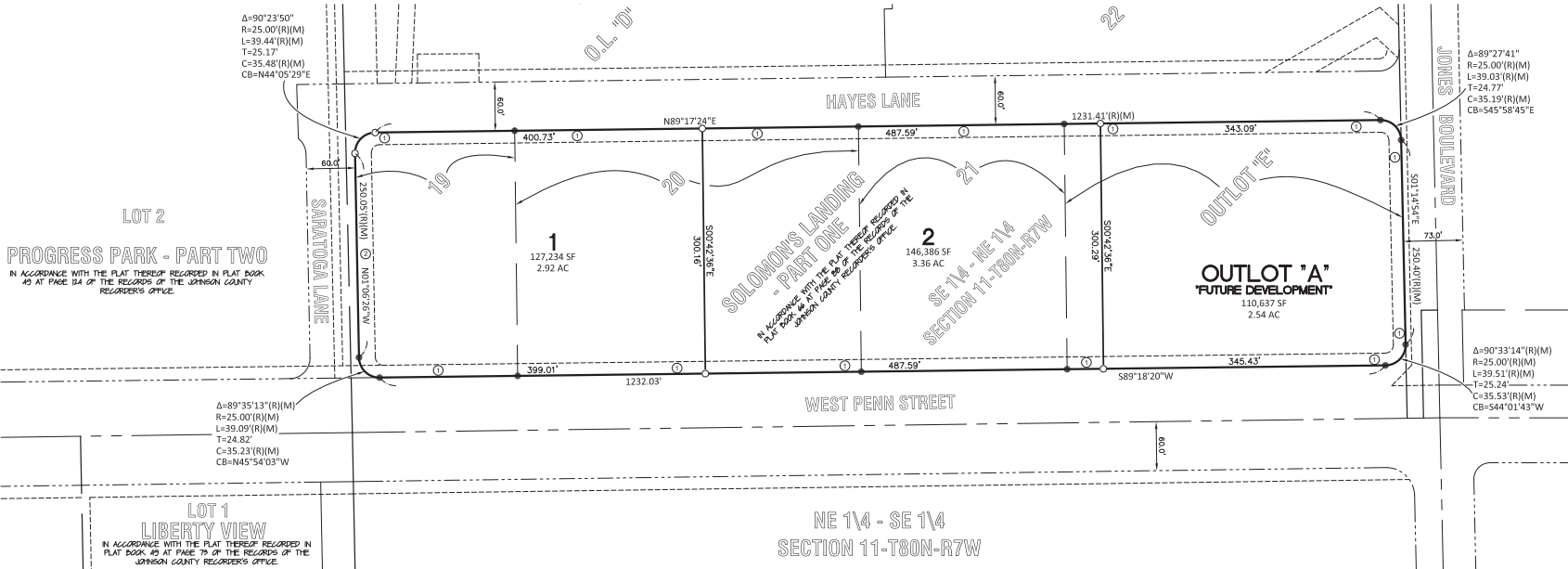
# FINAL PLAT

## SOLOMONS ENTERTAINMENT DISTRICT

A RESUBDIVISION OF LOTS 19, 20, 21, AND OUTLOT "E" OF SOLOMON'S LANDING - PART ONE  
TO NORTH LIBERTY, JOHNSON COUNTY, IOWA

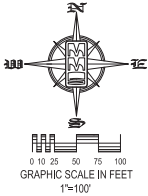
<b>LOCATION:</b> A RESUBDIVISION OF LOTS 19, 20, 21, AND OUTLOT "E" OF SOLOMON'S LANDING - PART ONE LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 80 NORTH, RANGE 7 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, JOHNSON COUNTY, IOWA.	<b>SUBDIVIDER:</b> PRATT REAL ESTATE MANAGEMENT INC 75 COMMERCIAL DR #918 NORTH LIBERTY, IOWA 52317
<b>LAND SURVEYOR:</b> RICHARD R. NOWOTNY P.L.S. MMS CONSULTANTS INC. 1917 SOUTH GILBERT STREET IOWA CITY, IOWA, 52240 PHONE: 319-351-8282	<b>PROPRIETOR:</b> PRATT REAL ESTATE MANAGEMENT INC 75 COMMERCIAL DR #918 NORTH LIBERTY, IOWA 52317
<b>DATE OF SURVEY:</b> 12-01-2022	<b>DOCUMENT RETURN INFORMATION:</b> <b>ATTORNEY:</b>  <b>SUBDIVIDER'S ATTORNEY:</b> RYAN J. PRAHM 425 E. OAKDALE BLVD, SUITE 201 CORVALLIS, IOWA 52341

FOR COUNTY RECORDER'S USE



**LOT 2**  
**PROGRESS PARK - PART TWO**  
IN ACCORDANCE WITH THE PLAT THEREOF RECORDED IN PLAT BOOK 49 AT PAGE 124 OF THE RECORDS OF THE JOHNSON COUNTY RECORDER'S OFFICE.

**LOT 1**  
**LIBERTY VIEW**  
IN ACCORDANCE WITH THE PLAT THEREOF RECORDED IN PLAT BOOK 49 AT PAGE 79 OF THE RECORDS OF THE JOHNSON COUNTY RECORDER'S OFFICE.



EASEMENT IDENTIFICATION TABLE	DESCRIPTION
⊙	EXISTING 15.00 FOOT WIDE UTILITY EASEMENT
⊗	EXISTING 20.00 FOOT WIDE WATERMAIN AND UTILITY EASEMENT

LEGEND AND NOTES	
▲	CONGRESSIONAL CORNER, FOUND
△	CONGRESSIONAL CORNER, REESTABLISHED
●	CONGRESSIONAL CORNER, RECORDED LOCATION
○	PROPERTY CORNER(S), FOUND (as noted)
⊙	PROPERTY CORNERS SET (5/8" Iron Pin w/ yellow, plastic LS Cap embossed with "MMS")
⊗	CUT "X"
---	PROPERTY &/or BOUNDARY LINES
---	CONGRESSIONAL SECTION LINES
---	RIGHT-OF-WAY LINES
---	CENTER LINES
---	LOT LINES, INTERNAL
---	LOT LINES, PLATTED OR BY DEED
---	EASEMENT LINES, WIDTH & PURPOSE NOTED
---	EXISTING EASEMENT LINES, PURPOSE NOTED
---	RECORDED DIMENSIONS
---	MEASURED DIMENSIONS
---	CURVE SEGMENT NUMBER

UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS

**DESCRIPTION - SOLOMONS ENTERTAINMENT DISTRICT**

A RESUBDIVISION OF LOTS 19, 20, 21, AND OUTLOT "E" OF SOLOMON'S LANDING - PART ONE TO NORTH LIBERTY, IOWA, IN ACCORDANCE WITH THE PLAT THEREOF RECORDED IN PLAT BOOK 66 AT PAGE 88 OF THE RECORDS OF THE JOHNSON COUNTY RECORDER'S OFFICE. SAID RESULTANT TRACT CONTAINS 8.82 ACRES, AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

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

RICHARD R. NOWOTNY  
L.S. Iowa Lic. No. 1796

Witness my hand and the seal of the State of Iowa this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public, in and for the State of Iowa.

PLAT/PLAN APPROVED BY: CITY OF NORTH LIBERTY	DATE:
CITY CLERK	DATE:
UTILITY EASEMENTS APPROVED BY:	DATE:
MIDAMERICAN ENERGY	DATE:
MEDIACOM	DATE:
LINN COUNTY R.E.C.	DATE:
SOUTH SLOPE COOPERATIVE TELEPHONE CO.	DATE:
ALLIANT ENERGY	DATE:

Signed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public, in and for the State of Iowa.

**FINAL PLAT**

**SOLOMONS ENTERTAINMENT DISTRICT**

NORTH LIBERTY  
JOHNSON COUNTY  
IOWA  
MMS CONSULTANTS, INC.

Date:	03-01-2023
Designed by:	KJB
Field Book No.:	1354
Drawn by:	RLW
Scale:	1"=100'
Checked by:	RRN
Sheet No.:	1
Project No.:	11669-001
IOWA CITY	of 1

**Resolution No. 2023-28**

**RESOLUTION APPROVING THE FINAL PLAT FOR SOLOMON'S ENTERTAINMENT DISTRICT IN NORTH LIBERTY, IOWA**

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

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

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

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

**WHEREAS**, the installation of public improvements serving the property has been provided for in accordance with the terms of the Developer's Agreement for Solomon's Landing, Part One.

**NOW, THEREFORE, BE IT RESOLVED** that the final plat of Solomon's Entertainment District is hereby approved and accepted.

**APPROVED AND ADOPTED** this 28th day of March, 2023.

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



# **Hope Presbyterian Church**

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

**STORM WATER MANAGEMENT FACILITY  
MAINTENANCE AGREEMENT AND EASEMENT  
HOPE PRESBYTERIAN CHURCH**

THIS AGREEMENT, made by and between the City of North Liberty, Iowa, a municipal corporation, hereinafter referred to as "City," and Hope Presbyterian Church, hereinafter referred to as "Owner."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Owner is responsible for the operation and maintenance of the Facilities in perpetuity. The Owner shall make records of the installation and of all maintenance and repairs and shall retain the records for at least twenty-five (25) years. These records shall be made

available to the City during inspection of the facility and at other reasonable times upon the City's request.

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

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

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

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

#### **SECTION 8. ENFORCEMENT AND APPEALS.**

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

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

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

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

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

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

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

**SECTION 10. FEES.**

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

**SECTION 11. NOTICES.**

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

Hope Presbyterian Church  
420 N. Dubuque Street  
North Liberty, Iowa 52317

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

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



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

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

**SECTION 12. SUCCESSORS AND ASSIGNS.**

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

[remainder of page intentionally left blank]

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF NORTH LIBERTY, IOWA

HOPE PRESBYTERIAN CHURCH

By:  
Chris Hoffman, Mayor

By:   
Kenneth J. Hummel, Chairman

(seal)

ATTEST:  
Tracey Mulcahey, City Clerk


STATE OF IOWA, JOHNSON COUNTY: ss

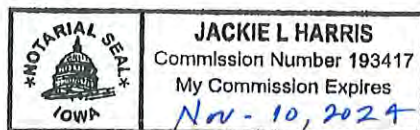
On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Chris Hoffman and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation; and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. \_\_\_\_\_ of the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2021; and that Chris Hoffman and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

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

STATE OF IOWA, JOHNSON COUNTY: ss

On this day of March 14, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kenneth J. Hummel, to me personally known, who, being by me duly sworn, did say that he is the Chairman of the Board of Directors of Hope Presbyterian Church, an Iowa domestic non-profit corporation; and that Kenneth J. Hummel acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the corporation.

  
\_\_\_\_\_  
Notary Public in and for the State of Iowa  
My Commission Expires: Nov. 10, 2024





**Resolution No. 2023-29**

**RESOLUTION APPROVING THE STORM WATER  
MANAGEMENT FACILITIES MAINTENANCE  
AGREEMENT AND EASEMENT BETWEEN THE CITY OF  
NORTH LIBERTY AND HOPE PRESBYTERIAN CHURCH  
THAT ESTABLISHES THE TERMS AND CONDITIONS  
UNDER WHICH STORMWATER MANAGEMENT  
FACILITIES WILL BE MAINTAINED FOR HOPE  
PRESBYTERIAN CHURCH IN THE CITY OF NORTH  
LIBERTY, IOWA**

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

**WHEREAS**, the terms and conditions for the maintenance of the storm water management facilities for Hope Presbyterian Church have been set forth in an Agreement between the City of North Liberty ("City") and Hope Presbyterian Church ("Owner");

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

**NOW, THEREFORE, BE IT RESOLVED** that that the Storm Water Management Facility Maintenance Agreement and Easement between the City and the Owner is approved for the development of Hope Presbyterian Church, North Liberty, Iowa.

**APPROVED AND ADOPTED** this 14th day of February, 2023.

CITY OF NORTH LIBERTY:

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CHRIS HOFFMAN, MAYOR

ATTEST:

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

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TRACEY MULCAHEY, CITY CLERK



# **Ranshaw Way Paved Shoulders Project**

## Resolution No. 2023-30

### **RESOLUTION FINALLY APPROVING AND CONFIRMING PLANS, SPECIFICATIONS, AND ESTIMATE OF COST FOR THE RANSHAW WAY PAVED SHOULDERS PROJECT**

**WHEREAS**, the City Council of the City of North Liberty, Iowa, has heretofore given preliminary approval to the plans, specifications, and estimate of cost (the "Contract Documents") for the proposed Ranshaw Way Paved Shoulders Project (the "Project"), as described in the notice of hearing on the Contract Documents for the Project and the taking of bids therefor; and

**WHEREAS**, a hearing has been held on the Contract Documents on March 28, 2023;

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

Section 1. The City Council will receive bids for the Project on April 4, 2023 at 10:00 a.m. At such time and place the City Clerk will open such bids received and announce the results thereof. The City Council will consider bids received at the City Council meeting to be held on April 11, 2023 at 6:30 p.m. in Council Chambers at 1 Quail Creek Circle, North Liberty, Iowa.

Section 2. The City Clerk is hereby authorized and directed to give notice of the hearing and taking of bids by publication as required by law, which publication shall be made not less than 4 and not more than 45 days prior to the date for receipt of bids and not less than 4 and not more than 20 days prior to the date of the said hearing.

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

Section 4. The Contract Documents referred to in the preamble hereof are hereby finally approved, and the prior action of the City Council giving preliminary approval is hereby finally confirmed, and the Project, as provided for in the Contract Documents, is necessary and desirable.

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

**APPROVED AND ADOPTED** this 28th day of March, 2023.

**CITY OF NORTH LIBERTY:**

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CHRIS HOFFMAN, MAYOR

ATTEST:

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

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TRACEY MULCAHEY, CITY CLERK





# **2023A Bond Issuance**



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

421033-92

North Liberty, Iowa

March 28, 2023

The City Council of the City of North Liberty, Iowa, met on March 28, 2023, at \_\_\_\_\_  
o'clock \_\_.m., at \_\_\_\_\_, North Liberty, Iowa. The Mayor  
presided and the roll was called showing the following members of the City Council present and  
absent:

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

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

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

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

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

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

....

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

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

Attest:

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

**Resolution No. 2023-31**

**RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING ON PROPOSAL TO ENTER INTO A GENERAL OBLIGATION LOAN AGREEMENT AND TO BORROW MONEY THEREUNDER**

**WHEREAS**, the City of North Liberty (the "City"), in Johnson County, State of Iowa, proposes to enter into a loan agreement (the "Loan Agreement"), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$10,000,000 for the purpose of paying the costs, to that extent, of (1) constructing street, storm water drainage, sanitary sewer system, sidewalk and water system improvements; and (2) acquiring and installing street lighting, signage and signalization improvements (the "Projects"); and it is now necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Loan Agreement and to give notice thereof as required by such law; and

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

**WHEREAS**, the City also heretofore proposed to enter into an additional loan agreement (the "2022 Loan Agreement"), pursuant to the provisions of Section 384.24A and 384.24.3(q) of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$500,000 for the purpose of paying the costs, to that extent, of undertaking the City Hall Project; and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of October 25, 2022, no petition had been filed with the City asking that the question of entering into the 2022 Loan Agreement be submitted to the registered voters of the City;

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

Section 1. This City Council shall meet on April 11, 2023, at the Council Chambers, North Liberty, Iowa, at 6:30 p.m., at which time and place a hearing will be held and proceedings

will be instituted and action taken to enter into the Loan Agreement described in the preamble hereof.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than four (4) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO ENTER  
INTO A LOAN AGREEMENT AND TO BORROW MONEY THEREUNDER IN A  
PRINCIPAL AMOUNT NOT TO EXCEED \$10,000,000

(GENERAL OBLIGATION)

The City Council of the City of North Liberty, Iowa (the "City"), will meet on April 11, 2023, at the City Council Chambers, North Liberty, Iowa, 6:30 p.m., for the purpose of instituting proceedings and taking action on a proposal to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$10,000,000 for the purpose of paying the costs, to that extent, of (1) constructing street, storm water drainage, sanitary sewer system, sidewalk and water system improvements; and (2) acquiring and installing street lighting, signage and signalization improvements.

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

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

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

Tracey Mulcahey  
City Clerk

Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the "Regulations") of the Internal Revenue Service, the City declares (a) that it intends to undertake the Projects which are reasonably estimated to cost approximately \$10,000,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the "Bonds"), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for such Projects have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

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

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

**APPROVED AND ADOPTED** this 28th day of March, 2023.

**CITY OF NORTH LIBERTY:**

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CHRIS HOFFMAN, MAYOR

ATTEST:

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

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TRACEY MULCAHEY, CITY CLERK

**ATTESTATION CERTIFICATE**

STATE OF IOWA  
COUNTY OF JOHNSON                    SS:  
CITY OF NORTH LIBERTY

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

WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

## ORGANIZATION CERTIFICATE

STATE OF IOWA  
COUNTY OF JOHNSON                      SS:  
CITY OF NORTH LIBERTY

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

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

Chris Hoffman, Mayor

Ryan Heiar, City Administrator

Tracey Mulcahey, Assistant City Administrator/City Clerk

Debra Hilton, City Treasurer

Brian Wayson, Council Member/Mayor Pro Tem

Ashley Bermel, Council Member

RaQuishia Harrington, Council Member

Erek Sittig, Council Member

Brent Smith, Council Member

WITNESS MY HAND this 28th day of March, 2023.

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TRACEY MULCAHEY, CITY CLERK





March 23, 2023

**VIA E-MAIL**

Tracey Mulcahey  
City Clerk/City Hall  
North Liberty, Iowa

Re: North Liberty, Iowa  
2023 General Obligation Bonds

Dear Tracey:

I am writing to explain our role as Bond Counsel and Disclosure Counsel for the City's proposed General Obligation borrowing. It is our understanding that the City will issue General Obligation Corporate Purpose Bonds, Series 2023A (the "Bonds") in the approximate principal amount of \$9,500,000 into the municipal bond market through a competitive sale to be facilitated by Independent Public Advisors, LLC, the City's municipal advisor (the "Municipal Advisor").

As Bond Counsel, it is our responsibility to provide legal representation to the City with respect to the authorization of the issuance of the Bonds. In serving the City as Bond Counsel, we will prepare appropriate resolutions, notices, agreements, filings and closing certificates, consult with the Municipal Advisor and underwriter, and undertake such additional duties as we deem necessary to help the City through this transaction. At closing of the Bond issue, assuming the proper conditions are in place, we will deliver our bond counsel opinion that (1) the Bonds are valid and binding general obligations of the City, and (2) the interest paid on the Bonds will be excluded from gross income for federal income tax purposes.

We have also been asked to serve as Disclosure Counsel in order to assist with securities regulatory compliance for the offering of the Bonds. As Disclosure Counsel we will prepare the body of the official statement which will be necessary for the sale of the Bonds and consult and advise on related disclosure and continuing disclosure matters. We will perform "due diligence" functions and perform certain other functions as may be necessary to fulfill our responsibilities as Disclosure Counsel. We will not be responsible for the compilation, preparation and/or review of the financial and operating data to be included in Appendix A of the official statement, but we will coordinate with the Municipal Advisor as that portion of the document is prepared.

In performing our services as Bond Counsel and Disclosure Counsel, our sole client in this matter will be the City of North Liberty. We will not represent any other party in this financing and it is mutually understood that the services to be provided by us as described herein are solely for the benefit of the City.

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake, (iii) the time we anticipate devoting to the

Page 2

financing, and (iv) the responsibilities we assume, we estimate that our fees and expenses for serving as Bond Counsel and Disclosure Counsel will be \$27,500. We typically bill for our services after closing of the Bond issue, but we reserve the right to bill for the value of our time invested in the representation if closing has not occurred by November 1, 2023.

After this arrangement is approved on behalf of the City, please have this letter executed in the space below and email an executed copy to [lemke.susan@dorsey.com](mailto:lemke.susan@dorsey.com). If you have questions, please call me.

We look forward to working with you. Thank you for the opportunity to serve the City.

Best regards,



John P. Danos

JPD/sl

I understand and agree to the arrangements stated above.

**NORTH LIBERTY, IOWA**

**BY:** \_\_\_\_\_  
**Mayor**

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

**ATTEST:** \_\_\_\_\_  
**City Clerk**

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

**Resolution No. 2023-32**

**RESOLUTION APPROVING THE ENGAGEMENT LETTER BETWEEN THE CITY OF NORTH LIBERTY AND DORSEY & WHITNEY LLP REGARDING BOND COUNSEL SERVICES FOR THE GENERAL OBLIGATION CORPORATE PURPOSE BOND SALE, SERIES 2023A**

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

**WHEREAS**, the City Council desires to enter into an agreement with Dorsey & Whitney LLP for bond counsel services for the 2023A General Obligation Corporate Purpose Bond Sale;

**WHEREAS**, Dorsey & Whitney LLP has proposed a not to exceed estimate of \$27,500; and

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

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of North Liberty, Iowa, does hereby approve the engagement letter with Dorsey & Whitney LLP setting forth the terms and conditions under which bond counsel services will be provided for the 2023A General Obligation Corporate Purpose Bond Sale.

**BE IT FURTHER RESOLVED** that the Mayor or designee is hereby authorized to execute the Agreement on behalf of the City of North Liberty.

**APPROVED AND ADOPTED** this 28th day of March, 2023.

CITY OF NORTH LIBERTY:

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CHRIS HOFFMAN, MAYOR

ATTEST:

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

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TRACEY MULCAHEY, CITY CLERK



# **Housing Rehabilitation Project**

# REHABILITATION CONTRACT

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

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

Name: **Natasha Shaw**

Street Address: **5 Dickinson Dr**

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: **AEC Contracting** hereinafter referred to as the "**CONTRACTOR**"

Street Address: **1401 Mt Vernon Road SE, Suite A**

City and State: **Cedar Rapids, IA 52403**

## 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 **March 27<sup>th</sup>, 2023**.
5. The CONTRACTOR shall satisfactorily complete all work by **June 13<sup>th</sup>, 2023**. 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.

**Resolution No. 2023-33**

**A RESOLUTION APPROVING THE REHABILITATION CONTRACT AND ASSOCIATED DOCUMENTS BETWEEN OWNER, REHABILITATION CONTRACTOR AND THE CITY OF NORTH LIBERTY**

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

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

**WHEREAS**, one property has been bid with the low bidder being AEC Contracting;

**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 AEC Contracting and the City of 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 28th day of March, 2023.

**CITY OF NORTH LIBERTY:**

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CHRIS HOFFMAN, MAYOR

ATTEST:

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

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TRACEY MULCAHEY, CITY CLERK

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 **\$15,192.00**. This amount includes all sales and other taxes.

The undersigned agree to all provisions of this Contract.

OWNER

Owner's Signature: N. Shaw

Owner's Signature: \_\_\_\_\_

Date: 3/13/23

GENERAL CONTRACTOR

Officer's Signature: Eric Van Dusen

Date: 3-13-23

PROJECT ADMINISTRATOR

ECICOG signature: [Signature]

Date: 3-13-23

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, Natasha Shaw, (hereinafter referred to as owner) qualifies under the City Housing Rehabilitation Program for a total loan of Fifteen Thousand One Hundred Ninety Two dollars and no cents (\$15,192) 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: NS

City of North Liberty Housing Rehabilitation Program

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

**Forgivable Loan**

**Page 2 of 2**

I/We, **Natasha Shaw**, 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: 5 DICKINSON DR, 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:

  
 \_\_\_\_\_  
 Natasha Shaw (Owner) 3/13/23 DATE

\_\_\_\_\_  
 (Owner) DATE

\_\_\_\_\_  
 Chris Hoffman – City of North Liberty Mayor DATE

BE IT REMEMBERED, that on this 13<sup>th</sup> day of March 2023, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Natasha Shaw 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 1 IN PENN HEIGHTS SUBDIVISION, PART 1, NORTH LIBERTY, IOWA, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 17, PAGE 54, PLAT RECORDS OF JOHNSON COUNTY, IOWA.***

**Construction Agreement  
City of North Liberty Housing Rehabilitation Program**

Name: Natasha Shaw

Family Size: Three

Contractor: AEC Contracting

Due to liability issues and possible time delays for the project, I/we agree that I/we WILL NOT be allowed to aid in or complete any rehabilitation work or general construction work (i.e. painting) during the contract time.

I/We agree that if I/we do any work to our home during the construction period I/we understand that the above stated contractor can leave the project, if deemed appropriate by ECICOG, the Contractor, and the Housing Inspector. The aforementioned contractor will not complete the project if work is dramatically delayed, altered, or damaged due to homeowner's negligence. I/We also understand that if I/we do any type of construction or home improvement work while the contractor is hired, my/our work will not be corrected to meet Minimum Housing Standards with grant funds.

I/We also understand that work performed by the homeowner is not the responsibility of ECICOG or the contractor. If work is completed on the home or the home is not kept up in a respectable fashion (normal wear and tear excluded) the city may require repayment of the forgivable loan. The city may also require repayment if the homeowner performs work on the property while rehabilitation is in progress. If the homeowner performs work on the property during the rehab process, the one-year warranty of the contractor's work is also null and void.

  
Owner

3/13/23  
Date

\_\_\_\_\_  
Owner


\_\_\_\_\_  
Date

Contractor:



3-13-23  
Date

Witnessed by:

  
Project Administrator

3-13-23  
Date

City Representative:

\_\_\_\_\_

\_\_\_\_\_  
Date

---

## ANTI-KICKBACK STATEMENT

It is hereby certified that no employee or official of the City of North Liberty has been paid any kickback, fees, or consideration of any type -- directly or indirectly -- by the contractor in the awarding of the construction bid for property at 5 Dickinson Dr.

***City Official***

SIGNED \_\_\_\_\_

TITLE \_\_\_\_\_

I, Eric VanDeusen, of AEC Contracting, contractor for the construction work performed at the above-mentioned address hereby certify that I have not paid-- nor have I offered -- any kickback, fees, or consideration of any type, directly or indirectly, for the work done as set out in the construction contract for the above mentioned property.

***Contractor***

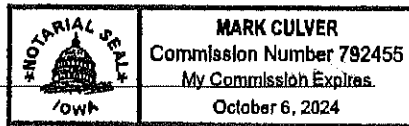
SIGNED Eric VanDeusen

TITLE Owner

Subscribed and sworn to before me, a notary public in and for the County of Johnson and State of Iowa, this 13<sup>th</sup> day of March 2023.

[Signature]  
\_\_\_\_\_  
Notary Public

My appointment expires: \_\_\_\_\_



## **Community Development Block Grant Subrecipient Procurement Policies and Procedures**

2 *CFR* 200.317 provides that subrecipients of a state that are administering federal funds will follow sections 200.318 (General procurement standards) through 200.326 (Contract provisions). However, 24 *CFR* 570.489(g), set out in full below, enables states that administer Community Development Block Grant funds to adopt procurement standards other than those set out in 2 *CFR* Part 200 for units of local government that are subrecipients of CDBG funds.

*24 CFR 570.489 (g) Procurement.* When procuring property or services to be paid for in whole or in part with CDBG funds, the State shall follow its procurement policies and procedures. The State shall establish requirements for procurement policies and procedures for units of general local government, based on full and open competition. Methods of procurement (e.g., small purchase, sealed bids/formal advertising, competitive proposals, and noncompetitive proposals) and their applicability shall be specified by the State. Cost plus a percentage of cost and percentage of construction costs methods of contracting shall not be used. The policies and procedures shall also include standards of conduct governing employees engaged in the award or administration of contracts. (Other conflicts of interest are covered by § 570.489(h).) The State shall ensure that all purchase orders and contracts include any clauses required by Federal statutes, Executive orders, and implementing regulations. The State shall make subrecipient and contractor determinations in accordance with the standards in 2 *CFR* 200.330.

The State of Iowa, in its administration of the CDBG, hereby establishes the following procurement standards for subrecipients of CDBG funding that are units of local government.

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### **Procurement Standards**

#### **General** (Replaces 2 *CFR* 200.318)

Subrecipients of the CDBG program must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

The subrecipient alone shall be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the subrecipient of any contractual responsibilities under its contracts.

#### **Conflicts of interest in awarding contracts** (Replaces 2 *CFR* 200.318)

The subrecipient must maintain written standards of conduct covering and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the subrecipient



may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

If the subrecipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

IEDA may terminate contracts with any CDBG subrecipient that violates this policy and may require full repayment of funds issued to the subrecipient.

**Best Cost** (Replaces 2 CFR 200.318)

The subrecipient's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. The subrecipient is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

**Responsible Contractors** (Replaces 2 CFR 200.318)

The subrecipient must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Awards must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The subrecipient must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following:

1. rationale for the method of procurement
2. selection of contract type
3. contractor selection or rejection
4. the basis for the contract price.

**Competition** (Replaces 2 CFR 200.319)

All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. IEDA will consider requests for waivers of this provision. The subrecipient must make a sufficient showing that the number of contractors that provide the goods or services is insufficient that it is necessary to not exclude contractors that developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for proposals.

Examples restrictions on competition include but are not limited to:

1. Placing unreasonable requirements on firms in order for them to qualify to do business;
2. Requiring unnecessary experience and excessive bonding;
3. Noncompetitive pricing practices between firms or between affiliated companies;
4. Noncompetitive contracts to consultants that are on retainer contracts;
5. Organizational conflicts of interest;
6. Specifying only a "brand name" product instead of allowing "an equivalent" product to be offered and describing the performance or other relevant requirements of the procurement; and
7. Any arbitrary action in the procurement process.

The subrecipient must conduct procurement in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal or State of Iowa law expressly mandates or encourages geographic preference. Nothing in this section preempts state licensing laws.

When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion, provided that an appropriate number of qualified firms remain, given the nature and size of the project, to compete for the contract.

The subrecipient must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided. When it is impractical or not reasonably feasible to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

**Types of Procurement** (Replaces 2 CFR 200.320-based on Iowa Code section 11.118)

1. **Small:** Estimated annual value does not exceed \$5,000 and does not exceed \$15,000 for multiyear contracts: For supplies and services only. The subrecipient does not need to solicit competitive quotations if the subrecipient considers the price to be reasonable. To the extent practicable, the subrecipient must distribute such procurement equitably among qualified suppliers.

2. **Simple:** Estimated annual value exceeds \$5,000 but less than \$50,000 per year and does not exceed \$150,000 for multiyear contracts: For non-engineering and architectural services and supplies only. The subrecipient may use an informal competitive selection process to engage a service provider. Informal selection means price or rate quotations must be obtained from an adequate number of qualified sources. The subrecipient may contact the prospective service providers in person, by telephone, fax, email or letter. The subrecipient should solicit at least three prospective service providers. The sub recipient must justify, to IEDA's satisfaction, contacting fewer than three service providers. The justification shall be included in the contract file.

3. **Professional:** Estimated annual value exceeds \$50,000 per year and exceeds \$150,000 for multiyear contracts: For supplies and services and ALL engineering and architectural services, a subrecipient shall use a formal *competitive selection* process to procure the goods or services.

4. **Sealed bids:** (formal advertising): The sealed bid method is the preferred method for procuring construction. Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price. A complete, adequate, and realistic specification or purchase description will be developed before bidding.

The following requirements apply:

1. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, and the invitation for bids must be publicly advertised (not required for nonprofit entities);
2. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
3. All bids will be opened at the time and place prescribed in the invitation for bids, and the bids must be opened publicly;
4. The subrecipient shall enter into a firm fixed price contract award with the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
5. Any or all bids may be rejected if there is a sound documented reason.

Competitive Selection Process: The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when a sealed bidding process is not appropriate. If this method is used, the following requirements apply:

1. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
2. Proposals must be solicited from an adequate number of qualified sources;
3. The subrecipient must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
4. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
5. The subrecipient may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

Noncompetitive proposals: Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source. This type of procurement is referred to as sole-source procurement;
- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- (4) After solicitation of a number of sources, competition is determined inadequate. This type of procurement is referred to as single-source procurement.

Responsible unit: IEDA project managers verified via monitoring and/or state auditor

**Targeted Small Businesses – Minority, Disabled, and Woman Owned Businesses** (Replaces 2 CFR 200.321)

The subrecipient must take all necessary affirmative steps to ensure that minority businesses, women's business enterprises, businesses owned by disabled persons, and labor surplus area firms are used when possible.

Affirmative steps must include:

- (1) Placing qualified small and minority businesses, small women's business enterprises, and small businesses owned by disabled persons on solicitation lists. Link to a directory of Targeted Small Businesses in Iowa: <https://iowaeda.microsoftcrmportals.com/tsb-search/>;

- (2) Ensuring that Targeted Small Businesses are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by Targeted Small Businesses;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by Targeted Small Businesses;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of Commerce and the Iowa Economic Development Targeted Small Business Program <https://www.iowaeconomicdevelopment.com/tsb>; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

#### **Recycled Content and Products** (Replaces 2 CFR 200.322)

When appropriate, specifications shall include requirements for the use of recovered materials and products.

The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product.

#### **Cost Analysis and Contract Price** (Replaces 2 CFR 200.323)

The subrecipient must perform a cost or price analysis in connection with every procurement action in excess of the small, simple and professional acquisition thresholds, including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the subrecipient must make independent estimates before receiving bids or proposals.

The subrecipient must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the subrecipient under 2 CFR 200.402 - 406.

The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

### **Review of Procurement Documents and Procurement System** (Replaces 2 CFR 200.324)

The subrecipient must make available upon request pre-procurement review; procurement documents, such as requests for proposals or invitations for bids; or independent cost estimates, when:

1. Requested by IEDA;
2. The procurement is expected to exceed the small, simple and professional acquisition thresholds and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
3. The procurement, which is expected to exceed the small, simple and professional acquisition thresholds, specifies a “brand name” product;

IEDA Certification: The subrecipient may request that IEDA certify that its procurement system meets these standards.

Self-certification: The subrecipient may self-certify its procurement system. Such self-certification shall not limit IEDA’s right to review and survey the system. If a subrecipient self-certifies its procurement system, the IEDA may rely on written assurances from the subrecipient that it is complying with these standards. The subrecipient must cite specific policies, procedures, regulations, or standards as compliant with these requirements and make its system available for review.

### **Bonding** (Replaces 2 CFR 200.325)

For construction or facility improvement contracts or subcontracts for public improvement projects and multi-family residential buildings, the minimum requirements shall be as follows:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.
- c. A payment bond for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to ensure that the contractor will pay as required by law all persons supplying labor and material in the execution of the work provided for in the contract.

The subrecipient may petition IEDA to accept its bonding policy, provided that IEDA has made a determination that the Federal interest is adequately protected.

Recipients are expected to comply with all state requirements regarding bonding requirements for public improvement projects: <https://www.legis.iowa.gov/docs/code/2019/573.pdf>  
Recipients should consult with their legal counsel to determine how state requirements may impact their CDBG project.

**Contract Provisions** (Replaces 2 CFR 200.326)

The subrecipient's contracts must contain the applicable provisions set out in Appendix II of the CDBG Management Guide

**ACKNOWLEDGEMENT AND ADOPTION**

*As a recipient of Community Development Block Grant (CDBG) funds, the City of Washington adopts the State of Iowa's CDBG Procurement Policies and Procedures and agrees to apply all policies and procedures to CDBG funded projects within the City of Washington.*

Adopted by the City of Washington on \_\_\_\_\_ day of \_\_\_\_\_, 2022

Chief Elected Official:

\_\_\_\_\_  
*Typed/printed name*

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

**Resolution No. 2023-34**

**RESOLUTION APPROVING THE UPDATED  
PROCUREMENT POLICY REQUIRED BY THE  
COMMUNITY DEVELOPMENT BLOCK GRANT  
PROGRAM**

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

**WHEREAS**, the City received CDBG funds for the Owner Occupied Housing Rehabilitation program; and

**WHEREAS**, the program requires adoption of the updated Procurement Policy; and

**WHEREAS**, the policy has been reviewed by staff and recommended for approval.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LIBERTY, IOWA**, that the required updated Procurement Policy is approved and authorized for use effective upon action.

**APPROVED AND ADOPTED** this 28<sup>th</sup> day of March, 2023.

**CITY OF NORTH LIBERTY:**

\_\_\_\_\_  
Chris Hoffman, Mayor

ATTEST:

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

\_\_\_\_\_  
Tracey Mulcahey, City Clerk





# **Depository Resolution**

**Resolution Number 2023-35**

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

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

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

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

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

**BE IT FURTHER RESOLVED** that the City of North Liberty will utilize the services of the Hills Bank & Trust Company or coming into its possession, pursuant to the duly executed Agreements to Receive and Repay Deposits of public Funds. The maximum amount which may be thus deposited in each of the above-named depositories without further approval of the City Council and the Treasurer of State is \$25,000,000.

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

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

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

**APPROVED AND ADOPTED** this 28th day of March, 2023.

**CITY OF NORTH LIBERTY:**

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CHRIS HOFFMAN, MAYOR

ATTEST:

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

---

TRACEY MULCAHEY, CITY CLERK



# **Animal Ordinance Amendment**

**AMENDING CHAPTERS 55, 56, AND 57 OF THE CODE OF ORDINANCES OF  
THE CITY OF NORTH LIBERTY, IOWA, CONCERNING PROCEDURES FOR  
IMPOUNDMENT AND REDEMPTION OF IMPOUNDED ANIMALS,  
COMPLIANCE REQUIREMENTS FOR DANGEROUS DOGS, AND LICENSURE  
OF SERVICE ANIMALS.**

**BE IT ENACTED** by the City Council of the City of North Liberty, Iowa:

**SECTION 1. AMENDMENT.** Section 55.17 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

55.17 IMPOUNDMENT.

1. Any pet animal found in violation of the provisions of this chapter may be impounded by the City. Animals subject to impoundment shall be held temporarily on City property until transferred to and impounded at a shelter or pound as described in Section 55.20. Animals held by the City shall be transferred for impoundment as soon as is practicable and reasonable under the circumstances. Animals are considered impounded for the purposes of this Chapter when they are loaded onto a vehicle for transport to the shelter or pound.

2. The City may impound any animal that is doing any ~~of the acts~~ prohibited by ~~the City ordinance~~, or which is ~~believed determined~~ to be ~~in danger of being subjected to cruel treatment~~ threatened animal within the meaning of Iowa Code §717B.1 as amended, or when the animal is found to be sick, injured, or dead.

3. The City may impound any animal if, upon taking its owner or custodian into custody for any lawful reason, no other person or party can be readily found to provide appropriate and adequate care and supervision to the animal. In such instances, the person in custody shall be notified of the impoundment.

4. The person authorized to impound pet animals, upon receiving any pet animal, shall make a complete registration for such animal, entering the date, species, breed, color, and sex of such animal, any tattoo number or other special characteristics, and whether licensed. If such animal is licensed, said person shall enter the name and address of the owner and the number of the license tag. Not later than two days after the impounding of any pet animal, the owner, if known, shall be notified of such impoundment.

5. The City shall keep all animals impounded pursuant to this chapter for a period of three (3) calendar days after the owner has been notified, in writing, of the

~~impoundment, which notice shall be given to the animal owner by personal delivery, electronic mail, or by U.S. mail. U.S. mail is deemed completed four (4) days after the notice is deposited in the mail and postmarked for delivery. Electronic mail is deemed completed twenty-four (24) hours after it is sent. After such time period has expired and the owner has failed to claim and redeem any such impounded animal, such animal may be disposed of as provided for in this Chapter. This provision does not apply to stray animals for which the owner is unknown. It is the duty of the City to keep all animals impounded pursuant to this chapter for a period of five days after the owner has been notified as provided herein. If, after seven days following service of notice on the owner (either by certified mail or by personal service) of the impoundment of the owner's animal, said owner has failed to claim and redeem any such impounded animal, such animal may be adopted, transferred to any State institution pursuant to the provisions for the purposes of Chapter 351A of the Code of Iowa, or humanely euthanized and disposed of. In the event that the owner is not willing to accept service by certified mail or by personal service, then, after a period of seven days following the attempt to make service on the owner, the animal control personnel shall have the right and duty to dispose of said animal in the manner provided for by the City.~~

~~76.~~ If a pet animal is not licensed, and if the owner is unknown, it shall be the duty of the City to keep the animal impounded for seven-three days ~~from the date that the animal is first picked up~~, and then said animal may be disposed of as provided for in this section.

~~87.~~ The registry of impounded pet animals ~~not wearing a license tag when impounded~~ shall be available during reasonable hours for inspection by owners.

~~98.~~ Any animal not redeemed after the expiration of the ~~holding impoundment~~ period may be adopted out or humanely euthanized.

~~109.~~ Notwithstanding the provisions of this section concerning holding periods, the Police Chief may humanely euthanize any unlicensed impounded animal if the animal is feral and/or dangerous to the safety of humans or other animals, if the animal is suffering from serious injury or disease, or if the designated shelter area is at capacity.

~~110.~~ Any animal impounded pursuant to this section may be redeemed upon payment of all redemption fees. ~~In addition, any unlicensed dog or cat must be licensed at the time of redemption.~~ Animals impounded due to suspected neglect or mistreatment shall not be redeemed by their owners or caretakers without first being subject to dispositional proceedings in accordance with Iowa Code § 717B.4, as amended.

~~1211.~~ Any dog or cat running at large during rabies quarantine shall be immediately impounded by the City and kept at the animal shelter for the remainder of the quarantine at the owner's or custodian's expense.

**SECTION 2. AMENDMENT.** Section 55.18 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

55.18 REDEMPTION FEES OF IMPOUNDED ANIMALS.

~~1. The owner of any animal impounded pursuant to this chapter may redeem such animal upon proof of current license and rabies inoculation, payment of the redemption fee and payment of all costs and charges incurred by the City or the agency authorized by the City to impound such animal, including costs of maintenance of said animal.~~

~~2. All dogs and cats impounded by the City which do not have traceable identification shall have a microchip identification implanted permanently into the animal prior to redemption. 1. Any animal may be redeemed by payment of the redemption fees, which include applicable fees, penalties, and recoverable expenses. The redemption fees for any animal other than a dog or cat are calculated in the same manner as for a dog or cat, plus reimbursement of any expenses incurred by the City that are not included or contemplated herein.~~

~~2. Any dog or cat impounded pursuant to the provisions of this chapter, when all conditions have been met for release, may be redeemed upon payment of any fees, penalties, and any recoverable expenses incurred by the City and upon proof of a current license and proof of a current rabies vaccination or written agreement to present such proof within 30 days.~~

~~3. The redemption fees shall be established from time to time by resolution of the City Council, for a dog is \$25.00 for each dog plus an additional fee of \$10.00 for each 24-hour period or portion thereof during which such dog is retained by the impounding agency. The redemption fee for a dog redeemed a second or a third time in any 12-month period shall be \$35.00 and \$55.00, respectively, plus an additional fee of \$10.00 for each 24-hour period or portion thereof during which such dog is retained by the impounding agency.~~

~~4. Recoverable expenses incurred include but are not limited to trip fees of \$25.00 for a regular response and \$50.00 for an emergency response and reasonable veterinary expenses incurred by the City.~~

~~54.~~ All fees and expenses payable under this section shall be made payable to the City of North Liberty.

Commented [RH1]: Do we have an accompanying resolution prepared?

Commented [GL2R1]: No, but we'll want something to accompany the third reading for sure

~~65.~~ Fees for the boarding of pet animals impounded by the City shall be based upon the agreement with the ~~owner of the pound~~ [impounding agency](#). The charges established pursuant to this subsection shall be in addition to any fine or penalty that may be enforced against the owner.

~~76.~~ If a pet animal four months of age or older which is unlicensed is impounded, the person to whom the animal is released shall purchase a license, if applicable, for such animal and show proof of current rabies vaccination or purchase a rabies vaccination in order to obtain the release of the animal.

**SECTION 3. AMENDMENT.** Paragraph 6 of Section 57.05 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

6. ~~If a~~ [An](#) owner or caretaker of any dog declared potentially dangerous ~~is~~ found to be in violation of this chapter, ~~is willfully in violation or is unable to meet the requirements of this chapter, the potentially dangerous dog~~ shall be automatically escalated to a classification ~~classified~~ [of as](#) a dangerous dog and ~~ordered to confine the animal according to the provisions of Section 57.06 shall apply. The owner or caretaker of the dog shall be notified of the classification in writing. Failure to abide by this section shall result in an additional order in writing to safely remove the dog from the City or humanely destroy the animal within 10 days.~~

**SECTION 4. AMENDMENT.** Paragraph 9 of Section 57.06 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

9. ~~If a~~ [An](#) owner or caretaker of any dog declared dangerous ~~is~~ [pursuant to Section 57.03 or classified as dangerous pursuant to Section 57.05](#) found to be in violation of this chapter, ~~is willfully in violation or is unable to meet the requirements of this chapter, the owner or caretaker~~ shall be ordered in writing to safely remove the dog from the City, or ~~to~~ [humanely destroy the animal within 10 days. If after ten days the owner or caretaker has not complied, the City is authorized to seize and impound the dog. Dogs so impounded may be redeemed only if they are removed from the City. Such dogs not redeemed shall be humanely euthanized.](#)

**SECTION 5. AMENDMENT.** Paragraph 11 of Section 57.01 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

11. "Proper Leashing" of a dangerous or potentially dangerous dog means the dog shall not be permitted to go outside a proper enclosure, as defined in Section 57.05(1) or Section 57.06(1) of this chapter, unless ~~wearing a properly fitted Martingale (limited-slip) collar or its equivalent, as determined by a veterinarian,~~ [and](#) secured on a leash no longer than six (6) feet in length that is under the actual



physical control of a person eighteen (18) years of age or older who has the physical ability to restrain the dog. When a dangerous dog is not securely confined or caged for transportation, a muzzle shall be placed on the dog.

**SECTION 6. AMENDMENT.** Section 56.02 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

56.02 FEES.

~~Annual~~ License fees and penalties for cats and dogs shall be set by resolution by the City Council. Senior rate (for persons age 62 and over), if applicable, will eliminate the above fee for one license for a neutered or spayed animal. The City shall ~~honor the request by a blind person, hearing impaired person, or physically disabled person not to be charged~~ waive its licensure fee to license his or her upon request for trained service animals, as defined by the Americans with Disabilities Act. Any person who, for the reason of securing a cat or dog license, falsely represents whether the cat or dog is spayed or neutered or non-spayed or non-neutered shall be in violation of this section.

**SECTION 7. REPEALER.** All Ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**SECTION 8. 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 9. 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 10. WHEN EFFECTIVE.** This Ordinance shall be in effect from and after its final passage, approval and publication as provide by law.

First reading on \_\_\_\_\_.

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

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

**CITY OF NORTH LIBERTY**

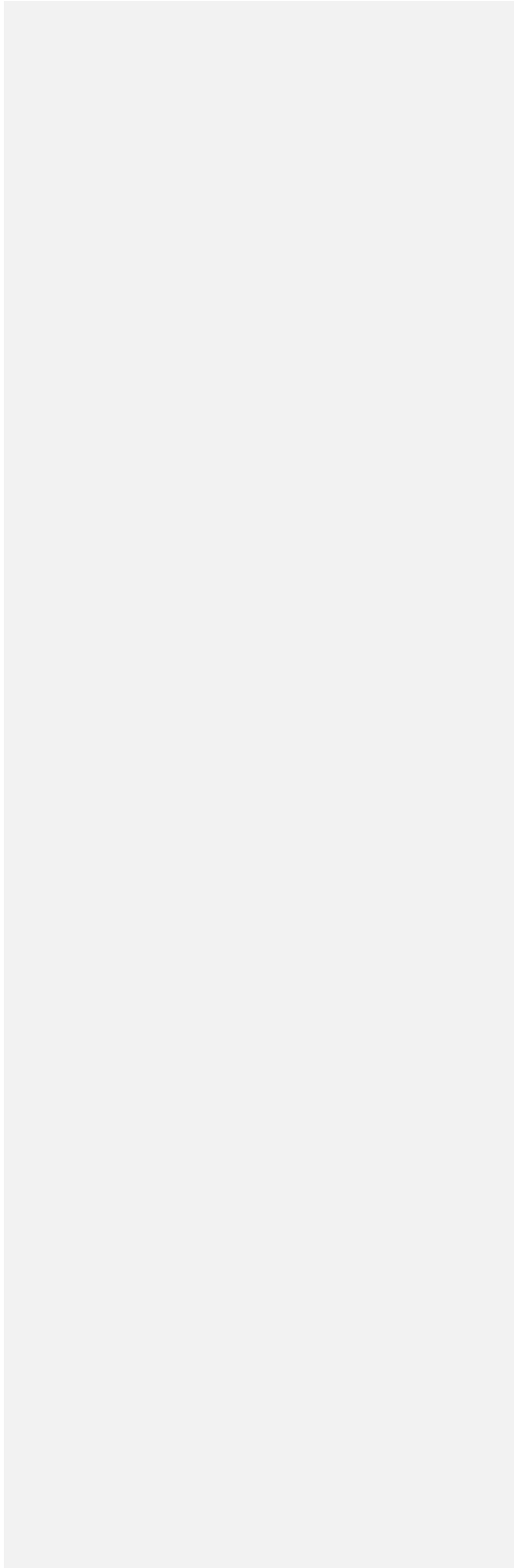
\_\_\_\_\_  
Chris Hoffman, MAYOR

ATTEST:

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

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

I certify that the forgoing was published as Ordinance \_\_\_\_\_ in the *Cedar Rapids Gazette* on \_\_\_\_\_.



**Ordinance 2023-04**

**AMENDING CHAPTERS 55, 56, AND 57 OF THE CODE OF ORDINANCES OF THE CITY OF NORTH LIBERTY, IOWA, CONCERNING PROCEDURES FOR IMPOUNDMENT AND REDEMPTION OF IMPOUNDED ANIMALS, COMPLIANCE REQUIREMENTS FOR DANGEROUS DOGS, AND LICENSURE OF SERVICE ANIMALS**

**BE IT ENACTED** by the City Council of the City of North Liberty, Iowa:

**SECTION 1. AMENDMENT.** Section 55.17 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

55.17 IMPOUNDMENT.

1. Any pet animal found in violation of the provisions of this chapter may be impounded by the City. Animals subject to impoundment shall be held temporarily on City property until transferred to and impounded at a shelter or pound as described in Section 55.20. Animals held by the City shall be transferred for impoundment as soon as is practicable and reasonable under the circumstances. Animals are considered impounded for the purposes of this Chapter when they are loaded onto a vehicle for transport to the shelter or pound.

2. The City may impound any animal that is doing any act prohibited by City ordinance, or which is believed to be a threatened animal within the meaning of Iowa Code §717B.1 as amended, or when the animal is found to be sick, injured, or dead.

3. The City may impound any animal if, upon taking its owner or custodian into custody for any lawful reason, no other person or party can be readily found to provide appropriate and adequate care and supervision to the animal. In such instances, the person in custody shall be notified of the impoundment.

4. The person authorized to impound pet animals, upon receiving any pet animal, shall make a complete registration for such animal, entering the date, species, breed, color, and sex of such animal, any tattoo number or other special characteristics, and whether licensed. If such animal is licensed, said person shall enter the name and address of the owner and the number of the license tag. Not later than two days after the impounding of any pet animal, the owner, if known, shall be notified of such impoundment.

5. The City shall keep all animals impounded pursuant to this chapter for a period of three (3) calendar days after the owner has been notified, in writing, of the

impoundment, which notice shall be given to the animal owner by personal delivery, electronic mail, or by U.S. mail. U.S. mail is deemed completed four (4) days after the notice is deposited in the mail and postmarked for delivery. Electronic mail is deemed completed twenty-four (24) hours after it is sent. After such time period has expired and the owner has failed to claim and redeem any such impounded animal, such animal may be disposed of as provided for in this Chapter. This provision does not apply to stray animals for which the owner is unknown.

6. If a pet animal is not licensed, and if the owner is unknown, it shall be the duty of the City to keep the animal impounded for three days, and then said animal may be disposed of as provided for in this section.

7. The registry of impounded pet animals shall be available during reasonable hours for inspection by owners.

8. Any animal not redeemed after the expiration of the impoundment period may be adopted out or humanely euthanized.

9. Notwithstanding the provisions of this section concerning holding periods, the Police Chief may humanely euthanize any unlicensed impounded animal if the animal is feral and/or dangerous to the safety of humans or other animals, if the animal is suffering from serious injury or disease, or if the designated shelter area is at capacity.

10. Any animal impounded pursuant to this section may be redeemed upon payment of all redemption fees. Animals impounded due to suspected neglect or mistreatment shall not be redeemed by their owners or caretakers without first being subject to dispositional proceedings in accordance with Iowa Code § 717B.4, as amended.

11. Any dog or cat running at large during rabies quarantine shall be immediately impounded by the City and kept at the animal shelter for the remainder of the quarantine at the owner's or custodian's expense.

**SECTION 2. AMENDMENT.** Section 55.18 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

**55.18 REDEMPTION OF IMPOUNDED ANIMALS.**

1. The owner of any animal impounded pursuant to this chapter may redeem such animal upon proof of current license and rabies inoculation, payment of the redemption fee and payment of all costs and charges incurred by the City or the agency authorized by the City to impound such animal, including costs of maintenance of said animal.

2. All dogs and cats impounded by the City which do not have traceable identification shall have a microchip identification implanted permanently into the animal prior to redemption.
3. Redemption fees shall be established from time to time by resolution of the City Council.
4. All fees and expenses payable under this section shall be made payable to the City of North Liberty.
5. Fees for the boarding of pet animals impounded by the City shall be based upon the agreement with the impounding agency. The charges established pursuant to this subsection shall be in addition to any fine or penalty that may be enforced against the owner.
6. If a pet animal four months of age or older which is unlicensed is impounded, the person to whom the animal is released shall purchase a license, if applicable, for such animal and show proof of current rabies vaccination or purchase a rabies vaccination in order to obtain the release of the animal.

**SECTION 3. AMENDMENT.** Paragraph 6 of Section 57.05 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

6. If an owner or caretaker of any dog declared potentially dangerous is found to be in violation of this chapter, the potentially dangerous dog shall be automatically classified as a dangerous dog and the provisions of Section 57.06 shall apply. The owner or caretaker of the dog shall be notified of the classification in writing.

**SECTION 4. AMENDMENT.** Paragraph 9 of Section 57.06 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

9. If an owner or caretaker of any dog declared dangerous pursuant to Section 57.03 or classified as dangerous pursuant to Section 57.05 is found to be in violation of this chapter, the owner or caretaker shall be ordered in writing to safely remove the dog from the City, or to humanely destroy the animal within 10 days. If after ten days the owner or caretaker has not complied, the City is authorized to seize and impound the dog. Dogs so impounded may be redeemed only if they are removed from the City. Such dogs not redeemed shall be humanely euthanized.

**SECTION 5. AMENDMENT.** Paragraph 11 of Section 57.01 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

11. "Proper Leashing" of a dangerous or potentially dangerous dog means the dog shall not be permitted to go outside a proper enclosure, as defined in Section 57.05(1) or Section 57.06(1) of this chapter, unless wearing a properly fitted Martingale (limited-slip) collar or its equivalent, as determined by a veterinarian, and secured on a leash no longer than six (6) feet in length that is under the actual physical control of a person eighteen (18) years of age or older who has the physical ability to restrain the dog. When a dangerous dog is not securely confined or caged for transportation, a muzzle shall be placed on the dog.

**SECTION 6. AMENDMENT.** Section 56.02 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

**56.02 FEES.**

License fees and penalties for cats and dogs shall be set by resolution by the City Council. Senior rate (for persons age 62 and over), if applicable, will eliminate the above fee for one license for a neutered or spayed animal. The City shall waive its licensure fee upon request for service animals, as defined by the Americans with Disabilities Act. Any person who, for the reason of securing a cat or dog license, falsely represents whether the cat or dog is spayed or neutered or non-spayed or non-neutered shall be in violation of this section.

**SECTION 7. REPEALER.** All Ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**SECTION 8. 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 9. 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 10. WHEN EFFECTIVE.** This Ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on February 28, 2023.

Second reading on March 14, 2023.

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

**CITY OF NORTH LIBERTY**

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CHRIS HOFFMAN, MAYOR

ATTEST:

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

---

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance Number 2023-04 in the *Cedar Rapids Gazette* on \_\_\_\_\_.

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TRACEY MULCAHEY, CITY CLERK



# **Additional Information**





Accelerating Iowa Business

## EDC 2022 Stakeholder Report

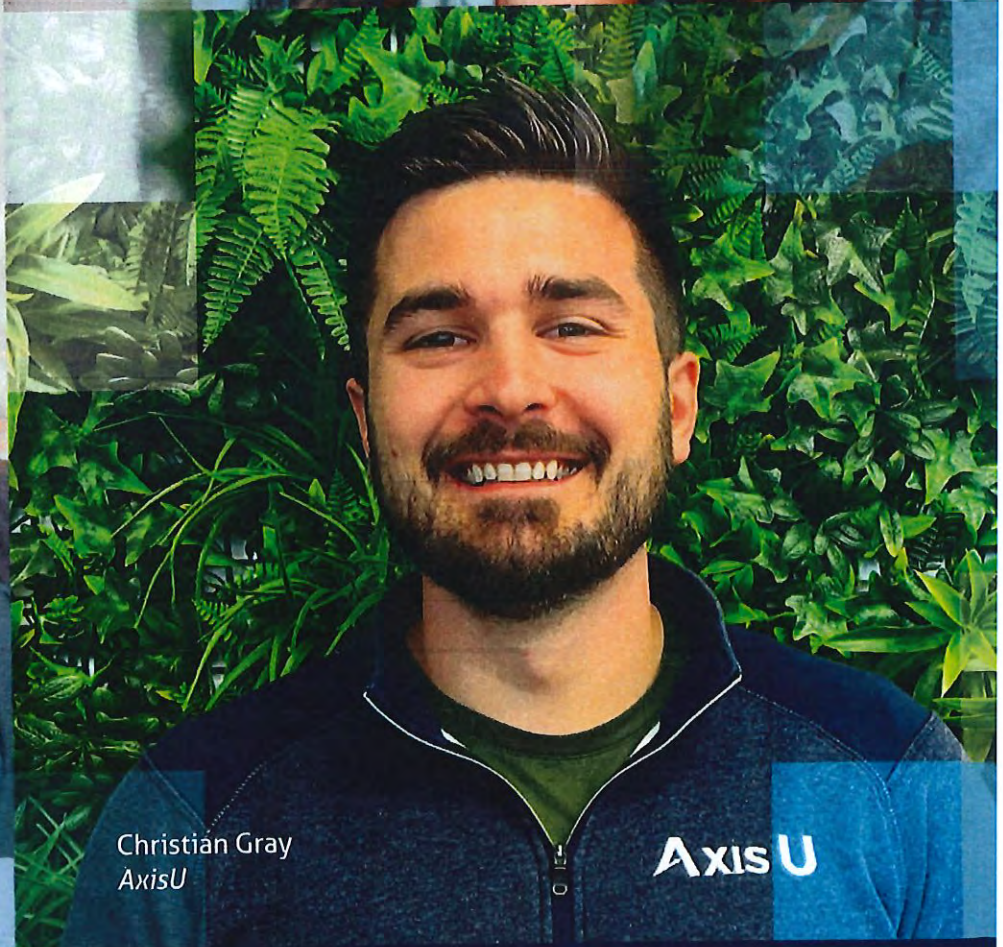
*Driving economic growth through the creation and expansion of high-impact Iowa businesses.*



Andrea Stewart  
*Learning Couture*



Alli Zimmermann  
*Foundations in Learning*



Christian Gray  
*AxisU*

**Axis U**





## EDC Stakeholder Report 2022

Dear EDC Stakeholder,

As I write this letter, we are well into EDC's 20th year in operation. From an idea spawned at a chamber board meeting in 2003, EDC has arguably evolved into the most effective entrepreneurial support organization in Iowa. Effectiveness, in this case, measured in actual economic impact, not activities, programs and events. Economic impact measured as capital raised and employed, revenue growth, and growth in payroll. And the metrics from interstate commerce businesses that generate economic indicators with new talent and money brought to Iowa.

The statistics provided in this report were compiled from a subset of the businesses EDC has supported over time, meaning that actual numbers are underreported. The bandwidth required to secure the impact data has always competed with the actual support of our entrepreneurs, and year-to-year the entrepreneurs have always come first. As an organization that measures its own success directly on the success of those we support, our priorities have been consistently aligned since our inception.

What separates EDC from other programs, is the ability to cause needed change to occur. When I first started EDC, with a strong, diversified background in business creations and growth, I assumed that if you provided sound, experienced advice to less experienced entrepreneurs, those entrepreneurs would heed the advice and act on it. That assumption is at the core of why most programs fail to create measurable economic results. Advice that is not understood, not relevant to the moment, not asked for, and even not trusted, may be right, but it goes unused. Worse yet, wrong advice that is acted upon is even more damaging. Providing relevant, sound advice, implementing a hands-on approach to show and do rather than simply tell, and ultimately gaining the trust needed to see proper guidance put into practice, is the holy grail of entrepreneurial support, and it is extremely hard work.

Along with challenging work comes the responsibility for directly impacting people's lives. Over our history, the EDC team has been comprised of experienced, committed individuals that have also cared greatly about the success of those we have served. They understand their guidance makes the difference between success and failure, and therefore all such guidance, and the related results, must be personally owned by each staff member.

I am proud of the impact this organization has had on Iowa's entrepreneurs as well as Iowa's overall vitality. I am proud that our team has engaged selflessly, seeing others' success as their own reward. For nearly 20 years, we have consistently remained focused on our mission. I am very thankful for the private and public donors that continually fuel our ability to do what we do.

Sincerely,

Curtis R. Nelson  
President & CEO

### LEADER LEVEL





**NOT**  
*without*  
**EDC**



**"As 2022 comes to a close,** VMT has 33 employees, a highly qualified CEO, expanded trials in India, Germany, Asia and the US for both of our cancer fighting therapeutics, first in-human positive data, and the purchase of a new building in Coralville for the continued expansion of our team. The path to where we are today, from validated science in a research setting in 2016, has been an incredible journey. This journey has required more than \$40 million in capital, with more than half of that capital needing to come in the form of investor equity. That process required experience and expertise that we truly had none of, which is why we engaged the team at EDC, who did have the experience, connections, and hands-on capability to make us street worthy.

From 2016 – 2022, EDC invested over 1,200 hours building financial proformas, vetting investor presentations, chairing our board of directors, building a Private Placement Memorandum (PPM), securing investors, and providing, sometimes daily, fractional CEO guidance to our team.



I can honestly say that without EDC, there is no way our business would have been successful in Iowa. Without the experience and diligent engagement of Curt and his team, no matter the time of day, or day of the week, we would have failed to raise the money, or money would have forced us to move out of Iowa.



**Frances Johnson, MD**  
Co-founder

### Client Update

Viewpoint and Isoray, Inc., (Richland, WA) announced the successful completion of a merger between the two companies in early February 2023. The combined companies' focus will be the advancement of cancer treatments using radiation, radiopharmaceuticals, and imaging technologies so that precision, targeted medical doses are delivered directly to cancer patient tumor sites. Viewpoint has been one of the top five most intensive engagements in EDC's history and has the potential to provide significant economic impact for Iowa.

**CHAMPION LEVEL**

Logos of partner organizations: TrueNorth Insurance and Financial Strategies, RSM, CRST INTERNATIONAL, ufg, FARMERS STATE BANK FSB, GreenState CREDIT UNION, KING'S MATERIAL INC., SKOGMAN COMPANIES, BRADLEY & RILEY PC ATTORNEYS AND COUNSELORS CEDAR RAPIDS - IOWA CITY, North Liberty, BankersTrust, SIMMONS PERRINE MOYER BERGMAN PLC, and Shuttleworth & INGERSOLL.



**NOT**  
*without*  
**EDC**



**"We initially met the EDC team** when we were growing our first business, Active Grade, in 2011. At that time, we truly didn't understand what we did and did not know, and we passed on working with the team. When we started Pear Deck in 2014, it was clear that we were going to need help, and we quickly recognized the value that their team could bring to our organization. EDC engaged hands-on and immediately became a part of our team; helping with our business plan, hiring and developing talent, raising multiple rounds of seed capital, and getting the business to a place where it could scale successfully. They then assisted us through a Series A raise and their direct engagement increased. Curt helped me manage our new board of directors and related board meetings, and he stepped in to act as co-CEO of the business to help me better succeed in that role.

Curt helped me manage our new board of directors and related board meetings, and he stepped in to act as co-CEO of the business to help me better succeed in that role. He also stepped in as our VP of Sales for well over a year - hiring and developing a highly successful sales team.

Total Hrs.  
**879.25**

He also helped coach our leadership team, and stepped in as our VP of Sales for well over a year - hiring and developing a highly effective sales team. The number of things EDC did to ensure our success is too long to list. We would not have been as successful as we were without the team of EDC engaging with us every step of the way.



Riley-Eynon Lynch  
Co-founder & CEO

### Iowa Impact

Pear Deck was purchased by Go Guardian in 2020. Representing one of the largest investor returns in Iowa history, over \$100 million will flow back into Iowa's economy, with both investors and founders investing more deeply in Iowa's sustainability.

#### PARTNER LEVEL





## 2022 Impact



**106**

# of Businesses Supported



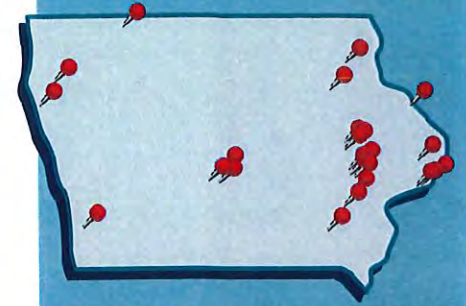
**\$323M**

Revenue Growth Generated



**\$19M**

Capital Raised & Employed



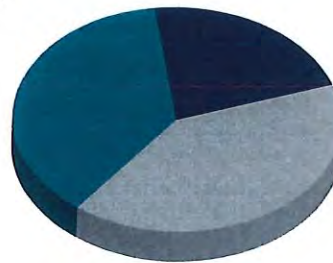
### Client Locations

- Ankeny
- Bettendorf
- Cedar Rapids
- Clermont
- Clive
- Coralville
- Davenport
- Des Moines
- DeWitt
- Dubuque
- Fairfield
- Glenwood
- Hiawatha
- Iowa City
- Le Claire
- Le Mars
- Marion
- North Liberty
- Oelwein
- Riverside
- Sioux City
- Solon
- Spirit Lake
- Washington

### Active Clients

EDC supported 32 clients in Q4 at the following stages:

- 12** Start-ups or pre-revenue clients seeking assistance with marketing, business planning and capital raising
- 13** Early-stage clients seeking growth and capital assistance
- 7** Well-established clients seeking growth or restructuring assistance



■ Start-ups / Pre-Revenue  
■ Early-Stage  
■ Well-Established

### 2022 Client Impact

The table below depicts the economic impact of EDC's clients in 2022, as well as total numbers since the program's launch in 2003.

Impact	ANNUAL 2022	TO DATE 2003-2022
Number of businesses supported	106	1,337
New revenue generated	\$323M	\$3.3B
Capital raised	\$19M	\$826M
Net direct jobs added	314	3,587
Average wage	\$72k	\$73k
New payroll created	\$83M	\$851M
Total impact	\$340M	\$4.9B

### COLLABORATOR LEVEL





"As an early-stage startup, it's been necessary for all of our team members to wear many different hats. Because of this, we often lack the expertise in some key business functions, such as sales and marketing. This is exactly where EDC has been able to help our team. From guiding us through the process of bringing on the right sales team member, to preparing for an upcoming trade show, the team at EDC has been great to work with."

Ryan Glick, Co-founder, Groov



"Curt and the EDC team advised on our growth strategy and financial raise. They were very helpful in understanding the local and national landscape and available resources."

Alli Zimmermann, CEO, Foundations in Learning



"The EDC team always feels like an extension to our staff, and is quick to provide support for multiple areas that we need as we prepare to scale the business."

Jason Wonase, Founder & CEO, Collective Data



Accelerating Iowa Business

230 2nd St. SE, Suite 212 • Cedar Rapids, IA 52401  
319-369-4955 • www.edcinc.org



## 2023 EDC BOARD

EXECUTIVE COMMITTEE

Jon Dusek (Chair)  
Armstrong Development  
Jim Haddad (Past Chair/Sec/Treasurer)  
Haddad Consulting Services  
William McCartan  
Bradley & Riley PC  
Steve Schoenauer  
RSM US LLP  
Charles Rohde  
Kings Materials

Kim King, Alliant Energy  
Kris Gulick  
Kris Gulick, CPA/EdgeData  
David Hensley  
University of Iowa, JPEC  
Larry Helling  
Cedar Rapids Bank & Trust  
Bruce Lehrman, Involta  
Terry Sullivan, Linn County REC  
Pat Diegnan, BankIowa

Aaron Friederich  
GreenState Credit Union  
Ian Smith, Hillcrest Holdings  
Dr. Lori Sundberg  
Kirkwood Community College  
Hunter Skogman, Skogman Real Estate  
Brian Bergstrom  
Shuttleworth & Ingersoll  
Chad Pelley, Ahmann Companies  
Tom DeBoom  
Simmons Perrine Moyer Bergman  
Nancy Lowenburg, US Bank  
Bryant Andrus, State Bird Capital  
Sarah Gorsh, United Fire Group  
Tim Kintner, Ohnward Bank & Trust  
Dennis Jordan, Alliant Energy

### MEMBER LEVEL

