



**North Liberty City Council
Regular Session
December 12, 2023**



City Administrator Memo



To **Mayor and City Council**
 From **Ryan Heiar, City Administrator**
 Date **December 8, 2023**
 Re **City Council Agenda December 12, 2023**

Oath Of Office

City Clerk Tracey Mulcahey will administer the oath of office to Councilors-elect Brian Leibold and Paul Park and incumbent City Councilor Brent Smith for their terms starting January 1, 2024.

Consent Agenda

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

- City Council Minutes (11/28/23)
- Claims
- Pay Application #6, City Hall Project, City Construction, \$1,524,221.76
- Pay Application #28, Ranshaw Way Phase 5 Improvements, Peterson Contractors, Inc., \$18,350.70
- Pay Application #6 and Final Acceptance, Community Center Roof Project, T&K Roofing Co., \$26,795.06
- Liquor License Renewals
 - Johncy's Liquor Store
 - Reds Alehouse
- Tobacco Permit - Urban Fuel (change of ownership)

Meetings & Events

Tuesday, Dec 12 at 6:30p.m.
City Council

Tuesday, Dec 18 at 7:00p.m.
Library Board

Monday, Dec 25
Christmas Holiday - **City Offices Closed**

Tuesday, Dec 26
Christmas Holiday - **City Offices Closed**

Friday, Dec 29
New Year Holiday - **City Offices Closed**

Monday, Jan 1
New Year Holiday - **City Offices Closed**

Tuesday, Jan 2 at 6:30p.m.
Planning Commission

Tuesday, Jan 9 at 6:30p.m.
City Council

Note: There will be no second Council meeting in December.

FY25 Budget Framework & Guidance

In preparation for the FY25 budget, staff will facilitate a discussion outlining various budget challenges and opportunities, recently completed, ongoing and potential upcoming projects, and a snapshot of the status of the Council approved goals. The intent of this agenda item is to confirm that the City's budget direction is on target, and to get ahead of any new projects or programs, if any, the Council would like to consider. No action is being requested regarding this agenda item.

Parks & Recreation Commission Appointments

Mayor Hoffman is recommending appointment of Donglin Chai and Nicholas Arnold to fill two recently vacated seats on the Parks and Recreation Commission. These appointments, once approved, will take effect immediately.

Fox Run Pond Park Project

The bidding environment remains strong with ten bids received for the Fox Run Park project. The project includes grading, trail and playground border construction and installation of benches and trash receptacles. Bids ranged from \$172k to 301k, with the low bid submitted by Dennis Spencer Construction out of Iowa City in the amount of \$172,500.05. The engineer's estimate for this project is \$266,105. A bid tabulation and letter of recommendation can be found in the packet. Staff and Shive Hattery recommend awarding the contract to Dennis Spencer Construction. This project is anticipated to begin in July, with the playground installed in August and final completion in November 2024.

Street Maintenance Facility Project

The Street Maintenance Facility remodel project also received 10 bids, ranging from \$608 k to \$683k. The engineer's estimate was \$560k. A bid tabulation and letter of recommendation can be found in the packet. The bid package includes a bid alternate to automate the building controls system; however, given the higher than anticipated bids, staff is recommending not to proceed with the automation project. The low bid of \$608,000 was submitted by Peak Construction. Staff and Shive Hattery recommend award of the contract, and not including the bid alternate, to Peak Construction.

December Payables

With no second Council meeting scheduled for December, staff is seeking authorization to pay bills that may incur a late fee before the January 9 meeting. Staff recommends approval of a resolution authorizing the payment of certain bills in the month of December.

Centennial Park, Urban Renewal Loan Agreement

Unfortunately, the previously approved public hearing notice to enter into a loan agreement for Centennial Park was published one day too early, thus not meeting the publication requirements described in the Iowa Code. The resolution on the agenda is setting a new public hearing date for January 9. Following the public hearing at the January 9 meeting, the Council will be asked to consider a resolution that allows the City

to enter into a loan agreement for the Centennial Center Next Stage Project at a later date. As with most of the City's projects, borrowing occurs after the project is completed. The steps outlined above will allow the City to take appropriate actions for financing the Centennial Center Next Stage Project before the project starts so that borrowing can occur without issue.

Diamond Dreams Agreement

In April of 2020, the City Council approved a 5-year TIF rebate agreement with Diamond Dreams, not-to-exceed \$320k, with the first payment to be made in June of 2023. As a result of construction being delayed, the building was not fully assessed until 2022 (tax year 2024) so staff did not issue a rebate in June of 2023. The City's bond counsel, Dorsey and Whitney, is recommending the Council update the agreement to move the term from June 2023-June 2027 to June 2024 – June 2028. To be clear, this does not change the number of years or the amount of the rebate, only when the rebate starts and stops. Staff recommends approval of the amended agreement.

Forevergreen Road Signalization Project

The City has reached an agreement with Bowman Property LLC for the acquisition of right-of-way needed for the Forevergreen Signalization Project. The purchase price is consistent with the just compensation approved for the parcel in question by the Council during its meeting on November 28. Staff recommends approval.

Solomon's Landing Final Plats

The **Part Four** final plat is a one-lot subdivision, which would allow for the second phase of the Emory Place multiple-residence development in 2024. No public improvements are proposed with this plat (Hayes Ln has already been constructed and accepted by the City). Notably, development of this lot is conditioned upon the construction and acceptance of Saratoga Place and the installation of the traffic signals at West Penn St. The only item remaining for completion and City acceptance is an electrical component to operate the traffic signals. The approval of this plat does not circumvent the requirement for acceptance; however, the developer maintains it is necessary to transfer the property to Emory Place developer. The final plat is consistent with the approved preliminary plat. Staff recommends approval of the final plat.

Pratt Real Estate Management, Inc. has also requested final plat approval for Solomon's Landing **Part Two**, a residential subdivision of 2.38 acres, west of N. Jones Blvd and south of 240th St. The proposed final plat conforms with all of the requirements set forth in in the Code, and the Developer has executed a Surety Agreement and obtained an

irrevocable letter of credit in favor of the City to ensure the timely installation of all required public improvements. Staff recommends approval.

Franchise Fee Ordinance, Final Reading

The proposed language within this ordinance amendment increases the franchise fee amount on customer's gas and electric bills from 2% to 3%. The revenue purpose statement remains the same, which states that all revenue generated be invested in:

- The repair, remediation, restoration, cleanup, replacement, and improvement of existing public parks, park facilities, and trail structures within the City of North Liberty;
- The construction, reconstruction, or repair of public park grounds and trails within the City of North Liberty, and the acquisition of real estate needed for such purposes.

The 1% increase is being requested to help pay for the Centennial Park: Next Stage Project. Below is the most recent Franchise Fee Model, estimating the additional revenue and identifying upcoming projects. While the bulk of money is intended for Centennial Park, there are dollars allocated for other community parks projects in future years. This model was developed during the FY24 budget discussions and is likely to change as the FY25 budget is developed.

	FY22	FY23	FY24	FY25	FY26	FY27	FY28
	Actual	Actual (unaudited)	Budget	Estimated	Estimated	Estimated	Estimated
Revenues							
Alliant Energy	\$ 169,656	\$ 182,567	\$ 230,491	\$ 279,355	\$ 282,148	\$ 284,970	\$ 287,820
Linn County REC	\$ 15,388	\$ 15,763	\$ 20,701	\$ 244,461	\$ 246,906	\$ 249,375	\$ 251,869
MidAmerican Energy	\$ 67,604	\$ 18,773	\$ 149,958	\$ 181,741	\$ 183,558	\$ 185,393	\$ 187,247
Total Revenues	\$ 352,649	\$ 461,103	\$ 582,143	\$ 705,557	\$ 712,612	\$ 719,738	\$ 726,936
Expenditures							
Projects*							
Babe Ruth Field backstop		\$ 60,000					
Babe Ruth Field concessions Phase I		\$ 25,000					
Centennial Park ADA playground							
Plein Meadows parking repair/repair factor		\$ 250,000					
Plein Meadows parking expansion		\$ 130,000					
Centennial Park			\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	
Fox Run Pond Park playground			\$ 238,000				
Broadmoor Park new park walk trail				\$ 100,000			
Trail Lighting				\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Fox Run Neighborhood Park playground					\$ 90,000		
Plein Meadows Tennis parking expansion					\$ 38,000		
Quail Ridge Park parking expansion					\$ 75,000		
Barneslaw House outdoor fitness equipment						\$ 60,000	
Red Fern Dog Park gift equipment						\$ 65,000	
Fox Valley playground							\$ 200,000
Freedom Park new park walk trail							\$ 87,000
Total Expenditures	\$ -	\$ 465,000	\$ 838,000	\$ 659,000	\$ 751,000	\$ 675,000	\$ 337,000
Net Change in Fund Balance	\$ 352,649	\$ (3,897)	\$ (255,857)	\$ 46,557	\$ (38,388)	\$ 44,738	\$ 389,936
Beginning Fund Balance	\$ -	\$ 352,649	\$ 348,752	\$ 92,894	\$ 139,451	\$ 101,063	\$ 145,802
Ending Fund Balance	\$ 352,649	\$ 348,752	\$ 92,894	\$ 139,451	\$ 101,063	\$ 145,802	\$ 535,738

Fats Oil Grease Ordinance, Final Reading

The Iowa Plumbing Code requires the installation of grease interceptors for the kitchens of restaurants, nursing homes, schools, hospitals and other facilities from which grease can be expected to be discharged. The City Code has, since 2017, specified certain maintenance requirements for those devices, required logs be kept for device maintenance and grease hauling activities, and required grease haulers to file electronic manifests with the City. The proposed ordinance amendment further limits the amount of grease which may be discharged into the City sewer, codifies the “25% rule” to provide clarity on maintenance requirements, creates a unique identifier for each grease interceptor device to allow for more effective tracking of maintenance, implements a permit requirement and permit fee, and sets forth specific penalties for noncompliance. Further, this ordinance will eliminate the possibility of the business trying to maintain their own interceptor and will require a professional service to complete the inspection and required maintenance.

Storm Water Utility Fee Ordinance (Amended), Final Reading

The City has had a Storm Water Utility ordinance and fee in place since 1999. The user fee was \$1.00/utility customer for the first year and was doubled to \$2.00 in 2000. Since that time, the fee has remained the same. North Liberty’s storm water fee structure is outdated and not considered a best practice. Staff is proposing a revised structure that assesses a fee based on the amount of impervious surface contained on a property. The new rate structure is defined in the ordinance and is identical to what was provided to Council in a September 7, 2023 memo (included in packet). A recap of the rates are as follows:

Rate Structure

	Current Rate	Rate for first ERU			Rate/Additional ERU		
		Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
Single-Unit, Two-Unit & Townhomes	\$ 2.00	\$ 3.00	\$ 4.00	\$ 4.00	n/a	n/a	n/a
Multi-Unit & Manufactured Homes	\$ 2.00	\$ 2.50	\$ 3.00	\$ 3.00	n/a	n/a	n/a
Mix Used, Residential	\$ 2.00	\$ 2.25	\$ 2.50	\$ 2.50	n/a	n/a	n/a
Commercial & Industrial	\$ 2.00	\$ 3.00	\$ 4.00	\$ 4.00	\$ 0.33	\$ 0.66	\$ 1.00

Customers with the most impervious pavement will see the greatest impact on their monthly bill. Below is a list of the top ten properties in terms of largest amounts of impervious surface, also identifying the anticipated monthly cost using the proposed rate structure.

Address	Description	Impervius Surface Area (SF)	Total ERU's	Current Monthly Cost	Proposed	Proposed	Proposed
					Monthly Cost (YEAR 1)	Monthly Cost (YEAR 2)	Monthly Cost (YEAR 3)
720 Alexander Way	Whirlpool	1,306,978	373.42	2.00	\$ 125.90	\$ 249.80	\$ 376.42
1400 S Dubuque St	Liberty High School	1,225,043	350.01	2.00	\$ 118.17	\$ 234.35	\$ 353.01
901 Heartland Way	Heartland Express	651,333	186.10	2.00	\$ 64.08	\$ 126.16	\$ 189.10
1425 W Penn St	LL Pelling	509,859	145.67	2.00	\$ 50.74	\$ 99.48	\$ 148.67
1, 970 & 972 Centro Way	Centro	430,187	122.91	2.00	\$ 43.23	\$ 84.46	\$ 125.91
2875 W Penn St	Frontier Distribution, LLC	396,969	113.42	2.00	\$ 40.10	\$ 78.20	\$ 116.42
180 E Forevergreen Rd	North Central Junior High	312,907	89.40	2.00	\$ 32.17	\$ 62.35	\$ 92.40
395 Herky St	JM Swank	288,231	82.35	2.00	\$ 29.85	\$ 57.69	\$ 85.35
1125 240th St	NIS, LLC	268,719	76.78	2.00	\$ 28.01	\$ 54.01	\$ 79.78
2870 Stoner Ct	Frontier Distribution, LLC	258,230	73.78	2.00	\$ 27.02	\$ 52.03	\$ 76.78

Since the November 14 meeting, staff has increased efforts to make the public aware of the proposed rate structure. The Community Relations team has posted information to the City's website, included information to subscribers of the City's email blasts, sent direct mailings with specific account information to customers with 100k square feet or more of impervious surface, and reached out to Greater IC to assist with potential business inquiries.

Note: The City Council will be asked to amend the third reading of the ordinance to include language (see below) delaying the effective date to February 1, 2024. Staff initially thought the billing software would be ready for implementation by January 1; however, due to scheduling conflicts with the software provider, the rollout date has been pushed to February 1.

SECTION 9. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law, but not prior to February 1, 2024.



Agenda



CITY COUNCIL

December 12, 2023

6:30 p.m.

Regular Session

Council Chambers

1 Quail Creek Circle

1. Call to order
2. Roll call
3. Swearing in of newly elected and reelected Council members
4. Approval of the Agenda
5. Consent Agenda
 - A. City Council Minutes, Regular Session November 28, 2023
 - B. City Hall Project, City Construction, Play Application Number 6, \$1,524,221.76
 - C. Ranshaw Way Phase 5 Improvements, Pay Application Number 28, Peterson Contractors, Inc., \$18,350.70
 - D. Community Center Roof Project, Pay Application Number 6, T & K Roofing Co., \$26,795.06
 - E. Community Center Roof Project Final Acceptance
 - F. Liquor License Renewal, Johncy's Liquor Store, Inc.
 - G. Liquor License Renewal, Reds Alehouse
 - H. Tobacco Permit, Urban Fuel (change of ownership)
 - I. Claims
6. Public Comment
7. Engineer Report
8. City Administrator Report
9. Mayor Report
10. Council Reports
11. FY 25 Budget Framework and Guidance
 - A. Discussion on FY 25 budget framework and guidance

12. Park & Recreation Commission Appointments
 - A. Council confirmation of Mayor's appointments

13. Fox Run Pond Trail Project
 - A. Resolution Number 2023-140, A Resolution accepting the bid and authorizing execution of the contract for the Fox Run Pond Trail Project, North Liberty, Iowa

14. Street Maintenance Facility Remodel Project
 - A. Resolution Number 2023-141, A Resolution accepting the bid and authorizing execution of the contract for the Street Maintenance Facility Remodel Project, North Liberty, Iowa

15. Policy regarding payables for Council meeting
 - A. Resolution Number 2023-142, A Resolution establishing the policy for the payment of claims due to the cancellation of the second City Council meeting in December 2023

16. Urban Renewal Loan Agreement
 - A. Resolution Number 2023-143, A Resolution setting the date for a public hearing on proposal to enter into an Urban Renewal Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$6,000,000

17. Diamond Dreams Agreement
 - A. Resolution Number 2023-144, A Resolution Approving Amended Development Agreement with DD Building, LLC

18. Forevergreen Road Signalization Project
 - A. Resolution Number 2023-145, A Resolution approving the acquisition of right of way from Bowman Property LLC for the Forevergreen Road Signalization Project

19. Solomon's Landing Part Four Final Plat
 - A. Resolution Number 2023-146, A Resolution approving the Final Plat for Solomon's Landing Part Four in North Liberty, Iowa

20. Solomon's Landing Part Two Final Plat and Surety Agreement
 - A. Resolution Number 2023-147, A Resolution approving the Final Plat and accepting Surety for Public Improvements for Solomon's Landing Part Two North Liberty, Iowa

21. Franchise Fee Ordinance
 - A. Third consideration and adoption of Ordinance Number 2023-27, An Ordinance amending the MidAmerican Energy Company, Interstate Power and Light Company, and Linn County Rural Electric Cooperative Franchise Agreements to adjust franchise fees

22. Fats Oils Grease
 - A. Third consideration and adoption of Ordinance Number 2023-28, An Ordinance amending Chapters 95 and 97 of the North Liberty Code of Ordinances further limiting the discharge of fat, oil, and grease into the Sanitary Sewer System, codifying maintenance and recordkeeping requirements and of fat, oil, and grease recovery systems and establishing permitting requirements and penalties for noncompliance
 - B. Resolution Number 2023-148, A Resolution establishing Fat Oil and Grease (FOG) Operation Permit Fee in the City of North Liberty, Iowa

23. Storm Water Fees Ordinance
 - A. Third consideration and adoption of Ordinance Number 2023-29, An Ordinance amending Chapter 100 of the North Liberty Code of Ordinances establishing an equitable fee structure for Storm Water Utility Services

24. Old Business

25. New Business

26. Adjournment



Consent Agenda



City Council
November 28, 2023
Regular Session

Call to order

Mayor Hoffman called the November 28, 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, Erek Sittig, Brent Smith, and Brian Wayson.

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

Approval of the Agenda

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

Consent Agenda

Harrington moved, Smith seconded to approve the Consent Agenda including the City Council Minutes, Regular Session, November 14, 2023; City Hall Project Change Order Number 2 in the amount of \$16,434.00 to City Construction; and the attached list of Claims. The vote was all ayes. Consent Agenda approved.

Public Comment

No public comment was offered.

City Engineer Report

City Engineer Bilskemper reported on the design of the West Penn Street Reconstruction Project and the Forevergreen Road Signalization Project. The Forevergreen Road Extension Functional Design Study will be from 12th Avenue in Coralville to the new roundabout on North Liberty Road. Shive-Hattery is collecting survey data, aerial imagery and working archeological and environmental studies. The first draft the cities will see will be in May 2024.

City Administrator Report

City Administrator Heiar reported that Next Stage is approaching \$650,000 pledged/raised. He will be at Riverside Casino for the grant award tomorrow night and back to Enhance Iowa next week for the third time. Orientation for the newly elected has started including one on one meetings and tours of city facilities. The oath of office will be administered on December 12. There will be a brief budget discussion/planning at the December 12 meeting. There will not be a second meeting in December.

Mayor Report

Mayor Hoffman reported on the removal of the Casey's at the intersection of Zeller and Ranshaw Way. At the most recent JECSA meeting, the board got the first go round on the budget. There

are no proposed changes. After attending the Iowa League of Cities conference, he has been looking to tell the City's story. He met with local legislators to talk about Next Stage, other projects, and the impact of HF 718 on the City's budget.

Council Reports

Councilor Harrington is excited to see the Casey's building come down. Councilor Wayson is hearing excitement about what's going on in North Liberty. He attended the MPOJC meeting two weeks ago which included discussion on transit project funding. There will be an update on rail/bus possibilities possibly in June. He and the Mayor are on the nominating committee for MPOJC chair. Councilor Smith reported that Heiar is speaking at Better Together. Councilor Sittig joined Senator Wahls and Representative Nielsen on the Pizza and Politicians panel. He attended the ribbon cutting for the Healing Trail at the Historic Poor Farm.

FY 23 Annual Financial Report

Wayson moved, Smith seconded to approve the FY 23 Annual Financial Report. After discussion, the vote was: ayes - Bermel, Wayson, Harrington, Sittig, Smith; nays - none. Motion carried.

FY 23 Annual Urban Renewal Report

Harrington moved, Sittig seconded to approve the FY 23 Annual Urban Renewal Report. After discussion, the vote was ayes - Harrington, Smith, Bermel, Wayson, Sittig. Motion carried.

Penn Street Railroad Crossing Project

Wayson moved, Sittig seconded to approve Resolution Number 2023-134, A Resolution accepting the bid and authorizing execution of the Contract for the Penn Street Railroad Crossing Improvements Project, North Liberty, Iowa. After discussion, the vote was: ayes - Harrington, Sittig, Bermel, Wayson, Smith; nays - none. Motion carried.

Fox Run Pond Trail Project

At 6:45 p.m., Mayor Hoffman opened the public hearing regarding proposed plans, specifications, and estimate of cost for the Fox Run Pond Trail Project. No oral or written comments were received. The public hearing was closed at 6:46 p.m.

Harrington moved, Smith seconded to approve Resolution Number 2023-135, A Resolution finally approving and confirming plans, specifications, and estimate of cost for the Fox Run Pond Trail Project. The vote was: ayes - Sittig, Smith, Bermel, Harrington, Wayson; nays - none. Motion carried.

Forevergreen Road Project 28E

Harrington moved, Smith seconded to approve Resolution Number 2023-136, A Resolution approving the 28E Agreement Contract for Allocation of Funding and Costs for the Forevergreen Road Extension Project between the City of North Liberty and the City of Coralville. After discussion, the vote was: ayes - Bermel, Sittig, Wayson, Smith, Harrington; nays - none. Motion carried.

West Penn Street Improvement Project Just Compensation

Sittig moved, Wayson seconded to approve Resolution Number 2023-137, A Resolution authorizing the Establishment of Compensation Estimates for the West Penn Street Improvement Project. After discussion, the vote was: ayes – Harrington, Smith, Wayson, Sittig, Bermel; nays – none. Motion carried.

Harrington moved, Bermel seconded to approve Resolution Number 2023-138, A Resolution establishing just compensation estimates for acquisition of certain real property for the West Penn Street Improvement Project. The vote was: ayes – Smith, Wayson, Bermel, Harrington, Sittig; nays – none. Motion carried.

Forevergreen Road Signalization Project Just Compensation

Smith moved, Bermel seconded to approve Resolution Number 2023-139, A Resolution establishing just compensation for acquisition of certain real property for the Forevergreen Road Signalization Project. After discussion, the vote was: ayes – Smith, Bermel, Wayson, Sittig, Harrington; nays – none. Motion carried.

Franchise Fee Ordinance

Harrington moved, Sittig seconded to approve the second consideration of Ordinance Number 2023-27, An Ordinance amending the MidAmerican Energy Company, Interstate Power and Light Company, and Linn County Rural Electric Cooperative Franchise Agreements to adjust franchise fees. The vote was: ayes – Sittig, Wayson, Bermel, Smith, Harrington; nays – none. Motion carried.

Fats Oils Grease Ordinance

Sittig moved, Harrington seconded to approve the second consideration of Ordinance Number 2023-28, An Ordinance amending Chapters 95 and 97 of the North Liberty Code of Ordinances further limiting the discharge of fat, oil, and grease into the Sanitary Sewer System, codifying maintenance, and recordkeeping requirements and of fat, oil, and grease recovery systems and establishing permitting requirements and penalties for noncompliance. The vote was: ayes – Sittig, Smith, Wayson, Harrington, Bermel; nays – none. Motion carried.

Storm Water Fees Ordinance

Wayson moved, Sittig seconded to approve the second consideration of Ordinance Number 2023-29, An Ordinance amending Chapter 100 of the North Liberty Code of Ordinances establishing an equitable fee structure for Storm Water Utility Services. After discussion, the vote was: ayes – Smith, Wayson, Bermel, Harrington, Sittig; nays – none. Motion carried.

Old Business

Councilor Sittig reported that Youth Council members were also on the Pizza and Politicians panel.

New Business

No new business was presented.

Adjournment

Sittig moved; Wayson seconded to adjourn at 6:54 p.m. The vote was all ayes. Meeting adjourned.

CITY OF NORTH LIBERTY

By: _____
Chris Hoffman, Mayor

Attest: _____
Tracey Mulcahey, City Clerk

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:	City of North Liberty 3 Quail Creek Circle P.O. Box 77 North Liberty, Iowa 52317	PROJECT:	Ranshaw Way Phase 5 Improvements STP-U-5557(622)--70-52	APPLICATION NO:	28	Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> ENGINEER
FROM				PERIOD TO:	12/2/23	
CONTRACTOR:	Peterson Contractors, Inc. 104 Blackhawk Street, P.O. Box A Reinbeck, Iowa 50669	VIA ENGINEER:	Shive-Hattery, Inc. 2839 Northgate Drive Iowa City, Iowa 52245	PROJECT NO.:	STP-U-5557(622)--70-52	
				CONTRACT ID:	52-5557-622	
				LETTING DATE:	4/20/21	

CONTRACT FOR: Ranshaw Way Phase 5 Improvements

CONTRACTOR'S APPLICATION FOR PAYMENT

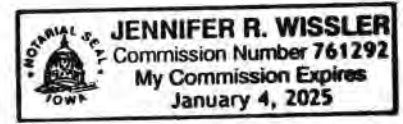
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

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

1. ORIGINAL CONTRACT SUM	\$	7,882,878.58
2. Net Change by Change Orders	\$	225,568.00
3. CONTRACT SUM TO DATE	\$	8,108,446.58
4. TOTAL COMPLETED & STORED TO DATE	\$	8,164,161.43
5. RETAINAGE 3 % of Completed Work & Stored Material	\$	30,000.00
6. TOTAL EARNED LESS RETAINAGE	\$	8,134,161.43
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	8,115,810.73
8. CURRENT PAYMENT DUE	\$	18,350.70

CONTRACTOR: Peterson Contractors, Inc.
By: [Signature] Date: 12/5/23

State of: _____
County of: _____
Subscribed and sworn to before me this 5th day of December



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

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ (25,714.85)
(This amount will decrease, as Change Orders do not yet reflect items deleted or decreased in quantity - see summary sheet for est. final totals)

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ **18,350.70**

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

ENGINEER: [Signature]
By: _____ Date: 12 / 05 / 2023

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 566,362.62	\$ 340,794.62
Total approved this Month	\$ -	\$ -
TOTALS	\$ 566,362.62	\$ 340,794.62
NET CHANGES by Change Order	\$ 225,568.00	\$ -

APPLICATION AND CERTIFICATE FOR PAYMENT

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

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

APPLICATION #: 6 Retainage
PERIOD TO: 06/30/23
PROJECT NOS: 2112201050
CONTRACT DATE: 04/29/22

Distribution to:
 Owner
 Const. Mgr
 Architect
 Contractor

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

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM-----	\$	538,600.00
2. Net change by Change Orders-----	\$	-2,698.78
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	535,901.22
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)		535,901.22
5. RETAINAGE:		
a. _____ of Completed Work (Columns D+E on Continuation Sheet)	\$	
b. _____ of Stored Material (Column F on Continuation Sheet)	\$	
Total Retainage (Line 5a + 5b or Total in Column I of Continuation Sheet-----	\$	
6. TOTAL EARNED LESS RETAINAGE----- (Line 4 less Line 5 Total)	\$	535,901.22
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)-----		
	\$	509,106.16
8. CURRENT PAYMENT DUE-----	\$	26,795.06
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		-\$2,698.78
Total approved this Month		
TOTALS		-\$2,698.78
NET CHANGES by Change Order		-\$2,698.78

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

CONTRACTOR:

By: [Signature] Date: 6/22/23

State of: Iowa
County of: Linn

Subscribed and sworn to before me this 22 day of June 2023

Notary Public: [Signature]
My Commission expires: 01/27/26



CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ----- \$ 26,795.06 ⁰⁰/₁₀₀

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

ARCHITECT: [Signature]
By: [Signature] Date: 6/23/2023

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

MEMORANDUM

TO: Ryan Heiar, City Administrator
FROM: Josiah Bilskemper, PE, Shive-Hattery
DATE: December 6, 2023
RE: NL Community Center Roof
Final Completion

Attached please find:

- Payment Application No. 6 (Final)
- Record Drawings

The following documents have previously been sent to City Staff (Goldsmith, Simpson, Heiar, Mulcahey) within a Newforma file transfer on June 26, 2023).

- 2-Year Roof Warranty
- Versico Roofing Systems Warranty
- Certificate of Substantial Completion
- Contractor's Affidavit of Payment of Debts and Claims
- Consent of Surety to Final Payment

We recommend final payment to the contractor as indicated, acceptance of the improvements, and close out of the project.

Please contact our office with any questions.

Sincerely,

SHIVE-HATTERY, INC.



Josiah Bilskemper, PE

JDB

Enc. Pay Application 6 (Final)
Record Drawings

Copy: Shelly Simpson, Recreation Director
Guy Goldsmith, Parks Director
Tracey Mulcahey, Assistant City Administrator
Stephen Stewart, S-H
Tiffany Gordon, S-H
Carla Hilton, S-H





State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
JOHNCY'S LIQUOR STORE INC	JOHNCY'S LIQUOR STORE INC	(319) 626-2046		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
585 HIGHWAY 965	SUITE D and E	North Liberty	Johnson	52317
MAILING ADDRESS	CITY	STATE	ZIP	
585 HIGHWAY 965 SUITE E	North Liberty	Iowa	52317	

Contact Person

NAME	PHONE	EMAIL
JOHNCY MENEZES	(319) 440-7176	jlstore2003@yahoo.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0002981	Class E Retail Alcohol License	12 Month	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
Jan 1, 2024	Dec 31, 2024	

SUB-PERMITS

Class E Retail Alcohol License

PRIVILEGES



Status of Business

BUSINESS TYPE

Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
JOHNCY MENEZES	NORTH LIBERTY	Iowa	52317	OWNER	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



North Liberty Police Department

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

October 20, 2023

Liquor License Check

Business: Johncy's
585 S. Hwy 965 Suite E
North Liberty, IA 52317

Owner: Johncy Menezes (DOB: 1970)

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

I recommend the license be granted.

This record check was conducted by Sergeant Mitch Seymour.





State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Chrisma, Inc	Reds Alehouse	(319) 626-2100		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
405 N. Dubuque		North Liberty	Johnson	52317
MAILING ADDRESS	CITY	STATE	ZIP	
18 Fairview Knoll	Iowa City	Iowa	52240	

Contact Person

NAME	PHONE	EMAIL
Faye Swift	(319) 331-7418	fpswiftia@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0036590	Class C Retail Alcohol License	12 Month	Pending Dramshop Review

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Jan 5, 2024	Jan 4, 2025	

SUB-PERMITS

Class C Retail Alcohol License



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Matthew Swift	Iowa City	Iowa	52240	Secretary	37.00	Yes
Faye Swift	Coralville	Iowa	52241	President	63.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

Society Insurance

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



State of Iowa ABD approval statement from the following county department

Legal Name of Applicant: _____

Name of Business (DBA): _____

Address of Business: _____

Business Phone: _____

Email: _____


State of Iowa ABD License #: _____

Johnson County Health Department:

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

Name: _____

Title: _____ **Date:** _____

Signature:  _____



North Liberty Police Department

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

October 20, 2023

Liquor License Check

Business: Red's Alehouse
405 N. Dubuque Street
North Liberty, IA 52317

Owners: Matthew Swift (DOB: 1982)
 Faye Swift (DOB: 1952)

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.

Instructions on the reverse side

For period (MM/DD/YYYY) ___ / ___ / ___ through June 30, 2024

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade name/Doing business as: Urban Fuel, North Liberty

Physical location address: 1 Hawkepe Drive City: North Liberty ZIP: 52317

Mailing address: 2770 Muddy Creek Ln City: Coralville State: IA ZIP: 52241

Business phone number: 319 626 7990

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP Kamalama Retail LLC

Mailing address: 2770 Muddy Creek Ln City: Coralville State: IA ZIP: 52241

Phone number: 563 639 3995 Fax number: 0 Email: Kamalamairetailllc@gmail.com

Retail Information:

Types of Sales: Over-the-counter Vending machine

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store

Grocery store Hotel/motel Liquor store Restaurant Tobacco store

Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print): Aban Bara Name (please print): _____

Signature: [Signature] Signature: _____

Date: 12/01/2023 Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375



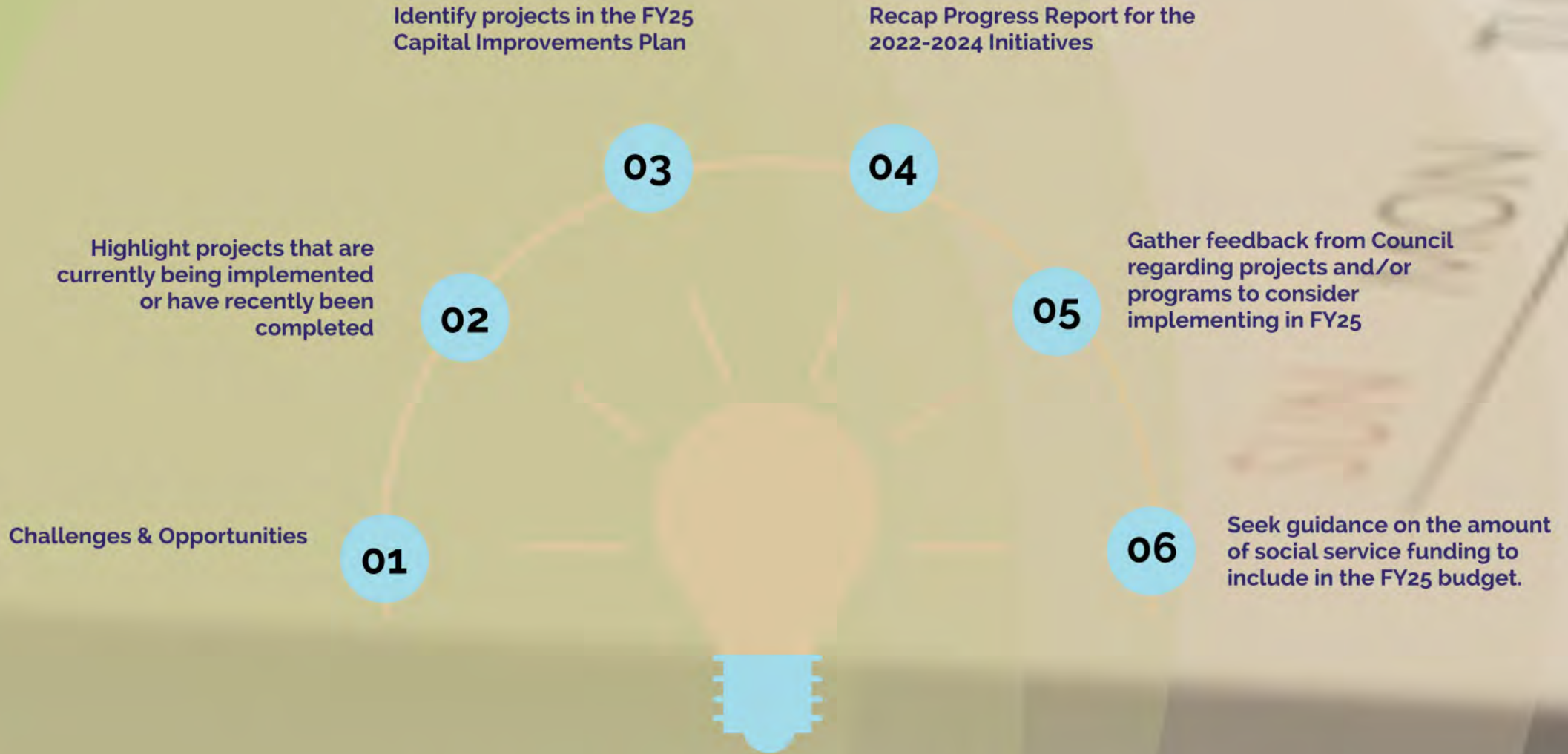
FY 25 Budget Framework and Guidance



Budget Timeline

April 30
Final Budget
is due to
State of Iowa

- 11** **March 26**
Final Budget Public Hearing & Adoption of FY25 Budget
- 10** **(no later than) March 15**
Publication of Proposed Budget
- 9** **March 12**
Maximum Property Tax Public Hearing
- 8** **(no later than) March 1**
Publication of Maximum Property Tax Public Hearing
- 7** **February 13**
Final budget report to City Council
- 6** **January 23**
Possible second Budget Meeting with City Council
- 5** **January 16**
First Budget Meeting with City Council
- 4** **December 12**
City Council Meeting - FY24 Budget Framework & Guidance
- 3** **November 27 - December 11**
Department Head meetings with City Administrator
- 2** **November 27**
Proposals submitted to City Administrator and Assistant City Administrator
- 1** **October 16 - November 27**
Department Heads create budgets, including Capital Projects



Meeting Objectives

Challenges & Opportunities

FY25 Residential Rollback

Rollback = property owners only pay property tax on this % of their property value. A city's general fund = property tax revenue. Residential rollback (set by the State) - which now includes multiresidential properties - **dropped 8.30%**, from 54.65% in FY24 **to 46.34% in FY25.** This is the largest decrease in taxable value since the inception of the rollback in 1978.

Backfill Credits

Backfill credits from the state are reduced each year & will be eliminated by FY27. Annual impact varies; **expecting \$70K for FY25,** totaling \$210K since FY22.

Iowa House File 718

The \$8.10 general fund levy is now subject to reduction, depending on a city's non-taxable valuation growth. Municipalities with more than 3% growth will have their allowable maximum general fund levy "adjusted" each year, with **North Liberty expected to dip below \$8.10.** Additional reporting requirements and a single annual date for bond item elections add new expenses, timeline complications & burden to staff.

Hindrance to Growth

The cost and availability of both labor and materials have been a consistent issue and is slow to stabilize. **These higher costs have had a major impact on city services and purchasing power.**

Staffing Requests

1

Administration
- **Finance Officer**

2

Fire Department
- **Fire Marshall** from 0.75 to 1.00 FTE
- Continue planning for **three new positions** in FY27 which are currently funded by SAFER
- Expand **part-time** program

American Rescue Plan Act of 2021 Funds

Coronavirus State & Local Fiscal Recovery Funds				AWARDED	REMAINING
				\$ 2,906,110	\$ 836,110
Projects Funded	FY22	FY23	FY24	TOTAL	POTENTIAL
1. Domestic Violence Intervention Program	\$ 25,000			\$ 25,000	
2. North Liberty Community Pantry	\$ 100,000			\$ 100,000	
3. City Social Services Grants		\$ 150,000	\$ 155,000	\$ 305,000	
4. Storm Water GIS		\$ 200,000		\$ 200,000	
5. Centennial Park			\$ 1,000,000	\$ 1,000,000	
6. Ranshaw House Furnishings			\$ 40,000	\$ 40,000	
7. Affordable Housing Program			\$ 400,000	\$ 400,000	
8. Workforce Housing Program				\$ -	\$ -
9. Social Service Support				\$ -	\$ 245,000
10. Water/Sewer/Storm Water Projects				\$ -	\$ 601,110
11. Other				\$ -	\$ -
Total	\$ 125,000	\$ 350,000	\$ 1,595,000	\$ 2,070,000	\$ 846,110
Budgeted General Fund Transfer	\$ -	\$ 275,000	\$ 155,000		

Recently Completed Projects

Parkland Aquisition

\$2,600,000

Added park space in NW quadrant.

Comprehensive Plan

\$118,000

Hired a consultant to foster community input and write a new plan which incorporates other city plans.

Penn Meadows Parking Lot

\$1,800,000

Repaired and resurfaced existing north lot and expand it.

Ranshaw Way Paved Shoulders

\$275,000

Paved 4' wide shoulders from 240th St to City Limits.

Community Center Roof

\$700,000

Replaced sections of roof with insurance claim.

Library Acoustical Panels & Information Desk

\$185,000

Installed sound dampening panels in the hallway and a new circulation & customer service desk..

Cornerstone Park

\$35,000

Added an asphalt overlay to the PCC on park trail.

SCBA Fill Station & Air Compressor

\$66,000

Purchased for the Fire Station.

Ranshaw Way Sewer Lining

\$100,000

Heritage Drive Storm Water Improvements

\$63,000

Stabilized 200' of the Muddy Creek stream bank.

In Progress

Penn Street Railroad Xing

\$200,000

Reconstruct the railroad crossing, storm sewer, and improve trail.

Fire Station Land Purchase

\$250,000

Land for second fire station.

Civic Campus Construction

\$10,900,000

Build new City Hall on Cherry Street facilities hub.

Storm Water Billing Structure

Staff time

Updating the billing structure to a best practices model.

Centennial Park Next Stage:

Phase 1 \$9,000,000

Fundraise for the next phase: a splash pad, amphitheater + pavillion, restrooms, honorarium, and three shelters.

Aquatic Improvements

\$18,000

Replace slides and diving boards.

Streets Maintenance Facility Renovations

\$700,000

Convert two storage bays to office & employee space.

Fox Run Pond & Park Playground and Trails

\$450,000

Add a park walk with ADA ramp and new playground.

New World Financial Software

\$420,000

Transition data, set up New World application portal & train staff.

Command/EMS Vehicle

\$80,000

New vehicle to replace hand-me-down squad car.

Forevergreen Road Intersection Signalization

\$1,600,000

Add permanent signals at Kansas Avenue and Jones Boulevard.

North Liberty Road Trail Segment

\$1,275,000

Penn Meadows to Liberty High is currently in design phase.

West Penn Street

\$500,000 (1,300,000 County)

Joint projects with Johnson County for full build-out from Herky Street to James Ave NW.

Projects Identified in the draft FY25 Capital Improvements Plan

(all items are currently under review & subject to change)



Muddy Creek & Goose Lake Flood Control

\$187,500



Diving Boards, Floatables, Chairs

\$50,000



West Lake Wetland Restoration

\$29,000



Sunset Street Drainage

\$86,000



Penn Meadows Bioretention Cell Repair

\$50,000



**Shive Facility Assessment
Comm Center Projects**

\$115,000



Leaf Collector Truck

\$285,000



**Parks Shop Addition
& Driveway**

\$460,000



Penn Meadows Rubber Playground Surface

\$130,000



Penn Street Bridge Aesthetic Enhancements

\$1,000,000



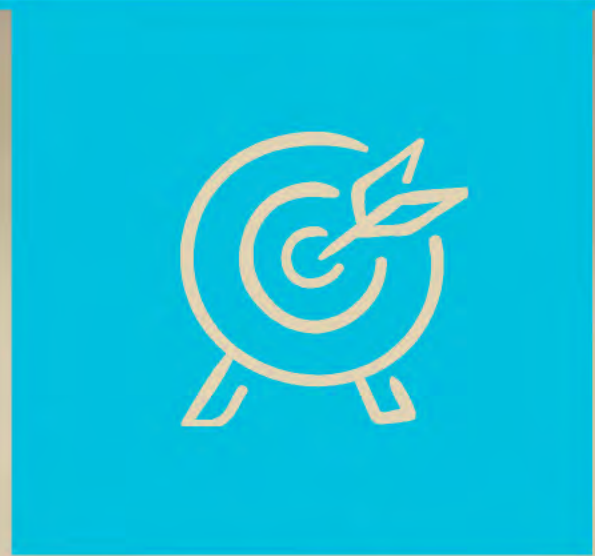
Public Works Storage Area

\$50,000



Forevergreen Road Trail Segment

\$265,000



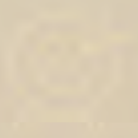
Liberty Centre Pond Stone Repair

\$132,800



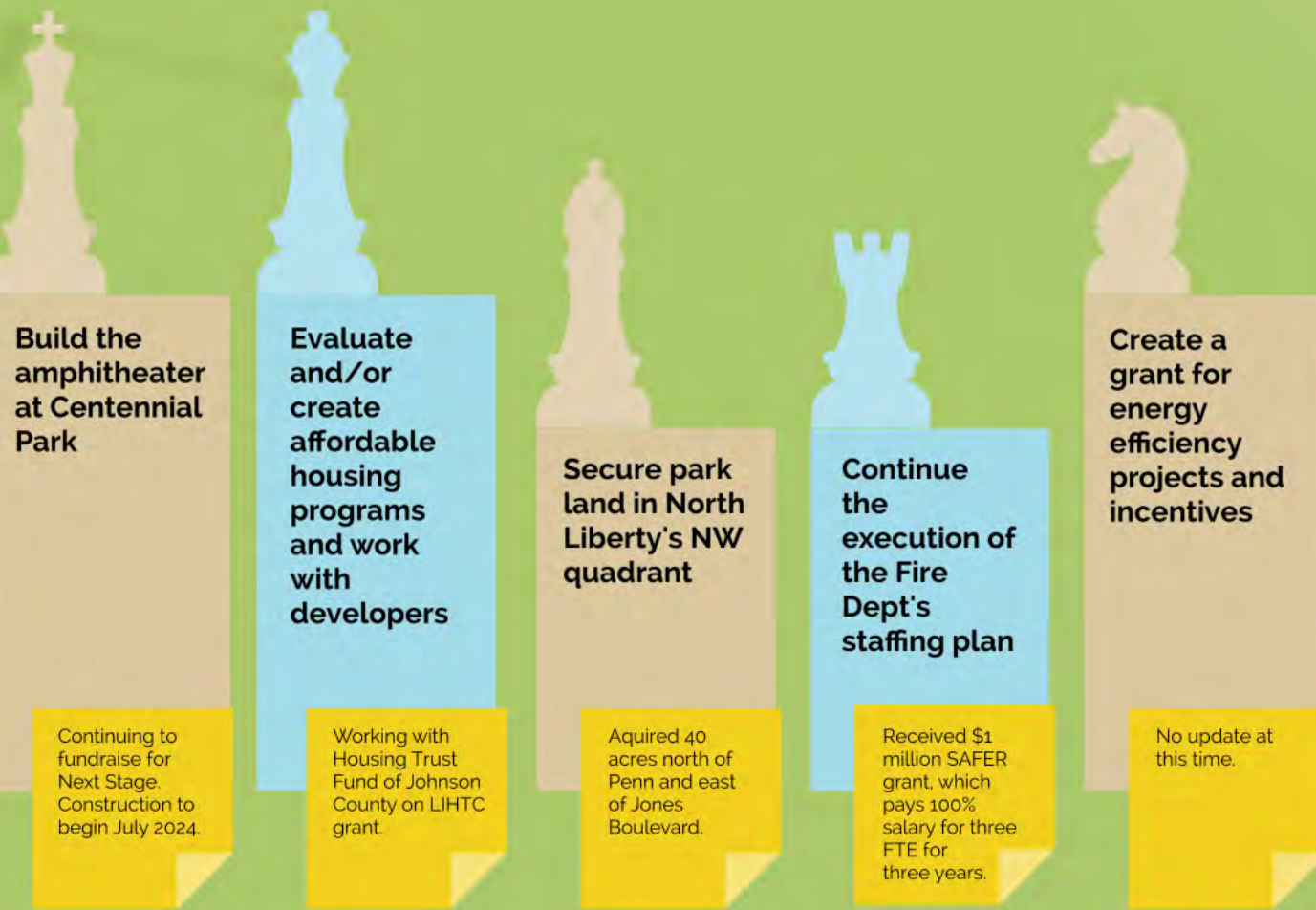
W. Forevergreen Road Roundabout at Jasper Ave

\$3,000,000



Koser Field Backstop

\$45,000



Projects Identified in the 2022-2024 Goals Report

Social Services




FY 22
\$147,905 requested
\$135,000 awarded

FY 23
\$210,555 requested
\$143,000 awarded

FY 24
\$234,600 requested
\$155,000 awarded

FY25
*How much \$ to
allocate?



Any other
programs or
projects you
would like to
propose?



**Parks and Recreation
Commission
Appointments**

Application for
BOARD or COMMISSION
Appointment

Name: Nicholas Arnold

Address: 335 Locust Drive

Phone: 319-541-1606 Email: nicholas.stonebrook@gmail.com Gender: Male Female

I would like to volunteer to serve on the:

Board of Adjustment

Board of Appeals

Cemetery Board

Citizen Task Force

Library Board of Trustees

Parks & Recreation Commission

Planning & Zoning Commission

Telecommunications Commission

Tree and Storm Water Board

Place of employment and position:

ACT, Inc. Sr. Event Planner, External Affairs

Are you a citizen 18 years of age or older? YES NO

Are you a resident of North Liberty? YES NO

Length of residence in North Liberty: 14 years

Please give a brief statement of why you would like serve on this Board or Commission:

As a parent of two children, and frequent user of the city's parks, tennis courts, pool, and recreation facility, I want to help ensure that the community continues to have access to recreation activities moving forward and that a thoughtful, planful, and comprehensive approach is taken when determining the future of North Liberty's public parks and recreation activities. +

Please note any real estate, business or commercial interests within the City, other than your primary residence, for the purpose of identifying any actual or potential conflicts of interest:

None.

Please give any other background or personal information that you feel would be helpful to the City Council in making their decision:

I do not have much to add aside from the statement above. I will say that, if I am appointed to the Parks and Recreation Commission, I plan to thoughtfully weigh the issues before the commission. +

Signature of Applicant: Nicholas Arnold Digitally signed by Nicholas Arnold
Date: 2023.11.14 13:24:23 -06'00' Date: 11/14/23

Application for
BOARD or COMMISSION
Appointment

Name: Donglin Chai

Address: 762 River Bend Ln North Liberty

Phone: 6149612243 Email: chaidonglin@gmail.com Gender: Male Female

I would like to volunteer to serve on the:

Board of Adjustment

Board of Appeals

Cemetery Board

Citizen Task Force

Library Board of Trustees

Parks & Recreation Commission

Planning & Zoning Commission

Telecommunications Commission

Tree and Storm Water Board

Place of employment and position:

2020-2022 Grinnell College (Visiting Assistant Professor of Chinese); Now: N/A

Are you a citizen 18 years of age or older? YES NO

Are you a resident of North Liberty? YES NO

Length of residence in North Liberty: 2021-now

Please give a brief statement of why you would like serve on this Board or Commission:

My two-year-old plays at Centennial Park a lot, and I personally use the North Liberty rec center for the track, weight area, and pool everyday. I'd love to contribute to these areas we frequent so much. Also I am not employed for a while and want to participate in some group work.

Please note any real estate, business or commercial interests within the City, other than your primary residence, for the purpose of identifying any actual or potential conflicts of interest:

N/A

Please give any other background or personal information that you feel would be helpful to the City Council in making their decision:

I have an expanding group of Chinese professional/mom friends in the area and maybe I would be helpful in engaging their opinions about Park and Recreation development

Signature of Applicant: Donglin Chai Date: 11/7/23



Fox Run Pond Trail Project

December 6, 2024

City of North Liberty
ATTN: Mr. Ryan Heiar, City Administrator
P.O. Box 77
North Liberty, Iowa 52317

RE: Fox Run Pond Trail Improvements

Dear Mr. Heiar:

On December 5, 2023, at 10:00 am in the North Liberty City Administration building ten bids were received for the above-referenced project. At the bid opening, the apparent low bid was received from Dennis Spencer Construction. Upon checking over the unit price extensions for each bidder, several minor math errors were identified, and are highlighted on the attached bid tabulation. These errors did not affect the outcome of the bids results.

After review, the low base bid was received from Dennis Spencer Construction of Iowa City, Iowa, in the amount of \$172,500.05. The design professional's estimate was \$266,105.

Subject to submitting acceptable bonds, insurance, and the Agreement, we recommend award of contract to Dennis Spencer Construction based upon their lowest responsible, responsive bid. Upon City Council approval of this award, we will proceed with issuing the Notice of Award and begin administration of the construction contract.

Please contact our office if you have questions.

Sincerely,

SHIVE-HATTERY, INC.



Josiah Bilskemper, PE

JDB/bad

Enc. Bid Tabulation

Copy: Guy Goldsmith, Parks Superintendent
Tracey Mulcahey, Assistant City Administrator
Ryan Foley, S-H



SHIVE-HATTERY, INC.

2839 Northgate Drive
Iowa City, Iowa 52245-9568
(319) 354-3040

TABULATION OF BIDS

Client: City of North Liberty
Project Name: Fox Run Pond Trail Improvements
S-H Project #: 2112305130

Bid Date: December 5, 2023, 10:00 A.M.
Location: NL Administration Building, 3 Quail Creek Circle
Pages: 1 of 3

NAME AND ADDRESS OF BIDDER			Dennis Spencer Construction PO Box 2081 Iowa City, IA		Rathje Construction PO Box 408 Marion, IA 52302		McComas Lacina Construction 1310 Highland Court Iowa City, IA 52240		Dave Schmitt Construction 250 50th Avenue SW Cedar Rapids, IA 52404		All American Concrete 1489 Highway 6 West Liberty, IA 52776	
Addendum 1			Yes		Yes		Yes		Yes		Yes	
Bid Security - 5%			Yes		Yes		Yes		Yes		Yes	
Bidder Status Form			Yes		Yes		Yes		Yes		Yes	
Iowa Contractor License Number			Yes		Yes		Yes		Yes		Yes	
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	CLEARING AND GRUBBING	1 LS	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 3,240.00	\$ 3,240.00	\$ 1,250.00	\$ 1,250.00	\$ 1,400.00	\$ 1,400.00
2	TOPSOIL, ON-SITE	855 CY	\$ 8.00	\$ 6,840.00	\$ 32.00	\$ 27,360.00	\$ 12.96	\$ 11,080.80	\$ 17.30	\$ 14,791.50	\$ 19.40	\$ 16,587.00
3	TOPSOIL, OFF-SITE	155 CY	\$ 31.60	\$ 4,898.00	\$ 40.00	\$ 6,200.00	\$ 34.56	\$ 5,356.80	\$ 41.00	\$ 6,355.00	\$ 46.00	\$ 7,130.00
4	CLASS 10 EXCAVATION	376 CY	\$ 19.50	\$ 7,332.00	\$ 20.00	\$ 7,520.00	\$ 47.52	\$ 17,867.52	\$ 24.60	\$ 9,249.60	\$ 28.00	\$ 10,528.00
5	MODIFIED SUBBASE	215 CY	\$ 45.00	\$ 9,675.00	\$ 80.00	\$ 17,200.00	\$ 58.32	\$ 12,538.80	\$ 30.40	\$ 6,536.00	\$ 34.00	\$ 7,310.00
6	STORM SEWER, TRENCHED, PVC, 6-INCH	39 LF	\$ 17.05	\$ 664.95	\$ 25.00	\$ 975.00	\$ 18.41	\$ 717.99	\$ 79.10	\$ 3,084.90	\$ 89.00	\$ 3,471.00
7	STORM SEWER, TRENCHED, HDPE, 12-INCH	190 LF	\$ 25.75	\$ 4,892.50	\$ 55.00	\$ 10,450.00	\$ 27.81	\$ 5,283.90	\$ 59.60	\$ 11,324.00	\$ 67.00	\$ 12,730.00
8	STORM SEWER, TRENCHED, HDPE, 15-INCH	107 LF	\$ 33.30	\$ 3,563.10	\$ 60.00	\$ 6,420.00	\$ 35.96	\$ 3,847.72	\$ 69.60	\$ 7,447.20	\$ 67.00	\$ 7,169.00
9	STORM SEWER, TRENCHED, RCP CLASS III, 30-INCH	40 LF	\$ 205.00	\$ 8,200.00	\$ 150.00	\$ 6,000.00	\$ 221.40	\$ 8,856.00	\$ 175.90	\$ 7,036.00	\$ 200.00	\$ 8,000.00
10	PIPE CULVERT, TRENCHED, PVC W/ MITERED END SECTIONS, 8-INCH	252 LF	\$ 47.00	\$ 11,844.00	\$ 58.00	\$ 14,616.00	\$ 56.16	\$ 14,152.32	\$ 60.00	\$ 15,120.00	\$ 68.00	\$ 17,136.00
11	FLARED END SECTION, RCP, 15-INCH	1 EA	\$ 900.00	\$ 900.00	\$ 1,600.00	\$ 1,600.00	\$ 972.00	\$ 972.00	\$ 2,570.00	\$ 2,570.00	\$ 3,100.00	\$ 3,100.00
12	REMOVE & REINSTALL FLARED END SECTION, CLASS III RCP, 30-INCH	2 EA	\$ 600.00	\$ 1,200.00	\$ 1,600.00	\$ 3,200.00	\$ 648.00	\$ 1,296.00	\$ 3,920.00	\$ 7,840.00	\$ 4,400.00	\$ 8,800.00
13	SUBDRAIN OUTLETS AND CONNECTIONS, 6-INCH	1 EA	\$ 340.00	\$ 340.00	\$ 400.00	\$ 400.00	\$ 367.20	\$ 367.20	\$ 395.00	\$ 395.00	\$ 450.00	\$ 450.00
14	AREA INTAKE, SW-512, 24 INC. WITH TYPE 3B CASTING	5 EA	\$ 1,815.00	\$ 9,075.00	\$ 1,800.00	\$ 9,000.00	\$ 2,176.20	\$ 10,881.00	\$ 3,430.00	\$ 17,150.00	\$ 3,900.00	\$ 19,500.00
15	CONNECTION TO EXISTING INTAKE	1 EA	\$ 700.00	\$ 700.00	\$ 1,500.00	\$ 1,500.00	\$ 756.00	\$ 756.00	\$ 1,245.00	\$ 1,245.00	\$ 1,400.00	\$ 1,400.00
16	REMOVAL OF SIDEWALK	51 SY	\$ 18.00	\$ 918.00	\$ 20.00	\$ 1,020.00	\$ 17.28	\$ 881.28	\$ 13.50	\$ 688.50	\$ 15.00	\$ 765.00
17	SIDEWALK, P.C. CONCRETE, THICKENED EDGE PLAYGROUND BORDER	188 LF	\$ 35.25	\$ 6,627.00	\$ 30.00	\$ 5,640.00	\$ 35.64	\$ 6,700.32	\$ 42.25	\$ 7,943.00	\$ 42.25	\$ 7,943.00
18	SIDEWALK, P.C. CONCRETE, 6-INCH	1,270 SY	\$ 42.00	\$ 53,340.00	\$ 42.00	\$ 53,340.00	\$ 53.46	\$ 67,894.20	\$ 59.39	\$ 75,425.30	\$ 54.00	\$ 68,580.00
19	TEMPORARY TRAFFIC CONTROL	1 LS	\$ 500.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00	\$ 3,186.00	\$ 3,186.00	\$ 1,000.00	\$ 1,000.00	\$ 1,600.00	\$ 1,600.00
20	PERMANENT SEEDING, FERTILIZER & HYDRAULIC EROSION CONTROL	1.3 ACRE	\$ 4,200.00	\$ 5,460.00	\$ 6,700.00	\$ 8,710.00	\$ 4,320.00	\$ 5,616.00	\$ 4,000.00	\$ 5,200.00	\$ 6,700.00	\$ 8,710.00
21	STABILIZING CROP - TEMP SEEDING, FERTILIZER & MULCHING - TYPE 4	1.3 ACRE	\$ 800.00	\$ 1,040.00	\$ 560.00	\$ 728.00	\$ 1,080.00	\$ 1,404.00	\$ 1,000.00	\$ 1,300.00	\$ 900.00	\$ 1,170.00
22	SWPPP MANAGEMENT	1 LS	\$ 2,000.00	\$ 2,000.00	\$ 1,750.00	\$ 1,750.00	\$ 2,160.00	\$ 2,160.00	\$ 2,000.00	\$ 2,000.00	\$ 2,800.00	\$ 2,800.00
23	COMPOST FILTER TUBE (8-INCH DIA.)	2,275 LF	\$ 1.90	\$ 4,322.50	\$ 2.75	\$ 6,256.25	\$ 2.05	\$ 4,663.75	\$ 1.90	\$ 4,322.50	\$ 2.00	\$ 4,550.00
24	RIP RAP, CLASS E REVETMENT	40 TON	\$ 50.00	\$ 2,000.00	\$ 75.00	\$ 3,000.00	\$ 91.80	\$ 3,672.00	\$ 56.00	\$ 2,240.00	\$ 63.00	\$ 2,520.00
25	STABILIZED CONSTRUCTION ENTRANCE	15 TON	\$ 45.00	\$ 675.00	\$ 35.00	\$ 525.00	\$ 64.80	\$ 972.00	\$ 73.69	\$ 1,105.35	\$ 50.00	\$ 750.00
26	BIODEGRADABLE EROSION CONTROL BLANKET	158 SQ	\$ 21.00	\$ 3,318.00	\$ 20.00	\$ 3,160.00	\$ 21.60	\$ 3,412.80	\$ 20.00	\$ 3,160.00	\$ 23.00	\$ 3,634.00
27	INLET PROTECTION DEVICE, AREA DRAIN	7 EA	\$ 175.00	\$ 1,225.00	\$ 115.00	\$ 805.00	\$ 192.24	\$ 1,345.68	\$ 178.00	\$ 1,246.00	\$ 56.00	\$ 392.00
28	INLET PROTECTION DEVICE, OPEN THROAT CURB INTAKE	2 EA	\$ 125.00	\$ 250.00	\$ 115.00	\$ 230.00	\$ 129.60	\$ 259.20	\$ 120.00	\$ 240.00	\$ 200.00	\$ 400.00
29	MOBILIZATIONS, EROSION CONTROL	3 EA	\$ 500.00	\$ 1,500.00	\$ 250.00	\$ 750.00	\$ 756.00	\$ 2,268.00	\$ 700.00	\$ 2,100.00	\$ 280.00	\$ 840.00
30	MOBILIZATIONS, EMERGENCY EROSION CONTROL	1 EA	\$ 700.00	\$ 700.00	\$ 250.00	\$ 250.00	\$ 1,080.00	\$ 1,080.00	\$ 1,000.00	\$ 1,000.00	\$ 600.00	\$ 600.00
31	MOBILIZATION	1 LS	\$ 16,000.00	\$ 16,000.00	\$ 11,500.00	\$ 11,500.00	\$ 20,000.00	\$ 20,000.00	\$ 5,400.00	\$ 5,400.00	\$ 11,500.00	\$ 11,500.00
32	CONCRETE WASHOUT	1 LS	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 540.00	\$ 540.00	\$ 730.00	\$ 730.00	\$ 730.00	\$ 730.00
TOTAL BASE BID				\$ 172,500.05	\$ 214,605.25	\$ 223,269.28	\$ 226,494.85	\$ 242,195.00				

Note: Items in RED are corrected math errors from contractor's original bid form

SHIVE-HATTERY, INC.

2839 Northgate Drive
Iowa City, Iowa 52245-9568
(319) 354-3040

TABULATION OF BIDS

Client: City of North Liberty
Project Name: Fox Run Pond Trail Improvements
S-H Project #: 2112305130

Bid Date: December 5, 2023, 10:00 A.M.
Location: NL Administration Building, 3 Quail Creek Circle
Pages: 2 of 3

NAME AND ADDRESS OF BIDDER			Midwest Concrete Inc. 9835 Midwest Lane Peosta, IA 52068		Bowker Mechanical 1000 32nd Avenue SW Cedar Rapids, IA 52404		Eastern Iowa Excavating PO Box 189 Cascade, IA 52033		TK Concrete Inc. 1608 Fifield Road Pella, IA 50219		Tschiggfrie Excavating Co. 425 Julien Dubuque Dr. Dubuque, IA 52003	
Addendum 1			Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Bid Security - 5%			Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Bidder Status Form			Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Iowa Contractor License Number			Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	CLEARING AND GRUBBING	1 LS	\$ 1,545.00	\$ 1,545.00	\$ 750.00	\$ 750.00	\$ 1,665.00	\$ 1,665.00	\$ 4,250.00	\$ 4,250.00	\$ 1,900.00	\$ 1,900.00
2	TOPSOIL, ON-SITE	855 CY	\$ 21.00	\$ 17,955.00	\$ 15.64	\$ 13,372.20	\$ 25.00	\$ 21,375.00	\$ 16.00	\$ 13,680.00	\$ 17.00	\$ 14,535.00
3	TOPSOIL, OFF-SITE	155 CY	\$ 43.50	\$ 6,742.50	\$ 51.25	\$ 7,943.75	\$ 42.55	\$ 6,595.25	\$ 75.00	\$ 11,625.00	\$ 40.00	\$ 6,200.00
4	CLASS 10 EXCAVATION	376 CY	\$ 22.00	\$ 8,272.00	\$ 27.10	\$ 10,189.60	\$ 81.75	\$ 30,738.00	\$ 27.50	\$ 10,340.00	\$ 14.00	\$ 5,264.00
5	MODIFIED SUBBASE	215 CY	\$ 66.25	\$ 14,243.75	\$ 57.60	\$ 12,384.00	\$ 73.50	\$ 15,802.50	\$ 70.00	\$ 15,050.00	\$ 54.00	\$ 11,610.00
6	STORM SEWER, TRENCHED, PVC, 6-INCH	39 LF	\$ 37.00	\$ 1,443.00	\$ 26.20	\$ 1,021.80	\$ 20.85	\$ 813.15	\$ 70.00	\$ 2,730.00	\$ 100.00	\$ 3,900.00
7	STORM SEWER, TRENCHED, HDPE, 12-INCH	190 LF	\$ 38.50	\$ 7,315.00	\$ 28.71	\$ 5,454.90	\$ 30.25	\$ 5,748.26	\$ 72.50	\$ 13,775.00	\$ 81.00	\$ 15,390.00
8	STORM SEWER, TRENCHED, HDPE, 15-INCH	107 LF	\$ 45.00	\$ 4,815.00	\$ 39.40	\$ 4,215.80	\$ 37.25	\$ 3,985.75	\$ 85.00	\$ 9,095.00	\$ 140.00	\$ 14,980.00
9	STORM SEWER, TRENCHED, RCP CLASS III, 30-INCH	40 LF	\$ 183.50	\$ 7,340.00	\$ 85.15	\$ 3,406.00	\$ 245.50	\$ 9,820.00	\$ 250.00	\$ 10,000.00	\$ 220.00	\$ 8,800.00
10	PIPE CULVERT, TRENCHED, PVC W/ MITERED END SECTIONS, 8-INCH	252 LF	\$ 49.00	\$ 12,348.00	\$ 38.80	\$ 9,777.60	\$ 68.00	\$ 17,136.00	\$ 52.50	\$ 13,230.00	\$ 110.00	\$ 27,720.00
11	FLARED END SECTION, RCP, 15-INCH	1 EA	\$ 3,117.00	\$ 3,117.00	\$ 3,500.00	\$ 3,500.00	\$ 1,350.00	\$ 1,350.00	\$ 2,750.00	\$ 2,750.00	\$ 1,400.00	\$ 1,400.00
12	REMOVE & REINSTALL FLARED END SECTION, CLASS III RCP, 30-INCH	2 EA	\$ 1,833.00	\$ 3,666.00	\$ 1,300.00	\$ 2,600.00	\$ 825.00	\$ 1,650.00	\$ 2,750.00	\$ 5,500.00	\$ 1,500.00	\$ 3,000.00
13	SUBDRAIN OUTLETS AND CONNECTIONS, 6-INCH	1 EA	\$ 689.00	\$ 689.00	\$ 515.00	\$ 515.00	\$ 650.00	\$ 650.00	\$ 750.00	\$ 750.00	\$ 250.00	\$ 250.00
14	AREA INTAKE, SW-512, 24 INC. WITH TYPE 3B CASTING	5 EA	\$ 2,462.00	\$ 12,310.00	\$ 2,260.00	\$ 11,300.00	\$ 2,225.00	\$ 11,125.00	\$ 3,150.00	\$ 15,750.00	\$ 2,900.00	\$ 14,500.00
15	CONNECTION TO EXISTING INTAKE	1 EA	\$ 1,425.00	\$ 1,425.00	\$ 934.00	\$ 934.00	\$ 800.00	\$ 800.00	\$ 2,500.00	\$ 2,500.00	\$ 770.00	\$ 770.00
16	REMOVAL OF SIDEWALK	51 SY	\$ 25.00	\$ 1,275.00	\$ 17.85	\$ 910.35	\$ 15.50	\$ 790.50	\$ 15.00	\$ 765.00	\$ 7.00	\$ 357.00
17	SIDEWALK, P.C. CONCRETE, THICKENED EDGE PLAYGROUND BORDER	188 LF	\$ 88.00	\$ 16,544.00	\$ 132.00	\$ 24,816.00	\$ 97.75	\$ 18,377.00	\$ 35.00	\$ 6,580.00	\$ 98.00	\$ 18,424.00
18	SIDEWALK, P.C. CONCRETE, 6-INCH	1,270 SY	\$ 60.50	\$ 76,835.00	\$ 74.00	\$ 93,980.00	\$ 49.75	\$ 63,182.50	\$ 65.00	\$ 82,550.00	\$ 62.00	\$ 78,740.00
19	TEMPORARY TRAFFIC CONTROL	1 LS	\$ 1,030.00	\$ 1,030.00	\$ 1,000.00	\$ 1,000.00	\$ 1,100.00	\$ 1,100.00	\$ 1,400.00	\$ 1,400.00	\$ 3,300.00	\$ 3,300.00
20	PERMANENT SEEDING, FERTILIZER & HYDRAULIC EROSION CONTROL	1.3 ACRE	\$ 4,120.00	\$ 5,356.00	\$ 5,200.00	\$ 6,760.00	\$ 9,800.00	\$ 12,740.00	\$ 7,000.00	\$ 9,100.00	\$ 4,600.00	\$ 5,980.00
21	STABILIZING CROP - TEMP SEEDING, FERTILIZER & MULCHING - TYPE 4	1.3 ACRE	\$ 1,030.00	\$ 1,339.00	\$ 1,300.00	\$ 1,690.00	\$ 3,800.00	\$ 4,940.00	\$ 1,150.00	\$ 1,495.00	\$ 1,200.00	\$ 1,560.00
22	SWPPP MANAGEMENT	1 LS	\$ 2,060.00	\$ 2,060.00	\$ 2,000.00	\$ 2,000.00	\$ 2,200.00	\$ 2,200.00	\$ 3,500.00	\$ 3,500.00	\$ 2,300.00	\$ 2,300.00
23	COMPOST FILTER TUBE (8-INCH DIA.)	2,275 LF	\$ 1.96	\$ 4,459.00	\$ 1.90	\$ 4,322.50	\$ 3.55	\$ 8,076.25	\$ 2.00	\$ 4,550.00	\$ 2.20	\$ 5,005.00
24	RIP RAP, CLASS E REVETMENT	40 TON	\$ 66.00	\$ 2,640.00	\$ 62.00	\$ 2,480.00	\$ 63.00	\$ 2,520.00	\$ 85.00	\$ 3,400.00	\$ 66.00	\$ 2,640.00
25	STABILIZED CONSTRUCTION ENTRANCE	15 TON	\$ 41.00	\$ 615.00	\$ 11.30	\$ 169.50	\$ 52.75	\$ 791.25	\$ 100.00	\$ 1,500.00	\$ 35.00	\$ 525.00
26	BIODEGRADABLE EROSION CONTROL BLANKET	158 SQ	\$ 20.60	\$ 3,254.80	\$ 20.00	\$ 3,160.00	\$ 23.50	\$ 3,713.00	\$ 30.00	\$ 4,740.00	\$ 23.00	\$ 3,634.00
27	INLET PROTECTION DEVICE, AREA DRAIN	7 EA	\$ 183.34	\$ 1,283.38	\$ 178.00	\$ 1,246.00	\$ 200.00	\$ 1,400.00	\$ 75.00	\$ 525.00	\$ 210.00	\$ 1,470.00
28	INLET PROTECTION DEVICE, OPEN THROAT CURB INTAKE	2 EA	\$ 123.60	\$ 247.20	\$ 120.00	\$ 240.00	\$ 200.00	\$ 400.00	\$ 250.00	\$ 500.00	\$ 140.00	\$ 280.00
29	MOBILIZATIONS, EROSION CONTROL	3 EA	\$ 721.00	\$ 2,163.00	\$ 700.00	\$ 2,100.00	\$ 750.00	\$ 2,250.00	\$ 350.00	\$ 1,050.00	\$ 270.00	\$ 810.00
30	MOBILIZATIONS, EMERGENCY EROSION CONTROL	1 EA	\$ 1,030.00	\$ 1,030.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 750.00	\$ 750.00	\$ 1,200.00	\$ 1,200.00
31	MOBILIZATION	1 LS	\$ 25,500.00	\$ 25,500.00	\$ 25,000.00	\$ 25,000.00	\$ 23,500.00	\$ 23,500.00	\$ 22,850.00	\$ 22,850.00	\$ 43,000.00	\$ 43,000.00
32	CONCRETE WASHOUT	1 LS	\$ 1,000.00	\$ 1,000.00	\$ 150.00	\$ 150.00	\$ 950.00	\$ 950.00	\$ 3,250.00	\$ 3,250.00	\$ 1,900.00	\$ 1,900.00
TOTAL BASE BID				\$ 249,857.63		\$ 258,389.00		\$ 277,684.41		\$ 279,530.00		\$ 301,344.00

Note: Items in RED are corrected math errors from contractor's original bid form

SHIVE-HATTERY, INC.

2839 Northgate Drive
Iowa City, Iowa 52245-9568
(319) 354-3040

TABULATION OF BIDS

Client: City of North Liberty
Project Name: Fox Run Pond Trail Improvements
S-H Project #: 2112305130

Bid Date: December 5, 2023, 10:00 A.M.
Location: NL Administration Building, 3 Quail Creek Circle
Pages: 3 of 3

NAME AND ADDRESS OF BIDDER		Engineers' Estimate										
Addendum 1												
Bid Security - 5%												
Bidder Status Form												
Iowa Contractor License Number												
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	CLEARING AND GRUBBING	1 LS	\$ 5,000.00	\$ 5,000.00		\$ -		\$ -		\$ -		\$ -
2	TOPSOIL, ON-SITE	855 CY	\$ 16.00	\$ 13,680.00		\$ -		\$ -		\$ -		\$ -
3	TOPSOIL, OFF-SITE	155 CY	\$ 70.00	\$ 10,850.00		\$ -		\$ -		\$ -		\$ -
4	CLASS 10 EXCAVATION	376 CY	\$ 25.00	\$ 9,400.00		\$ -		\$ -		\$ -		\$ -
5	MODIFIED SUBBASE	215 CY	\$ 57.50	\$ 12,362.50		\$ -		\$ -		\$ -		\$ -
6	STORM SEWER, TRENCHED, PVC, 6-INCH	39 LF	\$ 30.00	\$ 1,170.00		\$ -		\$ -		\$ -		\$ -
7	STORM SEWER, TRENCHED, HDPE, 12-INCH	190 LF	\$ 60.00	\$ 11,400.00		\$ -		\$ -		\$ -		\$ -
8	STORM SEWER, TRENCHED, HDPE, 15-INCH	107 LF	\$ 90.00	\$ 9,630.00		\$ -		\$ -		\$ -		\$ -
9	STORM SEWER, TRENCHED, RCP CLASS III, 30-INCH	40 LF	\$ 300.00	\$ 12,000.00		\$ -		\$ -		\$ -		\$ -
10	PIPE CULVERT, TRENCHED, PVC W/ MITERED END SECTIONS, 8-INCH	252 LF	\$ 75.00	\$ 18,900.00		\$ -		\$ -		\$ -		\$ -
11	FLARED END SECTION, RCP, 15-INCH	1 EA	\$ 2,000.00	\$ 2,000.00		\$ -		\$ -		\$ -		\$ -
12	REMOVE & REINSTALL FLARED END SECTION, CLASS III RCP, 30-INCH	2 EA	\$ 850.00	\$ 1,700.00		\$ -		\$ -		\$ -		\$ -
13	SUBDRAIN OUTLETS AND CONNECTIONS, 6-INCH	1 EA	\$ 300.00	\$ 300.00		\$ -		\$ -		\$ -		\$ -
14	AREA INTAKE, SW-512, 24 INC. WITH TYPE 3B CASTING	5 EA	\$ 2,500.00	\$ 12,500.00		\$ -		\$ -		\$ -		\$ -
15	CONNECTION TO EXISTING INTAKE	1 EA	\$ 1,350.00	\$ 1,350.00		\$ -		\$ -		\$ -		\$ -
16	REMOVAL OF SIDEWALK	51 SY	\$ 30.00	\$ 1,530.00		\$ -		\$ -		\$ -		\$ -
17	SIDEWALK, P.C. CONCRETE, THICKENED EDGE PLAYGROUND BORDER	188 LF	\$ 80.00	\$ 15,040.00		\$ -		\$ -		\$ -		\$ -
18	SIDEWALK, P.C. CONCRETE, 6-INCH	1,270 SY	\$ 55.00	\$ 69,850.00		\$ -		\$ -		\$ -		\$ -
19	TEMPORARY TRAFFIC CONTROL	1 LS	\$ 2,500.00	\$ 2,500.00		\$ -		\$ -		\$ -		\$ -
20	PERMANENT SEEDING, FERTILIZER & HYDRAULIC EROSION CONTROL	1.3 ACRE	\$ 5,500.00	\$ 7,150.00		\$ -		\$ -		\$ -		\$ -
21	STABILIZING CROP - TEMP SEEDING, FERTILIZER & MULCHING - TYPE 4	1.3 ACRE	\$ 600.00	\$ 780.00		\$ -		\$ -		\$ -		\$ -
22	SWPPP MANAGEMENT	1 LS	\$ 1,800.00	\$ 1,800.00		\$ -		\$ -		\$ -		\$ -
23	COMPOST FILTER TUBE (8-INCH DIA.)	2,275 LF	\$ 3.50	\$ 7,962.50		\$ -		\$ -		\$ -		\$ -
24	RIP RAP, CLASS E REVETMENT	40 TON	\$ 30.00	\$ 1,200.00		\$ -		\$ -		\$ -		\$ -
25	STABILIZED CONSTRUCTION ENTRANCE	15 TON	\$ 50.00	\$ 750.00		\$ -		\$ -		\$ -		\$ -
26	BIODEGRADABLE EROSION CONTROL BLANKET	158 SQ	\$ 25.00	\$ 3,950.00		\$ -		\$ -		\$ -		\$ -
27	INLET PROTECTION DEVICE, AREA DRAIN	7 EA	\$ 150.00	\$ 1,050.00		\$ -		\$ -		\$ -		\$ -
28	INLET PROTECTION DEVICE, OPEN THROAT CURB INTAKE	2 EA	\$ 150.00	\$ 300.00		\$ -		\$ -		\$ -		\$ -
29	MOBILIZATIONS, EROSION CONTROL	3 EA	\$ 500.00	\$ 1,500.00		\$ -		\$ -		\$ -		\$ -
30	MOBILIZATIONS, EMERGENCY EROSION CONTROL	1 EA	\$ 1,000.00	\$ 1,000.00		\$ -		\$ -		\$ -		\$ -
31	MOBILIZATION	1 LS	\$ 26,000.00	\$ 26,000.00		\$ -		\$ -		\$ -		\$ -
32	CONCRETE WASHOUT	1 LS	\$ 1,500.00	\$ 1,500.00		\$ -		\$ -		\$ -		\$ -
TOTAL BASE BID				\$ 266,105.00		\$ -		\$ -		\$ -		\$ -

Note: Items in RED are corrected math errors from contractor's original bid form

Resolution No. 2023-140

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING EXECUTION
OF THE CONTRACT FOR THE FOX RUN POND TRAIL PROJECT,
NORTH LIBERTY, IOWA**

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

WHEREAS, the City Council sought bids for the Fox Run Pond Trail Project;

WHEREAS, ten contractors submitted responsive bids for the project; and

WHEREAS, the low base bid for the project was from Dennis Spencer Construction in the amount of \$172,500.05; and

NOW, THEREFORE, BE IT RESOLVED that the Fox Run Pond Trail Project is authorized and the bid from Dennis Spencer Construction is hereby accepted and approved for the project at an amount of \$172,500.05 as set forth therein.

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

APPROVED AND ADOPTED this 12th day of December, 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



Street Maintenance Facility Remodel Project

December 6, 2023

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

RE: City of North Liberty, Streets & Maintenance Facility Interior Remodel

Dear Mr. Heiar:

On December 4, 2023, at 2:00 pm in the North Liberty City Administration building, ten bids were received and opened for the above-referenced project.

The low Base Bid was received from Peak Construction Group Inc. of North Liberty, Iowa, in the amount of \$608,000 with a Bid Alternate #1 cost of \$128,500. The design professionals' base bid construction cost opinion was \$560,000 with a Bid Alternate #1 cost opinion of \$75,000.

While all the submitted Base Bid amounts were above the cost opinion, the large number of bids provides a good overview of the project value, with the low bidder delivering the Base Bid project for significantly less than the other bids received. After a joint review of building line-item costs with Peak Construction Group, we have determined that the overage is due to higher-than-anticipated HVAC and electrical costs. Reducing these costs is extremely difficult without changing the building program, as successive value-engineering efforts made during the document development phases have tightened the scope of the design to a minimum for this building program.

Bid Alternate #1 was created primarily to establish a cost for upgrading the existing Johnson Controls building automation system. We do not recommend accepting the bid alternate at this time as doing so would further increase the budget shortfall by a significant amount.

Subject to the contractor submitting acceptable bonds, insurance, and acceptance of the contract agreement, we recommend award of the base bid contract to Peak Construction Group Inc. based upon their lowest responsible, responsive bid. Upon City Council approval of this award, we will proceed with issuing a Notice of Award and begin administration of the construction contract.

Please contact our office if you have questions.

Sincerely,
SHIVE-HATTERY, INC.



Brian Gotwals, AIA, NCARB, LEED AP

BLG

Enc.: Bid Tabulation

Copy: Tracey Mulcahey, Assistant City Administrator
Michael Pentecost, Streets Superintendent



Josiah Bilskemper, S-H
Chris Ciccariello, S-H

City of North Liberty
Streets and Maintenance Facility - Interior Remodel
2112301650

Bid Date: December 4, 2023
Time: 2:00 p.m. CST
Location: City of North Liberty
Administration Building
3 Quail Creek Circle
North Liberty, Iowa 52317

NAME AND ADDRESS OF GENERAL CONTRACTORS		Peak Construction	McComas-Lacina Construction	Garling Construction	King Construction	TriCon Construction	Reed Construction	City Construction	SG Construction	Unzeitig Construction	Sheets General Construction
REQUIRED BIDDING DOCUMENTS		YES / NO	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO	YES / NO
1.	Bid Form	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2.	5% Bid Security by Certified Check or Bid Bond	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3.	Bidder Status Form	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4.	Receipt of Addendum No. 1	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5.	Receipt of Addendum No. 2	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6.	Receipt of Addendum No. 3	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
		PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE
BASE BID (In Ascending Order):		\$608,000.00	\$642,000.00	\$644,100.00	\$645,500.00	\$648,000.00	\$657,660.00	\$663,200.00	\$676,706.00	\$681,000.00	\$683,400.00
ALTERNATE BID NO. 1: Building Automation System (BAS) Upgrade		\$128,500.00	\$25,500.00	\$27,000.00	\$27,675.00	\$26,000.00	\$28,658.00	\$26,600.00	\$28,050.00	\$27,100.00	\$26,500.00
TOTAL:		\$736,500.00	\$667,500.00	\$671,100.00	\$673,175.00	\$674,000.00	\$686,318.00	\$689,800.00	\$704,756.00	\$708,100.00	\$709,900.00

Resolution No. 2023-141

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING EXECUTION
OF THE CONTRACT FOR THE STREET MAINTENANCE FACILITY
REMODEL PROJECT, NORTH LIBERTY, IOWA**

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

WHEREAS, the City Council sought bids for the Street Maintenance Facility Remodel Project;

WHEREAS, ten contractors submitted responsive bids for the project; and

WHEREAS, the low base bid for the project was from Peak Construction Group, Inc. in the amount of \$608,000.00; and

NOW, THEREFORE, BE IT RESOLVED that the Street Maintenance Facility Remodel Project is authorized and the bid from Peak Construction Group, Inc. is hereby accepted and approved for the project at an amount of \$608,000.00 as set forth therein.

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

APPROVED AND ADOPTED this 12th day of December, 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



Policy regarding Payables

Resolution No. 2023-142

RESOLUTION ESTABLISHING THE POLICY FOR PAYMENT OF CLAIMS DUE TO THE CANCELLATION OF THE SECOND CITY COUNCIL MEETING IN DECEMBER 2023

WHEREAS, the North Liberty City Council meets on the second and fourth Tuesdays of each month, and

WHEREAS, the fourth Tuesday in December 2023 is on a city recognized Holiday, and

WHEREAS, the City Council is unable to schedule a second meeting for the month, and

WHEREAS, certain warrants are required to be paid including those that would incur fees or penalties, and routine bills, and

WHEREAS, this is a one-time action. Claims will be reviewed by the Payables Clerk. Claims will be approved for payment by the City Administrator. No claims over \$5,000.00 will be paid without Council approval unless a fee or penalty will be assessed. Claims that are approved for payment will be paid on December 27, 2023, and

WHEREAS, all claims paid on December 27, 2023 will be on the City Council Claims list on January 9, 2024 for Council review and consideration and will be published in the next list of claims in compliance with standard policy.

NOW, THEREFORE, BE IT RESOLVED by the North Liberty City Council that claims can be paid on December 27, 2023 in compliance with the terms of this resolution and compliance with standard claim payment procedures.

APPROVED AND ADOPTED this 12th day of December, 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



Urban Renewal Loan Agreement

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

421033-94

North Liberty, Iowa

December 12, 2023

The City Council of the City of North Liberty, Iowa, met on December 12, 2023, at ____
o'clock __.m., at the _____, North Liberty, Iowa.

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

Present: _____

Absent: _____.

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

Ayes: _____

Nays: _____.

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

••••

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

CHRIS HOFFMAN, MAYOR

Attest:

TRACEY MULCAHEY, CITY CLERK

Resolution No. 2023-143

RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING ON PROPOSAL TO ENTER INTO AN URBAN RENEWAL LOAN AGREEMENT AND TO BORROW MONEY THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$6,000,000

WHEREAS, the City of North Liberty (the "City"), in Johnson County, Iowa proposes to enter into an Urban Renewal Loan Agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$6,000,000, pursuant to the provisions of Sections 384.24A and 384.24.3(q) of the Code of Iowa, for the purpose of paying the costs, to that extent, of undertaking the Centennial Park Improvements Project, an urban renewal project of the City authorized by action of the City Council on March 24, 2020 (the "Project"), and in lieu of calling an election thereon, the City desires to institute proceedings to enter into the Loan Agreement by causing a notice of such proposal to be published, including notice of the right to petition for an election, under the provisions of Sections 384.24.3(q) and 384.26 of the Code of Iowa, 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;

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 January 9, 2024, 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 ten (10) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO ENTER
INTO A LOAN AGREEMENT AND TO BORROW MONEY THEREUNDER IN A
PRINCIPAL AMOUNT NOT TO EXCEED \$6,000,000

(GENERAL OBLIGATION)

The City Council of the City of North Liberty, Iowa (the "City"), will meet on January 9, 2024, at the Council Chambers, North Liberty, Iowa, at 6:30 p.m., for the purpose of instituting proceedings and taking action on a proposal to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$6,000,000 for the purpose of paying the costs, to that extent, of undertaking the Centennial Park Improvements Project, an urban renewal project of the City authorized by action of the City Council on March 24, 2020.

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

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

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

Tracey Mulcahey
City Clerk

Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the "Regulations") of the Internal Revenue Service, the City declares (a) that it intends to undertake the Project which is reasonably estimated to cost approximately \$6,000,000, (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.

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

APPROVED AND ADOPTED this 12th day of December, 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

ATTESTATION CERTIFICATE

STATE OF IOWA
JOHNSON COUNTY SS:
CITY OF NORTH LIBERTY

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

WITNESS MY HAND this 12th day of December, 2023.

TRACEY MULCAHEY, CITY CLERK

ORGANIZATION CERTIFICATE

STATE OF IOWA
JOHNSON COUNTY SS:
CITY OF NORTH LIBERTY

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

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

Chris Hoffman, Mayor

Ryan Heiar, City Administrator

Tracey Mulcahey, Assistant City Administrator/City Clerk

Debra Hilton, City Treasurer

Brian Wayson, Council Member/Mayor Pro Tem

Ashley Bermel, Council Member

RaQuishia Harrington, Council Member

Brent Smith, Council Member

Brian Wayson, Council Member

WITNESS MY HAND this 12th day of December, 2023.

TRACEY MULCAHEY, CITY CLERK



Diamond Dreams Agreement

AMENDED DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of North Liberty, Iowa (the “City”) and DD Building, LLC (the “Company”) as of _____, 2024 (the “Commencement Date”).

WHEREAS, the City has established the North Liberty Urban Renewal Area (the “Urban Renewal Area”), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Company owns certain real property which is situated in the City and lies within the Urban Renewal Area and is more specifically described on Exhibit A hereto (the “Property”); and

WHEREAS, the Company has proposed to undertake the construction of a new softball/baseball instructional facility (the “Project”) on the Property; and

WHEREAS, the Company has requested that the City provide financial assistance in the form of incremental property tax payments to be used by the Company in paying the costs of constructing and maintaining the Project; and

WHEREAS, the taxable base valuation of the Property for purposes of calculations of Incremental Property Tax Revenues (as herein defined) under this Agreement and Section 403.19 of the Code of Iowa is the taxable valuation of the Property as of January 1, 2020 (the “Base Valuation”); and

WHEREAS, the City and the Developer entered into a Development Agreement (the “Original Agreement”) dated April 28, 2020, pursuant to which the City agreed to provide tax increment financing assistance to the Developer with respect to the Project; and

WHEREAS, it is now necessary to amend the Original Agreement to adjust the time period during which the City will make incremental property tax payments to the Developer; and

WHEREAS, this Amended Development Agreement (the “Agreement”) has been prepared to set forth the updated, mutual understanding between the City and the Developer and to replace the Original Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Company’s Covenants

1. Project Construction and Operation. The Company agrees to construct the Project on the Property and to maintain and use the completed Project in its business operations throughout the Term (as hereinafter defined) of this Agreement. Furthermore, the Company agrees to invest not less than \$2,300,000 into capital improvements for the Project, including

construction work, equipment and other furnishings. The Company has submitted a detailed site plan (the "Site Plan") for the development of the Project to the City which was approved on October 8, 2019 and is set forth as Exhibit B hereto. The Company agrees to construct the Project in substantial compliance with the Site Plan and to complete construction of the Project by December 31, 2020, or such later date as agreed to by the City.

2. Property Taxes. The Company agrees to make timely payment of all property taxes as they come due with respect to the Property with the completed Project thereon throughout the Term (as hereinafter defined) of this Agreement and to submit a receipt or cancelled check in evidence of each such payment upon request.

3. Company's Certifications. The Company agrees to submit reasonable documentation to the satisfaction of the City by no later than each October 15 during the Term (as hereinafter defined), commencing October 31, 2021, or such later date as agreed to by the City, demonstrating that the completed Project is being used in its business operations.

4. Property Tax Payment Certification. Furthermore, the Company agrees to certify to the City by no later than October 15 of each year during the Term (as hereinafter defined) commencing October 15, 2022, an amount (the "Company's Estimate") equal to the estimated Incremental Property Tax Revenues anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property. In submitting each such Company's Estimate, the Company will complete and submit the worksheet attached hereto as Exhibit C. The City reserves the right to review and request revisions to each such Company's Estimate to ensure the accuracy of the figures submitted. For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies, and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate (the "Adjusted Levy Rate") times any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Johnson County, above and beyond the Base Valuation; and (4) deducting any property tax credits which shall be available with respect to taxable incremental valuation of the Property.

Upon request, the City staff shall provide reasonable assistance to the Company in completing the worksheet required under this Section A.4.

5. Use-of-Space. The Company agrees to allow use of the completed Project free of charge, including the provision of instructional staff, to entities providing services to underserved children (as hereinafter defined) for at least 120 hours per year (the "Use-of-Space Requirements"). For purposes of this Agreement, "underserved children" means children that have or have had limited access to or participation in athletics or proper physical and/or social activity which would aid in their childhood development. The Company will rely on the expertise of local agencies to best identify underserved children in the area. The Company will establish a program that will allow for various established charitable, not-for-profit or other similar agencies which have underserved children as their primary mission or as one of their top

missions, to sign-up and use the facility during designated times. Examples of these types of local programs would be; The North Liberty Unity Coalition, United Action for Youth, Camp Courageous, Family Student Advocates, Johnson County 4-H, Big Brothers & Big Sisters of Johnson County, Liberty Central Noble Nights, Neighborhood Centers of Johnson County and SSIKED (Successful Students Inspired through Knowledge, Education, and Diversity) at Liberty High School. This list is not meant to be comprehensive or exclusive and it is contemplated that future groups that could be offered the opportunity to participate may not even have been formed as the date of this agreement. When possible and practical, this service shall be directed to benefit children that reside in the North Liberty City Limits but shall not be meant to exclude any underserved children in the area.

6. Default Provisions.

A. Events of Default. The following shall be “Events of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- 1) Failure by the Company to complete construction of the Project pursuant to the terms and conditions of this Agreement.
- 2) Failure by the Company to cause the completed Project to be used for the state purpose throughout the Term (as hereinafter defined) of this Agreement.
- 3) Failure by the Company, or its successors or assigns, to fully and timely remit payment of property taxes when due and owing.
- 4) Failure by the Company to comply with Sections A.3, A.4 or A.5 of this Agreement.

B. Notice and Remedies. Whenever any event of default described in this Agreement occurs, the City shall provide written notice to the Company describing the cause of the default and the steps that must be taken by the Company in order to cure the default. The Company shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Company fails to cure the default or provide assurances, the City shall then have the right to:

- 1) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- 2) Withhold any future Payments provided for under Section B.1 below.

7. Legal and Administrative Costs. The Company hereby acknowledges that the City will cover the initial payment of legal fees and administrative costs (the “Actual Admin Costs”) incurred by the City in connection with the drafting, negotiation and authorization of the Original Agreement and this Agreement, including the necessary amendment to the Urban Renewal Area. Furthermore, the Company agrees that the City shall withhold an amount (the “Admin Withholding Amount”) equal to the lesser of (1) \$8,000 or (2) the Actual Admin Costs from the initial Payments, as hereinafter set forth in order to recover some or all of the Actual Admin Costs.

B. City's Obligations

1. Payments. In recognition of the Company's obligations set out above, the City agrees to make five (5) annual economic development tax increment payments (the "Payments" and each, individually a "Payment") to the Company during the Term (as hereinafter defined) of this Agreement pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments shall not exceed Three Hundred Twenty Thousand Dollars (\$320,000) (the "Maximum Payment Total"), and all Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues received by the City from the Johnson County Treasurer attributable to the taxable valuation of the Property.

Prior to funding any Payments under this Agreement, the City will first withhold from the Incremental Property Tax Revenues an amount equal to the Admin Withholding Amount. Once an amount equal to the Admin Withholding Amount has been withheld by the City, the Payments shall be made as hereinafter set forth.

The full taxable valuation resulting from the Project went on the property tax rolls as of January 1, 2022. Accordingly, Payments will be made on June 1 of each fiscal year, beginning June 1, 2024, and continuing through and including June 1, 2028, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

2. Annual Appropriation. Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term (as hereinafter defined) of this Agreement, commencing in calendar year 2022, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payment due in the following fiscal year, an amount (the "Appropriated Amount") of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Company's Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payment scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Payment or to seek damages relative thereto or to compel the funding of such Payment in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year's Payment shall not render this Agreement null and void, and the Company shall make the next succeeding submission of the Company's Estimate as called for in Section A.4 above, provided however that no Payment shall be made after June 1, 2028.

3. Payment Amounts. Each Payment shall be in an amount equal to the corresponding Appropriated Amount (for example, for the Payment due on June 1, 2024, the amount of such Payment would be determined by the Appropriated Amount determined for certification by December 1, 2022), provided, however, that no Payment shall exceed the amount of Incremental Property Tax Revenues received by the City from the Johnson County Treasurer

attributable to the taxable valuation of the Property with the Project thereon factored by the Annual Percentage.

4. Certification of Payment Obligation. In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.2 above, then the City Clerk will certify by December 1 of each such year to the Johnson County Auditor an amount equal to the most recently obligated Appropriated Amount.

C. Administrative Provisions

1. Amendment and Assignment. Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Company's rights to receive the Payments hereunder may be assigned by the Company to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.

2. Successors. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. Term. The term (the "Term") of this Agreement shall commence on the Commencement Date and end on June 1, 2028 or on such earlier date upon which the aggregate sum of Payments made to the Company equals the Maximum Payment Total.

4. Choice of Law. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Company have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF NORTH LIBERTY, IOWA

By: _____
Mayor

Attest:

City Clerk

DD BUILDING, LLC

By: _____
[Name, Title]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Certain real property situated in the City of North Liberty, Johnson County, State of Iowa, bearing Johnson County Property Tax Parcel Identification Number 0610308001.

EXHIBIT B

SITE PLAN

EXHIBIT C

COMPANY'S ESTIMATE WORKSHEET

- (1) Date of Preparation: October _____, 20____.
- (2) Assessed Taxable Valuation of Property as of January 1, 20____:
\$_____.
- (3) Base Taxable Valuation of Property for purposes of Agreement:
\$_____.
- (4) Incremental Taxable Valuation of Property (2 minus 3):
\$_____ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$_____ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$_____ x \$_____/1000 = \$_____ (the "TIF Estimate")

APPROVE AMENDED DEVELOPMENT AGREEMENT

(DD Building, LLC)

421033-78

North Liberty, Iowa

December 12, 2023

A meeting of the City Council of the City of North Liberty, Iowa, was held at _____ p.m., on December 12, 2023, at the _____ in the City, pursuant to the rules of the Council.

The Mayor presided and the roll was called, showing members present and absent as follows:

Present: _____

Absent: _____.

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

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared said resolution duly adopted, as follows:

Resolution No. 2023-144

RESOLUTION APPROVING AMENDED DEVELOPMENT AGREEMENT WITH DD BUILDING, LLC

WHEREAS, the City of North Liberty, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the North Liberty Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, this City Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the "Urban Renewal Tax Revenue Fund"), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has previously entered into a certain development agreement (the "Original Agreement") with DD Building, LLC (the "Developer") pursuant to which the Developer agreed to undertake the construction of a new softball/baseball instructional facility (the "Project"); and

WHEREAS, under the Original Agreement, the City agreed to make annual appropriation incremental property tax payments (the "Payments") to the Developer in an amount not exceeding \$320,000; and

WHEREAS, the City and the Developer now propose to amend the Original Agreement in order to adjust the time period during which the City will make the Payments to the Developer; and

WHEREAS, an amended agreement (the "Amended Agreement") has been prepared to set forth the new understanding between the City and the Developer, and it is now necessary to make provision for its approval; and

WHEREAS, Chapter 15A of the Code of Iowa ("Chapter 15A") declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors;

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

Section 1. Pursuant to the factors listed in Chapter 15A, the Council hereby reaffirms that:

(a) The Project will add diversity and generate new opportunities for the North Liberty and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the creation of new jobs and income, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The City Council further finds and reaffirms that a public purpose will reasonably be accomplished by entering into the Amended Agreement and providing the Payments to the Developer.

Section 3. The Amended Agreement is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Amended Agreement on behalf of the City, in substantially the form and content in which the Amended Agreement has been presented to this City Council. Such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Amended Agreement.

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed.

APPROVED AND ADOPTED this 12th day of December, 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

•••••

On motion and vote the meeting adjourned.

CHRIS HOFFMAN, MAYOR

Attest:

TRACEY MULCAHEY, CITY CLERK

STATE OF IOWA
JOHNSON COUNTY SS:
CITY OF NORTH LIBERTY

I, the undersigned, City Clerk of the aforementioned City, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to adopting a resolution to approve an amended development agreement with DD Building, LLC.

WITNESS MY HAND hereto affixed this 12th day of December, 2023.

TRACEY MULCAHEY, CITY CLERK



Forevergreen Road Signalization Project

Prepared by and return to: Grant D. Lientz, City of North Liberty, 3 Quail Creek Circle, PO Box 77, North Liberty, IA 52317; (319) 626-5766

WARRANTY DEED

For the consideration of One Dollar(s) and other valuable consideration, BOWMAN PROPERTY, LLC, does hereby convey to the CITY OF NORTH LIBERTY, IOWA, the following described real estate in Johnson County, Iowa:

That part of the Southwest Quarter of the Northwest Quarter of Section 23, Township 80 North, Range 7 West of the 5th P.M., North Liberty, Johnson County, Iowa described as follows:

Commencing as a point of reference at the Southwest Corner of said Northwest Quarter;

thence North 0°47'57" West 102.60 feet along the west line of said Northwest Quarter (assumed bearing for this description only);

thence North 89°06'35" East 33.00 feet;

thence South 84°26'34" East 9.57 feet to the point of beginning;

thence continuing South 84°26'34" East 40.00 feet along the northerly right-of-way of Forevergreen Road;

thence North 42°37'15" West 59.62 feet to a point of intersection with the easterly right-of-way of Kansas Avenue;

thence South 0°47'57" East 40.00 feet along said easterly right-of-way to the point of beginning and containing an area of 795 square feet more or less.

Grantor does hereby covenant with Grantee, and successors in interest, that Grantor holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and Grantors covenants to warrant and defend the real estate against the lawful

claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Date this 27 day of November, 2023


Bowman Property, LLC
by Alan Marks, President

STATE OF Arizona, COUNTY OF Maricopa : ss

On this 27th day of November, 2023, before me, the undersigned, a Notary Public in and for the State of Arizona, personally appeared Alan Marks, to me personally known, who, being by me duly sworn, did say that he is the President of Bowman Property, LLC, an Iowa corporation, and that the instrument was signed on behalf of the corporation by the authority of its members, and that Alan Marks acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the corporation, by it and by him voluntarily executed.



Notary Public in and for said State



EXHIBIT A

Index Legend	
City:	NORTH LIBERTY
County:	JOHNSON COUNTY
Geospatial ID:	D623251004
Description:	SW 1/4 NW 1/4 SECTION 23-80-7
Proprietor:	BOWMAN PROPERTY, LLC
Surveyor:	JONATHON BAILEY, PLS
Company:	SHIVE-HATTERY INC
Return To:	2839 NORTHGATE DRIVE IOWA CITY, IOWA 52245, PH: 319.354.3040

THIS SPACE RESERVED FOR RECORDER'S USE

DESCRIPTION

That part of the Southwest Quarter of the Northwest Quarter of Section 23, Township 80 North, Range 7 West of the 5th P.M., North Liberty, Johnson County, Iowa described as follows:

Commencing as a point of reference at the Southwest Corner of said Northwest Quarter;

thence North 0°47'57" West 102.60 feet along the west line of said Northwest Quarter (assumed bearing for this description only);

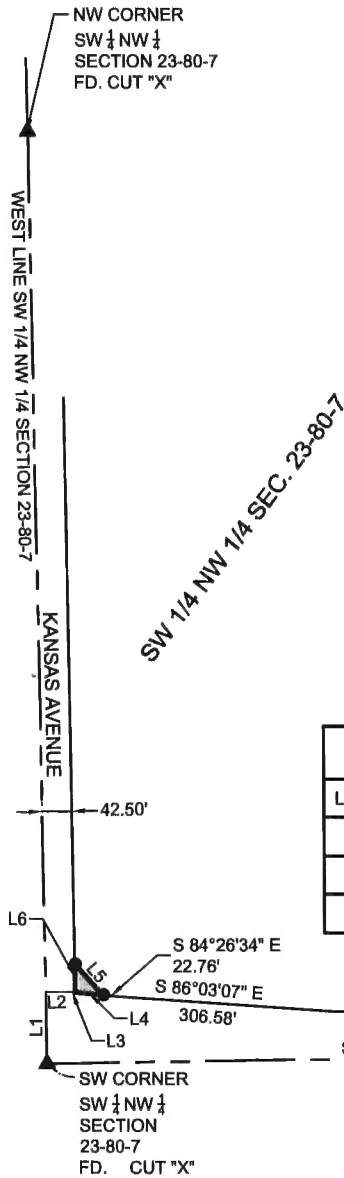
thence North 89°06'35" East 33.00 feet;

thence South 84°26'34" East 9.57 feet to the point of beginning;

thence continuing South 84°26'34" East 40.00 feet along the northerly right-of-way of Forevergreen Road;

thence North 42°37'15" West 59.62 feet to a point of intersection with the easterly right-of-way of Kansas Avenue;

thence South 0°47'57" East 40.00 feet along said easterly right-of-way to the point of beginning and containing an area of 795 square feet more or less.



LINE TABLE			LINE TABLE		
LINE	LENGTH	DIRECTION	LINE	LENGTH	DIRECTION
L1	102.60'	N 00°47'57" W	L4	40.00'	S 84°26'34" E
L2	33.00'	N 89°06'35" E	L5	59.62'	N 42°37'15" W
L3	9.57'	S 84°26'34" E	L6	40.00'	S 00°47'57" E

LEGEND

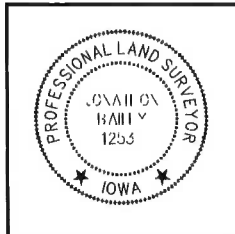
▲ FOUND SECTION CORNER AS NOTED

● SET 1/2" IRON ROD W/ YELLOW CAP #12531

0 100 200 400

SCALE IN FEET

ONLY THESE COPIES OF THIS DOCUMENT SIGNED AND DATED IN CONTRASTING INK COLOR ARE TO BE CONSIDERED CERTIFIED OFFICIAL COPIES PER IOWA ADMINISTRATION CODE 193C-6.1(9)



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

SIGNATURE: _____
 NAME: **JONATHON BAILEY**
 DATE: _____ LICENSE NUMBER: 12531
 MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2024
 PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: _____
 1 of 1

SHIVEHATTERY
 ARCHITECTURE+ENGINEERING

2839 NORTHGATE DRIVE
 IOWA CITY, IOWA 52245
 319.354.3040 | SHIVE-HATTERY.COM

RIGHT-OF-WAY ACQUISITION PLAT
 A PART OF THE SW 1/4 NW 1/4 SEC. 23-80-7

BOWMAN PROPERTY, LLC
 NORTH LIBERTY, JOHNSON COUNTY, IOWA

DATE	SCALE	AS SHOWN
DRAWN BY JSB	FIELD BOOK	
APPROVED BY JSB	REVISION	

PROJECT NO.
 2112302570

1 of 1

Resolution No. 2023-145

**A RESOLUTION APPROVING THE ACQUISITION OF
RIGHT OF WAY FROM BOWMAN PROPERTY LLC FOR
THE FOREVERGREEN ROAD SIGNALIZATION PROJECT**

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

WHEREAS, the City of North Liberty is planning the Forevergreen Road Signalization Project adjacent to property owned by Bowman Property LLC; and

WHEREAS, the City Council desires to acquire portions of property that is owned by Bowman Property, LLC for the purposes of public right-of-way; and

WHEREAS, a deed from Bowman Property, LLC to the City of North Liberty has been prepared, and a copy of said deed is attached hereto and by this reference made a part hereof; and

WHEREAS, said deed has been examined and is found to be in proper form; and

WHEREAS, the City of North Liberty agrees to provide compensation to the property owner for the right-of-way in the total amount of Two Thousand Six Hundred Dollars (\$2,600.00).

NOW, THEREFORE, BE IT RESOLVED that that the attached Warranty Deed to establish right of way on property owned by Bowman Property, LLC is authorized and approved.

APPROVED AND ADOPTED this 12th day of December, 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.

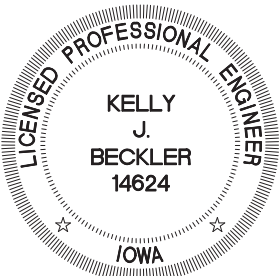
TRACEY MULCAHEY, CITY CLERK



Solomon's Landing Part Four Final Plat

SOLOMONS LANDING - PART FOUR M.L.O. EXHIBIT

MINIMUM LOW OPENING	
LOT NO.	ELEVATION
LOT 1	778.42

 <p style="text-align: center;">SEAL</p>	<p>I hereby certify that this engineering document was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.</p> <p style="text-align: right;">_____ 20____</p> <p>KELLY J. BECKLER, P.E. Iowa Lic. No. 14624</p> <p>My license renewal date is December 31, 20 ____.</p> <p><u>Pages or sheets covered by this seal:</u></p> <p>_____</p> <p>_____</p> <p>_____</p>
---	--

Designed by: KJB	Scale: NTS
Drawn by: JDM	Date: 12-01-23
Checked by: KJB	Project No: 11728-002

MLO EXHIBIT

SOLOMONS LANDING - PART FOUR
NORTH LIBERTY, IOWA

MMS CONSULTANTS, INC.
IOWA CITY, IOWA 52240
(319) 351-8282
www.mmsconsultants.net



Field Book No:	1373
Date	Revision

Resolution No. 2023-146

RESOLUTION APPROVING THE FINAL PLAT FOR SOLOMON'S LANDING PART FOUR 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 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 the issuance of any permits for development activities on Lot 1 within Solomon's Landing Part Four.

NOW, THEREFORE, BE IT RESOLVED that the final plat of Solomon's Landing Part Four is hereby approved and accepted.

APPROVED AND ADOPTED this 12th day of December, 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



**Solomon's Landing Part
Two Final Plat and Surety
Agreement**

LOCATION: PORTIONS OF OUTLOT "A", AND OUTLOT "B" OF SOLOMON'S LANDING - PART ONE, LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 80 NORTH, RANGE 7 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, JOHNSON COUNTY, IOWA.	SUBDIVIDER: LION DEVELOPMENT GROUP 75 COMMERCIAL DR #916 NORTH LIBERTY, IOWA 52317 SUBDIVIDER'S ATTORNEY: RYAN J. PRAMM 425 E. OAKDALE BOULEVARD SUITE 201 CORAVILLE, IOWA 52241 PROPRIETOR OR OWNER: PRATT REAL ESTATE MANAGEMENT INC 75 COMMERCIAL DR #916 NORTH LIBERTY, IOWA 52317 DOCUMENT RETURN INFORMATION: LAND SURVEYOR
LAND SURVEYOR: RICHARD R. NOWOTNY P.L.S. MMS CONSULTANTS INC. 1917 SOUTH GILBERT STREET IOWA CITY, IOWA, 52240 PHONE: 319-351-8282	
DATE OF SURVEY: 06-29-2023	

FINAL PLAT SOLOMONS LANDING - PART TWO NORTH LIBERTY, JOHNSON COUNTY, IOWA

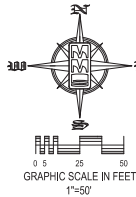


CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS
1917 S. GILBERT ST.
IOWA CITY, IOWA 52240
(319) 351-8282
www.mmsconsultants.net

FOR COUNTY RECORDER'S USE

LEGEND AND NOTES	
	- CONGRESSIONAL CORNER, FOUND
	- CONGRESSIONAL CORNER, REESTABLISHED
	- CONGRESSIONAL CORNER, RECORDED LOCATION
	- PROPERTY CORNER(S), FOUND (as noted)
	- PROPERTY CORNERS SET
	- 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

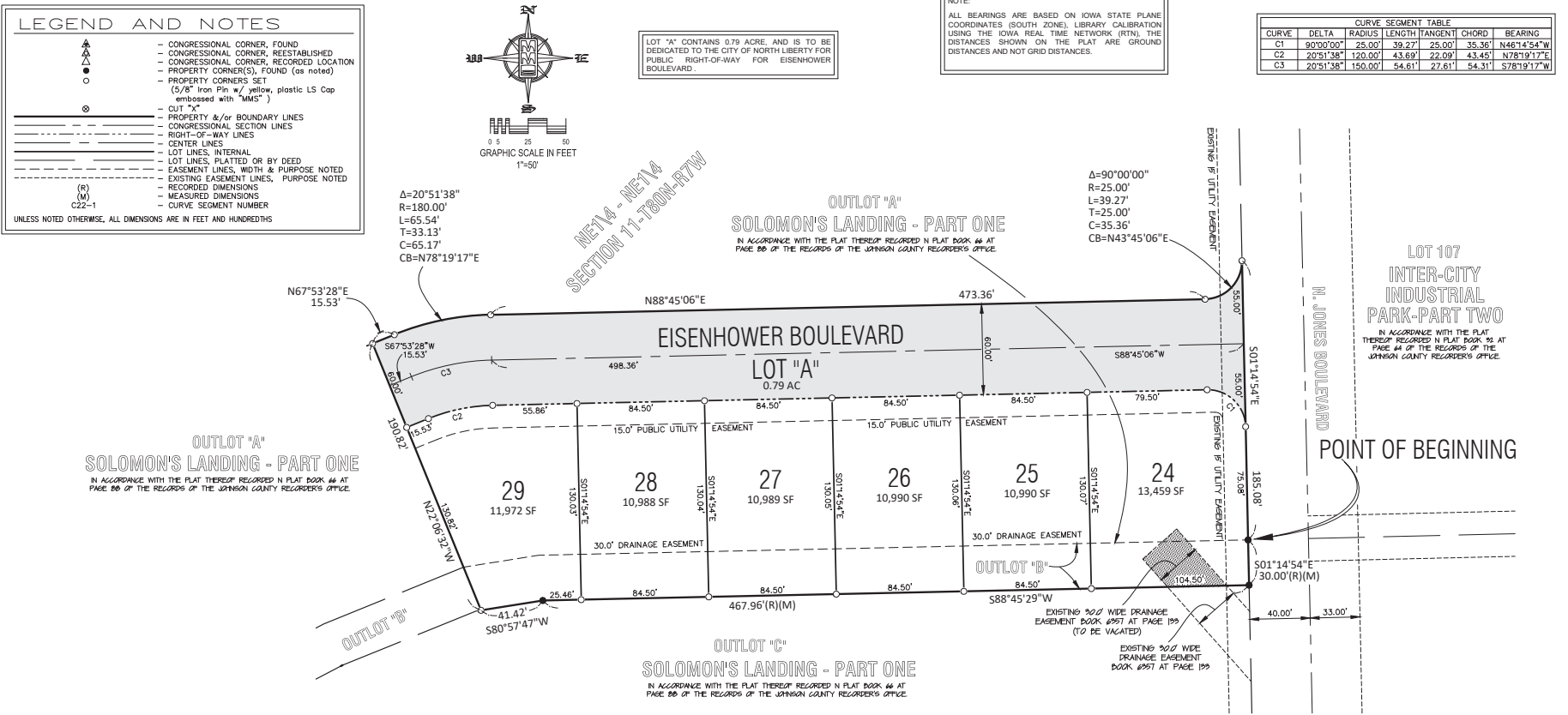
UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDRETHS



LOT "A" CONTAINS 0.79 ACRE, AND IS TO BE DEDICATED TO THE CITY OF NORTH LIBERTY FOR PUBLIC RIGHT-OF-WAY FOR EISENHOWER BOULEVARD.

NOTE:
ALL BEARINGS ARE BASED ON IOWA STATE PLANE COORDINATES (SOUTH ZONE). LIBRARY CALIBRATION USING THE IOWA REAL TIME NETWORK (IRTN). THE DISTANCES SHOWN ON THE PLAT ARE GROUND DISTANCES AND NOT GRID DISTANCES.

CURVE SEGMENT TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BEARING
C1	90°00'00"	25.00'	39.27'	25.00'	35.36'	N46°14'54"W
C2	20°51'38"	120.00'	43.69'	22.09'	43.45'	N78°19'17"E
C3	20°51'38"	150.00'	54.61'	27.61'	54.31'	S78°19'17"W



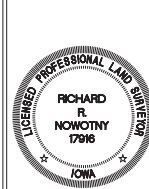
Date	Revision
10-13-2023	PER RRN REVIEW - RLW
12-06-2023	PER CITY REVIEW - CKM

FINAL PLAT

SOLOMONS LANDING PART TWO

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

DESCRIPTION - SOLOMONS LANDING - PART TWO
Beginning at the Northeast Corner of Outlot "B" 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; Thence S01°14'54"E, along the East Line of said Outlot "B", 30.00 feet; Thence S88°45'29"W, along said East Line, 467.96 feet; Thence S80°57'47"W, along said East Line, 41.42 feet; Thence N22°06'32"W, 190.82 feet; Thence N67°53'28"E, 15.53 feet; Thence Northeasterly, 65.54 feet, along a 180.00 foot radius curve, concave Southeasterly, whose 65.17 foot chord bears N78°19'17"E; Thence N88°45'06"E, 473.36 feet; Thence Northeasterly, 39.27 feet, along a 25.00 foot radius curve, concave Northwesterly, whose 35.36 foot chord bears N43°45'06"E, to a Point on the East Line of Outlot "A" of said Solomon's Landing - Part One; Thence S01°14'54"E, along said East Line, 185.08 feet, to the Point of Beginning. Said Solomon's Landing - Part Two contains 2.38 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.

_____, 20____
RICHARD R. NOWOTNY
P.L.S. Iowa Lic. No. 17916
My license renewal date is December 31, 20____.

Pages or sheets covered by this seal:

Sealed before me this ____ day of _____, 20____.
Notary Public, in and for the State of Iowa.


NORTH LIBERTY
JOHNSON COUNTY
IOWA

MMS CONSULTANTS, INC.
Date: 10-11-2023
Designed by: KJB Field Book No: 1373
Drawn by: RLW Scale: 1"=50'
Checked by: RRN Sheet No: 1
Project No: IOWA CITY
11728-001 of 1

SOLOMONS LANDING - PART TWO

M.L.O. EXHIBIT

MINIMUM LOW OPENING	
LOT NO.	ELEVATION
24 REAR	789.20
25 REAR	788.30
26 REAR	787.30
27 REAR	786.50
28 REAR	785.90
29 REAR	785.00

 <p style="text-align: center;">SEAL</p>	<p>I hereby certify that this engineering document was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.</p> <p style="text-align: right;">_____ 20____</p> <p>KELLY J. BECKLER, P.E. Iowa Lic. No. 14624</p> <p>My license renewal date is December 31, 20 ____.</p> <p><u>Pages or sheets covered by this seal:</u></p> <p>_____</p> <p>_____</p> <p>_____</p>
---	--

Designed by: KJB	Scale: NTS
Drawn by: JDM	Date: 11-01-23
Checked by: KJB	Project No: 11728-001

MLO EXHIBIT

SOLOMONS LANDING - PART TWO
NORTH LIBERTY, IOWA

MMS CONSULTANTS, INC.
IOWA CITY, IOWA 52240
(319) 351-8282
www.mmsconsultants.net



Field Book No:	1373
Date	Revision

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

**SURETY AGREEMENT
SOLOMON'S LANDING PART TWO SUBDIVISION**

THIS SURETY AGREEMENT is made this 12th day of December, 2023, by and between the City of North Liberty, Iowa ("City") and Pratt Real Estate Management, Inc. ("Developer").

RECITALS

A. Developer and the City originally entered into a Developer's Agreement for Solomon's Landing Part Two Subdivision, located on the following-described real estate ("Property"):

Beginning at the Northeast Corner of Outlot "B" 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; Thence S01°14'54"E, along the East Line of said Outlot "B", 30.00 feet; Thence S88°45'29"W, along said East Line, 467.96 feet; Thence S80°57'47"W, along said East Line, 41.42 feet; Thence N22°06'32"W, 190.82 feet; Thence N67°53'28"E, 15.53 feet; Thence Northeasterly, 65.54 feet, along a 180.00 foot radius curve, concave Southeasterly, whose 65.17 foot chord bears N78°19'17"E; Thence N88°45'06"E, 473.36 feet; Thence Northeasterly, 39.27 feet, along a 25.00 foot radius curve, concave Northwesterly, whose 35.36 foot chord bears N43°45'06"E, to a Point on the East Line of Outlot "A" of said Solomon's Landing - Part One; Thence S01°14'54"E, along said East Line, 185.08 feet, to the Point of Beginning. Said Solomon's Landing - Part Two contains 2.38 Acres, and is subject to easements and restrictions of record.

B. Pursuant to Section 3 of said Developer's Agreement, the Developer was required to complete certain site improvements at Developer's sole cost and expense, and subject to the City's prior approval thereof. The parties further acknowledge that the obligation to install public improvements is deemed a covenant running with the land and with title to the land.

C. All public improvements required under Section 3 of said Developer's Agreement have been installed by Developer except for those items included in the attached Exhibit A ("Surety Items"), estimated to cost Three Hundred Fifty-Five Thousand Dollars (\$355,000.00) (the "Surety Amount").

D. As a condition of approving the Final Plat for Solomon's Landing Part Two Subdivision, the City has asked and Developer has agreed to establish an irrevocable line of credit in favor of the City (the "Credit Account") in accordance with North Liberty Code of Ordinances § 180.11(8)(A)(2). Additional terms governing the Credit Account are set forth herein.

E. The purpose of this Surety Agreement is to give effect to the Developer's desire to receive final plat approval from the City prior to the construction and acceptance of the public improvements as set forth in the Developer's Agreement, and to the City's desire to ensure that those public improvements are completed satisfactorily and without risk or obligation to the City.

TERMS AND CONDITIONS

In consideration of the Recitals and the mutual covenants set out below, it is agreed as follows:

1. Recitals. By this reference, the Recitals set forth above are incorporated into and made part of this Agreement.

2. Credit Account. Prior to final plat approval, the Developer will establish an irrevocable line of credit for the benefit of the City through a financial institution acceptable to the City, in an amount equal to or greater than the Surety Amount, payable to the City on demand, and not to expire prior to December 31, 2024.

3. Access and Repayment. The City shall access funds in said Credit Account only in accordance with the terms of this Agreement. The City shall have no obligation to repay any Credit Account funds so withdrawn.

4. Developer to Install Improvements. The Surety Items shall be constructed and installed by the Developer according to the plans and specifications approved by the City, who shall have the right to make occasional inspection of the work in progress. As of the date of this Agreement, said approved plans and specifications are dated October 19, 2023. Such

inspections shall not relieve or release the Developer from its responsibility to construct said Surety Items in accordance with the approved plans and specifications. Further, said inspections shall not create a duty or warranty on the part of the City that the construction of said Surety Items is in compliance with said plans and specifications.

5. Exoneration. Upon satisfaction of the terms as outlined in Paragraph 4, the City shall promptly exonerate and relinquish any claim or right to the Credit Account.

6. City Not Responsible. After installation and acceptance by the City, the Developer, or the applicable homeowner's association, shall have the obligation for maintenance or management of such Surety Items not dedicated to the City.

7. Construction Deadline. The Developer agrees to complete the Surety Items on or before July 1, 2024 ("Construction Deadline"). If the Developer's completion of the Surety Items is delayed by labor disputes, fire, unusual delay in deliveries, unusual weather, unavoidable casualties, pandemics, epidemics or other causes beyond the Developer's control (collectively, a "Force Majeure Event"), then the Developer may ask the City in writing for an extension of the Construction Deadline for an equitable period of time to account for such delays. Prior to granting such an extension, the Developer shall provide the City with reasonable proof that the Credit Account established for the benefit of the City has been extended for the same period of time for which the Developer seeks to be excused under this Section 7.

8. Use of Surety, Construction Plans, Indemnification. In the event the Surety Items are not complete by the Construction Deadline, the City may immediately and without further notice access so much of the Credit Account as it deems necessary or will be necessary, in the City's sole discretion, to complete the Surety Items, including, but not limited to, all costs associated with management and oversight of the completion of the Surety Items. The City shall have the right to install and construct said Surety Items, including the right to use all construction plans, CAD files, Survey Data, Addenda and Design and/or construction revisions issued during the work for said improvements (the "Construction Plans"). Developer avers and agrees that Developer has the legal authority and obligation to assign the right to use said Construction Plans to the City under the above-described conditions, and further agrees to indemnify, defend, and hold the City harmless for the City's use of said Construction Plans in accordance with this paragraph. Unless City is fully reimbursed for the Surety Items from the Credit Account, the costs of said public improvements, facilities and sidewalks shall be a lien and charge against all of the lots adjacent to or in front of the improvements, facilities and sidewalks that are constructed and any lots which may be assessed for public improvements, facilities and sidewalks under the provisions of Chapters 364 and 384 of the Iowa Code.

9. Temporary Construction Easement. Developer hereby grants to the City and its agents a temporary construction easement over and across the area set forth in the attached Exhibit B, for the purpose of constructing said Surety Items. The temporary construction

easement shall terminate automatically upon the earlier of the completion and acceptance of the Surety Items by the City, or the expiration of the Credit Account, as may be extended pursuant to Paragraph 7 herein.

10. Developer Liable for Shortfall. In the event the Credit Account is insufficient to pay for the Surety Items, Bowman Property, LLC shall be liable to pay for the excess costs incurred.

11. No Duty to Install. Except as specifically provided above, nothing in this Agreement shall be construed to impose a requirement on the City to install the public improvements herein, nor shall the Developer be deemed to be acting as the City's agent during the construction and installation of the above-described improvement.

12. Interpretation. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Agreement is made and entered into, and shall be subject to, governed by, and interpreted in accordance with, the laws of the State of Iowa.

13. Severability. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

14. Counterparts. This Agreement shall be executed in one or more counterparts and by facsimile or other electronic means, each counterpart shall, for all purposes, be deemed an original, and all counterparts shall constitute the same instrument.

[Signature Pages to Follow]

Signature Pages to Surety Agreement

CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman, Mayor

ATTEST: _____
Tracey Mulcahey, City Clerk

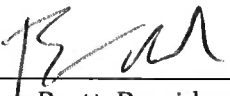
STATE OF IOWA, JOHNSON COUNTY: ss

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

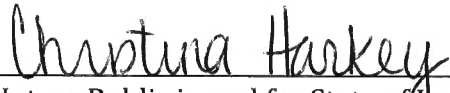
Signature Pages to Surety Agreement

Pratt Real Estate Management, Inc.

By: 
Brandon Pratt, President

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this 6th day of December, 2023,
by Brandon Pratt as President of Pratt Real Estate Management, Inc.


Notary Public in and for State of Iowa



Johnson County

Signature Pages to Surety Agreement

Approved as to Form and Content

MMS CONSULTANTS, INC.

By: 

Kelly Beckler, P.E., Partner

Signature Pages to Surety Agreement

Approved as to Form and Content

TWO RIVERS BANK AND TRUST

By: 

Melissa Schooley
Commercial Banking Leader

Karyl Bohnsack on behalf of Melissa Schooley

EXHIBIT A

EXHIBIT "A"

Project Owner		Project	
Lion Development Group		Solomons Landing Part Two	
Contractor		Engineer	
Ben Hur Construction		MMS Consultants	

Itemization of completed work in place 12-05-23					Date
stripping/grading	1	LS	\$ 16,735.00	\$ 16,735.00	\$ 0
street prep/rock	4122	SY	\$ 8.00	\$ 32,976.00	\$ 4,000
RCP 24"	85	lf	\$ 108.15	\$ 9,192.75	\$ 2,300
RCP 21"	71	lf	\$ 92.35	\$ 6,556.85	\$ 1,650
RCP 18"	259	lf	\$ 78.65	\$ 20,370.35	\$ 5,100
RCP 15"	320	lf	\$ 68.65	\$ 21,968.00	\$ 5,550
SW-505	2	ea	\$ 5,315.00	\$ 10,630.00	\$ 0
SW-507	2	ea	\$ 5,225.00	\$ 10,450.00	\$ 2,650
SW-509	4	ea	\$ 7,685.00	\$ 30,740.00	\$ 10,250
SW-512	1	ea	\$ 2,275.00	\$ 2,275.00	\$ 0
intake lids (included in remaining list)	-6	ea	\$ 1,500.00	\$ (9,000.00)	\$ 0
intake throats (included in remaining list)	-6	ea	\$ 1,000.00	\$ (6,000.00)	\$ 0
Total				\$ 97,182.95	
irrevocable line of credit				0%	\$ - \$ 31,500

--- %
 12 % emerg vehicle turn
 25 %
 25 %
 25 %
 25 %
 --- %
 25 % (based on 50% total)
 33 % (based on 50% total)
 --- %
 --- %

Itemization of completed work in place with testing pending 12-05-23					Testing results
					Date
paving	1871.57	SY	\$ 45.35	\$ 84,875.70	12/28/2023
8" sanitary	726	lf	\$ 61.15	\$ 44,394.90	12/15/2023
manhole	3	ea	\$ 6,200.00	\$ 18,600.00	12/15/2023
Sanitary service	18	ea	\$ 2,750.00	\$ 49,500.00	12/15/2023
connect existing water	1	ea	\$ 2,050.00	\$ 2,050.00	12/15/2023
C900 watermain	685	lf	\$ 107.10	\$ 73,363.50	12/15/2023
fire hydrant	4	ea	\$ 8,250.00	\$ 33,000.00	12/15/2023
1" water service	12	ea	\$ 1,650.00	\$ 19,800.00	12/15/2023
Total				\$ 325,584.10	
irrevocable line of credit				20%	\$ 65,116.82 \$ 157,000

\$ 63,500 75 %
 \$ 14,800 33 %
 \$ 0 --- %
 \$ 12,375 25 %
 \$ 0 --- %
 \$ 36,600 50 %
 \$ 16,500 50 %
 \$ 13,200 66 %

Itemized remaining work 12-05-23					Completion
					Date
paving joint sealing	3000	lf	\$ 2.00	\$ 6,000.00	12/9/2023
subdrain	688	lf	\$ 13.60	\$ 9,356.80	12/15/2023
subdrain cleanouts	1	ea	\$ 525.00	\$ 525.00	12/15/2023
intake lids	6	ea	\$ 1,500.00	\$ 9,000.00	12/15/2023
intake throats	6	ea	\$ 1,000.00	\$ 6,000.00	12/15/2023
1" water services	6	ea	\$ 1,650.00	\$ 9,900.00	12/8/2023
site grading	1600	CY	\$ 3.85	\$ 6,160.00	12/22/2023
erosion stone	6	CY	\$ 150.00	\$ 900.00	12/22/2023
respread topsoil	2000	CY	\$ 3.50	\$ 7,000.00	12/22/2023
lot pins	1	lot	\$ 6,000.00	\$ 6,000.00	12/22/2023
maintenance bonds	1	lot	\$ 19,000.00	\$ 19,000.00	Jun-24
seeding/swppp	1	lot	\$ 7,500.00	\$ 7,500.00	March 1 to May 31
camera/jet storm lines	735	lf	\$ 2.00	\$ 1,470.00	12/15/2023
SIGNS AND PAVEMENT MARKINGS				\$ 2,000.00	
Total				\$ 88,811.80	
irrevocable line of credit				115%	\$ 102,133.57 \$ 90,800

100 %
 100 %
 100 %
 100 %
 100 %
 100 %
 100 %
 100 %
 100 %
 100 %
 100 %
 100 %
 100 %

Total irrevocable line of credit value					\$ 167,250.39
---	--	--	--	--	---------------

Potential Addendum to LOC Value
 Final City Subdivision Walkthru
 Punchlist Completion
 Subdivision Acceptance

Feb-24
 Apr-24
 May-24
 Jun-24

Balance to Finish	\$ 279,300
2024 Price Escalation (5%)	\$ 14,000
Management / CA / Testing / Staking (10%)	\$ 28,000
Subtotal - Construction	\$ 321,300
10% (Per Code)	\$ 32,200
Subtotal - Project	\$ 353,500
Surety Amount	\$ 355,000

EXHIBIT B

SURETY AGREEMENT EXHIBIT B

SOLOMONS LANDING - PART TWO

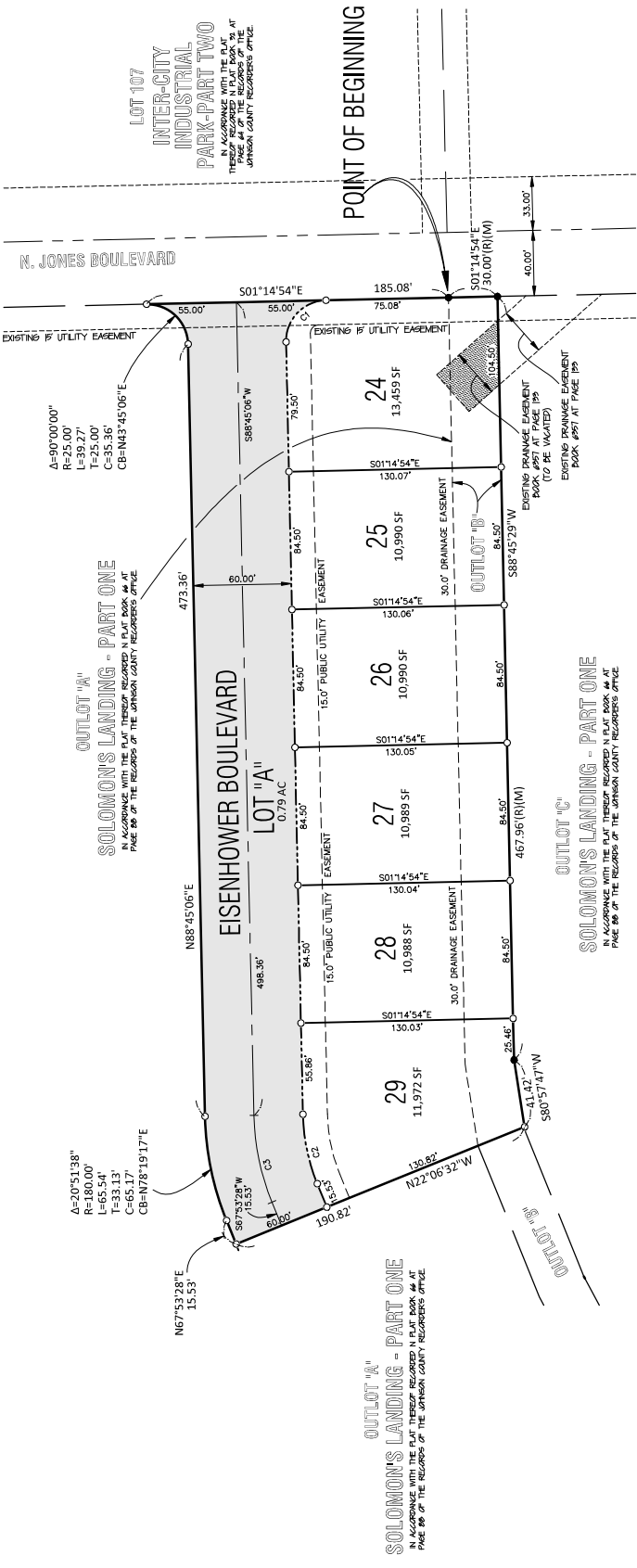
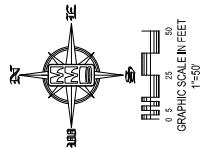
NORTH LIBERTY, JOHNSON COUNTY, IOWA

LOCATION:	PORTIONS OF OUTLOT "A" AND OUTLOT "B" OF SOLOMONS LANDING - PART ONE LOCATED IN SECTION 11, TOWNSHIP 80 NORTH, RANGE 12 WEST OF THE FIRST RANGE, COUNTY OF JOHNSON COUNTY, IOWA.
LAND SURVEYOR:	MMS CONSULTANTS, INC., P.L.S. 1917 SOUTH GILBERT STREET JOHNSON COUNTY, IOWA 52240 PHONE: 319.351.8282
DATE OF SURVEY:	08-26-2023
SUBDIVIDER:	LAND DEVELOPMENT GROUP 1000 WEST 10TH STREET NORTH LIBERTY, IOWA 52317
SUBDIVIDER'S ATTORNEY:	TRAVIS PRAMA 425 E. CHAGALE BOULEVARD SUITE 201 JOHNSON COUNTY, IOWA 52241
PREPARED BY OR OWNER:	MMS CONSULTANTS, INC. 1917 SOUTH GILBERT STREET JOHNSON COUNTY, IOWA 52240 PHONE: 319.351.8282
DOCUMENT RETURN INFORMATION:	LAND SURVEYOR

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BEARING
C1	90°00'00"	25.00'	39.27'	25.00'	35.56'	N45°14'54"W
C2	205°1'38"	120.00'	43.69'	22.09'	43.45'	N78°19'17"E
C3	205°1'38"	150.00'	54.61'	27.61'	54.31'	S78°19'17"W

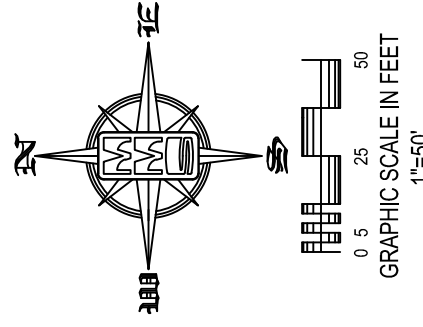
LEGEND AND NOTES	
▲	CONGRESSIONAL CORNER, FOUND
△	CONGRESSIONAL CORNER, REESTABLISHED
○	CONGRESSIONAL CORNER, RECORDED LOCATION
○	PROPERTY CORNER, FOUND (as noted)
○	PROPERTY CORNER, SET
○	(5/8" Iron Pin w/ yellow plastic LS Cap)
○	(as noted with "MMS")
○	OUT "X"
○	PROPERTY &/or BOUNDARY LINES
○	RIGHT-OF-WAY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

UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS

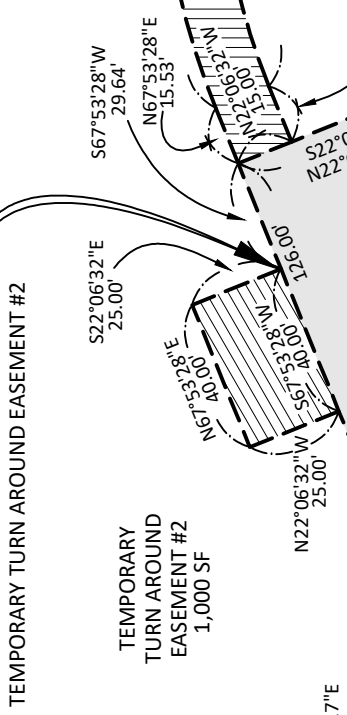


EASEMENT EXHIBIT SOLOMONS LANDING - PART TWO NORTH LIBERTY, JOHNSON COUNTY, IOWA

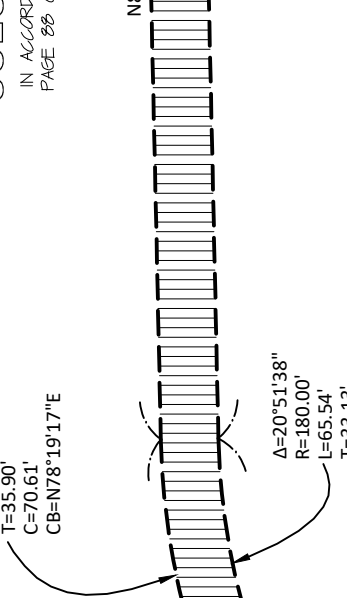
LOCATION: A PORTION OF OUTLOT "A" OF SOLOMONS LANDING - PART ONE, LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 80 NORTH, RANGE 7 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, JOHNSON COUNTY, IOWA.	SUBDIVIDER: LION DEVELOPMENT GROUP 75 COMMERCIAL DR #916 NORTH LIBERTY, IOWA 52317
LAND SURVEYOR: RICHARD R. NOWOTNY P.L.S. MMS CONSULTANTS INC. 1917 SOUTH GILBERT STREET IOWA CITY, IOWA 52240 PHONE: 319-351-8282	SUBDIVIDER'S ATTORNEY: RYAN J. PRAHM 2525 W. KNOXLE BOULEVARD SUITE 200 CORALVILLE, IOWA 52241
DATE OF SURVEY: 06-29-2023	PROPRIETOR OR OWNER: PRATT REAL ESTATE MANAGEMENT INC 75 COMMERCIAL DR #916 NORTH LIBERTY, IOWA 52317
FOR COUNTY RECORDER'S USE	DOCUMENT RETURN INFORMATION: LAND SURVEYOR



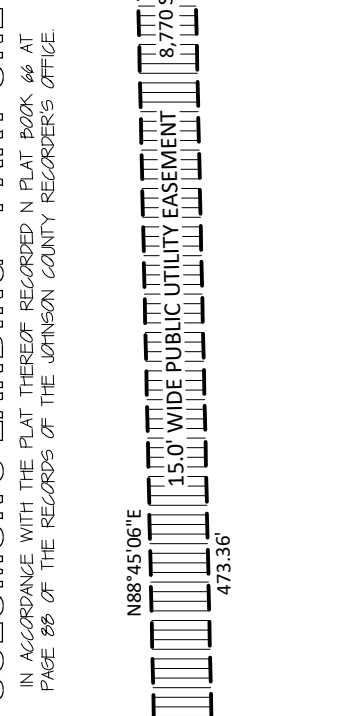
POINT OF BEGINNING
TEMPORARY TURN AROUND EASEMENT #2



POINT OF BEGINNING
STORM SEWER, SANITARY SEWER, DRAINAGE, AND PUBLIC UTILITY EASEMENT

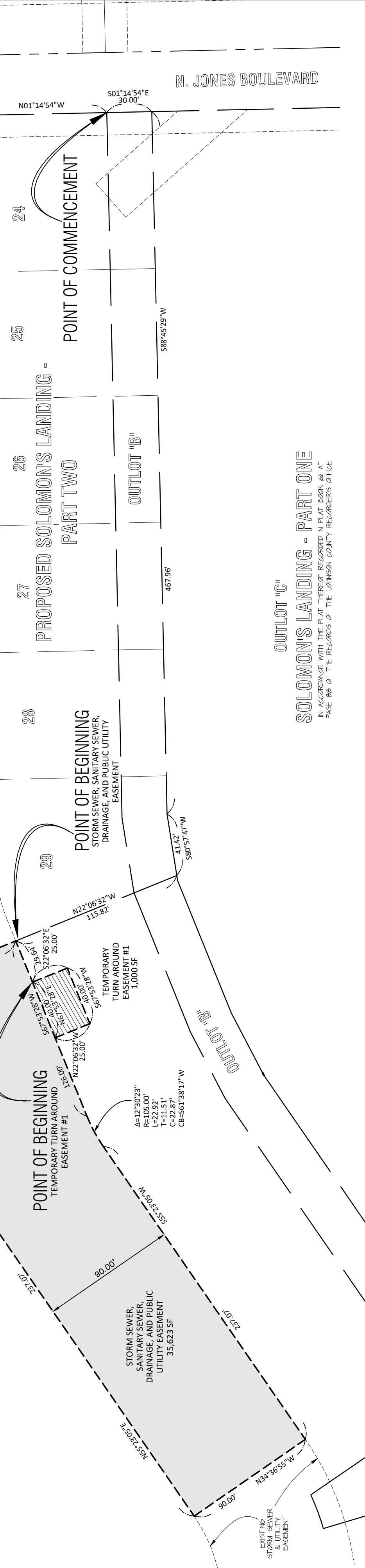


POINT OF BEGINNING
15.0' WIDE PUBLIC UTILITY EASEMENT



OUTLOT "A" SOLOMONS LANDING - PART ONE

IN ACCORDANCE WITH THE PLAT THEREOF RECORDED IN PLAT BOOK 46 AT PAGE 88 OF THE RECORDS OF THE JOHNSON COUNTY RECORDER'S OFFICE



DESCRIPTION - STORM SEWER, SANITARY SEWER, DRAINAGE, AND PUBLIC UTILITY EASEMENT
Commencing at the Northeast Corner of Outlot "B" 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; Thence S01°14'54"E, along the East Line of said Outlot "B", 30.00 feet; Thence S88°45'29"W, along said East Line, 467.96 feet; Thence S80°57'47"W, along said East Line, 41.42 feet; Thence N22°06'32"W, 115.82 feet; Thence S67°53'28"W, 29.64 feet; Thence N22°06'32"E, 25.00 feet; Thence S67°53'28"W, 29.64 feet; Thence N22°06'32"W, 25.00 feet; Thence N67°53'28"E, 40.00 feet; Thence N22°06'32"E, 25.00 feet; Thence N67°53'28"E, 40.00 feet; to the POINT OF BEGINNING. Said Temporary Turn Around Easement #1 contains 1,000 square feet, and is subject to easements and restrictions of record.

DESCRIPTION - TEMPORARY TURN AROUND EASEMENT #1
Commencing at the Northeast Corner of Outlot "B" 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; Thence S01°14'54"E, along the East Line of said Outlot "B", 30.00 feet; Thence S88°45'29"W, along said East Line, 467.96 feet; Thence S80°57'47"W, along said East Line, 41.42 feet; Thence N22°06'32"W, 115.82 feet; Thence S67°53'28"W, 29.64 feet; Thence N22°06'32"E, 25.00 feet; Thence S67°53'28"W, 29.64 feet; Thence N22°06'32"W, 25.00 feet; Thence N67°53'28"E, 40.00 feet; Thence N22°06'32"E, 25.00 feet; Thence N67°53'28"E, 40.00 feet; to the POINT OF BEGINNING. Said Temporary Turn Around Easement #1 contains 1,000 square feet, and is subject to easements and restrictions of record.

DESCRIPTION - 15.0 FOOT WIDE PUBLIC UTILITY EASEMENT
Commencing at the Southeast Corner of Outlot "A" 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; Thence N01°14'54"W, along the East Line of said Outlot "A", 185.08 feet, to the POINT OF BEGINNING; Thence Southwesterly, 39.27 feet, along a 25.00 foot radius curve, concave Northwesterly, whose 35.36 foot chord bears S43°45'06"W; Thence S88°45'06"W, 473.36 feet; Thence Southwesterly, 65.54 feet, along a 180.00 foot radius curve, concave Southeasterly, whose 65.17 foot chord bears S78°19'17"W; Thence S67°53'28"W, 15.53 feet; Thence N22°06'32"W, 15.00 feet; Thence N67°53'28"E, 15.53 feet; Thence Northwesterly, 71.00 feet, along a 195.00 foot radius curve, concave Southeasterly, whose 70.61 foot chord bears N78°19'17"E; Thence N88°45'06"E, 473.36 feet; Thence Northwesterly, 15.71 feet, along a 10.00 foot radius curve, concave Northwesterly, whose 14.14 foot chord bears N43°45'06"E; Thence N88°45'06"E, 15.00 feet, to the POINT OF BEGINNING. Said 15.0 Foot Wide Public Utility Easement contains 8,770 square feet, and is subject to easements and restrictions of record.

DESCRIPTION - TEMPORARY TURN AROUND EASEMENT #2
Commencing at the Northeast Corner of Outlot "B" 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; Thence S01°14'54"E, along the East Line of said Outlot "B", 30.00 feet; Thence S88°45'29"W, along said East Line, 467.96 feet; Thence S80°57'47"W, along said East Line, 41.42 feet; Thence N22°06'32"W, 115.82 feet; Thence continuing N22°06'32"W, 90.00 feet; Thence S67°53'28"W, 29.64 feet; Thence N22°06'32"E, 25.00 feet; Thence N67°53'28"E, 40.00 feet; Thence S22°06'32"E, 25.00 feet, to the POINT OF BEGINNING. Said Temporary Turn Around Easement #2 contains 1,000 square feet, and is subject to easements and restrictions of record.

DESCRIPTION - TEMPORARY TURN AROUND EASEMENT #2
Commencing at the Northeast Corner of Outlot "B" 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; Thence S01°14'54"E, along the East Line of said Outlot "B", 30.00 feet; Thence S88°45'29"W, along said East Line, 467.96 feet; Thence S80°57'47"W, along said East Line, 41.42 feet; Thence N22°06'32"W, 115.82 feet; Thence continuing N22°06'32"W, 90.00 feet; Thence S67°53'28"W, 29.64 feet; Thence N22°06'32"E, 25.00 feet; Thence N67°53'28"E, 40.00 feet; Thence S22°06'32"E, 25.00 feet, to the POINT OF BEGINNING. Said Temporary Turn Around Easement #2 contains 1,000 square feet, and is subject to easements and restrictions of record.

DESCRIPTION - TEMPORARY TURN AROUND EASEMENT #2
Commencing at the Northeast Corner of Outlot "B" 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; Thence S01°14'54"E, along the East Line of said Outlot "B", 30.00 feet; Thence S88°45'29"W, along said East Line, 467.96 feet; Thence S80°57'47"W, along said East Line, 41.42 feet; Thence N22°06'32"W, 115.82 feet; Thence continuing N22°06'32"W, 90.00 feet; Thence S67°53'28"W, 29.64 feet; Thence N22°06'32"E, 25.00 feet; Thence N67°53'28"E, 40.00 feet; Thence S22°06'32"E, 25.00 feet, to the POINT OF BEGINNING. Said Temporary Turn Around Easement #2 contains 1,000 square feet, and is subject to easements and restrictions of record.

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")
⊗	CURVITY &/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
—	EASEMENT LINES, PURPOSE NOTED
—	MEASURED DIMENSIONS
(S)	MEASURED DIMENSIONS
(M)	MEASURED DIMENSIONS
C22-1	CURVE SEGMENT NUMBER

UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDRETHS

**CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL-SPECIALISTS**
1917 S. GILBERT ST.
IOWA CITY, IOWA 52240
(319) 351-8282
www.mmsconsultants.net

Date	Revision
08-16-2023	PER GDM REVIEW - RLW
09-11-2023	PER CITY REVIEW -JDM

EASEMENT EXHIBIT

**NORTH LIBERTY
JOHNSON COUNTY
IOWA**

MMS CONSULTANTS, INC.

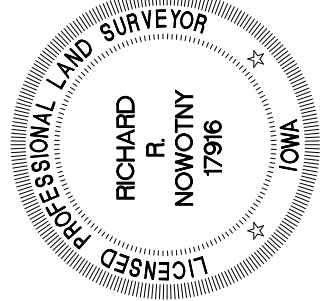
Date:	08-15-2023
Designed by:	KJLB
Field Book No.:	1373
Drawn by:	RLW
Scale:	1"=50'
Checked by:	RRN
Project No.:	IOWA CITY
Sheet No.:	1
Project Name:	11728-001
of:	1

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
P.L.S. Iowa Lic. No. 17916
My license renewal date is December 31, 20____.

PAGES OR SHEETS COVERED BY THIS SEAL:

SEAL



Resolution No. 2023-147

RESOLUTION APPROVING THE FINAL PLAT AND ACCEPTING SURETY FOR PUBLIC IMPROVEMENTS FOR SOLOMON'S LANDING PART TWO NORTH LIBERTY, IOWA

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

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

WHEREAS, said real estate is owned by the above-named parties and the subdivision 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 has been provided for in accordance with Chapter 180.11(8)(A)(2) of the City Code, and governed by the Surety Agreement, attached hereto.

NOW, THEREFORE, BE IT RESOLVED that the Surety Agreement and final plat of Solomon's Landing Part Two is hereby approved and accepted.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to execute the Surety Agreement for Solomon's Landing Part Two.

APPROVED AND ADOPTED this 12th day of December, 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



Franchise Fee Ordinance

Ordinance No. 2023-XX

AN ORDINANCE AMENDING THE MIDAMERICAN ENERGY COMPANY, INTERSTATE POWER AND LIGHT COMPANY, AND LINN COUNTY RURAL ELECTRIC COOPERATIVE FRANCHISE AGREEMENTS TO ADJUST FRANCHISE FEES.

BE IT ENACTED by the City Council of the City of North Liberty, Iowa:

SECTION 1. AMENDMENT OF MIDAMERICAN FRANCHISE FEE. Section 110.13 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

110.13 FRANCHISE FEE.

There is hereby imposed upon and shall be collected from the natural gas customers of the Company receiving service pursuant to the Tariff located within the corporate limits of the City and remitted by the Company to the City, a franchise fee from each revenue class as set forth below of the gross receipts, minus uncollectable amounts, derived by the Company from the delivery and sale of natural gas to customers within the corporate limits of the City:

- Residential Customers ~~Two-Three~~ percent (~~23~~.00%)
- Commercial Customers ~~Two-Three~~ percent (~~23~~.00%)
- Industrial Customers ~~Two-Three~~ percent (~~23~~.00%)
- Public Authority Customers ~~Two-Three~~ percent (~~23~~.00%)
- Distribution (Transportation) Customers ~~Two-Three~~ percent (~~23~~.00%)

SECTION 2. AMENDMENT OF INTERSTATE POWER AND LIGHT COMPANY (ALLIANT) FRANCHISE FEE. Paragraph 1 of Section 111.10 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

1. In its monthly billing, the Company shall include a franchise fee at a rate of ~~two~~ ~~three~~ percent (~~23~~.00%) of the gross receipts from the sale of electricity to the Company's electric customers located within the corporate limits of the City.

SECTION 3. AMENDMENT OF LINN COUNTY RURAL ELECTRIC COOPERATIVE FRANCHISE FEE. Paragraph 1 of Section 117.16 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

1. The Cooperative shall include a franchise fee at a rate of ~~two~~-~~three~~ percent (~~23~~.00%) of the gross receipts from the sale of electricity for customers within the City Limits of North Liberty, Johnson County, Iowa. At any time during the term of the Franchise Agreement, the City may amend said franchise fee. The Cooperative

shall commence collecting the franchise fee at the specified rate within six months of the date the City notifies the Cooperative of adoption or amendment of the franchise fee. The franchise fee may increase up to a maximum of five percent (5%) as allowed by law. The City shall be solely responsible for the proper use of any amounts collected as franchise fees, and shall only use such fees as collected for a purpose as allowed by applicable law. Collection of the franchise fee shall cease at the earlier of the City's repeal of the franchise fee or the end of the franchise term. Notwithstanding the foregoing, the collection of any franchise fee shall be in accordance with applicable law, including but not limited to any limitations upon the collection of such franchise fee.

SECTION 4. REPEALER. All Ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 5. 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 6. 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 7. WHEN EFFECTIVE. This Ordinance shall be in effect upon and after its final passage, approval and publication as provided by law.

First reading on _____.

Second reading on _____.

Third and final reading on _____.

CITY OF NORTH LIBERTY

CHRIS HOFFMAN, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance _____ in the Cedar Rapids *Gazette* on _____.

Ordinance No. 2023-27

AN ORDINANCE AMENDING THE MIDAMERICAN ENERGY COMPANY, INTERSTATE POWER AND LIGHT COMPANY, AND LINN COUNTY RURAL ELECTRIC COOPERATIVE FRANCHISE AGREEMENTS TO ADJUST FRANCHISE FEES

BE IT ENACTED by the City Council of the City of North Liberty, Iowa:

SECTION 1. AMENDMENT OF MIDAMERICAN FRANCHISE FEE. Section 110.13 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

110.13 FRANCHISE FEE.

There is hereby imposed upon and shall be collected from the natural gas customers of the Company receiving service pursuant to the Tariff located within the corporate limits of the City and remitted by the Company to the City, a franchise fee from each revenue class as set forth below of the gross receipts, minus uncollectable amounts, derived by the Company from the delivery and sale of natural gas to customers within the corporate limits of the City:

- Residential Customers Three percent (3.00%)
- Commercial Customers Three percent (3.00%)
- Industrial Customers Three percent (3.00%)
- Public Authority Customers Three percent (3.00%)
- Distribution (Transportation) Customers Three percent (3.00%)

SECTION 2. AMENDMENT OF INTERSTATE POWER AND LIGHT COMPANY (ALLIANT) FRANCHISE FEE. Paragraph 1 of Section 111.10 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

1. In its monthly billing, the Company shall include a franchise fee at a rate of three percent (3.00%) of the gross receipts from the sale of electricity to the Company's electric customers located within the corporate limits of the City.

SECTION 3. AMENDMENT OF LINN COUNTY RURAL ELECTRIC COOPERATIVE FRANCHISE FEE. Paragraph 1 of Section 117.16 of the Code of Ordinances of the City of North Liberty, Iowa, is amended to read as follows:

1. The Cooperative shall include a franchise fee at a rate of three percent (3.00%) of the gross receipts from the sale of electricity for customers within the City Limits of North Liberty, Johnson County, Iowa. At any time during the term of the

Franchise Agreement, the City may amend said franchise fee. The Cooperative shall commence collecting the franchise fee at the specified rate within six months of the date the City notifies the Cooperative of adoption or amendment of the franchise fee. The franchise fee may increase up to a maximum of five percent (5%) as allowed by law. The City shall be solely responsible for the proper use of any amounts collected as franchise fees, and shall only use such fees as collected for a purpose as allowed by applicable law. Collection of the franchise fee shall cease at the earlier of the City's repeal of the franchise fee or the end of the franchise term. Notwithstanding the foregoing, the collection of any franchise fee shall be in accordance with applicable law, including but not limited to any limitations upon the collection of such franchise fee.

SECTION 4. REPEALER. All Ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 5. 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 6. 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 7. WHEN EFFECTIVE. This Ordinance shall be in effect upon and after its final passage, approval and publication as provided by law.

First reading on November 14, 2023.

Second reading on November 28, 2023.

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 _____.



Fats Oils Grease Ordinance

ORDINANCE NO. 2023-XX

AN ORDINANCE AMENDING CHAPTERS 95 AND 97 OF THE NORTH LIBERTY CODE OF ORDINANCES FURTHER LIMITING THE DISCHARGE OF FAT, OIL, AND GREASE INTO THE SANITARY SEWER SYSTEM, CODIFYING MAINTENANCE AND RECORDKEEPING REQUIREMENTS AND OF FAT, OIL, AND GREASE RECOVERY SYSTEMS AND ESTABLISHING PERMITTING REQUIREMENTS AND PENALTIES FOR NONCOMPLIANCE

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

SECTION 1. AMENDMENT OF SANITARY SEWER SYSTEM ORDINANCE. Chapter 95.02 of the North Liberty Code of Ordinances is amended to read as follows:

95.02 DEFINITIONS.

For use in these chapters, unless the context specifically indicates otherwise, the following terms are defined:

1. "B.O.D." (denoting Biochemical Oxygen Demand) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty degrees (20°) C, expressed in milligrams per liter or parts per million.
2. "Building drain" means that part of the lowest piping of a drainage system that receives the discharge from soil, waste, and other drainage pipes inside and that extends 30 inches (762 mm) in developed length of pipe beyond the exterior walls of the building and conveys the drainage to the building sewer.
3. "Building sewer" means that part of the drainage system that extends from the end of the building drain and conveys the discharge to a public sewer, private sewer, individual sewage disposal system or other point of disposal.
4. "Customer" means any person responsible for the production of domestic, commercial, or industrial waste which is directly or indirectly discharged into the public sewer system.
5. "FOG" means fats, oils, and grease, the introduction and/or accumulation of which may disrupt the operation of the sewage system.
6. "FOG Recovery System" means a grease trap, grease interceptor, or similar device installed in commercial structures in accordance with the applicable plumbing code to prevent or limit the discharge of fats, oils, and grease into the sewage system.

7. "FOG Recovery System Identification Number" means a unique string of numerals and/or letters issued by the City to differentiate and identify each specific FOG Recovery System connected to the sewage system.

5:8. "Garbage" means solid wastes from the domestic and commercial preparation, cooking and dispensing of food, and from the handling, storage, and sale of produce.

6:9. "Industrial wastes" means the liquid wastes from industrial manufacturing processes, trade, or business as distinct from sanitary sewage.

7:10. "Inspector" means the person duly authorized by the Council to inspect and approve the installation of building sewers and their connections to the public sewer system; and to inspect such sewage as may be discharged therefrom.

8:11. "Natural outlet" means any outlet into a watercourse, pond, ditch, lake, or other body of surface or groundwater.

9:12. "On-site wastewater treatment and disposal system" means all equipment and devices necessary for proper conduction, collection, storage, treatment, and disposal of wastewater from four or fewer dwelling units or other facilities serving the equivalent of fifteen persons (1500 gpd) or less.

10:13. "pH" means the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

11:14. "Public sewer" means a sewer in which all owners of abutting properties have equal rights, and is controlled by public authority.

12:15. "Sanitary sewage" means sewage discharging from the sanitary conveniences of dwellings (including apartment houses and hotels), office buildings, factories, or institutions, and free from storm, surface water, and industrial waste.

13:16. "Sanitary sewer" means a sewer which carries sewage and to which storm, surface, and ground waters are not intentionally admitted.

14:17. "Sewage" means a combination of the water-carried wastes from residences, business buildings, institutions, and industrial establishments, together with such ground, surface, and storm waters as may be present.

15:18. "Sewage treatment plant" means any arrangement of devices and structures used for treating sewage.

16:19. "Sewage works" or "sewage system" means all facilities for collecting, pumping, treating, and disposing of sewage.

17:20. "Sewer" means a pipe or conduit for carrying sewage.

18:21. "Sewer service charges" means any and all charges, rates or fees levied against and payable by customers, as consideration for the servicing of said customers by said sewer system.

~~19:22.~~ "Slug" means any discharge of water, sewage, or industrial waste which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average 24-hour concentration or flows during normal operation.

~~20:23.~~ "Storm drain" or "storm sewer" means a sewer which carries storm and surface waters and drainage but excludes sewage and industrial wastes, other than unpolluted cooling water.

~~21:24.~~ "Superintendent" means the Superintendent of sewage works and/or of water pollution control of the City or any authorized deputy, agent, or representative.

~~22:25.~~ "Suspended solids" means solids that either float on the surface of, or are in suspension in water, sewage, or other liquids, and which are removable by laboratory filtering.

~~23:26.~~ "Watercourse" means a channel in which a flow of water occurs, either continuously or intermittently.

SECTION 2. AMENDMENT OF PUBLIC SEWER ORDINANCE. Chapter 97.03 of the North Liberty Code of Ordinances is amended to read as follows:

97.03 PROHIBITED DISCHARGES.

No person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewers:

1. Flammable or Explosive Material. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas.
2. Toxic or Poisonous Materials. Any waters or wastes containing toxic or poisonous solids, liquids or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the sewage treatment plant, including but not limited to cyanides in excess of two (2) milligrams per liter as CN in the wastes as discharged to the public sewer.
3. Corrosive Wastes. Any waters or wastes having a pH lower than 5.5 or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works.
4. Solid or Viscous Substances. Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails and

paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.

5. Excessive B.O.D., Solids or Flow. Any waters or wastes having (a) a five-day biochemical oxygen demand greater than 213 parts per million by weight, or (b) containing more than 235 parts per million by weight of suspended solids, or (c) having an ammonia nitrogen level greater than 30 mg/l, or (d) having a chemical oxygen demand (COD) level greater than 300 mg/l, or (e) total organic carbon (TOC) level greater than 140 mg/l or (f) total kjeldahl nitrogen (TKN) level greater than 30 mg/l, or (g) total fats, /oil and grease (FOG) level greater than ~~400~~100 mg/l, or (h) having an average daily flow greater than two percent of the average sewage flow of the City, shall be subject to the review of the Superintendent. Where necessary in the opinion of the Superintendent, the owner shall provide, at the owner's expense, such preliminary treatment as may be necessary to (a) reduce the biochemical oxygen demand to 213 parts per million by weight, or (b) reduce the suspended solids to 235 parts per million by weight, or (c) reduce the ammonia nitrogen level to 30 mg/l, (d) reduce the COD level to 300 mg/l, (e) or reduce the TOC level to 140 mg/l, or (f) reduce the TKN level to 30 mg/l, or (g) reduce total FOG to ~~400~~100 mg/l, or (h) control the quantities and rates of discharge of such waters or wastes. Plans, specifications, and any other pertinent information relating to proposed preliminary treatment facilities shall be submitted for the approval of the Superintendent and Building Official, and no construction of such facilities shall be commenced until said approvals are obtained in writing.

SECTION 3. AMENDMENT OF PUBLIC SEWER ORDINANCE. Subparagraph 2 of Chapter 97.04 of the North Liberty Code of Ordinances is amended to read as follows:

2. Fat, Oil and Grease (FOG). Any water or waste containing fats, wax, grease or oils, whether emulsified or not, in excess of ~~400~~100 mg/L total FOG.

SECTION 4. AMENDMENT OF PUBLIC SEWER ORDINANCE. Chapter 97.09 of the North Liberty Code of Ordinances is amended to read as follows:

1. Maintenance Requirements.
 - A. All users shall maintain any fats, oil and grease (FOG) recovery system so that the discharges therefrom are in compliance with all applicable laws, rules and regulations. Users include but are not limited to owners, tenants and builders of any structure connected to the sewage system.
 - B. All ~~non-automobile service facility~~ FOG traps recovery systems shall have all floating material removed per a schedule approved by authorized agent of the City. All ~~non-automobile service facility~~ FOG traps and recovery systems shall be completely pumped out annually or when the FOG and solids contents thereof exceed ~~the 25% Rule, as established and delineated by the Wastewater Department 25% of the interceptor or trap depth, whichever comes first.~~ 25% of the interceptor or trap depth, whichever comes first. ~~All automobile service facility FOG traps and recovery systems shall be completely (100%) pumped out annually or when the contents thereof exceed the 25% Rule.~~ Routine maintenance, ~~annual maintenance and maintenance due to exceeding the 25% Rule and maintenance required by this ordinance~~ shall include the complete recovery of all contents, including floating materials, wastewater and bottom sludge and solids. The frequency of maintenance may be increased to comply with ~~the applicable daily maximum discharge limits,~~ the manufacturer's recommendation, ~~or the 25% Rule or to comply with this ordinance.~~ The frequency shall be as often as necessary to prevent overflows of FOG from entering the City's ~~wastewater collection sewage~~ system.
 - C. The Pump-and-Return Method of decanting or discharging of removed waste or wastewater back into the FOG recovery system is prohibited.
 - D. ~~Removal of floating material from a FOG trap of less than 50 gallons may be performed by the owner of the FOG producing facility, provided said floating material is properly disposed of in accordance with all applicable laws.~~ Any removal and hauling of FOG as a result of the complete pumping of a FOG trap and all other FOG recovery systems shall be performed by a professional liquid waste hauler.
 - E. If any FOG recovery system discharge wastes fail to meet requirements of the applicable ~~daily maximum limits~~ city ordinances, the City is authorized to require that the user repair, replace or upgrade its FOG recovery system at the sole expense of the user.
 - F. No user may place an additive of any type into the FOG trap or FOG recovery system.

2. Maintenance Records. Each user at each FOG producing facility shall maintain an accurate and complete record of all cleaning(s) or maintenance of its FOG producing facility's FOG recovery system, and shall file electronic copies of same with the Building Department or designated agent per current procedures. Submissions will be made either weekly, monthly, quarterly, semi-annually, or annually, based on the service schedule. The following records shall be kept on-site at the FOG producing facility for a minimum of 24 months:
- A. Haulers. The hauler shall provide the FOG producing facility manager, at the time of service, a manifest conforming to all federal and state statutes and regulations,
 - B. Manifests. The removal of FOG recovery system contents shall be recorded on a manifest that identifies the pumping, hauling and disposing of the wastes, and whether collected from an interior or an exterior FOG recovery system.
 - C. Manifest Information. Each manifest shall contain the following information and such other information as may be required by State statute:
 - (1) User information, including name, address, the volume pumped from each FOG recovery system, ~~and the~~ date and time of the pumping;
 - (2) Hauler information, including company name, address, state license/permit number, and disposal/receiving facility location information ~~and the FOG Recovery System Identification Number;~~
 - (3) Receiving facility information, including the facility name and address, date and time of receiving, ~~and EPD number;~~
 - (4) A certification that the FOG trap or FOG recovery system was in working order. If not, deficiencies shall be listed; and
 - (5) A certification that the maintenance requirements, as set forth in Subsections 97.09(D) and (E) below, are being complied with by the user relative to the FOG trap or FOG recovery system.
 - D. Manifest/Maintenance Log. The owners of each FOG producing facility shall maintain and keep available on the premises a continuous log of manifests, FOG maintenance reports, and other similar records regarding each cleaning or maintenance of the FOG recovery system for the previous twenty-four (24) months. The log shall be kept on the FOG producing facility premises in a location where the log is available for inspection or review by the City.
 - E. Manifest/Maintenance Log Filing. The ~~liquid waste hauler customer~~ shall file manifests ~~to with~~ the City or designated agent after each service. ~~Manifest for FOG devices less than 50 gallon may be used by the FOG producing facility's owner or representative but manifests are still required.~~ All submissions must be electronic along with fees associated with each submission.

3. Repairs. Any repair that is required for a FOG trap or recovery system shall be made by the user within thirty (30) days of the user receiving notice of the need for a repair from either the hauler, the owner, or the City.
4. Permit Required. It is unlawful for any person to operate a FOG recovery system connected to the sewage system without first being issued a FOG Operation Permit by the City for each such device. Each FOG Operation Permit is valid for one year.
 - A. FOG Operation Permit Fee. Before any FOG Operation Permit is issued or renewed, the person who makes the application shall pay to the Clerk the permit fee for each FOG Recovery System to be connected to the sewage system. The City Council shall set the permit fee by resolution, which shall be used to cover the cost of issuing the permit and supervising, regulating, and inspecting the systems and maintenance records required by this chapter.
 - B. Permit Revocation and Denial. A FOG Operation Permit may be revoked for any violation of this chapter. No FOG Operation Permit shall be issued or renewed unless the user is in compliance with the requirements of this chapter.
 - C. FOG Operation Permit Fee waived. No initial FOG Recovery Permit fee shall be required for new FOG Operation Permits applied for prior to July 1, 2024.
5. Penalty for Noncompliance. Any person who fails to perform an act required by this chapter or who commits an act prohibited by this chapter or who resists the enforcement of any section of this chapter shall be deemed to have committed a municipal infraction in accordance with Chapter 3 of this Code of Ordinances.

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

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

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

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

First reading on _____, 2023.

Second reading on _____, 2023.

Third and final reading on _____, 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

I certify that the forgoing was published as Ordinance No. _____ in the Cedar Rapids *Gazette* on the ____ day of _____, 2023

TRACEY MULCAHEY, CITY CLERK

ORDINANCE NO. 2023-28

AN ORDINANCE AMENDING CHAPTERS 95 AND 97 OF THE NORTH LIBERTY CODE OF ORDINANCES FURTHER LIMITING THE DISCHARGE OF FAT, OIL, AND GREASE INTO THE SANITARY SEWER SYSTEM, CODIFYING MAINTENANCE AND RECORDKEEPING REQUIREMENTS AND OF FAT, OIL, AND GREASE RECOVERY SYSTEMS AND ESTABLISHING PERMITTING REQUIREMENTS AND PENALTIES FOR NONCOMPLIANCE

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

SECTION 1. AMENDMENT OF SANITARY SEWER SYSTEM ORDINANCE. Chapter 95.02 of the North Liberty Code of Ordinances is amended to read as follows:

95.02 DEFINITIONS.

For use in these chapters, unless the context specifically indicates otherwise, the following terms are defined:

1. "B.O.D." (denoting Biochemical Oxygen Demand) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty degrees (20°) C, expressed in milligrams per liter or parts per million.
2. "Building drain" means that part of the lowest piping of a drainage system that receives the discharge from soil, waste, and other drainage pipes inside and that extends 30 inches (762 mm) in developed length of pipe beyond the exterior walls of the building and conveys the drainage to the building sewer.
3. "Building sewer" means that part of the drainage system that extends from the end of the building drain and conveys the discharge to a public sewer, private sewer, individual sewage disposal system or other point of disposal.
4. "Customer" means any person responsible for the production of domestic, commercial, or industrial waste which is directly or indirectly discharged into the public sewer system.
5. "FOG" means fats, oils, and grease, the introduction and/or accumulation of which may disrupt the operation of the sewage system.
6. "FOG Recovery System" means a grease trap, grease interceptor, or similar device installed in commercial structures in accordance with the applicable plumbing code to prevent or limit the discharge of fats, oils, and grease into the sewage system.

7. "FOG Recovery System Identification Number" means a unique string of numerals and/or letters issued by the City to differentiate and identify each specific FOG Recovery System connected to the sewage system.
8. "Garbage" means solid wastes from the domestic and commercial preparation, cooking and dispensing of food, and from the handling, storage, and sale of produce.
9. "Industrial wastes" means the liquid wastes from industrial manufacturing processes, trade, or business as distinct from sanitary sewage.
10. "Inspector" means the person duly authorized by the Council to inspect and approve the installation of building sewers and their connections to the public sewer system; and to inspect such sewage as may be discharged therefrom.
11. "Natural outlet" means any outlet into a watercourse, pond, ditch, lake, or other body of surface or groundwater.
12. "On-site wastewater treatment and disposal system" means all equipment and devices necessary for proper conduction, collection, storage, treatment, and disposal of wastewater from four or fewer dwelling units or other facilities serving the equivalent of fifteen persons (1500 gpd) or less.
13. "pH" means the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.
14. "Public sewer" means a sewer in which all owners of abutting properties have equal rights, and is controlled by public authority.
15. "Sanitary sewage" means sewage discharging from the sanitary conveniences of dwellings (including apartment houses and hotels), office buildings, factories, or institutions, and free from storm, surface water, and industrial waste.
16. "Sanitary sewer" means a sewer which carries sewage and to which storm, surface, and ground waters are not intentionally admitted.
17. "Sewage" means a combination of the water-carried wastes from residences, business buildings, institutions, and industrial establishments, together with such ground, surface, and storm waters as may be present.
18. "Sewage treatment plant" means any arrangement of devices and structures used for treating sewage.
19. "Sewage works" or "sewage system" means all facilities for collecting, pumping, treating, and disposing of sewage.
20. "Sewer" means a pipe or conduit for carrying sewage.
21. "Sewer service charges" means any and all charges, rates or fees levied against and payable by customers, as consideration for the servicing of said customers by said sewer system.

22. "Slug" means any discharge of water, sewage, or industrial waste which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average 24-hour concentration or flows during normal operation.
23. "Storm drain" or "storm sewer" means a sewer which carries storm and surface waters and drainage but excludes sewage and industrial wastes, other than unpolluted cooling water.
24. "Superintendent" means the Superintendent of sewage works and/or of water pollution control of the City or any authorized deputy, agent, or representative.
25. "Suspended solids" means solids that either float on the surface of, or are in suspension in water, sewage, or other liquids, and which are removable by laboratory filtering.
26. "Watercourse" means a channel in which a flow of water occurs, either continuously or intermittently.

SECTION 2. AMENDMENT OF PUBLIC SEWER ORDINANCE. Chapter 97.03 of the North Liberty Code of Ordinances is amended to read as follows:

97.03 PROHIBITED DISCHARGES.

No person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewers:

1. Flammable or Explosive Material. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas.
2. Toxic or Poisonous Materials. Any waters or wastes containing toxic or poisonous solids, liquids or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the sewage treatment plant, including but not limited to cyanides in excess of two (2) milligrams per liter as CN in the wastes as discharged to the public sewer.
3. Corrosive Wastes. Any waters or wastes having a pH lower than 5.5 or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works.
4. Solid or Viscous Substances. Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails and

paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.

5. Excessive B.O.D., Solids or Flow. Any waters or wastes having (a) a five-day biochemical oxygen demand greater than 213 parts per million by weight, or (b) containing more than 235 parts per million by weight of suspended solids, or (c) having an ammonia nitrogen level greater than 30 mg/l, or (d) having a chemical oxygen demand (COD) level greater than 300 mg/l, or (e) total organic carbon (TOC) level greater than 140 mg/l or (f) total kjeldahl nitrogen (TKN) level greater than 30 mg/l, or (g) total fats, /oil and grease (FOG) level greater than 100 mg/l, or (h) having an average daily flow greater than two percent of the average sewage flow of the City, shall be subject to the review of the Superintendent. Where necessary in the opinion of the Superintendent, the owner shall provide, at the owner's expense, such preliminary treatment as may be necessary to (a) reduce the biochemical oxygen demand to 213 parts per million by weight, or (b) reduce the suspended solids to 235 parts per million by weight, or (c) reduce the ammonia nitrogen level to 30 mg/l, (d) reduce the COD level to 300 mg/l, (e) or reduce the TOC level to 140 mg/l, or (f) reduce the TKN level to 30 mg/l, or (g) reduce total FOG to 100 mg/l, or (h) control the quantities and rates of discharge of such waters or wastes. Plans, specifications, and any other pertinent information relating to proposed preliminary treatment facilities shall be submitted for the approval of the Superintendent and Building Official, and no construction of such facilities shall be commenced until said approvals are obtained in writing.

SECTION 3. AMENDMENT OF PUBLIC SEWER ORDINANCE. Subparagraph 2 of Chapter 97.04 of the North Liberty Code of Ordinances is amended to read as follows:

2. Fat, Oil and Grease (FOG). Any water or waste containing fats, wax, grease or oils, whether emulsified or not, in excess of 100 mg/L total FOG.

SECTION 4. AMENDMENT OF PUBLIC SEWER ORDINANCE. Chapter 97.09 of the North Liberty Code of Ordinances is amended to read as follows:

1. Maintenance Requirements.
 - A. All users shall maintain any fats, oil and grease (FOG) recovery system so that the discharges therefrom are in compliance with all applicable laws, rules and regulations. Users include but are not limited to owners, tenants and builders of any structure connected to the sewage system.

- B. All FOG recovery systems shall have all floating material removed per a schedule approved by authorized agent of the City. All FOG traps and recovery systems shall be completely pumped out annually or when the FOG and solids content thereof exceeds 25% of the interceptor or trap depth, whichever comes first. Routine maintenance and maintenance required by this ordinance shall include the complete recovery of all contents, including floating materials, wastewater and bottom sludge and solids. The frequency of maintenance may be increased to comply with the manufacturer's recommendation, or to comply with this ordinance . The frequency shall be as often as necessary to prevent overflows of FOG from entering the City's sewage system.
 - C. The Pump-and-Return Method of decanting or discharging of removed waste or wastewater back into the FOG recovery system is prohibited.
 - D. Any removal and hauling of FOG as a result of the complete pumping of a FOG trap and all other FOG recovery systems shall be performed by a professional liquid waste hauler.
 - E. If any FOG recovery system discharge wastes fail to meet requirements of the applicable city ordinances, the City is authorized to require that the user repair, replace or upgrade its FOG recovery system at the sole expense of the user.
 - F. No user may place an additive of any type into the FOG trap or FOG recovery system.
2. Maintenance Records. Each user at each FOG producing facility shall maintain an accurate and complete record of all cleaning(s) or maintenance of its FOG producing facility's FOG recovery system, and shall file electronic copies of same with the Building Department or designated agent per current procedures. Submissions will be made either weekly, monthly, quarterly, semi-annually, or annually, based on the service schedule. The following records shall be kept on-site at the FOG producing facility for a minimum of 24 months:
- A. Haulers. The hauler shall provide the FOG producing facility manager, at the time of service, a manifest conforming to all federal and state statutes and regulations,
 - B. Manifests. The removal of FOG recovery system contents shall be recorded on a manifest that identifies the pumping, hauling and disposing of the wastes, and whether collected from an interior or an exterior FOG recovery system.
 - C. Manifest Information. Each manifest shall contain the following information and such other information as may be required by State statute:
 - (1) User information, including name, address, the volume pumped from each FOG recovery system, the date and time of the pumping;

- (2) Hauler information, including company name, address, state license/permit number, and disposal/receiving facility location information and the FOG Recovery System Identification Number;
 - (3) Receiving facility information, including the facility name and address, date and time of receiving;
 - (4) A certification that the FOG trap or FOG recovery system was in working order. If not, deficiencies shall be listed; and
 - (5) A certification that the maintenance requirements, as set forth in Subsections 97.09(D) and (E) below, are being complied with by the user relative to the FOG trap or FOG recovery system.
- D. Manifest/Maintenance Log. The owners of each FOG producing facility shall maintain and keep available on the premises a continuous log of manifests, FOG maintenance reports, and other similar records regarding each cleaning or maintenance of the FOG recovery system for the previous twenty-four (24) months. The log shall be kept on the FOG producing facility premises in a location where the log is available for inspection or review by the City.
- E. Manifest/Maintenance Log Filing. The customer shall file manifests with the City or designated agent after each service. All submissions must be electronic along with fees associated with each submission.
3. Repairs. Any repair that is required for a FOG trap or recovery system shall be made by the user within thirty (30) days of the user receiving notice of the need for a repair from either the hauler, the owner, or the City.
4. Permit Required. It is unlawful for any person to operate a FOG recovery system connected to the sewage system without first being issued a FOG Operation Permit by the City for each such device. Each FOG Operation Permit is valid for one year.
- A. FOG Operation Permit Fee. Before any FOG Operation Permit is issued or renewed, the person who makes the application shall pay to the Clerk the permit fee for each FOG Recovery System to be connected to the sewage system. The City Council shall set the permit fee by resolution, which shall be used to cover the cost of issuing the permit and supervising, regulating, and inspecting the systems and maintenance records required by this chapter.
- B. Permit Revocation and Denial. A FOG Operation Permit may be revoked for any violation of this chapter. No FOG Operation Permit shall be issued or renewed unless the user is in compliance with the requirements of this chapter.
- C. FOG Operation Permit Fee waived. No initial FOG Recovery Permit fee shall be required for new FOG Operation Permits applied for prior to July 1, 2024.
5. Penalty for Noncompliance. Any person who fails to perform an act required by this chapter or who commits an act prohibited by this chapter or who resists the enforcement

of any section of this chapter shall be deemed to have committed a municipal infraction in accordance with Chapter 3 of this Code of Ordinances.

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

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

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

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

First reading on November 14, 2023.

Second reading on November 28, 2023.

Third and final reading on _____, 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

I certify that the forgoing was published as Ordinance No. _____ in the Cedar Rapids Gazette on the ____ day of _____, 2023

TRACEY MULCAHEY, CITY CLERK

Resolution No. 2023-148

**A RESOLUTION ESTABLISHING FAT OIL GREASE (FOG)
OPERATION PERMIT FEE IN THE CITY OF NORTH LIBERTY,
IOWA**

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

WHEREAS, Section 97.09 of the North Liberty Code of Ordinances authorizes the City Council to determine and set by resolution annual FOG Operation Permit Fees; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of North Liberty, Iowa, hereby approves annual FOG Operation Permit Fees as \$50.00, to commence effective January 1, 2024.

APPROVED AND ADOPTED this 12th day of December, 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



Storm Water Fees Ordinance



To **North Liberty Mayor & City Council**
CC **North Liberty Department Heads**
From **Ryan Heiar, City Administrator**
Date **September 7, 2023**
Re **HF718 and revenue options**

Introduction

The purpose of this memo and related attachments is to provide the City Council with the following:

- A summary of the negative financial impacts of the recently approved property tax legislation, referred to as HF718;
- An overview of other potential revenue sources available to the City to lessen the impact perpetuated by HF718;
- An analysis and recommendation to proceed with a 1% increase of the Utility Franchise Fee to fund Centennial Park Next Stage and other future park projects;
- An analysis and recommendation to proceed with a rate and billing restructure of the storm water utility.

HF718

During the 2023 state legislative session, the state made significant changes to the property tax system with promises that additional revisions further handcuffing local governments will follow. A few of the more crippling provisions in HF718 include:

- Consolidation of most general and special fund levies.
- Tax levy limitations based on growth tiers.
- New and/or expanded exemptions for military and homeowners aged 65+.
- Budget reporting and timelines.

A more detailed summary of HF718, as offered by the League of Cities, is attached.

The most impactful punch in HF718 is the tiered growth formula, which is intended to drive down a city's general fund tax levy. In short, if a city's annual growth in taxable value is under 3% there is no reduction multiplier applied; however, if the city's growth rate is between 3% and 5.99%, or 6% or greater, a 2% or 3% reduction multiplier is applied, respectively.

In anticipation of the FY25 budget, staff has developed a model to help understand the ramifications to the general fund budget.

Figure 1

2023 Legislative Property Tax Reform					
Projected Impacts					
	FY25	FY26	FY27	FY28	4-Year Total Projected Revenue Reduction
Previous Year Non-TIF Taxable Value (PYNTTV)	\$ 1,116,405,228	\$ 1,183,389,542	\$ 1,254,392,914	\$ 1,329,656,489	
Budget Year Non-TIF Taxable Value (BYNTTV)	\$ 1,183,389,542	\$ 1,254,392,914	\$ 1,329,656,489	\$ 1,409,435,878	
Growth Rate	106%	106%	106%	106%	
Previous Year General Fund Levy (PYGFL)	\$ 8.10000	\$ 7.86408	\$ 7.63503	\$ 7.41265	
If Growth is > 6% Multiply PYNTTV by 1.03	\$ 1,149,897,385	\$ 1,218,891,228	\$ 1,292,024,702	\$ 1,369,546,184	
Previous Year General Fund Property Taxes Certified (PYGFPTC) (with Utility Replacement Request)	\$ 9,042,882	\$ 9,306,267	\$ 9,577,324	\$ 9,856,275	
Adjusted City General Fund Levy (ACGFL) [(PYGFPTC ÷ PYNTTV) x 1,000]	\$ 7.86408	\$ 7.63503	\$ 7.41265	\$ 7.19675	
Projected General Fund Revenues with New Legislation	\$ 9,306,267	\$ 9,577,324	\$ 9,856,275	\$ 10,143,351	
Projected General Fund Revenues with Previous Legislation	\$ 9,585,455	\$ 10,160,583	\$ 10,770,218	\$ 11,416,431	
Projected Revenue Reduction	\$ (279,188)	\$ (583,259)	\$ (913,943)	\$ (1,273,080)	\$ (3,049,470)

Figure 1 calculates the reduction in the tax levy over the next four years, which is the effective time period of HF718. The taxable value growth rate used in this model is 6%, a reasonable estimate given previous year's growth. This illustration shows general fund revenues modestly increasing each year; however, the projected revenue increase is drastically less when compared to pre FY24 calculations. The bottom line of Figure 1 provides the difference in revenues each year. In a four-year period, the cumulative reduction in revenue totals over \$3 million. This is a significant number.

Another variable within HF718 that has not been calculated yet is the expanded exemptions for military and senior homeowners. Jonson County is trying to evaluate this variable; however, it is a complex process. These exemptions will add to the reduced revenues as outlined above.

And finally, it is anticipated that the rollback will drop approximately 6%+, from 54% to 48% in FY25. This calculation is not part of HF718; rather the rollback, which fluctuates annually, has been in place since the 70's. As a point of reference, the largest year to year change to the rollback in the last two decades was 2.28%. This too, will impact the general fund's ability to generate sustainable revenue.

Fortunately, there are several levies that will not be consolidated into the city's new adjusted general fund levy, and which the City can use to offset the legislative growth restrictions. For North Liberty, those levies include:

- FICA & IPERS
- Other Employee Benefits
- Liability, property & Self Insurance Costs
- Support of a Local Emergency Management Commission

Considering the projections in Figure 1, it is anticipated that the four unconsolidated levies noted above could generate the necessary revenue to fill the funding shortfall created by HF718 for fiscal years 25, 26 and 27, as shown in Figure 2. In year four, however, the unconsolidated levies can no longer keep up with the legislative imposed growth restrictions.

Figure 2

Levies NOT Impacted*	FY25	FY26	FY27	FY28
Trust & Agency				
Funds Available	\$ 630,000	\$ 661,500	\$ 694,575	\$ 729,304
Funds Needed to Cover Reduction	\$ 279,188	\$ 583,259	\$ 694,575	\$ 729,304
Potential Tax Rate	\$ 0.23592	\$ 0.52735	\$ 0.52237	\$ 0.51744
Property & Liability Insurance				
Funds Available	\$ 239,400	\$ 251,370	\$ 263,939	\$ 277,135
Funds Needed to Cover Reduction	\$ -	\$ -	\$ 219,368	\$ 277,135
Potential Tax Rate	\$ -	\$ -	\$ 0.16498	\$ 0.19663
EMA				
Funds Available	\$ 11,550	\$ 12,128	\$ 12,734	\$ 13,371
Funds Needed to Cover Reduction	\$ -	\$ -	\$ -	\$ 13,371
Potential Tax Rate	\$ -	\$ -	\$ -	\$ 0.00949
Tax Rate	\$ 8.10000	\$ 8.16237	\$ 8.10000	\$ 7.92030
Additional Funds Generated	\$ 279,188	\$ 583,259	\$ 913,943	\$ 1,019,810
Funding Shortfall	\$ (0)	\$ (0)	\$ 0	\$ (253,270)

While these projections offer some clarity as staff plans for FY25, it is difficult, arguably impossible, to plan for future years as the governor and legislature have made it clear that

further, more aggressive adjustments to the property tax system will be looming. That said, the following paragraphs will highlight currently available options for alternative funding streams.

Capital Projects Levy (Referendum required)

One tool that remains untouched by HF718 is the Capital Projects Levy, which, upon a successful vote of the community, could generate up to \$730k annually (a \$0.675 tax levy). This revenue source is required to be used for capital projects as determined by

the City Council. As the community center, pool and other city facilities continue to age, this levy may be a future option to fund larger scale maintenance and repair projects.

Local Option Sales Tax (LOST)

Another referendum required funding stream, which has gathered some attention in previous years, is the Local Option Sales Tax. North Liberty, along with most of the other Johnson County cities, is one of only a handful of cities across the state that does not utilize this revenue source. In the last 15 years, the city has held two referendums for a LOST, both times ending in defeat. There are numerous variables when computing the potential revenue capabilities of this tax, thus the anticipated revenue is difficult to estimate. At a minimum, annual revenue would likely top \$1 million. State code requires 50% of all LOST generated to be used for property tax relief, while the remaining 50% can be used for any other lawful purpose but must be described in the ballot language.

Service Charges and fees

The city charges fees for various services, such as building and zoning permits, recreation programs, access to the swimming pool and other recreational facilities, site plan review, etc. Occasionally, these fees may need to be adjusted; however, it's fair to say that the city is not aggressive when considering increases. For example, in the last 15 years, site plan review and zoning fees have not increased. Recreation center fees have been adjusted twice since 2004, with the last increase coming in 2018. It is not uncommon for cities to subsidize these services and programs with tax revenue; however, if the state continues to diminish the city's abilities to generate revenue, stronger consideration for fee increases should be considered. Currently, the recreation team is evaluating fees at the recreation center. It is too early in the process to determine if a fee increase will be recommended.

Utility Franchise Fee

A Franchise Fee allows the City to collect up to 5% of a gas and/or electric bill of a property within the corporate limits. North Liberty currently collects a 2% fee and revenues are trending upward due to growth of accounts and the recent increase in gas and electric rates. Figure 3 identifies actual revenues for fiscal years 22 and 23.

Figure 3

	FY22	FY23
	Actual	Actual (unaudited)
Revenues		
Alliant Energy	\$ 169,656	\$ 182,567
Linn County REC	\$ 115,388	\$ 159,763
MidAmerican Energy	\$ 67,604	\$ 118,773
Total Revenues	\$ 352,649	\$ 461,103

Staff is recommending a 1% increase in the Franchise Fee to help fund the Centennial Park project, as well as future park capital projects. As general fund revenues dwindle, these fees will be even more imperative to fund park projects.

Figure 4 provides a projection of revenues with a one percent increase, effective January 1, 2024.

Figure 4

	FY24	FY25	FY26	FY27	FY28
	Budget	Estimated	Estimated	Estimated	Estimated
Revenues					
Alliant Energy	\$ 230,491	\$ 279,355	\$ 282,148	\$ 284,970	\$ 287,820
Linn County REC	\$ 201,701	\$ 244,461	\$ 246,906	\$ 249,375	\$ 251,869
MidAmerican Energy	\$ 149,951	\$ 181,741	\$ 183,558	\$ 185,393	\$ 187,247
Total Revenues	\$ 582,143	\$ 705,557	\$ 712,612	\$ 719,738	\$ 726,936

Stormwater Utility

The city has had a storm water utility for over two decades and in that time, rates have rarely been adjusted. The current rate, which is a flat fee of \$2 for each utility account, has not been adjusted since 2000. Moreover, the flat fee rate is an outdated and inequitable billing structure. In the last 24 months, staff has made a monumental effort in collecting impervious surface data, via GIS, throughout the city and is ready to recommend a change in the billing structure for the stormwater utility. Instead of billing a flat fee, staff is proposing to bill based on the amount of impervious surface on a lot. This method is considered a best practice and is used widely across the United States with great success.

The proposed billing structure would establish an equivalent residential unit (ERU) of 3,500 square feet. The ERU was calculated by reviewing amounts of impervious surfaces on various single-unit, two-unit and townhome lots. As described in Figure 5, single-unit, two-unit and townhome lots would be charged for one ERU. Multi-unit and manufactured housing would be charged 75% of an ERU and mixed use residential 62.5% of an ERU. Larger, nonresidential properties would be billed \$4 for the first ERU and \$1 for subsequent ERU's.

Figure 5

Rate Structure

	Current Rate	Rate for first ERU			Rate/Additional ERU		
		Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
Single-Unit, Two-Unit & Townhomes	\$ 2.00	\$ 3.00	\$ 4.00	\$ 4.00	n/a	n/a	n/a
Multi-Unit & Manufactured Homes	\$ 2.00	\$ 2.50	\$ 3.00	\$ 3.00	n/a	n/a	n/a
Mix Used, Residential	\$ 2.00	\$ 2.25	\$ 2.50	\$ 2.50	n/a	n/a	n/a
Commercial & Industrial	\$ 2.00	\$ 3.00	\$ 4.00	\$ 4.00	\$ 0.33	\$ 0.66	\$ 1.00

The proposal suggests a two-year phase in for the rate increase for the first ERU and a three-year phase in for the rate for additional ERU's. This approach will soften the impact for larger impervious surface owners. The three-year revenue projection is described below in Figure 6.

Figure 6

Current Revenue Summary			
	# of Accounts	Current Monthly Revenue	Current Annual Revenue
Single-Unit, Two-Unit & Townhomes	6,424	\$ 12,848	\$ 154,176
Multi-Unit & Manufactured Homes	2,288	\$ 4,576	\$ 54,912
Mix Used, Residential	353	\$ 706	\$ 8,472
Commercial & Industrial	489	\$ 978	\$ 11,736
TOTALS	9,554	\$ 19,108	\$ 229,296
Proposed Revenue Summary (Year 1)			
	Proposed Monthly Revenue	Proposed Annual Revenue	Additional Annual Revenue
Single-Unit, Two-Unit & Townhomes	\$19,272	\$ 231,264	\$ 77,088
Multi-Unit & Manufactured Homes	\$5,720	\$ 68,640	\$ 13,728
Mix Used, Residential	\$794	\$ 9,531	\$ 1,059
Commercial & Industrial	\$2,176	\$ 26,117	\$ 14,381
TOTALS	\$ 27,963	\$ 335,552	\$ 106,256
Proposed Revenue Summary (Year 2)			
	Proposed Monthly Revenue	Proposed Annual Revenue	Additional Annual Revenue
Single-Unit, Two-Unit & Townhomes	\$25,696	\$ 308,352	\$ 77,088
Multi-Unit & Manufactured Homes	\$6,864	\$ 82,368	\$ 13,728
Mix Used, Residential	\$883	\$ 10,590	\$ 1,059
Commercial & Industrial	\$3,921	\$ 47,051	\$ 20,933
TOTALS	\$37,363	\$448,361	\$112,808
Proposed Revenue Summary (Year 3)			
	Proposed Monthly Revenue	Proposed Annual Revenue	Additional Annual Revenue
Single-Unit, Two-Unit & Townhomes	25,696	\$ 308,352	\$ -
Multi-Unit & Manufactured Homes	\$6,864	\$ 82,368	\$ -
Mix Used, Residential	\$883	\$ 10,590	\$ -
Commercial & Industrial	\$5,496	\$ 65,948	\$ 18,897
TOTALS	\$38,938	\$467,258	\$18,897

To offer an additional frame of reference, attached is a spreadsheet comparing rates, revenue/per capita, annual revenue, use of funds and other stormwater data from MS4 cities throughout Iowa.

Summary

Much of the information in this memo is for informational purposes and to prepare Council as FY25 budget discussions begin later this year. There are two issues however, that will need further discussion and potential action by the City Council. Staff recommends consideration of a 1% franchise fee increase and a restructure of the stormwater utility billing. If there is consensus to move forward, staff will provide additional information and ordinances for the City Council to consider in November.

In the meantime, if you have questions or desire additional data, please contact me.

HF 718



Updated on June 29, 2023



Posted on May 12, 2023

HF 718 Analysis

***Important Disclaimer: the HF 718 analysis on this page is our current “unofficial” understanding of the new law. As we continue to learn more, we will update this page.**

[League’s Cityscape Article on HF 718](#)

[HF 718 recording](#) from June 28

[HF 718 presentation slide deck](#)

Summary of the New Property Tax Law

In our analysis, divisions 2, 5, 6, 7, 8, 9, 10, 13, and 14 include impacts on city governments. At a high level, HF 718 includes:

- Consolidation of levies and creation of a newly-defined adjusted city general fund levy (ACGFL)
- Levy limitation based on property tax valuation growth “tiers”
- New homestead exemption for residential property owners of age 65 or more
- Military service exemption expansion
- Property tax abatement agreements and limits
- Regional transit funding
- County auditor reports to distinguish revaluation and other additions to the tax base
- Required statement to be mailed to each property owner
- Changes to the budget timelines, forms, hearings and processes
- Single date annually for bond elections
- Bond financing (new general corporate purpose bonding limitations) and reporting requirements

Below is a summary containing a basic analysis of each division of the bill that the League believes impacts cities. Again, please note that this is an unofficial analysis, and is subject to updates.

Please check back to see any new updates or Q&A as we move forward.

Division II: New General Fund Levy & Levy Limitations

Division II creates a new adjusted city general fund levy (ACGFL) that combines several current levies into one. This new ACGFL is then subject to potential limitation or reduction for fiscal years 25-28, depending upon the city's non-TIF taxable valuation growth compared to the previous year. Beginning in fiscal year 29 (FY 29) all cities go to a \$8.10 ACGFL maximum going forward and the levy limitation calculation ceases. (For clarity, those cities under \$8.10 in FY28 will be allowed to go up to the \$8.10 maximum beginning in FY29; those cities above the \$8.10 in FY28 will be reduced to a maximum of \$8.10).

What Levies are Combined?

The levies combined include Section 384.1 – the current general fund levy (up to \$8.10) for FY 24, Section 384.8 – the emergency levy (up to \$0.27) for FY 24, any amount levied under Section 24.48 (appeal) for FY 24, and any amount levied for FY 24 from Section 384.12 subsections:

- 384.12 (1) Instrumental/Vocal Music Groups
- 384.12 (2) Memorial Buildings
- 384.12 (3) Symphony Orchestra
- 384.12 (4) Cultural & Scientific Facilities
- 384.12 (5) County Bridge
- 384.12 (6) Mississippi or Missouri River Bridge Construction
- 384.12 (7) Bridge Purchase
- 384.12 (8) Contract for Use of Bridge
- 384.12 (9) Aid to a Transit Company
- 384.12 (11) Rent, Insurance, Maintenance of Civic Center
- 384.12 (12) Operation & Maintenance of City-owned Civic Center
- 384.12 (13) Planning a Sanitary Disposal Project
- 384.12 (15) Levee Improvement Fund in a Special Charter City
- 384.12 (16) Maintain Institution Received by Gift/Devise
- 384.12 (18) City Emergency Medical District
- 384.12 (20) Support Public Library

What Levies are not included in the new ACGFL limitation?

Debt service, pensions, employee benefits, operation and maintenance of a municipal transit system or regional transit district, aviation authority, tort and self-insurance, capital improvement reserve fund, support for a local emergency management commission, emergency services

districts, and a levy to exceed a maximum amount set in Code with narrow/newly-defined parameters.

Important Timing Notes:

The baseline ACGFL year is FY 24; the first annual ACGFL adjustment will be for the FY 25 budget year. This legislation consolidates the levies into a new ACGFL permanently. However, the levy limitation calculation (deriving the next year's maximum ACGFL levy) is limited to a four-year period (FYs 25-28). Beginning with FY 29, cities would be able to select a levy rate for the ACGFL of up to \$8.10, regardless of their growth or previous ACGFL rate. **Note: if a city's ACGFL were above \$8.10 in FY 28, they would be required to reduce to \$8.10 beginning in FY 29.**

Note that the assessment process generally applies every other year for most properties. For that reason, growth rates might vary year-to-year.

Calculating the New Adjusted City General Fund Levy (ACGFL)

The steps below show how to calculate your next-year ACGFL.

1. Find your city's non-TIF taxable value including gas & electric (and excluding ag land and ag building) on which property taxes are calculated for the current fiscal year. This is the amount on line 2a of your budget certification page (which can be found here: <https://dom-localgov.iowa.gov/budget-search>). For example, to calculate the new ACGFL in FY 25, you will begin with the line 2a value from the FY 24 budget certification page.
2. Identify your non-TIF taxable value including gas & electric on which property taxes are calculated for the next budget year, and calculate growth compared to the current budget year (step #1 above). This is the amount you would enter on line 2a of your budget certification page. To do this, divide the next-year non-TIF taxable growth by the current-year non-TIF taxable growth. For example, when calculating the new ACGFL in FY 25, this would be dividing line 2a for FY 25 by the line 2a value for FY 24.
3. The baseline year for the ACGFL is FY 24; the levy limitation begins with the FY25 budget year. Calculate your baseline general fund levy (ACGFL). To do this, go to your city's budget certification page (page 1 of your FY 24 budget). The budget archives can be found: <https://dom-localgov.iowa.gov/budget-search>.

From there, combine (sum) all of the levy rates for the levies being merged. In addition to your existing regular general fund levy (up to \$8.10), these are Section 384.12 subsections 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 15, 16, 18 and 20; the emergency levy (Section 384.8); and any amount levied under Section 24.48 (appeal) for FY 24.

As you plan your FY 25 budget, use the FY 24 baseline ACGFL you just calculated. For your FY 26-28 budgets, use the current year ACGFL as you prepare your next year's budget. For example, when preparing your FY26 budget, look up your FY 25 ACGFL for this step.

4. Based on the result of steps #2 and #3, follow the applicable option:

Tier I: your city's growth rate from step #2 above is less than 3%

- If your city's ACGFL from step #3 is greater than \$8.10 AND your non-TIF taxable value growth from step #2 is less than 1.03, stop. You may use your calculated ACGFL for the current year as a maximum ACGFL for the next budget year.
- If your city's ACGFL from step #3 is less than \$8.10 AND your non-TIF taxable value growth from step #2 is less than 1.03, stop. \$8.10 is your maximum ACGFL for the next budget year.

Tier II: your city's growth rate from step #2 above is between 3%-5.99%

- If your non-TIF taxable value growth from step #2 is between 1.03 and 1.059, multiply your step #1 result by 1.02. Continue to step #5.

Tier III: your city's growth rate from step #3 above is 6% or greater

- If your non-TIF taxable value growth from step #2 is 1.06 or greater, multiply your step #1 result by 1.03. Continue to step #5.

5. Sum the 'property taxes certified' (with utility replacement request) that are generated by the levies you combined in step #3 for the current year. These are found on your budget certification pages on the same lines as the combined levies.

6. Calculate the following:

$1,000 * (\text{amount from step \#5} / \text{amount from step \#4})$

This is your new maximum ACGFL for the next year's budget, for FYs 25-28. Remember that beginning with FY 29, all cities select an ACGFL of up to \$8.10. (Note: this is regardless of growth from the previous year. And, for FY 29, a city whose ACGFL was previously above \$8.10 would be reduced to \$8.10 going forward).

Division V: Homestead Property Tax Credit & Exemption

Division V creates a new homestead exemption for property owners aged 65 and over, in addition to the current homestead credit. This additional exemption is \$3,250 for FY 25 and increases to \$6,500 beginning FY 26 and forward. The current homestead credit will continue to be state-funded, however, there is no state reimbursement for the exemption created in this division. This will result in a reduction in taxable value for local government.

Division VI: Military Property Tax Credit & Exemption

Division VI increases the military service exemption for eligible property owners to \$4,000 beginning FY 25. The military exemption will not be funded by the state in any amount for FYs beginning FY 25 and forward. This will result in a reduction in taxable value for local governments.

Division VII: Property Tax Abatement Agreements and Limits

Division VII requires that minimum assessment agreements for commercial properties be created and agreed upon in writing before the projects are eligible for property tax abatement under a revitalization area established under Chapter 404. The agreement must contain specified information, including a minimum actual value for the completed improvements, and must be certified by the assessor. This applies to revitalization areas created in FY 25 and after, and for first-year exemption applications in existing revitalization areas filed on or after July 1, 2024.

In addition, Division VII prohibits property tax abatement for the school district portion of revitalization areas for residential projects established under Chapter 404, beginning with revitalization areas created in FY 25 and after, and for first-year exemption applications in existing revitalization areas filed on or after July 1, 2024.

Cities are encouraged to consult their bond counsel on the potential impact of this provision of the legislation.

Division VIII: Transit Funding

Allows the city of Des Moines to go up to 7.5% franchise fees, with any portion above 5% required to be dedicated to regional transit (DART).

Division IX: County Auditor Evaluation Reports

Beginning with assessment year 24 (AY 24 or FY 26), annual county auditor reports must distinguish such values as revaluation or other types of addition to the value within the abstract to be provided to the Iowa Department of Management.

Division X: Local Government Budgets and Taxpayer Statements

Division X requires that county offices mail each property taxpayer an annual statement and change the budget process and timelines. All political subdivisions, including cities, must file a report annually by **March 15** with the Iowa Department of Management (DOM) containing the information specified in the new law to be included in the mailings. Then, by **March 20** (annually), the county auditor, using the information compiled and calculated by DOM, must send to each property owner or taxpayer within the county by regular mail an individual statement with the specified information (see below) broken out by political subdivision comprising the taxpayer's taxing district.

Division X requires political subdivisions to hold a public hearing on the proposed property tax amounts for the budget year and new taxpayer statements. This is a hearing in addition to the public hearing required under *Code of Iowa* Section 24.9 (to approve the annual budget) and must be separate from any other meeting of the governing body, including any other meeting or hearing related to the political subdivision's budget. No other business unrelated to the new hearing requirements can be discussed at the meeting at which this hearing is held. At the hearing, the

political subdivision shall receive oral or written testimony from any resident or property owner of the political subdivision. After all, testimony has been received and considered, the governing body may decrease, but not increase, the proposed property tax amount to be included in the political subdivision's budget.

Notice of the public hearing shall be published not less than ten nor more than twenty days prior to the hearing in a newspaper published at least once weekly and having general circulation in the city. However, if the city has a population of two hundred or less, publication may be made by posting in three public places in the city.

Notice of the hearing shall also be posted and clearly identified on the political subdivision's internet site for public viewing beginning on the date of the newspaper publication and shall be maintained on the political subdivision's internet site with all prior year notices and copies of the statements mailed. Additionally, if the political subdivision maintains a social media account on one or more social media applications, the public hearing notice or an electronic link to the public hearing notice shall be posted on each such account on the same day as the publication of the notice.

The law states that a municipality shall not certify or levy in any fiscal year a property tax unless and until the estimates have been made, filed, and considered. The verified proof of publication of the notice shall be filed in the office of the county auditor and preserved by the auditor. It clarifies that the levy will not be valid unless notice is published, mailed, and filed. However, the bill states that "failure of an owner or taxpayer to receive a statement under section 24.2A shall not invalidate a levy."

This division also repeals Sections 331.433A and 384.15A. The League is working to confirm that this means that it repeals the pre-existing "Maximum Property Tax to Levy" notice and hearing.

This division moves the city's budget certification deadline to **April 30** annually, beginning with the FY 25 budget.

The new statements to be mailed to each property owner or taxpayer must include:

1. The sum of the current fiscal year's actual property taxes certified for a levy for all of the district's levies and the combined property tax rate per \$1,000 for such tax amount for the current fiscal year;
2. The combined effective property tax rate for the district calculated using the sum of the current fiscal year's actual property tax certified for levy of all of the district's levies above;
3. The combined amount of the property tax dollars to be certified for all of the district's levies for the budget year and the proposed combined property tax rate per \$1,000 for such levies;
4. If the property tax dollars specified under (3) exceed the current fiscal year's actual property tax dollars certified for levy specified in (1), a detailed statement of the major reasons for the increase, including the specific purposes or programs for which the district is proposing an increase;
5. An example comparing the amount of property taxes on a residential property with an actual

value of \$100,000 in the current fiscal year and such amount on the residential property using the proposed property tax dollars for the budget year, including the percentage difference in such amounts;

6. An example comparing the amount of property taxes on a commercial property with an actual value of \$100,000 in the current fiscal year and such amount on the commercial property using the proposed property tax dollars for the budget year, including the percentage difference in such amounts;

7. The district's percentage of total property taxes certified for levy in the owner's or taxpayer's taxing district in the current fiscal year among all taxing authorities;

8. The date, time, and location of the district's public hearing on the information contained in the statements.

9. Information on how to access the political subdivision's internet site, the political subdivision's statements under this section, and other budget documents for prior fiscal years.

Division XIII: Bond Elections

Division XIII requires that all elections on the question of issuing bonds or other indebtedness are to be held on the first Tuesday after the first Monday in November (once annually), beginning with elections occurring on or after July 1, 2023. The Commissioner of Elections is required to mail notice to each registered voter in the jurisdiction, including the full text of the public measure to be voted on at the election. This notice must be mailed not less than ten nor more than twenty days before the election.

Division XIV: City Bond Financing & Annual Finance Report (AFR) Requirements

Division XIV includes a 30% increase to the limits to enter into loan agreements payable from the general fund and a 30% increase to the limits for general corporate purpose reverse referendum thresholds. This division is effective beginning with FY 25. It also adjusts related population definitions.

This division adds the requirement that an estimate of the annual increase in property taxes as the result of the bond issuance of a residential property with an actual value of \$100,000 be added to the notice of proposed action to issue a bond for an essential corporate purpose.

Beginning with the annual financial report published by December 1, 2025, each report shall include a list of bonds, notes, or other obligations issued by the city during the most recently completed fiscal year, and the applicable lists for other fiscal years beginning on or after July 1, 2024, for which obligations remain unpaid, payable from any source, including the amount of the issuance, the project or purpose of the issuance, whether the issuance was approved at the election, eligible to be subject to a petition for an election, or was exempt from the approval at the election as the result of statutory exclusions based on the population of the city or amount of the issuance, and identification of issuances from the fiscal year or prior fiscal years related to the same project or purpose.

FAQ:

Q: We thought that the FICA/IPERS levy budget line could not be used unless the general fund was at its maximum? How does HF 718 impact this?

A: Iowa's Administrative Code 545.4.2 (see below/link). As the admin code refers to the "tax rate limit of that fund," the newly calculated general fund limit (ACGFL) will apply to each individual city. For example, if a city's ACGFL was limited to \$6.00 in a budget year, then that city must choose to use the full \$6.00 ACGFL before using the FICA/IPERS line. The ACGFL would **not** need to be at \$8.10 in order to use the FICA/IPERS line unless that was the city's calculated ACGFL limit.

Reference:

545—4.2(384) Mandatory procedures. These employee benefits must be budgeted in the city general fund up to the tax rate limit of that fund with the excess being budgeted in the trust and agency fund for those employees being paid from the city general fund: 1. Employer's share of FICA under *Code of Iowa* Section 97C.10. 2. Employer's share of IPERS under *Code* Section 97B.9.

<https://www.legis.iowa.gov/docs/iac/rule/11-22-2006.545.4.2.pdf>

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Storm Water Rates, Revenues and Uses Comparison of MS4 Cities

City	Population	Rates				ERU Size	ERU Cap on C/I	Highest Monthly Bill	Annual Revenue	Revenue/Capita	Revenue Uses	
		Single-Unit, Two-Unit & Townhouse	Manufactured Home Park (if specified)	Multi-Unit	Commercial/ Industrial							
North Liberty	21,399	\$2.00 FF	\$2.00 FF		\$2.00/unit	\$2.00 FF	N/A	N/A	\$ 2.00	\$ 229,296	\$ 10.72	Staffing, small system improvement projects, community grants, equipment, manhole repair.
North Liberty (proposed)	21,399	\$4.00 FF	\$3.00 FF		\$3.00/unit	\$4.00 + \$1.00/ERU	3,500	N/A	\$ 376.42	\$ 454,758	\$ 21.25	
Iowa City	75,233	\$5.5 FF			\$2.75/unit	\$5.00 + (\$2.00 * SF Impervious Surface/3129)	3,129	N/A	\$ 1,578.22	\$ 1,704,329	\$ 22.65	Public education, storm sewer inspection, cleaning, maintenance/repair, and administrative costs associated with storm water management. In addition, projects to help improve water quality and reduce flooding. Funding for new storm sewer construction, separation of combined sewers, modification of existing troubled systems.
Coralville	23,125	\$3.00 FF			\$3.00/unit	\$3.00 + (\$1.40 * (SF Impervious Surface/3440))	3,440	N/A	\$ 396.61	\$ 569,910	\$ 24.64	Public education and outreach. Illicit discharge detention and elimination (reporting pollution into a storm drain or waterway). Construction site stormwater runoff control. Post-construction stormwater management. Pollution prevention and good housekeeping.
Marion	41,864	\$5.17 FF			\$3.50 + (\$1.65 * (SF Impervious Surface/2791))	\$3.50 + (\$1.65 * (SF Impervious Surface/2791))	2,791	N/A	\$ 1,110.00	\$ 1,200,000	\$ 28.66	Help support storm sewer inspection, cleaning, maintenance/repair of the city's storm/surface water pipes and public education.
Ames	66,950	\$5.2 FF			\$5.20 - 150 - 10,000 10.40 - 10,001 - 30,000 15.60 - 30,001 - 90,000	\$5.20 - 150 - 10,000 \$10.40 - 10,001 - 30,000 \$15.60 - 30,001 - 90,000	N/A	4	\$ 46.80	\$ 1,946,539	\$ 29.07	Address aging infrastructure, rehabilitation and maintenance work as well as education/outreach activities and compliance with state and federal stormwater runoff regulations.
Pleasant Hill	11,186	\$5.5 FF			\$5.5/unit	\$5.5 FF	3,500	65	\$ 358.00	\$ 360,000	\$ 32.18	Operations and maintenance costs of the storm water management programs and facilities. Some of the services tied to the storm water management program include the provision of adequate systems of collection, conveyance, detention, treatment, and release of stormwater; the reduction of hazard to property and life resulting from stormwater runoff and flooding; improvement in general health and welfare through reduction of undesirable stormwater conditions and flooding; and improvement to the water quality in the stormwater and surface water systems and its receiving waters.
Asbury	5,977	\$8.00 FF			\$8.00/unit	\$15 - 0-20,00 \$25 - 20,001 - 40,000 \$45 - 40,001 - 60,000 \$85 - 60,001 - 80,000 \$175 - 80,001 - 100,000 \$330 - Greater than 100,000	N/A	N/A	\$ 330.00	\$ 195,086	\$ 32.64	Provide for the management, protection, control, regulation, use and enhancement of stormwater management systems and facilities.
Hiawatha	7,161	\$4.75 FF	\$3.95 FF		\$4.25 + (SF Impervious Surface/6.50)	\$4.25 + (SF Impervious Surface/6.50)	10,000	N/A	\$ 229.75	\$ 293,400	\$ 40.97	Operation and maintenance of the storm water management facilities.
Norwalk	14,177	\$7.50 FF			SF Impervious Surface/3000	SF Impervious Surface/3000	3,000	N/A	\$ 1,500.00	\$ 600,116	\$ 42.33	Stormwater maintenance and repair.
Bondurant	8,710	\$6.59/ERU			\$6.59/ERU	\$3.25/ERU	2,450	N/A	\$ 3,139.50	\$ 402,401	\$ 46.20	Inspection of construction sites and post-construction stormwater facilities. Public education and outreach on stormwater impacts and water quality management. Enforce a discharge detention and elimination program. Maintain pollution prevention and good housekeeping program.
Johnston	24,390	\$7.05/ERU			\$7.05/ERU	\$7.05/ERU	4,000	4 - Residential 40 - C/I	\$ 282.00	\$ 1,130,000	\$ 46.33	Exclusive use of managing and improving the city's stormwater management infrastructure (storm sewer, creeks, drainage ways, etc.)
Grimes	16,295	6.38 FF	\$3.19 FF		\$3.19/unit	\$6.38*(Impervious Surface/10,000)	10,000	40	\$ 255.20	\$ 758,732	\$ 46.56	To ensure that appropriate resources are available to manage the storm water within Grimes and to provide a stable funding source to maintain compliance with the MS4 permit required by the Iowa Department of Natural Resources (DNR)
Urbandale	46,648	\$7.00 FF	\$7.00 FF		Impervious Surface/3200 7.00/ERU up 100 ERUs \$6.00/ERU over 100 ERUs	Impervious Surface/3200 \$7.00/ERU up 100 ERUs \$6.00/ERU over 100 ERUs	3,200	N/A	\$ 2,800.00	\$ 2,200,000	\$ 47.16	Operations and maintenance costs of the storm water management programs and facilities. Services tied to the storm water management program include the following: Illicit discharge detection and elimination; Improving water quality; Public education and outreach; Stormwater sewer system maintenance, repairs and construction.
Ankeny	72,222	\$6.50*(Impervious Surface)/(4000)			\$6.50*(Impervious Surface)/4000)	\$6.50*(Impervious Surface)/4000)	4,000	4 - Single & two-family 80 - multi, commercial & industrial	\$ 520.00	\$ 3,411,607	\$ 47.24	Construction, maintenance and operation of the stormwater management systems and facilities.
Marshalltown	27,433	\$4.00 FF			SF Impervious Surface/2800	SF Impervious Surface/2800	2,800	N/A	\$ 3,782.40	\$ 1,328,226	\$ 48.42	Provide for safe and efficient capture of storm water runoff, mitigate the damaging effects of storm water runoff, correction of storm water related problems, fund activities of storm water management and include design, planning, regulations, education, coordination, construction, operations, maintenance, inspection and enforcement activities.
Waukee	29,167	\$6.75 FF			\$6.75/unit	SF Impervious Surface/2973	2,973	N/A	\$ 3,192.75	\$ 1,435,500	\$ 49.22	Operations and maintenance of stormwater management and facilities: System maintenance, repairs and construction; Illicit discharge detection and elimination; Public education and outreach; Improving water quality.
Altoona	21,503	\$6.00/ERU			\$6.00/ERU	\$6.00/ERU	4,000	N/A	\$ 5,706.00	\$ 1,139,959	\$ 53.01	Cover costs of stormwater services provided throughout the city.
Cedar Rapids	136,429	\$7.25/ERU			\$7.25/ERU	\$7.25/ERU	4,356	N/A	\$ 6,971.00	\$ 7,800,000	\$ 57.17	Used to pay for capital improvements, operations, maintenance, and meeting federal/state permit obligations.
Bettendorf	39,548	\$6.60*(SF Property*30%)/2500))			\$6.60* (SF Impervious Surface/2500)	\$6.60* (SF Impervious Surface/2500)	2,500	N/A	\$660+	\$ 2,547,662	\$ 64.42	Fund the City of Bettendorf's stormwater management program. The costs associated with storm water management include: personnel, maintenance, vehicles, equipment and infrastructure improvement projects.
Clive	18,908	\$5.58 FF 0-3100 SF \$11.15 FF 3100 - 5100 SF \$16.73 FF over 5100 SF			\$5.58 FF 0-3100 SF \$11.15 FF 3100 - 5100 SF \$16.73 FF over 5100 SF	\$11.15*(Impervious Surface/3667)	3,667	N/A	\$ 2,234.46	\$ 1,642,659	\$ 86.88	Contributing towards the cost of construction, maintenance and operation of the stormwater mgmt. system and facilities.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 100 OF THE NORTH LIBERTY
CODE OF ORDINANCES ESTABLISHING AN EQUITABLE FEE
STRUCTURE FOR STORM WATER UTILITY SERVICES**

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

SECTION 1. AMENDMENT. Chapter 100.01 of the North Liberty Code of Ordinances is amended to read as follows:

100.01 PURPOSE.

The purpose of this chapter is to establish a storm water management system ~~district utility and provide a means of funding the operation and maintenance of for~~ the regulation of storm water ~~runoff quality and quantity management facilities~~ within the ~~district~~ City, and to provide a means of funding the management of ~~programs and facilities associated therewith, including, but not limited to the~~ inspection, cleaning, operation, maintenance, repair and administrative costs associated with storm water management, as well as public education, outreach, and code enforcement concerning storm water management, and for the planning, design, land acquisition, construction, extension, replacement, and debt service of ~~storm sewers and appurtenant structures retention and detention basins, storm~~ sewers, inlets, ditches and drains.

SECTION 2. AMENDMENT. Chapter 100.02 of the North Liberty Code of Ordinances is amended to read as follows:

100.02 STORM WATER MANAGEMENT SYSTEM DISTRICT.

The entire City is declared a storm water management system district for the purpose of establishing, imposing, adjusting, and providing for the collection of ~~rates fees supporting for~~ the operation and maintenance of storm water management system utility programs and facilities within the City as described in Section 100.01 of this Code of Ordinances. As additional areas are annexed to the City, such areas shall ~~immediately automatically~~ be included within the storm water management system district.

SECTION 3. AMENDMENT. Chapter 100.03 of the North Liberty Code of Ordinances is amended to read as follows:

100.03 RATES DEFINITIONS.

1. "Developed property" means real property upon which a structure or impervious surface has been placed or constructed, thus increasing the amount of rainwater or surface water runoff.
2. "Director" means the Planning Director or his/her designee.
3. "Dwelling unit" shares the same definition as set forth in Chapter 167.01.
4. "Equivalent residential unit" (ERU) means the average impervious area of residential developed property per dwelling unit located within the City, as periodically determined and established as provided in this chapter.
5. "ERU rate" means the dollar value periodically determined and assigned to each ERU as a fee for storm water management services, and expressed as \$x.xx per ERU.
6. "Exempt property" means any city-owned property, including but not limited to public streets, alleys and sidewalks, buildings, and parks.
7. "Impervious area" means the number of square feet of hard-surfaced areas which either prevent or slow the entry of water into the soil mantle as it enters under natural conditions for undeveloped property, and/or causes water to run off the surface in greater quantities or at an increased rate of flow from that present under natural conditions for undeveloped property, including but not limited to roofs, roof extensions, patios, porches, driveways, pavement, gravel, and athletic courts.
8. "Nonresidential property" means any property developed for commercial, industrial, governmental or institutional use, including but not limited to churches, hospitals, parking lots and mixed use properties incorporating residential uses.
9. "Storm Water Drainage System" means the system of publicly or privately owned or operated rivers, creeks, ditches, drainage channels, pipes, basins, street gutters, and lakes within the City through which or into which storm water runoff, surface water or subsurface water is conveyed or deposited.
10. "Storm water management system utility" means the enterprise fund utility created by this chapter to operate, maintain and improve the system and for such other purposes as stated in this chapter.
11. "Storm water management system" means the existing storm water management facilities, storm water drainage system, and flood protection system of the City and all improvements thereto which by this chapter are constituted as the property and responsibility of the storm water

management utility, to be operated as an enterprise fund to, among other things, conserve water, control discharges and flows necessitated by rainfall events; and incorporate methods to collect, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage, environmental degradation and water pollution or otherwise affect the quality or quantity of discharge from such system, and programs directly supporting those purposes.

12. "Undeveloped property" means any real property that has no impervious area.

13. "User" means any person owning, operating or otherwise responsible for property within the City, which directly or indirectly discharges storm water or subsurface waters to any portion of the storm water management system, including direct or indirect discharges to the City's storm water drainage system, or which is directly or indirectly protected by the City's flood protection system or storm water drainage system.

—The rates for the operation and maintenance of the storm water management facilities shall be collected by imposing a monthly rate on each residential, commercial, and industrial user within the City. Such rates shall be established by resolution of the Council, which may establish different monthly rates for different classifications of users.

SECTION 4. AMENDMENT. Chapter 100.04 of the North Liberty Code of Ordinances is amended to read as follows:

100.04 BILLING FOR STORM WATER SERVICE UTILITY FEE.

1. Fee Established. There is hereby established a storm water utility fee. Except as otherwise provided, every user owning or occupying property that is not exempt property in the City of North Liberty shall pay to the city a storm water utility fee as determined in this Chapter.

2. Equivalent Residential Unit (ERU) Established. For the purposes of this chapter, one ERU is equivalent to three thousand five hundred (3,500) square feet of impervious area.

3. ERU Rate Established. The storm water utility fee rate is \$3.00 per ERU for the 2024 calendar year, increasing to \$4.00 per ERU beginning January 1, 2025.

4. Monthly Fees Imposed. The fees under this chapter shall be collected by imposing a monthly charge on each dwelling unit within the district.

a. Residential users. Storm water utility fees for residential users are based on the nature of the premises served, as determined by the allocations set forth below on Table 100.03-1. Dwelling types listed in Table 100.03-1 share the same definitions established for each under Chapter 168.07 of this Code of Ordinances.

Table 100.03-1 Residential Storm Water Utility Fee Allocations			
Dwelling type	ERU Allocation	Monthly Rate Effective January 1, 2024	Monthly Rate Effective January 1, 2025
Single-Unit, Two-Unit & Townhomes	1.00 ERU per dwelling unit	\$3.00	\$4.00
Multi-Unit & Manufactured homes	0.75 ERU per dwelling unit	\$2.50	\$3.00
Mixed Use Residential	0.625 ERU per dwelling unit	\$2.25	\$2.50

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b. Nonresidential users. Nonresidential fees are determined by the actual impervious area of the premises served. Each nonresidential user is charged at the base rate of one ERU for each parcel containing up to one ERU of impervious area, plus an additional fee for each subsequent ERU of impervious area beyond the first on each such parcel, as set forth below in Table 100.03-2.

Table 100.03-2 Nonresidential Storm Water Utility Fee Allocations				
Use type	Base Rate	Additional Fee Effective January 1, 2024	Additional Fee Effective January 1, 2025	Additional Fee Effective January 1, 2026
Commercial and Industrial	1.00 ERU per user	\$0.33 per user for each additional ERU of impervious area	\$0.66 per user for each additional ERU of impervious area	\$1.00 per user for each additional ERU of impervious area

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5. Billing for Storm Water Utility Fees. All storm water management utility fees are due and payable under the same terms and conditions provided for payment of a combined service account as contained in Section 92.04 of this Code of Ordinances. Water service may be discontinued in accordance with the provisions contained in Section 92.05 if the combined service account becomes delinquent, and the provisions contained in Section 92.08 relating to lien notices shall also apply in the event of a delinquent account.

SECTION 5. AMENDMENT. Chapter 100.06 of the North Liberty Code of Ordinances is amended to read as follows:

100.06 EXEMPTIONS, APPEALS.

1. An owner or occupant of a townhome, multi-unit residential property or mixed-use residential property aggrieved by the initial or any subsequent calculation of the number of dwelling units upon or in such property, calculation of the storm water utility fee, or allocation of such fee among the occupants, may appeal such calculations and allocation to the City. Upon such appeal, the storm water utility fee for such property may be recalculated utilizing information supplied by the appealing owner or occupant, provided such information is verified as correct by the director.
2. An owner or occupant of nonresidential property aggrieved by the initial or any subsequent determination of the total impervious area of such property, calculation of storm water utility fee for such property, or allocation of such fee among the occupants, may appeal such calculations and allocation to the director. Upon such appeal, the storm water utility fee for such property may be recalculated utilizing information supplied by the appealing owner or occupant, provided such information is verified by the director.
3. Any adjustment of the storm water utility fee resulting from such appeal shall be retroactive to the date the appeal was filed.
4. Appeals by the owners or occupants of property subject to the storm water utility fee shall include a statement of the number of dwelling units, total property area, and/or total impervious area, as appropriate for the particular grounds for appeal. Such information may be shown on the storm water utility reporting forms or on appeal forms, and may be accompanied by plats, county assessor's records, or survey data. The director may request additional information from the appealing party. Based upon the information provided by the utility and appealing party, the director shall make a final calculation of the storm water utility fee. The director shall notify the appealing party, in writing, of the director's decision within ninety (90) days after receipt of the appeal. If still aggrieved, a party may request, in writing, a review by the City Administrator of the director's decision. Such request must be filed with the City Clerk within thirty (30) days after the director's decision, shall cite the specific error by the director, and shall include the calculation of the storm water utility fee which the appealing party believes to be correct. The City Administrator shall review the record presented and render a written decision within thirty (30) days after receipt of the request for review. The City Administrator may request additional information from the director or the appealing party. ~~If still aggrieved, a party may request review of the City~~

~~Administrator's decision by the City Council in the same manner as above provided for review by the City Administrator. Any property owner aggrieved by the decision of the City Council Administrator may appeal to the County district court by action filed within thirty (30) days of the mailing of the ruling of the City Council Administrator to the address of the property owner, occupant or occupant organization as shown on the review request or on the records of the City with respect to the appeal. The filing of an appeal shall not excuse the payment of the storm water utility fee when due. However, the City shall refund any portion of the fee paid subsequent to the filing of an appeal which is adjudged to be excessive, with interest at the rate provided by law.~~

- ~~The following are exempt from the requirements of this chapter:~~
- ~~1. Agricultural use of land;~~
 - ~~2. Emergencies causing an immediate danger to life or property;~~
 - ~~3. Land within floodplain areas as designated in the Federal Emergency Management Agency maps in effect at the time of the development;~~
 - ~~4. Areas deemed appropriate by the City Engineer.~~

SECTION 6. REPEALER. All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 7. 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 8. 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 9. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on _____, 2023

Second reading on _____, 2023.

Third and final reading on _____, 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

I certify that the forgoing was published as Ordinance No. _____ in the Cedar Rapids Gazette on the ____ day of _____, 2023.

TRACEY MULCAHEY, CITY CLERK

ORDINANCE NO. 2023-29

AN ORDINANCE AMENDING CHAPTER 100 OF THE NORTH LIBERTY CODE OF ORDINANCES ESTABLISHING AN EQUITABLE FEE STRUCTURE FOR STORM WATER UTILITY SERVICES

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

SECTION 1. AMENDMENT. Chapter 100.01 of the North Liberty Code of Ordinances is amended to read as follows:

100.01 PURPOSE.

The purpose of this chapter is to establish a storm water management system utility for the regulation of storm water runoff quality and quantity within the City, and to provide a means of funding the management of programs and facilities associated therewith, including, but not limited to the inspection, cleaning, operation, maintenance, repair and administrative costs associated with storm water management, as well as public education, outreach, and code enforcement concerning storm water management, and for the planning, design, land acquisition, construction, extension, replacement, and debt service of storm sewers and appurtenant structures.

SECTION 2. AMENDMENT. Chapter 100.02 of the North Liberty Code of Ordinances is amended to read as follows:

100.02 STORM WATER MANAGEMENT SYSTEM DISTRICT.

The entire City is declared a storm water management system district for the purpose of establishing, imposing, adjusting, and providing for the collection of fees supporting the operation and maintenance of storm water management system utility programs and facilities within the City as described in Section 100.01 of this Code of Ordinances. As additional areas are annexed to the City, such areas shall automatically be included within the storm water management system district.

SECTION 3. AMENDMENT. Chapter 100.03 of the North Liberty Code of Ordinances is amended to read as follows:

100.03 DEFINITIONS.

1. "Developed property" means real property upon which a structure or impervious surface has been placed or constructed, thus increasing the amount of rainwater or surface water runoff.
2. "Director" means the Planning Director or his/her designee.
3. "Dwelling unit" shares the same definition as set forth in Chapter 167.01.
4. "Equivalent residential unit" (ERU) means the average impervious area of residential developed property per dwelling unit located within the City, as periodically determined and established as provided in this chapter.
5. "ERU rate" means the dollar value periodically determined and assigned to each ERU as a fee for storm water management services, and expressed as \$x.xx per ERU.
6. "Exempt property" means any city-owned property, including but not limited to public streets, alleys and sidewalks, buildings, and parks.
7. "Impervious area" means the number of square feet of hard-surfaced areas which either prevent or slow the entry of water into the soil mantle as it enters under natural conditions for undeveloped property, and/or causes water to run off the surface in greater quantities or at an increased rate of flow from that present under natural conditions for undeveloped property, including but not limited to roofs, roof extensions, patios, porches, driveways, pavement, gravel, and athletic courts.
8. "Nonresidential property" means any property developed for commercial, industrial, governmental or institutional use, including but not limited to churches, hospitals, parking lots and mixed use properties incorporating residential uses.
9. "Storm Water Drainage System" means the system of publicly or privately owned or operated rivers, creeks, ditches, drainage channels, pipes, basins, street gutters, and lakes within the City through which or into which storm water runoff, surface water or subsurface water is conveyed or deposited.
10. "Storm water management system utility" means the enterprise fund utility created by this chapter to operate, maintain and improve the system and for such other purposes as stated in this chapter.
11. "Storm water management system" means the existing storm water management facilities, storm water drainage system, and flood protection system of the City and all improvements thereto which by this chapter are constituted as the property and responsibility of the storm water management utility, to be operated as an enterprise fund to, among other things, conserve water, control discharges and flows necessitated by rainfall

events; and incorporate methods to collect, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage, environmental degradation and water pollution or otherwise affect the quality or quantity of discharge from such system, and programs directly supporting those purposes.

12. "Undeveloped property" means any real property that has no impervious area.
13. "User" means any person owning, operating or otherwise responsible for property within the City, which directly or indirectly discharges storm water or subsurface waters to any portion of the storm water management system, including direct or indirect discharges to the City's storm water drainage system, or which is directly or indirectly protected by the City's flood protection system or storm water drainage system.

SECTION 4. AMENDMENT. Chapter 100.04 of the North Liberty Code of Ordinances is amended to read as follows:

100.04 STORM WATER UTILITY FEE.

1. Fee Established. There is hereby established a storm water utility fee. Except as otherwise provided, every user owning or occupying property that is not exempt property in the City of North Liberty shall pay to the city a storm water utility fee as determined in this Chapter.
2. Equivalent Residential Unit (ERU) Established. For the purposes of this chapter, one ERU is equivalent to three thousand five hundred (3,500) square feet of impervious area.
3. ERU Rate Established. The storm water utility fee rate is \$3.00 per ERU for the 2024 calendar year, increasing to \$4.00 per ERU beginning January 1, 2025.
4. Monthly Fees Imposed. The fees under this chapter shall be collected by imposing a monthly charge on each dwelling unit within the district.
 - a. Residential users. Storm water utility fees for residential users are based on the nature of the premises served, as determined by the allocations set forth below on Table 100.03-1. Dwelling types listed in Table 100.03-1 share the same definitions established for each under Chapter 168.07 of this Code of Ordinances.

Table 100.03-1 Residential Storm Water Utility Fee Allocations

Dwelling type	ERU Allocation	Monthly Rate Effective January 1, 2024	Monthly Rate Effective January 1, 2025
Single-Unit, Two-Unit & Townhomes	1.00 ERU per dwelling unit	\$3.00	\$4.00
Multi-Unit & Manufactured homes	0.75 ERU per dwelling unit	\$2.50	\$3.00
Mixed Use Residential	0.625 ERU per dwelling unit	\$2.25	\$2.50

- b. Nonresidential users. Nonresidential fees are determined by the actual impervious area of the premises served. Each nonresidential user is charged at the base rate of one ERU for each parcel containing up to one ERU of impervious area, plus an additional fee for each subsequent ERU of impervious area beyond the first on each such parcel, as set forth below in Table 100.03-2.

Table 100.03-2 Nonresidential Storm Water Utility Fee Allocations				
Use type	Base Rate	Additional Fee Effective January 1, 2024	Additional Fee Effective January 1, 2025	Additional Fee Effective January 1, 2026
Commercial and Industrial	1.00 ERU per user	\$0.33 per user for each additional ERU of impervious area	\$0.66 per user for each additional ERU of impervious area	\$1.00 per user for each additional ERU of impervious area

5. Billing for Storm Water Utility Fees. All storm water utility fees are due and payable under the same terms and conditions provided for payment of a combined service account as contained in Section [92.04](#) of this Code of Ordinances. Water service may be discontinued in accordance with the provisions contained in Section [92.05](#) if the combined service account becomes delinquent, and the provisions contained in Section [92.08](#) relating to lien notices shall also apply in the event of a delinquent account.

SECTION 5. AMENDMENT. Chapter 100.06 of the North Liberty Code of Ordinances is amended to read as follows:

100.06 APPEALS.

1. An owner or occupant of a townhome, multi-unit residential property or mixed-use residential property aggrieved by the initial or any subsequent calculation of the number of dwelling units upon or in such property, calculation of the storm water utility fee, or allocation of such fee among the occupants, may appeal such calculations and allocation to the City. Upon such appeal, the storm water utility fee for such property may be recalculated

utilizing information supplied by the appealing owner or occupant, provided such information is verified as correct by the director.

2. An owner or occupant of nonresidential property aggrieved by the initial or any subsequent determination of the total impervious area of such property, calculation of storm water utility fee for such property, or allocation of such fee among the occupants, may appeal such calculations and allocation to the director. Upon such appeal, the storm water utility fee for such property may be recalculated utilizing information supplied by the appealing owner or occupant, provided such information is verified by the director.
3. Any adjustment of the storm water utility fee resulting from such appeal shall be retroactive to the date the appeal was filed.
4. Appeals by the owners or occupants of property subject to the storm water utility fee shall include a statement of the number of dwelling units, total property area, and/or total impervious area, as appropriate for the particular grounds for appeal. Such information may be shown on the storm water utility reporting forms or on appeal forms, and may be accompanied by plats, county assessor's records, or survey data. The director may request additional information from the appealing party. Based upon the information provided by the utility and appealing party, the director shall make a final calculation of the storm water utility fee. The director shall notify the appealing party, in writing, of the director's decision within ninety (90) days after receipt of the appeal. If still aggrieved, a party may request, in writing, a review by the City Administrator of the director's decision. Such request must be filed with the City Clerk within thirty (30) days after the director's decision, shall cite the specific error by the director, and shall include the calculation of the storm water utility fee which the appealing party believes to be correct. The City Administrator shall review the record presented and render a written decision within thirty (30) days after receipt of the request for review. The City Administrator may request additional information from the director or the appealing party. Any property owner aggrieved by the decision of the City Administrator may appeal to the County district court by action filed within thirty (30) days of the mailing of the ruling of the City Administrator to the address of the property owner, occupant or occupant organization as shown on the review request or on the records of the City with respect to the appeal. The filing of an appeal shall not excuse the payment of the storm water utility fee when due. However, the City shall refund any portion of the fee paid subsequent to the filing of an appeal which is adjudged to be excessive, with interest at the rate provided by law.

SECTION 6. REPEALER. All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 7. 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 8. 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 9. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law, but not prior to February 1, 2024.

First reading on November 14, 2023

Second reading on November 28, 2023.

Third and final reading on _____, 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

I certify that the forgoing was published as Ordinance No. _____ in the Cedar Rapids *Gazette* on the ____ day of _____, 2023.

TRACEY MULCAHEY, CITY CLERK



Additional Information



To **Mayor and City Council**
CC **City Administrator**
From **Tom Palmer, Building Official**
Date **12/5/2023**
Re **Monthly Report**

November Permits:

75 permits were issued in the month of November with an estimated construction value of 4.5 million dollars. Fourteen new housing permits were issued with an estimated construction value of 3.2 million dollars. Staff completed 301 inspections in the month of November.

Rental/Code Compliance Cases:

Thirteen rental permit applications were received in November. Seven code compliance cases were processed in November.

Aldi Project:

Structural framing shell is nearing completion for the Aldi building.





November Tally Permit Report

Request Type		Construction Value
Group: Accessory Structure		
		\$18,000.00
		Group Total: 1
Group: Automatic Fire Sprinkler System		
		\$156,863.00
		Group Total: 6
Group: Backflow Preventer		
		\$0.00
		Group Total: 1
Group: Commercial Alteration		
		\$11,000.00
		Group Total: 1
Group: Deck		
		\$15,400.00
		Group Total: 2
Group: Demolition		
		\$40,600.00
		Group Total: 3
Group: Driveway		
		\$3,205.00
		Group Total: 1
Group: Fence		
		\$7,725.00
		Group Total: 3
Group: Fire Alarm & Detection Equipment		
		\$14,670.00
		Group Total: 1
Group: Fire Protection System		
		\$14,343.00
		Group Total: 1
Group: Mechanical Electrical Plumbing (MEP)		
		\$95,631.00
		Group Total: 13
Group: New Single Family Dwellings Attached		
		\$1,674,000.00
		Group Total: 6

Group: New Townhouse

		\$1,600,000.00
		Group Total: 8

Group: Operational- Temp LPG

		\$0.00
		Group Total: 1

Group: Outdoor Storage

		\$2,000.00
		Group Total: 1

Group: Patio

		\$4,000.00
		Group Total: 1

Group: Rental

		\$0.00
		Group Total: 13

Group: Residential Addition

		\$0.00
		Group Total: 1

Group: Residential Alteration

		\$452,749.21
		Group Total: 5

Group: Right of Way

		\$451,500.00
		Group Total: 2

Group: Stormwater Quality Grant

		\$23,000.00
		Group Total: 1

Group: Subdivision

		\$0.00
		Group Total: 1

		\$4,584,686.21
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Total Records: 75



Permit Summary Report Inspection Type

Schedule Date 01/01/2023 TO 11/30/2023

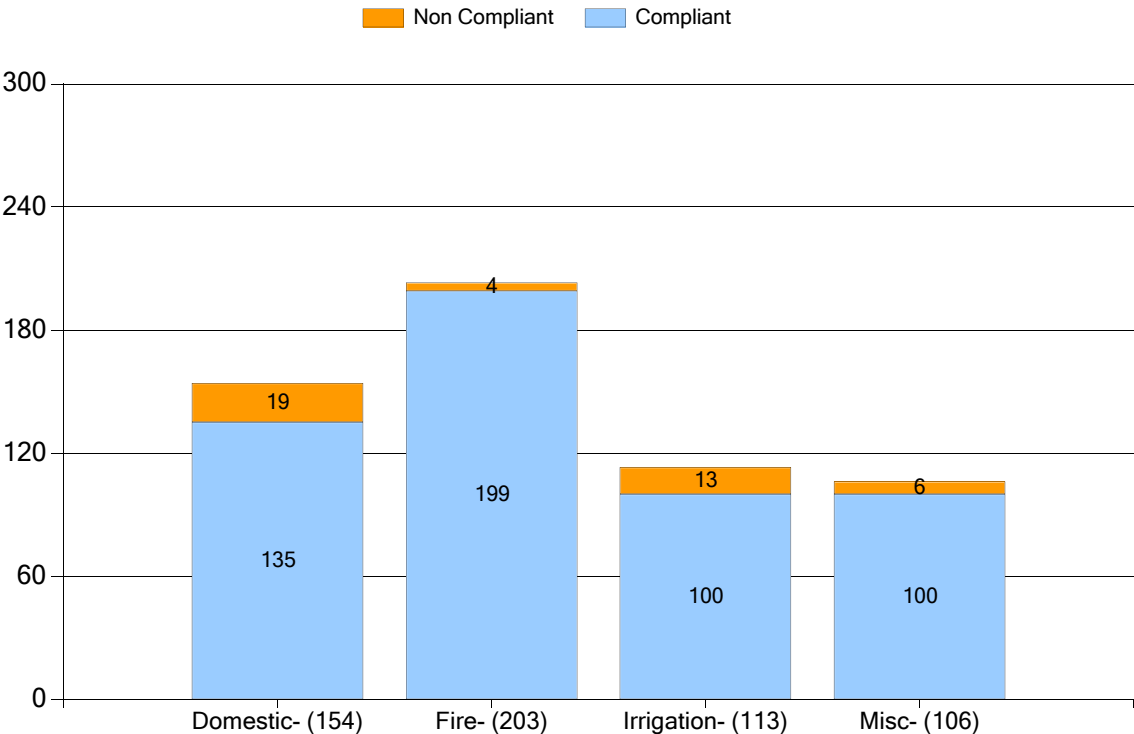
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Row Total
Inspection request	7	2	12	25	42	42	26	41	45	30	33	0	305
Re-inspection	30	28	38	57	37	28	34	27	42	50	53	0	424
1st SWPPP	1	4	4	9	0	3	1	14	3	4	1	0	44
Above Suspended Ceiling	0	1	0	0	3	1	0	0	1	1	2	0	9
Backflow Preventer	0	0	0	0	0	0	0	1	1	2	0	0	4
Building Sewer	0	0	1	2	4	0	0	2	4	3	0	0	16
Commercial Final	0	0	1	1	2	6	0	1	2	0	1	0	14
Commercial Rough-In	1	1	1	1	1	2	3	0	2	0	1	0	13
Commercial Water Service	0	0	0	0	2	0	0	1	0	0	0	0	3
Deck, Porch, Sunroom Footings	6	2	7	5	6	13	9	11	25	13	6	0	103
Final	12	10	14	8	15	30	19	30	20	13	16	0	187
Fire - Aboveground Storage Tank for Motor Vehicle Fuel Dispensing	0	0	0	0	0	0	0	1	0	0	0	0	1
Fire - Automatic Sprinkler System	6	0	1	2	3	2	1	0	1	0	1	0	17
Fire - Automatic Sprinkler System - Preconcealment	0	0	0	0	0	0	1	0	0	1	2	0	4
Fire - Compressed Gas Detection	0	0	0	0	2	0	0	0	0	0	0	0	2
Fire - Final Inspection	0	0	2	2	3	3	1	0	2	0	3	0	16
Fire - Fire Alarm Installation	0	0	1	3	3	2	1	0	2	0	1	0	13
Fire - Fire Alarm Installation (Rough-In)	0	0	0	0	0	0	2	0	0	2	0	0	4
Fire - Kitchen Hood Suppression System Installation	0	0	0	0	0	2	0	0	0	0	0	0	2
Fire - LP-Gas (Temporary Installation)	0	0	0	0	0	0	0	0	0	0	2	0	2
Fire - Retail Sales of Fireworks	0	0	0	0	0	1	0	0	0	0	0	0	1
Fire - Smoke Alarms (Rough-In)	0	0	0	0	0	0	1	0	0	0	0	0	1
Footings/Slabs	5	6	11	14	5	9	10	20	14	6	9	0	109
Foundation Dampproofing	0	1	3	2	6	5	3	6	5	5	5	0	41
Foundation Wall	2	3	6	6	5	7	6	14	12	4	10	0	75
Framing	2	1	0	0	0	0	3	1	0	1	2	0	10
Gas Piping	0	0	0	1	0	0	0	0	0	0	0	0	1
Gas service release	17	10	14	6	17	3	3	6	20	21	20	0	137
Grading	3	3	2	11	10	6	9	2	2	6	9	0	63
Manufactured Home	0	6	2	2	2	4	0	2	1	0	0	0	19
Meeting	0	0	2	2	3	2	0	2	2	2	0	0	15
Notice of Termination CSR	5	2	3	2	12	0	11	4	4	5	11	0	59
Other	2	1	2	4	0	1	4	2	1	0	0	0	17
Permanent Electric Service Release	5	8	19	13	16	12	2	19	13	22	18	0	147
Plumbing below slab	3	3	6	5	9	9	3	18	15	4	8	0	83
Pool Final (residential)	0	0	0	0	0	0	0	0	0	1	0	0	1
Rental	16	77	103	60	22	20	5	10	5	13	3	0	334
Residential final (New Construction)	16	13	20	21	6	0	19	6	8	7	8	0	124
Residential Photovoltaic (PV) Solar System	1	1	7	2	1	2	2	1	1	2	3	0	23
Residential Rough-in (New Construction)	10	6	11	9	12	13	1	11	11	11	12	0	107
Residential Sewer Service	1	3	11	4	4	8	2	21	4	5	10	0	73
Residential Water Service	1	2	10	2	8	7	2	27	8	5	6	0	78
Rough-in	4	2	2	2	4	6	4	6	3	7	6	0	46
Sanitary Sewers	0	0	1	0	0	0	0	0	0	0	1	0	2
Sidewalk Release	5	5	3	9	5	0	12	4	5	5	12	0	65
Sump Pump Discharge Line	0	0	6	20	5	6	1	7	10	4	5	0	64
Temporary Electric Service	3	0	7	5	4	8	4	8	14	7	7	0	67
Water Heater	0	0	1	0	0	2	3	2	0	3	0	0	11
Water Main and Appurtenance	0	0	0	2	1	0	0	0	1	0	0	0	4
Witness air pressure test and piping inspection	17	10	12	12	18	11	5	15	13	12	14	0	139
Totals:	181	211	346	331	298	276	213	343	322	277	301	0	3099



Certificate of Occupancy November Report

Applicant	Parcel Address	Project Description	Permit Type
K&A Homes Charles Ainsworth	1235 Salm Dr	Fencing	Zoning
Robson Rentals	1515 Parker Ct	2024 Rental Permit	Residential Rental
Joe Robson Rentals	1090 Harrison St	2024 Rental Permit	Residential Rental
Danelle Marin	860 Sandpiper Ct	Extending driveway by 10' to the west.	Zoning
Bruce Colony / Colony Inc	1785 W Forevergreen Rd	New fenced yard area for existing farm house on ag land	Zoning
Jeff Davis	780 Community Dr Ste 7	Remodel	Building
Devin Davis	1265 PRISCILLA CT	new single family home	Building
Caleb Shield	769 CLOVER HILL DR	New single family condo	Building
Caleb Shield	2199 OAK TERRACE AVE	New ranch style zero lot	Building
Caleb Walton	1280 PRISCILLA CT	Single family ranch style home with 3 beds and 2 bathrooms, and an	Building
Caleb Walton	1255 EISENHOWER BLVD	A 3 bed 2 bath single family ranch style home with an unfinished basement.	Building
Charlie Ruess	365 CANTERBURY ST	New Single Family home	Building
Lucas Casper & Micah Casper	1345 Chipman Ln	New Residential	Building
Brandon Platts	1265 Salm Dr	New Single Family	Building
Watts & Co Construction	2110 Denison Ave	new single family home	Building
K&A Homes	1235 Salm Dr	Single family new home	Building
Nicholson Properties LLC	1830 Goose Lake Cir	2024 Rental Permit	Residential Rental

Breakdown of Backflow Preventer Compliance



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



To **Mayor and City Council**
CC **City Administrator Ryan Heiar**
From **Community Relations Director Nick Bergus**
Date **Dec. 4, 2023**
Re **Community Relations Staff Report**

Building North Liberty's Next Stage

In November, we were awarded a \$500,000 grant from the Washington County Riverboat Foundation and as part of a \$539,900 total raised for the month, bringing the external pledges and commitments to \$1,171,640 for the project. The team will continue to work on fundraising in the coming weeks. We will return to Des Moines to meet with the Enhance Iowa board in pursuit of state funding; we've requested \$1,000,000.

Staffing

At the end of the month, we added Angela Millard to the team as our new event assistant. Angela, who reports to Jillian, will add capacity as we prepare for opening the Centennial Center by developing policies, resources and marketing to space as well as leading and assisting with the city's event offerings. We plan for her to move offices a few times in the coming years: moving from our current space to City Hall in the spring and then into the Centennial Center once it's completed in 2025.

Beat the Bitter

Our annual winter festival will return in January and February with games and good cheer to get North Libertarians out of the house and ticket sales for the Snuggie Crawl and the 5Kish Glow Run are open. Meanwhile, the calendar is full of free and paid events, core and affiliated happenings. Returning favorites include the North Liberty Lights, 5K-ish Glow Run, Fire & Ice with ice sculptures and fireworks, the Snuggie Crawl, BSA Chili Supper, Sip & Stroll, StoryWalk, the seasonal ice rink, North Liberty Night at the Heartlanders and Ice Fishing with TAKO. Two new events added this year are the North Liberty Youth Council-initiated Youth Basketball Tournament and the library's Polar Puzzle Sprint. The schedule and links to register are at beatthebitter.com.

City Slate

The City Slate included two events in November: the weekly Golden Turkey Hunt, which sent players searching North Liberty parks and other public property in search of a medallion redeemable for prizes, and the Treats & Tours for the 110th, which included tours of the future City Hall and the Police Department as well as cupcakes and ice cream. Though it's difficult to estimate participation, we saw good engagement around

the Golden Turkey Hunt online. We hosted more than 300 attendees with tours of the future City Hall with a lot of excitement. The final City Slate event of the year is Breakfast with Santa on Dec. 2.

The team is preparing for the 2024 slate, which will include some repeats as well as new events throughout the year. We expect to be without Centennial Park starting in July, but will return to Penn Meadows Park and offer new options at the City Hall plaza.

Other Items

We developed and submitted a budget proposal for FY2024.

We worked with KZIA to name our snow plows, which is fun, offers a chance to check in with them throughout winter and humanize the work our Streets team does.

Staff volunteered with the North Liberty Community Pantry, Englert Theatre, Bike Iowa City, Johnson County Successful Aging Policy Board, United Action for Youth and worked with other local initiatives and non-profits.

Staff facilitated North Liberty Youth Council and Neighborhood Ambassador meetings.

We produced the City Council meeting and submitted it to the Iowa City government channel and produced several podcasts for the library in addition to 52317 episodes.

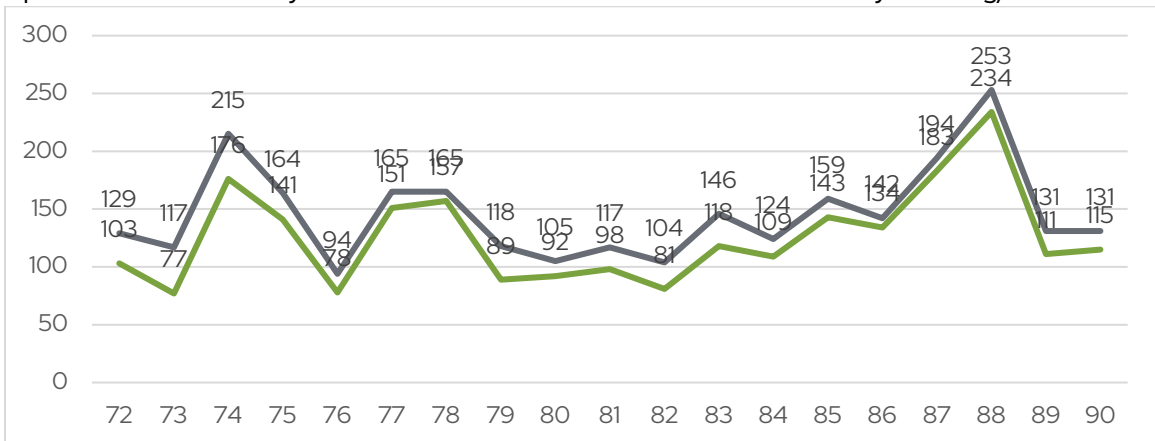
We posted news releases about City Slate events, Centennial Park support, Youth Council teen survey, December highlights, stormwater fees, snow procedures, energy audits, trash and more.

Completed Videos

Title	Requested By	Completed	Duration
Eye on: How City Events Happen	Community Relations	Nov. 1	0:05
Parks & Recreation Commission	Administration	Nov. 2	1:12
City Council	Administration	Nov. 14	0:48
Library Board of Trustees	Administration	Nov. 20	0:40
City Council	Administration	Nov. 28	0:24
Total completed productions: 5	Duration of new video: 3.15 hours		

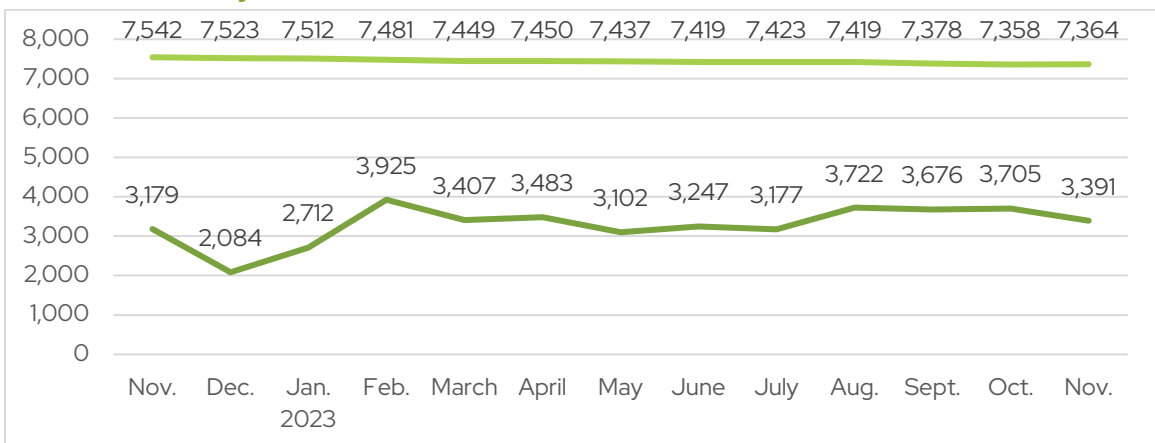
52317 Podcast

Episodes release every three weeks and can be found at northlibertyiowa.org/52317.



Downloads is the number times the podcast file was downloaded to a player, including a podcast client, webpage-embedded player or other device in its first 30 days and 90 days of publication. Numbers are as reported by service provider LibSyn as of the date of this report.

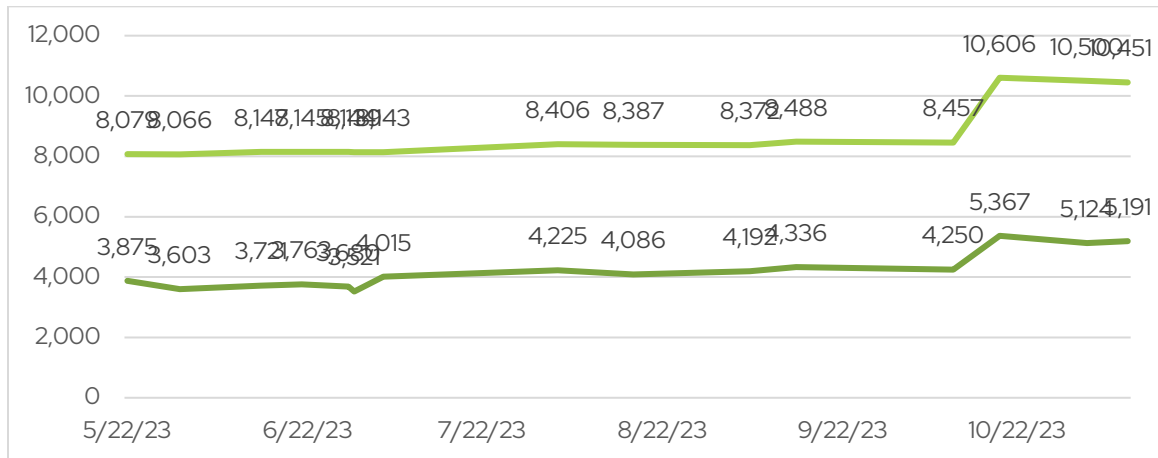
North Liberty Bulletin Email Newsletters



Recipients is the number of email addresses to which an issue of the Bulletin was sent and is represented by the top line. **Opens** is the number of unique recipients who opened the Bulletin and is represented by the bottom line; the standard open rate for government is 25.4%. Numbers are as reported by service provider Mailchimp.

Know Before You Go Emails

These emails focus on free, large-scale community and leverage the city's email list. It is a key marketing channel for City Slate events.



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Social Media

Month	Facebook		Instagram	Nextdoor
	New follows	Reach	Followers	Members
Nov	122	59,918	3,209	5,789
Oct	105	63,718	3,182	6,206
Sept	112	82,206	3,145	6,151
Aug	78	94,400	3,129	6,087
July	113	88,157	3,097	6,058
June	208	220,786	3,063	6,026
May	195	102,109	3,035	5,999
April	144	118,294	2,994	5,945
March	92	41,370	2,977	5,937
Feb	110	49,514	2,952	5,916
Jan 2023	59	46,763	2,919	5,890
Dec	54	25,825	2,890	5,847
Nov	64	35,617	2,862	5,807

Facebook new likes is the net number of new users following the city's Facebook page; it does not include new *followers*. **Facebook reach** is the number of unique users who saw any of the city's Facebook content, reported on a 28-day period. **Instagram followers** is the number of users following the city's Instagram account. **Nextdoor members** is the number of verified North Liberty residents who are users and able to receive our agency messages.



TO: Ryan Heiar, City Administrator and City Council
FROM: Jennie Garner, Library Director
DATE: Dec 6, 2023
SUBJECT: Monthly Library Report

Library News

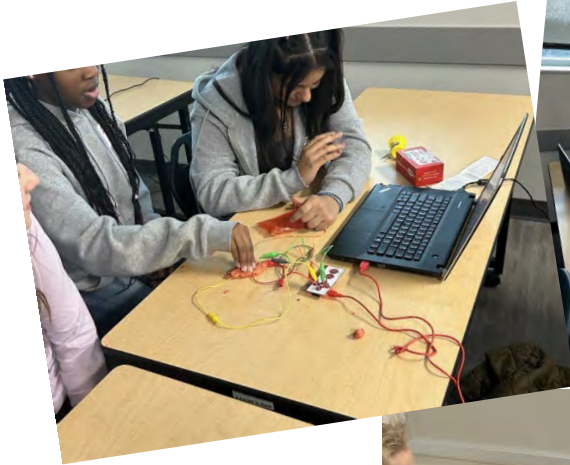
North Liberty Library hosted the Public Libraries of Johnson County **Annual Legislative Reception** on Nov 30. It was a pleasure to have over 20 leaders attend the event for a presentation by Sam Helmick, the 2023 President of the Iowa Library Association and staff member of the Iowa City Public Library. Sam's gave an engaging, energetic presentation titled [From Literacy to Liberation: Empowering Community through Free Libraries..](#)



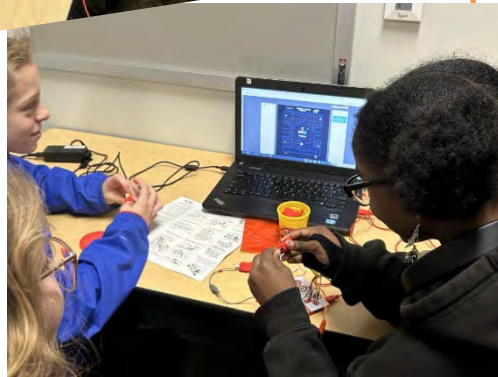
Library programs provide opportunities to combine community engagement and literacy components. November youth and teen programming was a ton of fun at the library. We had 827 youth attend 53 programs at the library. Here are a few highlights:



The Affordable Housing Coalition (AHC) Lego program to highlight specific housing units was a success! We had 52 kids during the 2 hour program for chaotic fun. They entered the drawing and their adults had the opportunity to learn about affordable housing. This program was a fantastic partnership with AHC.



The **Kirkwood STEAM Institute** was amazing. We taught 230 7th graders across Johnson County about the North Liberty Library, libraries in general, and our relationship with STEAM. We've already had teens from that program come to the library asking questions about our Cubelets and Matilda!



Pizza & Politicians, a longtime NLL tradition, invited teens to ask insightful questions, meet their representatives, and of course eat pizza. There was great interaction and fun had by all.



Civic Commons – being a safe and welcoming space where all people belong – is identified as one of the values in our [2023-2025 Strategic Plan](#). To that end, one of the goals of our adult program offerings is to provide space for adults to make social connections, which we know to be beneficial to individual health and improves community resilience. Libraries are well-positioned, according to the [Surgeon General's 2023 Advisory on Our Epidemic of Loneliness and Isolation](#), to aid in strengthen social infrastructure. This goal has been affirmed with full rooms at programs, including as Quilling, Book Wreaths, Squeegee Art, for adults this month:





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

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

Date **December 4, 2023**

Re **Monthly Report**

We performed various building maintenance tasks as needed this month. We repaired many of the bridge and pier pedestrian lights at Liberty Centre Pond/Park.

We maintained equipment as needed this month. We performed preventative maintenance and repaired winter equipment as time permitted.

We prepared and installed all winter snow removal equipment. We installed trail and sidewalk markers in preparation for snow removal.

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

We finished mowing and trimming all City parks and grounds for the season. All native prairie areas have been cut down for the season. All landscaping areas have been winterized for the season. It takes staff approximately 3-4 weeks to cut down and winterize roundabouts and all other landscaping areas. We wrapped all our young maple trees for the winter to prevent winter sunscald.

We winterized all the ball fields and soccer fields by removing and storing all related equipment.

We cleared snow & ice from parking lots, sidewalks & trails on November 26th.

Parks Staff attended the Ornamental, Turf, and Pest Management Applicator continuing education class on November 8th at the Johnson County Extension Office. This is required annually to maintain our state pesticide and herbicide licenses.

I attended multiple meetings with Shive Hattery this past month. City Admin building construction, Penn Meadows Park north Parking Lot Improvement Project, Centennial Park "Next Stage" building design planning and the Fox Run Park/Pond trail project scheduled to begin next year.

The Penn Meadows Park parking lot project is nearing completion. The final asphalt overlay, brick pavers, grading, sod, and landscaping have all been finished. The new Penn Meadows Park monument sign has been installed. Punch list items will be finished next spring.

On November 27th Lynch's Excavating, INC out of West Branch began the demolition of the old Casey's building. The building was down in two days and the foundation removal was completed the following week. Everything went as planned.

We continue to make progress on the FY2425 Parks operating budget and the 5-year capital improvements plan in preparation for the next fiscal year.



The Parks Crew winterizes all City landscaping for the season.



Tree wrapping our young maple trees.



Tree removals.



Penn Meadows Park Parking Lot project receives the final asphalt overlay.



Penn Meadows Park Parking Lot project - Final grading and sod placement.



Penn Meadows Park Parking Lot project - Landscaping installation.



Penn Meadows Park Parking Lot project - New park monument entrance sign.



Compressor freon removal/reclaim prior to the Casey's demolition. Demolition day Nov 27th.



Finished Casey's Demolition.



Happy Holidays to everyone!!!



North Liberty Police Monthly Report November 2023

Training:

- Members attended monthly tactical team, canine and negotiator training (56 hours).
- Canine and officer were re-certified in Humbolt, Iowa with a certified trainer (24 hours)
- Lt Ross and Chief Venenga attended the 11th annual Iowa Summit on Justice & Disparities conference at DMACC hosted by the NAACP. NLPD and the City were also sponsors for this event (14 hours)
- An investigator attended Crime Scene Photography at Camp Dodge. (16 hours)
- Officers completed online training on target solutions on Active Shooters public safety response for police and EMS. (24 hours)
- An officer was recertified as an instructor for Chemical Munitions and O/C spray at ILEA (8 hours)
- Officer Jirak completed his FTO program and is assigned to solo patrol.
- An officer attended First Responder Wellness/ peer support training classes, hosted in Johnson County (24 hours)
- Investigator attended Computer Forensic Training in Des Moines hosted by the State. (24 hours)
- An Investigator attended training on cryptocurrency and blockchain intelligence (8 hours)
- One NL Instructor taught an Advanced Roadside impairment Class in Washington County (8 hours).

Traffic Contacts	374
Parking Contacts	79
Vehicle Inspections	17
Vehicle Unlocks	17
Crash Investigations	20
Public Assists	261
Assist other Agency	100
Crimes Against Persons Report	8
Crimes Against Property Report	16
Other Reports	31
Arrests	35
Warrants	2
Alcohol/Narcotics Charges	19
Crimes Against Persons Charges	10
Crimes Against Property Charges	4
Other Charges	16
Animal Calls	37
Total Calls for Service	1693
*Total Calls for Service for the year	23449

Public Relations:

- We hosted our third Mini Police Academy with area high school students. They got to see several pieces of equipment, planning, VR training, and demonstrations from instructors on Drone, K-9 tactical team, investigations. The goal of our program is to show how they can become a police officer and what specialty training is offered at our department.



- Chief Venenga was on a panel for one of the breakout sessions for changes at our police department since 2020 at the 11th Annual Iowa Summit on Justice & Disparities.



- We continued our partnership with Z's Catering to supply full Thanksgiving meals to residents. Officer Madole delivered 20 meals to thirteen families the Tuesday prior to the holiday. We would like to thank Z's Catering and Hy-Vee bakery for helping us with this program. This was paid for by donations to the department for the year.
- We hosted an open house for the anniversary of NL on 11/10. We had several people go through the PD for tours.
- We hosted several 2nd graders from Penn Elementary for tours of the PD and the police vehicles during their unit on Communities in Social studies section.
- Officers worked sporting events for the University and local schools. This overtime is paid by those entities.
- Our speed trailers were deployed in three neighborhoods in response to complaints as well as to proactively gather traffic pattern information. Data from these trailers will be used to time enforcement efforts more effectively.

Equipment:

- We purchased three new tasers and 50 cartridges we use for annual training.

Enforcement/Crime:

- We are seeing an increase in crimes reported for porch thefts, as well as thefts from vehicles. This month it was reported purses, wallets and guns were stolen from vehicles.
- We had a report of a quick-change artist at one of the convenience stores. They were organized and had two other people distracting other clerks during the scam. The best course of action is to stop all transactions and go get the manager for assistance.
- The Metro Tactical Team was call out for two search warrants at two residences for weapons and drugs. One subject was taken into custody for a warrant for a felon in possession of a firearm. Items were located and it is still under investigation.
- Officers received reports of skimming devices placed on a local ATM. Along with the bank, officers also monitored the situation. When the parties returned to try to retrieve their skimming device, they had difficulty because it was in our custody. They were taken into custody. Investigations/Officers worked with Homeland Security, and several other jurisdictions in Iowa to try to identify and proceed with all for the criminal charges for these two. The suspects were not from the US. This was great work by NLPD to take the extra step in capturing these individuals. ICE has detainers on the individuals.
- To review any criminal complaints for the month [List of Criminal Complaints | Johnson County Iowa](#) or see North Liberty Calls for service go to [Joint Emergency Communications Center \(jecc-ema.org\)](#) or you can visit the crime map at [LexisNexis® Community Crime Map](#) and type in North Liberty.

Department Admin:

- Chief completed the police department budget needs for FY 2025 as well as for Animal Control.
- Chief assisted with the second round of interviews or the IT person.
- Got nominations from staff for officer of the year. We had 5 people nominated for 2023.
- Command staff are working on completing self-evaluations for the year.
- Shift bids were sent out for all officer union members for 2024 scheduled shifts.
- Researching best online supervisor training for all supervisors for 2024.
- Researching animal control software.
- Working with Dr Chris Barnum for the data review of the traffic stop study for 2022-2023 year and final reporting.



To **Park & Recreation Commission Board Members**
CC **Mayor, City Council, City Administrator**
From **Shelly Simpson**
Date **December 4, 2023**
Re **Monthly Report – November 2023**

In November, Rec Staff are busy with holiday events, including the Turkey Scavenger Hunt, and planning for Elf on the Shelf, Breakfast With Santa & Vendor Fair and Santa's Workshop. Numerous decorations are set up both inside and out around town. The Winter/Spring Activity Guide offering programs from January-April was completed and staff entered programs into Recdesk for start of registration on Dec 4th. We had around (30) applicants for our FT Custodian/Maintenance position and interviewed (8) during the last week of the month. We will be making our decision and have position filled next month. Next FY Budget projections & capital projects were due to City Admin with many more budget meetings to come soon.

Upcoming Events:

Dec 11-23: Santa's Workshop
January: Supreme Basketball Games begin.

Recdesk Database:

Reviewing our Recdesk database; we have 13,676 residents (60%) and 9,029 non-residents (40%) totaling 22,705 individuals. Increase of 264 from last month.

Aqua Programs:

Aqua classes are going strong! Including Aqua Boot Camp, Aqua Aerobics & Toning, Water Resistance, Easy Does it and Arthritis Aqua - 72 registered this session, plus drop-ins. Aqua Program revenues totaled \$1,598.

Swim Lessons:

Swim lessons continue. Swim lesson revenues totaled \$1,230.75.

Leagues/Sports:

Many sport leagues and pickleball lessons continued this month. Pee Wee Basketball has 45 participants. Indoor Soccer had 52 participants. NL Wrestling Program began with 49 participants. Sport/Leagues Revenues totaled \$5,800.

Recsters BASP Program:

BASP AM – 17 participants, PM – 49 participants
All Day (Nov 7 - 26 participants, Nov 17 – 27 participants.
Before & After School revenues this month totaled \$14,285.

Classes/Programs:

Various fitness classes continue such as Body Blast, Yoga, Juijitsu, Total Body Sculpt and Zumba.
- 30 registered, plus drop-ins.

Tippi Toes Dance classes continue.

Senior Connections Lunches served 76 meals for the month: averaging 25 for the three dates.

Club24 began on Monday AM serving 12 participants for the month: averaging 3 per date.

Classes/Programs revenue totaled \$7,713.75.

Pools: This month, Season Pool Pass revenues totaled \$2,900; Daily Pool Fees totaled \$1,033;
Pool Rentals totaled \$625, and Concessions revenues totaled \$-0-

Weight & Exercise Area / Track:

Weight fee revenues totaled \$14,731; Split membership revenues totaled \$4,300.

We had 3,199 active memberships for the month.

We had 1,258 point of sale transactions for the month.

Gymnasiums:

Gymnasium Rental revenues totaled \$1,467.50.

Rentals:

Community Center Rental revenues totaled \$2,951.25; Shelter rental revenues totaled \$281.25;
Field Rental/Tennis Courts revenues totaled \$186.25.

Revenues:

Revenues for this month totaled \$59,097.75.

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



To **Mayor and City Council**
CC **City Administrator Ryan Heiar**
From **Street Superintendent Michael Pentecost**
Date **December 1, 2023**
Re **Street Department Staff Monthly Report for November**

The following items took place in the month of **November** that involved the Street Department.

- Locating of all City utilities (208 job tickets) ongoing
 - a. This is a decrease of 17% from November 2022
- Continued animal control services (16 responses to animal issues)
- Cemetery plot locates (1 in total)
- Projects/Meetings
 - a. W Penn Street reconstruct (west of I380)
 - i. 100% design completed and project will be bid this winter
 - b. New Subdivision/Construction Review
 - i. Construction plan review and evaluation by staff for new projects
 - c. Street Department Building Project
 - i. 100% design completed
 - ii. Pre-bid meeting held with potential bidders of project
 - d. I380/Penn St Bridge
 - i. Continued meetings with IDOT, Shive-Hattery, and city staff for design and traffic impacts
 - e. W Forevergreen/S Kansas/S Jones Traffic Signal Project
 - i. 100% design completed and project will be bid this winter
- Staff conducted monthly safety inspections for all street equipment and buildings
 - a. All buildings prepared for cold weather season
- Monthly warning siren testing in all 8 locations
 - a. Installation of new siren at NW corner of Ranshaw Way and Forevergreen Rd
 - b. Siren on other side of road removed and parts salvaged to be used in other siren repairs when needed
 - c. Service contractor conduct fall inspection, testing, and repairs of all 8 sirens
- Various street sign repairs and new installs
- Service of various pieces of equipment
- Training
 - a. Water license CEU training on-line for Street Superintendent
- Spoke to Penn Elementary School 2nd grade classes about Community Service Work
- Traffic Signals
 - a. Continued construction work of new traffic signals and structures at W Penn St/Saratoga Pl/Country Ln intersection

- b. Camera adjustments at various signal locations
 - c. Pedestrian push button structure replaced at Ranshaw Way and Scales Bend Drive that was damaged from a vehicle accident
- Streets
 - a. Street light diagnosis and repairs on Community Drive
 - b. All holiday décor installed along Ranshaw Way and all roundabout locations
 - c. GIS mapping of all street signs continues
 - d. GIS mapping of electrical grid that is the responsibility of City continues
- Sanitary Sewer
 - a. Inspection of various manhole locations
- Storm Sewer
 - a. Repair of separated storm sewer underneath north Ranshaw Way
- New Animal Control Unit
 - a. Unit stickered, outfitted with equipment, and put into service
- Fall leaf collection
 - a. Service provided for residents was extended 2 weeks (October 9th to December 1st)
 - b. 2 sperate crews perform collection during high volume weeks
 - c. Total collection numbers will be calculated and presented in next month's report
- Snow Operations
 - a. Annual meeting with Coralville and Iowa City Street Superintendents and Assistance to review any changes in snow operations with all 3 connecting communities in efforts to create continuity between travel regions
 - b. New snow routes created for North Liberty staff to include new subdivision and roads
 - c. Annual pre-season winter weather meeting with North Liberty staff to go over routes, policies, procedures, expectations, and questions
 - d. Snow event on 11-26 (3.5") that staff worked to provide safe travel for the public
- FY25 Operational and CIP budgetary work for Road Use, Storm Water, Animal Control, Emergency Warning, and Sanitary Sewer Collection
- Rhett Peek started this month as new Street Department team member



New warning siren being installed



New Animal Control Unit



Talking with Penn Elementary 2nd graders about Community Services



Leaf collection composting site

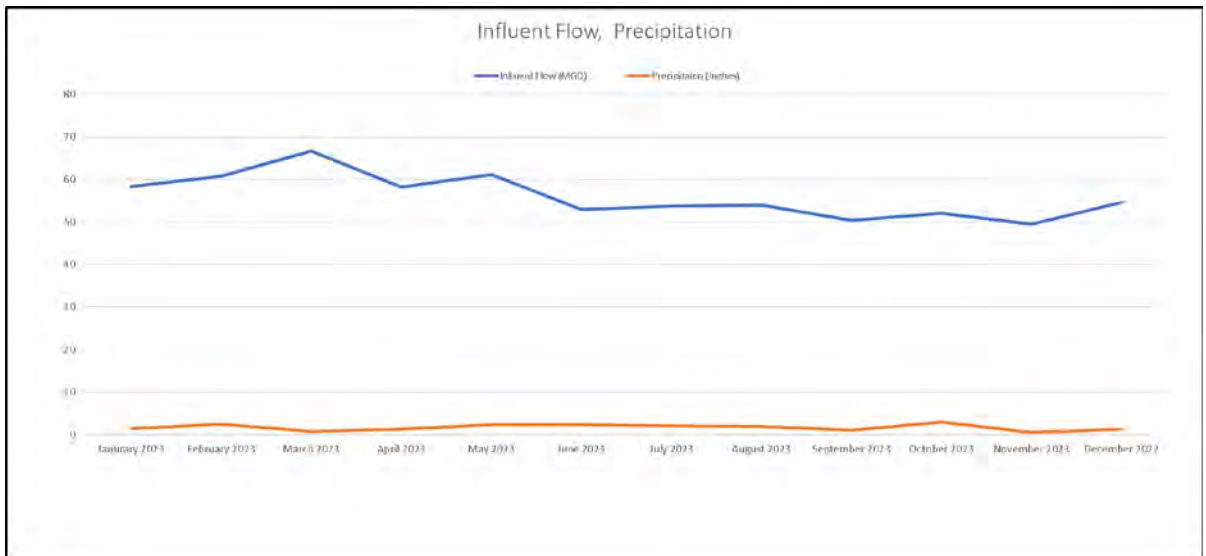


To **City Council, Mayor, and City Administrator**
From **Drew Lammers**
Date **Dec 1, 2023**
Re **Nov 2023 Water Pollution Control Plant (WPCP) Report**

1. All scheduled preventative maintenance at the plant and lift stations was completed. **116 work orders** were completed throughout November.
2. This month's staff safety meeting topic was Forklift Safety. Staff completed target solutions online and reviewed the topic as a group.
3. Operations and Lab completed all monthly sample results and reports. Quarterly quality assurance testing for the 4th quarter was completed. Monthly Influent Flow Avg. was **1.65 MGD**. **1.209 MG** of solids were wasted from biological tanks to digesters during November.
4. WPCP staff worked with contractors to replace base elbow pump seats for waste activated sludge (WAS) pumps. Replacement mounting brackets and guides were also installed onto both pumps. These repairs were done to eliminate pump discharge blow-by. Both pumps are now seated firmly, and all discharge is going through the pipes. This work was done 22' down inside a small tank isolated between 2 aeration basins with 2.42 million gallons of activated sludge. Several ropes and rigging were used to lower equipment and maintain safety lifelines. The repair project took 2 days to complete.
5. Cedar Springs Lift Station pump was experiencing discharge blowby. Maintenance staff found that there was a small hole worn through the volute pump casing. They installed a replacement volute pump case, wear ring, and guide bracket off the spare pump and it resolved the discharge issue. New parts are ordered to replace parts used from the spare.
6. Progress Park Lift Station pumps had discharge blow-by like what was occurring with the WAS pumps mentioned above. Since lift station flows generally never stop, WPCP staff made repair attempts without having to enter the wet well. Both pumps were pulled and inspected several times and a spare pump was installed to try to determine the cause of the pumps not seating properly. We performed a confined space entry into the downstream valve vault to disassemble and inspect the check valves. Several pieces of rags and debris were removed from the check valve, but the pump issues continued. In a last effort attempt before needing to bypass the station for inspection/repairs we decided to order new guides for the pumps. Once installed it has allowed the pumps to maintain a proper seat with the base elbow and eliminating the pump blow-by issues. Future cost estimates will be provided for upgrading piping and connections inside some of the City lift stations where these issues are of concern.

7. The initial FY 25 WPCP operating budget and 5-year CIP proposals were submitted for review and discussion.

Drew Lammers - WPCP Superintendent



WAS Pump Repairs – Confined Space Setup



WAS Pump Repairs – Replacement pump base elbows and pump brackets



Cedar Springs Lift Station – Pump pulled and Inspected – Volute Casing Repairs Made



Progress Park Lift Station - pump discharge blow-by



Progress Park Lift Station – Pump pulled and inspected



To **North Liberty Mayor and City Council Members**
CC **City Administrator Ryan Heiar**
From **Water Superintendent Greg Metternich**
Date **December 1, 2023**
Re **Monthly Report – November 2023**

In the month of November, we treated a total of 35,793,000 gallons of water, our average daily flow was 1,193,000 gallons, and our maximum daily flow was 1,572,000 gallons. The total amount of water used in the distribution system was about 1.4% higher than November 2022.

We have had a busy month with 9,265 accounts read, 112 re-reads, 141 service orders, 37 shut-offs, 34 re-connects for water service, 176 shut-off notices delivered, 24 new meter set inspections, 4-meter change outs, 15 MIU change outs, assisted 2 customers with data logging information, 64 calls for service, and 7 after hour or emergency calls. Our monthly total service work averaged 27 service orders per day.

On November 8th, we finished taking our latest round of the UCMR5 (Unregulated Contaminants Monitoring Rule) samples for the EPA. EPA uses this information to develop regulatory decisions for contaminants in the public drinking water systems. The UCMR5 tested for 29 per- and polyfluoroalkyl substances (PFAS) and lithium analysis. These results will be included in the 2024 Consumer Confidence Report.

Maintenance staff continuing working on flushing dead-end fire hydrants as time allowed through November. Hydrant flushing was completed on December 5th. Starting in May we will flush the entire distribution system.

Harn R/O concluded their work on our annual service contract for 2023, they were on site Monday November 27th to provide annual maintenance services. These services included instrument calibration checks, component inspections, and leak checks, with a subsequent report containing updated data, graphs, and calibration sheets for all three trains over the last year.

Staff have continued to work on our Lead and Copper inventory list, currently we have collected data on 7,198 properties and have 2,081 unknowns. We were able to identify 258 services in the month of November. As of the date of this report, I am not aware of any Lead service lines, and we have not found any connected to our distribution system.

Water Superintendent
Greg Metternich



**Parks & Recreation Commission
November 2, 2023, 7:00pm
City Council Chambers, 1 Quail Creek Circle, North Liberty, Iowa**

This meeting may be accessed live by the public in person or on the internet at northlibertyiowa.org/live, on Facebook at facebook.com/northliberty or on YouTube at youtube.com/c/northliberty. Meetings are rebroadcast on cable and available on-demand on northlibertyiowa.org.

1. Call to Order

2. Approval of Minutes

- a. Richard stated we needed to amend the agenda to approve Sept 7 minutes and there was no meeting held in October. Motion: Jeremy Parrish, Second: Gwen Johnson, Unanimous approval

3. Fox Run Playground

- a. Guy Goldsmith presented options/renderings for playground equipment to go along with Fox Run Pond/Trail Project. Concrete work to be planned June /July 2024 and Lil' Tykes Commercial was asked to provide options since they are a long-time provider, longevity of equipment, and common equipment uses/repairs within all NL park playgrounds. Three options presented are for size determined by area and rubber surfacing up to \$150K budget. If the Board could pinpoint an agreeable option to get in on discounts before yearend and pricing seems to be comparable to when planning Centennial Park. Discussion followed which addressed accessibility for all, ground level features, number of platform levels, slides, mix age-appropriate features, blind spots and safety, and that enclosed tunnel slides being hot. It was asked if the neighborhood group had any input and Guy mentioned they wanted slides and swing set may be put it at later date. Changes discussed included color of double slide from dark blue to gray and disability access features to include kitchen/lemonade stand. Gwen & Shannon both expressed interest in the 3rd option based on age-mix, disability access, and more of a neighborhood park feature versus destination park feature due to limited parking access to area. Discussion continued with no shade components at this time due to costs, rubber surface versus wood chips and installation was to be done by company versus park staff based on time and liability issues. The board made decision to go with Option #3 with hopes to change double slide color and change out a ground level feature. Guy will share a second rendering with changes mentioned above on Option #3.

4. Reports

a. Parks Report

- Park activities such as soccer, baseball, gardens, etc... coming to an end. Limited due to parking lot project.
- Fall tasks such as mowing, leaf mulching, dog park seeding, landscaping tasks, pruning/removal of dead or Ash trees, and winterization of splash pad and irrigation systems, and pond features completed.
- Sidewalk grinding, repairs, leveling work has been consuming a lot of time.
- Park staff obtained Certified State Pesticide certification.
- DNR releases fish at Liberty Centre Pond with many fishermen present.

- Cornerstone Park pervious pavement has totally disintegrated and for safety reasons has been replaced with concrete. Park staff continues with timber clean up.
- Penn Meadows Parking Lot will be awesome when completed. Currently at about 70% complete with some items such as grading, seeding, landscaping and painting lines finished in Spring.
- Sidewalk/trail connection along North side of Penn Meadows Park to be completed with North Dubuque Street sidewalk/trail project south & west side of road towards Liberty HS. A safe crossing to Dog Park will need to be designed.
- Meetings with Shive Hattery for Admin Building, Penn Meadows parking lot, Next Stage are ongoing.
- Mid-American Trees Please grant helped replace trees at Rec Center site. Island trees replaced and life expectancy is short due to lack of water/moisture.
- Old Casey's Site is now city owned. Asbestos results clear, demo can begin. Lynch Excavating to tear down building. A sewer main exists under foundation so that will be removed, re-worked and site to be cleared, cleaned up for resale, but under City direction of use. Question raised on car wash site demo; this is a separate property to be considered.
- Inquiry on burnt house on Rachel and any update as it is an eye sore. Guy does not know of status.
- Continuing to go through a lot of pet waste bags at rate of over 10,000 bags per month. Reminder residents to only use bags they use in our parks and trails and not stuff handfuls in pockets while utilizing parks/trails.

b. Recreation/Pool Report

- Shelly reported that October is a busy month for Halloween special events. Moonlight Walk was postponed a week due to the weather and good weather always brings a large turnout. Great job by Matt Meseck and his staff. Ashley and her staff offered the Floating Pumpkin Patch and that went well too. Matt Fielder offered Pumpkin Creations as well.
- Indoor Pool reopened on Oct 11 after repainting project. Pool patrons are excited to be back.
- Rec Team has been planning WS program ideas offered January through April with registration to begin Dec 4th.
- Shelly touched on upcoming events; Turkey Shoot event was canceled, and Turkey Scavenger Hunt led to inquiry on explanation that one is a basketball contest while other is a scavenger hunt, no use of guns or hunting skills. Upcoming events include Elf on the Shelf, Holiday Vendor Fair and Breakfast with Santa.
- Swimming lessons started with 248 participants and Brian provided updates on leagues. Our tri-city Supreme basketball for Grades 5-6 will go to Jr. NBA, like Flag Football going to NFL Flag concept. Jonathan Moore started offering pickleball lessons.
- Recsters BASP going strong. Discussion revolved around a program needing to serve both CCA and ICCSD students. Shelly stated that we follow ICCSD schedule for staff purposes but will check with Matt F to see if demand exists to accommodate CCA more. Richard provided past info that ICCSD serves about 6,000 NL students and CCA serves around 3,600 NL students.

c. Questions, Concerns, Updates – none noted.

5. Community Input / Ideas to Share - none

6. Upcoming Events - Shelly previously mentioned upcoming events in her report.

7. New Business

- Jamie has submitted her resignation, thanks for her service.
- Process will begin to accept applications and fill vacancies.
- Secretary role was discussed and tabled for next meeting.

8. Old Business – none noted.

9. Next Meeting - Thursday, December 7, 2023, at 7:00pm.

9. Adjourn - Motion by Gwen Johnson, Second by Shannon Greene, Unanimous approval