



**North Liberty City Council
Regular Session
January 9, 2024**



City Administrator Memo



To **Mayor and City Council**
From **Ryan Heiar, City Administrator**
Date **January 5, 2024**
Re **City Council Agenda January 9, 2024**

Consent Agenda

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

- City Council Minutes (12/12/23)
- Claims
- Liquor License Renewals
 - The Station
 - Urban Fuel
 - Walgreens

Centennial Park, Urban Renewal Loan Agreement

At the December 12 meeting, the City Council set a public hearing for January 9 regarding the Urban Renewal Loan Agreement for the Centennial Park Next Stage project.

Following the public hearing on Tuesday, the Council will be asked to consider a resolution authorizing the City to enter into a loan agreement – at a later date -for this project. As with most of the City’s projects, borrowing occurs after the project is completed. Approval of the proposed resolution will allow the City to take appropriate action for financing the Centennial Center Next Stage Project before the project starts so that borrowing can occur without issue.

Forevergreen Road Signalization Project

The Forevergreen Road Signalization project includes installation of signals at the intersections of Kansas Avenue and Jones Boulevard, construction of a turn lane at Jones Boulevard, fiber connections and other related improvements. An exhibit summarizing the project is included in the packet. Staff recommends approval of plans and specifications as well as the related right-of-way acquisitions totaling \$3,400. The bid opening for this project is scheduled for January 18 with a contract award slated for the January 26 Council meeting. The estimated project cost is \$1.6 million.

Meetings & Events

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

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

Monday, Jan 15
MLK Day – **City Offices Closed**

Tuesday, Jan 16 at 5:30p.m.
City Council Budget Work Session

Monday, Jan 22 at 4:30p.m.
Joint Government Meeting

Monday, Jan 22 at 7:00p.m.
Library Board

Tuesday, Jan 23 at 6:30p.m.
City Council

Investment Policy

The City's Investment Policy is required to be reviewed by the City Council every three years, and if necessary, updated. Most of the proposed updates, which are tracked in the included document, are grammatical in nature. A more significant change is replacing "City Clerk" with "City Treasurer" throughout the document. City Attorney Leintz pointed out that state law requires the City Treasurer be named as the administrator of this policy within the investment policy document; however an alternate city official can be named in the accompanying approval resolution. The resolution approving the changes to the Investment Policy also delegates the administration of the investment policy to the City Clerk, which is current practice. Staff recommends approval of the revisions.

Community Attraction & Tourism (CAT) Grant Agreement

At its December meeting, the Enhance Iowa Board approved a \$900k award for the Centennial Park Next Stage project, contingent upon the City raising an additional \$100k. To date, more than \$2.2 million in outside funding has been raised, leaving about \$50k needed to meet the Enhance Iowa Board's requirement. Staff recommends approval of the agreement with the Enhance Iowa Board.

Pratt Real Estate Management Preliminary Site Plan

This commercial site plan proposes a 9,020 square foot multi-tenant commercial building and related infrastructure at the northwest corner of West Penn Street and North Jones Boulevard. The development would have access from Hayes Lane at the north end of the property. From a design perspective, double frontage lots can be a challenge. The south façade facing West Penn Street should be a principal consideration with respect to community design. However, the north façade is the front of the building from the user's perspective. Staff worked with the applicant to achieve a higher-level of design on the back (south façade) of the building and with additional landscaping. A forthcoming subdivision plat would subdivide the larger 2.54-acre property into two lots with this development occupying the eastern lot. The Planning Commission unanimously recommended approval of the site plan at its January 2 meeting. Staff also recommends approval of the site plan.

West Penn Street Project

This is the first of six property acquisitions required for the West Penn Street Improvement Project. The City has negotiated the purchase of the necessary right-of-way from Hickory Pointe, LLC, for its appraised value (\$8,544), which was previously approved as just compensation by the City Council. Staff recommends approval.



Agenda



CITY COUNCIL

January 9, 2024

6:30 p.m.

Regular Session

Council Chambers

1 Quail Creek Circle

1. Call to order
2. Roll call
3. Approval of the Agenda
4. Consent Agenda
 - A. City Council Minutes, Regular Session December 12, 2023
 - B. Liquor License Renewal, Urban Fuel
 - C. Liquor License Renewal, Walgreens
 - D. Liquor License Renewal, The Station
 - E. Claims
5. Public Comment
6. Engineer Report
7. City Administrator Report
8. Mayor Report
9. Council Reports
10. Urban Renewal Loan Agreement
 - A. Public Hearing on proposal to enter into an Urban Renewal Loan Agreement
 - B. Resolution Number 2024-01, A Resolution taking additional action on proposal to enter into a General Obligation Urban Renewal Loan Agreement
11. Forevergreen Road Signalization Project
 - A. Public Hearing regarding proposed plans, specifications and estimate of cost for the Forevergreen Road Signalization Project
 - B. Resolution Number 2024-02, A Resolution finally approving and confirming plans, specifications, and estimate of cost for the Forevergreen Road Signalization Improvements Project

- C. Resolution Number 2024-03, A Resolution approving the acquisition of right of way from Byron L. Tinkey & TL&L, Inc. for the Forevergreen Road Signalization Project

- 12. Investment Policy
 - A. Resolution Number 2024-04, A Resolution approving the Investment Policy for the City of North Liberty, Iowa

- 13. CAT Agreement
 - A. Resolution Number 2024-05, A Resolution approving the Community Attraction and Tourism (CAT) Grant Agreement (24-CAT-003) between the City of North Liberty and the Enhance Iowa Board that establishes the terms and conditions under which a Grant for Centennial Center will be provided.

- 14. Pratt Real Estate Management Preliminary Site Plan
 - A. Staff Recommendation
 - B. Planning Commission Recommendation
 - C. Resolution Number 2024-06, A Resolution approving the Preliminary Site Plan for Solomons Entertainment District – Part Two, Lot 2, North Liberty, Iowa

- 15. West Penn Improvement Project
 - A. Resolution Number 2024-07, A Resolution approving the acquisition of right of way from Hickory Pointe, LLC for the West Penn Street Improvement Project

- 16. Old Business

- 17. New Business

- 18. Adjournment



Consent Agenda



City Council
December 12, 2023
Regular Session

Call to order

Mayor Hoffman called the December 12, 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, Brian Leibold, Paul Park, and other interested parties.

Swearing in of newly elected and reelected Council members

City Clerk Mulcahey swore in Brent Smith, Brian Leibold and Paul Park to the City Council.

Approval of the Agenda

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

Consent Agenda

Smith moved, Harrington seconded to approve the Consent Agenda including the City Council Minutes, Regular Session, November 28, 2023; City Hall Project, City Construction, Play Application Number 6, \$1,524,221.76; Ranshaw Way Phase 5 Improvements, Pay Application Number 28, Peterson Contractors, Inc., \$18,350.70; Community Center Roof Project, Pay Application Number 6, T & K Roofing Co., \$26,795.06; Community Center Roof Project Final Acceptance; Liquor License Renewal, Johncy's Liquor Store, Inc.; Liquor License Renewal, Reds Alehouse; Tobacco Permit, Urban Fuel (change of ownership); 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 that there are two projects to be awarded later on the agenda. The City Hall electrical switch gear was delivered last week to the site. Exterior items are almost all complete. Interior items like flooring, glass walls and doors are being installed inside. The Community Center Roof Project is complete. The completion was on the Consent Agenda. Shive-Hattery met with staff and IDOT for the final walk through on Ranshaw Way Phase 5. When the follow up is complete, IDOT will begin the project audit. The design development phase for Centennial Event Center has been submitted to staff. There is a meeting next week to review and move it on to the final design phase. The project will begin construction after Blues and BBQ 2024.

City Administrator Report

City Administrator Heiar reported that as is this the last meeting of the calendar year, staff worked hard to get the two plats on the agenda. City offices are closed on Monday, December 25, Tuesday, December 26, Friday, December 29, and Monday January 1 for the holidays. Heiar updated on Centennial Next Stage funding. The \$900,000 CAT grant is contingent upon receiving another \$100,000 in pledges/donations. No gift is too small. He thanked Jillian Miller and Nick Bergus for their fundraising.

Mayor Report

Mayor Hoffman reported that he attended the JECSA Policy Board meeting. It is North Liberty's turn to be Vice Chair. He attended the CAT meeting. Mayor Hoffman presented Councilor Harrington and Councilor Bermel plaques and thanks for their service on the Council. He thanked the entire Council for their quality service over the last two years.

Council Reports

Councilor Harrington attended the Youth Council meeting to talk about ideas for the future. She volunteered that the council to continue the charge. Harrington offered kind parting words. Councilor Bermel spoke regarding North Liberty being her hometown. She offered kind parting words. Councilor Smith thanked Harrington and Bermel. He attended the Better Together meeting last week at Field Day where Heiar provided a City update. Councilor Wayson thanked Bermel and Harrington for their service. He attended the EMA meeting where they are working on the budget which should be flat other than salaries. He reported that the County is updating the County-wide Hazard Mitigation Plan. Councilor Sittig thanked Harrington and Bermel for their service. He attended the CID Legislative Breakfast on Saturday.

FY 25 Budget Framework and Guidance

Heiar led the discussion on FY 25 budget framework and guidance. The council discussed the presentation and offered feedback on projects to be added.

Park & Recreation Commission Appointments

Harrington moved, Wayson seconded to affirm the appointments of Nicholas Arnold and Donglin Chai to the Park & Recreation Commission to fill recently created vacancies. The vote was all ayes. Appointments approved.

Fox Run Pond Trail Project

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

Street Maintenance Facility Remodel Project

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

Policy regarding payables for Council meeting

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

Urban Renewal Loan Agreement

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

Diamond Dreams Agreement

Sittig moved, Smith seconded to approve Resolution Number 2023-144, A Resolution Approving Amended Development Agreement with DD Building, LLC. The vote was: ayes – Smith, Wayson, Sittig, Harrington, Bermel; nays – none. Motion carried.

Forevergreen Road Signalization Project

Wayson moved, Sittig seconded to approve Resolution Number 2023-145, A Resolution approving the acquisition of right of way from Bowman Property LLC for the Forevergreen Road Signalization Project. The vote was: ayes – Harrington, Sittig, Smith, Wayson, Bermel; nays – none. Motion carried.

Solomon's Landing Part Four Final Plat

Harrington moved, Wayson seconded to approve Resolution Number 2023-146, A Resolution approving the Final Plat for Solomon's Landing Part Four in North Liberty, Iowa. The vote was: ayes – Harrington, Sittig, Smith, Bermel, Wayson; nays – none. Motion carried.

Solomon's Landing Part Two Final Plat and Surety Agreement

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

Franchise Fee Ordinance

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

Fats Oils Grease

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

Wayson moved, Smith seconded to approve Resolution Number 2023-148, A Resolution establishing Fat Oil and Grease (FOG) Operation Permit Fee in the City of North Liberty, Iowa. The vote was: ayes – Bermel, Harrington, Wayson, Sittig, Smith; nays – none. Motion carried.

Storm Water Fees Ordinance

Sittig moved, Wayson seconded to approve the 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. Wayson moved, Bermel seconded to amend the effective date to not before February 1, 2024. After discussion, the vote on the amendment was: ayes – Wayson, Bermel, Sittig, Harrington, Smith; nays – none. Motion carried. The vote on the amended motion was ayes – Smith, Wayson, Harrington, Bermel, Sittig; nays – none. Motion carried.

Old Business

No old business was presented.

New Business

Councilor Harrington welcomed the new councilors.

Adjournment

Harrington moved; Bermel seconded to adjourn at 7:20 p.m. The vote was all ayes. Meeting adjourned.

CITY OF NORTH LIBERTY

By: _____
Chris Hoffman, Mayor

Attest: _____
Tracey Mulcahey, City Clerk



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
KAMALAMAI RETAIL LLC	URBAN FUEL			
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1 HAWKEYE DR		NORTH LIBERTY	JOHNSON	52317
MAILING ADDRESS	CITY	STATE	ZIP	
2770 MUDDY CREEK LN	CORALVILLE	Iowa	522413360	

Contact Person

NAME	PHONE	EMAIL
ABAN BARAL BARAL	5636393995	fastavebp@gmail.com

License Information

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

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

SUB-PERMITS

Class E Retail Alcohol License

PRIVILEGES



Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Aban Baral	CORALVILLE	Iowa	522413360	Member	100.00	Yes

• Companies

COMPANY NAME	FEDERAL ID	CITY	STATE	ZIP	% OF OWNERSHIP
KAMALAMAI RETAIL LLC	933925462	CORALVILLE	Iowa	522413360	0.00

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



State of Iowa ABD approval statement from the following county department

Legal Name of Applicant: KAMALARMAI RETAIL LLC

Name of Business (DBA): Urban Fuel

Address of Business: 1 Hawkeye Dr North Liberty IA 52317

Business Phone: 563-639-3995

Email: fastavebp@gmail.com

State of Iowa ABD License #: _____

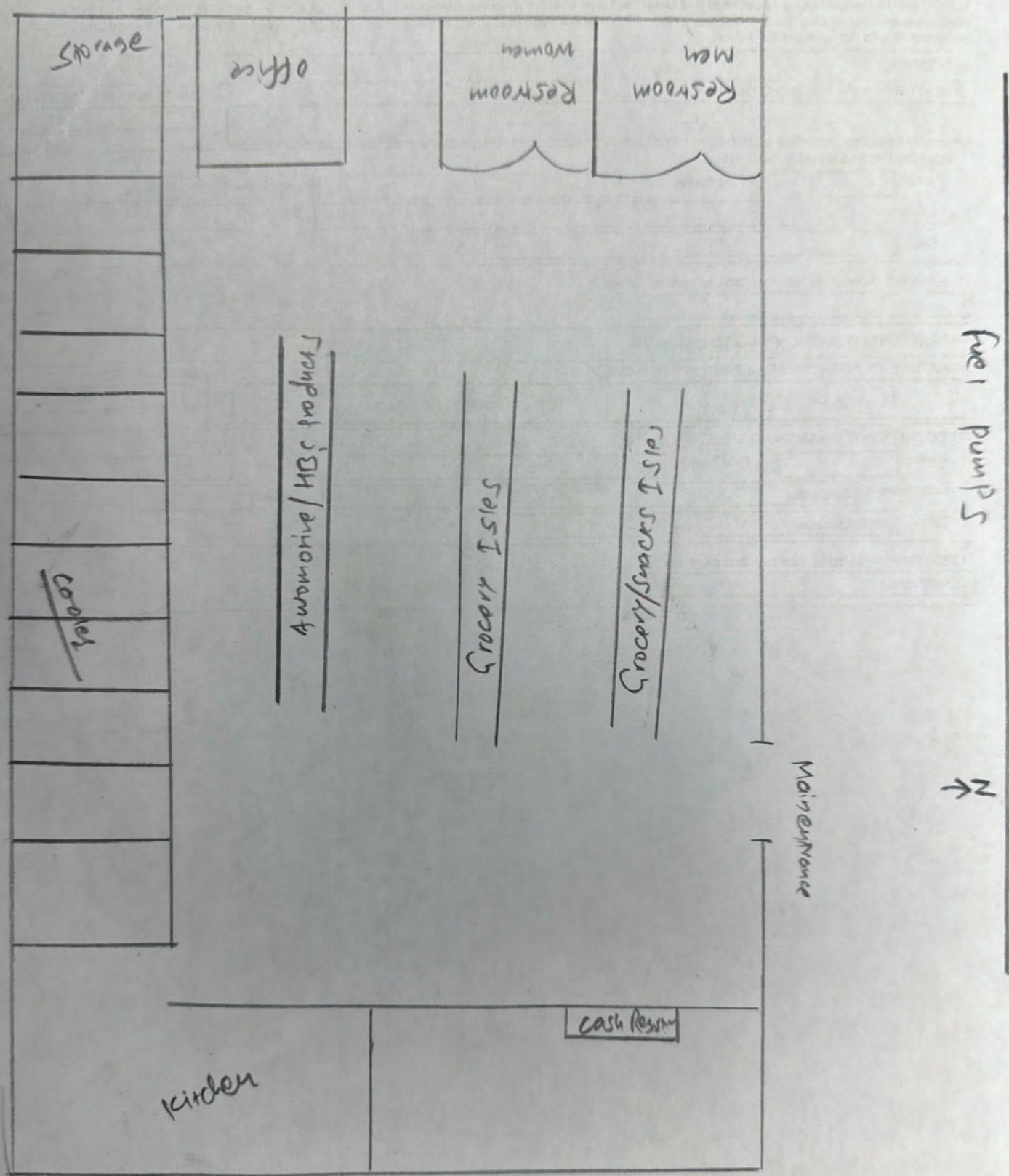
Johnson County Health Department:

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

Name: Rob Thul

Title: EHM Date: 12/5/23

Signature: 



Urban Fuel
1 Hawkeye Drive



North Liberty Police Department

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

December 24, 2023

Liquor License Check

Business: Urban Fuel
1 Hawkeye Drive
North Liberty, IA 52317

Owners:
Aban Baral (DOB: 1980)

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		
Walgreen Co.	Walgreens #11710	(319) 499-6006		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
625 Pacha Parkway		North Liberty	Johnson	52317
MAILING ADDRESS	CITY	STATE	ZIP	
P.O. Box 901	Deerfield	Illinois	60015	

Contact Person

NAME	PHONE	EMAIL
Jeff Jackson	(847) 527-4612	taxlicenser renewals@walgreens.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0002558	Class E Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Jan 23, 2024	Jan 22, 2025	

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
Toni Franklin						
Jeffery Gruener	North Liberty	Iowa	52317	SVP, CFO, Treasurer & Director	0.00	Yes
Joseph B Amsbary, Jr	North Liberty	Iowa	52317	Secretary	0.00	Yes
Richard Gates	North Liberty	Iowa	52317	SVP & Director	0.00	Yes
Tracey Brown	North Liberty	Iowa	52317	President & Director	0.00	Yes
Brian Brown	North Liberty	Iowa	52317	Vice President	0.00	Yes
Toni Franklin						

Insurance Company Information



State of Iowa

Alcoholic Beverages Division

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



State of Iowa ABD approval statement from the following county department

Legal Name of Applicant: Walgreen Co.

Name of Business (DBA): Walgreens #11710

Address of Business: 625 Pacha Pkwy North Liberty IA 52317

Business Phone: 319-499-6006

Email: taxlicenser renewals@walgreens.com

State of Iowa ABD License #: LE0002558

Johnson County Health Department:

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

Name: Rob Thul

Title: EHM Date: 12/5/23

Signature: 



North Liberty Police Department

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

December 24, 2023

Liquor License Check

Business: Walgreen's
625 Pacha Parkway
North Liberty, IA 52317

Owners: Jeffery Gruener (DOB: 1966)
Tracey Brown (DOB: 1967)
Richard Gates (DOB: 1971)
Brian Brown (DOB: 1975)
Joseph B Amsbary (DOB: 1965)

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		
The Station LLC	The Station II	(319) 665-8516		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
620 Meade Dr		North Liberty	Johnson	52317
MAILING ADDRESS	CITY	STATE	ZIP	
620 Meade Dr	North Liberty	Iowa	52317	

Contact Person

NAME	PHONE	EMAIL
Melissa Hodapp	(319) 665-8516	stationllcoffice@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0002690	Class E Retail Alcohol License	12 Month	In Progress

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Jan 29, 2024	Jan 28, 2025	

SUB-PERMITS

Class E Retail Alcohol License

PRIVILEGES



Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Cory Hodapp	Iowa City	Iowa	52240	Owner	50.00	Yes
Melissa Hodapp	Iowa City	Iowa	52240	Owner	50.00	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



State of Iowa ABD approval statement from the following county department

Legal Name of Applicant: The Station LLC

Name of Business (DBA): The Station II

Address of Business: 620 Meade Dr North Liberty, IA 52317

Business Phone: 319-665-8516

Email: stationllcoffice@gmail.com

State of Iowa ABD License #: LE0002690

Johnson County Health Department:

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

Name: Rob Thul

Title: EHM Date: 12/5/23

Signature: 



North Liberty Police Department

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

December 24, 2023

Liquor License Check

Business: The Station II
620 Meade Dr.
North Liberty, IA 52317

Owners: Cory J. Hodapp (DOB: 1977)
Melissa M. Hodapp (DOB: 1983)

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.





Urban Renewal Loan Agreement

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

421033-94

North Liberty, Iowa

January 9, 2024

The City Council of the City of North Liberty, Iowa, met on January 9, 2024, at 6:30 p.m., at the Council Chambers, North Liberty, Iowa. The Mayor presided and the roll was called showing the following members of the City Council present and absent:

Present: _____

Absent: _____.

This being the time and place specified for taking action on the proposal to enter into a General Obligation Urban Renewal Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$6,000,000, the City Clerk announced that no petition had been filed asking that the question of entering into the loan agreement be submitted to the registered voters of the City, and that the City Council may proceed with the authorization of the loan agreement. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor closed the public hearing.

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

Ayes: _____

Nays: _____.

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

Resolution No. 2024-01

RESOLUTION TAKING ADDITIONAL ACTION ON PROPOSAL TO ENTER INTO A GENERAL OBLIGATION URBAN RENEWAL LOAN AGREEMENT

WHEREAS, the City of North Liberty (the "City"), in Johnson County, Iowa proposes to enter into a General Obligation 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, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 9, 2024, no petition had been filed with the City asking that the question of entering into the Loan Agreement be submitted to the registered voters of the City;

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

Section 1. The City Council hereby determines to enter into the Loan Agreement in the future and orders that general obligation bonds or notes be issued at such time, in evidence thereof. The City Council further declares that this resolution constitutes the "additional action" required by Section 384.24A of the Code of Iowa with respect to Loan Agreement.

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

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

APPROVED AND ADOPTED this 9th day of January, 2024.

CITY OF NORTH LIBERTY:

CHRIS HOFFMAN, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

On motion and vote, the meeting adjourned.

CHRIS HOFFMAN, MAYOR

Attest:

TRACEY MULCAHEY, CITY CLERK

ATTESTATION CERTIFICATE

STATE OF IOWA
JOHNSON COUNTY
CITY OF NORTH LIBERTY

SS:

I, the undersigned, City Clerk of the City of North Liberty, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to the public hearing and additional action on the City Council's intention of entering into a certain General Obligation Urban Renewal Loan Agreement in the future.

WITNESS MY HAND this _____ day of _____, 2024.

TRACEY MULCAHEY, CITY CLERK



Forevergreen Road Signalization Project

Resolution No. 2024-02

RESOLUTION FINALLY APPROVING AND CONFIRMING PLANS, SPECIFICATIONS, AND ESTIMATE OF COST FOR THE FOREVERGREEN ROAD SIGNALIZATION IMPROVEMENTS PROJECT

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

WHEREAS, a hearing has been held on the Contract Documents on January 9, 2024;

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

Section 1. The City Council will receive bids for the Project on January 18, 2024 at 10:00 a.m. At such time and place the City Clerk will open such bids received and announce the results thereof. The City Council will consider bids received at the City Council meeting to be held on January 23, 2024 at 6:30 p.m. in Council Chambers at 1 Quail Creek Circle, North Liberty, Iowa.

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

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

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

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

APPROVED AND ADOPTED this 9th day of January, 2024.

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

Resolution No. 2024-03

**A RESOLUTION APPROVING THE ACQUISITION OF
RIGHT OF WAY FROM BYRON L. TINKEY AND T L & L,
INC. 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 properties that are owned by Byron L. Tinkey and T L & L, Inc. for the purposes of public right-of-way; and

WHEREAS, deeds from Byron L. Tinkey and T L & L, Inc. to the City of North Liberty have been prepared, and copies of said deeds are attached hereto and by this reference made a part hereof; and

WHEREAS, said deeds have been examined and is found to be in proper form; and

WHEREAS, the City of North Liberty agrees to provide compensation to Byron L. Tinkey for the right-of-way in the total amount of Two Thousand Dollars (\$2,000.00), and to T L & L, Inc. for the right-of-way in the total amount of One Thousand Four Hundred Dollars (\$1,400.00).

NOW, THEREFORE, BE IT RESOLVED that that the attached Warranty Deeds to establish right of way on property owned by Byron L. Tinkey and T L & L, Inc. are accepted. The City Attorney shall record said deeds upon confirmation of receipt of payment by the respective property owners.

APPROVED AND ADOPTED this 9th day of January, 2024.

CITY OF NORTH LIBERTY:

CHRIS HOFFMAN, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

Prepared by and return to: Grant D. Lientz, 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, BYRON L. TINKEY, does hereby convey to the CITY OF NORTH LIBERTY, IOWA, the following described real estate in Johnson County, Iowa:

That part of Lot 2, Trickle Creek (Final Plat recorded in Plat Book 33, Page 261 at the Johnson County Recorder's Office), North Liberty, Johnson County, Iowa described as follows:

Commencing as a point of reference at the Northwest Corner of the Southwest Quarter of Section 24, Township 80 North, Range 7 West of the 5th P.M.;

thence North 89°54'29" East 42.50 feet along the north line of said Southwest Quarter (assumed bearing for this description only);

thence South 0°58'33" East 33.00 feet along an east line of Outlot A of Fox Valley Part 1 (Final Plat recorded in Plat Book 54, Page 57 at the Johnson County Recorder's Office) to the southerly right-of-way of Forevergreen Road and the point of beginning;

thence North 89°54'29" East 55.00 feet along said southerly right-of-way;

thence South 0°05'31" East 10.00 feet;

thence South 89°54'29" West 29.75 along line parallel with and 10 feet in perpendicular distance south of said southerly right-of-way;

thence South 48°56'34" West 32.79 to a point of intersection with an east line of said Outlot A, said east line also being the easterly right-of-way of Jones Boulevard;

thence North 0°58'33" West 31.50 feet along said east line and easterly right-of-

way line to the point of beginning.

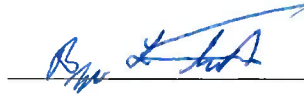
Area: 819 square feet more or less.

Grantor does hereby covenant with Grantee, and successors in interest, that Grantor holds the real estate by title in fee simple; that he 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 21 day of DECEMBER, 2023



Byron L. Tinkey

STATE OF IOWA, JOHNSON COUNTY: ss

On this 23 day of DECEMBER, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Byron L. Tinkey, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his/her voluntary act and deed.



Notary Public in and for said State



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, T L & L, Inc., 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 24, 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 $0^{\circ}46'28''$ West 33.00 feet along the west line of said Northwest Quarter (assumed bearing for this description only);

thence North $89^{\circ}54'29''$ East 33.00 feet along the northerly right-of-way of Forevergreen Road extended westerly to the easterly right-of-way of Jones Boulevard and the point of beginning;

thence North $0^{\circ}46'28''$ West 40.00 feet along said easterly right-of-way;

thence South $27^{\circ}22'54''$ West 33.76 feet;

thence North $89^{\circ}54'29''$ East 10.00 feet along line parallel with and 10 feet in perpendicular distance north of the northerly right-of-way of said Forevergreen Road;

thence South $0^{\circ}05'44''$ East 10.00 feet to a point of intersection said northerly right-of-way;

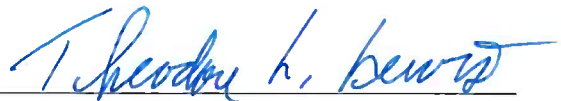
thence South $89^{\circ}54'29''$ West 25.00 feet along said northerly right-of-way line to the point of beginning. Area: 477 square feet more or less.

Grantor does hereby covenant with Grantee, and successors in interest, that Grantors 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.

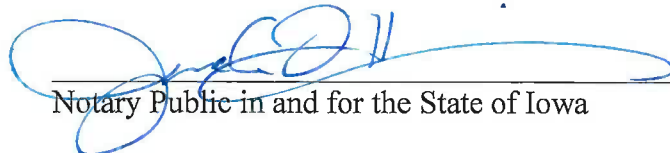
Dated this 15th day of DECEMBER, 2023



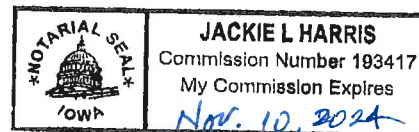
Theodore L. Lewis, Grantor,
on behalf of T L & L, Inc.

STATE OF IOWA, JOHNSON COUNTY: ss

On this 15th day of DECEMBER, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Theodore L. Lewis, to me personally known, who, being by me duly sworn, did say that he is the PRESIDENT of T L & L, Inc., an Iowa corporation, and that the instrument was signed on behalf of the corporation by the authority of its members, and that Theodore L. Lewis 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 the State of Iowa





Investment Policy



Investment Policy

Approved: February 14, 2006

Last Reviewed: ~~September 22,~~
~~2020~~ January 9, 2024

SECTION 1
SCOPE OF INVESTMENT POLICY

The Investment Policy of the City of North Liberty shall apply to all operating funds, bond proceeds and other funds and all investment transactions involving operating funds, bond proceeds and other funds accounted for in the financial statements of the City of North Liberty. Each investment made pursuant to this Investment Policy must be authorized by applicable law and this written Investment Policy.

The investment of bond funds or sinking funds shall comply not only with this investment policy, but also be consistent with any applicable bond resolution. This Investment Policy is intended to comply with Iowa Code Chapter 12B.

Upon passage and ~~upon~~ future amendment, if any, copies of this Investment Policy shall be delivered to all of the following:

1. The governing body or officer of the City of North Liberty to which the Investment Policy applies.
2. All depository institutions or fiduciaries for public funds of the City of North Liberty.
3. The auditor engaged to audit any fund of the City of North Liberty.
4. The State Auditor.

In addition, a copy of this Investment Policy shall be delivered to every fiduciary or third party assisting with or facilitating investment of the funds of the City of North Liberty.

SECTION 2
DELEGATION OF AUTHORITY

In accordance with Iowa Code section 12B.10~~(1)~~(b), the responsibility for conducting investment transactions resides with the City ~~Clerk-Treasurer of the City of North Liberty~~. Only the City ~~Clerk-Treasurer~~ and those authorized by resolution may invest public funds and a copy of any empowering resolution shall be attached to this Investment Policy.

[The City of North Liberty may enter into contracts with third parties for any of the following services:](#)

1. [The investment, deposit, or direction of public funds.](#)

2. Advising on the investment of public funds, or
3. Acting in a fiduciary capacity for the City.

Provided, however, that each such contract shall require the third party to notify the City, in writing, within 30 days of its receipt of all communication from the Auditor or any regulatory authority of the third party concerning any of the following:

1. The existence of a material weakness in the internal control structure of the third party, or
2. Regulatory orders or sanctions regarding the type of services being provided to the City by the third party.

The records of investment transactions made by or on behalf of the City of North Liberty are public records and are the property of the City ~~of North Liberty~~ whether in the custody of the City ~~of North Liberty~~ or in the custody of a fiduciary or other third party.

The City ~~Clerk~~Treasurer shall establish a written system of internal controls and investment practices. The controls shall be designed to prevent losses of public funds, to document those officers and employees ~~of the City of North Liberty~~ responsible for elements of the investment process and to address the capability of investment management.

The controls shall provide for receipt and review of the audited financial statement and related reports on internal control structure of all outside persons performing any of the following: ~~for the City of North Liberty.~~

1. Investing public funds ~~the City of North Liberty.~~
2. Advising on the investment of public funds ~~the City of North Liberty.~~
3. Directing the deposit or investment of public funds ~~the City of North Liberty.~~
4. Acting in a fiduciary capacity ~~for the City of North Liberty.~~

A Bank, Savings and Loan Association or Credit Union providing only depository services shall not be required to provide an audited financial statement and related reports ~~s~~ on internal control structure.

The City ~~Clerk~~Treasurer ~~of~~ and all employees authorized to place investments shall be bonded in the amount of \$500,000.

SECTION 3 OBJECTIVES OF INVESTMENT POLICY

The primary objectives, in order of priority, of all investment activities involving the financial assets of the City ~~of North Liberty are listed below~~ shall be the following:

1. ~~Safety:~~ Safety and preservation of principal in the overall portfolio ~~is the foremost investment objective.~~
2. ~~Liquidity:~~ Maintaining the necessary liquidity to match expected liabilities ~~is the second investment objective.~~
3. ~~Return:~~ Obtaining a reasonable return ~~is the third investment objective.~~

SECTION 4 PRUDENCE

~~The City Clerk of the City of North Liberty w~~hen investing or depositing public funds, ~~the City~~ ClerkTreasurer shall exercise the care, prudence and diligence under the prevailing circumstances ~~then prevailing that a person acting in a like capacity and familiar with such matters would use~~ to attain the Section 2 investment objectives. This standard requires that when making investment decisions, the City ClerkTreasurer shall consider the role that the investment or deposit plays within the portfolio of the City ~~s~~ of North Liberty assets ~~of~~ and the investment objectives stated in Section 2.

When investing assets ~~of the City of North Liberty~~ for a period longer than two (2) years, the City ClerkTreasurer shall request competitive investment proposals for comparable credit and term investments from a minimum of three (3) investment providers.

SECTION 5 INSTRUMENTS ELIGIBLE FOR INVESTMENT

Assets of the City ~~of North Liberty~~ may be invested in the following:

- Interest bearing savings accounts, interest bearing money market accounts, and ~~interest bearing~~interest-bearing checking accounts at any bank, savings and loan association or credit union in the State of Iowa. Each bank must be on the most recent Approved Bank List as distributed by the City ClerkTreasurer of the State of Iowa or as amended as necessary by notice

inserted in the monthly mailing by the Rate Setting Committee. Each financial institution shall be properly declared as a depository by the governing body of the City ~~of North Liberty~~. Deposits in any financial institution shall not exceed the amount approved by the governing body ~~of the City of North Liberty~~.

- Obligations of the United States government, its agencies and instrumentalities.
- ← Certificates of deposit and other evidences of deposit at federally insured Iowa depository institutions approved and secured pursuant to Iowa Code chapter 12C.
-
- Iowa Public Agency Investment Trust ("IPAIT").
- Prime bankers' acceptances that mature within 270 days of purchase and that are eligible for purchase by a federal reserve bank.
- Commercial paper or other short-term corporate debt that matures within 270 days of purchase and is rated within the two highest classifications, as established by at least one of the standard rating services approved by the Superintendent of Banking.
- Repurchase agreements, provided that the underlying collateral consists of obligations of the United States government, its agencies and instrumentalities and takes delivery of the collateral either directly or through an authorized custodian.
- Insured deposits or certificates of deposits, invested pursuant to Iowa Code Section 12B.10(7), in an amount above any insured portion of the public funds on deposit at a federally insured Iowa depository institution approved and secured pursuant to Iowa Code chapter 12C.
- An open-end management investment company registered with the Securities & Exchange Commission under the federal Investment Company Act of 1940, 15 U.S.C. Section 80(a) and operated in accordance with 17 C.F.R. Section 270.2a-7, whose portfolio investments are limited to those instruments individually authorized in this Section 5 of this Investment Policy.
- Warrants or improvement certificates of a levee or drainage district.
- All instruments eligible for investment are further governed by all other provisions of this Investment Policy, including Section 7, Investment Maturity Limitations and Section 8, Diversification Requirements.

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SECTION 6

PROHIBITED INVESTMENTS AND INVESTMENT PRACTICES

Assets of the City ~~of North Liberty~~ shall not be invested in the following:

1. Reverse repurchase agreements.
2. Futures and options contracts.

Assets of the City ~~of North Liberty~~ shall not be invested pursuant to the following investment practices:

1. Trading of securities for speculation or the realization of short-term trading gains.
2. Pursuant to a contract providing for the compensation of an agent or fiduciary based upon the performance of the invested assets.

If a fiduciary or other third party with custody of public investment transaction records of the City of North Liberty fails to produce requested records when requested by the City ~~of North Liberty~~ within a reasonable time, the City ~~of North Liberty~~ shall make no new investment with or through the fiduciary or third party and shall not renew maturing investments with or through the fiduciary or third party.

SECTION 7 INVESTMENT MATURITY LIMITATIONS

Operating Funds must be identified and distinguished from all other funds available for investment. Operating Funds are defined as those funds which are reasonably expected to be expended during a current budget year or within fifteen months of receipt.

All investments authorized in Section 5 are further subject to the following investment maturity limitations:

1. Operating Funds may only be invested in instruments authorized in Section 5 of this Investment Policy that mature within three hundred ninety-seven (397) days.
2. The City ~~Clerk-Treasurer~~ may invest funds ~~of the City of North Liberty~~ that are not identified as Operating Funds in investments with maturities longer than three hundred ninety-seven days (397) days. However, all investments ~~of the City of North Liberty~~ shall have maturities that are consistent with the needs and use of the City ~~of North Liberty~~.

SECTION 8

DIVERSIFICATION

Investments of the City ~~of North Liberty~~ are subject to the following diversification requirements:

Prime bankers' acceptances:

1. At the time of purchase, no more than ten percent (10%) of the investment portfolio ~~of the City of North Liberty~~ shall be invested in prime bankers' acceptances; and
2. At the time of purchase, no more than five percent (5%) of the investment portfolio ~~of the City of North Liberty~~ shall be invested in the securities of a single issuer.

Commercial paper or other short-term corporate debt:

1. At the time of purchase, no more than ten percent (10%) of the investment portfolio ~~of the City of North Liberty~~ shall be in commercial paper or other short term corporate debt;
2. At the time of purchase, no more than five percent (5%) of the investment portfolio ~~of the City of North Liberty~~ shall be invested in the securities of a single issuer; and
3. At the time of purchase, no more than five percent (5%) of all amounts invested in commercial paper and other short-term corporate debt shall be invested in paper and debt rated in the second highest classification.

Where possible, it is the policy of the City ~~of North Liberty~~ to diversify its investment portfolio. Assets shall be diversified to eliminate the risk of loss resulting from overconcentration of assets in a specific maturity, a specific issuer, or a specific class of securities. In establishing specific diversification strategies, the following general policies and constraints shall apply:

1. Portfolio maturities shall be staggered in a way that avoids undue concentration of assets in a specific maturity sector. Maturities shall be selected which provide stability of income and reasonable liquidity.
2. Liquidity practices to ensure that the next disbursement date and payroll date are covered through maturing investments, marketable U.S. Treasury bills or cash on hand shall be used at all times.
3. Risks of market price volatility shall be controlled through maturity diversification so that aggregate price losses on Instruments with maturities approaching one year shall not be greater than coupon interest and Investment Income received from the balance of the portfolio.

**SECTION 9
SAFEKEEPING AND CUSTODY**

All invested assets ~~of the City of North Liberty~~ involving the use of a public funds custodial agreement, as defined in Iowa Code section 12B.10C, shall comply with all rules adopted pursuant to Iowa Code section 12B.10C. All custodial agreements shall be in writing and shall contain a provision that all custodial services be provided in accordance with the laws of the state of Iowa. All invested assets ~~of the City of North Liberty~~ eligible for physical delivery shall be secured by having them held at a third party custodian. All purchased investments shall be held pursuant to a written ~~third-party~~third-party custodial agreement requiring delivery versus payment and compliance with all rules set out in this Section 9.

**SECTION 10
ETHICS AND CONFLICT OF INTEREST
(POLICY CONSIDERATION)**

The City ~~Clerk-Treasurer~~ and all officers and employees ~~of the City of North Liberty~~ involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Any personal investments or loans in excess of \$1,000,000 in or with any entity that the City ~~of North Liberty~~ has declared as a depository or with which the City ~~of North Liberty~~ regularly conducts investment business shall be disclosed in writing to the governing board ~~of the City of North Liberty~~.

**SECTION 11
REPORTING**

The City ~~Clerk-Treasurer~~ shall submit ~~the City of North Liberty~~ an investment report that summarizes recent market conditions and investment strategies employed since the last investment report. The investment report shall set out the current portfolio in terms of maturity, rates of return and other features and summarize all investment transactions that have occurred during the reporting period and compare the investment results with the budgetary expectations.

**SECTION 12
INVESTMENT POLICY REVIEW AND AMENDMENT**

This Investment Policy shall be reviewed every three (3) years or more frequently as appropriate. Notice of amendments to the Investment Policy shall be promptly given to all parties noted in Section 1.



Investment Policy

Approved: February 14, 2006

Last Reviewed: January 9, 2024

SECTION 1
SCOPE OF INVESTMENT POLICY

The Investment Policy of the City of North Liberty shall apply to all operating funds, bond proceeds and other funds and all investment transactions involving operating funds, bond proceeds and other funds accounted for in the financial statements of the City. Each investment made pursuant to this Investment Policy must be authorized by applicable law and this written Investment Policy.

The investment of bond funds or sinking funds shall comply not only with this investment policy, but also be consistent with any applicable bond resolution. This Investment Policy is intended to comply with Iowa Code Chapter 12B.

Upon passage and future amendment, if any, copies of this Investment Policy shall be delivered to all of the following:

1. The governing body or officer of the City of North Liberty to which the Investment Policy applies.
2. All depository institutions or fiduciaries for public funds of the City of North Liberty.
3. The auditor engaged to audit any fund of the City of North Liberty.
4. The State Auditor.

In addition, a copy of this Investment Policy shall be delivered to every fiduciary or third party assisting with or facilitating investment of the funds of the City of North Liberty.

SECTION 2
DELEGATION OF AUTHORITY

In accordance with Iowa Code section 12B.10(1)(b), the responsibility for conducting investment transactions resides with the City Treasurer. Only the City Treasurer and those authorized by resolution may invest public funds and a copy of any empowering resolution shall be attached to this Investment Policy.

The City of North Liberty may enter into contracts with third parties for any of the following services:

1. The investment, deposit, or direction of public funds,
2. Advising on the investment of public funds, or

3. Acting in a fiduciary capacity for the City.

Provided, however, that each such contract shall require the third party to notify the City, in writing, within 30 days of its receipt of all communication from the Auditor or any regulatory authority of the third party concerning any of the following:

1. The existence of a material weakness in the internal control structure of the third party, or
2. Regulatory orders or sanctions regarding the type of services being provided to the City by the third party.

The records of investment transactions made by or on behalf of the City of North Liberty are public records and are the property of the City whether in the custody of the City or in the custody of a fiduciary or other third party.

The City Treasurer shall establish a written system of internal controls and investment practices. The controls shall be designed to prevent losses of public funds, to document those officers and employees responsible for elements of the investment process and to address the capability of investment management.

The controls shall provide for receipt and review of the audited financial statement and related reports on internal control structure of all outside persons performing any of the following:

1. Investing public funds.
2. Advising on the investment of public funds.
3. Directing the deposit or investment of public funds.
4. Acting in a fiduciary capacity.

A Bank, Savings and Loan Association or Credit Union providing only depository services shall not be required to provide an audited financial statement and related reports on internal control structure.

The City Treasurer and all employees authorized to place investments shall be bonded in the amount of **\$500,000**.

SECTION 3

OBJECTIVES OF INVESTMENT POLICY

The primary objectives, in order of priority, of all investment activities involving the financial assets of the City are listed below:

1. Safety and preservation of principal in the overall portfolio.
2. Maintaining the necessary liquidity to match expected liabilities.
3. Obtaining a reasonable return.

SECTION 4 PRUDENCE

When investing or depositing public funds, the City Treasurer shall exercise the care, prudence and diligence under the prevailing circumstances to attain the Section 2 investment objectives. This standard requires that when making investment decisions, the City Treasurer shall consider the role that the investment or deposit plays within the portfolio of the City's assets and the investment objectives stated in Section 2.

When investing assets for a period longer than two (2) years, the City Treasurer shall request competitive investment proposals for comparable credit and term investments from a minimum of three (3) investment providers.

SECTION 5 INSTRUMENTS ELIGIBLE FOR INVESTMENT

Assets of the City may be invested in the following:

- Interest bearing savings accounts, interest bearing money market accounts, and interest-bearing checking accounts at any bank, savings and loan association or credit union in the State of Iowa. Each bank must be on the most recent Approved Bank List as distributed by the Treasurer of the State of Iowa or as amended as necessary by notice inserted in the monthly mailing by the Rate Setting Committee. Each financial institution shall be properly declared as a depository by the governing body of the City. Deposits in any financial institution shall not exceed the amount approved by the governing body.
- Obligations of the United States government, its agencies and instrumentalities.
- Certificates of deposit and other evidences of deposit at federally insured Iowa depository institutions approved and secured pursuant to Iowa Code chapter 12C.Iowa Public Agency Investment Trust ("IPAiT").

- Prime bankers' acceptances that mature within 270 days of purchase and that are eligible for purchase by a federal reserve bank.
- Commercial paper or other short-term corporate debt that matures within 270 days of purchase and is rated within the two highest classifications, as established by at least one of the standard rating services approved by the Superintendent of Banking.
- Repurchase agreements, provided that the underlying collateral consists of obligations of the United States government, its agencies and instrumentalities and takes delivery of the collateral either directly or through an authorized custodian.
- Insured deposits or certificates of deposits, invested pursuant to Iowa Code Section 12B.10(7), in an amount above any insured portion of the public funds on deposit at a federally insured Iowa depository institution approved and secured pursuant to Iowa Code chapter 12C.
- An open-end management investment company registered with the Securities & Exchange Commission under the federal Investment Company Act of 1940, 15 U.S.C. Section 80(a) and operated in accordance with 17 C.F.R. Section 270.2a-7, whose portfolio investments are limited to those instruments individually authorized in this Section 5 of this Investment Policy.
- Warrants or improvement certificates of a levee or drainage district.
- All instruments eligible for investment are further governed by all other provisions of this Investment Policy, including Section 7, Investment Maturity Limitations and Section 8, Diversification Requirements.

SECTION 6

PROHIBITED INVESTMENTS AND INVESTMENT PRACTICES

Assets of the City shall not be invested in the following:

1. Reverse repurchase agreements.
2. Futures and options contracts.

Assets of the City shall not be invested pursuant to the following investment practices:

1. Trading of securities for speculation or the realization of short-term trading gains.
2. Pursuant to a contract providing for the compensation of an agent or fiduciary based upon the performance of the invested assets.

If a fiduciary or other third party with custody of public investment transaction records of the City of North Liberty fails to produce requested records when requested by the City within a reasonable time, the City shall make no new investment with or through the fiduciary or third party and shall not renew maturing investments with or through the fiduciary or third party.

SECTION 7 INVESTMENT MATURITY LIMITATIONS

Operating Funds must be identified and distinguished from all other funds available for investment. Operating Funds are defined as those funds which are reasonably expected to be expended during a current budget year or within fifteen months of receipt.

All investments authorized in Section 5 are further subject to the following investment maturity limitations:

1. Operating Funds may only be invested in instruments authorized in Section 5 of this Investment Policy that mature within three hundred ninety-seven (397) days.
2. The City Treasurer may invest funds that are not identified as Operating Funds in investments with maturities longer than three hundred ninety-seven days (397) days. However, all investments shall have maturities that are consistent with the needs and use of the City.

SECTION 8 DIVERSIFICATION

Investments of the City are subject to the following diversification requirements:

Prime bankers' acceptances:

1. At the time of purchase, no more than ten percent (10%) of the investment portfolio shall be invested in prime bankers' acceptances; and
2. At the time of purchase, no more than five percent (5%) of the investment portfolio shall be invested in the securities of a single issuer.

Commercial paper or other short-term corporate debt:

1. At the time of purchase, no more than ten percent (10%) of the investment portfolio shall be in commercial paper or other short term corporate debt;
2. At the time of purchase, no more than five percent (5%) of the investment portfolio shall be invested in the securities of a single issuer; and

3. At the time of purchase, no more than five percent (5%) of all amounts invested in commercial paper and other short-term corporate debt shall be invested in paper and debt rated in the second highest classification.

Where possible, it is the policy of the City to diversify its investment portfolio. Assets shall be diversified to eliminate the risk of loss resulting from overconcentration of assets in a specific maturity, a specific issuer, or a specific class of securities. In establishing specific diversification strategies, the following general policies and constraints shall apply:

1. Portfolio maturities shall be staggered in a way that avoids undue concentration of assets in a specific maturity sector. Maturities shall be selected which provide stability of income and reasonable liquidity.
2. Liquidity practices to ensure that the next disbursement date and payroll date are covered through maturing investments, marketable U.S. Treasury bills or cash on hand shall be used at all times.
3. Risks of market price volatility shall be controlled through maturity diversification so that aggregate price losses on Instruments with maturities approaching one year shall not be greater than coupon interest and Investment Income received from the balance of the portfolio.

SECTION 9

SAFEKEEPING AND CUSTODY

All invested assets involving the use of a public funds custodial agreement, as defined in Iowa Code section 12B.10C, shall comply with all rules adopted pursuant to Iowa Code section 12B.10C. All custodial agreements shall be in writing and shall contain a provision that all custodial services be provided in accordance with the laws of the state of Iowa. All invested assets eligible for physical delivery shall be secured by having them held at a third party custodian. All purchased investments shall be held pursuant to a written third-party custodial agreement requiring delivery versus payment and compliance with all rules set out in this Section 9.

SECTION 10

ETHICS AND CONFLICT OF INTEREST (POLICY CONSIDERATION)

The City Treasurer and all officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Any personal investments or loans in excess of

\$1,000,000 in or with any entity that the City has declared as a depository or with which the City regularly conducts investment business shall be disclosed in writing to the governing board.

SECTION 11 REPORTING

The City Treasurer shall submit an investment report that summarizes recent market conditions and investment strategies employed since the last investment report. The investment report shall set out the current portfolio in terms of maturity, rates of return and other features and summarize all investment transactions that have occurred during the reporting period and compare the investment results with the budgetary expectations.

SECTION 12 INVESTMENT POLICY REVIEW AND AMENDMENT

This Investment Policy shall be reviewed every three (3) years or more frequently as appropriate. Notice of amendments to the Investment Policy shall be promptly given to all parties noted in Section 1.

Resolution No. 2024-04

**RESOLUTION APPROVING THE INVESTMENT POLICY FOR THE
CITY OF NORTH LIBERTY, IOWA**

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

WHEREAS, the City of North Liberty adopted an Investment Policy on February 14, 2006;

WHEREAS, the policy was last reviewed and approved in September 2020;

WHEREAS, the City reviews and updates the policy every three years; and

WHEREAS, the City's Investment Policy has been reviewed and has been updated to match the recommended policy from the State Auditor's Office.

NOW, THEREFORE, BE IT RESOLVED that the reviewed Investment Policy for North Liberty, Iowa be approved.

APPROVED AND ADOPTED this 9th day of January, 2024.

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



CAT Agreement

**COMMUNITY ATTRACTION AND TOURISM (CAT)
GRANT AGREEMENT**

RECIPIENT: City of North Liberty
CAT AGREEMENT NUMBER: 24-CAT-003
EFFECTIVE DATE: December 7, 2023
PROJECT NAME: Centennial Center
TOTAL GRANT AMOUNT: \$900,000
PROJECT COMPLETION DATE: December 31, 2025

This **COMMUNITY ATTRACTION AND TOURISM ("CAT") GRANT AGREEMENT** is made by and between the **Enhance Iowa Board ("Board" or "Enhance Iowa")** and the **City of North Liberty ("Recipient")**.

WHEREAS, the Community Attraction and Tourism (CAT) Program was established by the Iowa Legislature and the Governor of Iowa to support community projects that build on Iowa's unique assets and values and expand the recreational, cultural, educational, and entertainment opportunities in Iowa.

WHEREAS, Recipient submitted an application to the Enhance Iowa Board requesting CAT assistance to help finance the Project.

WHEREAS, the Enhance Iowa Board found the Project meets the requirements established for participation in the CAT Program.

WHEREAS, the Board, on December 7, 2023, unanimously voted to award a Grant of **\$900,000** to Recipient to assist in funding the Project, subject to the terms and conditions herein.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and intending to be legally bound, the Enhance Iowa Board and Recipient agree to the following terms:

ARTICLE 1
DEFINITIONS

As used in this Agreement, the following terms shall apply:

1.1 **EFFECTIVE DATE** "Effective Date" means the date stated above on which the terms of this Agreement become in force and effect.

1.2 **GRANT** "Grant" means an award of assistance for which repayment of funds is not required upon fulfillment of the conditions of the award.

1.3 **GRANT AGREEMENT or AGREEMENT** "Grant Agreement" or "Agreement" means this document, the Project budget and all of the notes, leases, assignments, mortgages, and similar documents referred to in this document and all other instruments or documents executed by Recipient or otherwise required in connection with this grant.

1.4 **PROJECT** "Project" means the detailed description of the work, services, and other obligations to be performed or accomplished by Recipient as described in this Agreement, Program Description and Budget (Exhibit B), and the CAT Application as approved by the Board (Exhibit A).

1.5 **PROJECT COMPLETION DATE** "Project Completion Date" means December 31, 2025, which is the date by which the Project tasks are fully constructed and operational.

ARTICLE 2 **GRANT AGREEMENT DURATION**

2.1 **GRANT AGREEMENT DURATION** This Agreement shall be in effect on the Effective Date and shall remain in effect until after completion of each of the following:

(a) *Through Project Completion Date.* Through the Project Completion Date and for the period after Project Completion Date during which the Iowa Economic Development Authority (IEDA) will conduct Project closeout procedures to verify that the Project was completed in compliance with the Agreement.

(b) *Repayment or Payment Obligation.* Until all outstanding amounts due to the Board, if any, are received by IEDA or all outstanding obligations to the Board are satisfied in full.

(c) *Agreement End Date.* Until IEDA has completed Agreement closeout procedures and provided Recipient with written Notice of Final Agreement Closeout. This Agreement shall terminate as of the date of the Notice of Final Closeout, which date shall be the Agreement End Date.

2.2 **SURVIVAL OF OBLIGATIONS** Section 2.1 shall not abrogate or otherwise affect the obligations, terms, and conditions that survive beyond the Agreement End Date, including but not limited to the following sections of this Agreement: Section 5.4 (Accounting Records), Section 5.5 (Documentation), and Section 5.8 (Conveyance of Project Property).

ARTICLE 3 **IDENTITIES OF THE PARTIES**

3.1 **ENHANCE IOWA BOARD** The **Enhance Iowa Board** is a public instrumentality of the State of Iowa that was legislatively created to organize, establish, oversee, and approve the administration of the Enhance Iowa Program and the Community Attraction and Tourism Program. Iowa Code Chapter 15F authorizes the Board and its programs. The Board's address is 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315. The Enhance Iowa program is administered by IEDA. IEDA's address is 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315.

3.2 **RECIPIENT** The **City of North Liberty** is an Iowa City located at 3 Quail Creek Circle, North Liberty, IA 52317.

ARTICLE 4 **FUNDING**

4.1 **FUNDING SOURCE** The source of funding for the award is funds legally available to the Board in the Community Attraction and Tourism Fund established pursuant to Iowa Code Section 15F.204. The funds of the State of Iowa, other than those of the CAT Fund, are not obligated or available to meet any obligations of the Board created by this Agreement, and this Agreement shall not constitute an obligation or debt of the Board or the State except to the extent expressly described herein from funds on hand that are legally available for such purposes.

4.2 **RECEIPT OF FUNDS** All payments under this Agreement are subject to possession by the Board of sufficient funds for the CAT Program. Any termination, reduction, or delay of CAT funds to the Board may, in the Board's sole discretion, result in the termination, reduction, or delay of CAT funds to Recipient and/or termination of this Agreement.

ARTICLE 5
TERMS OF GRANT

5.1 **GRANT** The Board shall make a Grant up to the amount first stated herein to Recipient to assist in financing the Project, all subject to Iowa Code Chapter 15F, the Board's administrative rules (261 Iowa Administrative Code Chapter 211), and the terms and conditions of this Agreement. A copy of Recipient's CAT Application describing the Project is an integral part of this Agreement and marked as Exhibit A.

5.2 **MAXIMUM PAYMENTS** It is expressly understood and agreed that the maximum amount to be paid to Recipient for Project activities shall conform to the budget as presented in the Program Description and Budget (Exhibit B). It is further understood and agreed that the total of all payments to Recipient for Project activities shall not exceed the Grant funds unless the amount is modified by written amendment of this Agreement.

5.3 **USE OF FUNDS** Recipient hereby agrees to construct and operate the Project as described in its CAT Application (Exhibit A) and the Project Description and Budget (Exhibit B). Recipient shall maintain the Project in accordance with the representations in Exhibits A and B during the term of this Agreement. Recipient shall allow the Board, its internal or external auditors, IEDA, the Auditor of the State of Iowa, the Treasurer of the State of Iowa, the Attorney General of the State of Iowa, and the Iowa Division of Criminal Investigations to inspect the Project facilities at all reasonable times to monitor and evaluate performance with Iowa law and the terms of this Agreement.

5.4 **ACCOUNTING RECORDS** Recipient shall maintain its books, records, and all other evidence pertaining to this Agreement in accordance with generally accepted accounting principles and such other procedures specified by the Board. Recipient shall account for all activity pertaining to the Agreement in a distinct and separate category within its accounting system. These records shall be available to the Board, its internal or external auditors, IEDA, the Auditor of the State of Iowa, the Treasurer of the State of Iowa, the Attorney General of the State of Iowa, and the Iowa Division of Criminal Investigations at all times during the duration of the Agreement and any extension thereof, and for three (3) years after the Agreement End Date.

5.5 **DOCUMENTATION** Within ten (10) days of receipt of a written request from the Board, Recipient shall deliver to IEDA,

- (i) Copies of all agreements or documents relating to the Project;
- (ii) Copies of all invoices, receipts, statements, or vouchers relating to the Project;
- (iii) A list of all unpaid bills for labor and materials in connection with the Project; and
- (iv) Budgets and revisions showing estimated Project costs and funds required at any given time to complete and pay for the Project.

Recipient shall be bound by Section 5.5 from the Effective Date to the date three (3) years after the Agreement End Date.

5.6 **COST VARIATION** In the event that the actual total Project Cost is less than the amount specified in Exhibit B of the Agreement, the Grant funds shall be reduced by the same ratio as the actual total Project Cost divided by the total Project Cost listed in Exhibit B. Any reimbursed excess above the reduced Grant funds amount shall be returned to IEDA.

Example:

If the total amount spent to complete the project is less than the total Project Cost specified in Exhibit B of the Grant Agreement, the Board or IEDA shall calculate the amount of Grant funds to be returned as follows: first, the total amount spent to complete the project is subtracted from the total Project Cost listed in Exhibit B to determine the change in Project Cost. Second, the change in Project Cost is divided

by the total Project Cost listed in Exhibit B. Third, this percentage is multiplied by the original Grant award. The product is the amount of the Grant award that Recipient shall return to IEDA.

Numbers from Exhibit B of the Agreement

- The funded project had a total project cost listed in Exhibit B of \$1,000,000
- The funded project had a total Grant funds listed in Exhibit B of \$200,000

Completed project numbers

- The project, when completed, had a total cost of \$900,000

Calculation of the amount to be returned

1. The actual total Project Cost (\$900,000) is subtracted from the total Project Cost listed in Exhibit B (\$1,000,000). This amount equals \$100,000.
2. \$100,000 divided by \$1,000,000 equals 10%.
3. 10% multiplied by \$200,000 equals \$20,000. **Recipient shall return \$20,000 to IEDA.**

5.7 **PRIOR COSTS** No expenditures made prior to the Effective Date may be included as Project Costs for the purposes of this Agreement.

5.8 **CONVEYANCE OF PROJECT PROPERTY** From the Effective Date to the date three (3) years after the Agreement End Date, Recipient shall not sell, transfer, convey, assign, encumber, or otherwise dispose of all or any portion of the Project property as described in Exhibit A without the written permission of the Board. Permission may be withheld in the sole discretion of the Board.

Should the Board grant permission to Recipient to sell, transfer, convey, assign, encumber, or otherwise dispose of any Project property, Recipient shall repay the full amount of the Grant award plus a pro-rata share of the profits realized by the sale of the Project property. The percentage of profit to be allocated to the Board shall be commensurate with the financial assistance contributed to the Project by the Board. The Board may waive its right to reimbursement, in whole or in part, if the Board determines, in its sole discretion, that the public interest would best be served thereby.

ARTICLE 6
CONDITIONS TO REIMBURSEMENT AND DISBURSEMENT OF FUNDS

6.1 **CONDITIONS TO REIMBURSEMENT** All of the following conditions shall be met before IEDA disburses Grant funds to Recipient:

(a) **AGREEMENT EXECUTED** This Grant Agreement shall be properly executed and returned to the Board within forty-five (45) days of the Board's transmittal of the final Agreement to Recipient.

(b) **BINDING FINANCIAL COMMITMENTS** Recipient shall obtain, to the satisfaction of the Board, all other legally binding financial commitments necessary to complete the Project. Failure to secure and submit documentation of such commitments to IEDA by March 6, 2024 may result in the rescission of the award and termination of this Agreement.

(c) **SUBMISSION OF RECIPIENT DOCUMENTATION** Prior to making any distribution of Grant funds, Recipient shall have submitted the following documents to IEDA:

For City/County recipient:

- (i) A resolution of the City Council/Board of Supervisors authorizing the execution and delivery by Recipient of this Agreement and such other documents as the Board or the Board's legal

counsel may reasonably request and specifying the officer(s) authorized to execute the Agreement and such other documents that are necessary to bind Recipient.

- (ii) Evidence acceptable to the Board or the Board's legal counsel of all other funding sources that have been committed to this Project.
- (iii) Form "W-9, Request for taxpayer identification number and certification."

6.2 **REIMBURSEMENT OF FUNDS** Grant funds are disbursed on a reimbursement basis. Recipient shall request reimbursement by submitting the request in the form designated by IEDA and submitting a Project progress report as described in Section 8.1(c) (Reports). The reimbursement form shall itemize Recipient's total actual allowable expenses. Expenses shall be documented in a manner acceptable to IEDA. Recipient shall also submit a Project progress report in the form designated by IEDA with each request for reimbursement.

IEDA will review the request and, if Recipient has met the requirements for reimbursement, will make the appropriate disbursement from the CAT Fund. The reimbursement will be limited to a pro-rata portion of Recipient's allowable expenses for the relevant period. No disbursements under \$500 will be made, except for the final draw of Grant funds.

(a) **RETAINAGE** Five percent (5%) of the Grant award will be withheld from disbursement until Agreement closeout procedures have been completed.

(b) **REIMBURSEMENT RATIO** When calculating the reimbursement ratio, IEDA will make an adjustment for up to twenty-five percent (25%) of the local match amount to be in-kind donations. The reimbursement ratio is calculated by dividing the Grant funds by the difference between the total Project Cost and the adjusted in-kind allowance.

Example:

Numbers from Exhibit B of the Agreement

- Total Project Cost: \$1,144,000
- Grant funds: \$200,000
- Local Match: \$944,000

In-kind allowance

- Local Match (\$944,000) multiplied by 25% equals \$236,000

Calculation of the reimbursement ratio

- The difference between the total Project Cost (\$1,144,000) and the in-kind allowance (\$236,000) equals \$908,000.
- The Grant funds (\$200,000) divided by \$908,000 equals 22%.
- The reimbursement ratio of Grant funds is 22%.

(c) **METHOD OF PAYMENT** Prior to reimbursement, Recipient shall specify the account to receive funds.

(d) **SUSPENSION OF REIMBURSEMENT** Upon the occurrence of an Event of Default as defined in this Agreement by Recipient, IEDA may suspend payment to Recipient until the default has been cured to the Board's satisfaction. Notwithstanding anything to the contrary in this Agreement, upon a termination of this Agreement because of an Event of Default by Recipient, Recipient will no longer have the right to receive any reimbursements after the date of the Event of Default.

(e) **INVESTMENT OF GRANT FUNDS** In the event that the Grant funds are not immediately utilized, temporarily idle Grant funds held by Recipient may be invested, provided that such investments shall be in accordance with Iowa law, including but not limited to the provisions of Iowa Code Chapter 12C concerning the deposit of public funds. Interest accrued on temporarily idle Grant funds held by Recipient shall be credited to and expended on the Project prior to the expenditure of other Grant proceeds.

All proceeds remaining, including accrued interest, after all allowable Project costs have been paid or obligated shall be returned to IEDA within thirty (30) days after the Project Completion Date. Within ten (10) days of receipt of a written request from the Board or IEDA, Recipient shall inform the Board in writing of the amount of unexpended Grant funds in Recipient's possession or under Recipient's control, whether in the form of cash on hand, investments, or otherwise.

ARTICLE 7 **REPRESENTATIONS AND WARRANTIES OF RECIPIENT**

To induce the Board to make the Grant award referred to in this Agreement, Recipient represents, covenants, and warrants that:

7.1 **AUTHORITY** Recipient is duly organized and validly existing under the laws of the State and is in good standing and has complied with all applicable laws of the State of Iowa. Recipient is duly authorized and empowered to execute and deliver this Agreement. All action on the part of Recipient, such as appropriate resolution of its governing body for the execution and delivery of the Agreement, has been effectively taken.

7.2 **FINANCIAL INFORMATION** All financial statements and related materials concerning Recipient and the Project provided to the Board are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the effective date of the statements and related materials, and no material adverse change has occurred since that date.

7.3 **APPLICATION** The contents of the CAT Application submitted by Recipient to the Board for CAT funding completely and accurately represents Recipient and the Project as of the date of submission and there has been no material adverse change in the organization, operation, Recipient prospects, fixed properties, key personnel, or Project plan since the date Recipient submitted the CAT Application to the Board.

7.4 **LITIGATION AND OTHER CONTROVERSIES** There is no litigation or governmental proceeding pending, nor to the knowledge of Recipient, threatened, against Recipient which, if adversely determined would be substantially likely to result in any material adverse change in Recipient's ability to complete the Project or the financial condition, properties, business or operations of the Project, nor is Recipient aware of any existing basis for any such litigation or governmental proceeding.

7.5 **EFFECTIVE DATE** The covenants, warranties, and representations of this Article are made as of the date of this Agreement and shall be deemed to be renewed and restated by Recipient when each advance or request for reimbursement of funds is submitted.

7.6 **PROJECT COST** Based on all information known or that should be known by Recipient, the estimated cost of the Project is \$8,456,898. If the estimated cost of the Project changes by more than five percent (5%), Recipient shall notify the Board within thirty (30) days of identifying that the Project Cost has changed. Upon notice of change in the estimated cost of the Project, the Board may exercise its discretion to adjust the reimbursement ratio accordingly.

ARTICLE 8 **COVENANTS OF RECIPIENT**

8.1 **AFFIRMATIVE COVENANTS** Until the terms of this Agreement are fulfilled, Recipient covenants to the Board that:

(a) **PROJECT WORK; OPERATION AND MAINTENANCE** Recipient shall complete the Project by December 31, 2025. For the purposes of this section, “complete” means the Project is fully constructed and operational at a level acceptable to the Board. For the duration of this Agreement, Recipient shall operate and maintain the Project facilities at a level acceptable to the Board.

(b) **NOTICE OF PROCEEDINGS** Recipient shall promptly notify the Board of the initiation of any claims, lawsuits, bankruptcy proceedings, or other proceedings brought against Recipient that would adversely impact the Project.

(c) **REPORTS** Recipient shall prepare, sign, and submit the requests and reports as specified below in the form and content specified by the Board. Recipient shall review all reimbursement requests and verify that claimed expenditures are allowable costs and submit Project progress reports with each reimbursement request. Recipient shall maintain documentation adequate to support the claimed costs. Upon request of the Board or IEDA, Recipient shall submit:

- (i) Annual audited financial statements.
- (ii) Certified year-end financial statements or balance sheets.
- (iii) Final Performance or Audit Reports.

The Board reserves the right to require more frequent submission of any of the above reports if, in the opinion of the Board, more frequent submissions would help improve Recipient’s Project performance.

(d) **NOTICE OF MEETINGS** Recipient shall notify the Board at least ten (10) working days in advance of all meetings of its governing body at which the subject matter of this Agreement or Project is proposed to be discussed. Recipient shall provide the Board with copies of the agenda and minutes of such meetings and expressly agrees that a representative of the Board may attend all such meetings for the purposes of the discussion of this Project.

(e) **INDEMNIFICATION** Recipient shall indemnify, defend, and hold harmless the Board; IEDA; the State of Iowa; and its departments, divisions, agencies, sections, commissions, officers, employees, and agents from and against all losses, liabilities, penalties, fines, damages, and claims, including but not limited to taxes, and all related costs and expenses, including but not limited to reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest, and penalties arising from or in connection with any of the following:

- (i) Any claim, demand, action, citation, or legal proceeding arising out of or resulting from the Project;
- (ii) Any claim, demand, action, citation, or legal proceeding arising out of or resulting from a breach by Recipient of any representation or warranty made by Recipient in the Agreement;
- (iii) Any claim, demand, action, citation, or legal proceeding arising out of or related to occurrences that Recipient is required to insure against as provided for in this Agreement; and
- (iv) Any claim, demand, action, citation, or legal proceeding that results from an act or omission

of Recipient or any of its agents in its capacity as an employer of a person.

(f) **RELEASE** Recipient shall release, discharge, and relinquish the Board; all Board members; IEDA; the State of Iowa; and all departments, divisions, agencies, sections, commissions, officers, employers, agents, contractors, associates, and affiliates of the State of Iowa from any and all liability resulting from or related to the termination, suspension, reduction, or delay of grant proceeds under this contract, including but not limited to a termination, suspension, reduction, or delay under the following sections of this Agreement: Section 4.2 (Receipt of Funds), Section 6.2(d) (Suspension of Reimbursement), Section 9.5 (Remedies Upon Default), Section 9.6 (Termination for Convenience), and Section 9.7 (Procedure Upon Termination).

(g) **PROJECT FEES** Recipient shall promptly pay all appraisal, survey, recording, title, license, permit, and other fees and expenses incurred incident to the Project funded by this Agreement.

(h) **INTEREST AND SURPLUS PROCEEDS** Recipient shall return all unexpended Grant funds and interest accrued on Grant funds to IEDA within thirty (30) days after the Project Completion Date.

8.2 **NEGATIVE COVENANTS** Throughout the terms of this Agreement, Recipient shall not, without prior written disclosure to the Board and prior written consent of the Board:

(a) **RECIPIENT'S INTEREST** Assign, waive, or transfer any of Recipient's rights, powers, duties, or obligations under this Agreement.

(b) **PROPERTY/COLLATERAL** Sell, transfer, convey, assign, encumber, or otherwise dispose of any of the real property for the Project.

(c) **RESTRICTIONS** Place or permit any restrictions, covenants, or any similar limitations on the real property or the Project.

(d) **REMOVAL OF PROJECT PROPERTY** Remove from the Project site or the State all or any part of the Project property.

(e) **RECIPIENT OWNERSHIP** Change the ownership, structure, or control of Recipient including but not limited to, entering into any merger or consolidation with any person, firm or corporation or permitting substantial distribution, liquidation or other disposal of Recipient's assets directly associated with the Project, if such change materially affects the Project. Recipient shall notify the Board forty-five (45) days prior to any change in Recipient's ownership, structure, or control. A change in board membership of Recipient, which takes place in the normal course of business, does not require Board consent. The Board has sole discretion to determine whether the change materially affects the Project. The Board shall not unreasonably withhold consent and will notify Recipient prior to the expiration of the 45-day period if it determines that the change in ownership, structure, or control does not materially affect the Project and therefore does not require Board consent.

(f) **RECIPIENT OPERATION** Materially change the scope or use of the Project or the nature of the business and activities being conducted or proposed to be conducted by Recipient as described in Recipient's approved CAT Application (Exhibit A), unless the change is approved in writing by the Board. The Board shall determine the materiality of the change.

ARTICLE 9 **DEFAULT; REMEDIES; AND TERMINATION**

9.1 **NOTICE OF EVENT(S) OF DEFAULT** Recipient shall promptly notify the Board upon becoming aware of an actual or imminent Event of Default by Recipient.

9.2 **EVENT(S) OF DEFAULT** Each of the following shall constitute an Event of Default under this Agreement:

(a) **MATERIAL MISREPRESENTATION** Any representation, warranty or statement made or furnished to the Board by, or on behalf of, Recipient in connection with this Agreement or to induce the Board to make a Grant to Recipient shall be determined by the Board to be incorrect, false, misleading, or erroneous in any material respect when made or furnished.

(b) **NONCOMPLIANCE** Recipient fails to comply with Iowa Code Chapter 15F, the Board's administrative rules (261 Iowa Administrative Code Chapter 211), or any of the covenants, terms or conditions contained in this Agreement or documents executed pursuant to this Agreement.

(c) **FAILURE TO COMPLETE PROJECT** The Project, in the sole judgment of the Board, is not completed on or before the Project Completion Date. For the purposes of this section, "completed" means the Project is fully constructed and operational.

(d) **FAILURE TO OPERATE AND MAINTAIN** Recipient fails to operate and maintain the Project facilities for the duration of this Agreement.

(e) **RECIPIENT CHANGES** There is a material change in Recipient's ownership, structure, or control that occurs without the prior written disclosure to and, if required, written consent of the Board.

(f) **MISSPENDING** Recipient expends Grant funds for purposes not described in the CAT Application as approved by the Board (Exhibit A) or the Program Description and Budget (Exhibit B).

(g) **INSOLVENCY OR BANKRUPTCY** Recipient becomes insolvent or bankrupt, or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or Recipient applies for or consents to the appointment of a trustee or receiver for Recipient or for the major part of its property; or if a trustee or receiver is appointed for Recipient or for all or a substantial part of the assets of Recipient and the order of such appointment is not discharged, vacated or stayed within sixty (60) days after such appointment; or if bankruptcy, reorganization, arrangement, insolvency, or liquidation proceedings or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors are instituted by or against Recipient and, if instituted against Recipient, are consented to, or, if contested by Recipient, such proceeding is not dismissed by the adverse parties or by an order, decree or judgment within sixty (60) days after such institution.

(h) **INSURANCE** Loss, theft, damage, or destruction of any substantial portion of the Project property occurs for which there is either no insurance coverage or for which, in the opinion of the Board, there is insufficient insurance coverage.

(i) **INSECURITY** The Board in good faith deems itself insecure and reasonably believes, after consideration of all the facts and circumstances then existing, that the prospect of payment and satisfaction of the obligations under this Agreement or the performance of or observance of the covenants in this Agreement or the value of its collateral is or will be materially impaired.

(j) **CONVEYANCE OF RESPONSIBILITIES** Recipient assigns, waives, or transfers any of Recipient's rights, powers, duties, or obligations under this Agreement without written permission of the Board.

(k) **CONVEYANCE OF PROPERTY** Recipient sells, transfers, conveys, assigns, encumbers, or otherwise disposes of any real property of the Project without written permission of the Board.

(I) **NO DISBURSEMENT OF FUNDS** IEDA has not disbursed CAT funds within the twelve (12) months immediately following the Effective Date.

9.4 **NOTICE OF DEFAULT** The Board shall issue a written notice of default providing therein a thirty (30) day period during which Recipient shall have an opportunity to cure. Notwithstanding this Section 9.4, if the Board determines cure is not possible or feasible, the Board may immediately deem Recipient in default without prior written notice or opportunity to cure.

9.5 **REMEDIES UPON DEFAULT** Upon the occurrence of any Event of Default, the Board shall have the right to terminate this Agreement and to require immediate repayment of the full amount of funds disbursed to Recipient under this Agreement plus interest at the rate of ten percent (10%) per annum without presentment, demand, protest, notice of protest, notice of intention to accelerate, or other notice of any kind, all of which are expressly waived by Recipient.

9.6 **TERMINATION FOR CONVENIENCE** In addition to termination due to an Event of Default or nonappropriation of CAT funds, this Agreement may be terminated in whole, or in part, when the Board and Recipient agree that the continuation of the Project would not produce beneficial results commensurate with the future disbursement of funds.

9.7 **PROCEDURE UPON TERMINATION** If this Agreement is terminated for convenience, reimbursement shall be allowed for costs expended up to the date of termination determined by the Board to be in compliance with Iowa Code Chapter 15F, the Board's administrative rules (261 Iowa Administrative Code Chapter 211), and this Agreement. If this Agreement is terminated for an Event of Default, nonappropriation of funds, or a reduction of appropriated funds, the Board may, in its sole discretion, allow reimbursement or partial reimbursement for costs up to the date of termination determined by the Board to be in compliance with Iowa Code Chapter 15F, the Board's administrative rules (261 Iowa Administrative Code Chapter 211), and this Agreement. Recipient shall return to IEDA all unencumbered Grant funds within one (1) week of receipt of Notice of Termination. Any costs previously paid by the Board that are subsequently determined to be unallowable through audit procedures shall be returned to the Board within thirty (30) days of the disallowance.

ARTICLE 10 **GENERAL TERMS AND PROVISIONS**

10.1 **BINDING EFFECT** This Agreement shall be binding upon and shall inure to the benefit of the Board and Recipient and their respective heirs, successors, legal representatives, and assigns. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions, and conditions of this Agreement shall be jointly and severally enforceable against the parties to this Agreement.

10.2 **TIMELY PERFORMANCE** The parties agree that the dates and time periods specified in this Agreement are of the essence to the satisfactory performance of this Agreement.

10.3 **ENHANCE IOWA RECOGNITION** The Project shall permanently recognize, in a manner acceptable to IEDA, the financial contribution to the Project made by the State of Iowa through the Community Attraction and Tourism Program.

10.4 COMPLIANCE WITH LAWS AND REGULATIONS

(a) Recipient shall comply with all applicable State and federal laws, rules, ordinances, regulations and orders. Recipient shall comply with Iowa Code Chapter 15F and the Board's administrative rules (261 Iowa Administrative Code Chapter 211).

(b) Recipient shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing within the scope of this Agreement, including without limitation, all laws applicable to the prevention of discrimination in employment, the administrative rules of the Iowa Department of Management or the Iowa Civil Rights Commission which pertain to equal employment opportunity and affirmative action, laws relating to prevailing wages, occupational safety and health standards, prevention of discrimination in employment, payment of taxes, gift laws, lobbying laws, and laws relating to the use of targeted small businesses as contractors or suppliers.

(c) Recipient declares that it has complied or will comply, in a timely fashion, with all federal, state, and local laws regarding permits, licenses, and clearances that may be required to carry out the Project.

(d) As required by Iowa Code Section 15F.106, Recipient shall provide and pay at least fifty percent (50%) of the cost of a standard medical insurance plan for all full-time employees working at the Project after the completion of the Project.

(e) The Board may consider the failure of Recipient to comply with any law or regulation as a material breach of this Agreement. In addition, Recipient may be declared ineligible for future Community Attraction and Tourism Program assistance or be subjected to other sanctions, as defined by law, for failure to comply with this section.

10.5 SURVIVAL OF AGREEMENT Each provision of this Agreement shall be deemed severable from all other provisions of the Agreement and, if one or more of the provisions of the Agreement shall be declared invalid, the remaining provisions of the Agreement shall remain in full force and effect.

10.6 CHOICE OF LAW AND FORUM The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to any other principles of conflicts of law.

In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the proceeding shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if such court has jurisdiction. If however, such court lacks jurisdiction and jurisdiction lies only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division.

This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the Enhance Iowa Board, the State of Iowa or their Board members, officers, employees or agents.

10.7 NO THIRD-PARTY BENEFICIARIES There are no third-party beneficiaries to this Agreement.

10.8 MODIFICATION Neither this Agreement nor any documents incorporated by reference in connection with this Agreement may be changed, waived, discharged, or terminated orally, but only as provided below:

(a) **WRITING REQUIRED** The Agreement may only be amended through written prior approval of the Board. Examples of situations where amendments are required include, but are not limited to, extensions for completion of Project activities and changes to the Project including, but not limited to, alteration of existing approved activities or inclusion of new activities.

(b) **BOARD REVIEW** The Board will consider whether an amendment request is so substantial as to necessitate reevaluating the Board's original funding decision on the Project. The Board will deny an amendment if it substantially alters the circumstances under which the Project funding was originally approved or if it does not meet requirements set forth in Iowa Code Chapter 15F or 261 Iowa Administrative Code Chapter 211.

10.9 **NOTICES** Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be in writing, enclosed in an envelope, addressed to the party to be notified at the address heretofore stated (or at such other address as may have been designated by written notice), properly stamped, sealed and deposited in the United States Mail. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or three (3) days after posting. The Board may rely on the addresses of Recipient as set forth heretofore.

10.10 **WAIVERS** No waiver by the Board of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Board in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Board shall preclude future exercise thereof or the exercise of any other right or remedy.

10.11 **LIMITATION** It is agreed by Recipient that the Board shall not, under any circumstances, be obligated financially under this Agreement except to disburse funds according to the terms of the Agreement.

10.12 **ENFORCEMENT EXPENSES** Recipient shall pay upon demand all reasonable fees and expenses, including but not limited to the fees and expenses of the Board's attorneys, including the Iowa Attorney General, experts and agents, in connection with the exercise or enforcement of any of the Board's rights under the Agreement.

10.13 **HEADINGS** The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Agreement.

10.14 **EVENT OF BOARD DISSOLUTION** Recipient hereby acknowledges that the Enhance Iowa Board is a public instrumentality of the State of Iowa and that, in the event that the Board is dissolved for any reason, the State of Iowa is entitled to enforce any right, title, or interest held by the Board and that all Recipient's obligations hereunder are also owed to the State of Iowa.

10.15 **FINAL AUTHORITY** The Board shall have the final authority to assess whether Recipient has complied with the terms of this Agreement. The Board's decision shall be final and binding on all questions concerning the interpretation of this Agreement.

10.16 **INTEGRATION** This Agreement contains the entire understanding between Recipient and the Board relating to this Project and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are nonbinding, void, and of no effect. None of the Parties has relied on any such prior representation in entering into this Agreement.

10.17 **COUNTERPARTS** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but the same instrument.

10.18 **DOCUMENTS INCORPORATED BY REFERENCE** The following documents are hereby incorporated by reference:

- (a) Exhibit A - CAT Application, as approved by the Enhance Iowa Board. Due to its size, Exhibit A will not be attached to this Agreement, but will be kept on file at IEDA.
- (b) Exhibit B - Program Description and Budget.

10.19 **ORDER OF PRIORITY** In the event of a conflict between documents, the following order of priority shall be applied:

- (a) Articles 1-10 of this Grant Agreement.
- (b) Exhibit B - Program Description and Budget.

CAT Agreement Number: 24-CAT-003
City of North Liberty

(c) Exhibit A - CAT Application as approved by the Enhance Iowa Board.

IN WITNESS WHEREOF in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement, effective as of the Effective Date first stated.

FOR THE ENHANCE IOWA BOARD:

BY: _____
Steve Roesner, Chair

FOR RECIPIENT:

BY: _____
Name and Title

CAT Agreement Number: 24-CAT-003
City of North Liberty

LIST OF EXHIBITS

- | | |
|-----------|---|
| Exhibit A | CAT Application as approved by the Enhance Iowa Board (on file with IEDA) |
| Exhibit B | Program Description and Budget |

**COMMUNITY ATTRACTION AND TOURISM (CAT)
PROGRAM DESCRIPTION AND BUDGET**

EXHIBIT B

Recipient: City of North Liberty

Award Date: December 7, 2023

Agreement Number: 24-CAT-003

PROJECT DESCRIPTION	AMOUNT BUDGETED		
	CAT	MATCH	TOTAL
<p>Centennial Center will be a 13,000 square-foot event center with an outdoor stage specifically and uniquely designed to accommodate crowds from 500-5,000. The interior of the facility will accommodate events for up to 500 people.</p> <p>The outdoor stage will be 2,7000 square feet with a high arched roof to accomodate a symphony and other traveling events</p>	\$900,000	\$7,556,898	\$8,456,898
TOTAL OF ALL FUNDS BUDGETED:	\$900,000	\$7,556,898	\$8,456,898

Disbursement ratio: 14%

Resolution No. 2024-05

**RESOLUTION APPROVING THE COMMUNITY
ATTRACTION AND TOURISM (CAT) GRANT
AGREEMENT (24-CAT-003) BETWEEN THE CITY OF
NORTH LIBERTY AND THE ENHANCE IOWA BOARD
THAT ESTABLISHES THE TERMS AND CONDITIONS
UNDER WHICH A GRANT FOR CENTENNIAL CENTER
WILL BE PROVIDED**

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

WHEREAS, the City of North Liberty submitted a Community Attraction and Tourism (CAT) application to the Enhance Iowa Board for the Centennial Project ; and

WHEREAS, the Enhance Iowa Board voted unanimously on December 7, 2023 to award a grant of \$900,000 to the City of North Liberty Centennial Center Project subject to terms and conditions; and

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

NOW, THEREFORE, BE IT RESOLVED that that the Community Attraction and Tourism Grant Agreement between the City of North Liberty and the Enhance Iowa Board is approved for the Centennial Center, North Liberty, Iowa.

BE IT FURTHER RESOLVED that the City Administrator is hereby authorized and ordered to execute the agreement.

APPROVED AND ADOPTED this 9th day of January, 2024.

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



**Pratt Real Estate
Management Preliminary
Site Plan**



January 2, 2024

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

Re: Request of Pratt Real Estate Management, Inc. to approve a Preliminary Site Plan for a 9,020 square foot multi-tenant commercial building on 1.51 acres. The property is located at the northwest corner of West Penn Street and North Jones Boulevard.

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its January 2, 2024 meeting. The Planning Commission took the following action:

Finding:

1. The preliminary site plan would achieve consistency with the approval standards enumerated in Section 165.05(2)(E) of the Zoning Code.

Recommendation:

The Planning Commission accepted the listed finding and forwards the preliminary site plan to the City Council with a recommendation for approval.

The vote for approval was 7-0.

Josey Bathke, Chairperson
City of North Liberty Planning Commission

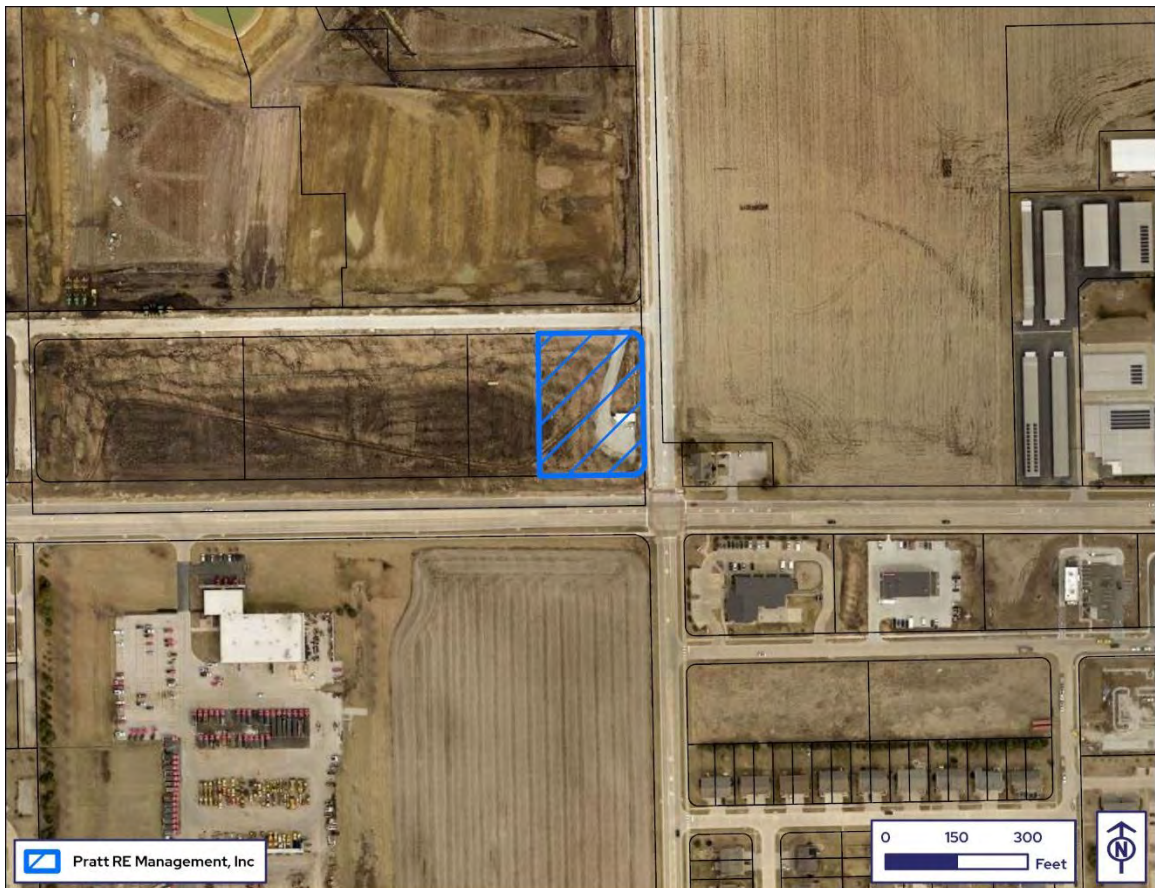


To **City of North Liberty Planning Commission**
From **Ryan Rusnak, AICP**
Date **December 28, 2023**
Re **Request of Pratt Real Estate Management, Inc. to approve a Preliminary Site Plan for a 9,020 square foot multi-tenant commercial building on 1.51 acres. The property is located at the northwest corner of West Penn Street and North Jones Boulevard.**

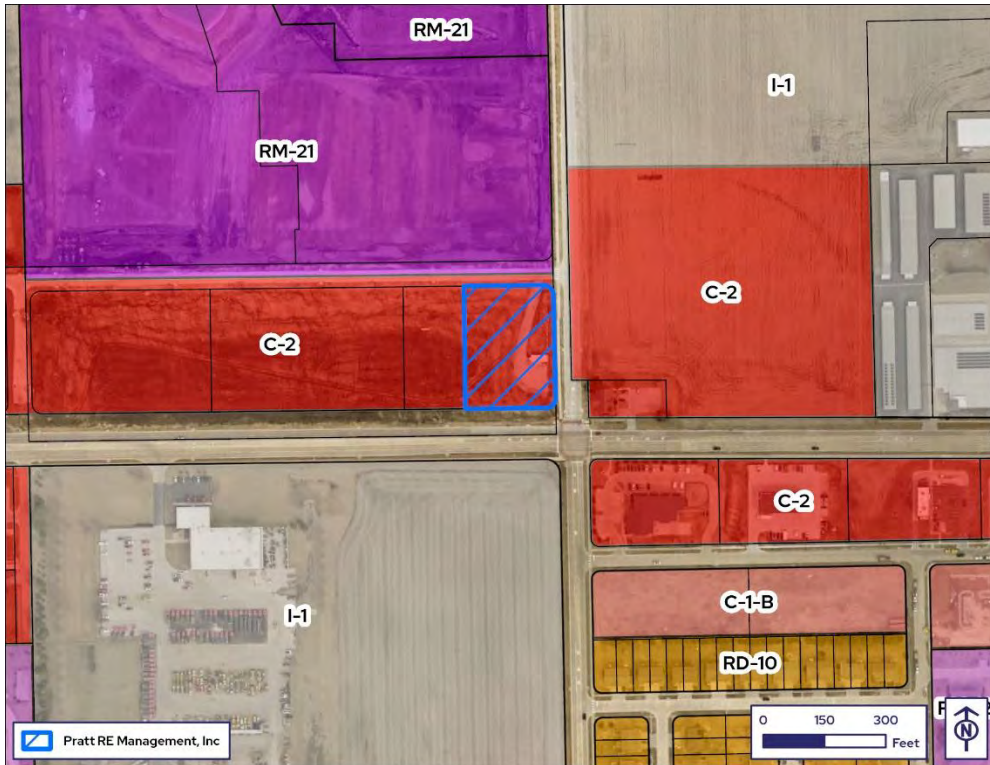
North Liberty City staff has reviewed the subject submission, and offer comments presented in this memo. The staff review team includes the following personnel:

- Ryan Heiar, City Administrator
- Tracey Mulcahey, Assistant City Administrator
- Grant Lientz, City Attorney
- Tom Palmer, City Building Official
- Josiah Biskemper, City Engineer
- Ryan Rusnak, Planning Director

- 1. Request Summary:** The site plan proposes a single-story multi-tenant commercial building with drive through on approximately 1.51 acres.

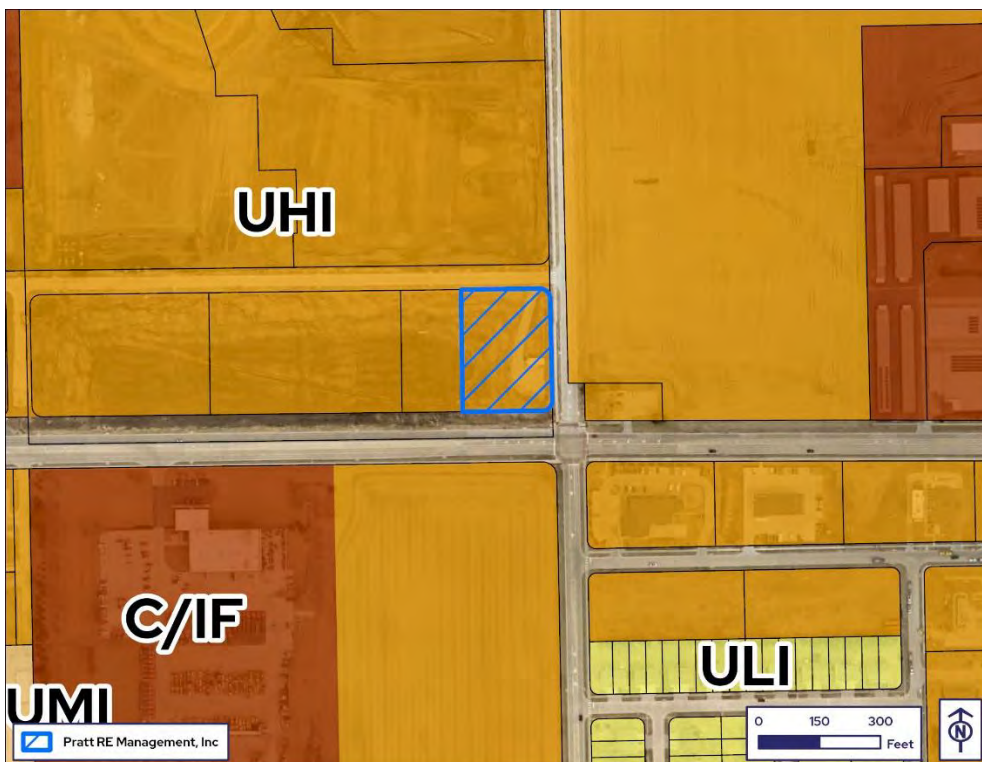


2. **Current Zoning:** C-2 Highway Commercial District.



3. **Comprehensive Plan Future Land Use Map Designation:** Urban High Intensity.

Future Land Use Map (FLUM)



4. Approval Standards:

Section 165.05(2)(E) of the North Liberty Code of Ordinances sets forth the approval standards (ordinance language in *italics* and staff analysis in **bold**).

E. Approval Standards. The Planning Commission's recommendation to the City Council and the City Council's decision to approve or disapprove a preliminary site plan shall be informed by the preliminary site plan's adherence to the following standards:

(1) *The consistency of the preliminary site plan with all adopted ordinances and regulations.*

See analysis below.

(2) *The consistency of the proposed land use with the Comprehensive Plan and any adopted land use policies. The submission of a preliminary site plan which proposes one or more uses inconsistent with the City's Future Land Use Map creates a rebuttable presumption that said use or uses are inharmonious with surrounding properties and incompatible with orderly development and redevelopment.*

The C-2 District is consistent with the UHI Land Use Map designation.

Analysis of adopted ordinances and regulations.

Section 168.07 of the North Liberty Code of Ordinances for the intended uses of the property.

Restaurant.

A. Defined. Restaurant means an establishment where food and drinks, including alcoholic beverages, are provided to the public for on-premises consumption by seated patrons and/or for carry-out service.

B. Use Standards.

Retail Goods Establishment.

A. Defined. Means an establishment that provides physical goods, products, or merchandise directly to the consumer, where such goods are available for immediate purchase and removal from the premises by the purchaser. Retail goods establishment does not include micro fulfillment center.

B. Use Standards. None.

Drive-Through Facility.

A. Defined. Drive-Through Facility means that portion of a business where business is transacted directly with customers via a service window that allows customers to remain in their vehicle. A drive through facility must be approved separately as a principal use when in conjunction with another principal uses such as restaurants and financial institutions. A standalone ATM is considered a drive-through facility for the purposes of this definition.

B. Use Standards.

(1) All drive-through facilities must provide a minimum of four stacking spaces per lane or bay, unless additional stacking spaces are specifically required by this Ordinance. Stacking spaces provided for drive-through uses must:

- (i) Be a minimum of nine feet in width, as measured from the outermost point of any service window or bay entrance, to the edge of the driveway, and 18 feet in length. In the case of a recessed service window, the measurement is taken from the building wall.
- (ii) Begin behind the vehicle parked at a final point of service exiting the drive through aisle, such as a service window or car wash bay (this does not include a menu board). Spaces must be placed in a single line behind each lane or bay.
- (2) All drive-through lanes must be located and designed to ensure that they do not adversely affect traffic circulation on adjoining streets.

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

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

North Liberty Code of Ordinances Section 169.10 entitled, "Design Standards" sets forth certain design standards.

Requirements for All Districts (ordinance language in *italics* and staff analysis in **bold**).

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

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

Requirements for Development in Commercial Districts (ordinance language in *italics*).

- *Design. To achieve appealing aesthetic design through high quality architecture and construction, with attention to placement, relationship, and orientation of structures and amenities to provide both internal cohesiveness and compatibility with surrounding uses.*
- *Walkability. To achieve overall development patterns that encourage walking and reduce dependence on the automobile to travel from one business to another, and so reduces the dominance of the automobile within the development.*
- *Human-scale Activity. To achieve a sense of place by emphasizing pedestrian interaction with commercial uses rather than sprawling automobile-dominated designs, both in building architecture and public or private outdoor areas.*
- *Compatible Uses. To achieve the right blend of uses, compact and well-designed, that complement each other and provide cohesive overall developments.*
- *Materials. Minimum required masonry on all building elevations is 60%. Exterior walls not composed of masonry products shall not be covered with ribbed.*

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

5. Additional information:

From a design perspective, double-frontage lots can be a challenge. The south façade facing West Penn Street West Penn Street should be a principal consideration with respect to community design. However, the north façade is the front of the building from the user's perspective. Staff worked with the applicant to achieve a higher-level of design on the back (south façade) of the building. This is reflected in the current site plan and building elevations.

6. Staff Recommendation:

Finding:

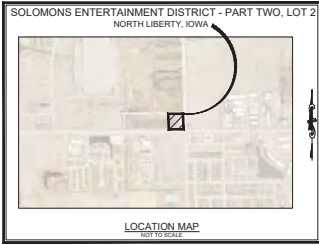
1. The preliminary site plan would achieve consistency with the approval standards enumerated in Section 165.05(2)(E) of the Zoning Code.

Recommendation:

Staff recommends the Planning Commission accept the listed finding and forward the request to approve a preliminary site plan for a 9,020 square foot multi-tenant commercial building on 1.51 acres to the City Council with a recommendation for approval.

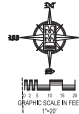
Suggested motion:

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



PRELIMINARY SITE PLAN SOLOMONS ENTERTAINMENT DISTRICT - PART TWO, LOT 2 NORTH LIBERTY, IOWA

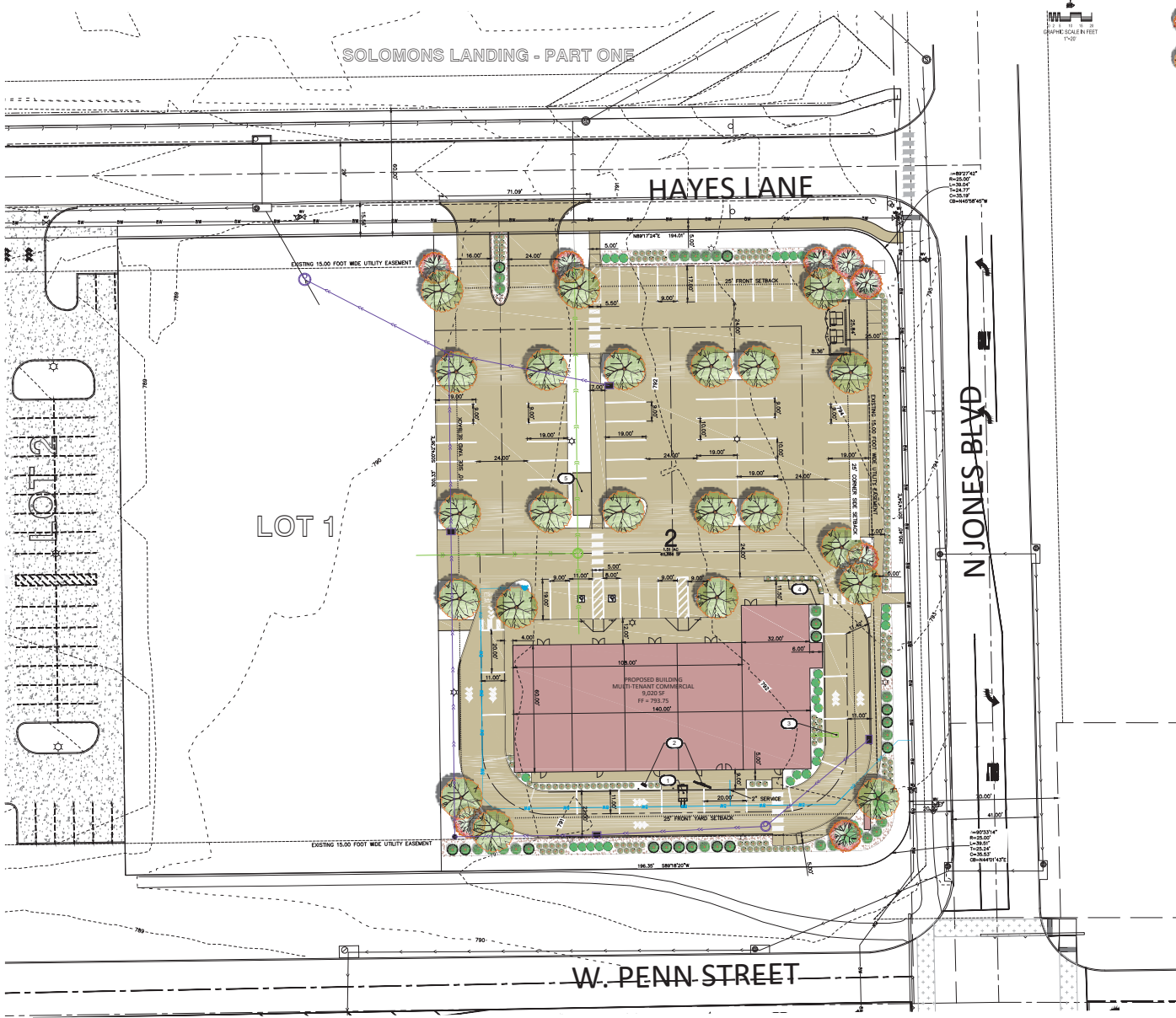
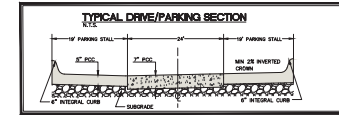
- PARKING OF LANDSCAPE:**
SHRUBS MUST FORM A CONTINUOUS LINEAR HEDGEROW AT MATURITY.
1. SHADE TREE FROM EVERY 50' OF PERIMETER LANDSCAPE VARD.
2. 50' / 50' = 12 TREES REQUIRED.
- PARKING OF INTERIOR LANDSCAPE:**
ONE TREE OF PARKING SPACE TERMINALS IN A LANDSCAPE ISLAND.
1. ISLAND FOR EVERY 15 PARKING SPACES.
2. SHADE TREE IN EVERY LANDSCAPE ISLAND.
- OLDEST TREES:**
THERE MUST BE 2,000' OF OF BUILDING FOOTPRINT.
1. 9,000' / 2,000' = 9 TREES REQUIRED.



CONCEPT PLANT SCHEDULE

	ORNAMENTAL TREE	8
	SHADE TREE	21
	DECIDUOUS SHRUB	37
	EVERGREEN SHRUB	42
	ORNAMENTAL GRASS	173

SYMBOL	DESCRIPTION
	METAL ORDERING STATION
	METAL DISPLAY BOARDS
	METAL GREASE TRAP - REFERENCE PLUMBING PLAN BY OTHERS FOR FINAL DESIGN
	PATIO, METAL 2' HIGH DECORATIVE METAL WALL
	BIKE RACK



STANDARD LEGEND AND NOTES

	PROPERTY BOUNDARY
	EASEMENT
	UTILITY LINE
	STORM SEWER
	SANITARY SEWER
	FIRE HYDRANT
	POWER POLE
	LIGHT POLE
	DRAINAGE MANHOLE
	STORM SEWER MANHOLE
	SANITARY SEWER MANHOLE
	ELECTRICAL LINE
	TELEPHONE LINE
	FIRE ALARM LINE
	CONTOUR LINE (INTERVAL)
	PROPOSED GROUND
	EXISTING DECIDUOUS TREE & SHRUB
	EXISTING EVERGREEN TREE & SHRUB

PROPERTY INFORMATION:
PROPERTY: 15.00 ACRES
OWNER: SOLOMONS ENTERTAINMENT DISTRICT - PART TWO, LOT 2
ADDRESS: 15.00 ACRES, NORTH LIBERTY, IOWA 52451

DEVELOPMENT CHARACTERISTICS:
CURRENT ZONING: C-3-A
BUILDING SETBACKS: FRONT 25 FEET, SIDE 10 FEET, REAR 10 FEET
PARKING SETBACKS: FRONT 15 FEET, SIDE 5 FEET, REAR 5 FEET
MINIMUM LOT REQUIREMENTS: 15 FEET, 35 FEET, 35 FEET
LOT WIDTH: 150 FEET
MINIMUM BUILDING HEIGHT: 10 FEET

USE CHARACTERISTICS:
BUILDING AREA - PROPOSED: 8,000 SF (15,700)
PARKING AREA - PROPOSED: 16,400 SF (24,800)
GREEN SPACE AREA: 16,400 SF (24,800)

PARKING REQUIREMENTS:
MULTI-TENANT COMMERCIAL (0.800 SF) 1 SPACE PER 300 SF OF SPACES
TOTAL SPACES REQUIRED: 50 SPACES
SPACES PROVIDED: 50 SPACES (5 ADA)

GENERAL NOTES:
- ALL SHOULDER MOUNTED MECHANICAL UNITS SHALL BE SCREENED WITH LANDSCAPE.
- DRIVE WALKS SHALL BE DESIGNED TO SUPPORT THE APPROPRIATE BEARING AT LEAST 75,000 LBS.
- ALL 3" MINIMUM FROM FIRE HYDRANT TO TREE.
- ALL PROPOSED UTILITIES SHOWN ARE PRIVATE.

IOWA ONE CALL

IF YOU ARE A HOMEOWNER OR BUSINESS OWNER, YOU MUST CALL 800-368-6868 TO REPORT ANY POTENTIAL PROBLEMS WITH YOUR UTILITY LINES BEFORE YOU START ANY EXCAVATION WORK.

IF YOU ARE A CONTRACTOR, YOU MUST CALL 800-368-6868 TO REPORT ANY POTENTIAL PROBLEMS WITH YOUR UTILITY LINES BEFORE YOU START ANY EXCAVATION WORK.

I hereby certify that this engineering document was prepared by me or under my direct supervision and control and that I am a duly Licensed Professional Engineer under the laws of the State of Iowa.

SEAL

11-22-23

11669-002

MMS CONSULTANTS, INC.

CML ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS

1917 S. GILBERT ST.
IOWA CITY, IOWA 52242
(319) 351-6262
www.mmsconsultants.com

PRELIMINARY SITE PLAN

Date: 11-22-23
Revision: 1

SOLOMONS ENTERTAINMENT DISTRICT - PART TWO, LOT 2

NORTH LIBERTY
JOHNSON COUNTY
IOWA

MMS CONSULTANTS, INC.
Date: 11-22-23
Designed by: [Name]
Drawn by: [Name]
Checked by: [Name]
Project No: 11669-002

North Liberty Retail Renders

12/19/23





North facade
Hayes Lane





West facade



South facade
W Penn Street





East facade
.....
N Jones Blvd







North facade
Hayes Lane







South facade
W Penn Street



Resolution No. 2024-06

RESOLUTION APPROVING THE PRELIMINARY SITE PLAN FOR SOLOMONS ENTERTAINMENT DISTRICT – PART TWO, LOT 2, NORTH LIBERTY, IOWA

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

WHEREAS, the owner and applicant, Pratt Real Estate Management, Inc., has filed with the City Clerk a preliminary site plan;

WHEREAS, the property is described as:

Lot 2 of Solomons Entertainment District – Part Two, North Liberty, Iowa, in accordance with the recorded plat thereof, containing 1.51 acres, and subject to easements and restrictions of record;

WHEREAS, said preliminary site plan has one finding:

1. The preliminary site plan would achieve consistency with the approval standards enumerated in Section 165.05(2)(E) of the Zoning Code.

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of North Liberty, Iowa, does hereby approve the preliminary site plan for Solomons Entertainment District – Part Two, Lot 2, North Liberty, Iowa.

APPROVED AND ADOPTED this 9th day of January, 2024.

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



West Penn Improvement Project

Resolution No. 2024-07

**A RESOLUTION APPROVING THE ACQUISITION OF
RIGHT OF WAY FROM HICKORY POINTE, LLC FOR THE
WEST PENN STREET IMPROVEMENT PROJECT**

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

WHEREAS, the City of North Liberty, together with Johnson County, is planning the West Penn Street Improvement Project (the "Project") adjacent to property owned by Hickory Pointe LLC; and

WHEREAS, the City Council desires to acquire a portion of property owned by Hickory Pointe, LLC for the purposes of public right-of-way required by the Project; and

WHEREAS, a deed from Hickory Pointe, 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 Hickory Pointe, LLC for the right-of-way in the total amount of Eight Thousand Five Hundred Forty-four Dollars (\$8,544.00).

NOW, THEREFORE, BE IT RESOLVED that that the attached Warranty Deed to establish right of way on property owned by Hickory Pointe, LLC is accepted. The City Attorney shall record said deeds upon confirmation of receipt of payment by the property owner.

APPROVED AND ADOPTED this 9th day of January, 2024.

CITY OF NORTH LIBERTY:

CHRIS HOFFMAN, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

Prepared by and return to: Grant D. Lientz, 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, HICKORY POINTE, LLC, does hereby convey to the CITY OF NORTH LIBERTY, IOWA, the following described real estate in Johnson County, Iowa:

That part of Lot 3, I-380 Industrial Park (Final Plat recorded in Plat Book 41, Page 200 at the Johnson County Recorder's Office) North Liberty, Johnson County, Iowa described as follows: Commencing as a point of reference at the Northwest Corner of the Southwest Quarter of Section 10, Township 80 North, Range 7 West of the 5th P.M.; thence North 90°00'00" East 1330.14 feet along the north line of said Southwest Quarter (assumed bearing for this description only); thence South 0°18'56" East 31.77 feet along the west line of said Lot 3 extended to the northwest corner of said Lot 3, said corner being the point of beginning; thence North 90°00'00" East 284.84 feet along the north line of said Lot 3 to the northeast corner of said Lot 3; thence South 0°01'29" West 6.23 feet along the east line of said Lot 3; thence North 90°00'00" West 284.80 along a line parallel with and 38 feet in perpendicular distance southerly from said north line of said Southwest Quarter to a point of intersection with the west line of said Lot 3; thence North 0°18'56" West 6.23 feet along said west line to the point of beginning. Area: 1,775 square feet.

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.

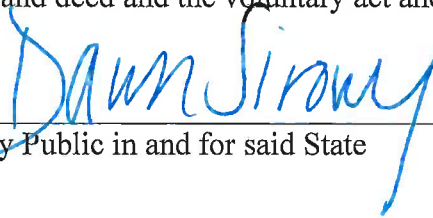
Date this 14th day of December, 2023



Hickory Pointe, LLC
by Jason P. Starr, Manager

STATE OF Iowa, COUNTY OF Johnson: ss

On this 14th day of December, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jason P. Starr, to me personally known, who, being by me duly sworn, did say that he is a member and manager of Hickory Pointe, LLC, an Iowa limited liability company, and that the instrument was signed on behalf of the company by the authority of its members, and that Jason P. Starr acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the company, by it and by him voluntarily executed.



Notary Public in and for said State





Additional Information



To **Mayor and City Council**
CC **City Administrator**
From **Tom Palmer, Building Official**
Date **1/4/2023**
Re **Monthly Report**

December Permits:

48 permits were issued in the month of December with an estimated construction value of 3.4 million dollars. Seven new single-family housing permits were issued with an estimated construction value of 2.4 million dollars. Staff completed 214 inspections in the month of December. Building Department staff completed a total of 3,314 inspections in 2023.

Rental/Code Compliance Cases:

Five rental permit applications were received in December. Seven code compliance cases were processed in December.

2023 Permit Totals:

- 1,041 permits were issued in 2023 with an estimated construction valuation of 170 million dollars.
- 135 single-family housing units with an estimated construction valuation of 35.7 million dollars.
- 172 multi-family units with an estimated construction valuation of 26.9 million dollars.
- 9 new commercial buildings with an estimated construction valuation of 77.2 million dollars.



December Permit Tally Report

Request Type		Construction Value
Group: Accessory Structure		
		\$1,000.00
		Group Total: 1
Group: Automatic Fire Sprinkler System		
		\$66,440.00
		Group Total: 1
Group: Backflow Preventer		
		\$0.00
		Group Total: 1
Group: Commercial Alteration		
		\$620,500.00
		Group Total: 2
Group: Deck		
		\$22,000.00
		Group Total: 2
Group: Display of Fireworks		
		\$0.00
		Group Total: 1
Group: Fence		
		\$5,896.00
		Group Total: 5
Group: Fire Alarm & Detection Equipment		
		\$94,716.00
		Group Total: 3
Group: Fire Protection System		
		\$147,140.00
		Group Total: 1
Group: Mechanical Electrical Plumbing (MEP)		
		\$7,000.00
		Group Total: 1
Group: New Multi-Family Dwelling		
		\$1,100,000.00
		Group Total: 1
Group: New Single Family Dwellings Attached		
		\$1,377,670.02
		Group Total: 6

Group: Open Burning- Bonfire

		\$0.00
		Group Total: 1

Group: Open Burning- Open Flame before an Audience

		\$0.00
		Group Total: 1

Group: Operational- Temp LPG

		\$2,000.00
		Group Total: 4

Group: Rental

		\$0.00
		Group Total: 5

Group: Residential Addition

		\$5,000.00
		Group Total: 1

Group: Residential Alteration

		\$20,880.00
		Group Total: 3

Group: Right of Way

		\$0.00
		Group Total: 1

Group: Sign

		\$4,000.00
		Group Total: 3

Group: Temporary Membrane Structures/Tents

		\$0.00
		Group Total: 1

Group: Utility Service

		\$2,000.00
		Group Total: 1

Total Permit Records: 48

Total Construction Value

		\$3,476,242.02
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2023 Permit Tally Report

Request Type		Construction Value
Group: Accessory Structure		
		\$1,119,257.80
		Group Total: 40
Group: Automatic Fire Sprinkler System		
		\$1,036,218.00
		Group Total: 18
Group: Backflow Preventer		
		\$7,600.00
		Group Total: 6
Group: Commercial Addition		
		\$112,459.00
		Group Total: 2
Group: Commercial Alteration		
		\$2,551,448.56
		Group Total: 18
Group: Communication Tower		
		\$13,300.00
		Group Total: 1
Group: Construction Site Plan Review		
		\$75,000.00
		Group Total: 15
Group: Construction Site Runoff		
		\$0.00
		Group Total: 12
Group: Deck		
		\$913,583.87
		Group Total: 65
Group: Demolition		
		\$0.00
		Group Total: 9
Group: Display of Fireworks		
		\$0.00
		Group Total: 3
Group: Driveway		
		\$31,097.75
		Group Total: 11
Group: Excavating & Grading		
		\$0.00

Group Total: 1

Group: Fence

		\$397,334.17
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Group Total: 117

Group: Fire Alarm & Detection Equipment

		\$433,669.64
--	--	--------------

Group Total: 19

Group: Fire Protection & Fire Alarm Contractor Operating Permit

		\$750.00
--	--	----------

Group Total: 1

Group: Fire Protection System

		\$316,988.00
--	--	--------------

Group Total: 6

Group: FOG

		\$0.00
--	--	--------

Group Total: 3

Group: Foundation

		\$0.00
--	--	--------

Group Total: 2

Group: Gas Detection Systems

		\$0.00
--	--	--------

Group Total: 1

Group: Industrial Addition

		\$132,000.00
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Group Total: 2

Group: Industrial Alteration

		\$7,300.00
--	--	------------

Group Total: 1

Group: Infrastructure

		\$0.00
--	--	--------

Group Total: 1

Group: Kitchen Hood Suppression System

		\$3,000.00
--	--	------------

Group Total: 2

Group: Manufactured Home

		\$505,000.00
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Group Total: 11

Group: Mechanical Electrical Plumbing (MEP)

		\$809,982.16
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Group Total: 122

Group: Mobile Food Unit

		\$0.00
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Group Total: 2

Group: New Commercial

		\$77,232,000.00
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Group Total: 9

Group: New Multi-Family Dwelling

		\$26,934,979.00
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Group Total: 6

Group: New Single Family Dwelling

		\$14,521,711.00
--	--	-----------------

Group Total: 34

Group: New Single Family Dwellings Attached

		\$8,081,761.02
--	--	----------------

Group Total: 34

Group: New Townhouse

		\$13,221,128.00
--	--	-----------------

Group Total: 67

Group: Open Burning- Bonfire

		\$0.00
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Group Total: 2

Group: Open Burning- Open Flame before an Audience

		\$0.00
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Group Total: 3

Group: Open Burning- Prairie Burn

		\$0.00
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Group Total: 2

Group: Operational- Flammable and Combustible Liquid Storage

		\$0.00
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Group Total: 1

Group: Operational- Temp LPG

		\$12,052.00
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Group Total: 6

Group: Outdoor Storage

		\$2,000.00
--	--	------------

Group Total: 1

Group: Patio

		\$78,737.00
--	--	-------------

Group Total: 13

Group: Permanent Sign

		\$66,235.00
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Group Total: 4

Group: Preliminary Construction Site Plan Review

		\$1.00
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Group Total: 2

Group: Rental

		\$0.00
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Group Total: 127

Group: Residential Addition

		\$713,358.00
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Group Total: 16

Group: Residential Alteration

		\$1,991,302.00
--	--	----------------

Group Total: 78

Group: Retail Sales of Fireworks - Temporary Structures

		\$0.00
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Group Total: 2

Group: Right of Way

		\$1,249,202.45
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Group Total: 17

Group: Public School

		\$17,000,000.00
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Group Total: 1

Group: Sidewalk

		\$12,085.00
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Group Total: 4

Group: Sign

		\$160,232.36
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Group Total: 25

Group: Stormwater Quality Grant

		\$24,456.63
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Group Total: 27

Group: Subdivision

		\$0.00
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Group Total: 6

Group: Swimming pools, spas and hot tubs

		\$568,335.00
--	--	--------------

Group Total: 15

Group: Temporary Membrane Structures/Tents

		\$0.00
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Group Total: 3

Group: Temporary Use

		\$0.00
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Group Total: 3

Group: Urban Chickens

		\$641.00
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Group Total: 5

Group: Utility Service

		\$46,000.00
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Group Total: 6

Group: Zoning Certificate

		\$0.00
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Group Total: 21

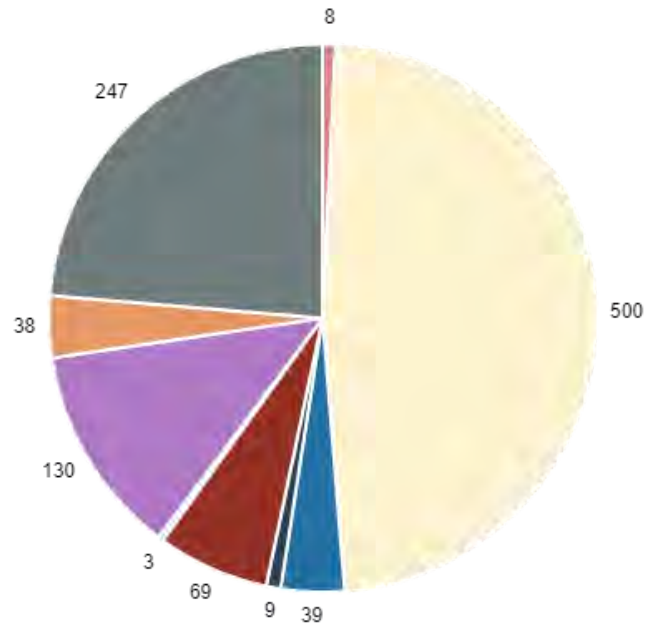
Total Construction Value

		\$170,982,205.23
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Total Permit Records: 1043

Permit Count by Type

- Unassigned
- Building
- Construction
- Demolition
- Fire
- FOG
- Residential Rental
- Stormwater
- Zoning



Display: Year
Year: 2023



Permit Summary Report Inspection Type

Schedule Date 01/01/2023 TO 12/31/2023

	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	27	332
Re-inspection	30	28	38	57	37	28	34	27	42	50	53	33	457
1st SWPPP	1	4	4	9	0	3	1	14	3	4	1	4	48
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	1	5
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	6	109
Final	12	10	14	8	15	30	19	30	20	13	16	12	199
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	10	14
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	4	1	18
Fire - Fire Alarm Installation	0	0	1	3	3	2	1	0	2	0	1	2	15
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	6	115
Foundation Dampproofing	0	1	3	2	6	5	3	6	5	5	5	1	42
Foundation Wall	2	3	6	6	5	7	6	14	12	4	10	4	79
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	18	155
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	1	16
Notice of Termination CSR	5	2	3	2	12	0	11	4	4	5	11	2	61
Other	2	1	2	4	0	1	4	2	1	0	0	1	18
Permanent Electric Service Release	5	8	19	13	16	12	2	19	13	22	18	12	159
Plumbing below slab	3	3	6	5	9	9	3	18	15	4	8	7	90
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	7	341
Residential final (New Construction)	16	13	20	21	6	0	19	6	8	7	8	5	129
Residential Photovoltaic (PV) Solar System	1	1	7	2	1	2	2	1	1	2	3	1	24
Residential Rough-in (New Construction)	10	6	11	9	12	13	1	11	11	11	12	17	124
Residential Sewer Service	1	3	11	4	4	8	2	21	4	5	10	1	74
Residential Water Service	1	2	10	2	8	7	2	27	8	5	6	3	81
Rough-in	4	2	2	2	4	6	4	6	3	7	6	1	47
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	3	67
Temporary Electric Service	3	0	7	5	4	8	4	8	14	7	7	10	77
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	18	157
Totals:	181	211	346	331	298	276	213	343	322	277	302	214	3314

Code Compliance Report

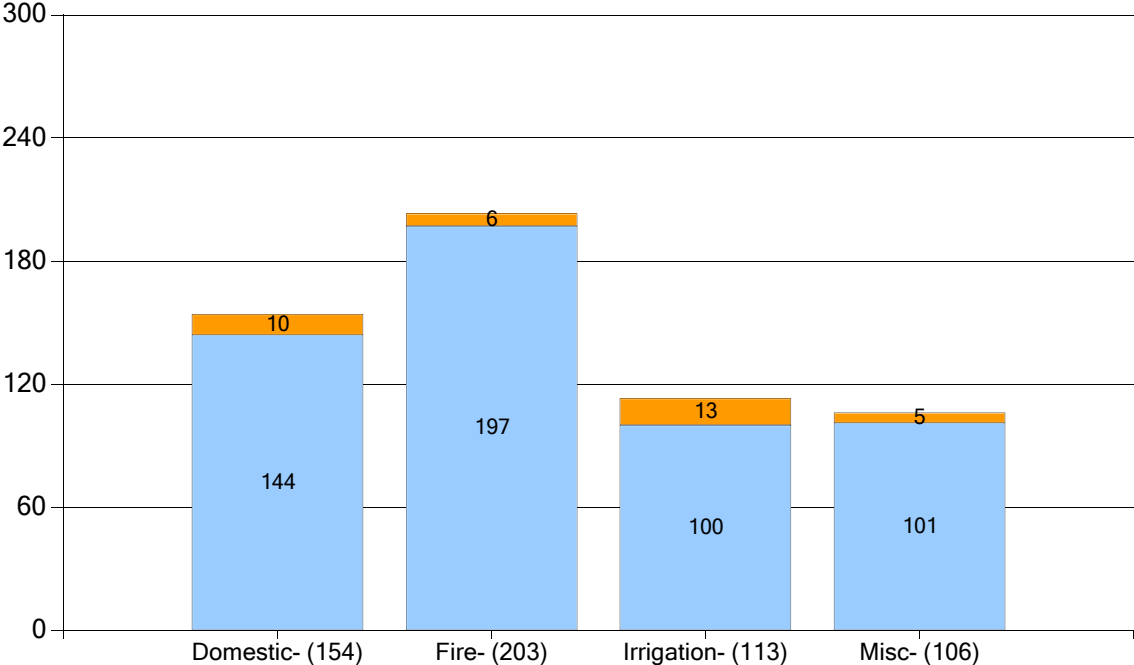
12/01/2023 - 12/31/2023

Case Date	Case #	Complaint	Reporting Code
12/5/2023	20230067	Past due backflow test	City Code
12/6/2023	20230068	Past due backflow test	City Code
12/6/2023	20230069	Past due backflow test	City Code
12/6/2023	20230070	Past due backflow test	City Code
12/6/2023	20230071	Past due backflow test	City Code
12/7/2023	20230072	Past due backflow test	City Code
12/21/2023	20230073	construction without a permit	Building Code

Breakdown of Backflow Preventer Compliance

Non Compliant Compliant

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 **Jan. 3, 2024**
Re **Community Relations Staff Report**

Building North Liberty's Next Stage

We finished the year strong with a \$900,000 Enhance Iowa grant award capping a \$1.5 million week following November commitments from the Washington County Riverboat Foundation and Relion Insurance Solutions. The award requires us to raise another \$100,000 within 90 days – early March, which we feel optimistic about. Year-end gifts and pledges from \$10 to \$15,000 following that award have totaled more than half of that goal, and we have an exciting partnership we're working to announce in mid-January. To date, we've raised more than \$2.2 million in outside funding.

Beat the Bitter

Marketing and organizing for the annual winter festival continued through the month in advance of the January and February events. On the schedule, starting Jan. 26, are 5Kish Glow Run, North Liberty Lights, Ice Fishing with TAKO, Fire & Ice with ice sculptures and fireworks, BSA Chili Supper, Sip & Stroll, 55+ Connections Lunch, Ride Around the Lights, North Liberty Night at the Heartlanders, Youth Basketball Tournament, Sip & Stroll and Polar Puzzle Sprint. More information (and links to registration where required) can be found at beaththebitter.com.

City Slate

The City Slate included one event in December: Breakfast with Santa, which drew more than 500 attendees in addition to the concurrent Holiday Vendor Fair. A previous staple, the library-organized Noon Year's Eve party, has shifted to January, which will also host Ice Fishing with TAKO (Jan. 27) and Fire & Ice (Jan. 28). The first three months of programs have been announced and the remaining calendar will be unveiled as the year proceeds. This programming is supported by 10 local sponsors each year, with A2Z Heating and Plumbing, Centro, Inc, Collins Community Credit Union, The Eastern Iowa Airport - CID, Hills Bank, MidWestOne Bank, South Slope Cooperative, University of Iowa Hospitals & Clinics, Urban Acres Real Estate and Veridian Credit Union supporting the 2024 slate.

Blues & BBQ

The team is laying the groundwork for the summer festival, primarily working through options for headliners and making sure we have production with our partners at The Englert. Next steps, including gathering the committee, opening vendor applications and making adjustments from previous years will take place in the early spring.

Other Items

We discussed our initial FY2024 budget proposal with city administration.

We completed staff evaluations.

We laid out a plan for the Neighborhood Ambassadors' quarterly meetings.

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.

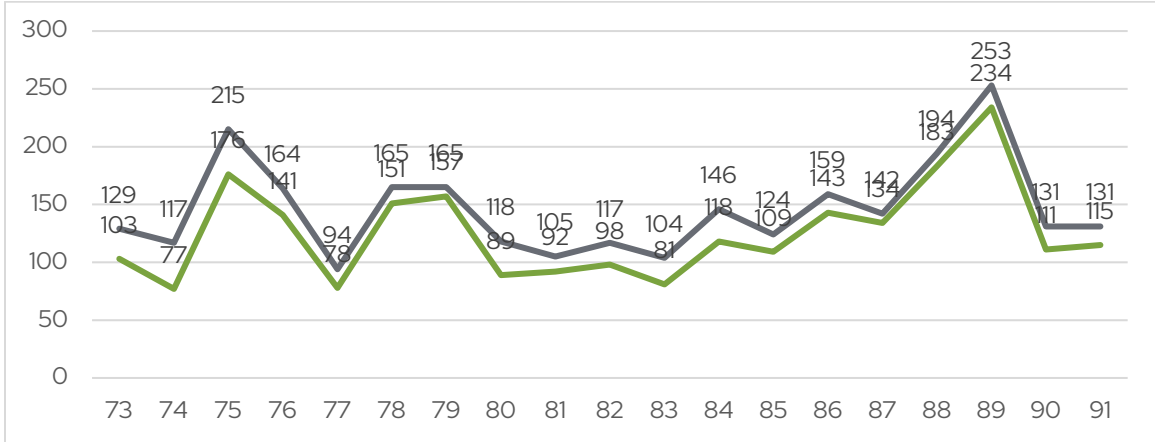
We posted news releases about City Slate events, Centennial Park support, January highlights, snow plow names, holiday hours and more.

Completed Videos

Title	Requested By	Completed	Duration
Eye on: Ranshaw House	Community Relations	Dec. 4	0:03
Parks & Recreation Commission	Administration	Dec. 7	0:40
Social: 2023 in Review	Community Relations	Dec. 8	0:02
City Council	Administration	Dec. 12	0:51
Library Board of Trustees	Administration	Dec. 18	0:42
Social: Beat the Bitter	Community Relations	Dec. 19	0:01
Eye on: Youth Council	Community Relations	Dec. 22	0:05
Total completed productions: 7	Duration of new video: 2.4 hours		

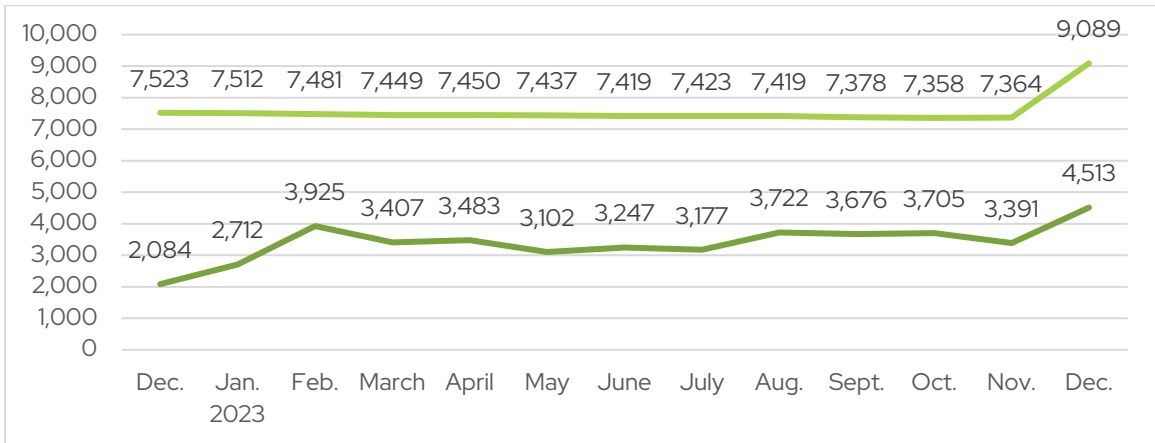
52317 Podcast

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.

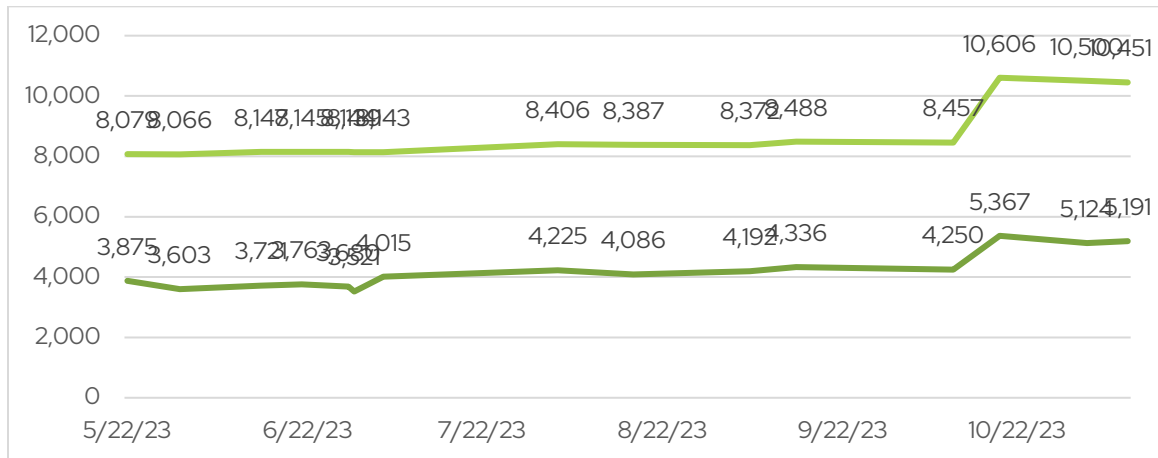
North Liberty Bulletin Email Newsletters



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.



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.

Social Media

Month	Facebook		Instagram	Nextdoor
	New follows	Reach	Followers	Members
Dec	69	43,961	3,235	6,339
Nov	122	59,918	3,209	6,289
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

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.



North Liberty Fire Department 2023 Monthly/YTD Response Report

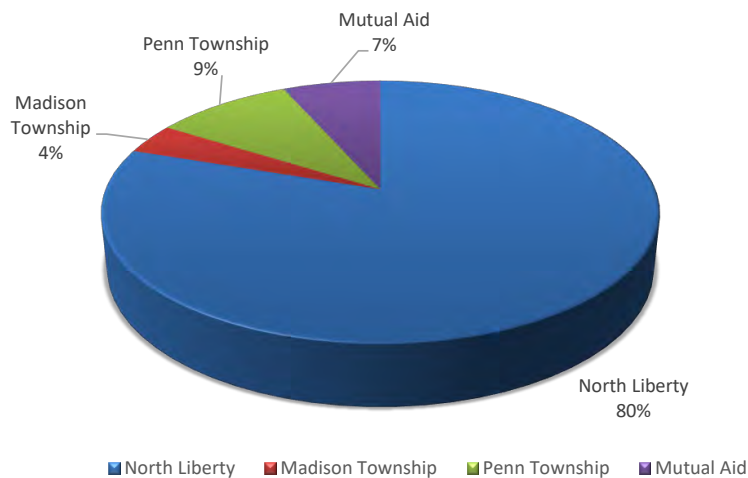
North Liberty Fire Department Responses By Fire District

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
North Liberty	110	96	112	117	120	125	120	123	102	112	101	115	1353	80.15%
Madison Township	5	5	4	3	12	6	5	6	4	5	6	2	63	3.73%
Penn Township	13	7	15	9	19	24	12	12	10	10	12	16	159	9.42%
Mutual Aid	9	6	12	14	8	13	15	6	10	4	8	8	113	6.69%
Total Responses	137	114	143	143	159	168	152	147	126	131	127	141	1688	

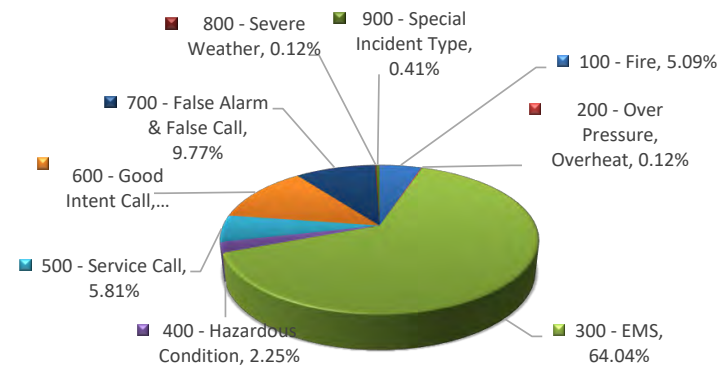
North Liberty Fire Department Responses By Type of Incident

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
100 - Fire	2	1	4	13	11	14	10	6	2	8	10	5	86	5.09%
200 - Over Pressure, Overheat										1		1	2	0.12%
300 - EMS	85	84	93	89	94	99	95	88	83	87	86	98	1081	64.04%
400 - Hazardous Condition	3		4	1	4	5	9	1	4	3	2	2	38	2.25%
500 - Service Call	13	4	8	10	15	7	1	15	9	8	4	4	98	5.81%
600 - Good Intent Call	19	15	18	14	16	25	21	19	21	13	11	17	209	12.38%
700 - False Alarm & False Call	14	10	14	15	18	17	15	18	7	11	13	13	165	9.77%
800 - Severe Weather			2										2	0.12%
900 - Special Incident Type	1			1	1	1	1				1	1	7	0.41%
Total Responses	137	114	143	143	159	168	152	147	126	131	127	141	1688	

2023 District Responses YTD
(Rounded Percentage)



2023 Type of Incidents YTD
(Percentage)

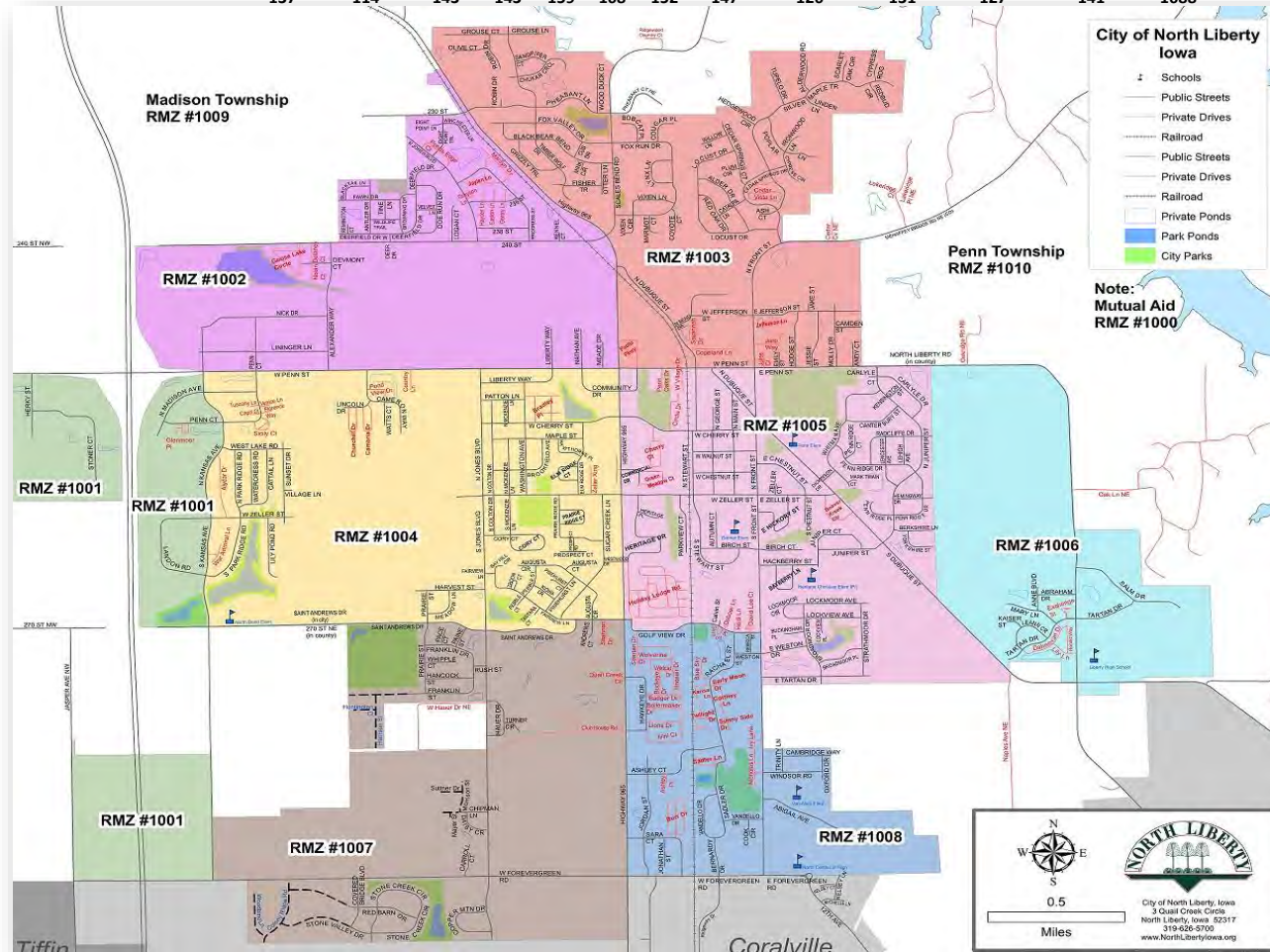




North Liberty Fire Department 2023 Monthly/YTD Response Report

North Liberty Fire Department Responses By Risk Management Zone

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
1000 - Mutual Aid	9	6	12	14	8	13	15	6	10	4	8	8	113	6.69%
1001 - City of North Liberty	4	5		1	3	5	5	3	3	1	2	6	38	2.25%
1002 - City of North Liberty	10	7	11	7	8	7	8	10	13	8	15	12	116	6.87%
1003 - City of North Liberty	16	17	20	14	20	24	21	21	18	29	17	16	233	13.80%
1004 - City of North Liberty	24	16	21	27	11	26	26	22	18	25	19	26	261	15.46%
1005 - City of North Liberty	27	19	29	30	26	32	30	32	19	12	18	22	296	17.54%
1006 - City of North Liberty	1	2	2	3	1	1	2	1	1	2	1	3	20	1.18%
1007 - City of North Liberty	14	16	13	15	27	17	11	20	13	11	14	17	188	11.14%
1008 - City of North Liberty	14	14	16	20	24	13	17	14	17	24	15	13	201	11.91%
1009 - Madison Township	5	5	4	3	12	6	5	6	4	5	6	2	63	3.73%
1010 - Penn Township	13	7	15	9	19	24	12	12	10	10	12	16	159	9.42%
TOTAL	137	114	143	143	159	168	152	147	126	131	127	141	1688	





North Liberty Fire Department 2023 Monthly/YTD Response Report

North Liberty Fire Department Response Statistics (All Incidents)

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Year To Date	Percent To Date
Total Responses for Month	137	114	143	143	159	168	152	147	126	131	127	141	1688		
Average Responders per Incident (Including Members at Station)	5.2	5.4	5.8	5.5	5.5	5.2	5.3	4.6	4.6	4.5	4.3	4.3	5.0		
# Incidents with 2 or less Responders	8	7	14	5	9	5	0	13	8	3	3	11	86		
% Incidents with 2 or less Responders	5.8%	6.1%	9.8%	3.5%	5.7%	3.0%	0.0%	8.8%	6.3%	2.3%	2.4%	7.8%	5.1%		
# Incidents with No NLFD Response	0	0	0	0	0	0	0	0	0	0	0	0		Year To Date	Percent To Date
# Incidents Cancelled Enroute or Prior to Arrival	12	9	9	7	14	18	19	12	14	9	10	9	142	8.41%	
# Incidents Cancelled by JCAS	0	0	0	1	3	2	3	0	1	1			11	7.75%	
# Incidents Cancelled by JECC	4	1	3	1	3	4	6	6	5	4	5	5	47	33.10%	
# Incidents Cancelled by Law Enforcement	3	4	3	2	5	6	4	3	2	3	3	2	40	28.17%	
# Incidents Cancelled by Fire Department	5	4	3	3	3	5	6	2	5	1	2	2	41	28.87%	
# Incidents Cancelled due to Being on Another Response						1		1	1				3	2.11%	

North Liberty Fire Department Emergent Response Turnout Statistics (Lights & Sirens)

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Year To Date	Percent To Date
Total Emergent (Lights & Sirens) Responses for Month	92	79	92	92	105	118	114	94	86	84	87	107			
# of Incidents with Turnout Time 2 Minutes or Less - PPC/Admin	31	41	32	8	3	10	9	5	6	10	3	3			
# of Incidents with Turnout Time 2 Minutes or Less - Part-Time	22	12	20	7	9	10	9	9	6	12	9	4			
# of Incidents with Turnout Time 2 Minutes or Less - Full-Time			5	48	56	98	59	44	52	35	50	59			
# of Incidents with Turnout Time 2 Minutes or Less - Total	53	53	57	63	68	71	77	58	64	57	62	66			
% Incidents with Turnout Time 2 Minutes or Less	57.6%	67.1%	62.0%	68.5%	64.8%	60.2%	67.5%	61.7%	74.4%	67.9%	71.3%	61.7%			
90th Percentile Turnout Time - (Minutes) Part-Time	2:19	2:52	2:05	2:45	2:31	3:26	3:19	2:55	2:42	3:08	2:13	2:29	2:45		
90th Percentile Turnout Time - (Minutes) Paid Per Call	3:43	3:46	3:40	2:44	2:58	3:13	2:42	3:08	2:37	2:51	2:49	3:22	3:14		

**(Turnout Time is defined as Dispatch Time to Unit Enroute Time)(PPC-Paid Per Call)(PT-Part Time)

North Liberty Fire Department Auto Aid & Mutual Aid Given

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Year To Date	Percent To Date
Auto Aid - Coralville (52001)	1	1	5	4		3	2	1	3		4	1	25	1.48%	
Auto Aid - Iowa City (52003)	1	1	1				2	1	1	1		1	9	0.53%	
Auto Aid - Solon (52008)	2	1	4	2	1	2	4		1	1	2	3	23	1.36%	
Auto Aid - Swisher (52009)	4	1		3	5	5	4	3	4	2	1	1	33	1.95%	
Auto Aid - Tiffin (52010)		1	1	4	2	2	2	1			1	1	15	0.89%	
Mutual Aid - Other Fire Departments	1	1	1	1		1	1		1			1	8	0.47%	
Total Responses	9	6	12	14	8	13	15	6	10	4	8	8	113	6.69%	

North Liberty Fire Department Auto Aid & Mutual Aid Received

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Year To Date	Percent To Date
Auto Aid - Coralville (52001)	2	1	3	3	3	3		3	2	3	1		24	1.42%	
Auto Aid - Iowa City (52003)		1		1						2			4	0.24%	
Auto Aid - Solon (52008)	3	1	3	4	2	3	1	4	2	4			27	1.60%	
Auto Aid - Swisher (52009)	2	1	1	2	4	2	2	2	3	5	3		27	1.60%	
Auto Aid - Tiffin (52010)	1		1	2	1	1	1	1	1	2	1	1	13	0.77%	
Mutual Aid - Other Fire Departments										1			1	0.06%	
Total Responses	8	4	8	12	10	9	4	10	8	17	5	1	96	5.69%	

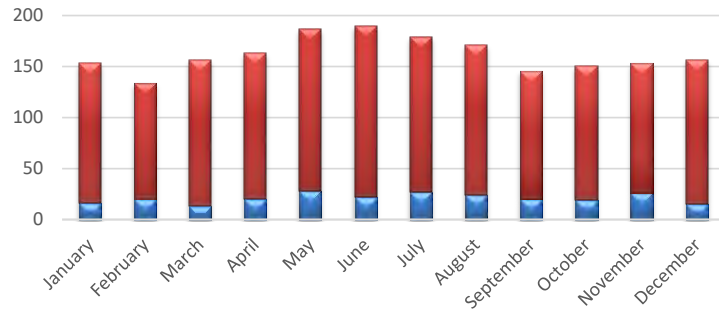


North Liberty Fire Department 2023 Monthly/YTD Response Report

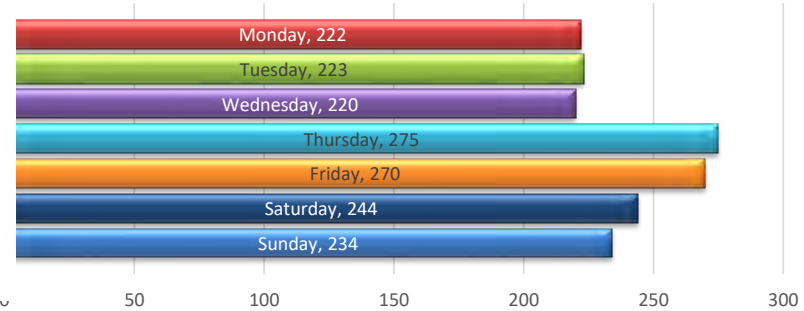
North Liberty Fire Department Overlapping Incidents

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date	Percent To Date
Overlapping Incidents	16	20	13	20	28	22	27	24	20	19	26	15	250	14.81%
Total Responses	137	114	143	143	159	168	152	147	126	131	127	141	1688	

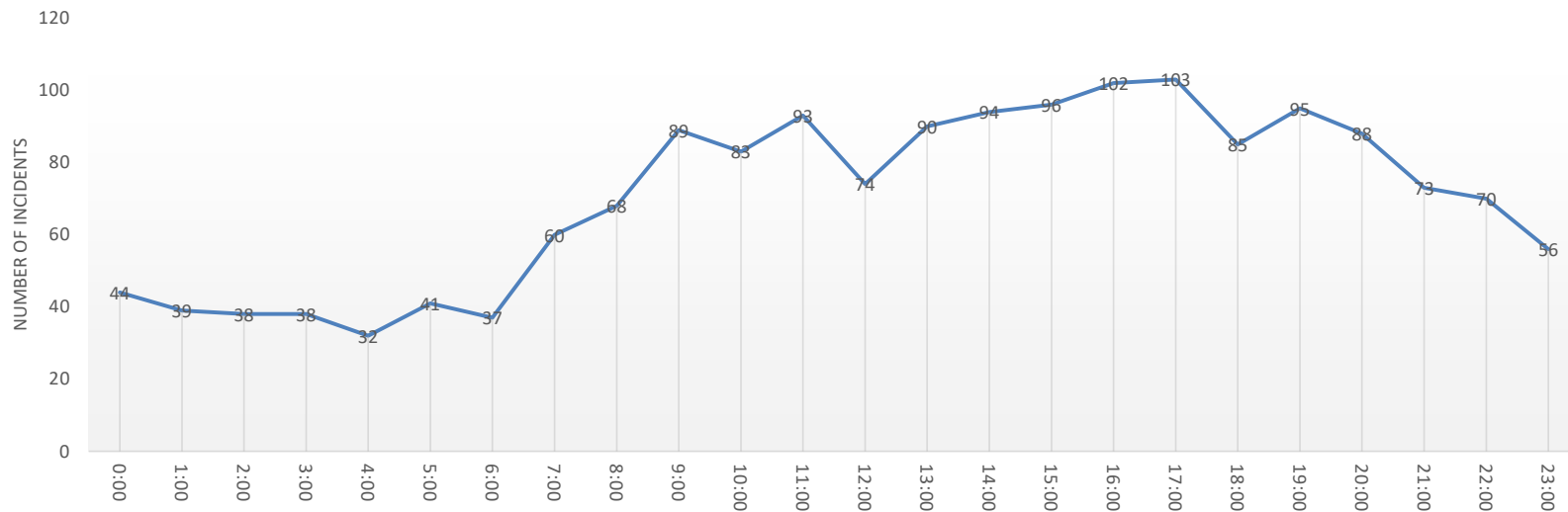
2023 Overlapping Incident by Month



2023 Responses by Day of Week



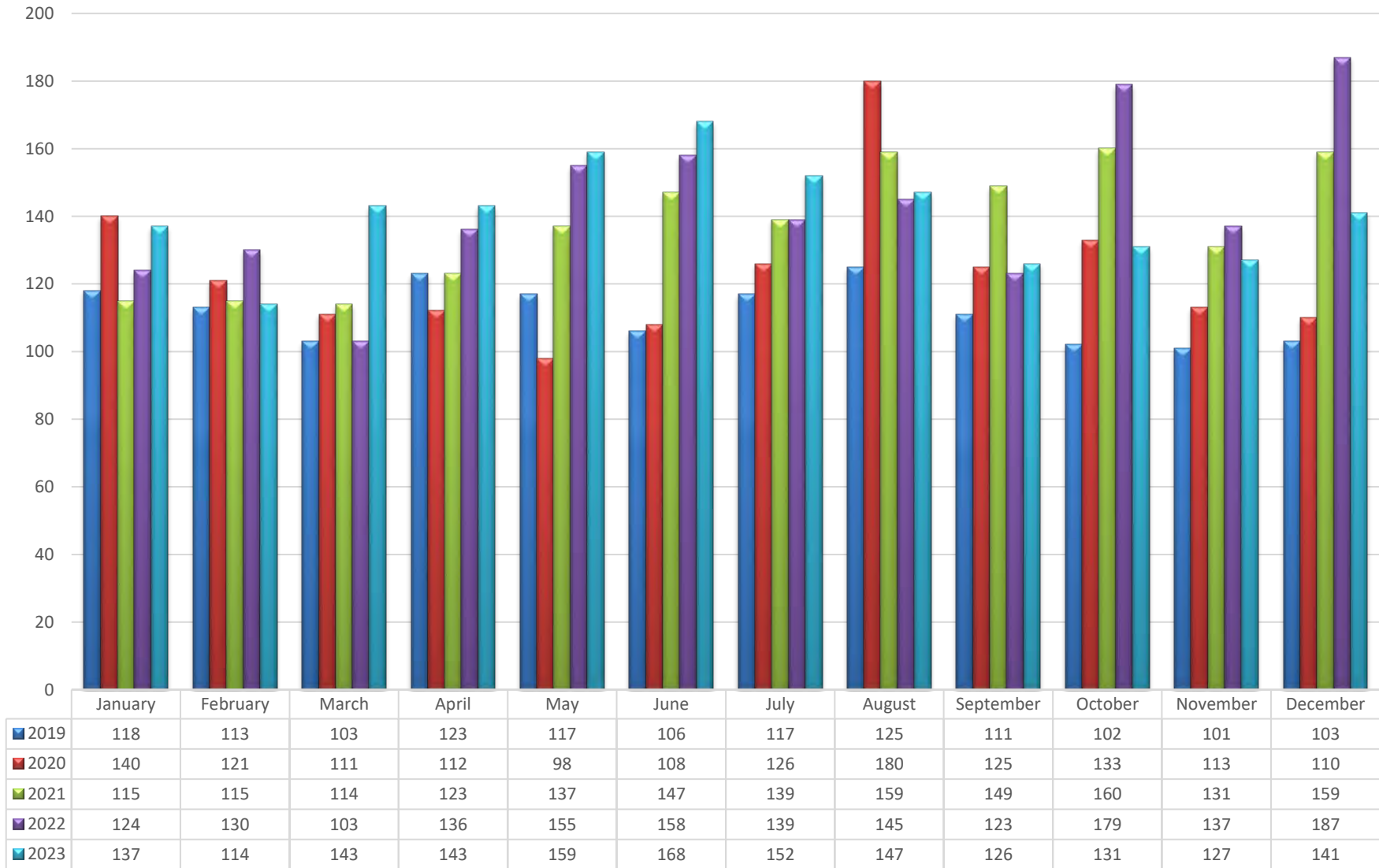
2023 Responses by Hour of Day





North Liberty Fire Department 2023 Monthly/YTD Response Report

2019 - 2023 Monthly Incident Response Comparison





North Liberty Fire Department 2023 Monthly/YTD Response Report

Member Responses By Month

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Calls Made YTD	Calls Made % YTD	Of Calls Made on Apparatus YTD	Of Calls Made on Apparatus % YTD
Responses for Month	137	114	143	143	159	168	152	147	126	131	127	141	1688	Total YTD		
Bigley, Brady	13	9	12	16	9	5	10	6	7	10	0	8	105	6.22%	76	72.38%
Burleson, Lynn	6	1	15	27	8	43	30	34	26	15	4	22	231	13.68%	60	25.97%
Campbell, Benjamin	16	33	32	21	22	23	27	20	20	16	8	11	249	14.75%	187	75.10%
Chia, Tyler	0	5	0	1	11	14	15	8	8	19	7	1	89	5.27%	57	64.04%
Connolly, Dakota	12	6	13	9	4	11	6	2	12	7	6	3	91	5.39%	56	61.54%
Dolan, Nick	0	0	26	43	49	43	58	29	34	41	42	31	396	23.46%	320	80.81%
Dolezal, Dan	6	6	18	0	0	6	0	0	6	0	10	5	57	3.38%	35	61.40%
Feelev, Nicholas	13	13	9	16	21	12	12	5	15	9	11	18	154	9.12%	110	71.43%
Gaylor, Austin	0	1	0	3	8	10	18	5	3	7	3	9	67	3.97%	42	62.69%
Griffith, Amanda	12	8	6	8	15	18	13	2	0	1	0	0	83	4.92%	36	43.37%
Hall, Emma	23	18	8	14	24	12	10	12	13	3	8	14	159	9.42%	94	59.12%
Hardin, Bryan	19	23	22	21	19	27	26	25	21	21	21	26	271	16.05%	31	11.44%
Hoffman, Evan	0	4	2	0	11	9	13	4	10	11	12	13	89	5.27%	53	59.55%
Holley, Joshua	18	15	38	46	34	41	55	66	39	21	17	15	405	23.99%	315	77.78%
Humston, Tina	26	35	53	39	60	59	45	38	33	41	41	38	508	30.09%	175	34.45%
Jaeger, Jeff	3	2	13	6	9	1	9	10	7	9	7	7	83	4.92%	66	79.52%
Kesteloot, Joseph	17	20	19	12	13	30	17	18	12	14	14	11	197	11.67%	140	71.07%
Kochanny, Chris	21	24	22	21	20	15	8	16	21	14	16	23	221	13.09%	79	35.75%
Kraxner, Brock	3	6	7	3	4	2	0	4	9	3	2	5	48	2.84%	43	89.58%
Lang, Nathaniel	0	1	0	0	2	8	14	9	5	14	16	16	85	5.04%	67	78.82%
Langenberg, Sydney	21	16	21	25	31	39	31	22	20	22	10	14	272	16.11%	170	62.50%
Leightv, Kaine	0	0	1	0	3	8	15	17	8	9	5	5	71	4.21%	34	47.89%
Lundquist, Jonathan	0	0	0	0	0	0	0	0	4	8	6	4	22	1.30%	14	63.64%
McAvoy, Kyle	16	8	18	30	17	4	8	6	10	13	5	3	138	8.18%	97	70.29%
Messinger, Matt	15	10	8	9	15	22	28	8	5	3	7	14	144	8.53%	52	36.11%
Platz, Brian	50	39	44	41	51	59	57	70	50	54	54	43	612	36.26%	202	33.01%
Platz, Weston	21	25	33	17	33	23	16	32	5	11	10	15	241	14.28%	160	66.39%
Reasner, Rich	11	8	22	44	54	66	31	27	39	38	45	30	415	24.59%	327	78.80%
Rennekamp, Bryan	7	5	12	9	17	6	10	8	7	2	9	14	106	6.28%	51	48.11%
Roose, Brianna	21	29	28	11	14	17	32	14	9	15	19	14	223	13.21%	120	53.81%
Roose, Lucas	22	28	37	33	25	35	33	14	17	21	27	68	360	21.33%	226	62.78%
Rundle, Lucas	16	13	7	17	1	2	4	11	6	6	8	10	101	5.98%	79	78.22%
Schenkenbach, Sam	3	6	10	5	2	1	0	0	0	3	0	5	35	2.07%	7	20.00%
Schmooke, Bill	21	20	23	10	17	17	9	23	10	22	22	15	209	12.38%	54	25.84%
Schoening, Austin	6	2	10	3	7	15	5	10	6	7	6	4	81	4.80%	66	81.48%
Skubal, Alec	16	7	23	14	21	20	32	6	18	7	7	10	181	10.72%	130	71.82%
Smith, Landon	8	0	5	1	6	7	0	1	2	2	1	2	35	2.07%	10	28.57%
Stivers, Caleb	0	1	1	0	9	2	17	16	3	1	10	12	72	4.27%	36	50.00%
Sundblad, Nicholas	0	1	14	16	60	25	31	24	6	19	20	24	240	14.22%	100	41.67%
Van Zante, Jacob	28	22	19	23	13	15	21	14	8	12	6	7	188	11.14%	145	77.13%
Voparil, Christine	10	4	9	10	10	3	11	18	14	22	4	4	119	7.05%	91	76.47%
Voparil, Craig	7	8	8	5	4	7	3	9	6	5	5	5	72	4.27%	6	8.33%
White, Geoffery	4	10	9	26	10	22	4	0	14	7	0	3	109	6.46%	19	17.43%
Williams, Thadius	30	8	14	29	19	26	24	11	2	9	12	7	191	11.32%	126	65.97%

* Fire Dept. Chaplain



North Liberty Fire Department 2023 Monthly/YTD Response Report

Top 5 Calls Made by Members by Month

	Jan	Feb	Mar	Apr	May	Jun
1	Jones 63	Jones 46	Humston 53	Jones 55	Humston Sundblad 60	Reasner 66
2	Platz 50	Platz 39	Jones 45	Holley 47	Reasner 54	Humston Platz, B 59
3	Williams 30	Humston 35	Platz, B 44	Reasner 44	Platz, B 51	Burleson Dolan 43
4	Ganss Van Zante 28	Campbell 33	Holley 38	Dolan 43	Dolan 49	Holley 41
5	Humston 26	Roose, B 29	Roose, L 37	Platz, B 41	Holley 34	Langenberg 39

	Jul	Aug	Sept	Oct	Nov	Dec
1	Dolan 58	Platz, B 70	Platz, B 50	Platz, B 54	Platz, B 54	Roose, L 68
2	Platz, B 57	Holley 66	Holley Reasner 39	Dolan Humston 41	Reasner 45	Platz, B 43
3	Holley 55	Humston 38	Dolan 34	Reasner 38	Dolan 42	Humston 38
4	Humston 45	Burleson 34	Humston 33	Langenberg Schmooke Voparil 22	Humston 41	Dolan 31
5	Roose, L 33	Platz, W 32	Burleson 26	Hardin Holley Roose, L 21	Roose, L 27	Reasner 30

2023- Top 5 Calls Made by Year-To-Date		
1	Platz, B	612 36.26%
2	Humston	508 30.09%
3	Reasner	415 24.59%
4	Holley	405 23.99%
5	Dolan	396 23.46%

To North Liberty Mayor and City Council Members
CC Ryan Heiar, City Administrator
From Brian Platz, Fire Chief
Date January 4th, 2024
Re Fire Department Report to Council – January 2024

Another year of community service in the books! I'd like to use this month's memo to point out a few response statistics now that we've closed the door on 2023.

Your fire department responded to 1688 calls for service in 2023, which is a 1.7% decrease from 2022. The largest call category is responses to medical incidents. On 1081 occasions, or 64.04% of our calls, the department responded to some type of medical incident. Included in this category are motor vehicle accidents, medical emergencies, traumatic injuries, etc. These are tiered responses with the Johnson County Ambulance Service (JCAS). This statistic would normally be a larger segment of our overall calls for service; however, during time periods within our service gaps, we are sometimes disregarded due to extended turnout. A disregarded response would be classified as a "good intent" call. Good intent responses equate to 12.38% of our call volume. As we continue to increase staffing at the fire station, we are witnessing EMS responses increase while good intent calls decrease. This has been the case over the past few years, we continue to move in the right direction. We were only cancelled by JCAS on 11 occasions this past year. This compares to 17 calls in 2022 and 35 calls in 2021.

The department realized a reduction in building fire responses this past year. In 2023, we responded to 24 building fires versus that of 34 the year prior. This number includes building fires within and outside of our fire district. We responded to 7 building fires within our fire district, which is down from 16 the previous year. This is certainly a welcome relief. Speaking of building fires, we did some research into how many personnel answer the pager and respond back to the station for these low frequency, high risk events. Outside of the crew on duty, we average 4.8 members returning for building fires. This number includes a chief officer. This is a very low number, and it correlates to the local and regional trends related to volunteerism as well as the decline of our paid-per-call group. It also points out the importance regarding the assistance we receive from our automatic aid and mutual aid partners.

As you can see on page two of the statistical document, our busiest risk management zone continues to be RMZ 1005, which is the center of town, or "Old Town". The current fire station is in the middle of this zone. This statistic continues to tell us that we are responding from a strategic location. The second busiest risk management zone is RMZ 1004. This is the yellow shaded area just west of Old Town. RMZ 1003, which is the orange shaded area to the north of the Old Town area, is our third busiest zone. These three zones have trended this way since we started looking at response data. As time moves forward, we anticipate a shift in more incidents in the southwest portion of town.

We realized an interesting trend with a reduction in the frequency of multiple calls occurring at the same time. This figure has decreased over the past three years from 28.4% in 2021 to 18.24% in 2022 and 14.81% in 2023. Basically, this means we experience two or more concurrent calls, 14.81% of the time. One would think that as call volume increases, so would the propensity for this statistic to rise. This figure is typically a precursor to justifying the need for additional facilities or additional personnel in existing facilities. While we don't have an exact cause for this decline, it is another welcomed relief. We will continue to shine a light on this in the years to come.

We continue to see improvements in our turnout times, notably when we have multiple personnel staffing the fire station. A significant decrease in turnout time occurred when we hired full-time fire lieutenants. While the

overnight statistic remained the same, the daytime response saw a drop of approximately one minute from March to April, which is when these positions were hired. While we don't staff part time personnel during the day, the addition of one full time firefighter to help with daytime response helped us move the needle in a positive direction.

We trend a statistic related to how many members are responding per incident. A few things to point out here. Because we are making strides to staff the fire station with three personnel at a minimum, incidents that realize two or less responders have fallen to 5.1%. This is a nice drop from 2021 when this figure was 12.3%. This speaks directly to our full-time lieutenants, our overnight part-time program, our paid per call members signing up for duty shifts at the station and using admin staff to cover calls. While this helps, we still have several coverage gaps. I'm also proud to say that we didn't experience any "no responses" in 2023. All calls for service were answered thanks to our dedicated staff.

Page six of our statistics show our members' response by month. We added a few columns to the right to better demonstrate how often members responded and if so, did they make a truck and respond or simply come to the station. As a little background to this, if a member responds to the station before the truck returns from the call, they get credit for the call. The columns to the far right demonstrate how often members are responding to the call as well as on our trucks. For instance, in 2023 my total call volume was 612 calls, or 36.26% of the total call volume. Out of those 612 calls I received credit for, I was assigned to a truck on 202 incidents, or 33.01% of those 612 calls. So, out of the 1688 calls for service for 2023, I responded in a department vehicle on 12% of them. This not only allows us to evaluate how much we ask our administrative personnel to stop what they're doing and respond; it also shows us how much or how little some of our members are making a truck.

There is a lot to unpack in these data sheets. We strive to use this information to make data driven decisions and anticipate our upcoming needs. If any specific questions or thoughts come to mind regarding any of the statistics that you see, please reach out through the city administrator and we'd be happy to do a bit of research.

Happy new year!





TO: Ryan Heiar, City Administrator and City Council
FROM: Jennie Garner, Library Director
DATE: Jan 4, 2023
SUBJECT: Monthly Library Report

Library News

December is typically a quieter month at the library for programming as we regroup and prep for the new year.. **Taylor Swift's Birthday Bash** was an exception to that! Over 250 Swifties joined in to celebrate with us at this family event. One of our older adults suggested we hold a Frank Sinatra event next year and we discovered that his birthday is the day before Taylor's so you never know what fun we might have with that!



Taylor Swift's Birthday – Dec 12 is TS's bday and an impromptu celebration drew a crowd of all ages to the library. The event was loads of fun, creating some controlled chaos for a couple hours in the library.

This month, we're excited to have **Corrie, the Adult Services Assistant Librarian**, assume a full-time role at the library. Corrie collaborates with Nick, Adult Services Librarian, on all aspects of adult programs and services. Additionally, Corrie oversees the Summer Lunch and Fun

Crafting builds community – Library staff finds that simple craft programs are a draw for all ages. From snowflakes to quilling, it's great to see the connections and smiles.



The **Winter Reading Challenge** is underway, running Dec 18, 2023-Jan 31, 2024. The theme is *Where We Come From*, based on a picture book by a group of authors of the same title. Reading is about exploring and expressing our unique stories and those of others who aren't like us. We're challenging folks to read at least 500 minutes and complete activities during the month. Sign up is for individuals or families may sign up to read together.



Libraries play key role in helping address challenges faced by cities, such as growing social isolation, incidents of intolerance, and economic segregation. As we move into a new year, I wanted to share again the Defining Principles that were developed as part of the Library's [Strategic Plan](#). These principles, along with our identified values – Civic Commons, Literacy, and Social Responsibility – are at the top of the library team's minds each day as we provide public service and as we continue to work to meet the goals outlined in the plan.

Defining Principles

Access

We provide information and resources equally and equitably to all individuals through a variety of delivery methods.

Diversity

We value a diverse world and strive to both mirror and reflect that diversity by providing a full range of resources and services to the communities we serve.

Service

We provide service with empathy, compassion, and excellence. We continually seek to enhance our professional knowledge and skills through learning opportunities for all library staff. So that we might give our best to the community, library staff are supported so they might achieve a work-life balance that looks like success for their individual lives.

Wishing you all a joyful and successful 2024!



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

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

Date **January 2, 2024**

Re **Monthly Report**

We performed various building maintenance tasks as needed. We helped with a water heater issue at the Community Center. Staff spent a great deal of time this month clearing out and organizing the Parks maintenance facility and cold storage.

We maintained equipment as needed this month. We performed preventative maintenance and repaired winter equipment as time permitted. We continue to prepare for the upcoming growing season by performing preventative maintenance and repairs to sports field maintenance, mowing, trimming, and landscaping equipment.

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

Park staff reinstalled the pet waste station near the new north Penn Meadows Park parking lot.

The ice rink has been installed on the tennis courts. We will open the ice rink to the public as soon as ice conditions are acceptable and safe to be on.

We cleared snow & ice from parking lots, sidewalks & trails over the holiday.

We completed and submitted the *Trees Please* Grant from MidAmerica Energy. If awarded, we will receive \$1000 to plant replacement trees at Penn Meadows Park due to declining ash trees.

We completed the Tree City USA application and sent it on to the Iowa DNR Forestry Department. It has since been approved at the state level and now has been sent on to the Arbor Day foundation for final approval. If successful, North Liberty will have received this award for 28 consecutive years.

Parks staff attended a CPR recertification/training class on December 5th.

I attended multiple meetings with Shive Hattery this past month. City Admin building construction progress, Centennial Park "Next Stage" building design planning and the Fox Run Park/Pond trail project scheduled to begin in August.

I attended multiple City Slate Committee planning meetings this past month.

I assisted Recreation Director Shelly Simpson and Custodial/Maintenance Supervisor Mark Wingert in interviewing multiple candidates for an open Community Center Custodian position.

I met with Recreation Director Shelly Simpson to review and prioritize the Community Center 5-year Capital Improvements plan.

I met with Ryan Heiar and Tracey Mulcahey to discuss the FY2425 Parks operating budget and the Parks 5-year Capital Improvements plan in preparation for the next fiscal year.



Pet Waste Station installation.



Ice rink installation.



Ice rink installation.



Ice rink installation.



Finished ice rink installation.



North Liberty Police Monthly Report December 2023

Training:

- Members attended monthly tactical team, canine and negotiator training (56 hours).
- Chief attended online training for Traffic Stop Data collection from Dolan Consultant and the Iowa Police Chief's virtual Budgeting for Law Enforcement and ICAP Claim trend and future analysis for impacts on policing (5 hrs.)
- All officers took online training on Kinesics Interviewing and obtained their certificate of completion on using the tint-meter device. (24 hours)
- Two Defensive Tactics instructors went to ILEA to teach the new recruits DT. (16 hours)
- Lt Ross attended Community Policy Training presented by Dolan Consulting (8 hours)

Public Relations:

- Executive director, Abbey Ferenzi, came to each shift briefing to present what Guidelink could do for NLPD and our community members.
- Several holiday treats were donated to the department to thank the staff for everything they do for the community.
- Officers worked sporting events at the request of area schools. The overtime is paid by the schools.
- Jordan Gallagher, the department's Public Information Officer (PIO) hosted facility tours for an elementary school.
- Chief Presented at the Law enforcement Executive round table discussion for the Community Leadership Program (CLP)
- The department held its holiday helpers' giving tree again. Kids from 8 North Liberty families were referred to the program by school employees. Individuals who signed up for the program, were given the likes and wishes of each child. Typically, we see 12-14 kids referred, this year we had 25. This had great support not only within our department but city staff and community members. All of the gifts were donated with the exception of gift cards that were purchased by the PD for the parents/guardians.

Traffic Contacts	435
Parking Contacts	86
Vehicle Inspections	16
Vehicle Unlocks	27
Crash Investigations	28
Public Assists	296
Assist other Agency	125
Crimes Against Persons Report	12
Crimes Against Property Report	17
Other Reports	27
Arrests	23
Warrants	6
Alcohol/Narcotics Charges	11
Crimes Against Persons Charges	4
Crimes Against Property Charges	1
Other Charges	12
Animal Calls	29
Total Calls for Service	1778
*Total Calls for Service for the year	25227



Equipment:

- The front call box at the PD has created an echo in the vestibule so it was replaced with a wall phone. This change will allow dispatchers to better hear the individuals who come in when the PD is closed which, in turn, allows the officers to get a better idea of what kind of situation they will be walking into.

Enforcement/Crime:

- We continue to see thefts from vehicles that are left unlocked with visible items in plain view.
- 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.
- The department's speed trailers were deployed on Penn Street proactively to gather traffic data.

Department Admin:

- Chief held a meeting to submit the budget for FY 2025 as well as for Animal Control.
- Two new Council Members toured the PD.
- Chief attended the ILEA council meeting, the Joint Team, and the Chief's meeting. The Special Teams meeting was attended by Lt Ross. Lt Ross also represented the department at the annual Kirkwood Criminal Justice Advisor board meeting.
- 5 Officers were nominated for 2023 officer of the year by their supervisors or co-workers. Investigator Ryan Rockafellow was selected for his diligent work as an investigator, always filling in when needed, and continued dedication to the NLPD and this community.
- Members working attended the City Holiday Party
- Command staff evaluations were completed.
- Animal Control/Community Service Office position was posted. Deadline is Jan 5th 2024 and we are receiving a high level of interest in the position with over 80 applications so far.
- Officers continue to make referrals to Kieonna Pope our mental health liaison.
- The union scheduling for shift bids was completed for 2024.
- Dr Chris Barnum provided the review of the traffic stop study for 2022-2023 year and final reporting. He will present the findings at a council meeting Feb 13th. The study showed similar findings from the report in 2021.



To **Park & Recreation Commission Board Members**
CC **Mayor, City Council, City Administrator**
From **Shelly Simpson**
Date **January 2, 2024**
Re **Monthly Report – December 2023**

December is a high registration period for programs offered at the start of the New Year, this can be seen in the monthly revenue total of \$106,715.20. It is a busy time of year as more patrons utilize our inside facilities as the weather turns colder. We ended our interviews for our FT Custodian/Maintenance position and offered the position to Adam Hoschek, who will begin work after the New Year. City held its annual holiday party on Dec 14 and rest of month was working around staff sick time, observed holidays and vacation requests.

Upcoming Events:

January: Supreme Basketball Games held on Saturdays.
January 26-Feb 29 Beat the Bitter Events begin; NL Lights & 5Kish Glow Run
January 27 Ice Fishing with TAKO
January 28 Fire & Ice (Ice sculptures, fireworks, fun)
Feb 3 Snuggie Crawl

Recdesk Database:

Reviewing our Recdesk database; we have 13,773 residents (60%) and 9,150 non-residents (40%) totaling 22,923 individuals. Increase of 218 from last month.

Aqua Programs:

Aqua classes came to an end middle of the month, as we offered more open swim times during holiday break. Aqua Program/Class revenue totaled \$5,905.75.

Swim Lessons:

Swim lessons will resume in the middle of January. Revenues totaled \$23,578.50.

Leagues/Sports:

Many sport leagues and pickleball lessons concluded this month. Sport/Leagues revenues totaled \$8,175.

Recsters BASP Program:

BASP AM – 17 participants, PM – 49 participants
All Days: Dec 27-29 averaged 22 participants per day.
Before & After School revenues this month totaled \$10,225.

Classes/Programs:

Classes/Programs revenue totaled \$19,885.50.

Pools: This month, Season Pool Pass revenues totaled \$3,809; Daily Pool Fees totaled \$1,666; Pool Rentals totaled \$1,750, and Concessions revenues totaled \$0-

Weight & Exercise Area / Track:

Weight fee revenues totaled \$21,446; Split membership revenues totaled \$3,015.

We had 3,283 active memberships for the month.

We had 1,390 point of sale transactions for the month.

Gymnasiums:

Gymnasium Rental revenues totaled \$5,615.

Rentals:

Community Center Rental revenues totaled \$2,028.75; Shelter rental revenues totaled \$5;

Field Rental/Tennis Courts revenues totaled \$-0-.

Revenues:

Revenues for this month totaled \$106,715.20.

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 **January 2, 2023**
Re **Street Department Staff Monthly Report for December**

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

- Locating of City Utilities (108 job tickets) ongoing
 - a. This is a decrease of 30% from December 2022
 - b. Total yearly locates equaled 2,837 job tickets
 - c. This is a decrease from the previous year of 3,724 job tickets
- Continued animal control services (10 responses to animal issues)
- Cemetery plot locates (0 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
 - 1. Projects reviewed: Liberty Commons, Buck Moon Villas, Liberty Centre, Solomon Entertainment District, and Liberty Salon
 - ii. Solomon Pt2 walk through by staff to identify unfinished items before city acceptance
 - c. Street Department Building Project
 - i. Project let with a large number of bids received
 - ii. Expected pre-progress meeting held in the coming months to determine project schedule
 - 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
- Monthly warning siren testing in all 8 locations
- Various street sign repairs and new installs
- Service of various pieces of equipment
- Training
 - a. Staff that were due for training and new staff completed CPR/AED training
- Gravel roads and shoulders graded
- Mowing of ROW and easement areas

- Tree removals in ROW locations that were diseased or dead
 - a. Stump locations ground and filled with black dirt
 - b. Restoration and seeding will happen at each site in spring
- Traffic Signals repairs
 - a. W Forevergreen Rd/I380 troubleshoot malfunctioning signal
 - i. Rodents disturbed equipment in cabinet
 - ii. Repairs completed
 - b. S Jones Blvd/W Forevergreen Rd signals damaged by over height truck load
 - i. Worked with staff and contractors to provide traffic control and repairs of signals
 - ii. Working with insurance company to cover costs and replace damaged equipment
 - c. Ranshaw Way/Penn St signal damaged by over height truck load
 - i. Worked with staff and contractors to provide traffic control and repairs of signals. Mast arm and pole needed to be replaced with temporary inventory that was housed at public works campus
 - ii. Working with insurance company to cover costs and replace damaged equipment
- Streets
 - a. GIS mapping of all street signs continues
 - b. GIS mapping of electrical grid that is the responsibility of City continues
- Sanitary Sewer
 - a. Inspection of various manhole locations
- Fall leaf collection totals
 - a. 707 cubic yards of leaves collected in the 2023 season
 - b. Previous year was 1175 cubic yards
 - c. All leaf equipment cleaned, serviced, and put in cold storage for the season
- Snow Operations
 - a. Snow event on 12-1 (mixed precipitation) and 12-28 (4" snow) that staff worked to provide safe travel for the public
 - b. Anti-ice applied for 12-1 snow event
 - i. 6200 gallons applied to 113 lane miles costing \$735
 - c. All equipment cleaned, inspected, and any repairs made after each event
 - d. Staff worked 114 hours of overtime to provide safe traveling roads to the public this month
- FY25 Operational and CIP budgetary work for Road Use, Storm Water, Animal Control, Emergency Warning, and Sanitary Sewer Collection



Tree removal in ROW



Truck hitting traffic signals at S Jones Blvd/W Forevergreen Rd



Truck hitting traffic signals at Ranshaw Way/Penn St



Damaged southbound traffic signals



Removal of damaged pole



Temporary traffic signal installation

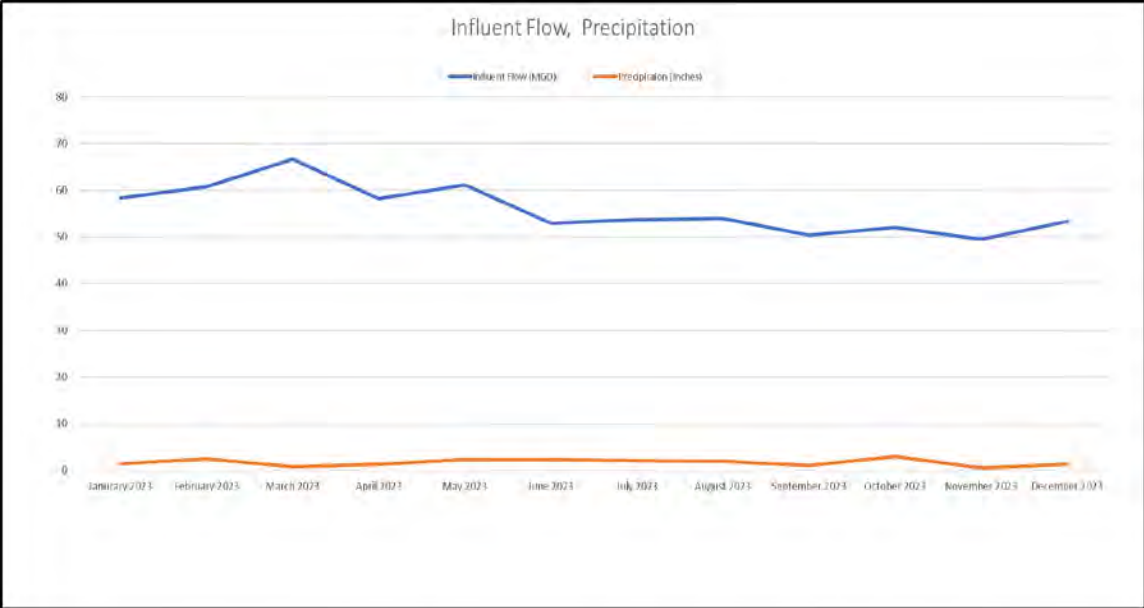


To **City Council, Mayor, and City Administrator**
From **Drew Lammers**
Date **Jan 1, 2023**
Re **December 2023 Water Pollution Control Plant (WPCP) Report**

1. All scheduled preventative maintenance at the plant and lift stations was completed. **113 work orders** were completed throughout December. Maintenance staffed replaced one electric motor for a screw conveyor. They also changed out a transducer and a pump controller at Penn Meadows lift station.
2. This month's staff safety meeting topic was Review of all Dept. Safety Policies. Staff completed target solutions (ladders/scaffolding) online and reviewed all safety topics as a group. Delen Tusing researched topics and lead all monthly safety meetings throughout 2023. Tom Arey has volunteered to take over this task during 2024.

5 staff members completed CPR and First Aid training certifications. A complete review of the dept. safety equipment inventory was done, and supplies were re-ordered as needed.
3. Operations and Lab completed all monthly sample results and reports. Monthly Influent Flow Avg. was **1.72 MGD**. **1.149 MG** of solids were wasted from biological tanks to digesters during November. Operators were able to conserve digester space to allow dewatering operation to remain in standby during the holiday breaks. This saved space in the bio-solids storage building and conserved energy and chemical costs.
4. Mark Farrier led the local Scouts Troop on a tour of our wastewater facility. Around 15 scouts and leaders joined and asked several questions throughout the tour.
5. Management staff met with Veolia and design engineers to discuss future membrane replacement requirements and costs. There are several variables, options, and projections to work through before choosing the optimum plan for the city to budget for. We are planning on working through all those variables throughout the upcoming months to finalize a pricing agreement for the future membrane replacements. The WPCP dept. just finished its first full membrane replacement plan from the original 2008 MBR cassettes except for 2 test cassettes.

Drew Lammers - WPCP Superintendent





To **North Liberty Mayor and City Council Members**
CC **City Administrator Ryan Heiar**
From **Water Superintendent Greg Metternich**
Date **January 3, 2024**
Re **Monthly Report – December 2023**

In the month of December, we treated a total of 35,494,000 gallons of water, our average daily flow was 1,145,000 gallons, and our maximum daily flow was 1,433,000 gallons. The total amount of water used in the distribution system was 0.48% higher than in December 2022. We treated a total of 469,469,000 gallons of water for the entire year, which averages out to about 39,122,000 gallons a month. In comparing 2022's pumpage to 2023's, there was an increase of approximately 20,914,000 gallons which comes out to a 4.45% increase for the year.

We have had a busy month with 9,285 accounts read, 41 re-reads, 88 service orders, 47 shut-offs, 35 re-connects for water service, 215 shut-off notices delivered, 2 new meter set inspections, 4-meter change outs, 15 MIU change outs, assisted 10 customers with data logging information, 48 calls for service, and 7 after hour or emergency calls. Our monthly total service work averaged 22 service orders per day.

Maintenance staff finished our quarterly and yearly required maintenance at the treatment plant and the booster station, they changed oil and greased all the pumping equipment, replaced cartridge filters, changed chemical feed tubing on all 11 of our peristaltic chemical feed pumps, re-calibrated pressure switches, chemical feed pressure valves, and online electronic instrumentation equipment. Generator checks were also conducted in December.

Over the Christmas Holiday we received calls for two different water leaks, the first was a private service on Walnut Street, we were able to shut the water off the curb box and allow the homeowner to hire a contractor to make the repairs. The second leak was on North George Street, the service saddle had blown off the water main and had to be repaired immediately. The repair was made without shutting down the water main, we installed a wraparound repair clamp and re-tapped the service in a different location. The homeowner was billed for the repairs. This spring we'll need to pour new sections of sidewalk and finish the dirt work.

Staff have continued to work on our Lead and Copper inventory list for the EPA. The inventory is due by October 16th, 2024 currently we have collected data on 7,593 properties and have 1,686 unknowns. We were able to identify 395 services in the month of December. 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



Planning Commission

January 2, 2024

Council Chambers, 1 Quail Creek Circle

Call to Order

Chair Josey Bathke called the January 2, 2024 Planning Commission to order at 6:30 p.m. in the Council Chambers at 1 Quail Creek Circle. Commission members present: Barry A'Hearn, Josey Bathke, Sheila Geneser, Jason Heisler, Patrick Staber, Dave Willer, and Amy Yotty; absent: none.

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

Approval of the Agenda

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

Preliminary Subdivision Plat

Staff Presentation

Rusnak presented the request of NLCD Lot 12, LC to approve a Preliminary Subdivision Plat for a 2-lot subdivision on approximately 2.12 acres. The property is located on the west side of Community Drive approximately 275 feet south of Community Drive. Staff recommends the Planning Commission accept the two findings: 1. The preliminary plat, which proposes a mixture of residential and commercial uses would achieve consistency with the Comprehensive Plan Future Land Use Map designation of Urban High Intensity, and 2. The preliminary plat would achieve consistency with Section 180.11(3)(A) and 180.12 of the North Liberty Code of Ordinances, which sets forth the preliminary subdivision plat submittal requirements and design standards, respectively; and forward the request of NLCD Lot 12, LC to approve a Preliminary Subdivision Plat for a 2-lot subdivision on approximately 2.12 acres to the City Council with a recommendation for approval.

Applicant Presentation

Jon Marner, MMS Consultants, was present on behalf of the applicant and offered additional information and to answer questions.

Public Comments

No public comments were offered.

Questions and Comments

The Commission had no discussion on the application.

Recommendation to the City Council

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

Preliminary Subdivision Plat

Staff Presentation

Rusnak presented the request of Pratt Real Estate Management, Inc. to approve a Preliminary Subdivision Plat for a 2-lot subdivision on approximately 2.54 acres. The property is located at the northwest corner of West Penn Street and North Jones Boulevard. Staff recommends the Planning Commission accept the two findings; 1. The preliminary plat, which proposes commercial development, would achieve consistency with the Comprehensive Future Land Use Map designation of Urban High Intensity, and 2. The preliminary plat would achieve consistency with Section 180.11(3)(A) and 180.12 of the North Liberty Code of Ordinances, which sets forth the preliminary subdivision plat submittal requirements and design standards, respectively; and forward the request of Pratt Real Estate Management, Inc. to approve a Preliminary Subdivision Plat revision for a two lot subdivision on approximately 2.54 acres to the City Council with a recommendation for approval.

Applicant Presentation

Jon Marner, MMS Consultants, was present on behalf of the applicant and offered to answer questions.

Public Comments

No public comments were offered.

Questions and Comments

The Commission had no questions or comments regarding the application.

Recommendation to the City Council

Staber moved, Geneser seconded that the Planning Commission accept the two listed findings and forward the Preliminary Subdivision Plat to the City Council with a recommendation for approval. The vote was: ayes – A’Hearn, Bathke, Willer, Yotty, Staber, Geneser, Heisler; nays – none. Motion carried.

Preliminary Site Plan

Staff Presentation

Rusnak presented the request of Pratt Real Estate Management, Inc. to approve a Preliminary Site Plan for a 9,020 square foot multi-tenant commercial building on 1.51 acres. The property is located at the northwest corner of West Penn Street and North Jones Boulevard. Staff recommends the Planning Commission accept the finding; the preliminary plat would achieve consistency with the approval standards enumerated in Section 165.05(2)(E) of the Zoning Code; and forward the request to approval a preliminary site plan for a 9,020 square foot multi-tenant commercial building on 1.51 acres to the City Council with a recommendation for approval.

Applicant Presentation

Jon Marner, MMS Consultants, was present on behalf of the applicant and offered additional information on the development of the design and offered to answer questions.

Public Comments

No public comments were offered.

Questions and Comments

The Commission discussed the application including traffic, renderings, the sensitivity to how the facades have been designed, and location of utilities on the site.

Recommendation to the City Council

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

Approval of Previous Minutes

A'Hearn moved, Willer seconded to approve the minutes of the October 4, 2023 meeting. The vote was all ayes. Minutes approved.

Old and New Business

Rusnak reported another preliminary site plan will be submitted for next month's agenda.

Adjournment

At 6:45 p.m., Staber moved, Willer seconded to adjourn. The vote was all ayes. Meeting adjourned.

Signed:

Tracey Mulcahey, City Clerk



**Parks & Recreation Commission Meeting Minutes
December 7, 2023, 7:00pm**

Present: Shelly Simpson, Brian Motley, Guy Goldsmith, Tim Hamer, Richard Grugin, Shannon Greene, Amy Chen, Kevin Stibal.

1. Call to Order

2. Approval of Minutes Motion to approve November 2nd, 2023 minutes: Shannon; Second: Amy
None opposed to unanimous consent.

3. Reports

a. Parks Report—Guy Goldsmith

- The Parks Department has been busy winterizing landscaping, buildings, and equipment. The first snow removal took place on November 26th.
- Staff completed the annual required continued education to maintain state certified pesticide/herbicide licensing.
- The City Administration building project is on schedule and anticipated to open in the spring.
- Guy continues to attend the Centennial Park Next Stage meetings.
- The Fox Run Pond trail project was put out to bid—10 bids back, contract has been awarded and is lower cost than original expectations. The Fox Run Park playground equipment has been ordered. Contractor scheduled for late August.
- Progress on the Penn Meadows north parking lot. Sod is down, area graded and landscaped. Originally planned to move the existing monument but ended up needing a new monument sign as the old one was cracked and wouldn't survive the move. Used the funds designated to move it for the purchase of the new one.
- Old Casey's building has been torn down. It was originally built on top of a sanitary sewer. The city purchased the lot and can now conduct any needed repairs/updates. Nothing was decided at this time, but the City may resell the property in the future for commercial use.
- Commission members asked about the status of the run-down car wash adjacent to the old Casey's site. Guy shared that the city doesn't own car wash but rather it is privately owned.
- 2024/2025 budget planning is in progress. Guy is working to prioritize needs and projects to develop the CIP. Guy will present his operating budget to the city administration on December 19th.
- Amy asked about the recent announcement of a large grant received by the city. Guy and Richard confirmed that a \$900,000 Enhance Iowa grant was awarded but requires \$100,000 match within 90 days. Shelly and Guy shared that the City Communications Department is doing a great job fundraising and are taking the lead on securing the matching funds.

b. Recreation/Pool Report—Shelly Simpson

- The Recreation Center has been busy with holiday events. Matt Meseck, Recreation Center staff, is the lead on planning and coordinating holiday events such the recent vendor fair (well attended), Elf on a Shelf and Santa's Workshop. Community members are encouraged to stop by the Recreation Center or visit the city website for more information on these events and activities.
- The Winter/Spring activity guide is completed, which covers January through April programming. Registration began December 4th and was very busy.
- Interviews for the open full-time custodial maintenance position were conducted in late November. There were 30 applicants and 8 were selected for interview. The decision will be made by the end of next week.

- Shelly is working on the Recreation Department 2024/25 budget and will be meeting with the city administration soon.
- Kevin commented on the success of the Halloween event at Liberty Pond—well done. Shelly shared that due to popularity, the event may move to two nights next year.

4. Questions, Concerns, Updates—none

5. Community Input / Ideas to Share

- Eva Anderson, Quail Creek Neighborhood Ambassador addressed the commission to discuss the Pebble Court/Fairview Lane traffic circle. The Neighborhood Association is interested in having the circle upgraded and beautified. It has looked the same for many years and needs beautification and repair. Eva expressed appreciation for prior communication with Guy on this issue and stated that the neighborhood is hoping that this project can be included in the upcoming budget.
- Michelle Edwards, Quail Creek Neighborhood resident, advocated for upgrades to the traffic circle.
- Shannon shared that she resides near the traffic circle and agrees that repairs and beautification would have a major impact. This project will become more important as traffic increases with the opening of the new hospital.
- Kevin asked if removing the traffic circle was an option. Guy shared that it would be more expensive to remove than upgrade, and that it also serves a valuable function in slowing traffic.
- Eva asked about the City's budgeting process to best know how neighbors could advocate for the inclusion of the traffic circle project. She shared that neighbors are willing to help in any way including contributing to the project and gathering support through petition. She asked if it is realistic to get it through next year's budget. Guy responded that it has been mentioned to the City Manager. It is not truly a Parks project, however, but more of a streets project, however Guy is willing to present it and feels the Parks Department would be willing to assist given it is landscaping. He would just need approved resources for new plants, ground cover and signs. One bid was secured about a year ago from a local landscaper and came in between \$5000-\$6000.
- North Liberty resident John Weis addressed the commission. John and his wife, Beth, are longtime residents who reside on St. Andrews Drive. John shared that they are part of a group of approximately 20 residents who are members of "Friends of Freedom Park". This group has been very active in advocating and caring for the park, including Earth Day Clean Up. John thanked Guy and his department for their response and assistance to requests, including the removal of wild parsnip. John inquired about the future for the park and if any improvements or construction were happening. Guy responded that plans are included in the FY26 CIP and would include trail connections. John asked how his group could help provide input to the plan. Guy shared that they work with Shive Hattery for planning and can ask for public input when that time comes—discussions likely starting next year. Brian asked John what they would like to see added. John mentioned assets to improve fishing such as piers and handicap accessibility. Neighbors would be willing to contribute to flowers and trees.
- Shannon asked about seating at the park. Guy responded there is none currently, but it would be added with the trail. Most benches in town have been purchased by families or individuals for memorials. Community members can contribute in this way. The ballpark cost per is \$2000 (\$1000 bench plus concrete pad). Planting a tree is a less desirable option as it is tough to maintain a plaque next to a tree.
- Eva asked if there is information on the website about sponsoring a bench. Guy said it can be added and shared that any group could sponsor a bench, it wouldn't have to be a memorial.
- Richard expressed gratitude to Guy and the Parks Department for the time and care they take with projects.
- Kevin asked if community groups could raise funds now for a bench, ahead of the work with Shive Hattery. Guy said yes, with the caveat that a bench may have to be moved in the future. Currently there is a 10-week wait on bench orders.
- Guy circled back to the traffic circle topic and let the commission and community members know that final budget decisions won't be made until April. Guy expressed his thanks to the community members for helping out with the clean-up of Freedom Park as it is a great help to the city.

6. Upcoming Events

- a. WS Programs (Jan-April) registration under way. Registration started last week. Look for that data in next month's report.
- b. Supreme Leagues held on Saturdays begin in January, 2024. Tiffin, NL, Coralville league—largest number of kids ever. 140 1st and 2nd grade boys participating.

7. New Business

- a. Kevin Stibal resignation-Kevin announced his resignation from the commission, due to family obligations. The Commission expressed they're thanks to Kevin for his service.
- b. Board Appointments – Mayor will appoint two new board members on Dec. 12th meeting. Start with January 2024 meeting.

8. Old Business

Fox Run Playgroup equipment ordered and scheduled for installation late August. Will take 2 weeks for equipment and surfacing. No wood chips, all new playgrounds will have new surfacing. Life expectancy 20+ years, warrantied, holding up well in Iowa weather.

9. Next Meeting

- a. Thursday, January 4, 2024, at 7:00pm.

10. Adjourn Motion: Amy; Second: Kevin None opposed.