



**North Liberty City Council
Regular Session
June 11, 2024**



City Administrator Memo



To **Mayor and City Council**
From **Ryan Heiar, City Administrator**
Date **June 7, 2024**
Re **City Council Agenda June 11, 2024**

Consent Agenda

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

- City Council Minutes (05/28/24)
- Pay Application #6, Penn Meadows Parking Lot Project, Midwest Concrete, Inc., \$112,163.90
- Pay Application #2, West Penn Street Improvements, Peterson Contractors, Inc., \$31,110.51
- Change Order #1, West Penn Street Improvements, Peterson Contractors, Inc., (\$7,859.84)
- Claims

Meetings & Events

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

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

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

2024 Bond Sale

Annually, the City borrows funds to pay for projects that have been or are nearing completion. Because the City's cash position is strong, it has the ability to borrow after the fact, which saves money on interest and eliminates uncertainty of identifying exact project costs prior to the completion of the project. Tuesday's agenda includes a public hearing in regard to the parkland acquisition in the amount of \$2.7 million, and a resolution taking additional action on a proposal to enter into one combined loan agreement for all of the projects identified in the chart above. Staff recommends approval of the resolution. The date for the bond sale is still pending.

2024A Bond Issuance

| | |
|--|--------------------|
| <i>Northside Park Land Acquisition</i> | \$2,700,000 |
| <i>Penn Meadows Parking Lot</i> | \$2,100,000 |
| <i>City Hall [B]</i> | \$4,250,000 |
| | \$9,050,000 |

City Hall and Library Cleaning Contract

With the anticipated opening of City Hall, staff issued an RFP in April for cleaning services for the new building, as well as the library, police station and Ranshaw House. The current cleaning service for City Hall and the library, Galaxy Cleaning, did not submit a proposal; however, four other vendors did and Premier Cleaning, a North Liberty based company provided the most competitive proposal for the library and City Hall. Included in the packet is an agreement for weekly cleaning services for City Hall and the library for which

staff recommends approval. A cleaning contract for the PD and Ranshaw House with MCM Professional Services, the current provider for the PD, will be presented at a later date.

Solomon's Entertainment District Site Plan

This commercial site plan proposes a 5,046 square foot Corda Credit Union and related infrastructure at the north side of West Penn Street approximately 220 feet west of North Jones Boulevard. Earlier this year, Linn County Credit Union became Corda Credit Union. North Liberty will be the Credit Union's first location in Johnson County and outside of Linn County. This lot will not have direct access to West Penn Street or Hayes Lane. Rather, there will be cross-access between the adjacent properties. From a parking standpoint, this is an ideal use for the property as the adjacent properties will likely have increased parking needs on the weekends and evenings. Staff is appreciative that the building and site were very well designed from the initial submittal. The Planning Commission unanimously recommended approval of the site plan at its June 4 meeting. Staff also recommends approval of the site plan.

North Liberty Community Pantry Site Plan

This commercial site plan proposes a 10,500 square foot food pantry and related infrastructure at the north side of West Penn Street approximately 200 feet west of North Dubuque Street. From a geographical standpoint, this is an ideal location being centrally located in the community. Staff has had several informal conversations over the past several years regarding uses that it deemed inappropriate for this location, such as self-storage buildings, contractor bays, etc. During the large Zoning Ordinance update in 2022, staff recommended (and Council adopted) allowing community pantries in commercial districts without the size restrictions if operating in a non-commercial district. Staff is encouraged that modernizing the Zoning Ordinance to reflect contemporary practices and trends directed an appropriate use for the property. The building and site are well designed, and the applicant and team have been outstanding to work with. The Planning Commission unanimously recommended approval of the site plan at its June 4 meeting. Staff also recommends approval.

TL & L / UIHC Forevergreen Traffic Signal Easement

The University of Iowa has negotiated the purchase, on behalf of the City, of a permanent easement from T L & L, Inc. for the purposes of installing and maintaining traffic signals and appurtenant utilities at Forevergreen Road, north of the new UIHC hospital facilities. There are no City funds being expended for this easement. Staff recommends approval.

Greenbelt Trail 3-4 Easement Agreements

The Developer of the Greenbelt Trail Subdivision has provided staff with required copies of easements for drainage and storm water management for parts 3 and 4. The easements and agreement will help ensure that surface water is managed effectively within the subdivisions and along the trail extending west to Dubuque Street. Staff recommends approval.

Buck Moon Villas, LLC Rezoning & Developer's Agreement

The Developer's and Stormwater agreements, which identify the requirements of the City and developer (including a cost share for enhanced stormwater measures) and provide for effective storm water management, are recommended for approval by staff.

Buck Moon Villas, LLC is requesting a zoning map amendment from RS-6 Single-Unit Dwelling District to RM-12 Multi-Unit Residence District on approximately .39 acres and approximately .62 acres (1.01 total acres) – northeast corner of Highway 965/Ranshaw Way and North Dubuque Street – to facilitate development of two-unit home sites on each lot. During design of the subdivision, it was realized that it would be more efficient to construct two-unit residences on two of the proposed lots. The proposed RM-12 zoning is adjacent to existing RM-12 in the proposed development. The approved preliminary plat depicts 61 single-unit lots and 7 multi-unit lots. This change would allow 58 single-unit lots and 9 multi-unit lots. A virtual good neighbor meeting was held on April 5, 2024. A few people outside of City staff and the applicant attended the meeting but did not have any comments. Although outside the normal notification boundary, staff contacted representatives of the Fox Run Subdivision and informed them of the request and the meeting. There are no objections to the request. The Planning Commission unanimously recommended approval of the rezoning at its May 7 meeting. Staff also recommends approval.

Primestone Residential Rezoning

Primestone Residential is requesting a Future Land Use Map amendment from Urban Low Intensity (ULI) to Urban High Intensity (UHI) on approximately 7.65 acres and a zoning map amendment (rezoning) from ID Interim Development District to C-2 Highway Commercial District on approximately 7.65 acres, to RM-12 Multi-Unit Residence District on 17.01 acres, to RM-8 Multi-Unit Residence District on approximately 9.18 acres, and to RS-6 Single-Unit Residence District on approximately 9.9 acres (approximately 43.74 total acres). The property is generally located on the north side of West Forevergreen Road approximately 150 feet west of Covered Bridge Boulevard. This area of North Liberty continues to evolve as more land is developed and proposals are examined. It is

City staff's opinion that the proposed development would fit nicely in the emerging development pattern. One primary consideration is the future intersection of Alexandar Way (collector street) and West Forevergreen Road (arterial street) and the overall roadway network. Notably, during development of the 2022 Comprehensive Plan – Connected to Tomorrow, this property was designated Urban Low Intensity (UHI) on the Future Land Use Map because staff wanted the opportunity to scrutinize a proposed development more closely. Staff is confident with the location of the Alexandar Way/West Forevergreen Road intersection depicted on the concept plan. It is anticipated that Alexandar Way would extend south of Forevergreen Road, into Coralville and eventually connect to Highway 6. This would appear to be a major urban intersection in North Liberty and helped inform the appropriateness of commercial zoning in this location. Staff continues to advocate that arterial/arterial and arterial/collector intersections are appropriate locations for higher intensity/density (an example is West Penn Street and North Jones Boulevard). A virtual good neighbor meeting was held on April 5, 2024. A few people outside of City staff and the applicant attended the meeting but did not have any comments. Staff contacted representatives of the Fox Valley Subdivision and informed them of the request and the meeting. There is one formal objection to the request. The Planning Commission unanimously recommended approval of the rezoning at its May 7 meeting. Staff recommends approval as well.



Agenda

CITY COUNCIL

June 11, 2024

6:00 p.m. (Revised start time)

Regular Session
Council Chambers
360 N. Main Street

1. Call to order
2. Roll call
3. Approval of the Agenda
4. Consent Agenda
 - A. City Council Minutes, Regular Session, May 28, 2024
 - B. Penn Meadows Parking Lot Project, Pay Application Number 6, Midwest Concrete, Inc., \$112,163.93
 - C. West Penn Street Improvements Project, Pay Application Number 2, Peterson Contractors, Inc., \$31,110.51
 - D. West Penn Street Improvements Project, Change Order Number 1, Peterson Contractors, Inc., (\$7,859.84)
 - E. Claims
5. Public Comment
6. Engineer Report
7. City Administrator Report
8. Mayor Report
 - A. Juneteenth National Freedom Day Proclamation
9. Council Reports
10. 2024A Bond Sale
 - A. Public hearing on proposal to enter into a General Obligation Urban Renewal Loan Agreement
 - B. Resolution 2024-62, A Resolution setting the date for public hearing on proposal to enter into a General Obligation Urban Renewal Loan Agreement

11. Janitorial Contract
 - A. Resolution Number 2024-63, A Resolution approving the Janitorial Services Contract – City Hall & Library between the City of North Liberty and Riggangood, LLC

12. Solomon’s Entertainment District Part Two
 - A. Staff and Planning Commission recommendations
 - B. Applicant Presentation
 - C. Resolution Number 2024-64, A Resolution approving the Preliminary Site Plan for Solomons Entertainment District – Part Two, Lot 1, North Liberty, Iowa

13. 350 W. Penn Street
 - A. Staff and Planning Commission recommendations
 - B. Applicant Presentation
 - C. Resolution Number 2024-65, A Resolution approving the Preliminary Site Plan for 350 W. Penn Street, North Liberty, Iowa

14. TL&L and UIHC Easement Agreement
 - A. Resolution Number 2024-66, A Resolution approving the Public Easement Agreement between T L & L, the City of North Liberty, and the State Board of Regents

15. Greenbelt Trail
 - A. Resolution Number 2024-67, SMF, A Resolution approving the Storm Water Management Facilities Maintenance Agreement and Easements between the City of North Liberty and Greenbelt Trail, L.L.C. that establishes the terms and conditions under which stormwater management facilities will be maintained for Greenbelt Trail Parts Three and Four in the City of North Liberty, Iowa

16. Buck Moon Villas, LLC
 - A. Resolution Number 2024-68, A Resolution approving the Storm Water Management Facilities Maintenance Agreement and Easement between the City of North Liberty and Buck Moon Villas, L.L.C. that establishes the terms and conditions under which stormwater management facilities will be maintained for Buck Moon Villas Subdivision in the City of North Liberty, Iowa
 - B. Resolution Number 2024-69, A Resolution approving the Developer’s Agreement for Buck Moon Villas Subdivision, North Liberty, Iowa
 - C. Second consideration of Ordinance Number 2024-04, An Ordinance amending the Zoning Map District Designation for Certain Property located

in North Liberty, Iowa from RS-6 Single-Unit Residential District to RM-12 Multi-Unit Residence District

17. Primestone Residential Rezoning

- A. Second consideration of Ordinance Number 2024-05, An Ordinance amending the Zoning Map District Designation for Certain Property located in North Liberty, Iowa from ID Interim Development District to C-2 Highway Commercial District on approximately 7.65 acres, to RM-12 Multi-Unit Residence District on 17.01 acres, to RM-8 Multi-Unit Residence District on approximately 9.18 acres, and to RS-6 Single-Unit Residence District on approximately 9.9 acres

18. Old Business

19. New Business

20. Adjournment



Consent Agenda

City Council
May 28, 2024
Regular Session

Call to order

Mayor Pro Tem Wayson called the May 28, 2024, Regular Session of the North Liberty City Council to order at 6:30 p.m. in Council Chambers at 360 N. Main Street. Councilors present: Brian Leibold, Paul Park, Erek Sittig, Brent Smith, and Brian Wayson; absent: Mayor Hoffman.

Others present: Ryan Heiar, Tracey Mulcahey, Grant Lientz, Ryan Rusnak, Josiah Bilskemper, Bryce Achen, Bruce Colony, Jessica Lang, Nick Bergus, Jillian Miller, Natalie Oppedal, Kelly Sittig, Alicia Abrams, Angela Millard, and other interested parties.

Approval of the Agenda

Leibold moved; Smith seconded to approve the agenda. The vote was all ayes. Agenda approved.

Consent Agenda

Sittig moved, Leibold seconded to approve the Consent Agenda including the City Council Minutes, Regular Session, May 14, 2024; City Hall Project, Change Order Number 5, City Construction, \$19,586.00; Liquor License Renewal, LD Express; 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 the Penn Street Railroad Crossing Project will start Monday, June 10. The crossing will be closed. The detour is North Dubuque Street and Ranshaw Way. The contractor has 15 working days to open the crossing back up to traffic. The Fox Run Pond Trail Project starts Monday, June 17. West Penn Street construction continues.

City Administrator Report

City Administrator Heiar reported that last Friday, Mike Keating, an employee for 28 years, retired. The indoor pool remains closed. The problem has been diagnosed. The pool is expected to be back in service the week of June 3. Heiar reported that starting in June Council meetings will start at 6 p.m.

Mayor Report

Mayor Pro Tem Wayson proclaimed Pride Month and Gun Violence Awareness Month. Alicia Abrams & Kelly Sittig, part of the North Liberty – Anti-Racism & Social Justice group accepted the Pride Month Proclamation. Jessica Lang, Johnson County Community Violence Prevention Coordinator, accepted the Gun Violence Awareness Month Proclamation.

Council Reports

Councilor Leibold attended the Business P.M. at Pinseekers. He reported that Liberty High School and Liberty Lightning Baseball club will be collecting gently used ball equipment for those in the middle of the state affected by severe weather. He thanked military personnel, especially those who died in service. Councilor Smith is part of a review committee that will award grants to non-profits. Councilor Park attended the NLCP golf outing and Remarkable Rigs at Centennial Park. He volunteered at Penn Elementary Fun Night. He is volunteering for the NLCP capital campaign. He offered congratulations to graduating seniors. Councilor Wayson announced the MPOJC meeting will be held here tomorrow with likely conversation about bus rapid transit. He attended the EMA meeting where they completed the budget amendment. He, along with other elected officials, worked on staff evaluation. The County is going to be the bonding authority for the facility being constructed for storing equipment which will be located on Forevergreen Road in the Tiffin area. EMA received funding for new storm siren down by String Town. Councilor Sittig attended Living Room Conversations at the Library on the topic of Trust in Elections.

FY 24 Budget Amendment

Mayor Pro Tem Wayson opened the public hearing regarding the proposed FY 24 Budget Amendment at 6:49 p.m. No oral or written comments were received. The public hearing was closed at 6:50 p.m.

Sittig moved, Leibold seconded to approve Resolution Number 2024-56, A Resolution amending the Current Budget for the Fiscal Year ending June 30, 2024. After discussion, the vote was: ayes – Sittig, Park, Smith, Leibold, Wayson; nays – none. Motion carried.

2024A Bond Sale

Mayor Pro Tem Wayson opened the public hearing on proposal to enter into an Essential Purpose Loan Agreement at 6:51 p.m. No oral or written comments were received. The public hearing was closed at 6:51 p.m.

Sittig moved, Leibold seconded to approve Resolution Number 2024-57, A Resolution taking additional action on proposal to enter into an Essential Purpose Loan Agreement. The vote was: ayes- Leibold, Sittig, Wayson, Smith, Park; nays – none. Motion carried.

Sittig moved, Park seconded to approve Resolution 2024-58, A Resolution setting the date for public hearing on proposal to enter into a General Obligation Urban Renewal Loan Agreement. The vote was: ayes – Leibold, Smith, Sittig, Park, Wayson; nays – none. Motion carried.

Centennial Events Center

Wayson moved, Park seconded to approve Resolution Number 2024-59, Resolution accepting the bid and authorizing execution of the contract for the Centennial Park Events Complex Project, North Liberty, Iowa. After discussion, the vote was: ayes – Wayson, Sittig, Smith, Park, Leibold; nays – none. Motion carried.

Nick Bergus, Jillian Miller, and Angela Millard were present and offered information regarding Centennial Center rental fees. Council discussed the information with staff.

Leibold moved, Park seconded to approve Resolution Number 2024-60, Resolution approving the Centennial Center rental fee structure. The vote was: ayes – Sittig, Park, Smith, Wayson, Leibold; nays – none. Motion carried.

Buck Moon Villas, LLC Rezoning

At 7:18 p.m. the Mayor Pro Tem opened the Public Hearing regarding proposed rezoning. No oral or written comments were received. The public hearing was closed at 7:18 p.m.

Rusnak reported that staff and the Planning Commission recommend approval of the proposed rezoning. Council discussed the report with staff.

The applicant was present and available for questions.

Leibold moved, Park seconded to approve the first consideration of Ordinance Number 2024-04, An Ordinance amending the Zoning Map District Designation for Certain Property located in North Liberty, Iowa from RS-6 Single-Unit Residential District to RM-12 Multi-Unit Residence District. The vote was: ayes – Wayson, Park, Smith, Leibold, Sittig; nays – none. Motion carried.

Primestone Residential Rezoning

At 7:22 p.m., Mayor Pro Tem Wayson opened the public hearing regarding proposed rezoning. Bruce Colony, property owner, spoke regarding the development. Rusnak reported that one letter of objection was received, and the resident of 1780 Forevergreen Road reached out seeking information on the rezoning. The public hearing was closed at 7:25 p.m.

Rusnak reported that staff and the Planning Commission recommend approval of the proposed rezoning.

Bryce Achen, McClure Engineering, was present on behalf of the applicant and offered additional information on the proposal. Council discussed the proposal with staff and the applicant representative.

Smith moved, Park seconded to approve Resolution Number 2024-61, A Resolution amending the Future Land Use Map. After discussion, the vote was: ayes – Leibold, Park, Smith; nays – Wayson; abstain – Sittig. Motion carried.

Park moved, Smith seconded to approve the first consideration of Ordinance Number 2024-05, An Ordinance amending the Zoning Map District Designation for Certain Property located in North Liberty, Iowa from ID Interim Development District to C-2 Highway Commercial District on approximately 7.65 acres, to RM-12 Multi-Unit Residence District on 17.01 acres, to RM-8 Multi-Unit Residence District on approximately 9.18 acres, and to RS-6 Single-Unit Residence District on approximately 9.9 acres. The vote was: ayes – Smith, Park, Leibold; nays – Wayson; abstain – Sittig. Motion carried.

North Ridge Part Four Rezoning

Leibold moved, Park seconded to approve the third consideration and adoption of Ordinance Number 2024-03, An Ordinance amending the Zoning Map District Designation for Certain Property located in North Liberty, Iowa from ID Interim Development District to RS-4 Single-Unit Residence District. After discussion, the vote was: ayes – Sittig, Wayson, Leibold, Smith, Park; nays – none. Motion carried.

Old Business

No old business was presented.

New Business

Councilor Sittig asked about the master plan for development along Forevergreen Road. Councilor Wayson reported that Friday night Ranshaw concerts start in June

Adjournment

Leibold moved; Park seconded to adjourn at 7:52 p.m. The vote was all ayes. Meeting adjourned.

CITY OF NORTH LIBERTY

By: _____
Brian Wayson, Mayor Pro Tem

Attest: _____
Tracey Mulcahey, City Clerk



MIDWEST CONCRETE INC.

9835 Midwest Lane Peosta, IA 52068 Ph: (563) 845-0947 Fax: (563) 583-1007 Email: office@midwest-concrete.net

North Liberty Penn Meadows Park

Payment Application #5

Date: 4/30/2024

Table with columns: Qty, Unit, Price, Contract Amount, Previous Quantity, Previous Amount, Quantity this Estimate, Amt this Estimate, Quantity to Date, Total to Date. Rows include items like CLEARING AND GRUBBING, EXCAVATION, SUBGRADE PREPARATION, etc.

5% Retainage \$ 78,570.62 \$ 5,903.36 \$ 84,473.99

Previous Payments: 1,492,841.80 Total this Period: \$ 112,163.93 Total Less Retainage: \$ 1,605,005.73

Shive-Hattery, Josiah Bllskemper
Project Engineer Date 06/04/24

Midwest Concrete Inc.
Project Manager Date

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 3 PAGES

TO OWNER: City of North Liberty PROJECT: West Penn Street Improvements APPLICATION NO.: 2
 PERIOD TO: 5-25-24
 PROJECT NOS.:
 Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR: Peterson Contractors, Inc. VIA ARCHITECT: CONTRACT DATE: 2-29-24
 104 Blackhawk Street
 P.O. Box A
 Reinbeck, IA 50669

CONTRACT FOR: Street Improvements

CONTRACTOR'S APPLICATION FOR PAYMENT

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

| | | |
|--|----|-----------------------------|
| 1 ORIGINAL CONTRACT SUM | \$ | <u>933,835.00</u> |
| 2 Net by Change Orders | \$ | <u>(7,859.84)</u> |
| 3 CONTRACT SUM TO DATE | \$ | <u>925,975.16</u> |
| 4 TOTAL COMPLETED AND STORED TO DATE | \$ | <u>144,745.02</u> |
| 5 RETAINAGE: | | |
| a. 5% of Completed work | \$ | <u>7,237.25</u> |
| b. % of Stored Materials | | <u> </u> |
| Total Retainage | \$ | <u>7,237.25</u> |
| 6 TOTAL EARNED LESS RETAINAGE | \$ | <u>137,507.77</u> |
| 7 LESS PREVIOUS CERTIFICATES FOR PAYMENT | \$ | <u>106,397.25</u> |
| 8 CURRENT PAYMENT DUE | \$ | <u>31,110.51</u> |
| 9 BALANCE TO FINISH, INCLUDING RETAINAGE | \$ | <u>788,467.39</u> |

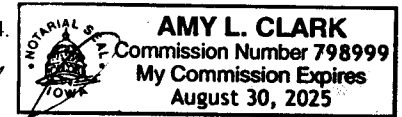
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR: Peterson Contractors Inc.

By: Jennifer Wissler Date: 5/31/2024

State of: Iowa
 County of: Grundy
 Subscribed and sworn to before me this
31st day of May, 2024.

Notary Public: [Signature]
 My commission expires: 8-30-25



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 31,110.51

ARCHITECT: [Signature] Date: 5/31/2024

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

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|--|-------------|---------------|
| Total changes approved in previous months by Owner | | |
| Total approved this Month | \$ 8,241.02 | \$ 16,100.86 |
| TOTALS | \$ 8,241.02 | \$ 16,100.86 |
| NET CHANGES by Change Order | | \$ (7,859.84) |

J24084

CHANGE ORDER
For Local Public Agency Projects

No.: 01

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

Project Number: 2112202190

Kind of Work: Roadway Construction

Local Public Agency: North Liberty

Contractor: Peterson Contractors, Inc.

Date Prepared: 05/29/2024

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

A - Description of change to be made:

- 0006 - REDUCE quantity of "APRONS, CONCRETE, 24 IN. DIA) to 0 EA.
- 0012 - REDUCE quantity of "RCP, 24 IN." to 0 LF.
- 9002 - ADD an item for "24" RCP RETURN FREIGHT". Quantity for item shall be 1 LS.
- 9003 - ADD an item for "36" APRON GUARD DELETED". Quantity for item shall be 4 EA. (CREDIT)
- 9004 - ADD an item for "RCP, 18 IN." Quantity for item shall be 52 LF.
- 9005 - ADD an item for "APRONS, CONCRETE, 18 IN. DIA (NO GUARD)". Quantity for item shall be 1 EA.

B - Reason for change:

- 0006 - Existing pipe to be extended was found to be 18" in lieu of 24". 24" RCP items will not be used and will be replaced with 18".
- 0012 - Existing pipe to be extended was found to be 18" in lieu of 24". 24" RCP items will not be used and will be replaced with 18".
- 9002 - 24" Pipe needed to be returned to supplier to swap with 18" size and has an associated return freight fee.
- 9003 - Apron guards will not be used for pipes to prevent clogging issues as agreed by City and County.
- 9004 - 18" RCP will be added to the project to properly connect to existing storm outlet.
- 9005 - 18" RCP pipe apron will be used to properly connect to the new pipe outlet.

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

- 0006 - Established Unit Price
- 0012 - Established Unit Price
- 9002 - Agreed Unit Price
- 9003 - Agreed Unit Price (CREDIT)
- 9004 - Agreed Unit Price
- 9005 - Agreed Unit Price

D - Justification for cost(s) (See I.M. 3.805, Attachment D, Chapter 2.36, for acceptable justification):

- 0006 - Unit price was established from bid form.
- 0012 - Unit price was established from bid form.
- 9002 - An agreed upon unit price for the work was established. Cost is considered reasonable for material trucking costs.
- 9003 - An agreed upon unit price for the work omission was established. The cost is considered reasonable for the apron guard material cost.
- 9004 - An agreed upon unit price for the work was established. Cost is considered reasonable based on size and quantity of the RCP storm pipe.
- 9005 - An agreed upon unit price for the work was established. Cost is considered reasonable based on size and quantity of the RCP storm apron.

E - Contract time adjustment: No Working Days added Working Days added: _____ Unknown at this time

Justification for selection:
Revision of pipe size will not add working days.

F - Items included in contract:

| Participating | | | | For deductions enter as "-x.xx" | | |
|---|-----------|-------------|-------------------------------|------------------------------------|------------------|---------------|
| Federal-aid | State-aid | Line Number | Item Description | Unit Price .xx | Quantity .xxx | Amount .xx |
| | | 0006 | APRONS, CONCRETE, 24 IN. DIA. | \$3,455.50 | -1.00 | -\$3,455.50 |
| | | 0012 | STORM SEWER, RCP, 24 IN. DIA. | \$101.50 | -52.00 | -\$5,278.00 |
| | | | | | | |
| <div style="display: inline-block; border: 1px solid black; padding: 2px;">Add Row</div> <div style="display: inline-block; border: 1px solid black; padding: 2px; margin-left: 20px;">Delete Row</div> | | | | | | TOTAL |
| | | | | | | -\$8,733.50 |

G - Items not included in contract:

| Participating | | | | For deductions enter as "-x.xx" | | |
|---|-----------|---------------|--|------------------------------------|------------------|---------------|
| Federal-aid | State-aid | Change Number | Item Description | Unit Price .xx | Quantity .xxx | Amount .xx |
| | | 9002 | 24" RCP RETURN FREIGHT | \$105.00 | 1.000 | \$105.00 |
| | | 9003 | 36" APRON GUARD DELETED | -\$1841.84 | 4.00 | -\$7367.36 |
| | | 9004 | STORM SEWER, RCP, 18 IN. DIA. | \$92.78 | 52.00 | \$4,824.56 |
| | | 9005 | APRONS, CONCRETE, 18 IN. DIA. (NO GUARD) | \$3,311.46 | 1.00 | \$3,311.46 |
| <div style="display: inline-block; border: 1px solid black; padding: 2px;">Add Row</div> <div style="display: inline-block; border: 1px solid black; padding: 2px; margin-left: 20px;">Delete Row</div> | | | | | | TOTAL |
| | | | | | | \$873.66 |

NET CHANGE FROM CHANGE ORDER 01: -\$7859.84

H. Signatures

Agreed:

Carroll Peterson 5/29/24
Contractor Date

Recommended:

[Signature] 5/29/2024
Project Engineer Date

Approved:

Person in Responsible Charge Date Other (optional) Title Date



Mayor Report



PROCLAMATION

Juneteenth National Freedom Day

Whereas, Juneteenth National Freedom Day is a day of profound significance in American history, marking the end of slavery in the United States and commemorating the emancipation of enslaved African Americans. It celebrates the day of June 19, 1865, two and a half years after the Emancipation Proclamation, when Major General Gordon Granger led Union soldiers into Galveston, Texas, bringing news that the Civil War had ended and reading the order that declared the remaining quarter of a million enslaved people – mostly of African descent – to be legally free from their Texan masters; and

Whereas, Juneteenth serves as a reminder of the long and arduous journey toward freedom and equality for all Americans, and underscores the resilience, strength, and perseverance of the African American community; and

Whereas, in Texas and throughout the South, Juneteenth celebrations began to be held each year on June 19th – consisting of prayer services, inspirational speeches, readings of the Emancipation Proclamation, food, games & dances; and

Whereas, in 1997, during the 105th U.S. Congress, House Joint Resolution 56 and Senate Joint Resolution 11 were passed, officially recognizing the true anniversary of the emancipation of enslaved African Americans, as “Juneteenth Independence Day,” an important part of our country’s history and heritage; and

Whereas, Juneteenth reflects our community’s deep belief in liberty and equality for all individuals, as all benefit from a greater understanding and appreciation of the experiences of others; and

Whereas, the observance of Juneteenth encourages dialogue, education, and understanding of our nation's complex history and the enduring legacy of slavery, and inspires efforts to promote diversity, inclusion, and unity in our communities; and

Whereas, Juneteenth provides an opportunity for all Americans to honor the contributions and achievements of African Americans throughout history, celebrate African American culture and art, and to recognize the ongoing struggle for racial justice and equality in our society.

Now, therefore, be it proclaimed that I, Chris Hoffman, Mayor of North Liberty, do hereby recognize Wednesday, June 19, 2024, as

Juneteenth National Freedom Day

in the City of North Liberty and would encourage community members to search for events in the area and learn how to participate in this year’s Juneteenth celebration activities.

Signed in North Liberty, Iowa, this 11th day of June, 2024.

Mayor Chris Hoffman



2024A Bond Sale

MINUTES TO HOLD HEARING ON LOAN AGREEMENT

421033-94

North Liberty, Iowa

June 11, 2024

The City Council of the City of North Liberty, Iowa, met on June 11, 2024, at 6:00 p.m., at the Council Chambers, North Liberty, Iowa. The meeting was called to order by the Mayor, and the roll being called, the following named Council Members were present and absent:

Present: _____

Absent: _____.

This being the time and place specified for taking action on the proposal to enter into a certain General Obligation Urban Renewal Loan Agreement, as defined in the attached resolution, in a principal amount not to exceed \$2,700,000, 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. 2024-62

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

WHEREAS, the City of North Liberty (the “City”), in Johnson County, Iowa heretofore proposed to enter into a loan agreement (the “2021 Loan Agreement”), pursuant to the provisions of Section 384.24A and 384.24.3(q) of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$9,300,000 for the purpose of paying the costs, to that extent, of undertaking the City Hall Project, an urban renewal project in the North Liberty Urban Renewal Area (such project having been authorized by action of the City Council on December 14, 2021 and consisting of constructing, furnishing and equipping a new City Hall facility), and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 11, 2022, no petition had been filed with the City asking that the question of entering into the 2021 Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, the City used a portion (\$965,000) of its borrowing authority under the 2021 Loan Agreement to issue its General Obligation Corporate Purpose Bonds, Series 2023A, leaving borrowing authority thereunder in the principal amount not to exceed \$8,335,000; and

WHEREAS, the City also proposed to enter into an additional loan agreement (the “2022 Loan Agreement”), pursuant to the provisions of Section 384.24A and 384.24.3(q) of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$500,000 for the purpose of paying the costs, to that extent, of undertaking the City Hall Project; and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of October 25, 2022, no petition had been filed with the City asking that the question of entering into the 2022 Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, the City also proposed to enter into a General Obligation Loan Agreement (the “Essential Purpose Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$2,100,000 pursuant to the provisions of Section 384.24A of the Code of Iowa for the purpose of paying the costs, to that extent, of undertaking parking lot improvements at Penn Meadows Municipal Park (the Essential Purpose Project”); and pursuant to law and duly published notice of the proposed action has held a hearing thereon on May 28, 2024; and

WHEREAS, the City also proposed to enter into a General Obligation Urban Renewal Loan Agreement (the “General Obligation Urban Renewal Loan Agreement” and together with the 2021 Loan Agreement, the 2022 Loan Agreement, and the Essential Purpose Loan Agreement, the “Loan Agreements”) and to borrow money thereunder in a principal amount not to exceed \$2,700,000 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 Northside Community Park Land Acquisition Project, an urban renewal project of the City authorized by action of the City Council on June 27, 2023, as amended on May 14, 2024, 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 June 11, 2024, no petition had been filed with the City asking that the question of entering into the General Obligation Urban Renewal Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, pursuant to Section 384.28 of the Code of Iowa, the City Council intends to combine Loan Agreements into a single loan agreement (the "Loan Agreement");

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

Section 1. The Loan Agreements are hereby combined into the Loan Agreement. The City Council hereby determines to enter into the Urban Renewal Loan Agreement in the future and orders that general obligation bonds be issued at such time, in evidence thereof. The City Council further declares that this constitutes the "additional action" required by Section 384.25 of the Code of Iowa.

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

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

APPROVED AND ADOPTED this 11th day of June, 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
COUNTY OF JOHNSON
CITY OF NORTH LIBERTY

SS:

I, the undersigned, City Clerk of the City of North Liberty, do hereby certify that as such I have in my possession or have access to the complete corporate records of the City and of its City Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records relating to the public hearing and additional action on a loan agreement, and combining loan agreements and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

WITNESS MY HAND this ____ day of _____, 2024.

TRACEY MULCAHEY, CITY CLERK



Janitorial Contract

JANITORIAL SERVICES CONTRACT – CITY HALL & LIBRARY

THIS AGREEMENT FOR BUILDING JANITORIAL SERVICES (" Agreement") is made and entered into this 11th day of June 2024, by and between the CITY OF NORTH LIBERTY, IOWA, a municipal corporation (the "City"), and RIGGANGOOD LLC, d/b/a Premier Cleaning, (the "Contractor").

1. Contractor's Responsibilities. The Contractor shall furnish all labor, supervision, training, materials, equipment, supplies, insurance, and other resources to satisfactorily perform the janitorial services in the Scope(s) of Work as outlined in Exhibits A & B without the use of a subcontractor. It is understood and agreed that the Contractor will perform other similar duties not specifically listed in the Exhibits that may be required to ensure that the buildings are adequately cleaned in accordance with agreed upon standards. Before the start of the agreement, the Contractor will meet with their building representatives who will review services needed.

2. Term of Agreement. This Agreement shall be effective on June 11, 2024, and shall end on June 30, 2025, unless sooner terminated or modified as provided herein. This Agreement may be extended for one (1) additional three (3) year term (extending from July 1, 2025, through June 30, 2028) if the City and the Contractor agree to such extension. If both parties agree to extend the term of the Agreement for an additional three (3) year term, the parties shall execute a written amendment to this Agreement extending the term of the Agreement for an additional term and under the conditions contained in this Agreement, except as may be mutually agreed upon and/or modified by the parties.

3. Contractor Personnel. The following are conditions precedent to the City's performance and/or payment under this Agreement and are specific obligations of the Contractor.

A. Security Clearance. Contractor's shall arrange, at its own expense, for each of its employees, agents, and/or personnel providing services to submit to a background check. The background check shall be conducted by a third party designated by the City prior to any such employee, agent, and/or personnel beginning work at a City building. The third party will provide the results of each such background check both to the City and to Contractor. The City may, to safeguard the security of its assets and facilities, in its sole discretion, deny or revoke permission for any of Contractor's employees, agents, and/or personnel to be present within any City building. Allowing any unauthorized person access to a City building shall be cause for immediate termination of the contract.

B. Age Restriction. All the Contractor's employees, agents, and/or personnel providing services to the City (substitute or continuous) shall be a minimum of 18 years old at the time they first report to work at a City building.

C. Prohibited Activities. Neither the Contractor, nor its agents or employees, shall be allowed to do any of the following:

- i. Smoke, vape, or use tobacco on City property;
- ii. Use or answer any City phones, except in case of emergency;
- iii. Use any City computers, faxes, copies, or other equipment;

- iv. Open or review contents of any drawers, cabinets, shelving, desktops, or other areas within the City buildings, with the exception of those containing janitorial items;
- v. Remove any item of property from City buildings or grounds;
- vi. Disturb any meetings which are underway at any of the buildings during regularly scheduled janitorial times;
- vii. Enter any server rooms or other rooms designated as not allowed entry per Scopes of Work; or
- viii. Rearrange furniture in offices. Moving furniture for cleaning purposes is allowed, but items must be returned to their original position.

4. Supplies and Equipment. The Contractor shall order disposable commodities (such as paper towels, toilet paper, trash can liners, hand soap, etcetera) from the City's designated supplier. The Contractor shall provide all equipment, materials, supplies, and other resources necessary to satisfactorily perform the janitorial services in the Scopes of Work as outlined in Exhibits A & B. The Contractor may store a limited number of supplies, materials, and equipment on site in areas designated and amounts allowed by the building representative. The Contractor shall provide and maintain a dedicated binder with an SDS for all chemicals used within a building; the binder shall be stored near the supplies at each building in a place accessible to City staff. All products used in the City facilities shall bear the EPA Safer Choice label awarded to environmentally friendly options that meet the EPA's written standard. The Contractor's employees must be literate and fluent in the language used on the labels of the chemicals and equipment used in the City buildings and their accompanying SDS stored therein.

5. Security of Facilities. The Contractor shall maintain building security at all times. The Contractor shall implement strict security measures as to use of building and room keys, electronic entry badges, and/or key fobs (herein, collectively referred to as "keys"). Each area that is locked shall be cleaned and relocked before unlocking other areas. The Contractor shall not allow any unauthorized employees or guests to enter the building; if an unauthorized person enters, then the Contractor will immediately notify the North Liberty Police Department by calling the Joint Emergency Communications Center (JECC) non-emergency line at (319) 356-6800, so the appropriate responder can be dispatched. The Contractor shall verify outside doors and windows are locked in an unoccupied building before final departure from site. All employees and agents of the Contractor assigned to clean City buildings shall observe and comply with all security regulations and other procedures of the City. Keys to the buildings placed in the custody of the Contractor and assigned employees and agents shall be strictly accounted for at all times. The Contractor shall provide a roster of assigned keys upon request of the City. The Contractor shall not make a duplicate of any key and shall immediately notify the City Clerk of any keys that the Contractor is unable to account for. In the event the Contractor would not be able to account for any keys, the Contractor is responsible for any or all costs related to key or lock replacement. In the event Contractor discovers forced entry or vandalism to an unoccupied site, the Contractor will immediately notify the North Liberty Police Department by calling 911, so the appropriate responder can be dispatched; and shall remain on site until a North Liberty Police Officer arrives to investigate.

6. Communication. Each building representative will provide the final agreed upon Scope of Work to the employees in their designated building and the Contractor will post their intended weekly cleaning schedule in a non-public, staff common area of each building. The Contractor will provide a procedure for the Contractor or Contractor's designee and City staff to communicate needs and suggestions (since cleaning is often done after the buildings are closed). Discussions regarding service deficiencies shall always be between the building representative and the Contractor. The Contractor shall

report fires, hazardous conditions, and items in need of repair, such as leaky faucets, toilet stoppages, and broken light fixtures to the building representative. Lost and found items shall be turned in to the building representative, making sure the item is labeled with the location found.

Building representatives shall be, as follows, or shall be designated by:

City Hall - City Clerk
Library - Library Director

7. Billing and Payment for Services. The Contractor will issue a monthly invoice to the City for each contracted building, based on the fee structures outlined in Exhibits A & B, and the City will issue payment promptly thereafter in accordance with each such invoice. In the event the City feels that services identified on an invoice were not adequately or fully rendered, the City shall provide a written explanation to Contractor within 14 days of such invoice date describing the basis for the dispute and notifying the Contractor that the City may elect to withhold payment for that portion of those services unless cured by Contractor. Costs for consumable supplies will be handled by the City's designated supplier.

8. Independent Contractor. The Contractor hereby acknowledges and agrees that the Contractor will be acting as an independent contractor, not an employee or agent of the City. Accordingly, the Contractor shall be responsible for paying one hundred percent (100%) of the payroll and/or self-employment taxes with respect to the amounts received from the City hereunder and all State, federal, and local taxes, including estimated taxes, social security, disability insurance, if any, and any other similar form of payments, as well as all employment reporting, for the Contractor and any of the Contractor's employees or agents. Employees hired by the Contractor to perform any or all portions of this Agreement shall be paid by the Contractor in accordance with all the laws of the State of Iowa and shall provide Workers Compensation insurance and other benefits or requirements in compliance with the laws of the State of Iowa and federal laws.

9. Insurance Requirements. A certificate of insurance shall be provided by the Contractor to the City reflecting, at a minimum, the amounts specified below and shall be maintained during the term of this Agreement.

The minimum coverage provided shall be, as follows:

- Comprehensive or Commercial General Liability \$1,000,000/\$2,000,000.
- Auto Liability \$1,000,000.
- Worker's Compensation, as required by law.
- The Contractor's insurance policy to be endorsed to cover "Client's Property;" the objective is to cover theft by the Contractor's staff of City property and/or City employee property from the City's premises.
- Name the City of North Liberty as an "Additional Insured" on the "General Liability" insurance coverage.

Upon the annual or otherwise periodic renewal of the Contractor's insurance, for the duration of this Agreement, the Contractor shall arrange for its insurance company to automatically send an updated Certificate of Insurance to the City Clerk for verification that the preceding insurance is in force during the applicable building janitorial year. Such Certificate of Insurance shall show the coverage limit by type, dates of coverage, and shall name the City of North Liberty as an "Additional Insured."

10. Termination. Either party may terminate this Agreement at any time without cause upon thirty (30) days written notice.

11. Modification. No price escalation will be allowed. The Contractor and the City agree that they may amend the Agreement separately, in writing to reflect changes in the City's use of the buildings, square footage of the buildings, or for other reasons that may increase or decrease the Contractor's Scopes of Work as outlined in Exhibits A & B. Such separate amendment is subject to City Administrator approval.

12. Indemnification and Hold Harmless. The City shall not be responsible for any action or failure to act by the Contractor. The Contractor agrees to be responsible for, indemnify and hold the City, its officers, directors, employees, agents, representatives, assigns, and successors harmless from any and all claims of any nature, losses, personal injury, death, and/or shortage of or damaged packages or other property, and/or any claim, demands, or liability for any such loss or occurrence which may arise from or in connection with: (i) the services performed or to be performed pursuant to this Agreement, however arising, without regard to fault or negligence on the part of the Contractor and the Contractor's employees and/or agents; (ii) the Contractor's breach of any representation of this contract; (iii) the Contractor's failure to properly perform any obligations under this Agreement; and/or (iv) any violation of the law by the Contractor and/or its employees or agents. The Contractor's indemnification hereunder also includes, but is not limited to, interest, costs, attorneys' fees, and any other expenses incurred in defending or processing any claim arising as a result of any of the aforementioned items. The Contractor's obligation to indemnify and hold harmless the City, its officers, directors, employees, agents, representatives, assigns, and successors, under the provisions of this contract shall survive the termination of this contract, irrespective of the reason(s) for said termination.

13. Notices. Any termination notice or other notice that may be given hereunder shall be in writing and shall be deemed properly served: (a) on the date sent, if transmitted by hand delivery with receipt; (b) three (3) days after being sent by registered or certified mail, return receipt requested, first class postage prepaid; or (c) by sending an email with "delivery receipt" and "read receipt" tracking (and hard copy to follow by overnight delivery service), which said email notice shall be served as of the date and time of the email, provided that the email notice is sent during open business days and hours (Monday through Friday, excluding City holidays, 7:00 AM to 4:00 PM Central Time); if the email notice is sent during non-business days and hours, then the effective date and time of notice is the first hour of the next business day after transmission, and shall be addressed to the designees of the Contractor/City stated as:

To the Contractor: RIGGANGOOD LLC d/b/a Premier Cleaning
Attn: Seth Riggan
PO Box 634
North Liberty, IA 52317
seth.riggan@gmail.com

To the City: City of North Liberty
Attn: City Administrator Ryan Heiar
P.O. Box 77
North Liberty, IA 52317
rheiar@northlibertyiowa.org

14. License and Taxes. The Contractor shall obtain all licenses and permits and promptly pay all taxes required by the City, State, and/or federal laws or regulations.

15. Compliance with Laws. The Contractor shall conduct its operations under this Agreement in compliance with all applicable State and federal laws and regulations and North Liberty City Code of Ordinances. The Contractor shall not discriminate against any person because of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).

16. Assignment. Other than by operation of law, no assignment of this Agreement or any right accruing under this Agreement shall be made in whole or in part by the Contractor to a subcontractor.

17. Integration. This Agreement, including Exhibits A & B incorporated herein, constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all negotiations, preliminary agreements, and all prior and contemporaneous discussions, agreements, and understandings of the parties in connection with the subject matter hereof.

18. Amendments in writing. No amendment, change, or modification of any of the terms, provisions, or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all parties.

19. Waiver. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect.

20. Survival. In the event any provision of this Agreement is held invalid, illegal, or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable.

21. Venue and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa and has been entered into in North Liberty, Johnson County, Iowa.

22. Binding on Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors, and permitted assigns.

23. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto (and their respective heirs, legal representatives, successors, and permitted assigns), any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

24. Specific Performance. In addition to any other remedies available at law or in equity to the parties hereto with respect to a breach hereof, the parties hereto each reserve the right to enforce this Agreement by specific performance.

25. Captions not substantive. The titles or captions of paragraphs in this Agreement are provided for convenience of reference only and shall not be considered a part hereof for purposes of interpreting or applying this Agreement and such title or captions do not define, limit, extend, explain, or describe the scope or extent of this Agreement or any of its terms or conditions.

26. Interpretation. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF NORTH LIBERTY, IOWA

CONTRACTOR

Ryan Heiar, City Administrator

Seth Riggan, Manager

Exhibit A

EXHIBIT A

JANITORIAL SERVICES REQUEST FOR PROPOSALS (RFP)

Scope of Work

North Liberty City Hall
360 North Main Street, North Liberty, IA 52317

EV = Every Visit W = Weekly M = Monthly Y = Yearly U = Upon Request

Building = 16,900 sq ft.

| Room Type | Quantity | Total Fixtures and Appliances |
|--|----------|--|
| breakroom/lounge/kitchenette/galley | 2 | 2 sinks, 2 refrigerators, 2 dishwashers, 2 microwaves, 1 ice maker |
| debate chamber | 1 | |
| elevator | 1 | |
| enclosed office | 10 | |
| entrance door (no vestibule) | 0 | |
| entrance door to enclosed vestibule | 3 | |
| fitness | 0 | |
| garage | 0 | |
| laundry | 0 | |
| lobby | 1 | 2 water fountains |
| mechanical/janitor | 1 | 1 mop wash station |
| meeting/conference (1 table only) | 4 | |
| mud/locker/shower | 1 | 1 sink, 1 shower |
| open office space (cubicles) | 2 | |
| outdoor common area | 1 | janitorial staff not responsible for cleaning these spaces |
| reception | 1 | |
| restroom - female | 1 | 3 toilets, 2 sinks |
| restroom - male | 1 | 1 urinal, 2 toilets, 2 sinks |
| restroom - unisex | 3 | 3 toilets, 3 sinks |
| server | 1 | janitorial staff entry not allowed |
| staircase | 2 | |
| storage | 5 | |
| training/instruction (more than 1 table) | 1 | 1 sink, 1 refrigerator |
| wellness/nursing | 1 | 1 sink |
| other | 0 | |

High traffic areas = restrooms, lobby, reception & vestibules.

Restroom & Kitchen Fixtures

| Item | Description of Work | Frequency |
|---|---|---------------|
| appliances | clean & disinfect top, front & handles | EV |
| | deep clean insides of appliances – completed by other service | N/A |
| coffeemakers | sanitize | M |
| drains | clear, if slow | EV |
| food storage & preparation areas; countertops | clean & disinfect | EV |
| | deep clean | spring & fall |
| hand dryers & grab/stability bars | clean & disinfect | EV |
| kitchen cabinets & drawers | deep clean insides & door fronts | spring & fall |
| mirrors | clean & disinfect | EV |
| sinks, incl faucets & handles | clean & disinfect | EV |
| soap, towel, tissue dispensers & air fresheners | clean & disinfect, refill as needed | EV |
| toilet partitions & wall tile | spot clean | EV |
| | full clean & disinfect | M |
| toilets & urinals | clean & disinfect | EV |
| urinal mat | laundered by other service already contracted by City | N/A |

Floors

| Item | Location | Description of Work | Frequency |
|--------------------|---|---|-----------|
| carpet & rugs | open areas | vacuum, spot clean | EV |
| | enclosed offices | vacuum, spot clean | W |
| | storage rooms | vacuum, spot clean | M |
| | all City Hall | shampoo clean | U |
| floor crevices | | vacuum out debris | W |
| hard floor | lobby, restrooms & vestibules | sweep & wet mop | EV |
| | breakrooms/kitchen, staircase & elevator, any other areas of hard floor | sweep & spot mop | EV |
| | | sweep & wet mop | W |
| | | other necessary maintenance, like seal or wax, completed by other service | N/A |
| rugs & rubber mats | laundered by other service already contracted by City | N/A | |

Doors, Windows & Walls

| Item | Location | Description of Work | Frequency |
|---|-----------------------------|---------------------|-----------|
| base boards & air vents | | dust, spot clean | M |
| doors - handles, kick plates, push plates & locks | high traffic areas | clean & disinfect | EV |
| | other areas | clean & disinfect | W |
| doors - panels, molding & strikers | high traffic areas | spot clean | EV |
| | other areas | spot clean | W |
| glass | interior to standard height | spot clean | EV |
| | | wash | W |

| | | | |
|--|--------------------------------------|----------------------------|----|
| | interior floor-to-ceiling & exterior | wash | U |
| light switches & elevator buttons | elevator & high traffic areas | clean & disinfect | EV |
| | other areas | clean & disinfect | W |
| metal surfaces | | polish | M |
| railings | stairs & elevator | clean & disinfect | EV |
| wall surfaces & electrical outlets | | dust/clean, remove cobwebs | M |
| water fountains | | clean & disinfect | EV |
| window blinds | | dust | M |
| windowsills & ledges, wall fixtures (like sconces, art, shelves) | high traffic areas | dust & remove smudges | EV |
| | other areas | dust & remove smudges | M |

Other

| Item | Location | Description of Work | Frequency |
|--|---|---|-----------|
| ceiling tiles | | clean & replace as needed | U |
| chairs & couches – synthetic, wipeable fabric | | vacuum & wipe down | M |
| chairs & couches – upholstered fabric | | vacuum & spot clean | M |
| | | shampoo clean | U |
| light fixtures | | dust & polish, clean glass | M |
| pest control | completed by other service already contracted by City | | N/A |
| recycling | completed by staff | | N/A |
| tables & hard chairs – legs/underside | | clean & disinfect | M |
| tables & hard chairs – tops/seats/arms | high traffic areas | clean & disinfect | EV |
| | debate chamber, training & meeting | clean & disinfect | W |
| | offices & other areas | clean & disinfect | M |
| technology – television screens & buttons, computer keyboards & screens, keypad surfaces & telephone receivers | public areas | clean & disinfect | EV |
| | staff areas | clean & disinfect | W |
| trash | restrooms & kitchen | collect & empty into dumpster; replace all liners (incl feminine product disposal & sharps) | EV |
| | other areas | collect & empty into dumpster; replace liners as needed | EV |
| | all trash cans | clean inside and out & disinfect | M |

Expectations

Janitorial service will be required for two non-consecutive days (i.e. to complete all the tasks for “Every Visit” and other tasks as scheduled) each work week (Monday through Friday). Cleaning duties may begin after 6:00 pm on Monday, Wednesday, Thursday, or Friday evenings (except the first Wednesday and first Thursday of the month, begin after 10:00 pm) or after 10:00 pm on Tuesdays, due to the regular meeting schedule, and must conclude by 5:00 am on

Tuesday, Wednesday, Thursday, Friday, or Saturday mornings, unless there is an emergency request outside of those hours. The Contractor will post their intended weekly cleaning schedule in a non-public, staff common area.

The Contractor shall order disposable commodities (such as paper towels, toilet paper, trash can liners, hand soap, etcetera) from the City's designated supplier. The Contractor shall provide all equipment, materials, supplies, and other resources necessary to satisfactorily perform the janitorial services without the use of a subcontractor. All products used in this facility will bear the EPA Safer Choice label awarded to environmentally friendly options that meet the EPA's written standard.

A security review will be required for the employees accessing, working, or supervising in the City buildings; review will be conducted by the North Liberty Police Department. A confidentiality waiver must be signed by each employee; they must log their entry and exit time every visit. Maintain safe custody of keys and/or key cards. Ensure locked doors are locked after cleaning. At no time will exterior doors be unlocked or propped open during cleaning hours. The Contractor agrees to notify the City Clerk immediately in the event a master key is lost while in their possession; the Contractor also agrees to pay the City for the cost of replacing locks and keys/key cards in the event this happens.

Close windows and turn off lights, fans, and appliances when not in use. Do not disturb papers or materials left on surfaces. Do not use harsh cleaners on wood surfaces. When mopping & vacuuming, take steps to prevent dirt and grime buildup in crevices and corners. Remove debris from the vestibules, like leaves.

Report fires, hazardous conditions, and items in need of repair such as leaky faucets, toilet stoppages, and broken light fixtures. Turn in lost and found items to the building representative's office (City Clerk) labeled with location found.

COST: 2 service days/week; \$530/week

EMERGENCY CLEANING: \$50/hour

Exhibit B

Premier Cleaning of Iowa City

Date: _____ Initials: _____

NORTH LIBERTY LIBRARY

BATHROOMS

- Remove trash
- Sanitize Toilets
- Sanitize Counters and Sinks
- Clean Mirrors
- Wipe Down Partitions and Grab Bars
- Wipe Down Dispensers
- Wipe Down Hand Dryers
- Sweep and Mop Floors
- Restock Toilet Paper / Paper Towels / Soap
- Refill Air Fresheners As Needed
- Vacuum Vents As Needed
- Wipe Down Light Switches

OFFICES (WHEN OPEN)

- Remove trash
- Vacuum Floors
- Wipe Down Chair Bases – As Needed
- Dust Tops of Cubicles
- Dust Tops of File Cabinets (Where Possible)
- Dust Window Ledges (Where Possible)
- Spot Clean Glass
- Wipe Down Clear Desks (Do Not Move Papers)
- Wipe Down Light Switches

BREAKROOM / KITCHEN

- Remove trash
- Empty Recycling
- Clean Top, Front, and Handle of Appliances
- Vacuum Floors
- Sweep and Mop Floors
- Clean Out Sink Drains (As Needed)
- Wipe Down Counters and Sinks
- Wipe Down Tables
- Wipe Down Chair and Bases – As Needed
- Wipe Down Light Switches

ENTRY / RECEPTION

- Sweep Floors
- Mop Floors
- Vacuum Floors
- Wipe Down Open Desk Space
- Clean All Glass on Doors and Spot Clean All Other Glass

- Arrange Rugs
- Arrange Furniture and Organize Magazines
- Wipe Down Light Switches

CONFERENCE ROOMS

- Remove trash
- Sweep and Mop Floors
- Wipe Down Tables
- Arrange Chairs
- Spot Clean Glass
- Dust
- Wipe Down Light Switches

GENERAL AREA

- Remove trash
- Sweep and Mop Floors
- Vacuum Floors
- Dust Window Ledges and Book Shelves (Rotate Sections Nightly)
- Wipe Down Tables and Computer Area
- Arrange Chairs
- Spot Clean Glass
- Dust
- Wipe Down Light Switches

MONTHLY TASKS

- Polish Metal Surfaces
- Dust and Clean Walls and Electrical Outlets
- Dust Window Sills, Ledges, and Wall Fixtures
- Dust, Polish, and Clean Glass on Light Fixtures
- Vacuum Edges and Baseboards
- Vacuum and Wipe Down Chairs and Couches
- Clean Table and Hard Chair Legs and Underside
- Clean Inside and Outside of Trash Cans
- Clean Vents

SHUT OFF ALL LIGHTS AND MAKE SURE ALL DOORS ARE LOCKED AT COMPLETION OF SERVICE

COST: 5 service days/week; \$927.50

EMERGENCY CLEANING: \$50/hour

Resolution No. 2024-63

RESOLUTION APPROVING THE JANITORIAL SERVICES CONTRACT – CITY HALL & LIBRARY BETWEEN THE CITY OF NORTH LIBERTY AND RIGGANGOOD, LLC

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

WHEREAS, the city sought proposals for janitorial services for City Hall and Library; and

WHEREAS, Riggangood LLC d/b/a Premier Cleaning was the most appropriate proposal for the City’s requirements; and

WHEREAS, the City and Riggangood LLC have agreed to terms and conditions for janitorial services for City Hall and the Library

NOW, THEREFORE, BE IT RESOLVED that an agreement was drafted with the agreed upon terms and conditions;

BE IT FURTHER RESOLVED that the City Administrator is hereby authorized and ordered to execute the agreement with said firm for the scope of work.

APPROVED AND ADOPTED this 11th day of June, 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



Solomon's Entertainment District Part 2



June 4, 2024

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

Re: Request of Corda Credit Union to approve a Preliminary Site Plan for a 5,046 square foot financial institution on 1.03 acres. The property is located on the north side of West Penn Street approximately 220 feet west of North Jones Boulevard.

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its June 4, 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 5-0.

Jason Heisler, Vice Chairperson
City of North Liberty Planning Commission



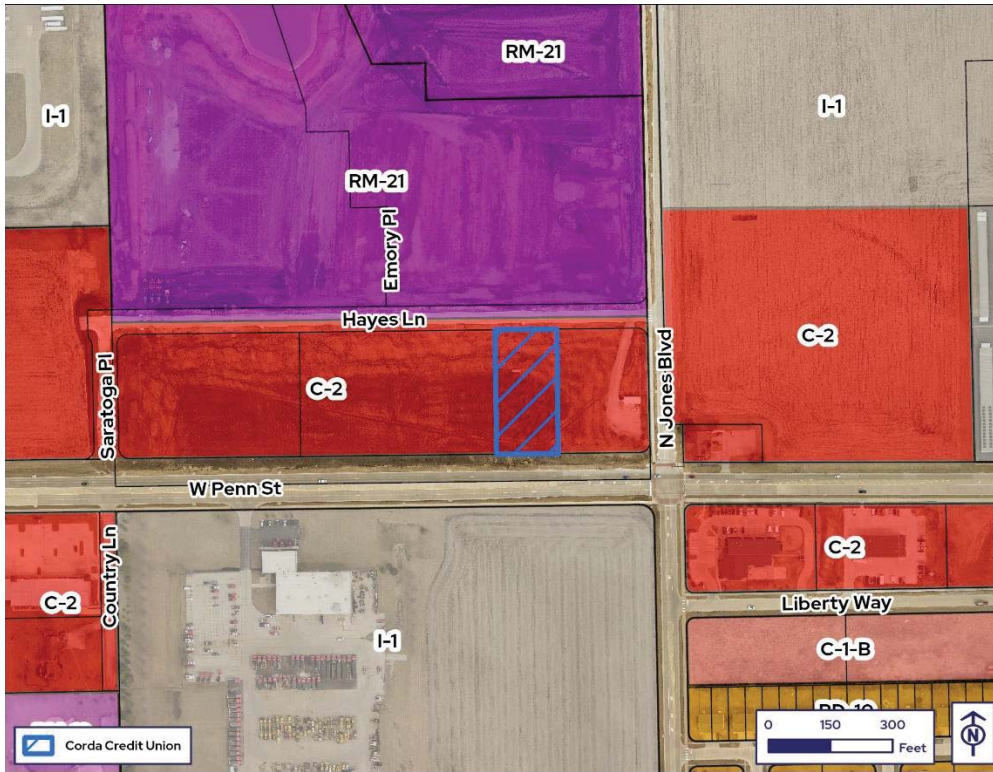
To City of North Liberty Planning Commission
From Ryan Rusnak, AICP
Date May 31, 2024
Re Request of Corda Credit Union to approve a Preliminary Site Plan for a 5,046 square foot financial institution on 1.03 acres. The property is located on the north side of West Penn Street approximately 220 feet west of North Jones Boulevard.

North Liberty City staff has reviewed the subject submission, and offer comments presented in this memo.

- Request Summary:** The site plan proposes a single-story financial institution with drive through on approximately 1.03 acres.

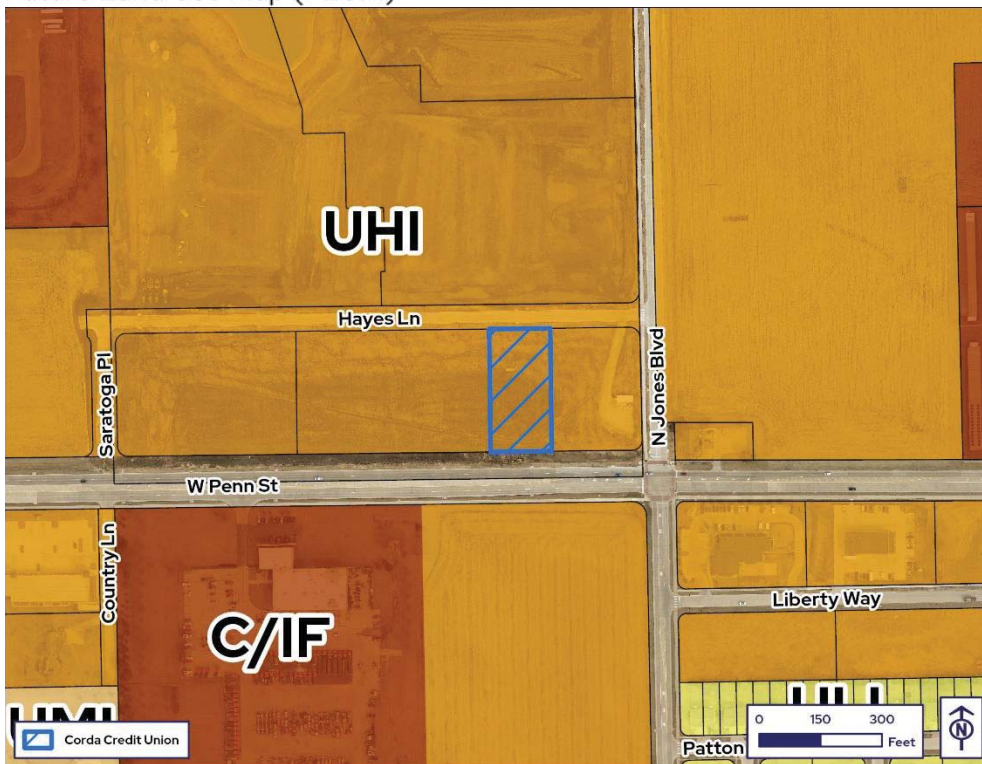


2. Current Zoning: C-2 Highway Commercial District.



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.

Financial Institution.

A. Defined. Financial Institution means a bank, savings and loan, credit union, or mortgage office.

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 metal siding commonly referred to as corrugated metal.*

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

5. Additional information:

This lot will not have direct access to West Penn Street or Hayes Lane. Rather, there will be cross-access between the adjacent properties.

From a parking standpoint, this is an ideal use for the property as the adjacent properties will likely have increased parking needs on the weekends and evenings.

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 5,046 square foot financial institution on 1.03 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.



M&M CONSULTANTS, INC.
CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
ENVIRONMENTAL SPECIALISTS
1917 S. GILBERT ST.
IOWA CITY, IOWA 52242
(515) 351-6262
www.mmmconsultants.com

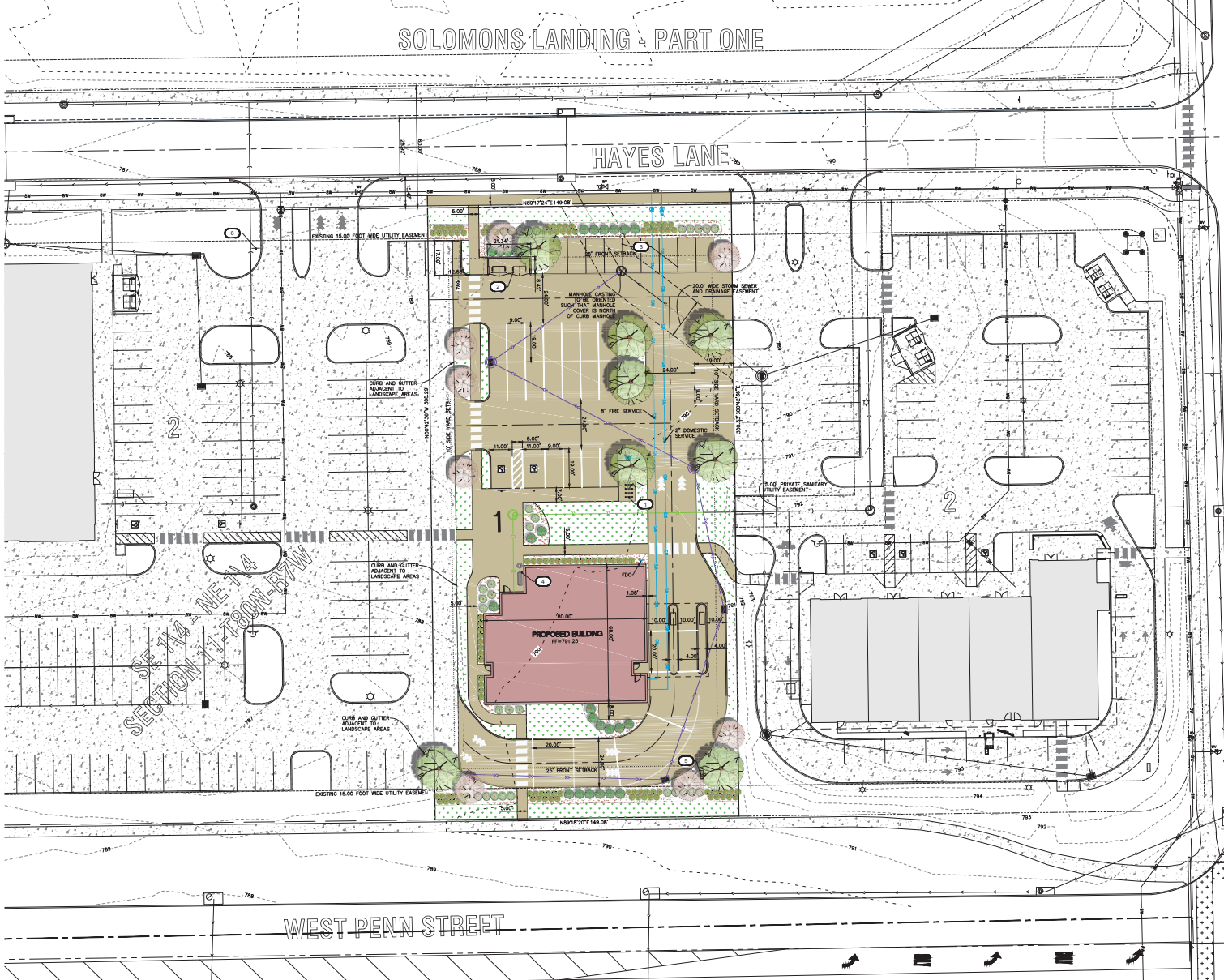
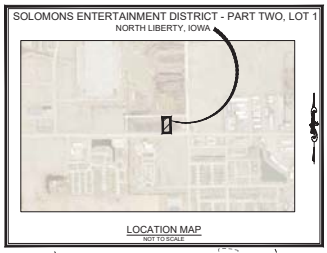
Date: Revision:
02/29/2024 PER CITY COMMENTS - VHT

PRELIMINARY SITE PLAN

SOLOMONS ENTERTAINMENT DISTRICT - PART TWO, LOT 1
NORTH LIBERTY, IOWA

MMS CONSULTANTS, INC.
Date: 04/29/2024
Designed by: KJB File No: 14624
Drawn by: HSB Date: 05/06/2024
Checked by: KJB Sheet No: 1
Project No: 7410-004

PRELIMINARY SITE PLAN SOLOMONS ENTERTAINMENT DISTRICT - PART TWO, LOT 1 NORTH LIBERTY, IOWA



| REMARKS | DATE |
|-------------------------------|------|
| 1. FIRE RACK | |
| 2. DUMPSTER ENCLOSURE | |
| 3. FUTURE PARKING | |
| 4. BENCH AND TRASH RECEPTACLE | |
| 5. MONUMENT SIGN | |
| 6. DRIVE THRU SIGN | |

LANDSCAPE REQUIREMENTS

MINIMUM TREE HEIGHTS:
 1. SHADE TREE FOR EVERY 500 SF OF PROGRAM LANDSCAPE AREA:
 2000 SF = 3 TREES REQUIRED
 5 TREES PROVIDED (3 SHADE + 4 ORNAMENTAL)

MINIMUM TREE SPACING:
 ALL EDGES OF PARKING AREAS MUST BE IN A LANDSCAPE ISLAND

LAND ISLAND FOR EVERY 15 PARKING SPACES:
 1 SHADE TREE IN EVERY LANDSCAPE SPACES

ORNAMENTAL TREES:
 1 TREE FOR EVERY 2,000 SF OF BUILDING FOOTPRINT
 3.000 SF BUILDING = 2 TREES REQUIRED

LANDSCAPE LEGEND

- TURF GRASS
- LANDSCAPE BED

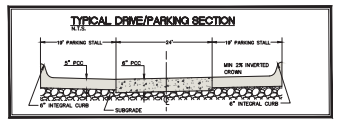
CONCEPT PLANT SCHEDULE

| PLANT | QUANTITY |
|-------------------------|----------|
| SHADE TREE 20' CAL | 8 |
| ORNAMENTAL TREE 20' CAL | 8 |
| EVERGREEN SHRUB 10' FT | 20 |
| DECIDUOUS SHRUB 10' FT | 31 |
| ORNAMENTAL GRASS 10' FT | 112 |

STANDARD LEGEND AND NOTES

| SYMBOL | PROPERTY &/OR BOUNDARY LINES |
|--------|-----------------------------------|
| --- | CONVEYANCING SECTION LINES |
| --- | RIGHT-OF-WAY LINES |
| --- | LEFT-OF-WAY LINES |
| --- | EXISTING CENTER LINES |
| --- | PROPOSED CENTER LINES |
| --- | SEE LABEL PLATED OR BY DEED |
| --- | PROPOSED EASEMENT LINES |
| --- | BOUNDARY |
| --- | RECORDED EASEMENT LINES |
| --- | CURVE SEGMENT NUMBER |
| --- | POWER POLE #/DROP |
| --- | POWER POLE #/TRANS |
| --- | POWER POLE #/LIGHT |
| --- | LIGHT POLE |
| --- | SANITARY MANHOLE |
| --- | WATER VALVE |
| --- | WATER METER |
| --- | CURB WALK |
| --- | PROPOSED SANITARY SEWER |
| --- | PROPOSED SANITARY SEWER |
| --- | PROPOSED STORM SEWER |
| --- | WATER LINES |
| --- | ELECTRIC LINES |
| --- | TELEPHONE LINES |
| --- | OVERHEAD ELECTRIC |
| --- | OVERHEAD ELECTRIC (INTERVAL) |
| --- | PROPOSED DRIVEWAY |
| --- | EXISTING TREE LINE |
| --- | EXISTING ORNAMENTAL TREE & SHRUB |
| --- | EXISTING EVERGREEN TREES & SHRUBS |

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



DISCLAIMER/NOTICE

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES.

LOCAL REGULATIONS

SOLOMONS ENTERTAINMENT DISTRICT - PART TWO, NORTH LIBERTY, IOWA, IS SUBJECT TO THE REGULATIONS AND RESTRICTIONS OF THE CITY OF NORTH LIBERTY, IOWA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES.

APPLICANT PLANS TO DEVELOP ONE COMMERCIAL BUILDING (MUNICIPAL INSTITUTION)

DEVELOPMENT CHARACTERISTICS

CURRENT ZONING: C-2

LANDSCAPE REQUIREMENTS

MINIMUM TREE HEIGHT: 20 FEET
 MINIMUM TREE CALIBER: 2.0 INCHES
 MINIMUM TREE SPACING: 20 FEET

LOT CHARACTERISTICS

LOT AREA: 1.00 AC (43,560 SF)
 BUILDING AREA - PROPOSED: 10,000 SF (23,000 SF)
 PARKING AREA - PROPOSED: 10,000 SF (23,000 SF)
 GREEN SPACE AREA: 10,000 SF (23,000 SF)

PARKING REQUIREMENTS

MINIMUM PARKING SPACES: 20 SPACES
 TOTAL SPACES PROVIDED: 20 SPACES (2 ADA)
 FUTURE PARKING PROVIDED: 0 SPACES

GENERAL NOTES

1. ALL AREAS MOUNTED MECHANICAL UNITS SHALL BE SCREENED WITH LANDSCAPING.
 2. ALL AREAS MOUNTED MECHANICAL UNITS SHALL BE SCREENED WITH LANDSCAPING.
 3. MAINTAIN 5 FEET CLEARANCE FROM FIRE HYDRANT TO TREE.

UTILITIES

ALL PROPOSED UTILITIES SHOWN ARE PRIVATE.

IOWA ONE CALL

UTILITIES: THE CONTRACTOR SHALL NOTIFY ONE CALL AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION OR DRILLING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES.

WHERE PUBLIC UTILITY FACILITIES ARE SHOWN AS EXISTING ON THE PLANS OR ENCOUNTERED WHILE CONSTRUCTING THIS PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES.

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

KELLY A. BENDIS, P.E. File No. 14624

DATE: 04/29/2024

SCALE: AS SHOWN

NORTH ELEVATION

MASONRY: 24%
 FENESTRATION: 55%
 ACM PANEL: 21%







EAST ELEVATION

MASONRY: 53%
 FENESTRATION: 40%
 ACM PANEL: 52%



MATERIAL LEGEND

-  ALUMINUM COMPOSITE MATERIAL (ACM) WALL PANELS
-  BRICK MASONRY
-  CURTAINWALL & STOREFRONT SYSTEMS (FENESTRATION)
-  ALUMINUM COMPOSITE MATERIAL SOFFIT PANELS

CORDA CREDIT UNION | 04.30.2024 | 5

Solum Lang Architects, LLC | 1101 Old Marion Rd. NE Cedar Rapids, IA 52402 | 319-862-0384

SOUTH ELEVATION

MASONRY: 46%
 FENESTRATION: 40%
 ACM PANEL: 14%







WEST ELEVATION

MASONRY: 53%
 FENESTRATION: 36%
 ACM PANEL: 11%



MATERIAL LEGEND

-  ALUMINUM COMPOSITE MATERIAL (ACM) WALL PANELS
-  BRICK MASONRY
-  CURTAINWALL & STOREFRONT SYSTEMS (FENESTRATION)
-  ALUMINUM COMPOSITE MATERIAL SOFFIT PANELS

CORDA CREDIT UNION | 04.30.2024 | 6

Solum Lang Architects, LLC | 1101 Old Marion Rd. NE Cedar Rapids, IA 52402 | 319-862-0384

ENTRY



CORDA CREDIT UNION | 04.30.2024 | 2

Solum Lang Architects, LLC | 1101 Old Marion Rd. NE Cedar Rapids, IA 52402 | 319-862-0384

DRIVE THRU



CORDA CREDIT UNION | 04.30.2024 | 3

Solum Lang Architects, LLC | 1101 Old Marion Rd. NE Cedar Rapids, IA 52402 | 319-862-0384

VIEW FROM PENN

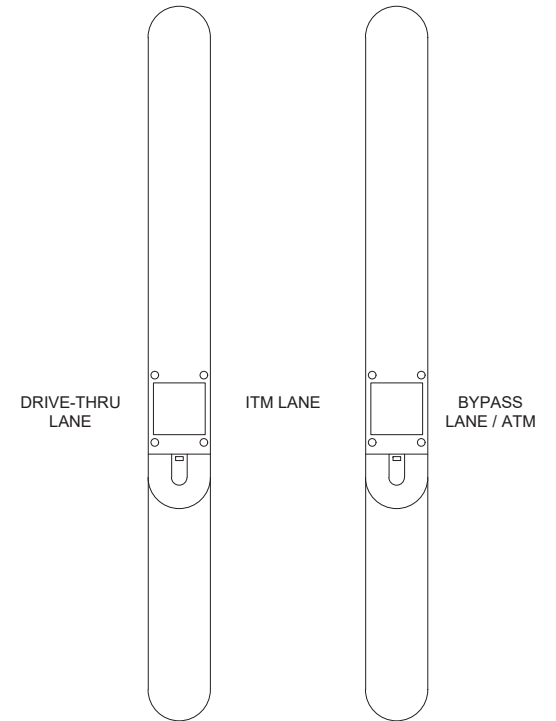


CORDA CREDIT UNION | 04.30.2024 | 4

Solum Lang Architects, LLC | 1101 Old Marion Rd. NE Cedar Rapids, IA 52402 | 319-862-0384

FLOOR PLAN

5,100 SF



CORDA CREDIT UNION | 04.30.2024 | 1

Solum Lang Architects, LLC | 1101 Old Marion Rd. NE Cedar Rapids, IA 52402 | 319-862-0384

Resolution No. 2024-64

RESOLUTION APPROVING THE PRELIMINARY SITE PLAN FOR SOLOMONS ENTERTAINMENT DISTRICT – PART TWO, LOT 1, NORTH LIBERTY, IOWA

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

WHEREAS, the owner and applicant, Corda Credit Union, has filed with the City Clerk a preliminary site plan;

WHEREAS, the property is described as:

Lot 1 of Solomons Entertainment District – Part Two, North Liberty, Iowa, in accordance with the recorded plat thereof, containing 1.03 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 1, North Liberty, Iowa.

APPROVED AND ADOPTED this 11th day of June, 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



350 W. Penn Street



June 4, 2024

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

Re: Request of North Liberty Community Pantry to approve a Preliminary Site Plan for a 10,500 square foot community pantry building on 3.04 acres. The property is located on the north side of West Penn Street approximately 200 feet west of North Dubuque Street.

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its June 4, 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 5-0.

Jason Heisler, Vice Chairperson
City of North Liberty Planning Commission



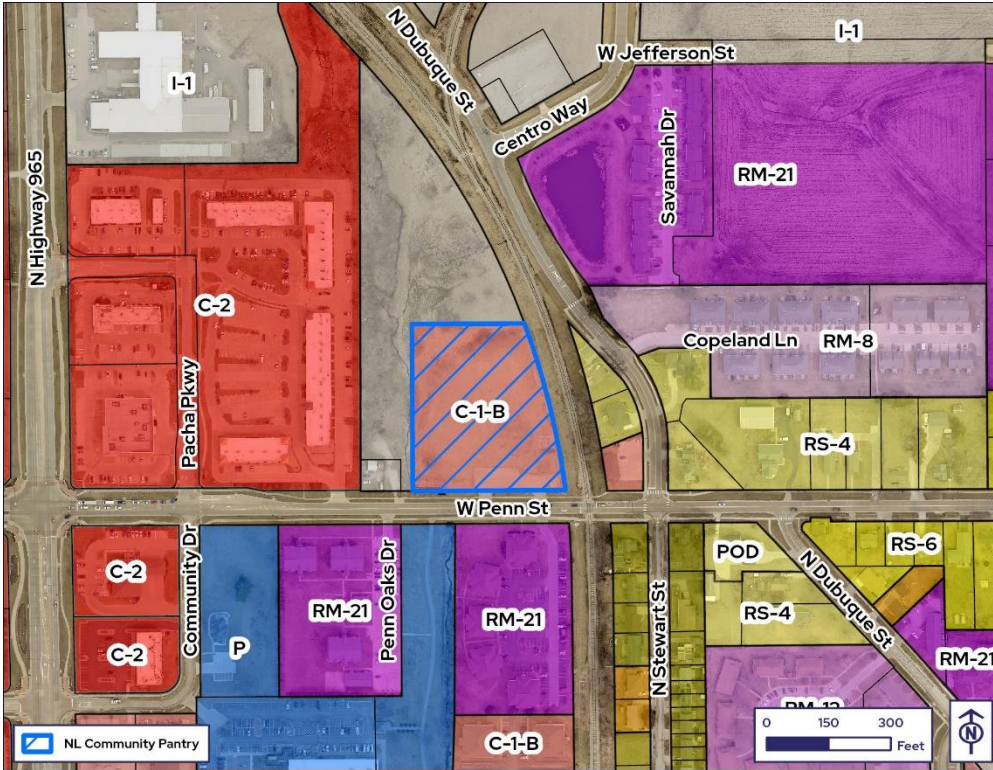
To **City of North Liberty Planning Commission**
 From **Ryan Rusnak, AICP**
 Date **May 31, 2024**
 Re **Request of North Liberty Community Pantry to approve a Preliminary Site Plan for a 10,500 square foot community pantry building on 3.04 acres. The property is located on the north side West Penn Street approximately 200 feet west of North Dubuque Street.**

North Liberty City staff has reviewed the subject submission, and offer comments presented in this memo.

- Request Summary:** The site plan proposes a single-story community pantry building and related infrastructure on approximately 3.04 acres.

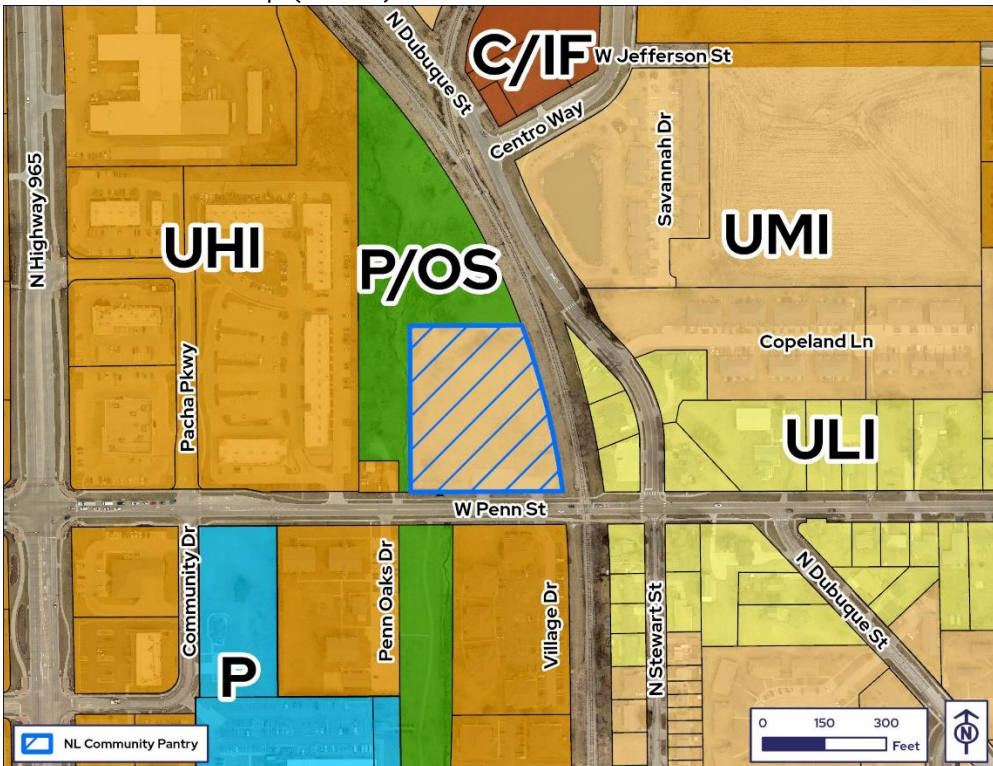


2. Current Zoning: C-1-B General Commercial District.



3. Comprehensive Plan Future Land Use Map Designation: Urban Medium 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-1-B District is consistent with the UMI Land Use Map designation.

Analysis of adopted ordinances and regulations.

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

Community Pantry.

A. Defined. Community Pantry means a non-profit organization that receives/buys, stores, and distributes food, clothing, household supplies, personal care items and other related items directly to those in need. Community pantries may also have community gardens and prepare meals to be served at no cost to those who receive them.

B. Use Standards.

(1) **Non-residential districts. None.**

(2) ID, RS RD and RM districts.

(a) Permitted only as an ancillary use for a non-profit principal use on the same lot. The community pantry shall also be operated as a non-profit.

(b) Maximum building size is to be 2,500 square feet, but in no case larger than the square foot total of the principal structure. Additionally, the use may occupy up to 50% of a separate storage building or garage.

(c) Maximum building height is 15 feet.

(d) Zoning district design standards shall apply to the building(s) being utilized by the community pantry.

(e) Signage. Limited to one ground and one wall sign with a maximum sign area of 8 square feet. Ground signs are limited to 5 feet in height.

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:

A primary staff concern of the Community Pantry at 89 North Jones Boulevard was supporting their needs of growth to serve the community, while being a scale appropriate of an accessory use of the Methodist Church. The proposed location in a commercial district alleviates that concern.

From a locational standpoint, this is an ideal location being centrally located in the community. Staff has had several informal conversations over the past several years regarding uses that were not appropriate in this location. One of the aforementioned uses was self-storage buildings, which is not permitted in the C-1-B District. Staff is pleased that the updated Zoning Ordinance was able to effectively direct an appropriate use for the property.

Although the Muddy Creek multi-use trail terminates at West Penn Street, staff does not see an opportunity for a safe crossing at this time. This may further studied at a later time.

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.

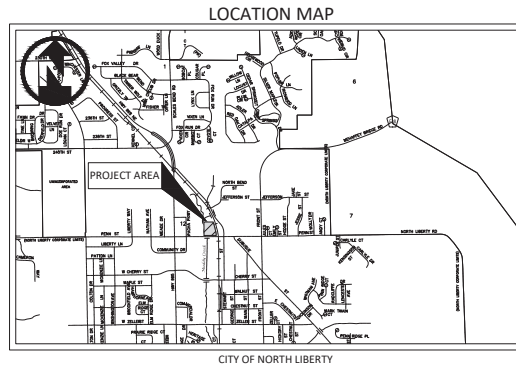
Recommendation:

Staff recommends the Planning Commission accept the listed finding and forward the request to approve a preliminary site plan for a 10,500 square foot community pantry building on 3.04 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.

DRAWINGS FOR PROPOSED IMPROVEMENTS NORTH LIBERTY COMMUNITY PANTRY NORTH LIBERTY, JOHNSON COUNTY, IOWA



| SHEET INDEX | | REV |
|-------------|--------------------------------------|-----|
| C0.00 | COVER SHEET | |
| C0.01 | LEGEND AND GENERAL NOTES | |
| C0.02 | GENERAL NOTES | |
| C1.00 | TOPOGRAPHIC SURVEY AND REMOVALS PLAN | |
| C2.00 | OVERALL SITE AND UTILITY PLAN | |
| C3.00 | WATER QUALITY VOLUME BASIN | |
| C4.00 | PAVEMENT PLAN | |
| C5.00 | GRADING AND EROSION CONTROL PLAN | |
| E1.00 | PHOTOMETRIC PLAN | |
| L1.00 | LANDSCAPE PLAN | |

LEGAL DESCRIPTION

STR 12-80-7 COM 920.35' E OF SWCOR NE; N 33' TO POB; N 410'; E 272.3' TOWLY/L RR; SELY TO PT 33' FROM S/L NE; W 370' TO POB EXC LAND CONVEYED TO CITY OF NL IN BK 1129 PG 101

DESIGN STANDARDS AND REFERENCE DRAWINGS

THE PROPOSED IMPROVEMENTS INCLUDED IN THESE DRAWINGS HAVE BEEN DESIGNED IN ACCORDANCE WITH THE CITY OF NORTH LIBERTY REQUIREMENTS AND THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS), LATEST ADDITION, UNLESS NOTED OTHERWISE ON THE PLANS.

THE FOLLOWING SUDAS FIGURES ARE INCLUDED BY REFERENCE:

| FIGURE | TITLE |
|----------|--|
| 3010.101 | TRENCH BEDDING AND BACKFILL ZONES |
| 3010.102 | RIGID GRAVITY PIPE TRENCH BEDDING |
| 3010.103 | FLEXIBLE GRAVITY PIPE TRENCH BEDDING |
| 4020.211 | PIPE CONNECTIONS FOR STORM SEWER |
| 4030.221 | RCP APRON SECTION FOOTING |
| 4030.222 | CIRCULAR CONCRETE APRONS |
| 4040.231 | SUBDRAINS |
| 9040.102 | FILTER BERM AND FILTER SOCK |
| 9040.103 | ROLLED EROSION CONTROL PRODUCT (RECP) INSTALLATION ON SLOPES |
| 9040.119 | SILT FENCE |
| 9040.110 | RIP RAP FOR PIPE OUTLET ONTO FLAT GROUND |
| 9040.120 | STABILIZED CONSTRUCTION ENTRANCE |

APPLICANT INFORMATION

CONTACT PERSON:
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EXECUTIVE DIRECTOR
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ATTORNEY:
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ATTORNEY
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IOWA CITY, IOWA 52245
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IOWA CITY, IOWA 52240-3833
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JKINCADE@AXIOM-COM.COM



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EMAIL: INVESTIGATIONS@VERIZON.COM

NORTH LIBERTY, CITY OF
COMPANY NAME : NORTH LIBERTY, CITY OF
DESIGN CONTACT: TOM PALMER
PHONE: 319-626-5736
EMAIL: TPALMER@NORTHLIBERTYIOWA.ORG

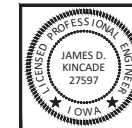
SOUTH SLOPE TELEPHONE
COMPANY NAME : SOUTH SLOPE TELEPHONE
DESIGN CONTACT: BRIAN FRESE
PHONE: 319-665-5326
EMAIL: BRIAN@SOUTHSLOPE.COM

MEDIACOM IOWA CITY
COMPANY NAME : MEDIACOM IOWA CITY
DESIGN CONTACT: JAMES HOUSER
PHONE: 845-544-9069
EMAIL: JHOUSER@MEDIACOMCC.COM

UNITE PRIVATE NETWORKS, LLC
COMPANY NAME : UNITE PRIVATE NETWORKS, LLC DESIGN
CONTACT: JOE KILZER
PHONE: 816-425-3556
EMAIL: UPNGIS@UPNFIBER.COM

SITE INFORMATION

| EXISTING ZONING | | PARKING REQUIREMENTS |
|--------------------------|---------------------------------------|--|
| C-1-B | COMMERCIAL, GENERAL | COMMUNITY PANTRY 1 SPACE PER 500 SF GFA |
| AREA CALCULATIONS | | |
| TOTAL LOT AREA: | 132,292 SF (3.04 AC) | REQUIRED PARKING: 21 SPACES |
| | | PROVIDED PARKING: 45 SPACES |
| PRE-DEVELOPMENT: | | |
| PAVEMENT AREA: | 12,706 SF (0.29 AC) | 9.6% |
| OPEN SPACE: | 119,586 SF (2.75 AC) | 90.4% |
| POST-DEVELOPMENT: | | |
| BUILDING AREA: | 10,500 SF (0.24 AC) | 7.9% |
| PAVEMENT AREA: | 33,284 SF (0.76 AC) | 25.2% |
| OPEN SPACE: | 88,508 SF (2.03 AC) | 66.9% |
| SETBACKS | | |
| ALL OTHER USES | | |
| FRONT: | 25' | |
| REAR: | 10'; ABUTTING RESIDENTIAL THEN 20' | |
| SIDE: | 10' | |
| SIDE STREET/CORNER: | 25' | |



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

JAMES D. KINCAID, P.E.
LICENSE NUMBER 27597

DATE _____

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025.

PAGES OR SHEETS COVERED BY THIS SEAL: _____



NORTH LIBERTY PANTRY
 350 W PENN ST
 NORTH LIBERTY, IA 52317
 NORTH LIBERTY FOOD PANTRY

ISSUED FOR
CITY SUBMITTAL

| DATE | DESCRIPTION | DATE |
|------------|---------------------|------|
| 04/09/2024 | PRE-APP REVIEW | |
| 06/01/2024 | CITY FMS1 SUBMITTAL | |
| 06/24/2024 | RFC 1 | |

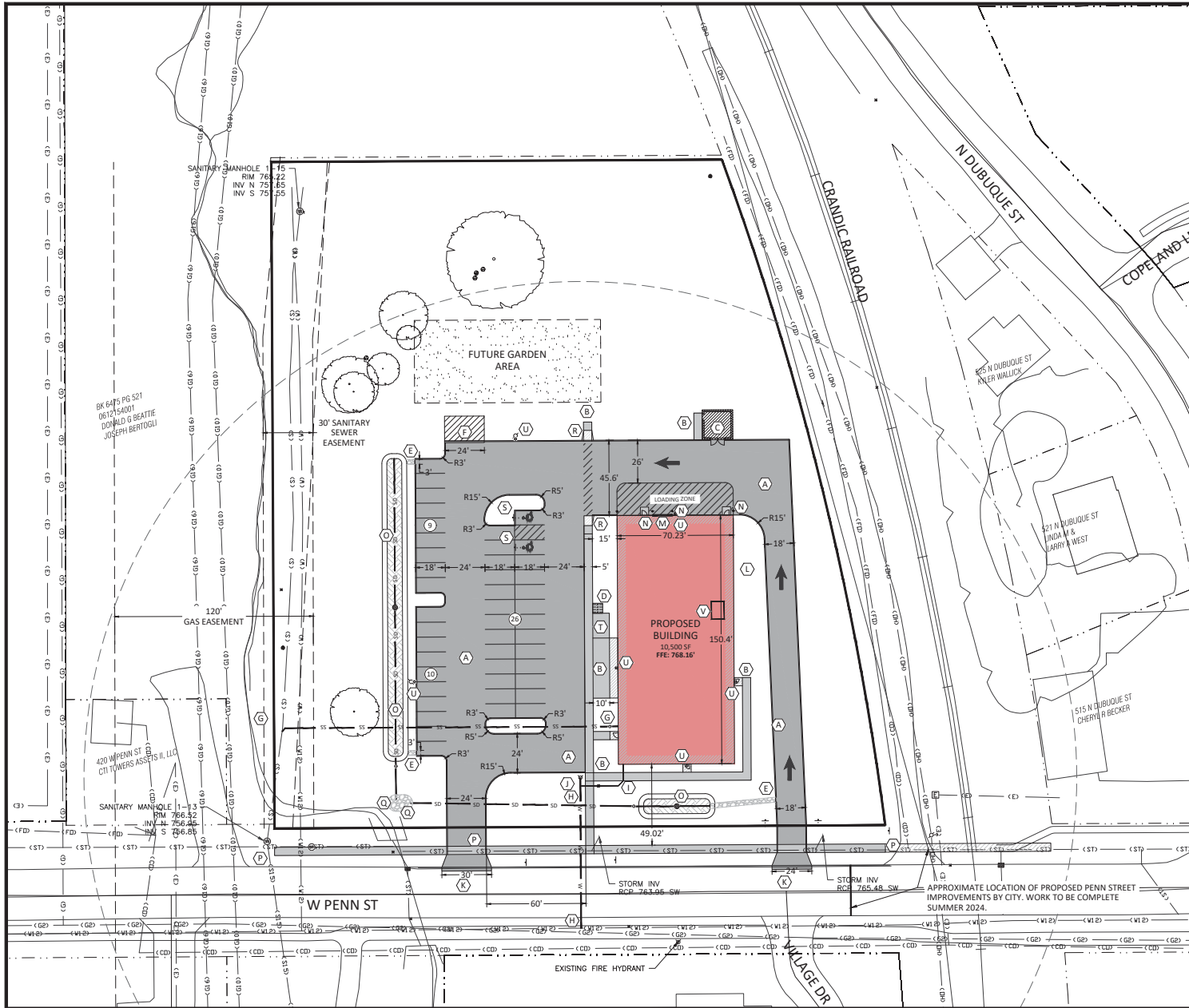
| DESIGNED BY | Detailed By |
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| CHECKED BY | Project No. | Sheet Name |
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| | 210235 | COVER SHEET |

NOT FOR CONSTRUCTION

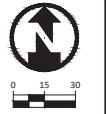
COVER SHEET

C0.00



SITE PLAN KEYNOTES:

- (X) NUMBER OF PROPOSED PARKING STALLS.
 - (A) PROPOSED STANDARD DUTY PCC PAVEMENT.
 - (B) PROPOSED SIDEWALK PCC PAVEMENT.
 - (C) PROPOSED DUMPSTER LOCATION, REFER TO ARCHITECTURAL PLANS.
 - (D) PROPOSED BICYCLE PARKING.
 - (E) PROPOSED 3' WIDE CURB CUT AND EROSION STONE.
 - (F) PROPOSED SNOW STORAGE AREA. REFER TO PAVEMENT PLANS FOR CURB DETAILS.
 - (G) PROPOSED #210 LF OF 6" PVC SANITARY SERVICE. CONNECT TO EXISTING MAIN WITH SADDLE CONNECTION AND INSTALL CLEANOUT OUTSIDE BUILDING. REFER TO BUILDING PLANS FOR CONTINUATION. EXISTING PIPE IS HDPE AND IS KNOWN TO BE HIGH H2S GAS PRESENT. CONTRACTOR TO COORDINATE WITH CITY REGARDING MEANS AND METHODS FOR SERVICE CONNECTION.
 - (H) PROPOSED #91 LF OF 8" PVC WATER SERVICE WATER SERVICE VIA 8"x12" TAPPING VALVE AND SLEEVE AND IN ACCORDANCE WITH SUDAS AND NORTH LIBERTY SUPPLEMENTAL STANDARDS. CONTRACTOR TO PROVIDE WATER MAIN FITTINGS AS NECESSARY TO ROUTE FROM CONNECTION TO HYDRANT. CONTRACTOR TO BORE WATER SERVICE CONNECTION UNDER WEST PENN STREET. EXISTING WATERMAIN IS THIN WALLED BLUE PVC PIPE MATERIAL, CONTRACTOR TO COORDINATE MEANS AND METHODS OF SADDLE CONNECTION WITH CITY WATER DEPARTMENT PRIOR TO MAIN TAP. CONTRACTOR TO REPLACE ANY DAMAGE PAVEMENT ASSOCIATED WITH BORE ACTIVITIES, PAVEMENT TO BE REPLACED TO NEAREST COMPLETE PANEL OR PAVEMENT JOINT. MIN. 5.5' BURY.
 - (I) PROPOSED #35 LF OF 1.25" DOMESTIC WATER SERVICE LINE. CONNECT TO PROPOSED 8" WATER SERVICE WITH COPORATION STOP AND INSTALL ISOLATION VALVE 5' FROM FACE OF BUILDING. MIN. 5.5' BURY.
 - (J) PROPOSED FIRE HYDRANT ASSEMBLY.
 - (K) PROPOSED DRIVEWAY, REFER TO SUDAS 7030.101 TYPE A WITH FLARES.
 - (L) PROPOSED OUTDOOR MECHANICAL AREA.
 - (M) PROPOSED OVERHEAD DOOR.
 - (N) PROPOSED BOLLARD.
 - (O) PROPOSED WATER QUALITY BASIN. SEE SHEET C3.00 THIS PLAN SET.
 - (P) PROPOSED 5' PUBLIC SIDEWALK.
 - (R) PROPOSED ADA CURB RAMP.
 - (S) PROPOSED PAVEMENT MOUNTED ADA PARKING SIGN.
 - (T) PROPOSED OUTDOOR PATIO.
 - (U) PROPOSED SITE LIGHTING FIXTURE. REFER TO E1.00 THIS PLAN SET.
 - (V) PROPOSED MECHANICAL ROOM LOCATION.
- CONTRACTOR TO PROVIDE EROSION CONTROL STONE AT OUTLET LOCATIONS FOR BOTH WATER QUALITY BASINS PER SUDAS DETAIL 4040.233. CONTRACTOR TO PROVIDE RODENT GUARD AT EACH OUTLET PER SUDAS DETAIL 4040.233 "RODENT GUARD ON SUBDRAIN OUTLET"
- APPROXIMATE LOCATION OF PROPOSED PENN STREET IMPROVEMENTS BY CITY. WORK TO BE COMPLETE SUMMER 2024.



NORTH LIBERTY PANTRY
350 W PENN ST
NORTH LIBERTY, IA 52317
NORTH LIBERTY FOOD PANTRY

ISSUED FOR
CITY SUBMITTAL

| DATE | DESCRIPTION | DATE |
|------------|--------------------|------------|
| 04/09/2024 | PRE-APP REVIEW | 04/09/2024 |
| 05/02/2024 | CITY FMS SUBMITTAL | 05/02/2024 |
| | REC'D | |

DESIGNED BY: []
 DETAILED BY: []
 CHECKED BY: []
 PROJECT NO: 210235
 SHEET NAME:

OVERALL SITE AND UTILITY PLAN

C2.00

NOT FOR CONSTRUCTION

| ID | SYMBOL | QTY. | BOTANICAL/COMMON NAME | MAT. SIZE | ROOT | SPACING | NOTES |
|-------------------------|--------|------|---|------------------|--------|----------|---|
| DECIDUOUS TREES | | | | | | | |
| QB | | 8 | Quercus bicolor SWAMP WHITE OAK | 60' H X 60' W | BB | SEE PLAN | MIN. OF 2" CALIPER AND CLEAR TRUNK HEIGHT AT 4' ABOVE GRADE |
| CO | | 7 | Celtis Occidentalis HACKBERRY | 50' H X 40-60' W | BB | SEE PLAN | MIN. OF 2" CALIPER AND CLEAR TRUNK HEIGHT AT 4' ABOVE GRADE |
| TA | | 6 | Tilia americana 'Redmond' AMERICAN LINDEN | 50' H X 35' W | BB | SEE PLAN | MIN. OF 2" CALIPER AND CLEAR TRUNK HEIGHT AT 4' ABOVE GRADE |
| DECIDUOUS SHRUBS | | | | | | | |
| PO | | 3 | Physocarpus opulifolius COMMON NINEBARK | 6' H X 6' W | 2 GAL. | SEE PLAN | MIN. HEIGHT OF 18" |
| WF | | 16 | Weigela florida 'Bramwell' FINE WINE WEIGELA | 4' H X 4' W | 2 GAL. | SEE PLAN | MIN. HEIGHT OF 18" |

ALL PLANTS NURSERY MATCHED, QUALITY SPECIMEN; PLANS SHALL SUPERCEDE PLANT COUNTS

NORTH LIBERTY CODE:

CURRENT ZONING C-1-B - COMMERCIAL, GENERAL

| SETBACKS | FRONT | CORNER SIDE | SIDE | REAR |
|----------|-------|-------------|------|------------------------------------|
| | 25' | 25' | 10' | 10', ABUTTING RESIDENTIAL THEN 20' |

169.02 LANDSCAPING REQUIREMENTS

2.A.(2) ALL SPECIES TO WITHSTAND HARDINESS ZONE 5B

- 3. MIN PLANTING SIZES**
- A. EVERGREEN MIN HEIGHT = 6'
 - B. SHADE TREES MIN CLEAR TRUCK HEIGHT = 4' AGL 2" CALIPER
 - C. SINGLE STEM ORNAMENTAL TREES MIN TRUNK SIZE = 2" CALIPER; MULTIPLE STEM MIN HEIGHT 8'
 - D. EVERGREEN/DECIDUOUS SHRUBS MIN HEIGHT 18"

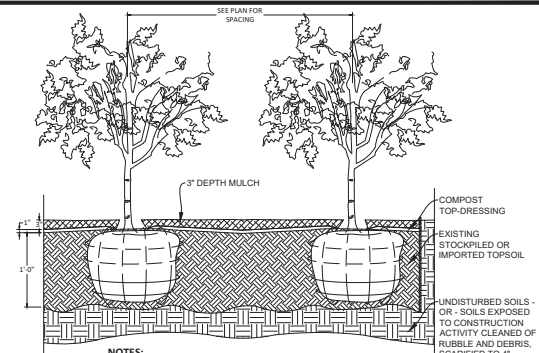
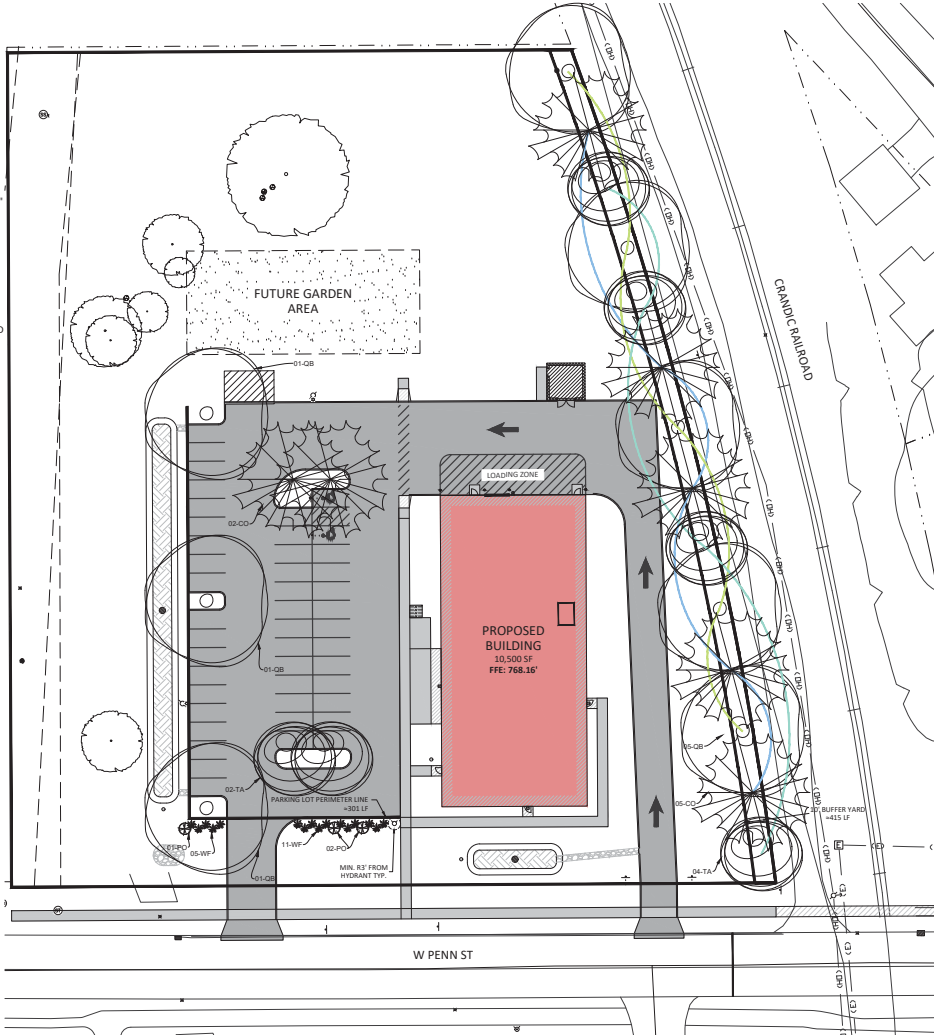
- 4. PARKING LOT LANDSCAPE:** RUNS FULL LENGTH OF PARKING LOT PERIMETER AND LOCATED BETWEEN THE LOT LINE AND EDGE OF PARKING LOT
- B. MIN 1 SHADE TREE PER 50 SF OF PERIMETER LANDSCAPE YARD; 2 ORNAMENTAL SUBSTITUTE FOR 1 SHADE TREE EVERY 25 LF LINEARLY O.C. OR GROUPED
- 300.9997 LF / 50 = **6.02 TREES**
- C. TREES WITHIN PARKING LOT ISLANDS MAY BE INCLUDED IN CALC FOR MIN REQUIRED TREES

- 6. PARKING LOT INTERIOR LANDSCAPE**
- A. ALL ROWS OF PARKING STALLS MUST TERMINATE IN A PARKING LOT ISLAND OR LANDSCAPE AREA
 - B. >15 STALLS IN A ROW; MUST HAVE 1 PARKING LOT ISLAND BETWEEN EVERY 15 STALLS
 - C. PARKING LOT ISLANDS MUST BE SAME DIMENSION AS PARKING STALL. DOUBLE ROWS = SAME DIMENSIONS AS DOUBLE ROW
 - D. MIN 1 SHADE TREE IN EVERY PARKING LOT ISLAND; IF ISLAND WIDTH IS DOUBLE ROW THE 2 SHADE TREES

- 7. ON-SITE TREES**
- C. COMMERCIAL, INDUSTRIAL AND PUBLIC DISTRICTS: 1 TREE / 2,000 SF OF BUILDING FOOTPRINT
 - D. TREES WITHIN PARKING LOT LANDSCAPE AND PARKING LOT ISLANDS MAY BE INCLUDED
- 10,500 SF / 2,000 = **5.25 TREES**

- 8. BUFFER YARDS**
- A. REQUIRED ALONG INTERIOR SIDE AND REAR YARDS IF:
 - (3) LOT LINE OF NON-RESIDENTIAL DISTRICT IS ADJACENT TO LOT LINE OF RESIDENTIAL DISTRICT
 - B. REQUIRED DESIGN
 - (1) MIN 10' WIDTH
 - (2) 1 SHADE OR EVERGREEN EVERY 30 LF OF BUFFER YARD LENGTH
- 415.3006 LF / 30 = **13.84 TREES**
- (3) EXISTING TREES COUNT TOWARD REQ AT 1:1 RATIO REGARDLESS OF SIZE
 - (4) EVERGREEN SHRUBS TO CREATE A CONTINUOUS LINEAR HEDGEROW

- 9. SITE LANDSCAPE**
- AREAS NOT COVERED BY STRUCTURES OR PAVEMENT MUST BE PLANTED WITH LIVE LANDSCAPING, STONE, MULCH, ETC. MUST NOT COVER MORE THAN 40% OF AREA AND HEIGHT NO HIGHER THAN HEIGHT OF CURB
- PROHIBITED TREES**
- BLACK LOCUST, BOX ELDER, COTTON BEAR POPLAR, FEMALE GINKGO, GREEN ASH, RUSSIAN OLIVE, SIBERIAN ELM, SILVER MAPLE/WHITE RIVER MAPLE (SOFT MAPLES), TREE OF HEAVEN AND WHITE ASH



NOTES:

1. REMOVE ANY EXISTING VEGETATION, BARRIER FABRIC, OR ROCK WITHIN PLANTING AREA PRIOR TO PREPARATION ACTIVITIES
2. SCARIFY SUB-SOIL TO A DEPTH OF 4"
3. PLACE 12" OF TOPSOIL
4. TOP DRESS ALL PLANTING AREAS WITH 1" COMPOST
5. MIX EXISTING OR IMPORTED PLACED TOPSOIL AND COMPOST TOP DRESSING TOGETHER TO A TOTAL DEPTH OF 6"
6. RAKE AND SMOOTH SOIL TO 3" BELOW FINISH GRADE REMOVING ROCKS, ROOTS, CLUMPS, AND ALL OTHER DEBRIS

SHRUB/PERENNIAL PLANTING

1

STAKING NOTES:

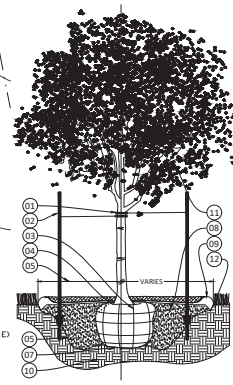
- 00 TREE STAKING SHALL ONLY BE USED IF NOTED, IN HIGH WIND AREAS, OR AREAS OF HEAVY ADJACENT PEDESTRIAN TRAFFIC.
- 01 STAKING WIRE THROUGH RUBBER HOSE SET LOOSE TO ALLOW FOR TRUNK TAPER AND DETRIMENTAL GROWTH. TREE SHOULD ALLOW LIMITED MOVEMENT.
- 02 STEEL FENCE POST STAKE DRIVEN INSIDE MULCH RING DIAMETER. DRIVE STAKES 1'-0" INTO UNDISTURBED SOIL BELOW ROOTBALL.

TREE PLANTING NOTES:

- 03 REMOVE TOP 2/3 OF WIRE BASKET AND BURLAP ONCE PLACED INTO PLANTING HOLE. REMOVE ALL SISAL AND SYNTHETIC TWINE.
- 04 TRUNK FLARE SHOULD BE EXPOSED BEFORE DETERMINING PLANTING HOLE DEPTH. PLANT TREE WITH TRUNK FLARE 1-2" MAXIMUM ABOVE ORIGINAL GRADE, AVOID PLANTING TREE TOO DEEPLY.
- 05 PLANTING HOLE TO BE AT MINIMUM 3 TIMES THE WIDTH OF ROOTBALL AT SOIL SURFACE, SLOPING TO THE WIDTH OF ROOT BALL AT BASE. PLANTING HOLE WIDTH NEAR SURFACE IS INCREASED TO 5 TIMES THE WIDTH OF ROOTBALL WHEN SOILS ARE HIGHLY COMPACTED OR HEAVY IN CLAY CONTENT.
- 06 SCARIFY PLANTING HOLE TO HELP ELIMINATE THE CREATION OF A SOIL INTERFACE.
- 07 PLACE ROOTBALL ON COMPACTED & LEVELED SUBGRADE.
- 08 REMOVE EXISTING SOIL FROM EXCAVATED PLANTING PIT AND REPLACE WITH PLANTING SOIL, WHILE BACKFILLING, WORK PLANTING SOIL AROUND ROOTBALL TO MINIMIZE LARGE AIR POCKETS AND ENSURE BETTER VERTICAL SUPPORT.
- 09 AVOID MOUNDING MULCH & MAKING CONTACT WITH TRUNK. FORM 2-3" SHREDED HARDWOOD MULCH RING SAUCER TO HELP HOLD WATER DURING ESTABLISHMENT. DIAMETER OF MULCH AREA SHOULD BE KEPT CLEAR OF GRASS, WEEDS, ETC. TO REDUCE COMPETITION WITH TREE ROOTS.
- 10 UNDISTURBED SOIL.
- 11 ONLY LIGHTLY PRUNE AND REMOVE DAMAGED OR DEAD BRANCHES.
- 12 SPADE EDGING, TYP. UNLESS OTHERWISE NOTED ON PLAN.
- 13 REFER TO LANDSCAPE PLAN FOR PLANT SPACING, LOCATIONS.
- 14 6" MINIMUM WIDER HOLE THAN CONTAINER ON ALL SIDES.

TREE STAKING AND PLANTING

2



NORTH LIBERTY PANTRY
350 W PENN ST
NORTH LIBERTY, IA 52317
NORTH LIBERTY FOOD PANTRY

CITY SUBMITTAL

| DATE | DESCRIPTION | DATE |
|------------|----------------------|------------|
| 04/09/2024 | PRE-APP REVIEW | 04/09/2024 |
| 05/01/2024 | CITY FIRST SUBMITTAL | 05/01/2024 |
| 05/24/2024 | RTS 1 | 05/24/2024 |

| | |
|--------------|----------------|
| DESIGNED BY: | |
| DETAILED BY: | |
| CHECKED BY: | |
| PROJECT NO: | 210235 |
| SHEET NAME: | LANDSCAPE PLAN |

LANDSCAPE PLAN

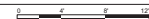
L1.00

NOT FOR CONSTRUCTION



1 NORTH ELEVATION - WAREHOUSE DELIVERIES

SCALE: 3/16" = 1'-0"



2 WEST ELEVATION - FRONT ENTRY

SCALE: 3/16" = 1'-0"



SITE PLAN REVIEW DOCUMENTS - NOT FOR CONSTRUCTION



NORTH LIBERTY COMMUNITY PANTRY

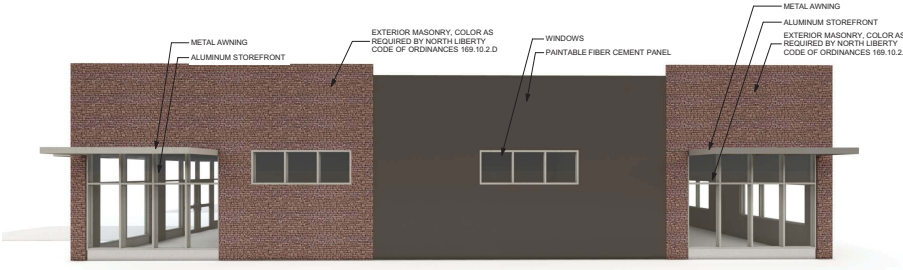
89 N Jones Blvd
North Liberty, IA 52317

| MARK | DATE | DESCRIPTION |
|------|------|-------------|
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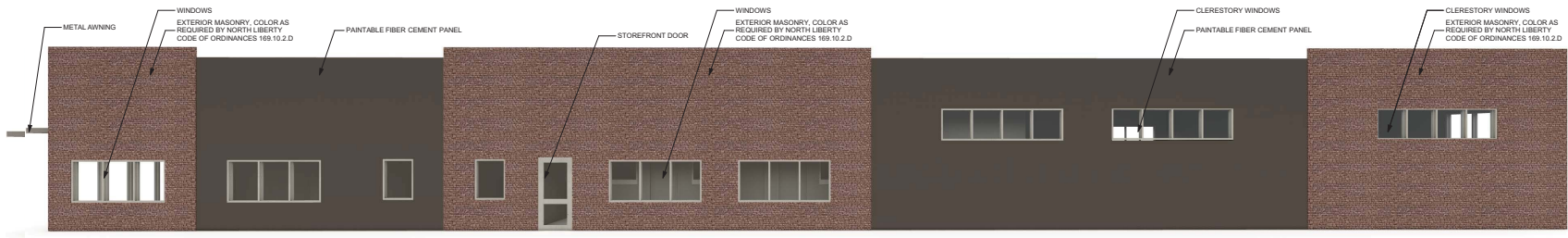
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DATE: 4/29/2024
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SHEET TITLE
ELEVATIONS

SD-101



1 SOUTH ELEVATION - PENN STREET
SCALE: 3/16" = 1'-0"



2 EAST ELEVATION - FACING RAILROAD TRACKS
SCALE: 3/16" = 1'-0"



**NORTH LIBERTY COMMUNITY
PANTRY**

89 N Jones Blvd
North Liberty, IA 52317

SITE PLAN REVIEW DOCUMENTS - NOT FOR CONSTRUCTION

| MARK | DATE | DESCRIPTION |
|------|------|-------------|
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PROJECT NO: #Pln
DATE: 4/29/2024
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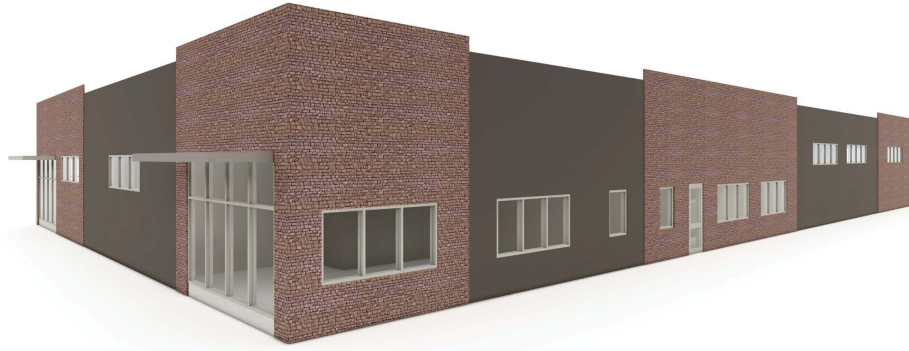
SHEET TITLE
ELEVATIONS

SD-102

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1 SOUTHWEST CORNER



2 SOUTHEAST CORNER



3 FRONT VIEW



**NORTH LIBERTY COMMUNITY
PANTRY**

89 N Jones Blvd
North Liberty, IA 52317

SITE PLAN REVIEW DOCUMENTS - NOT FOR CONSTRUCTION

| MARK | DATE | DESCRIPTION |
|------|------|-------------|
| | | |
| | | |
| | | |

PROJECT NO: #Pln
DATE: 4/29/2024
DRAWN BY: LM
COPYRIGHT

SHEET TITLE
3D VIEWS

SD-103

C:\Users\Lena Michalek\OneDrive - Horizon Architecture\Documents - Horizon Architecture\Projects\Axiom\Projects\22-007 NL Food Pantry\1 - Model and Design\NL Food Pantry.pln

Resolution No. 2024-65

**RESOLUTION APPROVING THE PRELIMINARY SITE
PLAN FOR 350 W. PENN STREET, NORTH LIBERTY,
IOWA**

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

WHEREAS, the owner and applicant, North Liberty Community Pantry, has filed with the City Clerk a preliminary site plan;

WHEREAS, the property is described as:

Commencing at the southwest corner of the northeast quarter of Section 12, Township 80 North, Range 7 West of the 5th P.M.; thence east 920.35 feet along the south line of said northeast quarter to the point of beginning; thence north 443.00 feet; thence east 272.35 feet to the westerly right of way line of the Cedar Rapids and Iowa City Railway right-of-way; thence southeasterly, along said right-of-way 455.58 feet on an 1865.29 foot radius curve, concave southwesterly whose 454.45 foot chord bears S 12°53'13" E; thence West 373.71 feet to the point of beginning.

Excepting from the above-described property, a 7 foot strip of land off the south side thereof, conveyed to the City of North Liberty, Iowa, for right of way purposes by Warranty Deeds recorded in Book 1129, Page 105 and In Book 1129, Page 101, records of Johnson County, Iowa.

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 350 W. Penn Street, North Liberty, Iowa.

APPROVED AND ADOPTED this 11th day of June, 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



TL&L and UIHC Easement Agreement

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

PUBLIC EASEMENT AGREEMENT

This agreement is made and entered into by and between T L & L, Inc., owner of the real estate described herein, (hereinafter referred to as "Property Owner," which expression shall include his/her/their/its agents, successors or assigns), and the CITY OF NORTH LIBERTY, IOWA, a municipal corporation, (hereinafter referred to as "City," which expression shall include its agents, successors or assigns), and the STATE BOARD OF REGENTS, and entity of the State of Iowa, (hereinafter referred to as "University," which expression shall include its agents, successors or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For valuable consideration set forth below, the receipt of which is hereby acknowledged, the Property Owner hereby grants and conveys to the City a Permanent Landscape, Lighting, Traffic Signal and Sidewalk Easement (Division I), and to the University a Temporary Construction Easement (Division II) for the public purpose of improving and widening Forevergreen Road, installing landscaping, lighting, traffic signals, sidewalks, and extending utility services (the "Project"), under, over, through and across the areas described in the exhibits, which are attached.

Additionally, as part of the consideration for this agreement,

- A. University shall pay Property Owner the sum of Sixteen Thousand Five Hundred Thirty-Six Dollars (\$16,536.00) following signature by all parties to this Agreement.
- B. The Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at University, nor shall the Property Owner be responsible for the initial costs of constructing or maintaining the Project; however, connection fees, frontage fees, or other typical and customary fees will be collected by the City at the time any part of the property is developed.
- C. University shall be responsible for the recording of this Agreement and payment of the costs for the same.

- D. The City shall indemnify and hold harmless the Property Owner, its successors and assigns, from and against any loss, damage, expense, cost, third party claims, causes of action, or other liabilities arising out of, or purporting to arise out of, the City's exercise of the rights granted under this Agreement. This indemnification and hold harmless shall include, but is not limited to, reasonable legal fees and cost of defense incurred by Property Owner.
- E. As a State entity, University shall, to the extent permitted under Iowa Code Chapter 669 and the Iowa Constitution, be responsible for any loss, damage, expense, cost, causes of action, or other liabilities arising out of, or purporting to arise out of, University's exercise of the rights granted under this Agreement.

**DIVISION I – PERMANENT LANDSCAPE, LIGHTING, TRAFFIC SIGNAL
AND SIDEWALK EASEMENT**

Further, the Property Owner and the City agree that:

1. The permanent landscape, lighting, traffic signal and sidewalk easement (the "Permanent Easement," hereinafter) granted and conveyed by this Agreement is situated over and across real estate depicted and legally described in Exhibit A (the "Permanent Easement Area"), which is attached and fully incorporated herein.
2. The City has the right to install, repair, upgrade, maintain and replace such improvements for landscaping, lighting, traffic signals and sidewalks, including such appurtenances as may be reasonably necessary for the proper installation, upgrading, maintenance and replacement of said improvements, both above ground and underground, in the Permanent Easement Area from time to time as the City may from time to time elect.
3. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the permanent easement area without obtaining the prior written approval of the City Engineer.
4. The Property Owner shall not change the grade, elevation or contour of any part of the permanent easement area without obtaining the prior written consent of the City Engineer.
5. The City shall have the right of access to the permanent easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the permanent easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the permanent easement area without notice or compensation.
6. The City's rights under the permanent easement granted and conveyed herein by the Owner run indefinitely with the land.

DIVISION II – TEMPORARY CONSTRUCTION EASEMENT

The Property Owner and University further agree that:

1. Property Owner does hereby grant and convey to University a temporary construction easement for the purpose of facilitating University's construction of the Project described above, over and across the real estate depicted on and legally described on the attached Exhibit B, which is attached hereto and fully incorporated by this reference. Said real estate is referred to hereinafter as "Construction Easement."
2. The Property Owner shall not erect any landscaping, fences, or structures over, under or within the Construction Easement during the construction of the Project, without obtaining the prior written approval of University.
3. The Property Owner shall not change the grade, elevation or contour of any part of the Construction Easement without obtaining the prior written consent of University during the same timeframe, which consent shall not be unreasonably withheld.
4. University shall have the right of access to the Construction Easement and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the easement area.
5. Following the construction and installation of the Project and final acceptance by the City, University shall restore the Construction Easement area to substantially the same condition as existed prior to the commencement of construction operations.
6. University covenants and agrees that driveways, fences and other site features that are removed or disturbed shall be replaced by University consistent with the final construction plans. University further agrees that all grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by University.
7. University covenants and agrees to remove and stockpile existing topsoil from areas to be excavated, to be used in the event of any repair. Following installation of the improvements described herein, all areas within the Construction Easement which are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and respread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.
8. The rights as described above in the Construction Easement shall commence upon execution hereof and shall cease and terminate following the completion of the construction of the Project, but no later than December 31, 2024.

DIVISION III – GENERAL

The Property Owner does hereby covenant with the City and University that the Property Owner holds said real estate described in this easement by title in fee simple; that the Property Owner has good and lawful authority to convey the same; and that the Property Owner covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated this 30th day of May, 2024.

PROPERTY OWNER:

CITY:

Signed: Theodore L. Lewis
Theodore L. Lewis
on behalf of T L & L, Inc.

Signed: _____
Chris Hoffman, Mayor

Signed: _____
Tracey Mulcahey, City Clerk

UNIVERSITY

Signed: David Kieft
David Kieft, University of Iowa Business Manager

STATE OF IOWA, JOHNSON COUNTY: ss

On this 30th day of May, 2024, 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.

Grant D Lientz
Notary Public in and for the State of Iowa



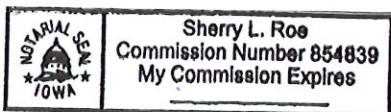
STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Chris Hoffman and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 20____, and that Chris Hoffman and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

On this 3 day of June, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared David Kieft in his capacity as University Business Manager for the University of Iowa, who, being by me duly sworn, did say that he has signature authority to sign this document on behalf of the Iowa Board of Regents and the University of Iowa, and that he acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of University.



Sherry L. Roe

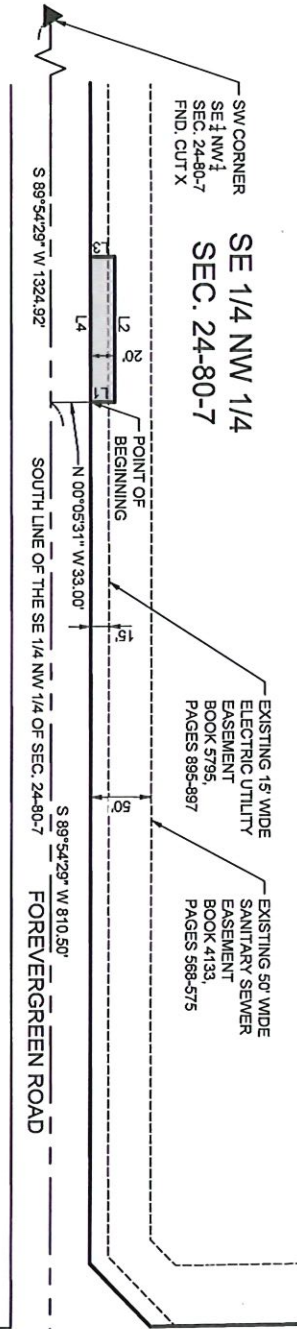
Notary Public in and for the State of Iowa

| | |
|----------------|---|
| City: | NORTH LIBERTY |
| County: | JOHNSON |
| Geoparcial ID: | 0624276002 |
| Description: | PART OF SE 1/4 NW 1/4 SECTION 24, TOWNSHIP 80N, RANGE 7W |
| Proprietor: | T. L. & L. INC |
| Surveyor: | WALTER T. HURLBUTT, P.L.S. |
| Company: | SHIVE-HATTERY INC |
| Return To: | 2839 NORTHGATE DRIVE IOWA CITY, IOWA 52245, PH: 319.354.3040 |

Index Legend

EASEMENT EXHIBIT
 A PERMANENT LANDSCAPE, LIGHTING, TRAFFIC SIGNAL,
 AND SIDEWALK EASEMENT ON
 A PART OF THE SOUTHEAST QUARTER OF THE
 NORTHWEST QUARTER
 SECTION 24, TOWNSHIP 80 NORTH, RANGE 7 WEST
 NORTH LIBERTY, JOHNSON COUNTY, IOWA

THIS SPACE RESERVED FOR RECORDERS USE



**DESCRIPTION: LANDSCAPE, LIGHTING, TRAFFIC SIGNAL,
 AND SIDEWALK EASEMENT**

A permanent landscape, lighting, traffic signal, and sidewalk easement on that part of the Southeast 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 Southeast Corner of said Southeast Quarter of the Northwest Quarter;

Thence South 89°54'29" West 810.50 feet along the South line of said Southwest Quarter of the Northwest Quarter (assumed bearing for this description only);

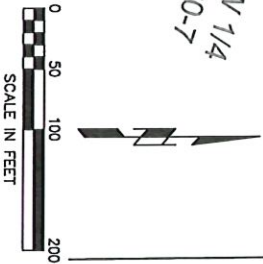
Thence North 00°05'31" West 33.00 feet to a point of intersection with the Northernly right-of-way of Forevergreen Road, said point being the point of beginning;

Thence continuing North 00°05'31" West 20.00 feet;

Thence South 89°54'29" West 120.00 feet;

Thence South 00°05'31" East 20.00 feet to a point of intersection with said Northernly right-of-way;

Thence North 89°54'29" East 120.00 feet along said Northernly right-of-way to the point of beginning and containing 2,400 square feet more or less.



NOTES:
 EXISTING UTILITY EASEMENTS ARE SHOWN FOR REFERENCE ONLY. NOT ALL EASEMENTS FOR THE SUBJECT PARCEL ARE SHOWN FOR THIS SURVEY.

BASE OF BEARINGS:
 IOWA STATE PLANE
 SOUTH ZONE (NAD83)

EASEMENT AREA:
 2,400 SQ. FT.

OWNER:
 T. L. & L. INC
 700 CLUB HOUSE ROAD
 NORTH LIBERTY, IA 52317

SURVEY REQUESTED BY:
 UNIVERSITY OF IOWA

SURVEY CONTACT:
 WALTER T. HURLBUTT, PLS
 SHIVE-HATTERY, INC
 2839 NORTHGATE DRIVE
 IOWA CITY, IA 52245
 319-354-3040
 whurlbut@shive-hattery.com

| LINE TABLE | | |
|------------|---------|---------------|
| LINE | LENGTH | DIRECTION |
| L1 | 20.00' | N 00°05'31" W |
| L2 | 120.00' | S 89°54'29" W |
| L3 | 20.00' | S 00°05'31" E |
| L4 | 120.00' | N 89°54'29" E |



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IOWA.

WALTER T. HURLBUTT
 SURVEYOR
 LICENSE NUMBER: 22020
 EXPIRES: 12/31/2024

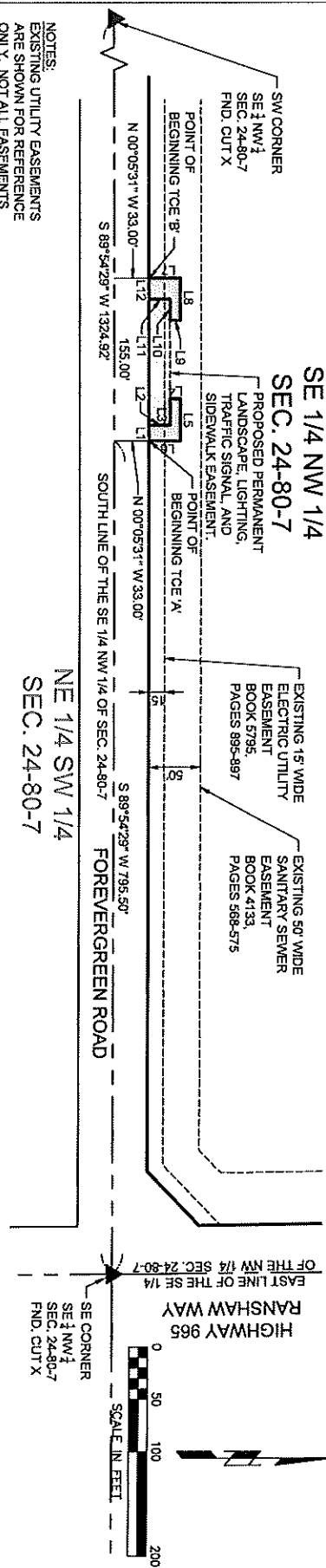
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| DATE | 3/21/2024 | SCALE | 1"=100' |
| DRAWN | JMD | FIELD BOOK | - |
| APPROVED | WTH | REVISION | - |

EASEMENT EXHIBIT
 A PART OF THE SE 1/4 OF THE NW 1/4
 SECTION 24, TOWNSHIP 80 NORTH, RANGE 7 WEST
 NORTH LIBERTY, JOHNSON COUNTY, IOWA

SHIVEHATTERY
 ARCHITECTURE+ENGINEERING
 2839 Northgate Drive | Iowa City, Iowa 52245
 319.354.3040 | www.shive-hattery.com
 Iowa | Illinois | Indiana | Nebraska | Wisconsin
 Illinois Firm Number: 184-000214

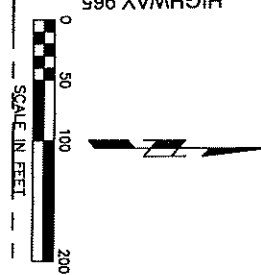
| | |
|----------------|---|
| City: | NORTH LIBERTY |
| County: | JOHNSON |
| Geoparcial ID: | 0624278002 |
| Description: | PART OF SE 1/4 NW 1/4 SECTION 24, TOWNSHIP 80N, RANGE 7W |
| Proprietor: | T & L, INC |
| Surveyor: | WALTER T. HURLBUTT, P.L.S. |
| Company: | SHIVE-HATTERY INC |
| Return To: | 2839 NORTHGATE DRIVE IOWA CITY, IOWA 52245, PH: 319.354.3040 |

EASEMENT EXHIBIT
A TEMPORARY CONSTRUCTION EASEMENT ON
A PART OF THE SOUTHEAST QUARTER OF THE
NORTHWEST QUARTER
SECTION 24, TOWNSHIP 80 NORTH, RANGE 7 WEST
NORTH LIBERTY, JOHNSON COUNTY, IOWA



| LINE TABLE | | |
|------------|--------|---------------|
| LINE | LENGTH | DIRECTION |
| L1 | 15.00' | S 89°54'29" W |
| L2 | 20.00' | N 00°05'31" W |
| L3 | 25.00' | S 89°54'29" W |
| L4 | 10.00' | N 00°05'31" W |
| L5 | 40.00' | N 89°54'29" E |
| L6 | 30.00' | S 00°05'31" E |

| LINE TABLE | | |
|------------|--------|---------------|
| LINE | LENGTH | DIRECTION |
| L7 | 30.00' | N 00°05'31" W |
| L8 | 40.00' | N 89°54'29" E |
| L9 | 10.00' | S 00°05'31" E |
| L10 | 20.00' | S 89°54'29" W |
| L11 | 20.00' | S 00°05'31" E |
| L12 | 20.00' | S 89°54'29" W |



NOTES:
EXISTING UTILITY EASEMENTS ARE SHOWN FOR REFERENCE ONLY. NOT ALL EASEMENTS FOR THE SUBJECT PARCEL ARE SHOWN FOR THIS SURVEY.

BASE OF BEARINGS:
IOWA STATE PLANE
SOUTH ZONE (NAD83)

OWNER:
T & L, INC
700 CLUB HOUSE ROAD
NORTH LIBERTY, IA 52317

SURVEY REQUESTED BY:
UNIVERSITY OF IOWA

SURVEYOR CONTACT:
WALTER T. HURLBUTT, PLS
SHIVE-HATTERY, INC
2839 NORTHGATE DRIVE
IOWA CITY, IA 52245
319-354-3040
whurlbutt@shive-hattery.com

DESCRIPTION: TEMPORARY CONSTRUCTION EASEMENT 'A'

A temporary construction easement on that part of the Southeast 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 Southeast Corner of said Southeast Quarter of the Northwest Quarter;

Thence South 89°54'29" West 795.50 feet along the South line of said Southwest Quarter of the Northwest Quarter (assumed bearing for this description only);

Thence North 00°05'31" West 33.00 feet to a point of intersection with the Northern right-of-way of Forewegreen Road, said point being the point of beginning;

Thence South 89°54'29" West 15.00 feet along said Northern right-of-way;

Thence North 00°05'31" West 20.00 feet

Thence South 89°54'29" West 25.00 feet;

Thence North 00°05'31" West 10.00 feet

Thence North 89°54'29" East 40.00 feet

Thence South 00°05'31" East 30.00 feet to the point of beginning and containing 700 square feet more or less.

DESCRIPTION: TEMPORARY CONSTRUCTION EASEMENT 'B'

A temporary construction easement on that part of the Southeast 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 Southeast Corner of said Southeast Quarter of the Northwest Quarter;

Thence South 89°54'29" West 950.50 feet along the South line of said Southwest Quarter of the Northwest Quarter (assumed bearing for this description only);

Thence North 00°05'31" West 33.00 feet to a point of intersection with the Northern right-of-way of Forewegreen Road, said point being the point of beginning;

Thence continuing North 00°05'31" West 30.00 feet;

Thence North 89°54'29" East 40.00 feet;

Thence South 00°05'31" East 10.00 feet;

Thence South 89°54'29" West 20.00 feet;

Thence South 00°05'31" East 20.00 feet to said Northern right-of-way;

Thence South 89°54'29" West 20.00 feet along said Northern right-of-way to the point of beginning and containing 800 square feet more or less.

EASEMENT EXHIBIT
A PART OF THE SE 1/4 NW 1/4
SECTION 24, TOWNSHIP 80 NORTH, RANGE 7 WEST
NORTH LIBERTY, JOHNSON COUNTY, IOWA

| | | | |
|----------|---------|------------|---------|
| DATE | 5/12/24 | SCALE | 1"=100' |
| DRAWN | JHO | FIELD BOOK | |
| APPROVED | WTH | REVISION | |

2839 Northgate Drive | Iowa City, Iowa 52245
319.354.3040 | www.shive-hattery.com
Iowa | Illinois | Indiana | Nebraska | Wisconsin
Illinois Firm Number: 184-000214

SHEET NO.
1 OF 1

PROJECT NO.
1211530

Resolution No. 2024-66

A RESOLUTION APPROVING THE PUBLIC EASEMENT AGREEMENT BETWEEN T L & L, THE CITY OF NORTH LIBERTY, AND THE STATE BOARD OF REGENTS

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

WHEREAS, the City of North Liberty is requesting a permanent easement to facilitate the installation of landscape, lighting, traffic signal and sidewalk;

WHEREAS, the University is requesting a temporary construction easement to facilitate the improving and widening of Forevergreen Road, installing landscaping, lighting, traffic signals, sidewalks and extending utility services;

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

NOW, THEREFORE, BE IT RESOLVED that the attached agreement between the City of Coralville and the City of North Liberty is approved for the property legally described as follows:

DESCRIPTION: LANDSCAPE, LIGHTING, TRAFFIC SIGNAL, AND SIDEWALK EASEMENT

A permanent landscape, lighting, traffic signal, and sidewalk easement on that part of the Southeast 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 Southeast Corner of said Southeast Quarter of the Northwest Quarter;
Thence South 89°54'29" West 810.50 feet along the South line of said Southwest Quarter of the Northwest Quarter (assumed bearing for this description only);
Thence North 00°05'31" West 33.00 feet to a point of intersection with the Northerly right-of-way of Forevergreen Road, said point being the point of beginning;
Thence continuing North 00°05'31" West 20.00 feet;
Thence South 89°54'29" West 120.00 feet;
Thence South 00°05'31" East 20.00 feet to a point of intersection with said Northerly right-of-way;
Thence North 89°54'29" East 120.00 feet along said Northerly right-of-way to the point of beginning and containing 2,400 square feet more or less.

DESCRIPTION: TEMPORARY CONSTRUCTION EASEMENT "A"

A temporary construction easement on that part of the Southeast 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 Southeast Corner of said Southeast Quarter of the Northwest Quarter;
Thence South 89°54'29" West 795.50 feet along the South line of said Southwest Quarter of the Northwest Quarter (assumed bearing for this description only);
Thence North 00°05'31" West 33.00 feet to a point of intersection with the Northerly right-of-way of Forevergreen Road, said point being the point of beginning;
Thence South 89°54'29" West 15.00 feet along said Northerly right-of-way;
Thence North 00°05'31" West 20.00 feet;
Thence South 89°54'29" West 25.00 feet;
Thence North 00°05'31" West 10.00 feet;
Thence North 89°54'29" East 40.00 feet;
Thence South 00°05'31" East 30.00 feet to the point of beginning and containing 700 square feet more or less.

DESCRIPTION: TEMPORARY CONSTRUCTION EASEMENT "B"

A temporary construction easement on that part of the Southeast 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 Southeast Corner of said Southeast Quarter of the Northwest Quarter;
Thence South 89°54'29" West 950.00 feet along the South line of said Southwest Quarter of the Northwest Quarter (assumed bearing for this description only);
Thence North 00°05'31" West 33.00 feet to a point of intersection with the Northerly right-of-way of Forevergreen Road, said point being the point of beginning;
Thence continuing North 00°05'31" West 30.00 feet;
Thence North 89°54'29" East 40.00 feet;
Thence South 00°05'31" East 10.00 feet
Thence South 89°54'29" West 20.00 feet;
Thence South 00°05'31" East 20.00 feet to said Northerly right-of-way;
Thence South 89°54'29" West 20.00 feet along said Northerly right-of-way to the point of beginning and containing 800 square feet more or less.

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

APPROVED AND ADOPTED this 11th day of June, 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



Greenbelt Trail

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

**STORM WATER MANAGEMENT FACILITY MAINTENANCE AGREEMENT AND
EASEMENT FOR GREENBELT TRAIL PARTS THREE AND FOUR**

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

SECTION 1. REQUEST FOR STORMWATER MANAGEMENT FACILITY MAINTENANCE AGREEMENT.

A. The Owner has requested that the City approve this Storm Water Management Facility Maintenance Agreement and Easement with respect to the real estate situated in North Liberty, Johnson County, Iowa, upon which the stormwater management facilities serving both the Greenbelt Trail Part Three and Greenbelt Trail Part Four Subdivisions, said real estate designated as Outlot J on the Final Plat of Greenbelt Trail Part Three (the "Facilities"):

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

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

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

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

SECTION 2. CONDITIONS OF APPROVAL OF AGREEMENT.

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

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

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

A. The Owner and any future owners of any part or all of the property described in section 1.A above, which includes both the Greenbelt Trail Part Three and Greenbelt Trail Part Four subdivisions as depicted on their respective final plats, shall be responsible for maintaining and repairing the Facilities in a properly functioning condition, as determined in the sole judgment of the City. Maintenance and repair shall include but is not limited to the following best management practices:

1. Mow basin bottom and embankment regularly to prevent growth of weeds and trees.
2. Check the integrity of the dam at least annually for varmint holes, low spots in the dam (other than the overflow spillway), etc.
3. Inspect outlet structure and piping at least quarterly, remove any obstructions, and ensure they are in good working order.
4. Inspect inlet pipes at least quarterly to be sure they are free flowing and remove any obstructions.
5. Inspect erosion control measures at least monthly until an adequate stand of grass is established.
6. Repair and remove silt from erosion control BMPS (silt fence, etc.) as needed.
7. Inspect overflow spillway at least annually to make sure it is operating properly and that it is at the correct elevation.
8. Inspect granular channels and riprap at least quarterly, and remove weeds and debris and replace rock as needed.

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

maintenance and repair requirements related thereto.

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

SECTION 4. MAINTENANCE AND REPAIR; EASEMENT.

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

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

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

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

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

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

SECTION 5. INSPECTION OF FACILITIES.

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

SECTION 6. RECORDS OF INSTALLATION AND MAINTENANCE AND REPAIR

ACTIVITIES.

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

SECTION 7. FAILURE TO MAINTAIN STORM WATER MANAGEMENT FACILITIES.

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

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

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

SECTION 8. ENFORCEMENT AND APPEALS.

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

B. Violation of any provision of this ordinance may be enforced by civil action

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

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

SECTION 9. OWNER'S OBLIGATION AND CITY ACTIONS.

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

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

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

SECTION 10. FEES.

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

SECTION 11. NOTICES.

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

Greenbelt Trail, LLC
c/o Robert N. Downer
122 S. Linn St.
Iowa City, Iowa 52240

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

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

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

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

SECTION 12. SUCCESSORS AND ASSIGNS.

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

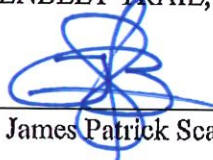
[remainder of page intentionally left blank]

DATED this ____ day of _____, 2024.

CITY OF NORTH LIBERTY, IOWA

GREENBELT TRAIL, L.L.C.

By: _____
Chris Hoffman, Mayor

By:  _____
James Patrick Scanlon, Jr., Manager

(seal)

ATTEST: _____
Tracey Mulcahey, City Clerk



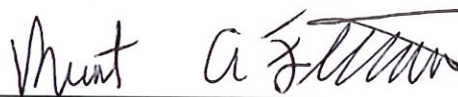
STATE OF IOWA, JOHNSON COUNTY: ss

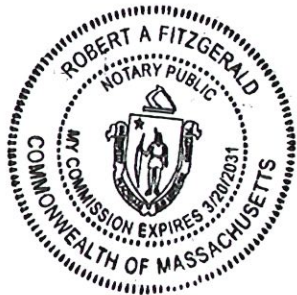
On this ____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Chris Hoffman and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation; and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the ____ day of _____, 2024; and that Chris Hoffman and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

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

COMMONWEALTH OF MASSACHUSETTS, SUFFOLK COUNTY: ss

This instrument was acknowledged before me on the 23 day of May, 2024, by James Patrick Scanlon, Jr., as Manager of Greenbelt Trail, L.L.C.

 _____
Notary Public in and for the State of Iowa
My Commission Expires: 3/20/31



Prepared by: Robert N. Downer, Shuttleworth & Ingersoll, P.L.C., 327 2nd Street, Coralville, IA 52241
Upon Recording, Return to:

STORM SEWER AND DRAINAGE EASEMENT AGREEMENT (OFFSITE)

THIS STORM SEWER AND DRAINAGE EASEMENT AGREEMENT (OFFSITE), made and entered into this ____ day of May, 2024, by and among SCANLON FAMILY, L.L.C., an Iowa limited liability company (the "Owner"), GREENBELT 3-4, L.L.C., an Iowa limited liability company (the "Developer"), and CITY OF NORTH LIBERTY, IOWA, a municipal corporation (the "City"), which expression shall include its successors and assigns.

WHEREAS, the Developer is developing and has submitted a Final Plat for Greenbelt Trail Part 3, North Liberty, Johnson County, Iowa (the "Subdivision") to the City Council of the City of North Liberty, Iowa, which Subdivision has been approved conditioned upon the within easement; and

WHEREAS, the Developer is desirous of providing for storm and surface water drainage from the Subdivision and is in need of the within easement in order to enable it to construct, operate, and maintain said storm sewer and surface water drainage, all upon the terms and conditions herein after set forth.

IT IS THEREFORE AGREED, as follows:

1. Dedication of Easement. Developer and Owner do hereby grant unto the City, and dedicate for the uses and purposes hereinafter set forth, the following described portions of the real estate owned by Owner, all as depicted upon the Final Plat of the Subdivision:

See Exhibit "A," attached hereto and by this reference made a part hereof (the "Easement Area").

2. Purposes of Easement. The within Easement is granted for the purpose of constructing, operating and maintaining a storm sewer and surface water drainage over, under, and upon the real estate described upon Exhibit "A" both for temporary construction purposes and, thereafter, to maintain said storm sewer and drainage in place, together with the right of ingress and egress thereto over and across the Easement Area.

3. Restoration. Upon the completion of said storm sewer and drainage facilities, the Easement Area shall be graded as nearly as possible, to match the elevation of Owner's adjacent property. Developer is hereby granted the right to trim, cut down and clear away all brush on the Easement Area

which now or hereafter in the reasonable opinion of the Developer may be a hazard to such area or the adjacent trail being constructed by the Developer.

4. Indemnification. The Developer shall indemnify the Owner and the City, and their respective successors and assignees, against any loss and damage which shall be caused by the negligent exercise of any of said ingress or egress, construction, maintenance, or use by the Developer or its agents or employees.

5. Limitation. Nothing in this Agreement shall be construed to impose a requirement on the Owner to construct or install any of the improvements covered hereby, which obligation is on the Developer until completion by the Developer and until acceptance by the City, as provided by law.

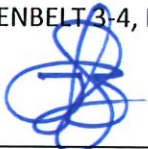
6. Binding Upon Successors and Assigns. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall be deemed to apply to and run with the title to the land.

DATED the day, month and year above written.

SCANLON FAMILY, L.L.C.

By: 
James Patrick Scanlon, Jr., Member and Manager

GREENBELT 3-4, L.L.C.

By: 
James Patrick Scanlon, Jr., Member and Manager

“DEVELOPER”

CITY OF NORTH LIBERTY, IOWA

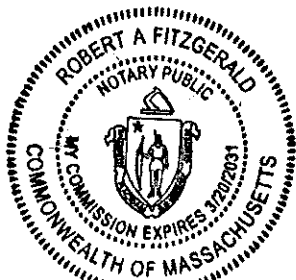
By: _____
Chris Hoffman, Mayor

By: _____
Tracey Mulcahey, City Clerk



COMMONWEALTH OF MASSACHUSETTS)
) ss:
COUNTY OF SUFFOLK)

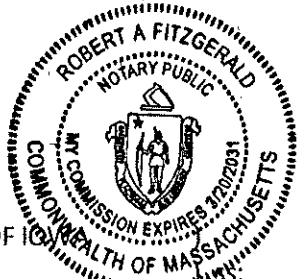
This instrument was acknowledged before me on May 28, 2024 by James Patrick Scanlon, Jr., as Member and Manager of SCANLON FAMILY, L.L.C.



Robert A. Fitzgerald
Notary Public in and for the State of Iowa

COMMONWEALTH OF MASSACHUSETTS)
) ss:
COUNTY OF SUFFOLK)

This instrument was acknowledged before me on May 28, 2024 by James Patrick Scanlon, Jr., Member and Manager of GREENBELT 3-4, L.L.C.



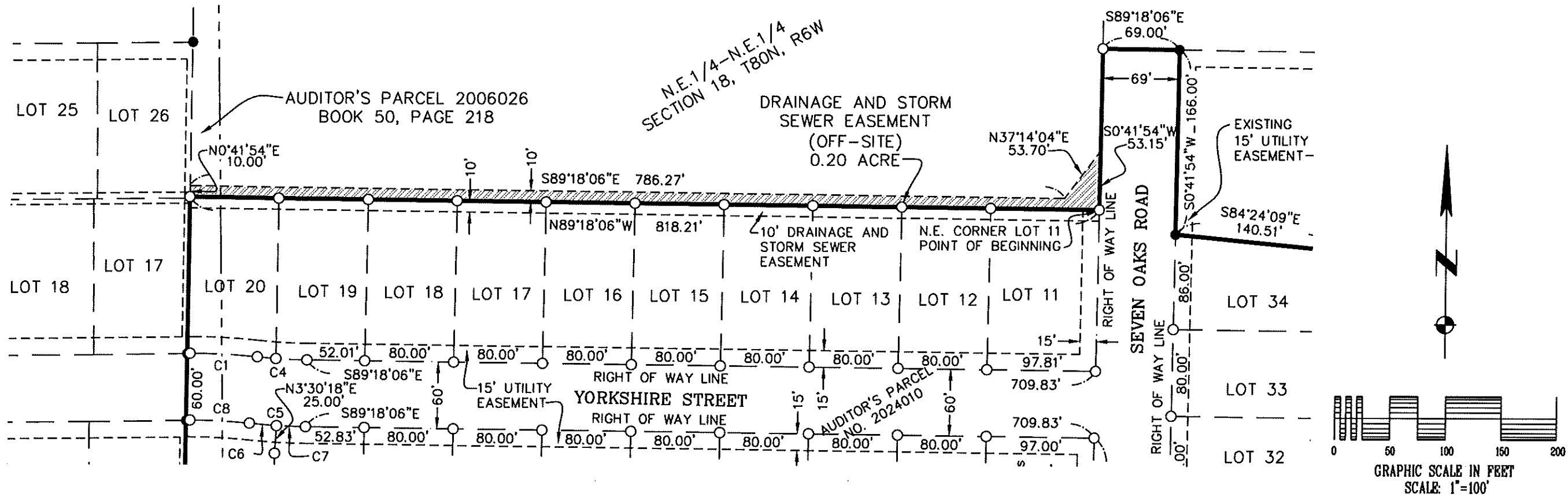
Robert A. Fitzgerald
Notary Public in and for the State of Iowa

STATE OF IOWA)
JOHNSON COUNTY)

On this ____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Chris Hoffman and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation, and that the instrument was signed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the ____ day of _____, 2024; and that Chris Hoffman and Tracey Mulcahey acknowledged the execution of the instrument to their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT
DRAINAGE AND STORM SEWER EASEMENT (OFF-SITE)
 PORTION OF THE N.E.1/4-N.E.1/4 SECTION 18, T80N, R6W
 CITY OF NORTH LIBERTY, JOHNSON COUNTY, IOWA



OWNER:
 SCANLON FAMILY, LLC
 PO BOX 1700-TRUST SERVICES
 IOWA CITY, IA 52244

NOTES:

- DISTANCES ARE IN FEET AND DECIMALS THEREOF.
- BEARINGS ARE BASED ON: NAD83(2011) / Iowa RCS Zone 10 (Cedar Rapids), as observed using the Iowa Real Time Network.
- DATE OF SURVEY FIELD WORK: 3/22/2023

SURVEY LEGEND

- () RECORDED AS PLAT BOUNDARY
- EASEMENT LINE
- SECTION LINE
- EXISTING LOT LINE

LEGAL DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (N.E.1/4-N.E.1/4) SECTION EIGHTEEN (18), TOWNSHIP EIGHTY (80) NORTH, RANGE SIX (6) WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF NORTH LIBERTY, JOHNSON COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT ELEVEN (11) OF GREENBELT TRAIL-PART FOUR, IN THE CITY OF NORTH LIBERTY, JOHNSON COUNTY, IOWA;

THENCE NORTH 89°18'06" WEST ON A NORTHERLY LINE OF SAID GREENBELT TRAIL PART FOUR TO THE NORTHWEST CORNER OF LOT TWENTY (20) OF SAID GREENBELT TRAIL PART FOUR;

THENCE NORTH 0°41'54" EAST ON THE WEST LINE OF AUDITOR'S PARCEL NO. 2006026, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 89°18'06" EAST, 786.27 FEET;

THENCE NORTH 37°14'04" EAST, 53.70 FEET TO THE WEST RIGHT OF WAY LINE OF SEVEN OAKS ROAD;

THENCE SOUTH 0°41'54" WEST ON SAID WEST RIGHT OF WAY LINE, 53.15 FEET TO THE POINT OF BEGINNING.

DESCRIBED PARCEL CONTAINS 0.20 ACRE.

HALL & HALL ENGINEERS, INC.
Leaders in Land Development Since 1953
 1860 BOYSON ROAD, HIAWATHA, IOWA 52233
 PHONE: (319) 362-9548 FAX: (319) 362-7595
 CIVIL ENGINEERING • LANDSCAPE ARCHITECTURE
 LAND SURVEYING • LAND DEVELOPMENT PLANNING
 www.halleng.com

EXHIBIT
DRAINAGE AND STORM SEWER EASEMENT (OFF-SITE)
 PORTION OF THE N.E.1/4-N.E.1/4 SECTION 18, T80N, R6W
 CITY OF NORTH LIBERTY, JOHNSON COUNTY, IOWA

Sheet Title:
 Date: 2/19/2024
 Field Book No: OT 102/OT 105
 Scale: 1"=100'
 Sheet: 1 of 1
 Project Number: 9749-GBT3

Designed by: BJV
 Drawn by: BJV
 Checked by:
 CAD File: I:\Projects\9700\9749-GBT Scanlon Farms Greenbelt Trail\9749-GBT3 PART 4 DRAINAGE AND STORM SEWER.dwg Date Plotted: Mar 27, 2024 - 2:08pm Plotted By: BWER

Prepared by: Robert N. Downer, Shuttleworth & Ingersoll, P.L.C., 327 2nd Street, Coralville, IA 52241
Upon Recording, Return to:

TEMPORARY GRADING AND CONSTRUCTION EASEMENT

THIS TEMPORARY GRADING AND CONSTRUCTION EASEMENT, made and entered into this 22nd day of May, 2024, by and between SCANLON FAMILY, L.L.C., an Iowa limited liability company (the "Owner"), and GREENBELT 3-4, L.L.C., an Iowa limited liability company, (the "Developer").

WHEREAS, the Developer is developing and has submitted a Final Plat for Greenbelt Trail Part 3, North Liberty, Johnson County, Iowa (the "Subdivision") to the City Council of the City of North Liberty, Iowa, which Subdivision has been approved conditioned upon the within easement; and

WHEREAS, the Developer is desirous of grading certain areas in the vicinity of the Subdivision in order to properly construct the infrastructure acquired for the Subdivision, all upon the terms and conditions hereinafter set forth.

IT IS THEREFORE AGREED, as follows:

1. Dedication of Temporary Grading and Construction Easement. Owner does hereby grant unto the Developer the temporary use of the following described real estate owned by Owner, all as depicted upon the final plat of the Subdivision:

See Exhibit "A," attached hereto and by this reference made a part hereof (the "Easement Area").

2. Purposes of Easement. The within easement is granted for the purpose of grading and constructing the Subdivision, and areas adjacent thereto for the purpose of constructing the infrastructure for the Subdivision, including that area described upon Exhibit "A," which Temporary Grading and Construction Easement shall be utilized only for the purpose of grading and constructing infrastructure for the Subdivision within the Subdivision and the Easement Area, together with the right of ingress and egress thereto over and across the Easement Area.

3. Restoration. Upon completion of said grading and construction, the Easement Area shall be graded, as nearly as possible, to match the elevation of Owner's adjacent property. Developer is hereby granted the right to trim, cut down, and clear away all trees and brush on the Easement Area which now or hereafter in the reasonable opinion of the Developer may be a hazard to such area.

4. Indemnification. The Developer shall indemnify the Owner, its successors and assigns, against any loss and damage which shall be caused by the negligent exercise of any of said ingress or egress, construction, maintenance, or use by either the Developer or its agents and employees in the course of their employment with such indemnification to be by the party negligently exercising its rights hereunder.

5. Limitation. Nothing in this Agreement shall be construed to impose a requirement on the Owner to construct or install any of the improvements covered hereby, which obligation being on the Developer until completion by the Developer and until acceptance by the City, as provided by law.

6. Binding Upon Successors and Assigns. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall be deemed to apply to and run with the title to the land.

7. Expiration. The rights herein granted to the Developer shall remain in full force and effect until the earlier to occur of the completion of the trail to be constructed as hereinabove provided, or until the 31st day of October, 2024, whichever shall first occur, at which time all rights herein granted shall terminate and expire.

8. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument.

DATED the day, month and year above written.

SCANLON FAMILY, L.L.C.

By: 

James Patrick Scanlon, Jr., Member and Manager

“OWNER”

GREENBELT 3-4, L.L.C.

By: 

James Patrick Scanlon, Jr., Member and Manager

“DEVELOPER”

COMMONWEALTH OF MASSACHUSETTS)
) ss:
COUNTY OF SUFFOLK)

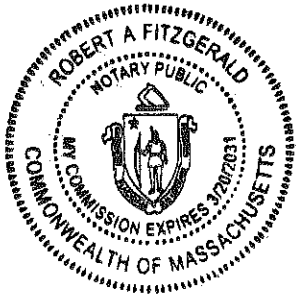
This instrument was acknowledged before me on May 28, 2024 by James Patrick Scanlon, Jr., as Member and Manager of SCANLON FAMILY, L.L.C.



Robert A. Fitzgerald
Notary Public in and for the State of Iowa

COMMONWEALTH OF MASSACHUSETTS)
) ss:
COUNTY OF SUFFOLK)

This instrument was acknowledged before me on May 28, 2024 by James Patrick Scanlon, Jr., Member and Manager of GREENBELT 3-4, L.L.C.

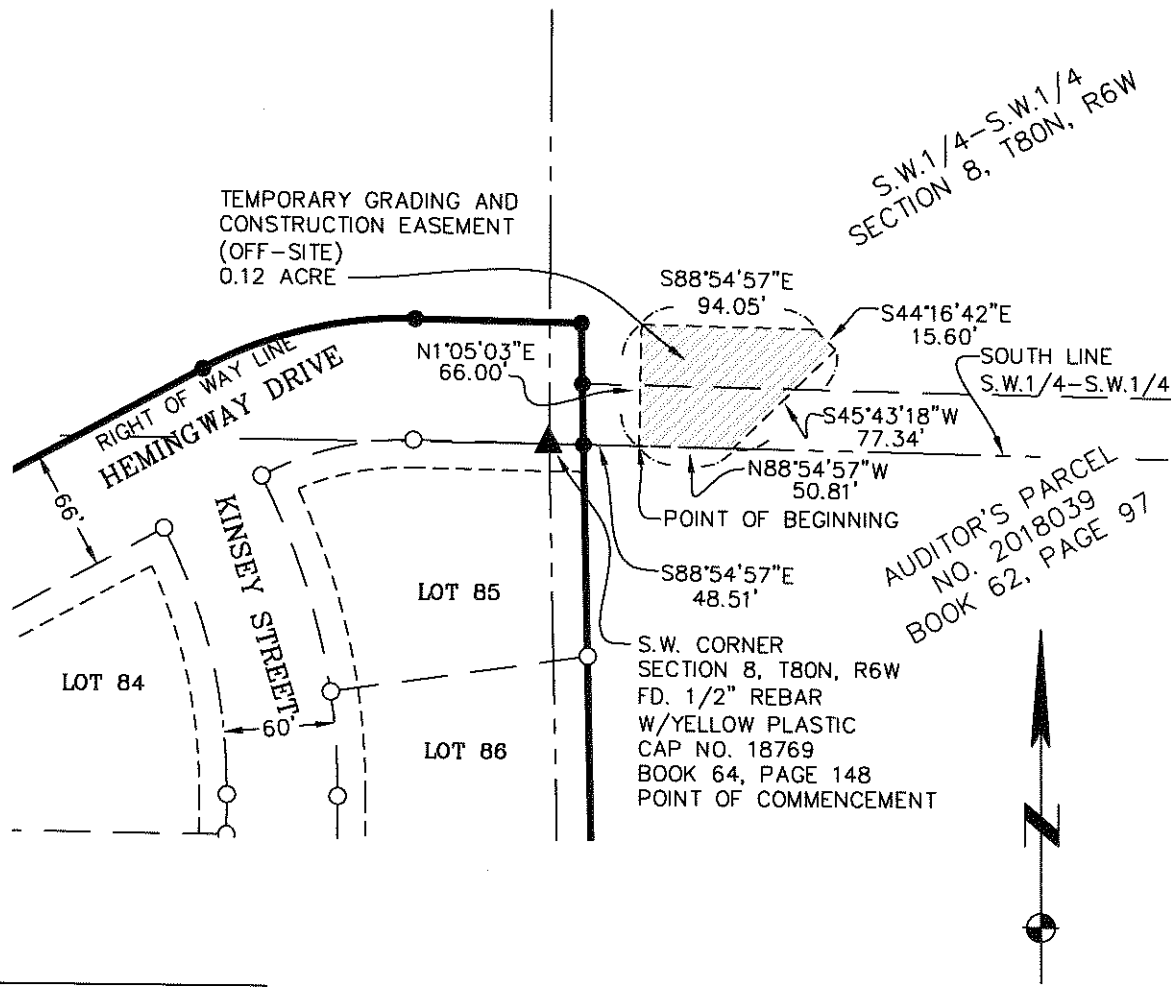


Robert A. Fitzgerald
Notary Public in and for the State of Iowa

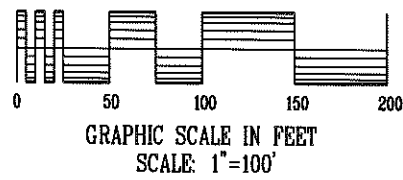
EXHIBIT A

TEMPORARY GRADING AND CONSTRUCTION EASEMENT (OFF-SITE)

PORTIONS OF AUDITOR'S PARCEL NO. 2018039 AND
S.W.1/4-S.W.1/4 SECTION 8, T80N, R6W
CITY OF NORTH LIBERTY, JOHNSON COUNTY, IOWA



OWNER:
SCANLON FAMILY, LLC
PO BOX 1700-TRUST SERVICES
IOWA CITY, IA 52244



- NOTES:
- DISTANCES ARE IN FEET AND DECIMALS THEREOF.
 - BEARINGS ARE BASED ON: NAD83 (2011) / Iowa RCS Zone 10 (Cedar Rapids), as observed using the Iowa Real Time Network.
 - DATE OF SURVEY FIELD WORK: 9/28/2023

SURVEY LEGEND

- FOUND SECTION CORNER MONUMENT AS NOTED
- RECORDED AS
- PLAT BOUNDARY
- EASEMENT LINE
- SECTION LINE
- EXISTING LOT LINE

LEGAL DESCRIPTION

THOSE PORTIONS OF AUDITOR'S PARCEL NO. 2018039 AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (S.W.1/4-S.W.1/4) OF SECTION EIGHT (8), TOWNSHIP EIGHTY (80) NORTH, RANGE SIX (6) WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF NORTH LIBERTY, JOHNSON COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 8;

THENCE SOUTH 88°54'57" EAST ON THE SOUTH LINE OF SAID S.W.1/4-S.W.1/4, A DISTANCE OF 48.51 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 1°05'03" EAST, 66.00 FEET;

THENCE SOUTH 88°54'57" EAST, 94.05 FEET;

THENCE SOUTH 44°16'42" EAST, 15.60 FEET;

THENCE SOUTH 45°43'18" WEST, 77.34 FEET TO SAID SOUTH LINE;

THENCE NORTH 88°54'57" WEST ON SAID SOUTH LINE, 50.81 FEET TO THE POINT OF BEGINNING.

DESCRIBED PARCEL CONTAINS 0.12 ACRE.

| | | | | | | | | | |
|------------------------------|------------------|-------------------|----------------------------------|--------------------|--|---|--------------|--------------|-------------|
| Project Number: 9749-GBT3 | Sheet: 1 of 1 | Scale: 1"=100' | Field Book No: 01 102/ 01 105 | Date: 4/16/2024 | Sheet Title: EXHIBIT TEMPORARY GRADING, CONSTRUCTION AND UTILITY EASEMENT (OFF-SITE) PORTIONS OF AUDITOR'S PARCEL NO. 2018039 AND S.W.1/4-S.W.1/4 SECTION 8, T80N, R6W CITY OF NORTH LIBERTY, JOHNSON COUNTY, IOWA | 1860 BOYSON ROAD, HIAMATHA, IOWA 52233 PHONE: (319) 362-9548 FAX: (319) 362-7595 CIVIL ENGINEERING • LANDSCAPE ARCHITECTURE LAND SURVEYING • LAND DEVELOPMENT PLANNING www.halleng.com | Designed by: | Drawn by:BJV | Checked by: |
| | | | | | | | | | |

CAD File: i:\projects\9700\9749-GBT Scanlon Farms Greenbelt Trail\9749-GBT3 - Scanlon Farms Greenbelt Trail Part 3\DWG\Plots\OFF-SITE EASEMENTS\PART 3\9749-GBT3 PART 3 OFFSITE TEMP GRADING.dwg Date Plotted : Apr 16, 2024 - 10:39am Plotted By : BVERLING

Resolution No. 2024-67

**RESOLUTION APPROVING THE STORM WATER
MANAGEMENT FACILITIES MAINTENANCE
AGREEMENT AND EASEMENTS BETWEEN THE CITY
OF NORTH LIBERTY AND GREENBELT TRAIL, L.L.C.
THAT ESTABLISHES THE TERMS AND CONDITIONS
UNDER WHICH STORMWATER MANAGEMENT
FACILITIES WILL BE MAINTAINED FOR GREENBELT
TRAIL PARTS THREE AND FOUR IN THE CITY OF
NORTH LIBERTY, IOWA**

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

WHEREAS, the terms and conditions for the maintenance of the storm water management facilities for Greenbelt Trail Parts Three and Four have been set forth in an Agreement between the City of North Liberty (“City”) and Greenbelt Trail L.L.C. (“Owner”);

WHEREAS, the owner of the property shown in the attachment have executed the Temporary Grading and Construction Easement Agreement and Storm Sewer and Drainage Easement Agreement (offsite) to permit the City to utilize property delineated in the agreement for the purpose of excavating for and the installation, replacement, maintenance and use of public storm sewer infrastructure;

NOW, THEREFORE, BE IT RESOLVED that that the Storm Water Management Facility Maintenance Agreement and Easement between the City and the Owners is approved for the development of Greenbelt Trail Parts Three and Four, North Liberty, Iowa.

APPROVED AND ADOPTED this 11th day of June, 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



Buck Moon Villas, LLC

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

**STORM WATER MANAGEMENT FACILITY
MAINTENANCE AGREEMENT AND EASEMENT
BUCK MOON VILLAS SUBDIVISION**

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

SECTION 1. REQUEST FOR STORMWATER MANAGEMENT FACILITY MAINTENANCE AGREEMENT.

A. The Owner has requested that the City approve this Storm Water Management Facility Maintenance Agreement and Easement with respect to the real estate situated in North Liberty, Johnson County, Iowa, upon which the stormwater management facilities for Buck Moon Villas Subdivision will be constructed, said real estate designated as Outlot A and Outlot B on the Final Plat of Buck Moon Villas Subdivision. Both Outlot A and Outlot B are together hereinafter referred to as the "Facilities".

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

1. The Owner has full ownership and control of the real estate described above;
2. The Owner, for the purposes of this Agreement, includes the current owner of the property described above; any successor owners, assigns, and heirs of the original Owner, and any other person or party determined to be a "responsible person" as defined in Chapter 156, City of North Liberty Code of Ordinances, or any successor ordinance thereto.
3. This Agreement is required by and shall be enforced pursuant to Chapter 156, City of North Liberty Code of Ordinances, or any successor ordinance thereto, and the Iowa Storm Water Management Manual, or any successor manual thereto.

SECTION 2. CONDITIONS OF APPROVAL OF AGREEMENT.

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

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

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

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

1. Repair undercut or eroded areas, reseed bare areas. Remove silt and repair erosion control BMP's. Schedule: As needed.
2. Inspect erosion control measures until an adequate stand of grass is established. Schedule: Monthly
3. Inspect outlet structure and piping, remove any obstructions, and ensure they are in good working order. Inspect inlet pipes to be sure they are free flowing and remove any obstructions. Inspect granular channels and riprap and remove weeds and debris and replace rock as needed. Remove trash and/or debris from the basin area. Mow side slopes. Schedule: Quarterly.
4. Examine the stability of the original depth zones and micro-topographical features. Inspect for invasive vegetation and remove where possible. Inspect for damage to the embankment and inlet/outlet structures, repair as necessary. Note any signs of hydrocarbon build-up and remove accordingly. Monitor for sediment accumulation in the facility and forebay. Examine to ensure that inlet and outlet devices are free of debris and operational. Inspect overflow spillway to make sure it is operating properly and that it is at the correct elevation. Schedule: Annual inspection.
5. Monitor sediment accumulations and remove sediment when pool volume has become reduced significantly (approximately 25%) or plants are "choked" with sediment. Schedule: 10 to 20 years or after 25% of detention volume has been lost.

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

maintenance and repair requirements related thereto.

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

SECTION 4. MAINTENANCE AND REPAIR; EASEMENT.

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

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

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

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

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

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

SECTION 5. INSPECTION OF FACILITIES.

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

SECTION 6. RECORDS OF INSTALLATION AND MAINTENANCE AND REPAIR

ACTIVITIES.

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

SECTION 7. FAILURE TO MAINTAIN STORM WATER MANAGEMENT FACILITIES.

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

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

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

SECTION 8. ENFORCEMENT AND APPEALS.

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

B. Violation of any provision of this ordinance may be enforced by civil action

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

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

SECTION 9. OWNER'S OBLIGATION AND CITY ACTIONS.

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

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

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

SECTION 10. FEES.

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

SECTION 11. NOTICES.

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

Buck Moon Villas, LLC
2198 Hendershot Road NE
North Liberty, Iowa 52317

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

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

North Liberty City Administrator
360 N. Main Street
P.O. Box 77
North Liberty, IA 52317

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

SECTION 12. SUCCESSORS AND ASSIGNS.

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

[remainder of page intentionally left blank]

DATED this ____ day of _____, 2024.

CITY OF NORTH LIBERTY, IOWA

BUCK MOON VILLAS, L.L.C.

By: _____
Chris Hoffman, Mayor

By: [Signature]
Daniel R. Bernacki, Manager

(seal)

ATTEST: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

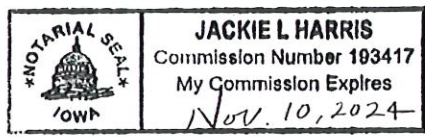
On this ____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Chris Hoffman and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation; and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the ____ day of _____, 2024; and that Chris Hoffman and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

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

STATE OF IOWA, JOHNSON COUNTY, ss:

This instrument was acknowledged before me on the 7th day of June, 2024, by Daniel R. Bernacki, as Manager of Buck Moon Villas, L.L.C.

[Signature]
Notary Public in and for the State of Iowa
My Commission Expires: Nov. 10, 2024



Resolution No. 2024-68

**RESOLUTION APPROVING THE STORM WATER
MANAGEMENT FACILITIES MAINTENANCE
AGREEMENT AND EASEMENT BETWEEN THE CITY OF
NORTH LIBERTY AND BUCK MOON VILLAS, L.L.C.
THAT ESTABLISHES THE TERMS AND CONDITIONS
UNDER WHICH STORMWATER MANAGEMENT
FACILITIES WILL BE MAINTAINED FOR BUCK MOON
VILLAS SUBDIVISION IN THE CITY OF NORTH LIBERTY,
IOWA**

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

WHEREAS, the terms and conditions for the maintenance of the storm water management facilities for Buck Moon Villas Subdivision have been set forth in an Agreement between the City of North Liberty ("City") and Buck Moon Villas, L.L.C. ("Owner");

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

NOW, THEREFORE, BE IT RESOLVED that that the Storm Water Management Facility Maintenance Agreement and Easement between the City and the Owners is approved for the development of Buck Moon Villas Subdivision, North Liberty, Iowa.

APPROVED AND ADOPTED this 11th day of June, 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, 360 N. Main Street, P.O. Box 77, North Liberty, IA 52317 319-626-5767

**DEVELOPER'S AGREEMENT
BUCK MOON VILLAS SUBDIVISION**

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

SECTION 1. REQUEST FOR PLAT APPROVAL.

Developer has requested that the City approve the proposed final plat, attached hereto as Exhibit A and incorporated herein by reference, for the subdivisions known as Buck Moon Villas Subdivision (referred to herein as the "plat") for the real estate situated in North Liberty, Johnson County, Iowa, legally described as follows:

BEING A REPLAT AUDITOR'S PARCEL #2017-092, BOOK 61 PAGE 196, BEING PART OF OUT LOT "A" IN SQUASH BEND FIRST ADDITION TO THE CITY OF NORTH LIBERTY AND AUDITOR'S PARCEL #2016089, BOOK 60 PAGE 335, BEING PART OF THE NORTH 20 RODS OF THE WEST 40 RODS OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 80 NORTH, RANGE 7 EAST OF THE 5TH P.M., JOHNSON COUNTY, IOWA.

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

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

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

1. The final plat conforms to the preliminary plat;
2. The construction plans have been submitted and approved;
3. The public improvements have been constructed and accepted by the City or, in the event the Developer requests and the City agrees to the construction of the public improvements after final plat approval, the Developer has complied with the security requirements set forth in Section 180.11(8) of the Code of Ordinances and Section 7 of this Agreement; and
4. The Developer enters into and abides by this Agreement.

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

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

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

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

SECTION 3. DEVELOPMENT REQUIREMENTS AND PROPERTY IMPROVEMENTS.

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

subdivision plats, or from the construction plans and specifications, unless approved in writing by the City.

B. Public Improvement Standards.

1. All improvements and facilities described in this Agreement shall be constructed and installed by the Developer according to the plans, specifications, ordinances, and standards of the City and in accordance with all applicable federal and state laws and regulations. All required inspections shall be performed by the City Engineer or designate. Said inspections shall consist of inspection of the work in progress but shall not relieve or release the Developer from its responsibility to construct said improvements and facilities pursuant to the agreed upon plans and specifications. These improvements and facilities include but are not limited to public water system; sanitary sewer system; storm sewer and drainageway system; site grading; underground utilities; setting for lot and block monuments; and surveying and staking.

2. The Developer acknowledges that it and its successors and assigns, including but not limited to builders and contractors, are responsible for meeting all requirements set out in approved plans, engineering specifications, City ordinances, City policies, other City standards, applicable state laws and regulations, and applicable federal laws and regulations. More specifically, the Developer and its successors and assigns waive as a defense to any claims of negligence that the City failed to discover or identify to the Developer any act or omission that does not meet the standards set out in approved plans, engineering specifications, City ordinances, City policies, other City standards, applicable state laws and regulations, and applicable federal laws and regulations.

C. Standard Requirements. Further, the Developer agrees that:

1. All streets shown on the plat will be constructed of concrete paving with concrete curb and gutter as shown on the approved construction plans and will be dedicated to the City.

2. The Developer shall provide for the installation of all electric lines, street lights, gas mains, telephone lines and other utility facilities that are necessary at the Developer's sole cost. Developer further agrees that all utilities shall be installed underground.

3. Any decorative street lighting must be approved by the City and installed at the Developer's sole cost.

4. At such time as building construction occurs on a lot, but in no event later than five (5) years from the date the subdivision plat is recorded, the Developer shall install sidewalks in said subdivision abutting said lots per the widths approved on the preliminary plat, in accordance with the plans and specifications of the City, and subject to inspections by the City Engineer or designate, unless otherwise shown on the plat or otherwise specified in this agreement. Notwithstanding this provision, any ADA-required ramps shall to be installed at the time other public improvements are installed.

5. The Developer shall submit a storm water management plan that will identify the drainage of this development and specify the manner in which storm water, drainage and runoff will be accommodated. The Developer agrees to dispose of all storm water through the approved storm water and drainageway system as set forth in the storm water management plan. The design and construction of a storm water detention basin, if required by the City for this development, shall comply with the City's current storm water management ordinances and policies. The Developer shall have a duty to continue the drainage across the property, and, in no event shall the Developer create an undue hardship on the adjoining property owners in the manner in which storm water runoff and drainage is managed. The Developer may reserve a drainage easement across all or a portion of the outlots within the subdivision for management of storm water runoff and drainage from the subdivision and other areas whose storm water may be more efficiently detained and drained by the utilization of such easement.

6. The Developer shall provide water, sewer, utility, and drainage easements as shown on the plat.

7. Any wells shall be abandoned in accordance with applicable local, state, and federal laws and regulations.

8. A Stormwater Management Facility Maintenance Agreement (or BMP Agreement) shall be required to be approved before or at the time of final plat approval.

D. Additional Requirements. Further, the Developer agrees that:

1. Off-site easements will need to be provided prior to construction plan approval.

2. Developer has agreed to install enhanced storm sewer infrastructure at the City's request and in accordance with the approved final construction plans for the subdivision. City agrees to pay Developer \$33,600.00 within 30 days of final plat approval or formal acceptance by the City of the public improvements within the subdivision, whichever is later.

3. Developer agrees that no Lot shall have direct access to Dubuque Street or Ranshaw Way. In addition, Lot 58 shall not have direct access to Edward Drive, and Lot 60 shall not have direct access to Legacy Court.

4. The Developer agrees to explore for existing tile lines, and to cap or connect any tile lines to the City's storm sewer system as directed by the engineer of record for the Buck Moon Villas subdivision, and as approved by the City. The location and depth of the digging and the required action upon completion of the digging shall be subject to review and approval of the City Engineer. For any capping or connecting activities required under this section, standard plastic tile and connectors are acceptable materials.

E. Homeowners Association. The Developer agrees that a homeowners association, hereinafter referred to as "HOA," shall be created prior to approval of any final plats and subject to the following requirements.

1. The City shall have the opportunity to review and approve all documentation related to the initial formation and organization of the HOA, which shall then be recorded at the Developer's expense. The City shall thereafter be provided notices concerning any reorganization of the HOA, dissolution of the HOA, changes in membership in the HOA, or proposed changes in any duties or responsibilities of the HOA that directly affect the City.

2. Said HOA shall include as members the owners of all buildable lots within the underlying preliminary plat.

3. After the final plat is approved and recorded, the Developer shall transfer all outlots to the HOA.

4. The HOA shall own in perpetuity and be responsible for the maintenance of all outlots within the boundaries of the preliminary plat, including but not limited to stormwater management facilities and landscape buffers, consistent with all terms and conditions set out in this Agreement.

5. No signs may be erected or maintained on any outlot within the boundaries of the preliminary plat. The HOA shall promptly remove any signs placed on any outlot. The City is empowered to remove and dispose of any such signs, without prior notice or reimbursement.

6. The Developer acknowledges and agrees that the all lots within the jurisdiction of the HOA will be specifically benefited by the maintenance of all outlots, and the cost of such maintenance need not meet the requirements of notice, benefit or value as provided by the law of the State of Iowa for assessing such improvements and facilities, if necessary, in the event the City incurs costs due to the failure of the HOA or its members to maintain the outlots.

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

SECTION 4. PUBLIC UTILITIES.

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

SECTION 5. EROSION CONTROL AND GRADING.

A. Erosion Control. Before any grading or utility construction is commenced or building permits are issued, the Developer shall design and implement an erosion control plan which shall be reviewed and approved by the City. All areas disturbed by the excavation and backfilling operations shall be reseeded forthwith after the completion of the work in that area. All seeded areas shall be fertilized, mulched and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. If the Developer does

not comply with the erosion control plan or any supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion and assess the costs of such action to the Developer or to the property, or both. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. It is anticipated that all such areas shall be seeded with prairie grasses and/or other natural plantings so as to minimize the need for frequent mowing and other maintenance.

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

SECTION 6. PHASED DEVELOPMENT.

If the plat is a phase of a multi-phased preliminary plat, the City may refuse to approve final plats of subsequent phases if the Developer has breached this Agreement and the breach has not been remedied. Development of subsequent phases will not be allowed to proceed until Developer's Agreements for such phases are approved by the City.

SECTION 7. PUBLIC IMPROVEMENTS AND ASSESSMENT WAIVER.

A. If all the public improvements and facilities as provided in this agreement are not installed and accepted by the City prior to approval of the final plat, the Developer is required to either deposit in escrow or file a surety bond with the City in the amount equal to the estimated costs of the public improvements and facilities plus ten percent prior to the approval of the final plat, as set forth in Section 180.11(8)(A)(2) of the Code of Ordinances. In any event, no building permits will be issued until all the public improvements and facilities are constructed and accepted by the City.

B. In the event the Developer, its assigns or successors in interest, should sell or convey lots in said subdivision without having constructed the public improvements and facilities as provided in this Agreement or without the City having accepted all public improvements and facilities; or the Developer, its assigns or successors in interest in said subdivision, shall fail to construct sidewalks as set forth in Section 3(C)(4), the City shall have the right to install and construct said improvements, facilities and sidewalks. Unless City is fully reimbursed for these costs from the escrowed money or surety bond held by the City, the costs of said public improvements, facilities and sidewalks shall be a lien and charge against all of the lots adjacent to or in front of the improvements, facilities and sidewalks that are constructed

and any lots which may be assessed for public improvements, facilities and sidewalks under the provisions of Chapters 364 and 384 of the Iowa Code. It is further provided that this requirement to construct said public improvements, facilities and sidewalks is and shall remain a lien from the date of execution until properly released as hereinafter provided.

C. The Developer acknowledges and agrees that all lots of the subdivision are specifically benefited by the public improvements, facilities and sidewalks, and the cost of such public improvements, facilities and sidewalks need not meet the requirements of notice, benefit or value as provided by the law of the State of Iowa for assessing such improvements and facilities.

SECTION 8. ENGINEERING ADMINISTRATION AND CONSTRUCTION OBSERVATION.

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

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

SECTION 9. RELEASE.

The City agrees that when the public improvements, facilities and sidewalks required by Section 3 of this Agreement have been installed to the satisfaction of the City, it will promptly issue appropriate releases of various lots of the subdivision for recording in the Johnson County

Recorder's Office so that this Agreement, or applicable portions thereof, will no longer constitute a cloud on the title of the lots in said subdivision.

SECTION 10. DEVELOPER'S OBLIGATION AND DEFAULT.

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

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

SECTION 11. AUTHORIZATION TO ENTER PREMISES.

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

SECTION 12. FEES.

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

SECTION 13. TIME OF PERFORMANCE.

Developer shall install all required public improvements, except for sidewalk construction deferred in accordance with Section 3(C)(4), within two (2) years from the date of City approval of this Agreement. In the event that the Developer fails to install the required public improvements within the above-referenced time, authorization to proceed with the development shall cease, and the Developer shall be required to seek reauthorization and

approval of this development. Developer may, however, request an extension of time from the City. If an extension is granted, it may be conditioned upon updating any security posted by the Developer or requiring the Developer to provide security to reflect cost increases and extended completion date.

SECTION 14. MISCELLANEOUS.

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

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

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

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

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

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

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

H. No building or occupancy permits will be issued until all public improvements have been constructed in accordance with applicable standards and formally accepted by the

City. Notwithstanding the foregoing, the Developer may transfer the ownership of all outlots within the subdivision to a homeowners association, which shall assume the obligation to maintain and repair the stormwater detention facility and other infrastructure on said outlots located (*or other*) thereon, and Developer shall be released from any further liability or responsibility to repair or maintain the infrastructure on said outlots.

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

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

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

SECTION 15. NOTICES.

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

Buck Moon Villas, L.L.C.
2198 Hendershot Road NE
North Liberty, IA 52317

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

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

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

SECTION 16. SUCCESSORS AND ASSIGNS.

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

DATED this ___ day of _____, 2024.

CITY OF NORTH LIBERTY, IOWA

BUCK MOON VILLAS, L.L.C.

By: _____
Chris Hoffman, Mayor

By: [Signature]
Daniel R. Bernacki, Manager

ATTEST: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

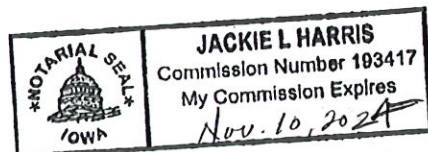
On this ___ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Chris Hoffman and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation; and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the ___ day of _____, 2024; and that Chris Hoffman and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this 7th day of June, 2024, by Daniel Bernacki as Manager of Buck Moon Villas, L.L.C., Developer.

[Signature]
Notary Public in and for the State of Iowa



BUCK MOON VILLAS

TO THE CITY OF NORTH LIBERTY, IA

BEING A REPLAT AUDITOR'S PARCEL #2017-092, BOOK 61 PAGE 196, BEING PART OF OUT LOT "A" IN SQUASH BEND FIRST ADDITION TO THE CITY OF NORTH LIBERTY AND AUDITOR'S PARCEL #2016089, BOOK 60 PAGE 335, BEING PART OF THE NORTH 20 RODS OF THE WEST 40 RODS OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 80 NORTH, RANGE 7 EAST OF THE 5TH P.M., JOHNSON COUNTY, IOWA.

Total Lots:
Single Family Lots: 2-57 Zoned RS-6
3-Plex Lots: 1, 58-65 (21 Units) Zoned RM-12

AREA OF SUBDIVISION:
GROSS: 25.84 ACRES ±
R.O.W.: 5.62 ACRES ±
LOT A EASEMENT DEDICATION: 0.11 ACRES ±
RS-6 LOTS 2-57: 12.77 ACRES ±
RM-12 LOTS 1, 58-65: 5.86 ACRES ±
OUTLOTS LOTS A & B: 1.48 ACRES ±

LOT A CONTAINS 0.11 ACRES ± AND IS TO BE DEDICATED TO THE CITY OF NORTH LIBERTY FOR PUBLIC RIGHT-OF-WAY FOR HIGHWAY 965/RANSHAW WAY.

LOT B CONTAINS 5.62 ACRES ± AND IS TO BE DEDICATED TO THE CITY OF NORTH LIBERTY FOR PUBLIC RIGHT-OF-WAY FOR EDWARDS DRIVE, WANDA DRIVE, LEGACY COURT AND MILLIE LANE.

NOTES:

MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

ALL PUBLIC UTILITIES SHALL BE LOCATED WITHIN EASEMENTS OR PUBLIC RIGHT-OF-WAY.

COMPARE THE DESCRIPTION OF THIS PLAT WITH THE DEED, ABSTRACT OR CERTIFICATE OF TITLE; ALSO COMPARE ALL POINTS BEFORE BUILDING BY SAME, AND AT ONCE REPORT ANY DIFFERENCE.

THIS SURVEY IS NOT VALID WITHOUT THE SURVEYOR'S SIGNATURE AND SEAL.

ALL IMPROVEMENTS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF NORTH LIBERTY STANDARD SPECIFICATIONS.

BLANKET UNDERGROUND EASEMENTS GRANTED FOR SEWER, WATER, GAS, ELECTRIC, TELEPHONE, AND CABLE T.V. SERVICES TO INDIVIDUAL STRUCTURES WITHIN THE LOT WHERE THE STRUCTURE IS LOCATED.

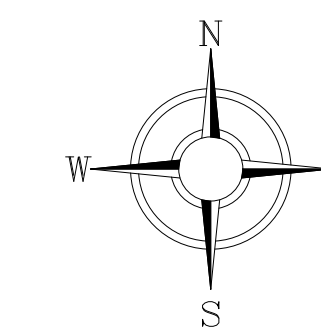
NO PORTION OF THE SUBDIVISION ARE LOCATED WITHIN THE FEMA DETERMINED SPECIAL FLOOD HAZARD AREA SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD AS SHOWN ON FLOOD INSURANCE RATE MAPS #19103C0065E, EFFECTIVE DATE FEBRUARY 16, 2007.

NOTES ON THIS PLAT ARE NOT INTENDED TO CREATE ANY VESTED PRIVATE INTEREST IN ANY STATED USE RESTRICTION OR COVENANT OR CREATE ANY THIRD PARTY BENEFICIARIES TO ANY NOTED USE RESTRICTION OR COVENANT.

A PORTION OF THE EXISTING 10' UTILITY EASEMENT SHOWN WITHIN OUTLOT 'A' OF THE THE SQUASH BEND FIRST ADDITION FINAL PLAT (BOOK 61 PAGE 156) IS TO BE VACATED WITH THIS PLAT.

THE PORTION OF THE EXISTING 10' UTILITY EASEMENT ALONG THE NORTH SUBDIVISION BOUNDARY IS TO REMAIN, AND RUN CONTIGUOUS WITH THE DEDICATED 10' UTILITY EASEMENT FROM WITHIN LOT 19 AND CONTINUING WEST ALONG THE NORTH SUBDIVISION BOUNDARY.

ACCESS RESTRICTIONS:
NO LOT SHALL HAVE DIRECT ACCESS TO DUBUQUE STREET OR RANSHAW WAY.
LOT 58 SHALL NOT HAVE DIRECT ACCESS TO EDWARDS DRIVE.
LOT 60 SHALL NOT HAVE DIRECT ACCESS TO LEGACY COURT.



GRAPHIC SCALE

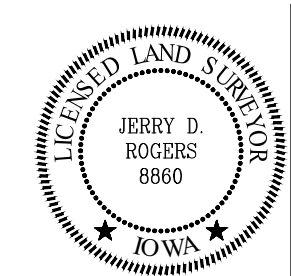


(IN FEET)
1" = 60' (24x36)

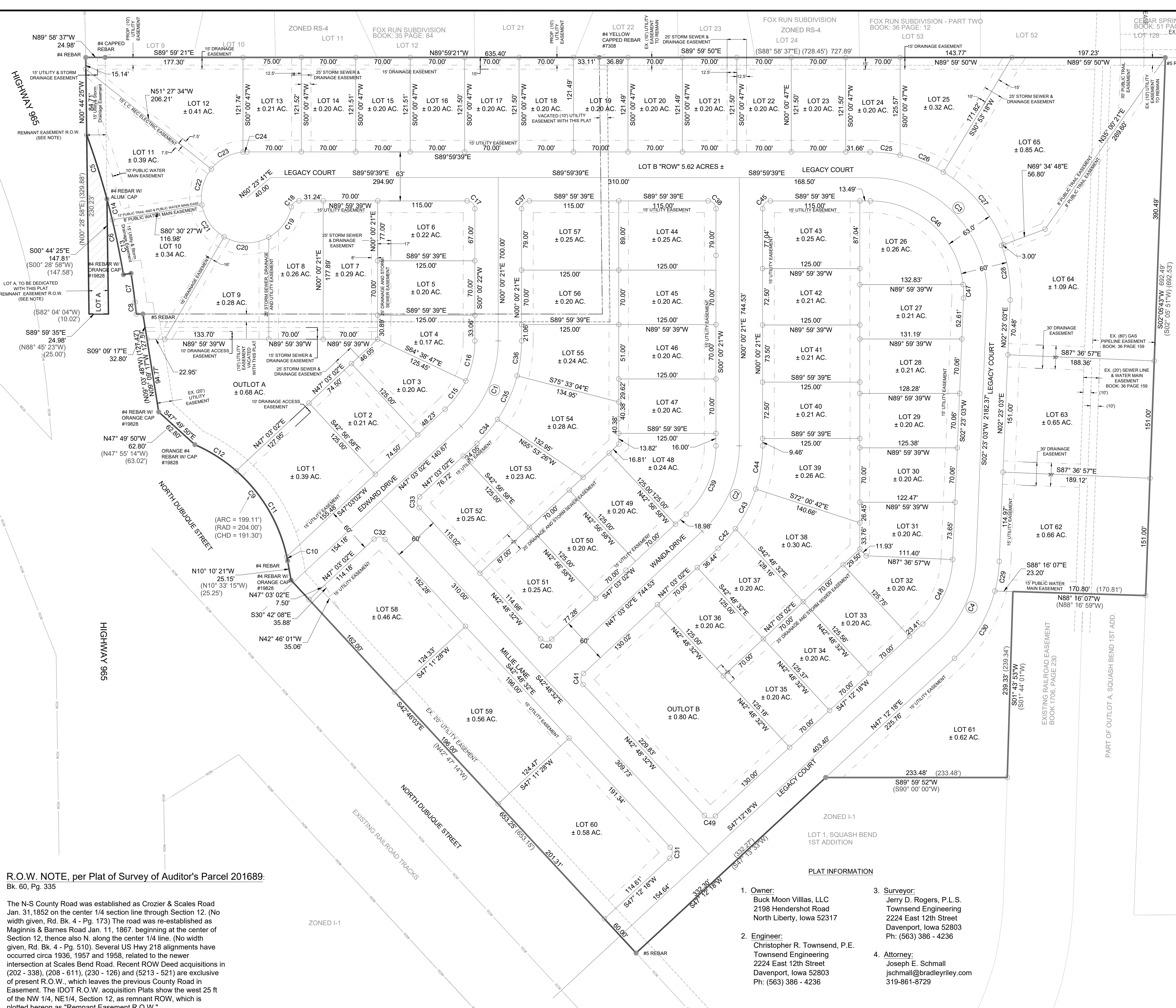
THE MEASURED BEARINGS SHOWN HEREON ARE BASED ON THE US STATE PLANE COORDINATE SYSTEM, IOWA SOUTH ZONE (1402) GEOID 12A, NAD 83 (2011) EPOCH 2010.00.

LEGEND:
DEED DIMENSION = (0.00')
FIELD DIMENSION = 0.00'
MONUMENTS FOUND:
AS NOTED = ●
MONUMENTS SET:
#5 REBAR W/ PINK CAP #8860 = ○
BOUNDARY LINE = ———
FENCE LINE = — · — · —
EASEMENT LINE = - - - - -
SETBACK LINE = - · - · -
SECTION LINE = = = = =

| | |
|---|------|
| PLAT / PLAN APPROVED BY: CITY OF NORTH LIBERTY | |
| CITY CLERK | DATE |
| MID AMERICAN ENERGY | DATE |
| MEDACOM | DATE |
| SOUTH SLOPE COOPERATIVE TELEPHONE | DATE |
| ALLIANT ENERGY | DATE |
| LINN COUNTY R.E.C | DATE |



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.
JERRY D. ROGERS
Iowa License Number: 8860
My license renewal date is December 31, 2023
Pages or sheets covered by this seal: 2



R.O.W. NOTE, per Plat of Survey of Auditor's Parcel 201689: Bk. 60, Pg. 335

The N-S County Road was established as Crozier & Scales Road Jan. 31, 1852 on the center 1/4 section line through Section 12. (No width given, Rd. Bk. 4 - Pg. 173) The road was re-established as Maginnis & Barnes Road Jan. 11, 1867, beginning at the center of Section 12, thence also N. along the center 1/4 line. (No width given, Rd. Bk. 4 - Pg. 510). Several US Hwy 218 alignments have occurred circa 1936, 1957 and 1958, related to the newer intersection at Scales Bend Road. Recent ROW Deed acquisitions in (202 - 338), (208 - 611), (230 - 126) and (5213 - 521) are exclusive of present R.O.W., which leaves the previous County Road in Easement. The IDOT R.O.W. acquisition Plats show the west 25 ft of the NW 1/4, NE 1/4, Section 12, as remnant ROW, which is plotted hereon as "Remnant Easement R.O.W."

- PLAT INFORMATION
- Owner: Buck Moon Villas, LLC
2198 Hendershot Road
North Liberty, Iowa 52317
 - Engineer: Christopher R. Townsend, P.E.
Townsend Engineering
2224 East 12th Street
Davenport, Iowa 52803
Ph: (563) 386 - 4236
 - Surveyor: Jerry D. Rogers, P.L.S.
Townsend Engineering
2224 East 12th Street
Davenport, Iowa 52803
Ph: (563) 386 - 4236
 - Attorney: Joseph E. Schmall
jschmall@bradleyriley.com
319-861-8729



DATE: 6/7/2024
563 386.4236 office 386.4231 fax
2224 East 12th Street, Davenport, IA 52803

DRAWN BY: KLC
CHECKED BY: JDR
DRAWING LOCATION
S:\CUMMINS\NORTH LIBERTY\DRAWINGS\SURVEY BUCK MOON VILLAS.DWG

| NO. | REVISIONS: DESCRIPTION | DATE |
|-----|------------------------|------|
| | | |
| | | |
| | | |

PROJECT: FINAL PLAT
BUCK MOON VILLAS
DUBUQUE STREET
NORTH LIBERTY, IOWA

OWNER: BUCK MOON VILLAS, LLC
2198 HENDERSHOT RD
NORTH LIBERTY, IA 52317

SHEET NO. 1 of 2

Resolution No. 2024-69

A RESOLUTION APPROVING THE DEVELOPER'S AGREEMENT FOR BUCK MOON VILLAS SUBDIVISION, NORTH LIBERTY, IOWA

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

WHEREAS, the terms and conditions for the development of Buck Moon Villas Subdivision have been set forth in an Agreement between the City of North Liberty and Buck Moon Villas, L.L.C., and

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

NOW, THEREFORE, BE IT RESOLVED that that the Development Agreement between the City of North Liberty and Buck Moon Villas, L.L.C. is approved for Buck Moon Villas Subdivision, North Liberty, Iowa

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

APPROVED AND ADOPTED this 11th day of June, 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

Ordinance No. 2024-04

AN ORDINANCE AMENDING THE ZONING MAP DISTRICT DESIGNATION FOR CERTAIN PROPERTY LOCATED IN NORTH LIBERTY, IOWA FROM RS-6 SINGLE-UNIT RESIDENCE DISTRICT TO RM-12 MULTI-UNIT RESIDENCE DISTRICT

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

SECTION 1. AMENDMENT. The Official Zoning Map incorporated in Chapter 168.01(2) of the North Liberty Code of Ordinances is hereby amended by designating the zoning district for .39 acres, more or less, and .62 acres, more or less, as RM-12 Multi-Unit Residence District for property particularly described as follows:

Part of Auditor's Parcel #2017-092, being part of Outlot "A" in Squash Bend First Addition to the City of North Liberty in the Northeast Quarter of Section 12, Township 80 North, Range 7 East of the 5th P.M., Johnson County, Iowa, more particularly described as follows: Beginning at the northeast corner of Lot 1 of Squash Bend First Addition; thence south 89° 59' 52" west along the north line of said Lot 1, a distance of 233.48 feet; thence north 47° 12' 18" east, a distance of 225.76 feet; thence 102.27 feet along a 180.00 foot radius curve, concave southeasterly and having a chord that bears north 30° 55' 42" east, a distance of 100.90 feet; thence south 88° 16' 07" east, a distance of 23.20 feet to the west line of a railroad easement; thence south 01° 43' 53" west along said west line, a distance of 239.33 feet to the point of beginning, containing 0.62 acres or 27,105 square feet more or less and subject to easements and restrictions of record. To be known as lot 61 in Buck Moon Villas in the City of North Liberty, Johnson County, Iowa.

And

Part of Auditor's Parcel #2017-092, being part of Out Lot "A" in Squash Bend First Addition to the City of North Liberty in the Northeast Quarter of Section 12, Township 80 North, Range 7 East of the 5th P.M., Johnson County, Iowa, more particularly described as follows: Commencing at the most southerly corner of Outlot "A" of Squash Bend First Addition; thence north 42° 46' 03" east along the northeasterly right of way line of North Dubuque Street, a distance of 653.25 feet; thence north 10° 10' 21" west along said westerly line, a distance of 25.15 feet; thence 5.76 feet along a 204.00 foot radius curve, concave easterly, having a chord that bears north 11° 26' 00" west, a distance of 5.76 feet to the point of beginning; thence continuing 130.20 feet along said curve to a point having a chord bearing of north 30° 31' 32" west, a distance of 128.00 feet from the point of beginning; thence north 47° 03' 02" east, a distance of 127.95 feet; thence south 42° 56' 58" east, a distance of 125.00 feet; thence south 47° 03' 02" west, a distance of 155.48 feet to the point of beginning, containing 0.39 acres or 16,831 square feet, more or less and subject to easements and restrictions of record, to be known as Lot 1 in Buck Moon Villas in the City of North Liberty, Johnson County, Iowa.

SECTION 2. CONDITIONS IMPOSED. At the May 7, 2024, meeting the Planning Commission accepted the listed finding and forwarded the request for a zoning map amendment to the City Council with a recommendation for approval with no conditions.

SECTION 3. ZONING MAP. It is hereby authorized and directed that the Zoning Map of the City of North Liberty, Iowa, be changed to conform to this amendment upon final passage, approval and publication of this ordinance as provided by law.

SECTION 4. RECORDATION. The City Clerk is hereby authorized and directed to record this ordinance at the Johnson County Recorder's office upon final passage and approval.

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

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

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

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

First reading on May 28, 2024.

Second reading on _____.

Third and final reading on _____.

CITY OF NORTH LIBERTY:

CHRIS HOFFMAN, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. 2024-04 in *The Gazette* on the ____ of _____, _____.

TRACEY MULCAHEY, CITY CLERK



Primestone Residential Rezoning

Ordinance No. 2024-05

AN ORDINANCE AMENDING THE ZONING MAP DISTRICT DESIGNATION FOR CERTAIN PROPERTY LOCATED IN NORTH LIBERTY, IOWA FROM ID INTERIM DEVELOPMENT DISTRICT TO C-2 HIGHWAY COMMERCIAL DISTRICT, RM-12 MULTI-UNIT RESIDENCE, RM-8 MULTI-UNIT RESIDENCE DISTRICT AND RS-6 SINGLE-UNIT RESIDENCE DISTRICT

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

SECTION 1. AMENDMENT. The Official Zoning Map incorporated in Chapter 168.01(2) of the North Liberty Code of Ordinances is hereby amended the zoning as follows:

1. C-2 Highway Commercial District on 7.65 acres, more or less, on property more particularly described as follows: a part of the south 45 acres of the east half of the Northwest Quarter of Section 23, Township 80 North, Range 7 West of the 5th P.M., in the City of North Liberty, Johnson County, Iowa and being more particularly described as follows: commencing at the southwest corner of the Southeast Quarter of said Northwest Quarter; thence north 00°27'45" east along the west line of the east half of said Northwest Quarter, 60.00 feet to a point on the northerly right of way line of Forevergreen Road, also being the point of beginning; thence continuing along the west line of the east half of said Northwest Quarter, north 00°27'45" east, 242.22 feet; thence north 90°00'00" east, 482.10 feet; thence south 00°00'00" west, 244.63 feet to the northerly right of way line of Forevergreen Road; thence north 89°42'50" west along said right of way line, 484.07 feet to the point of beginning; described area contains 117,595 square feet and is subject to all easements and restrictions of record.

And

A part of the south 45 acres of the east half of the Northwest Quarter of section 23, township 80 north, range 7 west of the 5th p.m., in the City of North Liberty, Johnson County, Iowa and being more particularly described as follows: commencing at the center of said Section 23; thence north 00°30'16" east along the east line of said Northwest Quarter, 40.04 feet to a point on the northerly right of way line of Forevergreen Road, also being the point of beginning; thence continuing along the east line of said Northwest Quarter, north 00°30'16" east, 269.59 feet; thence north 90°00'00" west, 849.46 feet; thence south 00°00'00" west, 244.63 feet to the northerly right of way line of Forevergreen Road; thence south 89°42'50" east along said right of way line, 234.68 feet; thence south 87°46'36" east along said right of way line, 612.87 feet to the point of beginning; described area contains 215,681 square feet and is subject to all easements and restrictions of record.

2. RM-12 Multi-Unit Residence District on 17.01 acres, more or less, on property more particularly described as follows:

Commencing at the southwest corner of the Southeast Quarter of said Northwest Quarter; thence north 00°27'45" east along the west line of the east half of said Northwest Quarter, 302.22 feet to the point of beginning; thence continuing along the west line of the east half of said Northwest Quarter, north 00°27'45" east, 922.34 feet; thence south 90°00'00" east, 50.00 feet; thence northeasterly 176.72 feet along a curve concave northerly, with a radius of 300.00 feet and a chord of 174.17 feet bearing north 73°07'30" east; thence northeasterly 178.03 feet along a curve concave southerly, with a radius of 300.00 feet and a chord of 175.43 feet bearing north 73°15'01" east; thence south 89°44'59" east, 536.84 feet; thence southeasterly 184.38 feet along a curve concave southerly, with a radius of 500.00 feet and a chord of 183.33 feet bearing south 79°11'08" east; thence south 68°37'18" east, 35.00 feet; thence southwesterly 234.42 feet along a curve concave westerly, with a radius of 500.00 feet and a chord of 232.28 feet bearing south 34°51'37" west; thence south 48°17'30" west, 481.41 feet; thence southwesterly 421.44 feet along a curve concave easterly, with a radius of 500.00 feet and a chord of 409.07 feet bearing south 24°08'48" west; thence south 00°00'00" west, 89.74 feet; thence north 90°00'00" west, 482.10 feet to the point of beginning; described area contains 740,949 square feet and is subject to all easements and restrictions of record.

3. RM-8 Multi-Unit Residence District on 9.18 acres, more or less, on property more particularly described as follows:

A part of the south 45 acres of the east half of the northwest quarter of section 23, township 80 north, range 7 west of the 5th p.m., in the city of North Liberty, Johnson County, Iowa and being more particularly described as follows:

Commencing at the center of said Section 23; thence north 00°30'16" east along the east line of said Northwest Quarter, 309.64 feet; thence north 90°00'00" west, 171.62 feet to the point of beginning; thence north 00°00'00" east, 316.81 feet; thence north 11°19'12" east, 52.34 feet; thence northeasterly 98.79 feet along a curve concave westerly, with a radius of 500.00 feet and a chord of 98.62 feet bearing north 05°39'36" east; thence north 00°00'00" east, 69.07 feet; thence northwesterly 236.65 feet along a curve concave westerly, with a radius of 300.00 feet and a chord of 230.56 feet bearing north 22°35'54" west; thence north 45°11'48" west, 82.38 feet; thence southwesterly 33.24 feet along a curve concave northerly, with a radius of 500.00 feet and a chord of 33.24 feet bearing south 46°23'14" west; thence south 48°17'30" west, 481.41 feet; thence southwesterly 421.44 feet along a curve concave easterly, with a radius of 500.00 feet and a chord of 409.07 feet bearing south 24°08'48" west; thence south 00°00'00" west, 89.74 feet; thence north 90°00'00" east, 677.84 feet to the point of beginning; described area contains 399,812 square feet and is subject to all easements and restrictions of record.

4. RS-6 Single-Unit Residence District on 9.9 acres, more or less, on property more particularly described as follows:

A part of the south 45 acres of the east half of the Northwest Quarter of section 23, township 80 north, range 7 west of the 5th p.m., in the city of North Liberty, Johnson County, Iowa and being more particularly described as follows:

Commencing at the southwest corner of the Southeast Quarter of said Northwest Quarter; thence north 00°27'45" east along the west line of the east half of said Northwest Quarter, 1224.56 feet to the point of beginning; thence continuing along the west line of the east half of said Northwest Quarter, north 00°27'45" east, 263.13 feet; thence south 89°32'55" east, 1166.94 feet; thence south 00°45'57" west, 26.33 feet; thence southerly 180.32 feet along a curve concave westerly, with a radius of 500.00 feet and a chord of 179.34 feet bearing south 11°05'51" west; thence north 68°37'18" west, 35.00 feet; thence northwesterly 184.38 feet along a curve concave southerly, with a radius of 500.00 feet and a chord of 183.33 feet bearing north 79°11'08" west; thence north 89°44'59" west, 536.84 feet; thence southwesterly 178.03 feet along a curve concave southerly, with a radius of 300.00 feet and a chord of 175.43 feet bearing south 73°15'01" west; thence southwesterly 176.72 feet along a curve concave northerly, with a radius of 300.00 feet and a chord of 174.17 feet bearing south 73°07'30" west; thence north 90°00'00" west, 50.00 feet to the point of beginning; described area contains 209,763 square feet and is subject to all easements and restrictions of record.

And

A part of the south 45 acres of the east half of the northwest quarter of Section 23, Township 80 North, Range 7 West of the 5th P.M., in the City of North Liberty, Johnson County, Iowa and being more particularly described as follows:

Commencing at the center of said Section 23; thence north 00°30'16" east along the east line of said Northwest Quarter, 309.64 feet to the point of beginning; thence continuing along the east line of said Northwest Quarter north 00°30'16" east, 921.85 feet; thence north 89°29'44" west, 2.18 feet; thence northwesterly 124.25 feet along a curve concave northerly, with a radius of 333.00 feet and a chord of 123.53 feet bearing north 79°18'39" west; thence north 68°37'18" west, 80.02 feet; thence southwesterly 201.18 feet along a curve concave westerly, with a radius of 500.00 feet and a chord of 199.82 feet bearing south 32°57'21" west; thence south 45°11'48" east, 82.38 feet; thence southeasterly 236.65 feet along a curve concave westerly, with a radius of 300.00 feet and a chord of 230.56 feet bearing south 22°35'54" east; thence south 00°00'00" west, 69.07 feet; thence southwesterly 98.79 feet along a curve concave westerly, with a radius of 500.00 feet and a chord of 98.62 feet bearing south 05°39'36" west; thence south 11°19'12" west, 52.34 feet; thence south 00°00'00" east, 316.81 feet; thence south 90°00'00" east, 171.62 feet to the point of beginning; described area contains 179,531 square feet and is subject to all easements and restrictions of record.

And

A part of the south 45 acres of the east half of the Northwest Quarter of Section 23, Township 80 North, Range 7 West of the 5th p.m., in the City North Liberty, Johnson County, Iowa and being more particularly described as follows:

Commencing at the center of said Section 23; thence north 00°30'16" east along the east line of said Northwest Quarter, 1231.49 feet to the point of beginning; thence north 89°29'44" west, 2.18 feet; thence northwesterly 124.25 feet along a curve concave northerly, with a radius of 333.00 feet and a chord of 123.53 feet bearing north 79°18'39" west; thence north 68°37'18" west, 80.02 feet; thence northeasterly 180.32 feet along a curve concave westerly, with a radius of 500.00 feet and a chord of 179.34 feet bearing

north 11°05'51" east; thence north 00°45'57" east, 26.33 feet; thence south 89°32'55" east, 165.44' to the east line of said Northwest Quarter; thence south 00°30'16" west along said east line, 253.12 feet to the point of beginning; described area contains 41,938 square feet and is subject to all easements and restrictions of record.

SECTION 2. CONDITIONS IMPOSED. At the May 7, 2024, meeting the Planning Commission accepted the listed finding and forwarded the request for a zoning map amendment to the City Council with a recommendation for approval with no conditions.

SECTION 3. ZONING MAP. It is hereby authorized and directed that the Zoning Map of the City of North Liberty, Iowa, be changed to conform to this amendment upon final passage, approval and publication of this ordinance as provided by law.

SECTION 4. RECORDATION. The City Clerk is hereby authorized and directed to record this ordinance at the Johnson County Recorder's office upon final passage and approval.

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

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

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

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

First reading on May 28, 2024.

Second reading on _____.

Third and final reading on _____.

CITY OF NORTH LIBERTY:

CHRIS HOFFMAN, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

I certify that the forgoing was published as Ordinance No. 2024-05 in *The Gazette* on the ____ of _____, _____.

TRACEY MULCAHEY, CITY CLERK



Additional Information



To **Mayor and City Council**
CC **City Administrator**
From **Tom Palmer, Building Official**
Date **6/4/2024**
Re **Monthly Report**

May Permits:

125 permits were issued in the month of May with an estimated construction value of 6.9 million dollars. Ten applications were submitted for new homes with an estimated construction value of 5.6 million dollars. Staff completed 335 inspections in the month of May.

Rental/Code Compliance Cases:

Fourteen rental permit applications were received in May. Eleven code compliance cases were processed in May.

The Palestra Project:



The owner of The Palestra project requested a temporary certificate of occupancy to begin operation in June. Building and fire department inspection staff have been working with the contractors to verify life safety items are working properly. The owner will need to complete exterior items to obtain final certificate.

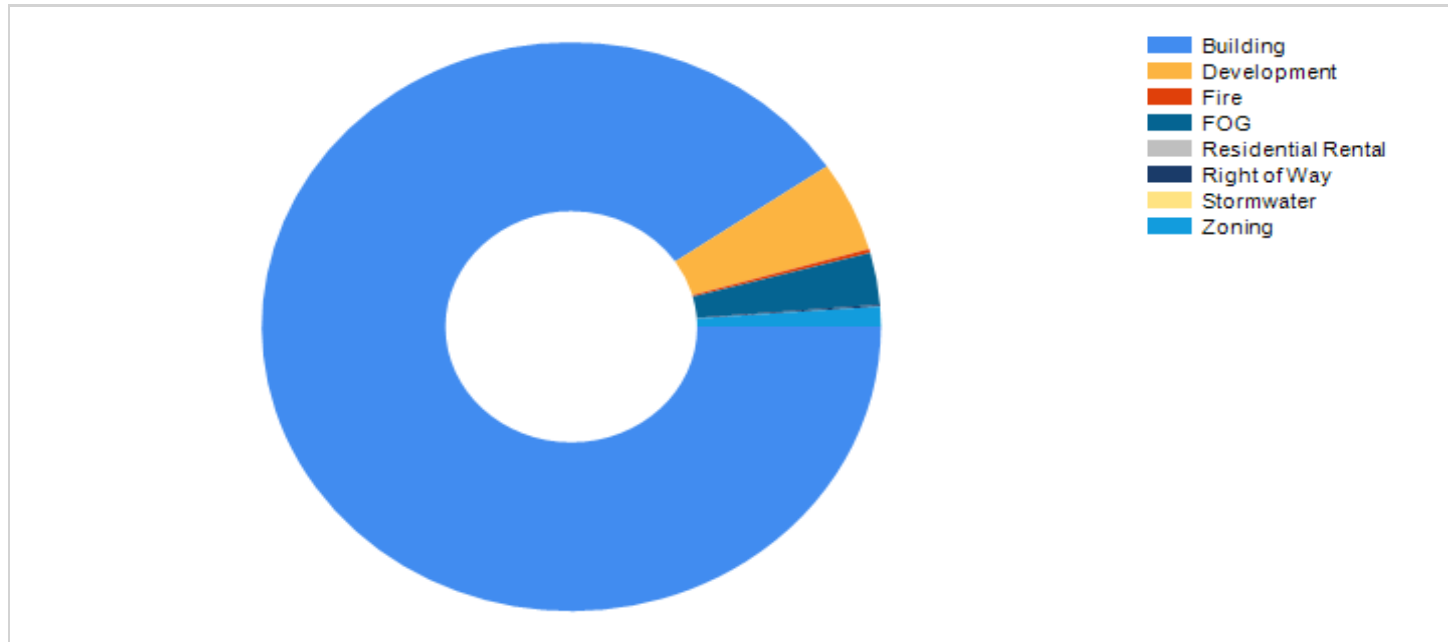
Permit Type Report

Permit Date

05/01/2024 to 05/31/2024

| Description | Construction Value | Fees | Permits |
|--------------------|-----------------------|--------------------|------------|
| Building | \$6,174,300.21 | \$47,098.05 | 49 |
| Development | \$350,000.00 | \$25.00 | 1 |
| Fire | \$15,680.00 | \$1,003.00 | 7 |
| FOG | \$200,050.00 | \$0.00 | 12 |
| Residential Rental | \$0.00 | \$1,282.00 | 14 |
| Right of Way | \$8,000.00 | \$23.50 | 1 |
| Stormwater | \$0.00 | \$0.00 | 6 |
| Zoning | \$77,392.32 | \$775.00 | 35 |
| Total | \$6,825,422.53 | \$50,206.55 | 125 |

Construction Value Breakdown





Permit Summary Report Inspection Type

Inspection Date 01/01/2024 TO 12/31/2024

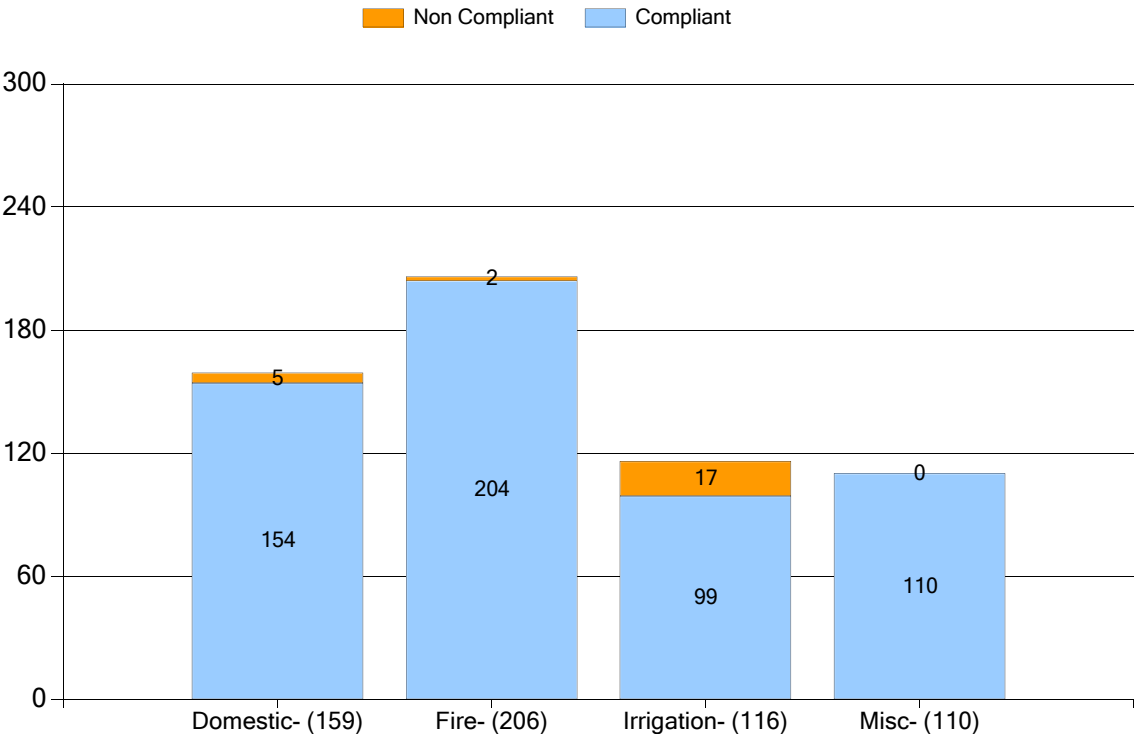
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Row | Total |
|---|------------|------------|------------|------------|------------|----------|----------|----------|----------|----------|----------|----------|-----|-------------|
| Inspection request | 20 | 65 | 22 | 39 | 27 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 173 |
| Re-inspection | 35 | 20 | 38 | 50 | 66 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 209 |
| 1st SWPPP | 3 | 6 | 6 | 8 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 31 |
| Above Suspended Ceiling | 1 | 0 | 2 | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 6 |
| Backflow Preventer | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 2 |
| Building Sewer | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 2 |
| Commercial Final | 2 | 4 | 0 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 9 |
| Commercial Rough-In | 1 | 3 | 1 | 2 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 10 |
| Commercial Water Service | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 2 |
| Deck, Porch, Sunroom Footings | 3 | 15 | 10 | 12 | 11 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 51 |
| Final | 10 | 10 | 8 | 16 | 17 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 61 |
| Fire - Automatic Sprinkler System | 1 | 5 | 5 | 3 | 7 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 21 |
| Fire - Automatic Sprinkler System - Preconcealment | 3 | 0 | 1 | 4 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 9 |
| Fire - Final Inspection | 1 | 0 | 1 | 8 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 18 |
| Fire - Fire Alarm Installation | 1 | 0 | 0 | 3 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 5 |
| Fire - Fire Alarm Installation (Rough-In) | 3 | 0 | 1 | 4 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 9 |
| Fire - Kitchen Hood Suppression System Installation | 0 | 0 | 1 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 4 |
| Fire - Mobile Food Unit | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 2 |
| Footings/Slabs | 5 | 11 | 8 | 12 | 10 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 46 |
| Foundation Dampproofing | 3 | 10 | 8 | 9 | 7 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 37 |
| Foundation Wall | 5 | 12 | 8 | 10 | 10 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 45 |
| Framing | 0 | 1 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 3 |
| Furnace/AC Replacement | 0 | 0 | 7 | 2 | 9 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 18 |
| Gas service release | 9 | 17 | 12 | 17 | 10 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 65 |
| Grading | 3 | 10 | 6 | 10 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 37 |
| Meeting | 1 | 0 | 2 | 3 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 8 |
| Notice of Termination CSR | 2 | 7 | 9 | 9 | 7 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 34 |
| NPDES Quarterly Erosion Control Inspection | 0 | 0 | 17 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 17 |
| Other | 1 | 0 | 2 | 6 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 11 |
| Permanent Electric Service Release | 7 | 16 | 13 | 18 | 13 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 67 |
| Plumbing below slab | 4 | 11 | 14 | 9 | 9 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 47 |
| Pool Final (residential) | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 2 |
| Rental | 5 | 26 | 2 | 2 | 7 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 42 |
| Residential final (New Construction) | 7 | 17 | 12 | 16 | 9 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 61 |
| Residential Photovoltaic (PV) Solar System | 2 | 0 | 2 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 7 |
| Residential Rough-in (New Construction) | 6 | 15 | 12 | 17 | 10 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 60 |
| Residential Sewer Service | 6 | 15 | 10 | 17 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 56 |
| Residential Water Service | 6 | 13 | 18 | 14 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 59 |
| Rough-in | 6 | 3 | 4 | 8 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 23 |
| Sanitary Sewers | 1 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 5 |
| Sidewalk Release | 3 | 9 | 10 | 9 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 37 |
| Sump Pump Discharge Line | 0 | 6 | 10 | 7 | 12 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 35 |
| Temporary Electric Service | 2 | 10 | 9 | 12 | 10 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 43 |
| Water Heater | 0 | 1 | 3 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 7 |
| Water Main and Appurtenance | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 2 |
| Witness air pressure test and piping inspection | 9 | 23 | 14 | 19 | 11 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 76 |
| Totals: | 180 | 365 | 310 | 384 | 335 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 1574 |

Code Compliance Report

05/01/2024 - 05/31/2024

| Case Date | Case # | Complaint | Reporting Code |
|-----------|----------|-----------------------------|----------------|
| 5/1/2024 | 20240040 | Uncut yard. | Nuisance |
| 5/1/2024 | 20240041 | Uncut yard | Nuisance |
| 5/2/2024 | 20240042 | Uncut yard. | Nuisance |
| 5/2/2024 | 20240043 | Uncut yard. | Nuisance |
| 5/8/2024 | 20240044 | Junk Vehicle | City Code |
| 5/9/2024 | 20240045 | uncut yard | Nuisance |
| 5/13/2024 | 20240047 | Past due backflow tests | City Code |
| 5/15/2024 | 20240048 | Construction without permit | Building Code |
| 5/20/2024 | 20240049 | Past due backflow tests | City Code |
| 5/21/2024 | 20240050 | Past due backflow tests | City Code |
| 5/21/2024 | 20240051 | Past due backflow tests | City Code |
| | | | |

Breakdown of Backflow Preventer Compliance



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



To **Mayor and City Council**
CC **City Administrator Ryan Heiar**
From **Community Relations Director Nick Bergus**
Date **June 3, 2024**
Re **May 2024 Community Relations Staff Report**

City Hall

We hosted a successful ribbon cutting on May 14 and are finding our way around the new Council Chambers. Meanwhile, the team has settled into the new office and spent time in May taking apart and moving equipment for the previous City Council chambers, which will be used for live productions that we occasionally have in the community. Our old office has been refurbished with new carpet and paint and is now home to some Recreation staff, meanwhile members of the Community Relations team will use an office off the Community Center lobby as a homebase in that facility.

Building North Liberty's Next Stage

The project was awarded in May with a contract about \$1 million below the engineer's estimate, which is exciting, and is expected to break ground in July after Blues & BBQ. We continue to work on some additional fundraising opportunities as we move towards that milestone. Meanwhile, Angela and Jillian prepared for rentals by diligently setting proposed rental rates that made sense and we in line with our goals for the facility. The team continues to finalize an alcohol policy for the event spaces.

City Slate

April's City Slate had three events: the Playground Crawl (May 11), Remarkable Rigs (May 18) and Summer Reading Program Kick-Off Party (May 22), with each having strong turnouts, including 1,500 to Remarkable Rigs at Centennial Park. The team also for summer events including, Let Love Fly (June 8), Camp North Liberty (June 21), Splash Bash (June 23), the Ranshaw House Concert Series (Fridays in June and July) and a Street Dance (Aug. 17). Details about events on the Slate can be found at northlibertyiowa.org/cityslate.

Blues & BBQ

We continued planning for the 16th event coming in July with volunteer recruitment, marketing and other prep and logistics. At this point, it feels like a well-oiled machine, but we will certainly have to make adjustments in 2026 following the completion of the Centennial Center (we will take a year off in 2025 due to construction). The event is scheduled for Saturday, May 13, and details are at northlibertyblues.org.

Youth Council

The group is winding down with the school year, though applications for the fall are open with the hope that we garner interest before the summer (we'll continue to accept applications through the summer and into the fall).

Other Items

Staff volunteered with the Englert Theatre, Bike Iowa City, North Liberty Community Pantry, 100+ Women Who Care, Johnson County Successful Aging Policy Board, North Liberty Community Pantry capital campaign and worked with other local initiatives and non-profits.

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.

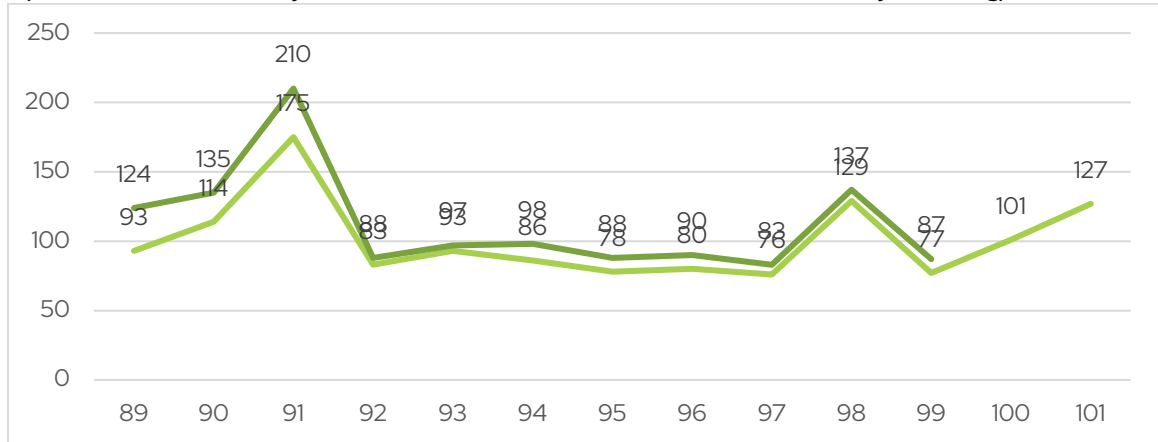
We posted news releases about City Slate events, road projects, Blues & BBQ's headliner and music, utility billing, Youth Council activities and more.

Completed Videos

| Title | Requested By | Completed | Duration |
|--|---|-----------|----------|
| Parks & Recreation Commission | Administration | May 2 | 0:39 |
| Planning & Zoning Commission | Administration | May 7 | 0:07 |
| City Council | Administration | May 14 | 0:30 |
| Blues & BBQ ad | Community Relations | May 13 | 0:01 |
| Library Board of Trustees | Administration | May 20 | 0:55 |
| Promo: Summer Reading | Library | May 22 | 0:02 |
| City Council | Administration | May 28 | 1:22 |
| MPOJC | Administration | May 29 | 0:51 |
| Total completed productions: 8 | Duration of new video: 4.5 hours | | |

52317 Podcast

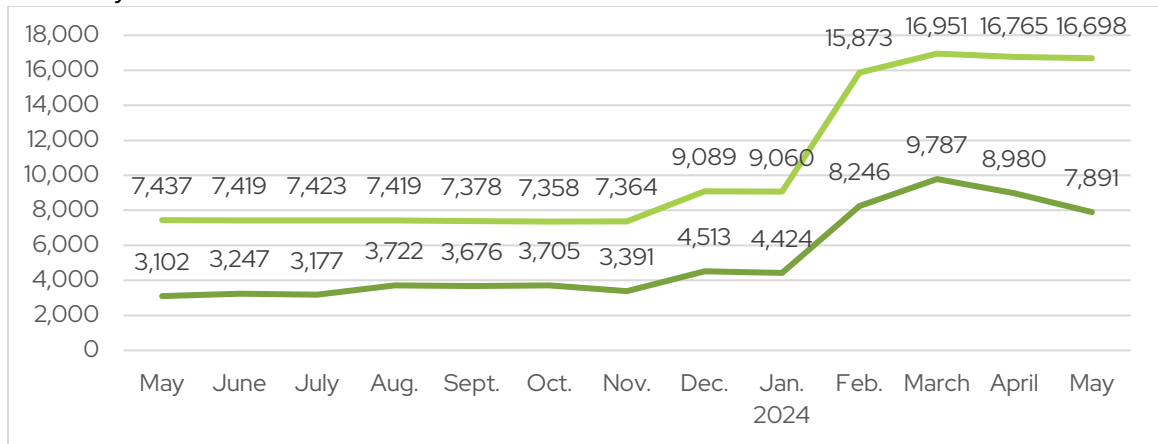
Episodes release every three weeks and can be found at northlibertyiowa.org/52317.



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

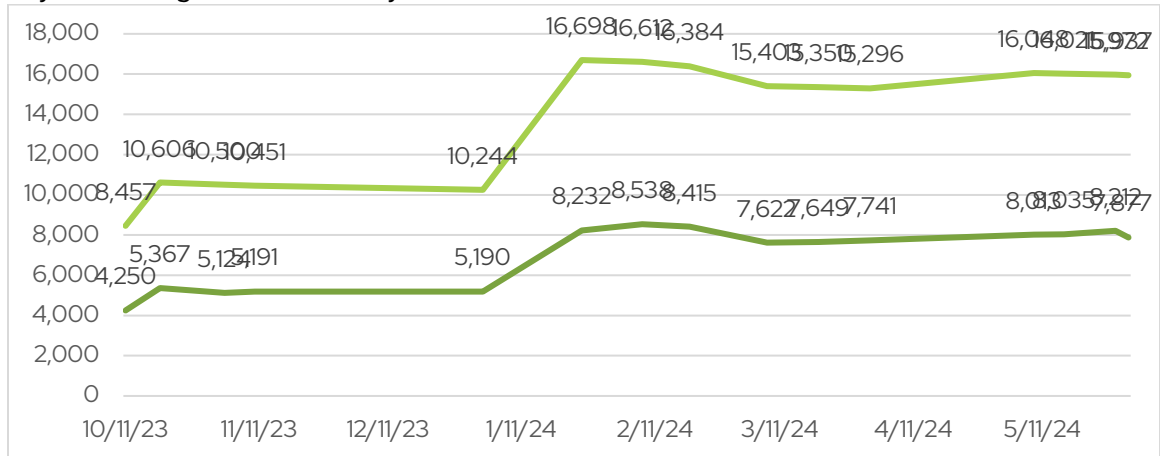
These emails offer news and updates in a friendly, approachable way on the first Thursday of each month.



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 |
| May | 125 | 74,483 | 3,394 | 6,708 |
| April | 89 | 84,900 | 3,368 | 6,665 |
| March | 130 | 56,333 | 3,341 | 6,579 |
| Feb | 102 | 72,100 | 3,313 | 6,498 |
| Jan 2024 | 107 | 46,047 | 3,273 | 6,413 |
| 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 |

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



TO: Ryan Heiar, City Administrator, and City Council
FROM: Jennie Garner, Library Director
DATE: June 4, 2024
SUBJECT: Monthly Library Report

Library News

Summer reading (SRP) is upon us, and the library staff is in high gear. The library is buzzing with activity and promises only to get even more busy with ICCSD schools finishing up for the year. The program is open to all ages and this year's theme is Read. Return. Repeat. The first giveaway for participants is a reusable water bottle. As they work through activities and reading, participants get stickers for their bottle and additional prizes throughout summer along with tickets for larger prize drawings.

Over 400 people enjoyed the bouncy house, inflatable slide, foam pit, and games at the SRP kickoff party.

This year, people start the program off by pickup a reusable water bottle in keeping with the theme



The new book bike art is installed and it looks fantastic! People have been so excited seeing it out in the community. Grateful to the Friends of the Library for funding the artwork by PIP.

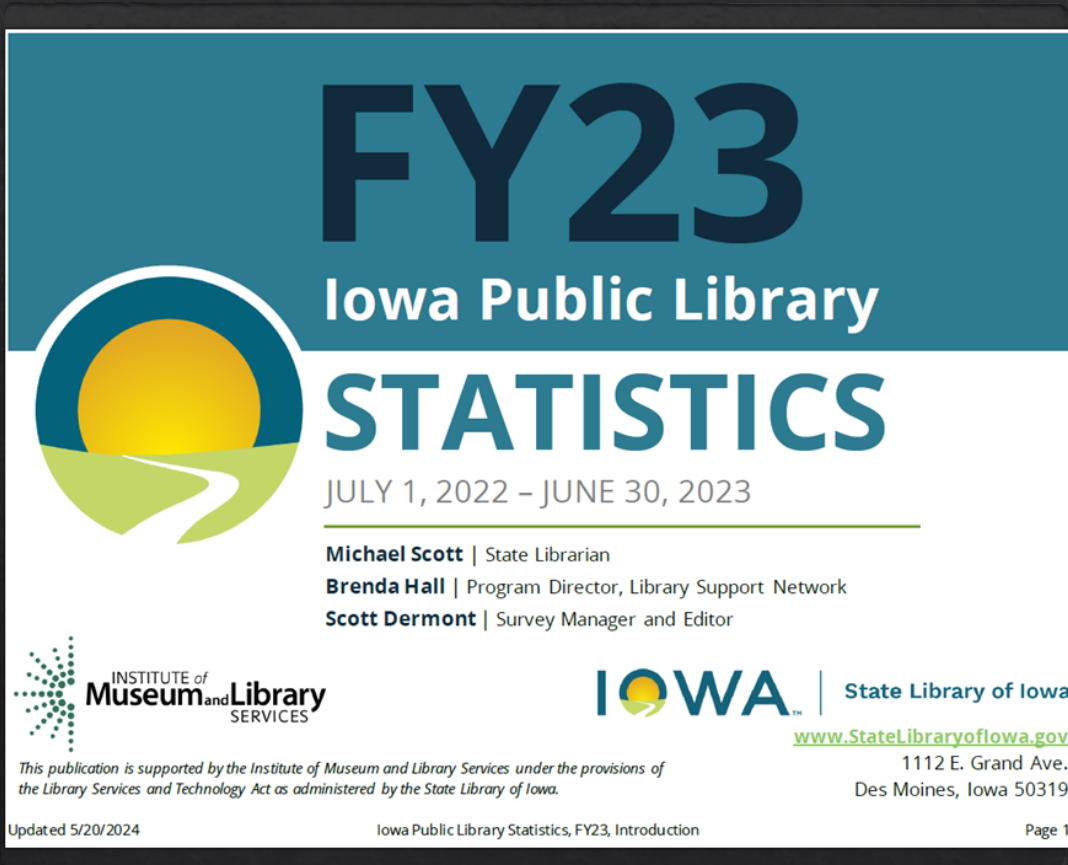


The State Library of Iowa recently published its Big Book of Library Statistics for FY23. Included in this report (beginning on page 3) are some interesting graphs and charts put together by our Collection Development Librarian, Andrew, showing some comparisons between North Liberty Library and similarly sized Iowa libraries. We are very proud of our programming and services and appreciate the support we receive from the community. You can see that programming for children and families is very strong and certainly driven, in large part, by our demographics.

North Liberty Library Collection and Program Statistics

by Andrew Frisbie, Collection Development Librarian

Where these numbers come from



FY23
Iowa Public Library
STATISTICS
JULY 1, 2022 - JUNE 30, 2023

Michael Scott | State Librarian
Brenda Hall | Program Director, Library Support Network
Scott Dermont | Survey Manager and Editor

INSTITUTE of
Museum and Library
SERVICES

IOWA | State Library of Iowa
www.StateLibraryofIowa.gov
1112 E. Grand Ave.
Des Moines, Iowa 50319

This publication is supported by the Institute of Museum and Library Services under the provisions of the Library Services and Technology Act as administered by the State Library of Iowa.

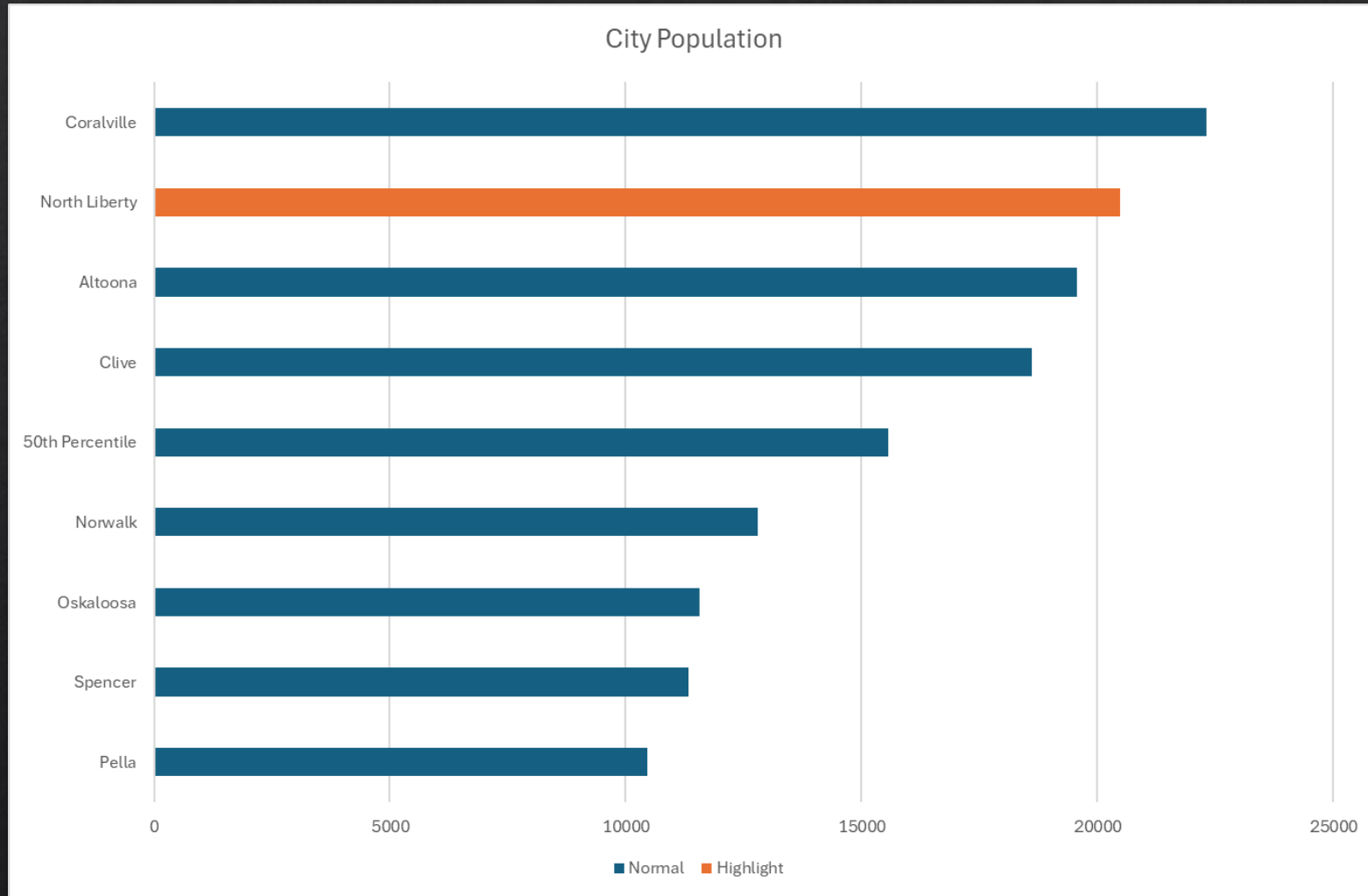
Updated 5/20/2024 Iowa Public Library Statistics, FY23, Introduction Page 1

- ◆ Data comes from the State Library's annual survey of library activity covering July 1, 2022 through June 30, 2023.
- ◆ I also used the report from the last fiscal year, covering July 1, 2021 through June 30, 2022, for comparison.
- ◆ Previous years will still be impacted by pandemic related closures and circulation that is not indicative of regular trends, so I did not go further back, but will continue to build on these charts moving forward.

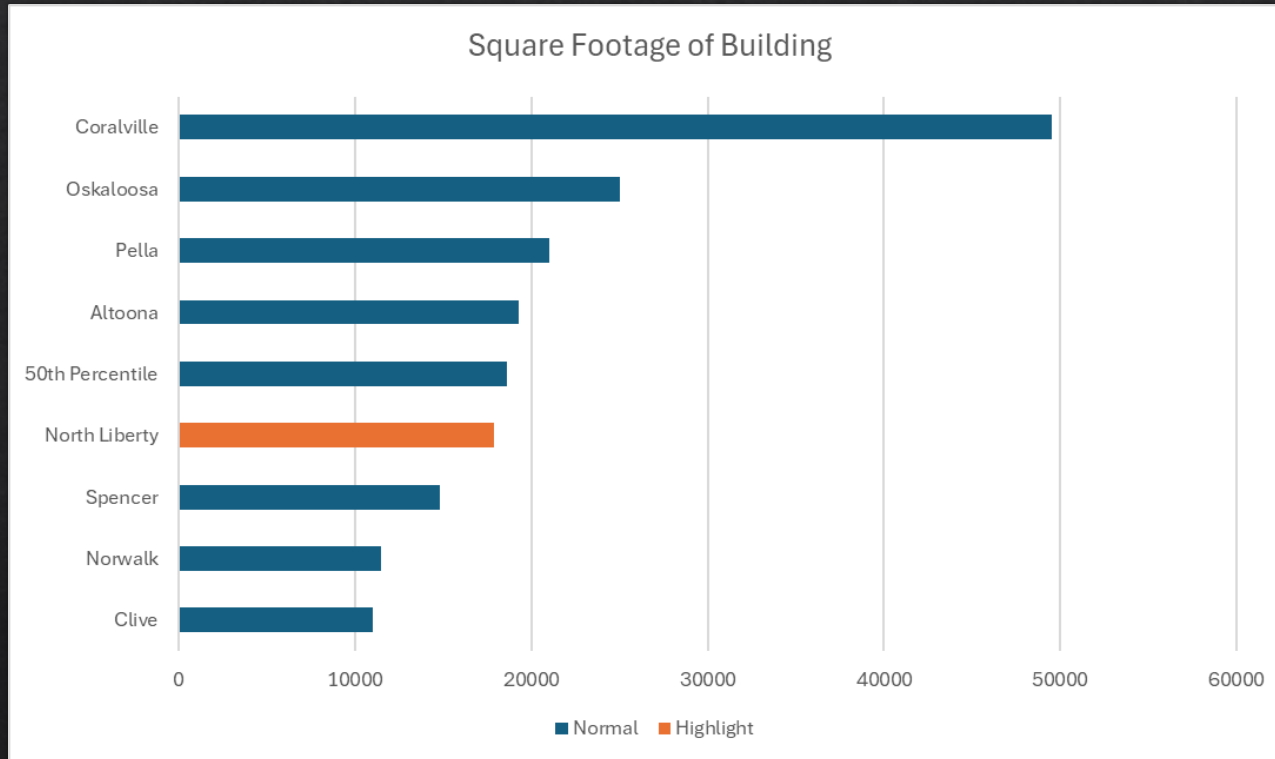
What is being compared

- ◇ I am comparing the North Liberty Library's circulation and program attendance statistics against other communities with a similar population and/or a similar geographical location, being a smaller community immediately adjacent to a larger city. The cities that are being compared are:
 - ◇ Altoona
 - ◇ Clive
 - ◇ Coralville
 - ◇ Norwalk
 - ◇ Oskaloosa
 - ◇ Pella
 - ◇ Spencer
 - ◇ 50th Percentile is also included, the average stat for libraries in our size bracket

Population



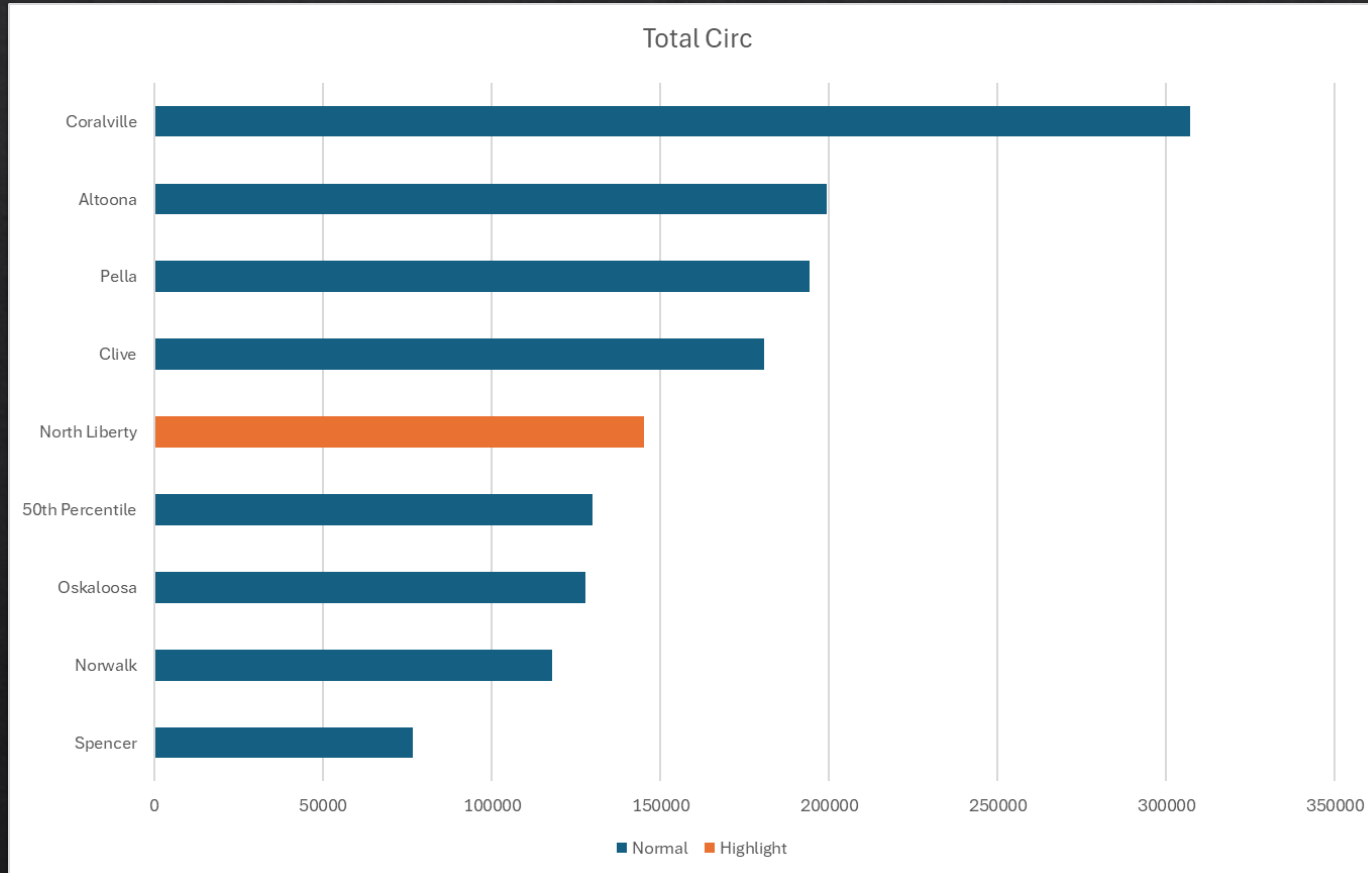
Building Square Footage



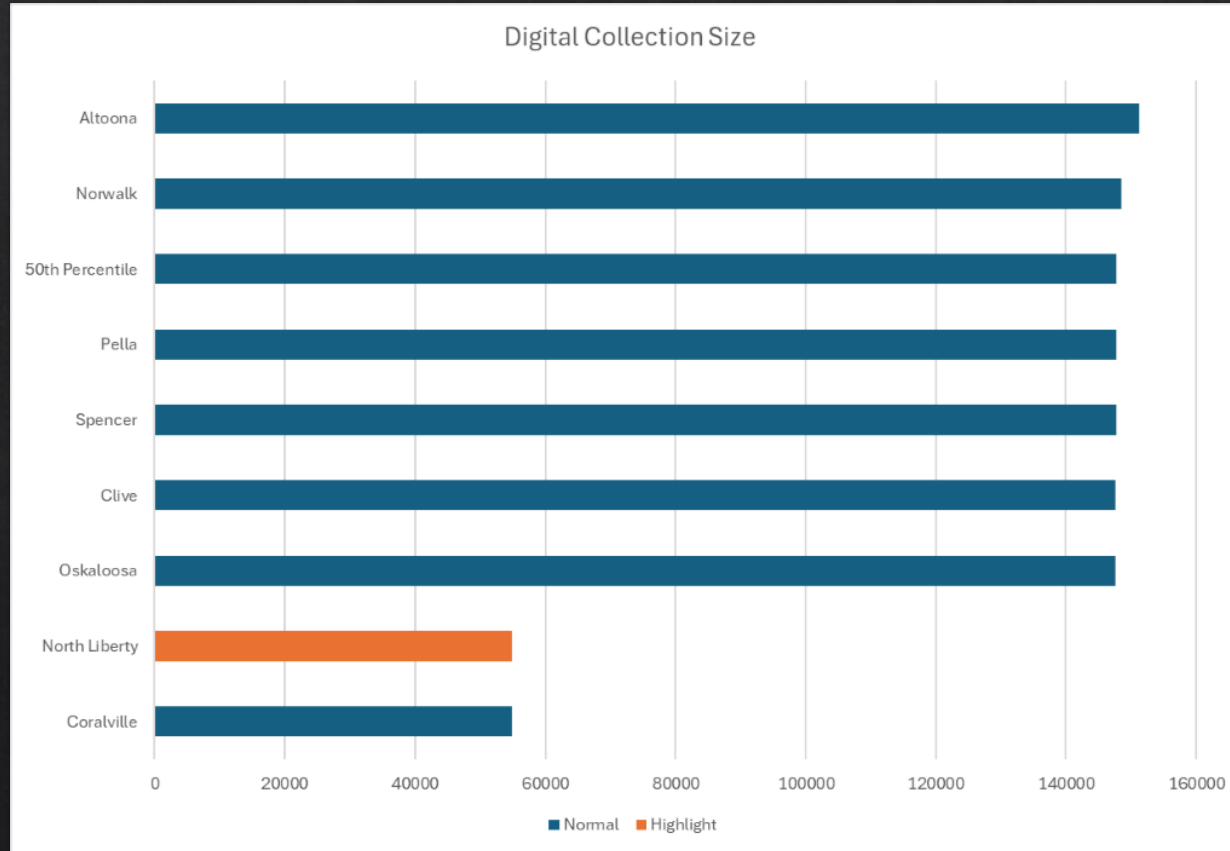
- ◇ Coralville has the largest square footage of the libraries that are being compared. They have more shelves to hold more books, so that factor may drive circulation despite our close populations.

Total Circulation

◇ This is combined circulation of physical and digital items.



Digital Collection



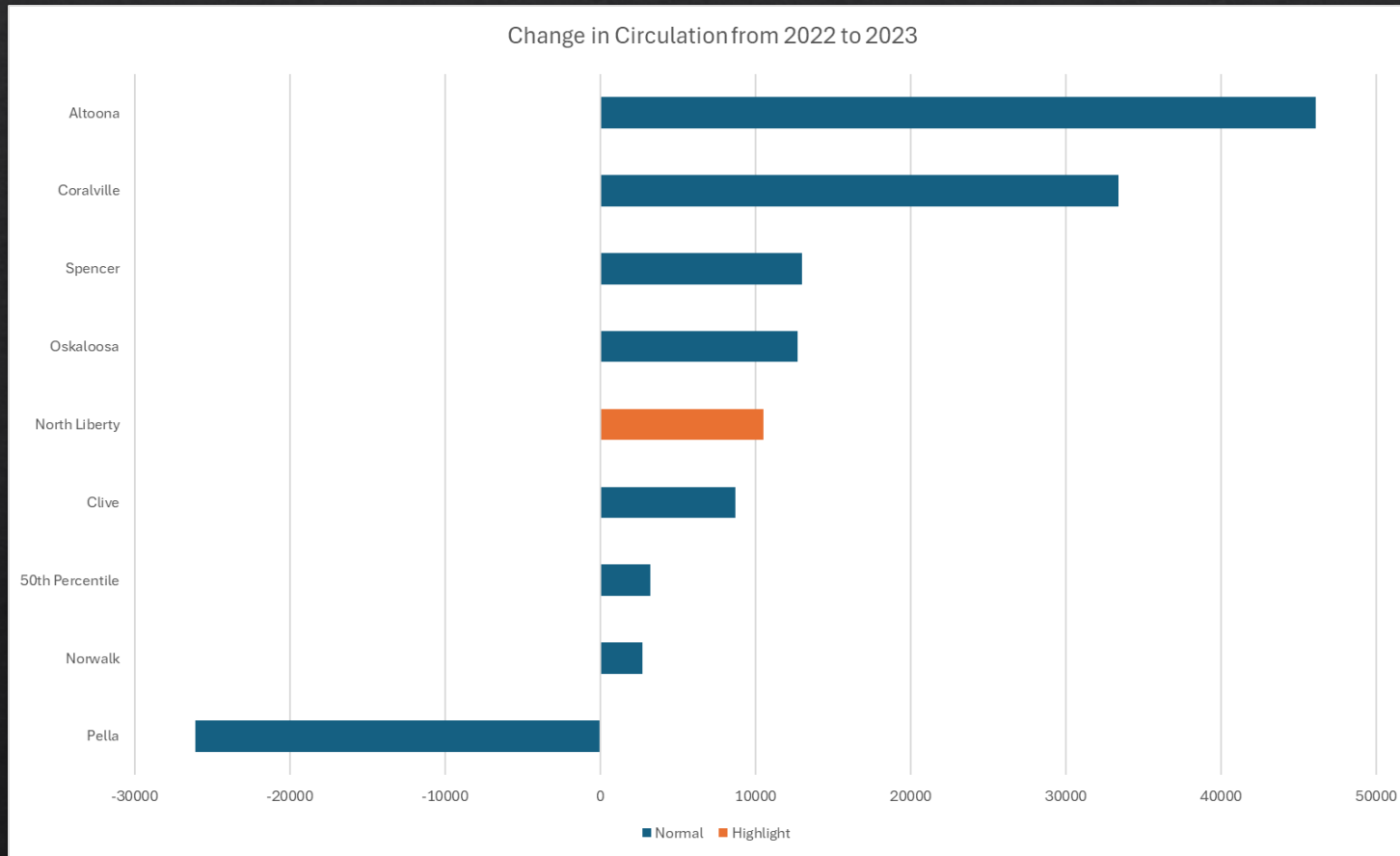
- ◇ The majority of the rest of the state shares the same digital collection in a consortium called BRIDGES. Statistics reflect circulation for the whole state rather than individual communities.
- ◇ North Liberty is in a separate consortium with Iowa City and Coralville. We pool our resources to share a collection available to residents of just those three cities. NLL and Coralville have very similar circulation statistics.

Digital Johnson County Circulation

| | Population | Digital Collection Size | Ratio | Circs | Per Capita Circs |
|---------------|------------|-------------------------|----------|---------|------------------|
| Iowa City | 74828 | | | 361506 | 4.831159 |
| Coralville | 22318 | | | 86963 | 3.896541 |
| North Liberty | 20479 | | | 49201 | 2.40251 |
| Total DJC | 117625 | 54869 | 2.143742 | | |
| Rest of State | 2374723 | 147603 | 16.08858 | 4178449 | 1.759552 |

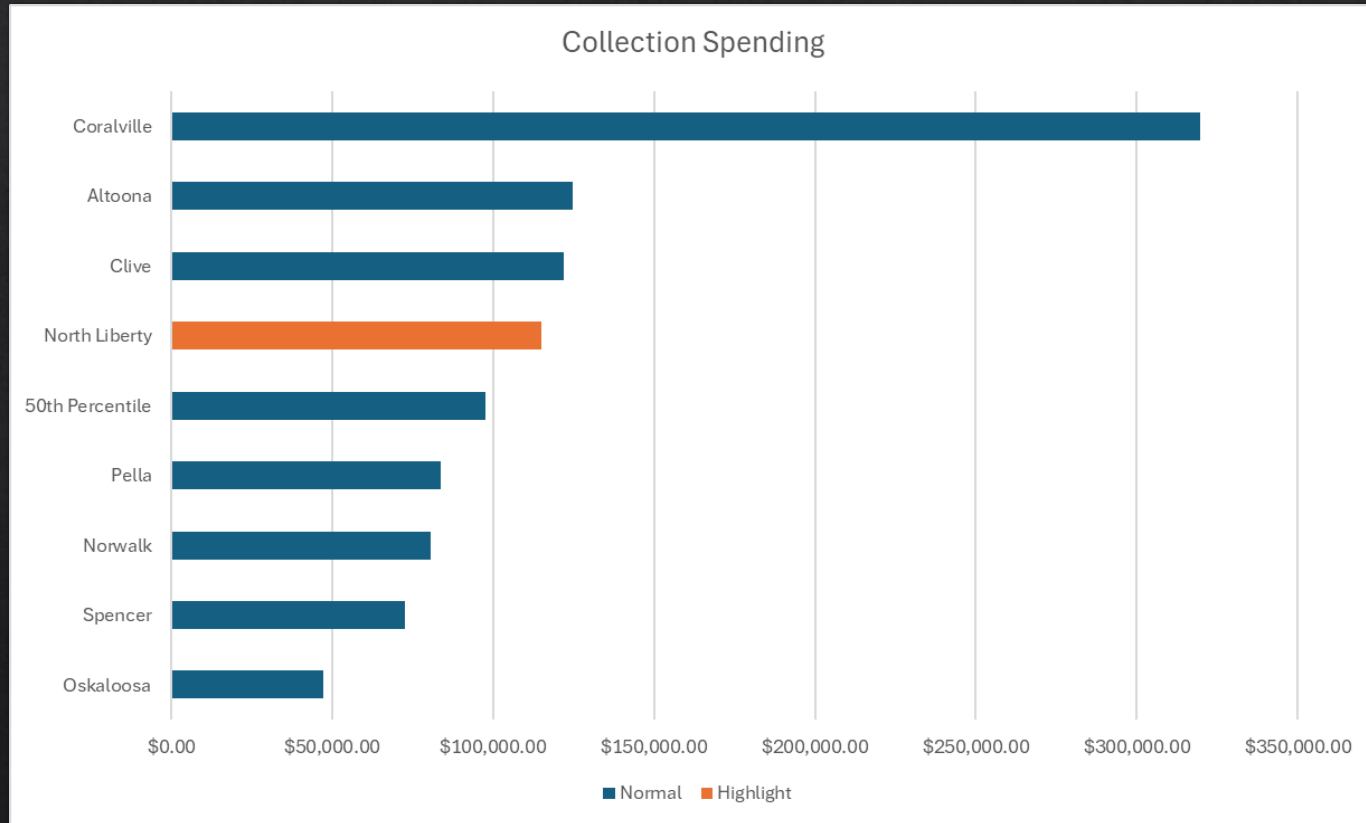
- ◇ While our digital consortium (Digital Johnson County) does have fewer titles than the larger, state-wide service, there are far fewer people utilizing so our digital circs per capita than the rest of the state.

Change in circulation from 2022 to 2023



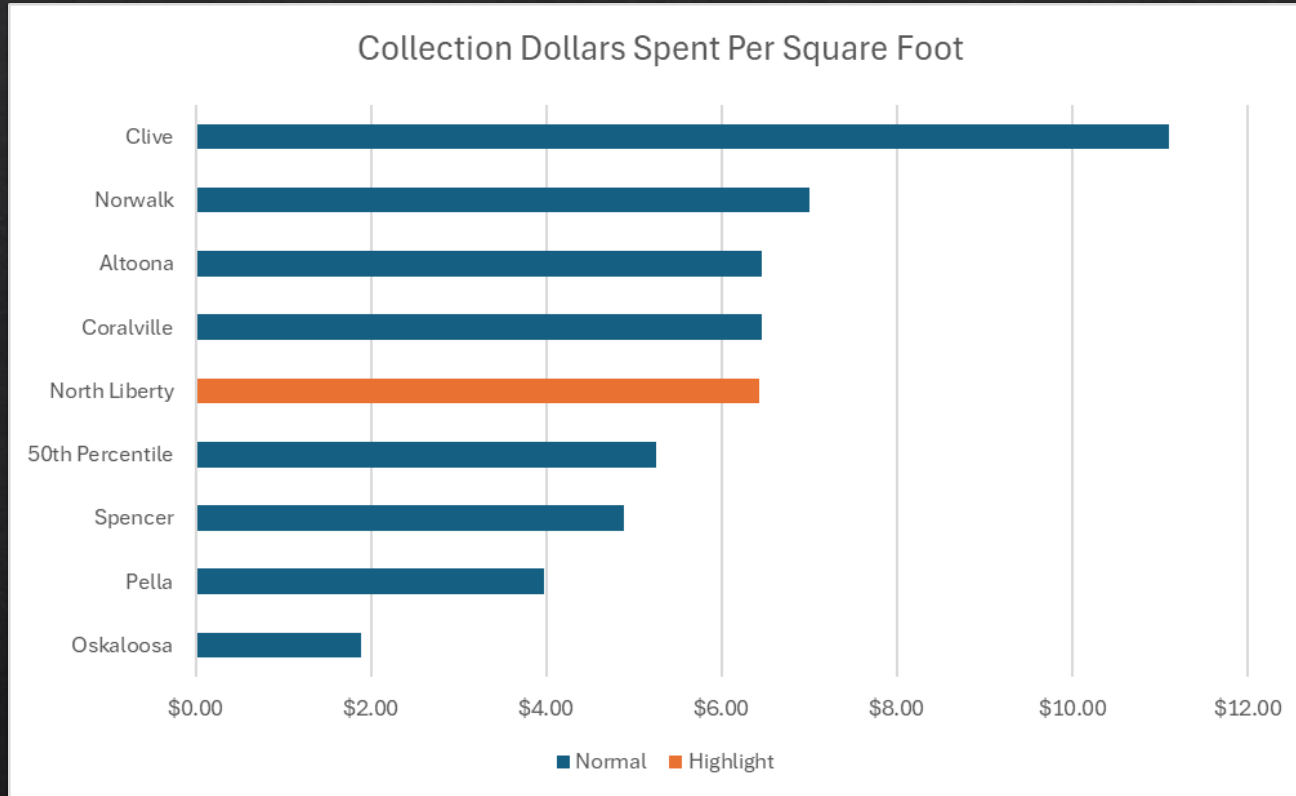
- ◇ Not a huge change in circulation, but not a drop either.
- ◇ Growth of 7.8% in circulation.

Collection Spending



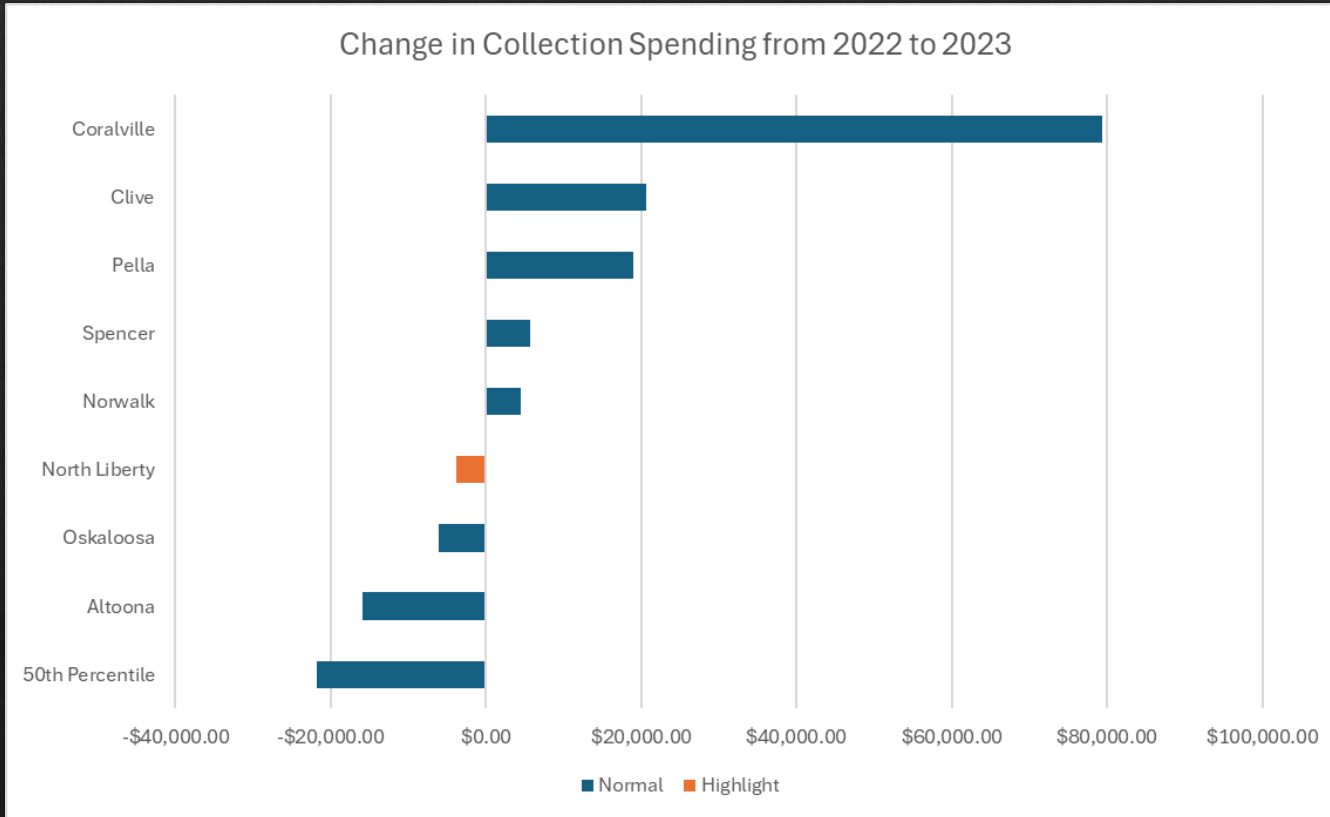
◇ Our collection spending is very close to the other libraries that have a similar square footage.

Collection Spends Per Square Foot



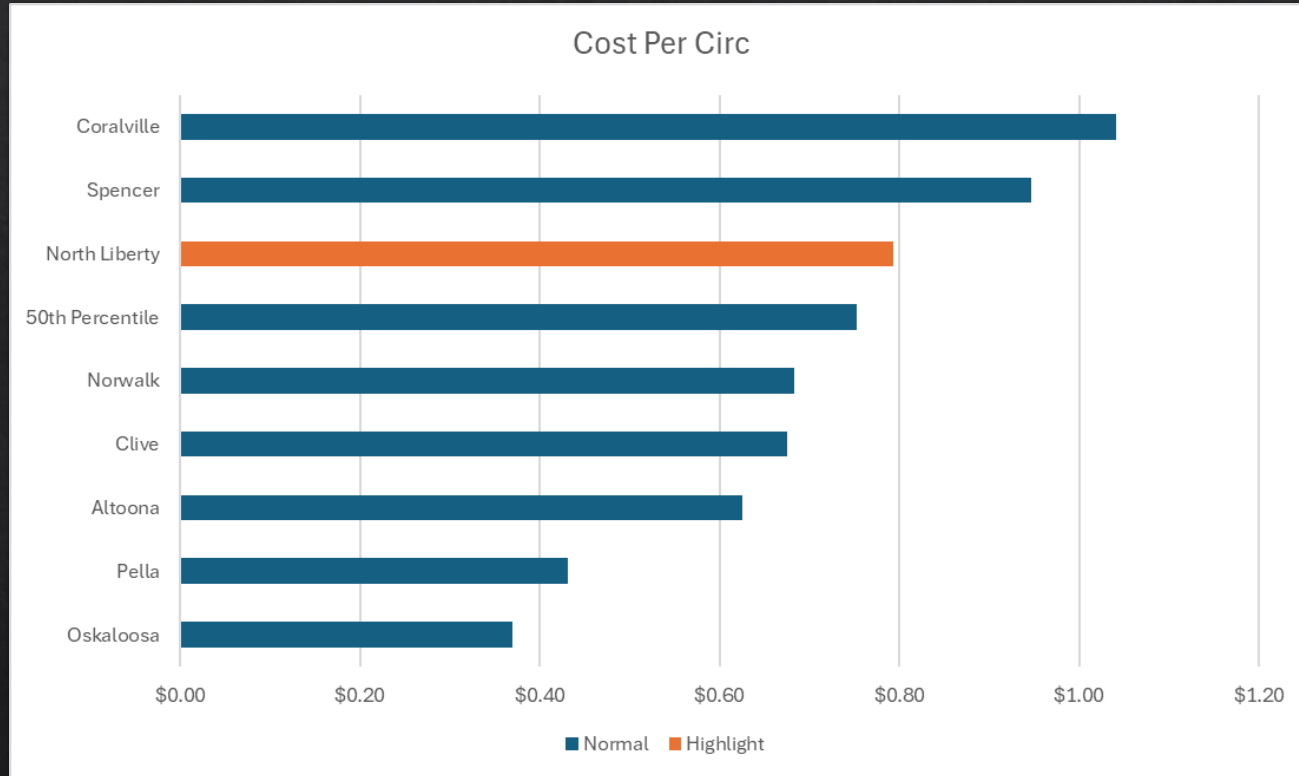
- ◇ I wanted to look at how our collection spending compares to other libraries based on our square footage.
- ◇ For as much more as Coralville spent on their collection compared to us last year, they have more square footage to fill than we do, so we're on par with them on spending for the square footage available to us.

Change in Collection Spending 2022 to 2023



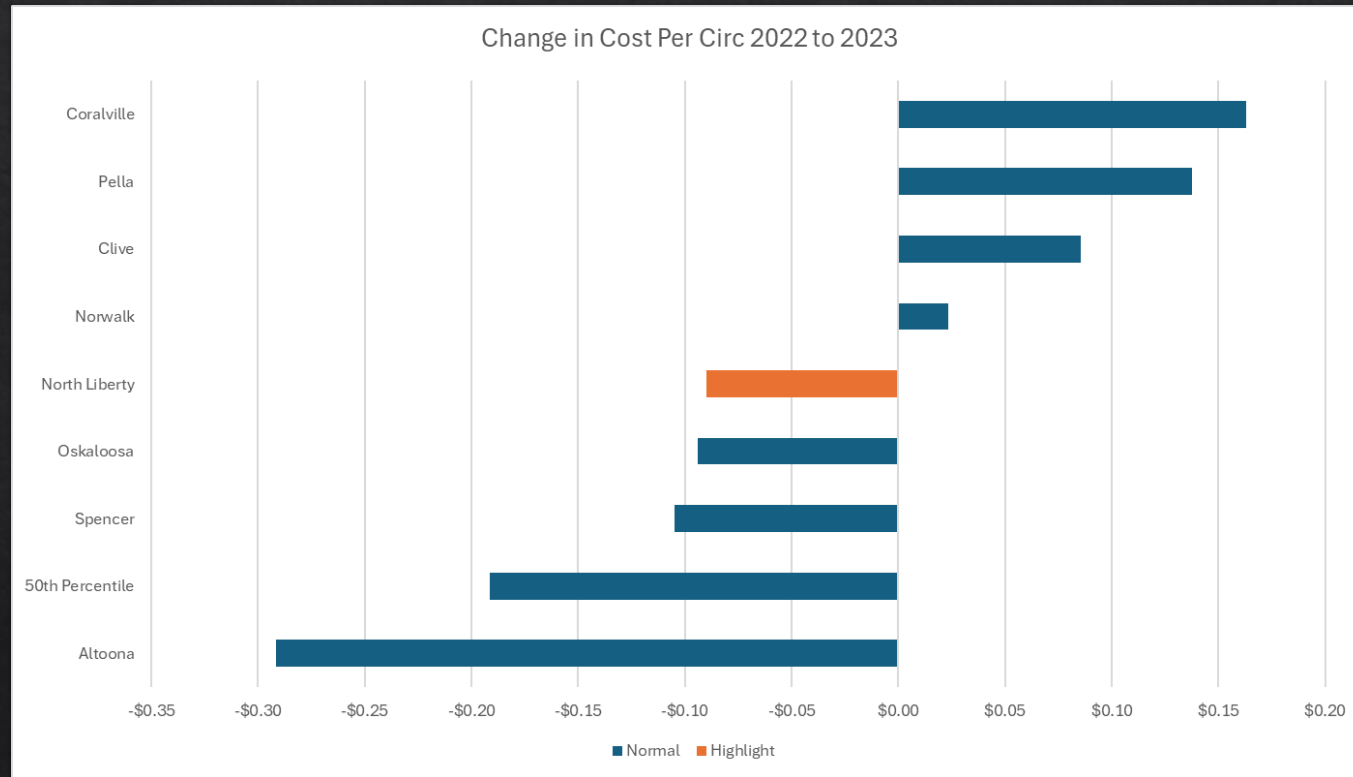
- ◇ Decreased demand in physical audiobooks and more limited physical video releases led to slightly less spent on the collection from last year.

Cost Per Circ



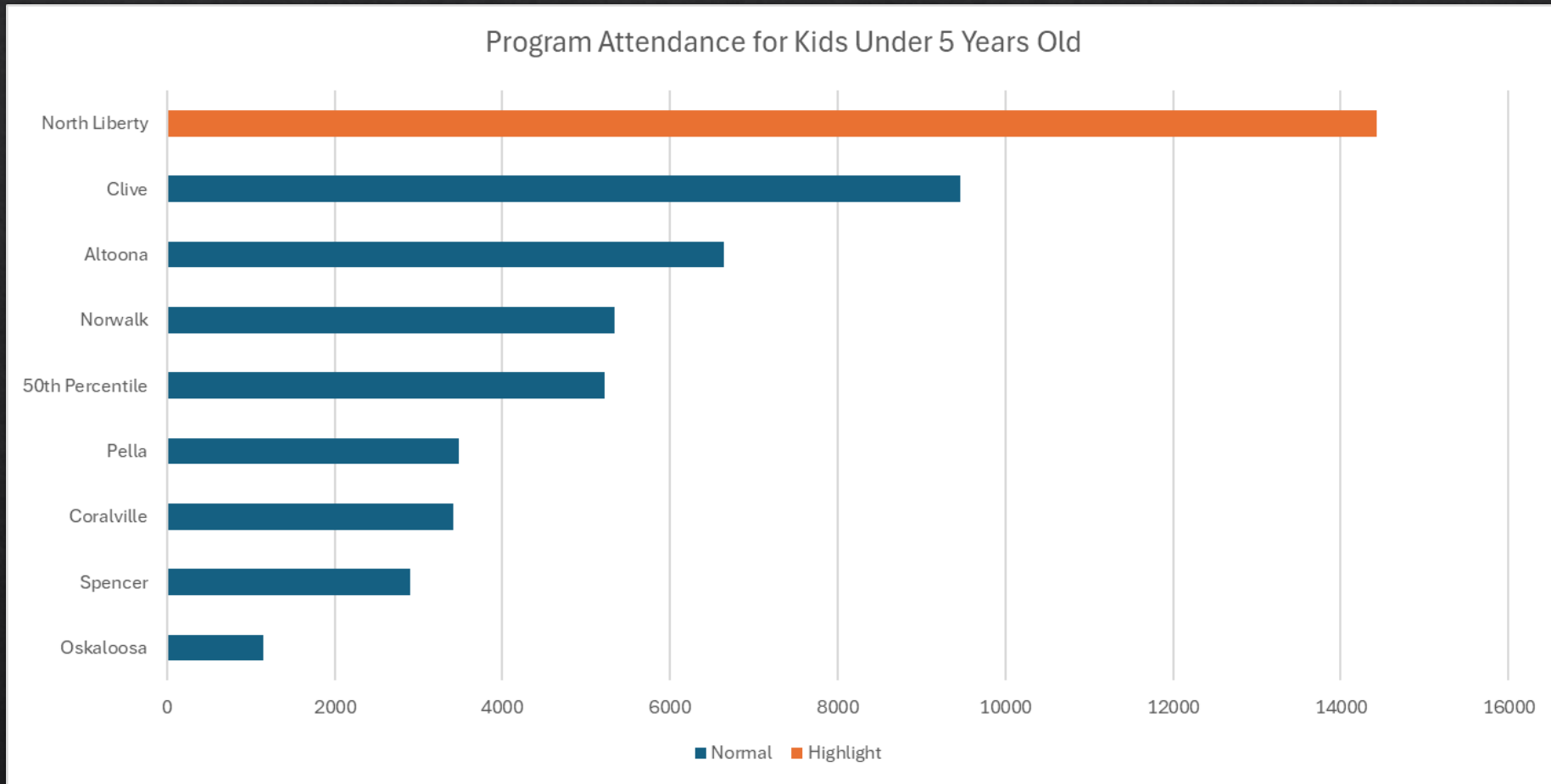
◇ How much we spend per circulation over the year. We are at \$0.79 spent per circ.

Changes in Cost Per Circ 2022 to 2023

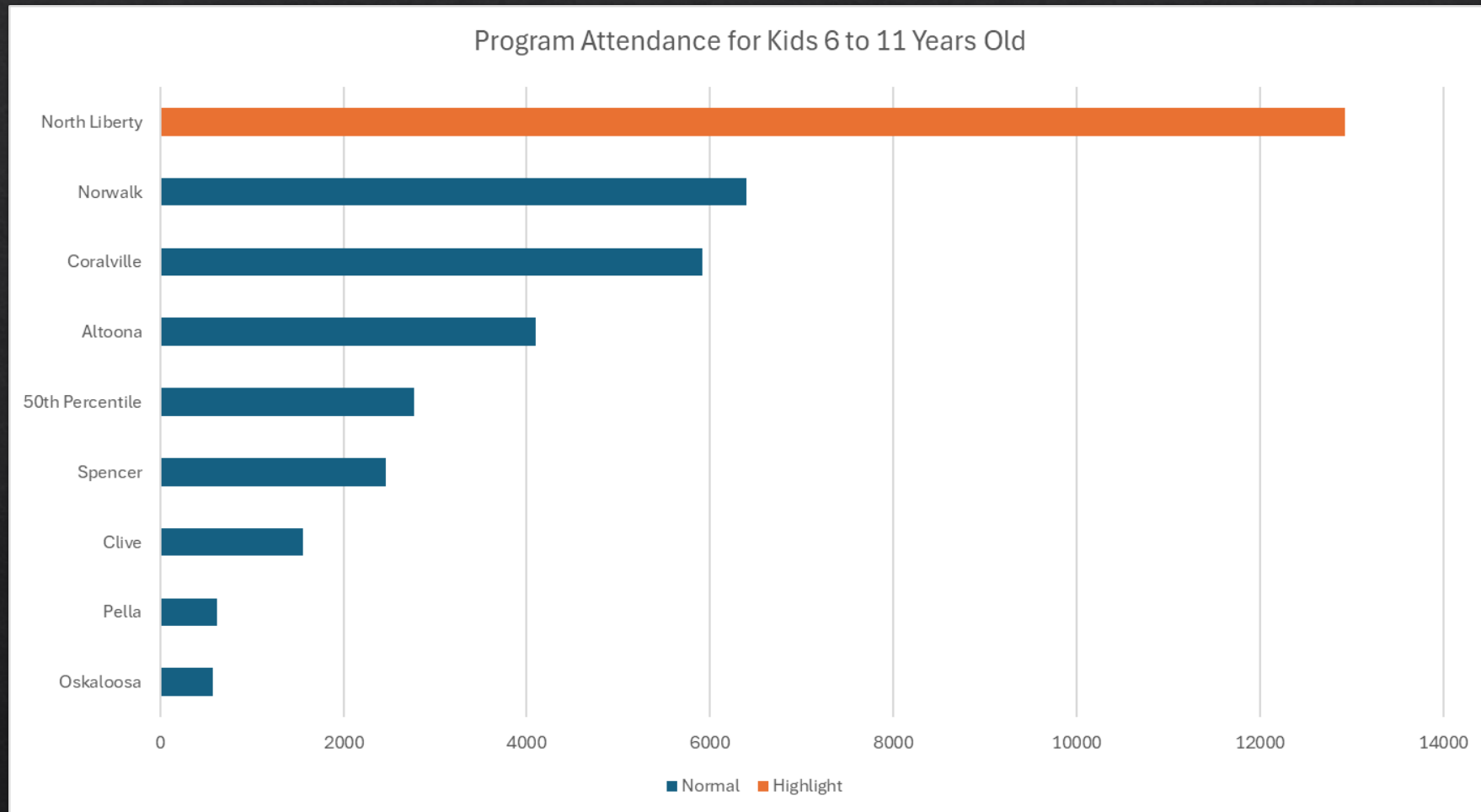


◇ We are spending \$0.09 less per circulation this year compared to last year.

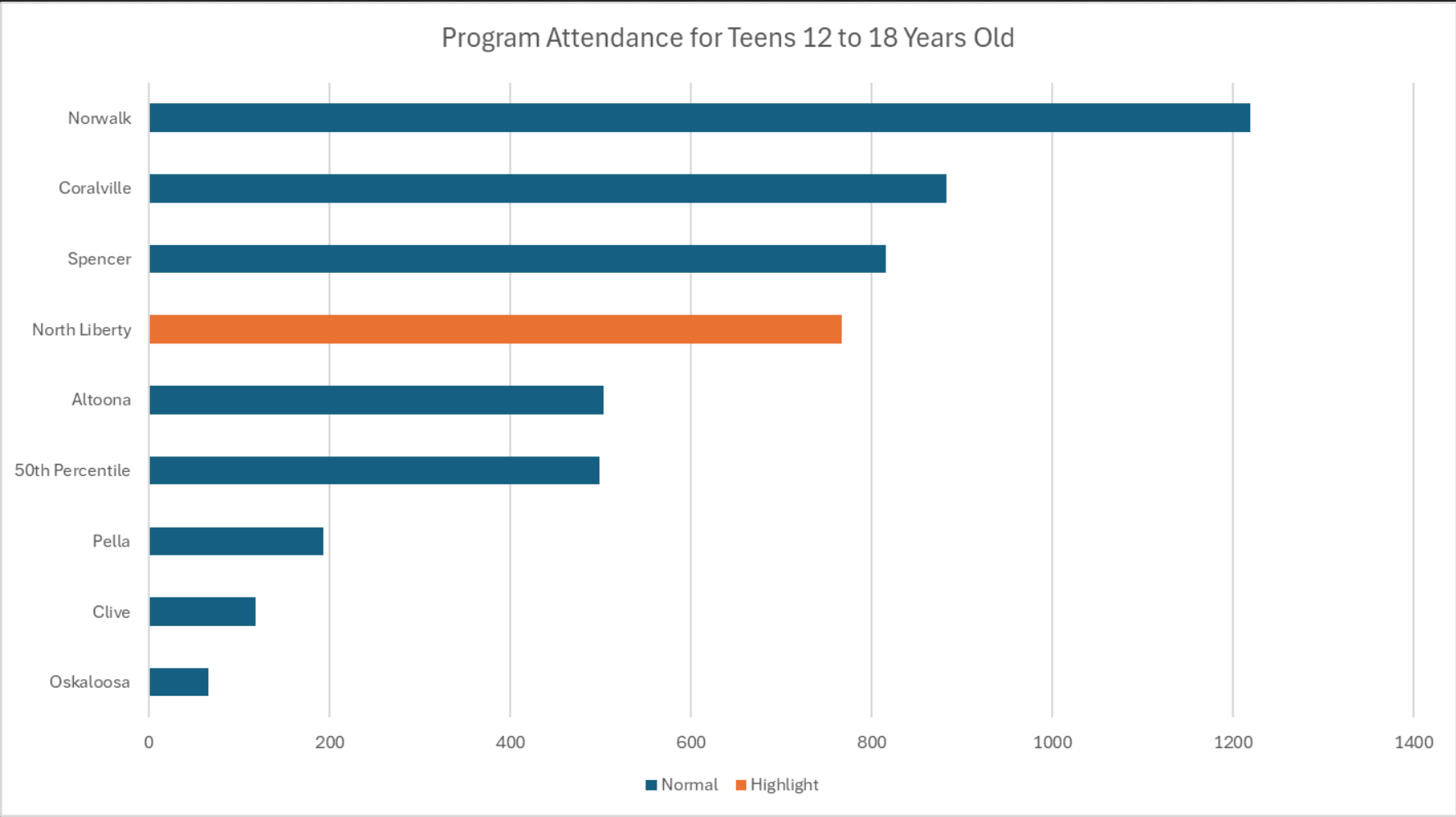
Program Attendance for Kids 0-5



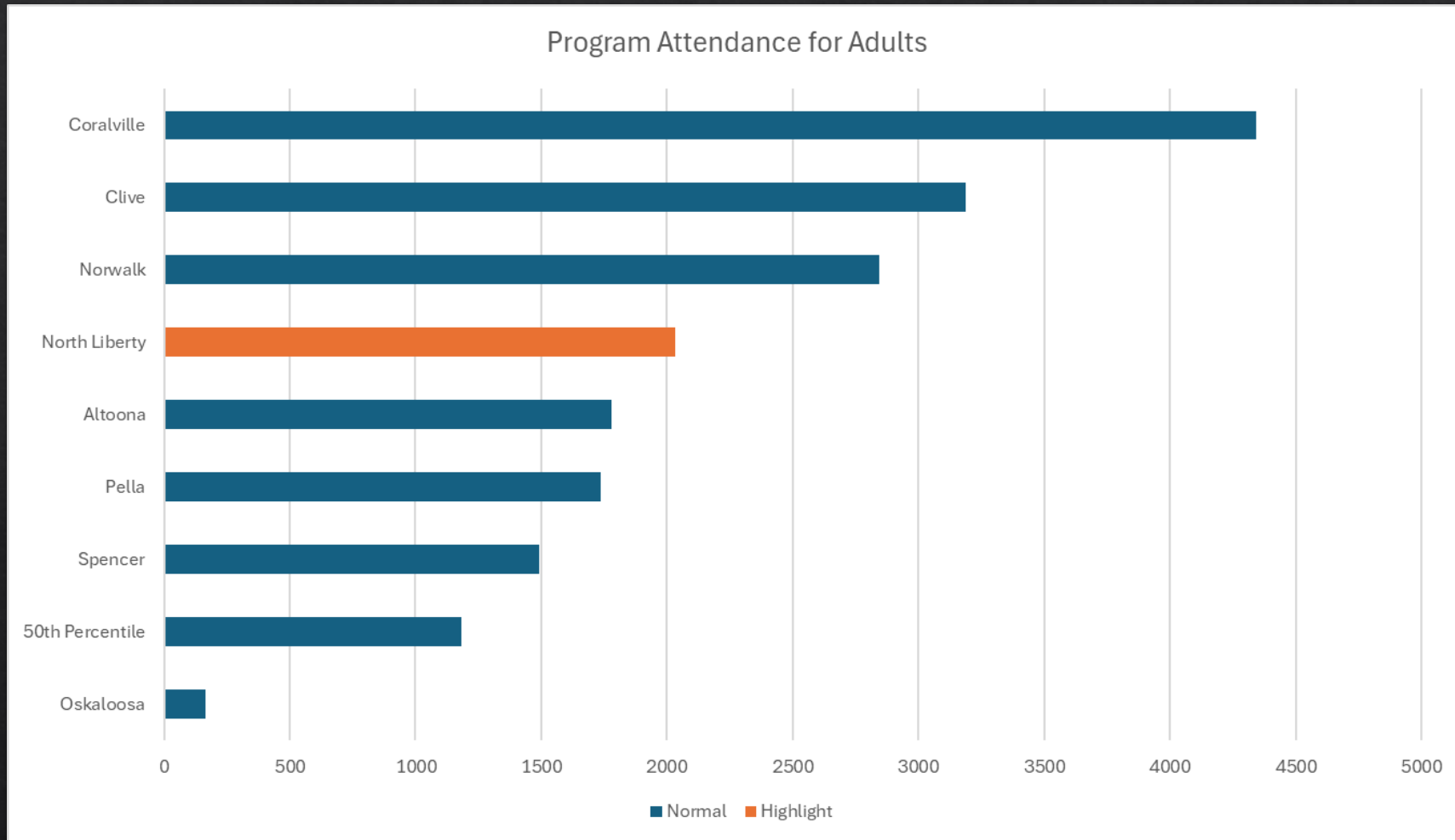
Program Attendance for Kids 6-11



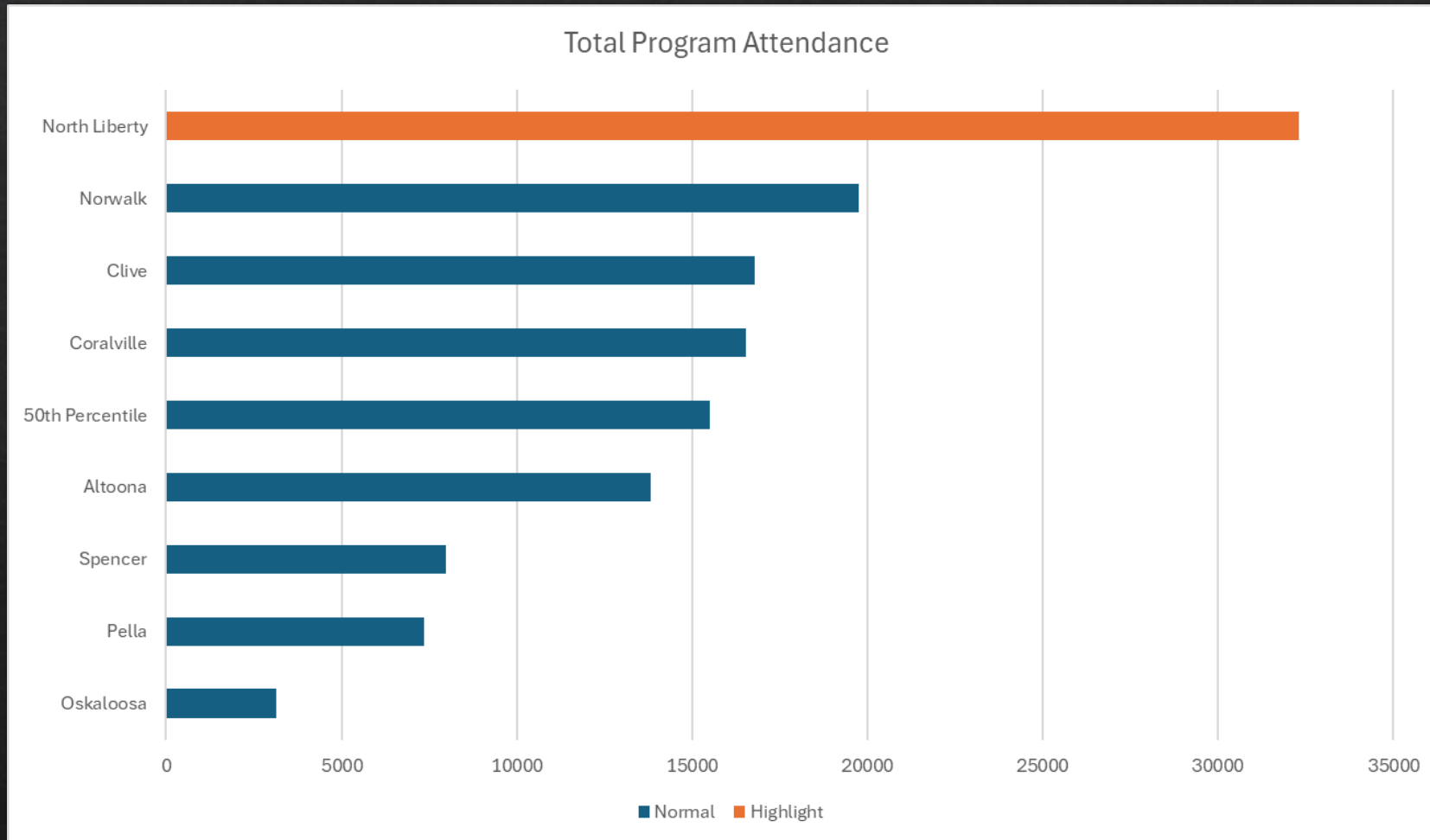
Program Attendance for Teens 12-18



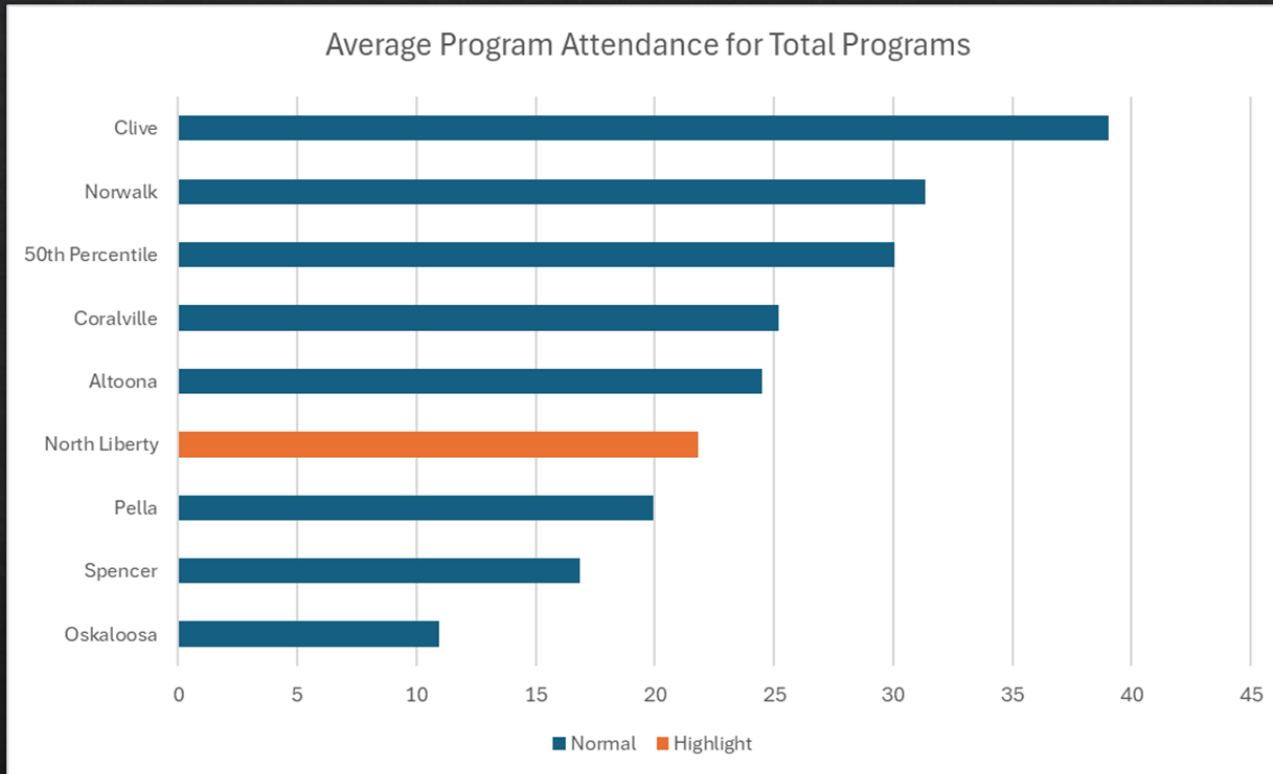
Program Attendance for Adults



Total Program Attendance

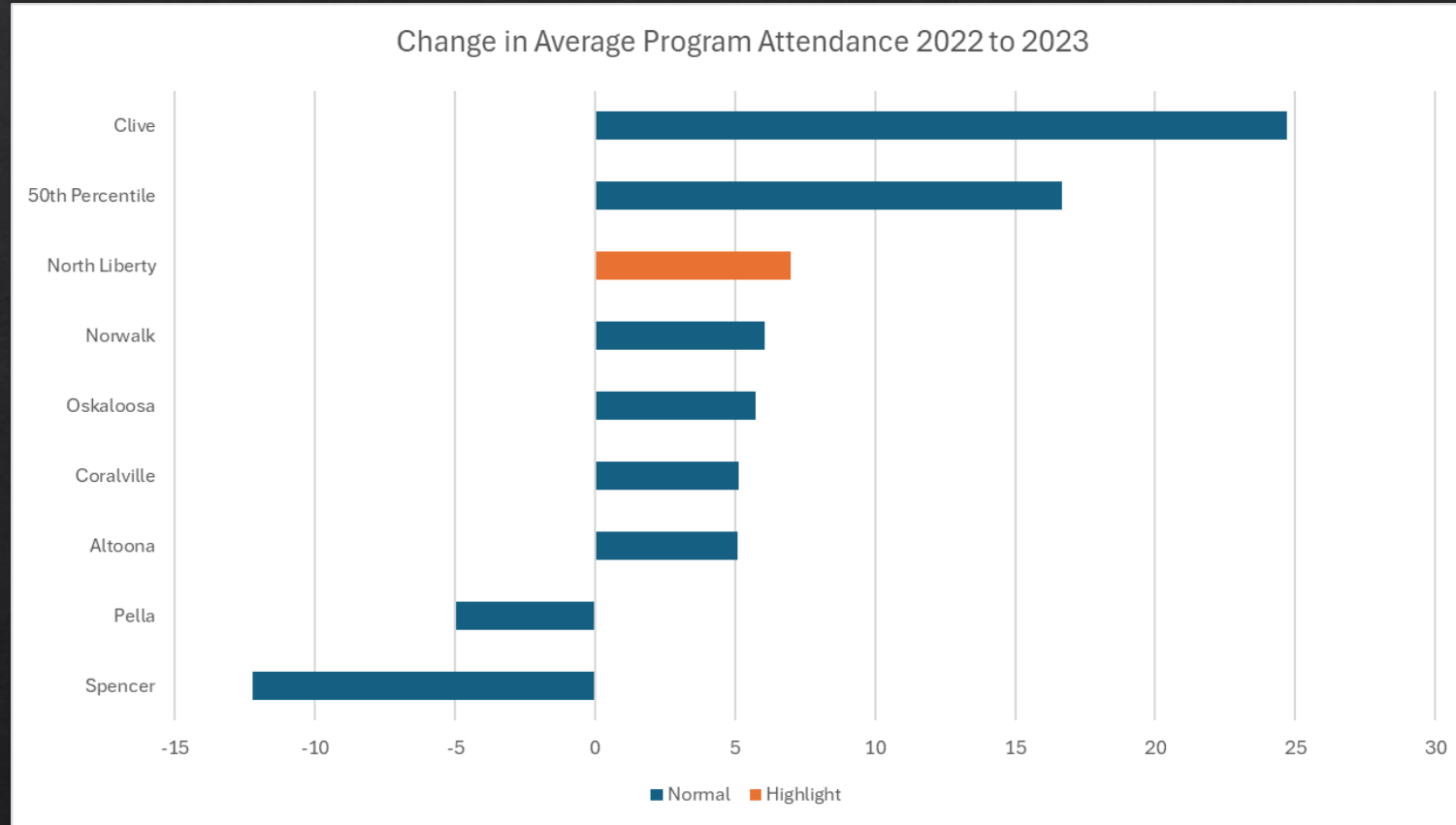


Average Program Attendance



- ◇ With an average attendance of 22, our programs aren't as packed as Clive's, and shows a reasonable response to community demand. If we had nearly 40 people at our average program, we'd probably be offering those programs more to meet the demand.

Change in Average Attendance, All Ages





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

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

Date **June 5, 2024**

Re **Monthly Report**

We performed various building maintenance tasks as needed this month. We installed a boot scrapper at the new City Hall building. We installed two new information kiosks at the tennis/pickleball courts. We helped the aquatics center construct a new pool filtration structure in the indoor pool filter pit.

We maintained equipment as needed this month performing preventative maintenance and making repairs to ball field maintenance, mowing, trimming, and landscaping equipment.

We continue to pick up park/trail trash receptacles and pet waste stations as needed this month. Usage remains high due to residents getting out and utilizing our parks system.

We continue to maintain ball fields and facilities. Fields have been very busy during the week and on weekends with scheduled tournaments. Our sports field maintenance team continues to provide weekly field maintenance as well as soccer field maintenance and line painting.

Mowing and trimming has been a challenge this month due to the abundance of rain and lack of seasonal employee help. It has been getting better since the arrival of more employees.

Most of our staff time was spent on landscape maintenance this past month. This is the time of year when weed pressure in our landscape areas require additional time and effort to maintain. Our staff planted approximately 100 planter boxes with annuals at Liberty Centre Pond, bike trail and tunnel, Rec Center and Heyn's Ice Cream frontage. The planters require daily watering.

Red Fern Dog Park turf grass seeding in late March continues to fill in and is beginning to shape up nicely. We are very happy with the results.

There was a car accident at the Front and Penn Street roundabout landscaping resulting in \$2000 estimated damage. We will make repairs to the roundabout landscaping as time allows.

Park staff attended "Stop the Bleed" tourniquet training on May 21st.

I would like to thank Heritage Christian School and students for their service work completed in our parks on May 3rd. Students & teachers assisted Parks Staff with mulching trees at Penn Meadows Park, Creekside Park and removing sticks and limbs at Cornerstone Park. Much appreciation goes out to the students & teachers for their "Service Day of Work".

We installed the Liberty Centre Pond fountain and completed preventive maintenance to the waterfall area.

Parks staff completed preventive maintenance to the Penn Meadows Splash Pad in preparation of the Memorial Day Opening. Everything is working great.

Parks staff participated in the Remarkable Rigs event on May 18th. The kids enjoyed sitting on the equipment. Staff had a great time showcasing our equipment.

Parks staff inspected and prepared our playground areas ahead of the "Playground Crawl" event held on May 11th.

I would like to thank the Liberty High School Construction Tech class and instructor, Micah Casper who built us a new mechanical shed at the Community gardens. This was a great opportunity and partnership with the school. We have been working with the school on a variety of city park improvement projects over the past 3 years. We supply the materials, and they construct it.

I participated in the joint Neighborhood Ambassadors meeting hosted at the North Liberty Police Department on May 1st.

Planning and preparation continue for the July 13th Blues & BBQ celebration.



Boot scraper installed at City Hall.



Info kiosk installed at the Tennis/Pickleball courts.



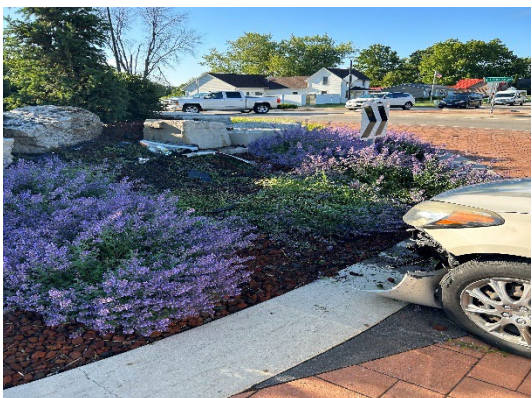
Filtration structure replacement at the indoor pool mechanical room.



Liberty Centre Park planter boxes planted with annuals and weekly watering.



Red Fern Dog Park turf grass improvements.



Car accident at the Front Street and Penn Street roundabout.



Penn Meadows Park splash pad and Liberty Centre Pond fountain start-up for the season.



Heritage Christian students "Service Day of Work" at Cornerstone Park.



Parks Department staff & equipment at the "Remarkable Rigs" event at Centennial Park.



Parks Department staff & equipment at the “Remarkable Rigs” event at Centennial Park.



Parks Department inspected our playground and prepared for the May 11th playground crawl.



Liberty High School Construction Tech students pouring the concrete foundation pad for the new shed at the Community Gardens site next to Penn Meadows Park.



The new shed was constructed by Liberty High School Construction Tech students and their instructor, Micah Casper.



North Liberty Police Monthly Report May 2024

Training:

- One investigator attended IACIS training
- The two SERT members attended monthly training (24 hours)
- One investigator attended MTTU-Basic Evidence Tech training (40 hours)
- The K9 handler participated in monthly training (8 hours)

Public Relations:

- The PIO continues making contact with local businesses to verify emergency contact information and to see if there are unmet needs from the police department. This is an ongoing project, and we plan to speak to every business in town by summer.
- The admin lieutenant hosted a tour and Q&A session with several Liberty High students
- One officer worked at the Solon post prom. Their overtime will be reimbursed by the post prom committee.
- The PIO attended the Remarkable Rigs event that was held in Centennial Park.
- The admin lieutenant helped paint the new buildings at the Safety Village
- Two officers assisted with traffic control for both the GranGable ride and the Girls on the Run 5k. The overtime will be reimbursed by the two organizations.
- The admin lieutenant gave tours to multiple groups from the Montessori Children's Garden

| | |
|---------------------------------------|------|
| Traffic Contacts | 276 |
| Parking Contacts | 75 |
| Vehicle Inspections | 1 |
| Vehicle Unlocks | 19 |
| Crash Investigations | 27 |
| Public Assists | 305 |
| Assist other Agency | 112 |
| Crimes Against Persons Report | 12 |
| Crimes Against Property Report | 17 |
| Other Reports | 29 |
| Arrests | 26 |
| Warrants | 3 |
| Alcohol/Narcotics Charges | 9 |
| Crimes Against Persons Charges | 6 |
| Crimes Against Property Charges | 4 |
| Other Charges | 19 |
| Animal Calls | 73 |
| Total Calls for Service | 1830 |
| *Total Calls for Service for the year | 7288 |

Equipment:

- With the end of the fiscal year fast approaching, final purchases are being made and invoices submitted.
- We have asked our security camera system provider for a quote to add a new camera over the files in records.
- A partial order of spare vehicle tires was placed. This will complete the order for the year.

Enforcement/Crime:

- 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.
- With assistance from the DCI, officers conducted address checks on the registered sex offenders living within city limits
- The department deployed speed trailers around Jessie St and Penn St

Department Admin:

- The officer application packet is still posted online. We are keeping the application process open for the year and interviewing when necessary. A second round of interviews were conducted the first week of this month.
- We have an intern from Buena Vista University who will be with us for 160 hours this summer. It is an unpaid internship so she will be riding with the officers and observing what a career in law enforcement is like.
- Patrol Lieutenant attended meetings for Iowa City Schools and their safety protocols.
- Patrol Lieutenant attended meetings for Blues and BBQ
- Patrol Lieutenant attended budget meetings.
- Additional tours were conducted for janitorial and window cleaning bids.

Submitted on 6/4/2024



Parks & Recreation Commission
June 6, 2024, 7:00pm
City Council Chambers, 360 N Main Street, North Liberty, Iowa

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

1. Call to Order
2. Approval of Minutes
 - a. Minutes from May 2, 2024 meeting.
3. Board Terms/Openings
 - a. (3) terms expiring June 30, 2024; (9) applications submitted.
 - b. Board appointments made June 11 or 25 at Council Mtg.
 - c. July 2024 – new term begins
4. Reports
 - a. Parks Report
 - b. Recreation/Pool Report
 - c. Questions, Concerns, Updates
5. Pool Operations Update
 - a. Indoor Pool remains closed; motor & pump casing replacement, refill, balance, and heat to set temps.
 - b. Outdoor Pool Opening Weekend Summary
 - a. Regular summer hours operations begin June 6
6. Community Input / New Ideas to Share
7. Old Business
8. Next Meeting
 - a. Thursday, July 4 – No Meeting; rescheduled for _____.
9. Adjourn



Parks & Recreation Commission Meeting Minutes

May 2, 2024, 7:00pm

Present: Shelly Simpson, Brian Motley, Tim Hamer, Richard Grugin, Shannon Greene, Nicholas Arnold, Gwen Johnson, Jeremy Parrish, Donglin Chai

1. Call to Order

2. Approval of Minutes: Motion to approve April 4, 2024 minutes: Parrish; Second: Greene. Approved via unanimous consent.

3. Board Openings: Three positions are opening on the Board: Chen, Johnson, Chai terms expire. Applications are due May 23.

3. Reports

Parks Report—Tim Hamer

- Routine maintenance is ongoing. Staff has begun mowing and trimming work. Season employees to begin soon.
- Roundabouts prepared for summer.
- NLCBS has begun at city baseball fields with tournaments each weekend.
- Youth soccer has also begun on fields which have been striped.
- Community garden plots have been tilled and all spaces have been rented for the season.
- Muddy Creek cleanup was April 8. Thank you to The Boy Scouts, Cub Scouts, Greencastle 4H, Tree & Stormwater Board, City Council, residents, and city staff for gathering three truckloads of trash for disposal.
- Guy Goldsmith was involved with City Hall, Next Stage and Fox Run project meetings.
- Fox Run project to begin on June 17 with trail work. Signage will be posted once work has begun.
- Staff assisted moving city staff to new City Hall.
- Community Center tuckpointing bid process is complete. T&T Tuckpointing was awarded the contract. Work is planned to begin in September and complete in October. Bid came in approximately \$10,000 lower.
- Cedar Springs garbage collection was conducted.
- City wide cleanup was completed last week.
- Assisted in gathering concrete bases for 10 Herky on Parade statues in town.
- Department has filled all seasonal employee positions for the summer.
- Johnson inquired about the Dog Park opening. Hamer stated grass is growing and hope is to open the park soon in May. Johnson asked about rotating parts of the park, leaving some closed to help ground recover. Hamer stated that would be ideal but space is limited.
- Parrish asked about new landscaping at City Hall. Hamer stated staff will care for that space, too.

Recreation/Pool Report—Shelly Simpson

- Applications are coming in early for summer pool staff which has helped staffing.
- Summer registration revenue has been positive.
- Staff participated in several trainings this month.
- Community Relations has moved to new City Hall. Rec staff will be occupying that space with some small renovations.
- Upcoming events include the parks crawl and remarkable rigs on May 11 and May 18.
- Outdoor pool is being filled for the summer.
- Membership continues to be about 60% residents, 40% non-residents.

- Arnold inquired whether there is a way for staff to determine whether pool rental costs are covering staff costs for private rentals. Simpson stated the indoor pool breaks even on rental but that the outdoor pool does not.

4. NLCC Fees Proposal

- Simpson presented the revised proposal for the NLCC.
- Chai stated the membership labels – Gold/Silver/Black & Gold are confusing and should be examined and renamed.
- Chai also stated she had received feedback to keep resident & non-resident rates different for daily fees. Motley stated the purpose behind the change is to make it easier for staff to get people into the facility, especially without ID. Arnold stated it's also a lever to encourage people to purchase memberships for cost savings.
- Chai also stated concerns with an increase from \$4 to \$6 have been received. She also asked about how the membership pricing works and why the fees are what they are. She wondered if it makes sense to make them easier to understand – e.g. \$29/\$39/\$49 etc. Simpson stated the pricing is based on how frequently someone is anticipated to use the membership. Motley stated these membership fees will be examined in the near future and noted it's hard to track what type of pass each member uses when they check in vs. where they visit in the facility.
- Johnson provided anecdotal information from residents asking whether there would be an option for a daily family rate. Simpson and Motley stated the family would be better served to buy a membership and get more value. Members also get one hour to the pool daily to themselves.
- Chai asked how long the \$6 daily rate would be in place. Arnold noted that it's been six years since there has been any increase and that the increase is explainable given increased operating costs for the NLCC. Parrish noted that this isn't an annual increase and community members should know that they shouldn't expect to see prices increase every year. Grugin suggested there be information clearly detailing how memberships are the best value for residents who use the facility semi-frequently.
- Johnson reiterated framing memberships as a subscription which you enroll in and then are charged monthly with some form of cancellation process in place. Chai reinforced that point saying it's easier for families. The board unanimously suggested an education campaign for any changes made.
- Grugin reiterated that the topic under consideration is the daily fee currently with other changes to membership coming at a later date.
- Parrish pointed out the pools are very expensive to operate and that North Liberty has a very nice pool. City budget subsidizes a large part of the cost.
- Simpson stated there isn't a formal vote required for the Board but a recommendation to the Council. The board provided unanimous recommendation.

5. Questions, Concerns, Updates

- Last Tuesday the first phase of Next Stage Project was approved and presented to the Council. Project will break ground this summer and open in fall of 2025.
- City Hall opening soon. Next Board meeting will be held there.
- Arnold pointed out the current FY26 city budget calls for the bathroom remodel at the pool and the new parking lot. Simpson stated that those are earmarked funds and will be taken in order of necessity.

5. Community Input / Ideas to Share

6. Upcoming Events

- May 11 – Park Crawl
- May 18 – Remarkable Rigs

7. New Business

8. Old Business

9. Next Meeting

- Thursday, June 6, at 7:00 p.m.

10. Adjourn Motion: Arnold; Second: Parrish None opposed.



To **Park & Recreation Commission Board Members**
CC **Mayor, City Council, City Administrator**
From **Shelly Simpson**
Date **June 3, 2024**
Re **Monthly Report – May 2024**

May – is the start of our summer season. Activities/programs in our Summer Activity Guide begin this month. May also brings outdoor pool operations, Ashley Mark & Adam have been busy in getting the outdoor pool ready for openings weekend – Memorial Day Weekend. We have limited hours until June 6 as ICCSD is still in session. The indoor pool closed on May 11th due to a motor and pump casing failure, it remains closed until further notice. The Community Relations Department made their move to new City Hall and we continue to make changes to Rec offices within the building.

Upcoming Events:

- June 6 – Outdoor Pool – regular hours begin
- June 8 – Let Love Fly, Binspire Messy Play Date
- June 9 – Free Fishing with TAKO
- Friday Nights – Ranshaw House Concert Series
- Week of June 10 – Summer Camp, Swim Lessons, Summer Lunch & Fun, & Library Summer Reading Program - all begin.
- June 21 - Camp NL, Boat Regatta
- June 23 – Splash Bash Event

Recdesk Database:

Reviewing our Recdesk database; we have 14,494 residents (59%) and 9,931 non-residents (41%) totaling 24,425 individuals. Increase of 313 from last month.

Aqua Programs:

Aqua classes were cut short this month due to closure for motor & pump replacement. Aqua Toning (4), Aqua Boot Camp (10), Aqua Zumba (13), Arthritis MWF (15), Arthritis T TH (15), Easy Does It (12), totaling 69, plus drop-ins. Aqua Program/Class revenue totaled \$ - 459.50 due to class refunds.

Swim Lessons:

Summer Swim lessons will begin in June, and spots filled up quickly. Revenues totaled \$2,849.72.

Leagues/Sports:

Pickleball: Beginner 1.0 lessons had (16) participants.
Pee Wee Soccer had (47) participants.
Sport/Leagues revenues totaled \$2,045.

Recsters BASP Program:

BASP AM – 15 participants, PM – 48 participants.
BASP/Summer Camp revenues this month totaled \$15,705.

Classes/Programs:

Body Blast (3), Hapkido Jujitsu (2), Total Body Sculpt (5), Zumba (5), totaling 15 registered, plus drop-ins.

Tippi Toes Dance classes continue.

Connection Luncheons served (193) meals this month; averaging 38 per date.

Classes/Programs revenue totaled \$7,129.50.

Pools: This month, Season Pool Pass revenues totaled \$4,365.50; Daily Pool Fees totaled \$3,595; Pool Rentals totaled \$796.88, and Concessions revenues totaled \$847.25.

Weight & Exercise Area / Track:

Weight fee revenues totaled \$11,476; Split membership revenues totaled \$5,397.

We had 3,156 active memberships for the month.

We had 1,512 point of sale transactions for the month.

Rentals:

Gymnasium Rental revenues totaled \$3,270; Community Center Rental revenues totaled \$2,115.62; Shelter rental revenues totaled \$405; Field Rental/Tennis Courts revenues totaled \$4,483.33.

Revenues:

Revenues for the month totaled \$55,714..51.

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

Revenue By Period - GL Account Summary

Start Date: **5/1/2024 12:00 AM** End Date: **5/31/2024 11:59 PM**

Payment Methods: **CA, CK, CC, IC, EC, CR**

User(s)/Cashier(s): **- All -**

Regular Revenue

| | | DEBITS | | | | | | | | | | CREDITS | |
|--|------------------|-------------|--------------|-------------------|-----------------|--------------------|------------------|--------------------|--------------------|--------------|----------------|--------------|--|
| <u>**Gross</u> | <u>**Net</u> | <u>Cash</u> | <u>Check</u> | <u>CC (Gross)</u> | <u>CC (Net)</u> | <u>ACH (Gross)</u> | <u>ACH (Net)</u> | <u>Internal CC</u> | <u>Acct Credit</u> | <u>Other</u> | <u>Refunds</u> | <u>Other</u> | |
| 000 - Household Credit Account | | | | | | | | | | | | | |
| 1,693.21 | 1,693.21 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 5,782.96 | 0.00 | -4,089.75 | |
| 001-0000-4310-01 - Pool Rentals | | | | | | | | | | | | | |
| 796.88 | 760.88 | 0.00 | 0.00 | 1,200.00 | 1,164.00 | 0.00 | 0.00 | 0.00 | 50.00 | 0.00 | -453.13 | 0.00 | |
| 001-0000-4310-02 - Community Center Rentals (Room Rental) | | | | | | | | | | | | | |
| 2,115.62 | 2,051.04 | 50.00 | 0.00 | 2,152.50 | 2,087.92 | 0.00 | 0.00 | 0.00 | 60.00 | 0.00 | -146.87 | 0.00 | |
| 001-0000-4310-03 - Gymnasium Rentals | | | | | | | | | | | | | |
| 3,270.00 | 3,168.30 | 0.00 | 0.00 | 3,390.00 | 3,288.30 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -120.00 | 0.00 | |
| 001-0000-4310-04 - Shleter Rental | | | | | | | | | | | | | |
| 405.00 | 393.60 | 25.00 | 0.00 | 380.00 | 368.60 | 0.00 | 0.00 | 0.00 | 15.00 | 0.00 | -15.00 | 0.00 | |
| 001-0000-4310-05 - Field Rentals/Tennis Courts | | | | | | | | | | | | | |
| 4,483.33 | 4,348.83 | 0.00 | 0.00 | 4,483.33 | 4,348.83 | 0.00 | 0.00 | 0.00 | 3,520.00 | 0.00 | -3,520.00 | 0.00 | |
| 001-0000-4500-10 - Weight Fees | | | | | | | | | | | | | |
| 11,476.00 | 11,207.27 | 2,494.00 | 0.00 | 8,957.50 | 8,688.77 | 0.00 | 0.00 | 0.00 | 28.50 | 0.00 | -4.00 | 0.00 | |
| 001-0000-4500-11 - Class/Programs | | | | | | | | | | | | | |
| 7,129.50 | 6,936.73 | 1,398.00 | 15.00 | 6,425.50 | 6,232.73 | 0.00 | 0.00 | 0.00 | 245.00 | 0.00 | -954.00 | 0.00 | |
| 001-0000-4500-12 - League Fees | | | | | | | | | | | | | |
| 2,045.00 | 1,971.23 | 40.00 | 0.00 | 2,459.00 | 2,385.23 | 0.00 | 0.00 | 0.00 | 36.00 | 0.00 | -490.00 | 0.00 | |
| 001-0000-4500-13 - Before/After School | | | | | | | | | | | | | |
| 15,705.00 | 15,199.50 | 0.00 | 1,770.00 | 16,850.00 | 16,344.50 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -2,915.00 | 0.00 | |

Revenue By Period - GL Account Summary

Start Date: **5/1/2024 12:00 AM** End Date: **5/31/2024 11:59 PM**

Payment Methods: **CA, CK, CC, IC, EC, CR**

User(s)/Cashier(s): **- All -**

| 001-0000-4500-19 - Season Pool Pass | | | | | | | | | | | | |
|--|------------------|----------|----------|-----------|-----------|------|------|--------|----------|----------|------------|-----------|
| 4,365.50 | 4,237.42 | 33.50 | 0.00 | 4,269.00 | 4,140.92 | 0.00 | 0.00 | 0.00 | 85.50 | 0.00 | -22.50 | 0.00 |
| 001-0000-4500-20 - Daily Pool Fees | | | | | | | | | | | | |
| 3,595.00 | 3,535.45 | 1,610.00 | 0.00 | 1,985.00 | 1,925.45 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 001-0000-4500-21 - Swim Lessons | | | | | | | | | | | | |
| 2,849.72 | 2,687.01 | 60.00 | 0.00 | 5,423.75 | 5,261.04 | 0.00 | 0.00 | 0.00 | 31.25 | 0.00 | -2,665.28 | 0.00 |
| 001-0000-4500-22 - Aquatic Program/Classes | | | | | | | | | | | | |
| -459.50 | -480.78 | 223.00 | 0.00 | 708.50 | 687.22 | 0.00 | 0.00 | 0.00 | 13.50 | 0.00 | -1,404.50 | 0.00 |
| 001-0000-4760 - Pool Concessions | | | | | | | | | | | | |
| 847.25 | 839.90 | 604.50 | 0.00 | 242.75 | 235.40 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Split - Membership - Black & Gold | | | | | | | | | | | | |
| 5,397.00 | 5,247.87 | 345.00 | 81.00 | 4,971.00 | 4,821.87 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 65,714.51 | 63,797.46 | 6,883.00 | 1,866.00 | 63,897.83 | 61,980.78 | 0.00 | 0.00 | \$0.00 | 4,084.75 | 5,782.96 | -12,710.28 | -4,089.75 |

** Difference between GROSS and NET calculation is that NET uses CC (Net) value instead of CC (Gross) value

Sales Tax

| | | DEBITS | | | | | | | | | CREDITS | |
|---------|-------|--------|-------|------------|----------|-------------|-----------|-------------|-------------|-------|---------|-------|
| **Gross | **Net | Cash | Check | CC (Gross) | CC (Net) | ACH (Gross) | ACH (Net) | Internal CC | Acct Credit | Other | Refunds | Other |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | \$0.00 | 0.00 | 0.00 | | 0.00 |

** Difference between GROSS and NET calculation is that NET uses CC (Net) value instead of CC (Gross) value

Dashboard Summary: May 2024

Today is Tuesday, June 4, 2024

[Home](#)
[Recent Registrations](#)
[Recent Reservations](#)
[Recent Memberships](#)
[Recent Members](#)
[CRM+](#)

Time Period: Last 30 Days

Top 5 Programs - Registrations

| Program | Registrations |
|------------------------------|---------------|
| Connections Lunch 2024 05/10 | 30 |
| Connections Lunch 2024 05/17 | 25 |
| Connections Lunch 2024 06/07 | 20 |
| Connections Lunch 2024 06/07 | 15 |
| Connections Lunch 2024 06/07 | 10 |

Top 5 Programs - Revenue

| Program | Revenue |
|-----------------------------------|---------|
| Reesters Summer Camp WK 1 | \$1,100 |
| Reesters Summer Camp WK 7 | \$1,100 |
| Fall Outdoor Soccer-Hybrid 1st... | \$1,100 |
| Reesters Summer Camp WK 7 | \$1,100 |
| Reesters Summer Camp WK 1 | \$1,100 |

Total Program Registrations

493

- Online: 280
- In-house (In Person): 213

Total Receipts

\$67,621.58

- RecDesk Credit Card: [\\$54,175.83](#)
- Cash: [\\$7,670.50](#)
- Household Credit: [\\$3,999.25](#)
- Check: [\\$1,776.00](#)
- Refunds: [\\$14,210.78](#)

Invoices - Balance Due

- Open: [\\$89,380.99](#)
- Overdue: [\\$5,034.75](#)

Alerts & Notices

Membership Counts; May 2024:

Membership Counts (By Period)

| Time Range | From Date | To Date |
|-------------------------|-----------------------|------------------------|
| Last Month | 5/1/2024 | 5/31/2024 |

Summary By Month

| | May, 2024 |
|------------------|-----------|
| New Primaries | 249 |
| All New | 348 |
| Primary Renewals | 106 |
| All Renewals | 142 |
| Active Primaries | 2232 |
| All Active | 3156 |

Organization Activity; May 2024:

Organization Activity

From 5/5/2024 to 6/4/2024

| | Registrations | Reservations | Memberships | Check-Ins | Profiles Created | POS Transactions |
|--------------------|---------------|--------------|-------------|-----------|------------------|------------------|
| All | 493 | 96 | 572 | 5592 | 284 | 1512 |
| Resident | 312 | 61 | 443 | 3780 | 146 | |
| Non-Resident | 181 | 35 | 129 | 1812 | 138 | |
| No Residency Set | 0 | 0 | 0 | 0 | 0 | |
| Demographics | | | | | | |
| < 18 | 304 | 0 | 232 | 834 | 113 | |
| 18 - 65 | 50 | 88 | 283 | 2980 | 149 | |
| 65+ | 139 | 7 | 57 | 1778 | 22 | |
| Male | 217 | 45 | 323 | 3720 | 122 | |
| Female | 276 | 51 | 249 | 1871 | 162 | |
| Other Genders | 0 | 0 | 0 | 1 | 0 | |
| Online vs In-House | | | | | | |
| Online | 280 | 4 | 27 | N/A | 170 | |
| In-Person | 213 | 92 | 545 | N/A | 114 | |

Database Breakdown:

Residents: 14,494
Non-residents: 9,931
Total Database: 24,452

North Liberty (Residents) 14,491 (Outside city limits – 909)
Iowa City 2,332
Coralville 2,177
Tiffin 1,149
Solon 916
Oxford 207
Other 2,241



To **Mayor and City Council**
CC **City Administrator Ryan Heiar**
From **Street Superintendent Michael Pentecost**
Date **June 3, 2024**
Re **Street Department Staff Monthly Report for May**

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

- Locating of City Utilities (308 job tickets) ongoing
 - a. This is a decrease of 24% from May 2023
- Continued animal control services (13 responses to animal issues)
- Cemetery plot locates (3 in total)
- Projects/Meetings
 - a. Street Department Building Project
 - i. Bi-monthly progress meetings continue
 - ii. Electric, drywall, and HVAC systems are being installed
 - b. IDOT/Penn St bridge meeting
 - i. Pre-check of haul route roads
 - c. W Penn St Road Project
 - i. Weekly progress meetings held
 - ii. 16% of project complete
 - iii. Wet conditions have slowed progress, but contractor does not expect delays of completion date
 - d. Penn St / RR track project
 - i. Pre-construction meeting held
 - ii. Work to begin on June 10th and last approximately 3 weeks
- Training
 - a. Tools, machine guards, backhoe, securing loads on vehicles training by IAMU
 - b. Stop the Bleed tourniquet training by EMA
- Staff assisted with the following events on the weekends or after work hours
 - a. Remarkable Rigs
 - b. Girls on the Run
 - c. Grand Gable Bike Ride
 - d. Neighborhood Ambassador meeting with Community Growth Q/A session
- Sanitary Sewer
 - a. Inspecting/jetting/vac of system in the Penn/Cherry St area
 - b. Inspection of various manhole locations
 - c. Heritage Ct sewer plug/backup
 - i. Working with residents in area to educate and resolve the problem
- Construction plan review of proposed subdivisions and site plans

- Service work performed on equipment
- Storm Sewer
 - a. Video camera of several storm structures to determine repairs needed
 - b. Mowing of City ROW locations
- Street Sweeping operations completed this month
 - a. 89,300 lbs of debris removed from roads and kept out of the storm sewer system
 - b. Cost to dispose at landfill was \$2300
- Installation of all Blues & BBQ banners along Ranshaw Way and all roundabout locations
- Street Repairs
 - a. Pothole patch repairs in various locations
 - b. Gravel roads and shoulder grading
 - i. Hauled and spread 45 ton of crushed rock on 230th St, 240th St, and 270th St
- Street light repairs to underground electric structures on Cherry St
- Staff conducted monthly safety inspections for all street equipment and buildings
- Monthly warning siren testing in all 8 locations
 - a. Annual inspection and testing of all sirens/cabinets/batteries/solar panels and poles by our Whelen siren vendor
- Traffic Signals
 - a. Pedestrian crosswalk hardware replaced because of malfunctioning at Cherry St
 - b. Final repairs made on all signals damaged by semis with snow on trailers during winter
 - c. Damaged Penn/Ranshaw Way signal repairs expected in July or August when replacement poles are delivered
- Snow Operations
 - a. New plow truck delivered after 18 month build timeframe
 - b. Ordering, delivering, and stacking of salt inventory continues this month
 - c. Expecting to complete salt order of 800 Tons in early June



Blues & BBQ banner on streetlight at Ranshaw Way and Scales Bend Rd



New plow truck delivered



Mixing AG64 additive to road salt to improve ice/snow melting characteristics



Stacking road salt into storage shed



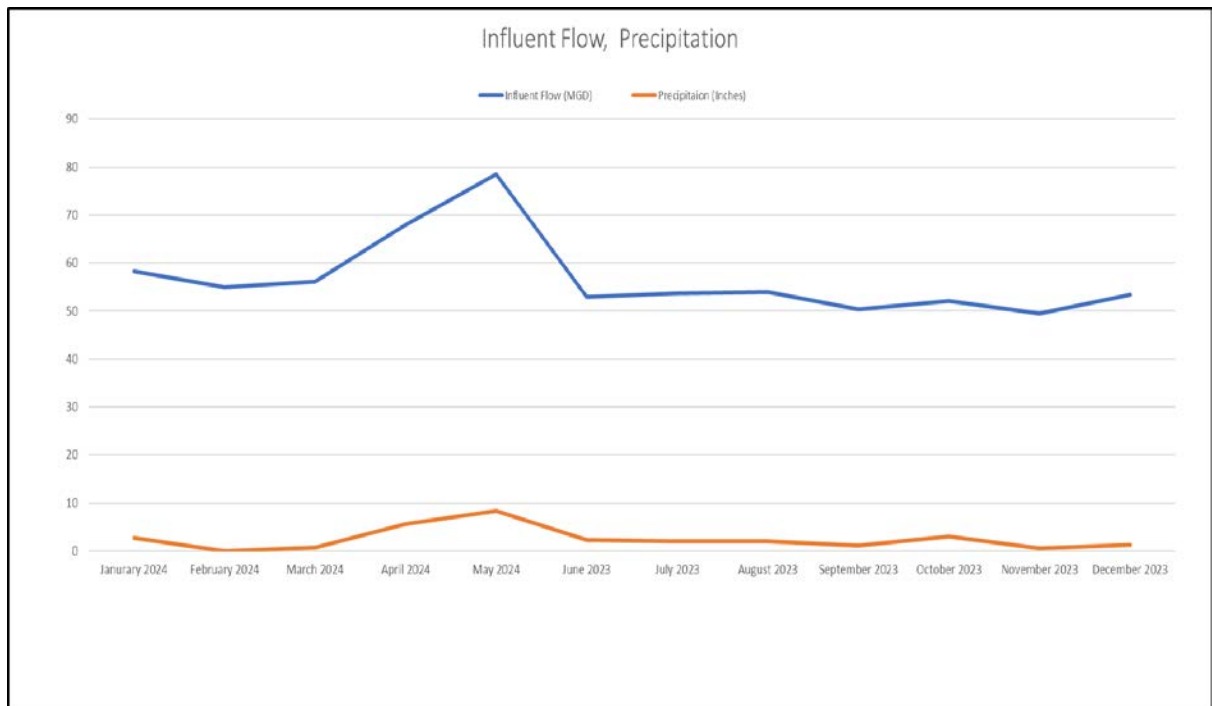
To **City Council, Mayor, and City Administrator**
From **Drew Lammers**
Date **June 1, 2024**
Re **May 2024 Water Pollution Control Plant (WPCP) Report**

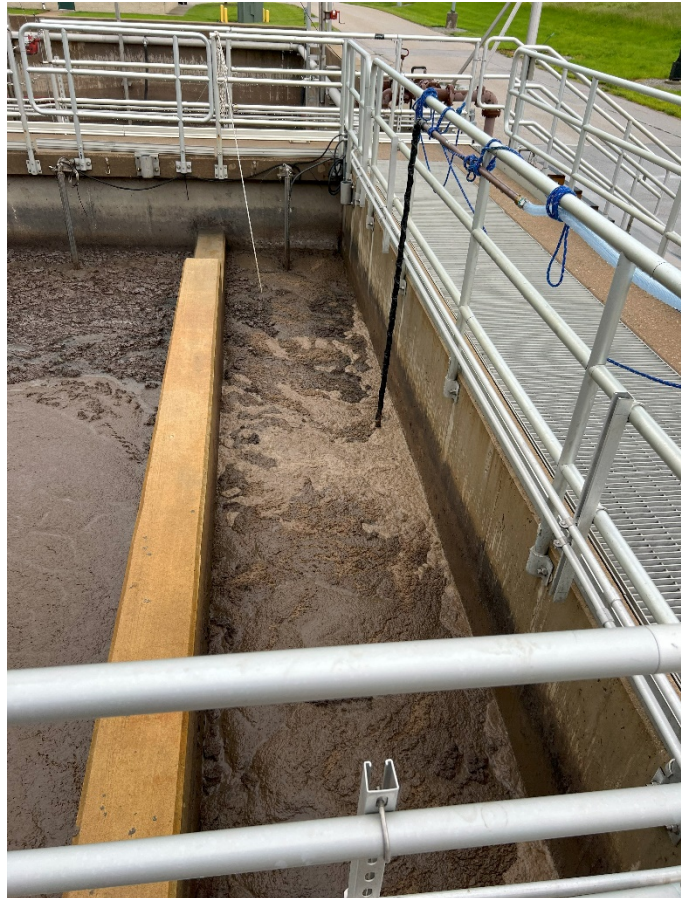
1. All scheduled preventative maintenance at the plant and lift stations was completed. **166 work orders** were completed throughout May. Maintenance staff performed annual inspections and cleaning on 9 lift stations. Pumps were pulled and serviced, floats and transducers were tested, pump alarms were simulated, and drawdown and flow rates were updated for each station.

Staff also replaced, repaired, and inspected air actuated header valves on the membrane permeate header systems.
2. This month's staff safety meeting topic was Forklift Safety and Trenching and Shoring. Staff completed target solutions training online and reviewed the training topics as a group.
3. Operations and Lab completed all monthly sample results and reports. Monthly Influent Flow Avg. was **2.53 MGD**. **1.07 MG** of solids were wasted from the biological tanks to digesters during May. Spring biosolids application is now complete at the field south of Tiffin. 1262.87 Wet Tons of biosolids fertilizer was applied. The additional biosolids hauled by the city allowed for approximately a 40% increase in applied biosolids compared to normal contracted hauling and gained us weeks of dewatered solids storage.
4. Operations staff started our first of three rounds of NPDES sample test collection. These tests are required by IDNR as part of our NPDES permit renewal that is due in 2025. The following set of samples will be collected throughout upcoming seasonal changes and submitted early 2025 as part of the application process.
5. WPCP is currently performing a pilot study on a tank mixing system using compressed air. This is considered a newer alternative to electric submersible mixers and could present operational, and equipment cost savings. We were supplied with a small control box and 1 diffuser for testing. Staff worked together to design and fabricate a small-scale portable air mixing system to operate in different tank basins. So far, we have some good data collection from our study. We plan to continue to operate this for a few more weeks before consulting with engineers about possible future implementation options.
6. Spring Chemical Recovery Cleans were completed on all 4 membrane trains. The membranes tanks were drained, washed down, and soaked overnight in an acid solution before being neutralized, rewashed and soaked in chlorine. All pre- and post-performance testing showed membrane improvements from the recovery cleans.

7. Annual generator preventative maintenance was completed on all facility and lift station generators. Every engine was serviced, and the generators were load banked (ran at 85% load) for several hours.
8. WPCP gave tours to Mid-Prairie Homeschool Program as well as Van Allen Elementary. We hosted approximately 50 people during each facility tour. Staff enjoys showing and explaining all of the treatment equipment and the students always have lots of great questions.
9. WPCP has an intern working with us this summer. Brady Robertson has completed 1 of a 2-year program at Kirkwood's – Water Environmental Technology Program. We are excited to have him join us and learn about the industry.

Drew Lammers - WPCP Superintendent





Air Mixing System – Pilot Equipment



To **North Liberty Mayor and City Council Members**
CC **City Administrator Ryan Heiar**
From **Water Superintendent Greg Metternich**
Date **May 31, 2024**
Re **Monthly Report – June 2024**

In the month of May, we treated a total of 39,979,000 gallons of water, our average daily flow was 1,290,000 gallons, and our maximum daily flow was 1,662,000 gallons. The total amount of water used in the distribution system was 7.95% lower than in May 2023.

We have had a busy month with 9,331 accounts read, 64 re-reads, 99 service orders, 390 shut-off notices delivered, 76 shut-offs, 58 re-connects for water service, 8 new meter set inspections, 8-meter change outs, 19 MIU change outs, assisted 16 customers with data logging information, 31 calls for service, and 6 after hour or emergency calls. Our monthly total service work averaged 32 service orders per day.

AAA Mechanical Contractors installed a new air conditioning system in the electrical building for wells 4 and 6. The sinewave filter for well 6 produces so much heat inside the building that without the air conditioning running while the well is in-service the VFD-drive will trip-out with an overheat alarm.

Maintenance staff finished generator maintenance/checks on all six of our units. They had to replace a fuel sensor on the generator at wells 8 and 9. Cartridge filters at the treatment plant were changed, and they replaced the oil pan on our 2014 F-350.

During our monthly safety checks it was discovered that a large surge protector in the electrical room at the treatment plant had failed. The replacement cost for the unit was \$12,000 dollars, Shay Electric contacted the manufacturer and found the unit was covered under warranty.

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 8,716 properties and have 563 unknowns. We were able to identify 282 services in the month of April. 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