



**North Liberty City Council
Regular Session
December 10, 2024**



City Administrator Memo



To **Mayor and City Council**
 From **Ryan Heiar, City Administrator**
 Date **December 6, 2024**
 Re **City Council Agenda December 10, 2024**

Consent Agenda

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

- City Council Minutes (11/26/24)
- Pay Application #9 and Project Acceptance, Streets & Maintenance Facility Interior Remodel Project, Peak Construction Group, \$31,084.56
- Centennial Park Event Complex, Pay Application #4, Larson Construction Co, Inc, \$327,190.09
- Fox Run Pond Trail Improvements, Change Order #1, Dennis Spencer Construction, \$6,054.07
- Fox Run Pond Trail Improvements, Pay Application #3, Dennis Spencer Construction, \$22,858.30
- Forevergreen Road Signal Project, Change Order #2, Eastern Iowa Excavating, \$30,164.25
- Forevergreen Road Signal Project, Pay Application #4, Eastern Iowa Excavating, \$140,469.51
- Liquor License Application – Bowldogs
- Liquor License Renewals – The Leaderboard & Red’s Alehouse
- Claims

Meetings & Events

Tuesday, Dec 10 at 6:00p.m.
City Council

Tuesday, Dec 24
Christmas Holiday – City Offices Closed

Wednesday, Dec 25
Christmas Holiday – City Offices Closed

Tuesday, Dec 31
New Year’s Holiday – City Offices Closed

Wednesday, Jan 1
New Year’s Holiday – City Offices Closed

NOTE: Only one Council meeting will occur in December, on Tuesday December 10. The second meeting in December is cancelled.

Freedom Park Trail Improvements Project

The City is planning to construct a 6-foot wide trail within Freedom Park (located adjacent to South Jones Boulevard) with connections to the existing neighborhood sidewalk and roadway trail. The project will be bid on December 19 and awarded at the January 14, 2025 City Council meeting. The project is estimated at \$130,000. Construction will be substantially complete by September 5, 2025.

ARPA Obligations

Per the Council’s direction, the remaining American Rescue Plan Act Funds will be obligated to United Action for Youth, \$5,000.00; Greater Iowa City, \$100,000.00; and Community Center Projects, \$206,610.00. The agreements obligating these funds are in the packet for Council consideration. Expenditures are summarized below.

Community Center ARPA Funds	
Funds Available	\$ 211,479
<u>Projects</u>	
Tuckpointing	\$ 72,996
DuctSox	\$ 42,000
NICC Parking Lot Design - Shive Hattery	\$ 45,000
NICC RTUs (1/\$25,920 of 5) - Johnson Controls	\$ 25,920
NICC Second Floor Windows - Yates & Yates	\$ 29,178
Total	\$ 215,094
Difference	\$ (3,615)

American Rescue Plan Act (ARPA) Allocation					AWARDED	REMAINING
Coronavirus State & Local Fiscal Recovery Funds					\$ 2,910,979	\$ -
Projects Funded	FY22	FY23	FY24	FY25	TOTAL	POTENTIAL
1. Domestic Violence Intervention Program	\$ 25,000				\$ 25,000	
2. North Liberty Community Pantry	\$ 100,000			\$ 250,000	\$ 350,000	
3. City Social Services Grants		\$ 150,000	\$ 155,000		\$ 305,000	
4. Storm Water GIS		\$ 200,000			\$ 200,000	
5. Centennial Park			\$ 1,000,000		\$ 1,000,000	
6. Ranshaw House Furnishings			\$ 40,000		\$ 40,000	
7. Affordable Housing Program			\$ 400,000		\$ 400,000	
8. Economic Development (Greater IC)				\$ 100,000	\$ 100,000	
9. Social Service Support (UAY)				\$ 5,000	\$ 5,000	
10. Liberty Centre Pond Repairs				\$ 132,000	\$ 132,000	
11. Leaf Vac Trailer				\$ 142,500	\$ 142,500	
12. Community Center Projects				\$ 211,479	\$ 211,479	
Total	\$ 125,000	\$ 350,000	\$ 1,595,000	\$ 840,979	\$ 2,910,979	\$ -
General Fund Transfer	\$ -	\$ 275,000	\$ 155,000	\$ -		\$ -
Equipment Revolving Transfer	\$ -	\$ -	\$ -	\$ 142,500		BALANCE
Stormwater Capital Transfer	\$ -	\$ -	\$ -	\$ 132,000		

USDA REDLG Loan Documents

The City will be receiving a \$360,000 USDA REDLG Loan via South Slope for the Centennial Park Event Complex. This is a 0% loan repaid over ten years. Council is being asked to approve the documents that allow the City to receive the loan.

Wayfinding Report

The North Liberty Signage and Wayfinding Assessment has been completed by City's consultant. This is the initial step in implementing wayfinding signs throughout the city. The assessment identifies top destinations in the city and provides locational recommendations for wayfinding signage. It also provides recommendations on types of wayfinding signs. The selected consultant suggested an additional two steps prior to engaging a sign fabricator: Step 2 – wayfinding assessment and conceptual plan at approximately 20K; and Step 3 – Wayfinding Assessment and Schematic Plan at approximately 30K. Staff feels comfortable that internal expertise allows portions of Step 2 to be deleted, and a combined Step 2/3 could be performed by a design consultant. Staff reached out to a separate consultant and based on the City's description of services, estimated the cost for the final design document to be approximately 30K. Staff recommends approval of the Signage and Wayfinding Assessment.

Solomons Landing Part Five

Public improvements for Solomon's Landing, which includes 49 single-unit residence – west side of North Jones Boulevard lots approximately ¼ mile north of West Penn Street – have been completed and inspected. There is public infrastructure outside of the boundary of the plat, so an easement agreement has been provided. Minor public improvements are not yet completed for the subdivision, so there is an escrow agreement to ensure completion. The final plat is consistent with the approved preliminary plat. Staff recommends approval of the final plat and agreements.

December Payables

With no second Council meeting scheduled for December, staff is seeking authorization to pay bills that may incur a late fee before the January 14 meeting. Staff recommends approval of a resolution authorizing the payment of certain bills in the month of December.

Grace Community Church Utility Extension and Annexation Agreement

Grace Community Church has requested the City extend water services to their parcel. Ordinarily the City will require annexation contemporaneously with such requests, and Grace is willing to do so, but the parcel is not yet available for annexation due to adjacency of City limits. In exchange for permission to connect to the City's water utility, Grace has agreed to submit an annexation request which can remain pending with the City until such time as the parcel can be incorporated into the City. Grace has also agreed

to abide by the City's design standards for any construction which takes place in the interim. Staff recommends approval.

Watts Rezoning

This rezoning request – south side of Denison Avenue approximately 300 feet west of South Alexander Way – from RS-6 Single-Unit Residence District to RS-9 Single-Unit Residence District would facilitate development of smaller lot home sites on the west side of the future block. Due to rising construction costs, the developer has indicated that the smaller home sites have been more in demand. This would increase the number of home sites from six to nine. Since this would be on the west side of future block, it would be compatible with the existing RS-9 properties to the west. The east side of the future block would remain RS-6, so it will be compatible with the RS-6 zoned properties to the east. A virtual good neighbor meeting was held on October 21, 2024. No one outside of City staff and the applicant attended the meeting. There are no objections to the request. The Planning Commission unanimously recommended approval of the request at its November 5 meeting. Staff recommends approval as well.

Liberty's Gate Lots 7 & 8 Rezoning

This rezoning request – south side of North Madison Ave approximately 350 feet east of Penn Court – is for the purpose of allowing a 36-unit multi-dwelling housing building and related infrastructure. This is one of a handful of lots in this subdivision which have been vacant for approximately 20 years. From a design perspective, commercial zoning is more desirable due to the required 60% masonry on all principal building elevations vs. the required 25% masonry on only the front principal building elevation. Also, if remaining commercial, a landscape buffer would be required along the south property line. Recent Zoning Ordinance amendments allowed multi-family in the C-2 District (although staff did not propose this allowance in the C-1-B District). Previously, it was only allowed as part of a PAD Planned Area Development. For example, multi-family was permitted on the property to the west (520 N Madison Ave) as part of a PAD. Staff considers this area a "second level" commercial location, where typical commercial uses like retail and restaurants would be appropriate. Therefore, it is staff's opinion that the C-2 zoning would be appropriate in the location. A preliminary site plan for the proposed development has been submitted and would be considered by City Council at the third reading of the rezoning. A virtual good neighbor meeting was held on October 21, 2024. A representative from the Chinese Church of Iowa City (abutting property to the east) had some general questions about the proposed development. There are no objections to the request. The Planning Commission unanimously recommended approval of the request at its November 5 meeting. Staff also recommends approval.

Fire Station #2 Rezoning

This City-initiated rezoning – north side of Saint Andrews Boulevard approximately 400 feet west of South Alexander Way – is for the purpose of updating the Zoning Map to reflect that the property is publicly owned and that a municipal building will be constructed in that location in the future. Good neighbor meetings are not required for City-initiated rezonings. There is only one property owner (who is aware of the City's intentions) outside the City of North Liberty within 200' of the property. Notably, this location was the result of substantial public input from surrounding property owners. There are no objections to the request. The Planning Commission unanimously recommended approval of the request at its November 5 meeting. Staff recommends approval as well.



Agenda



CITY COUNCIL
Tuesday, December 10, 2024
6:00 p.m.
Regular Session
Council Chambers
1. 360 N. Main Street

2. Call to order
3. Roll call
4. Approval of the Agenda
5. Consent Agenda
 - A. City Council Minutes, Regular Session, November 26, 2024
 - B. Streets and Maintenance Facility Interior Remodel, Pay Application Number 9, Peak Construction Group, \$31,084.56
 - C. Acceptance of the Streets and Maintenance Facility Interior Remodel Project
 - D. Centennial Park Event Complex, Pay Application Number 4, Larson Construction Co., Inc., \$327,190.09
 - E. Fox Run Pond Trail Improvements, Change Order Number 1, Dennis Spencer Construction, \$6,054.07
 - F. Fox Run Pond Trail Improvements, Pay Application Number 3, Dennis Spencer Construction, \$22,858.30
 - G. Forevergreen Road Signal Improvement, Change Order Number 2, Eastern Iowa Excavating & Concrete, \$30,164.25
 - H. Forevergreen Road Signal Improvement, Pay Application Number 4, Eastern Iowa Excavating & Concrete, \$140,469.51
 - I. Liquor License Application, Bowldogs
 - J. Liquor License Renewal, The Leaderboard
 - K. Liquor License Renewal, Red's Alehouse
 - L. Claims
6. Public Comment
7. Engineer Report
8. City Administrator Report
9. Mayor Report

10. Council Reports
11. Freedom Park Trail Improvements Project
 - A. Public Hearing regarding plans, specifications, and estimate of cost for the Freedom Park Trail Improvements Project
 - B. Resolution Number 2024-111, A Resolution finally approving and confirming plans, specifications, and estimate of cost for the Freedom Park Trail Improvements Project
12. American Rescue Plan Act (ARPA) Obligations
 - A. Resolution Number 2024-112, A Resolution approving the Agreement between the City of North Liberty and United Action for Youth
 - B. Resolution Number 2024-113, A Resolution approving the Agreement between the City of North Liberty and Greater Iowa City
 - C. Resolution Number 2024-114, A Resolution authorizing the obligation of American Rescue Plan Act (ARPA) funds for Community Center Projects and authorizing the transfer of funds
13. USDA Agreement
 - A. Resolution Number 2024-115, Resolution authorizing and approving an Initial Loan Agreement with South Slope Cooperative Telephone Company, providing for the issuance of a General Obligation Note and providing for the levy of taxes to pay the same
14. Wayfinding Report
 - A. Resolution Number 2024-116, A Resolution of the City Council adopting the Signage and Wayfinding Assessment
15. Solomons Landing - Part Five Final Plat
 - A. Resolution Number 2024-117, A Resolution approving the Off-Site Storm Sewer and Drainage Easement Agreement between Solomons Landing Owners' Association and the City of North Liberty for Solomons Landing – Part Five
 - B. Resolution Number 2024-118, A Resolution approving the Surety Agreement for Solomons Landing – Part Five between the City of North Liberty and Pratt Real Estate Management, Inc.
 - C. Resolution Number 2024-119, A Resolution approving the Final Plat and accepting Surety for Public Improvements for Solomons Landing – Part Five North Liberty, Iowa

16. Policy regarding payables for Council meeting
 - A. Resolution Number 2024-120, A Resolution establishing the policy for the payment of claims due to the cancellation of the second City Council meeting in December 2024

17. Grace Community Church Utility and Annexation Agreement
 - A. Resolution Number 2024-121, A Resolution approving the Utility Extension and Voluntary Annexation Agreement between the City of North Liberty and Grace Community Church

18. Watts Rezoning
 - A. Second consideration of Ordinance Number 2024-13, An Ordinance amending the Zoning Map District Designation for certain property located in North Liberty, Iowa from RS-6 Single-Unit Residence District to RS-9 Single-Unit Residence District

19. Liberty's Gate Lots 7 & 8 Rezoning
 - A. Second consideration of Ordinance Number 2024-14, An Ordinance amending the Zoning Map District designation for certain property located in North Liberty, Iowa from C-1-B General Commercial District to C-2 Highway Commercial District

20. Fire Station #2 Rezoning
 - A. Second consideration of Ordinance Number 2024-15, An Ordinance amending the Zoning Map District designation for certain property located in North Liberty, Iowa from ID Interim Development District to P Public District

21. Old Business

22. New Business

23. Adjournment



Consent Agenda



City Council
November 26, 2024
Regular Session

Call to order

Mayor Hoffman called the Tuesday, November 26, 2024, Regular Session of the North Liberty City Council to order at 6:00 p.m. in Council Chambers at 360 N. Main Street. Councilors present: Paul Park, Erek Sittig, Brent Smith, and Brian Wayson; absent: Brian Leibold.

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

Approval of the Agenda

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

Consent Agenda

Wayson moved, Park seconded to approve the Consent Agenda including the City Council Minutes, Regular Session, November 12, 2024; City Council Minutes, Special Session, November 14, 2024; FY 2024 Street Finance Report; FY 2024 Annual Financial Report; FY 2024 Annual Urban Renewal Report; Penn Meadows Park North Parking Lot Project, Pay Application Number 8, Midwest Concrete, \$85,011.25; Penn Meadows Park North Parking Lot Project, Midwest Concrete, Project Acceptance; and the attached list of Claims. The vote was all ayes. Consent Agenda approved.

Public Comment

No public comment was offered.

City Engineer Report

City Engineer Bilskemper reported on Freedom Park Trail Project, North Liberty Road Trail Project, Centennial Park Event Complex, Fox Run Park Trail, and Penn Meadows Park Parking Lot Project.

City Administrator Report

City Administrator Heiar reported that ARPA agreements will be on the December 10 agenda. Alexis Miller, new HR Director starts on Monday, December 2. Deb Hilton retires in January.

Mayor Report

Mayor Hoffman reported that he attended Community Thanksgiving Lunch and Pizza & Politicians. Mayor Hoffman proclaimed Small Business Saturday.

Council Reports

Councilor Wayson attended Pizza with Politicians and the MPOJC meeting. He provided a report on possible rapid bus line along CRANDIC rail line. Wayson expressed his appreciation to the Fire Department for training facility tour. Councilor Smith reported on a fire in town where he watched the department in action. Councilor Sittig offered a thank you to the Fire Department for a big month. He attended Living Room Connections at Library, North Liberty Lunch, Greater IC Annual Meeting, and Johnson County Affordable Housing Coalition meeting. Councilor Park attended the North Liberty Lunch and Greater IC Annual dinner.

FY 26 Budget Framework and Guidance

Heiar led the discussion on FY 26 budget framework and guidance. Feedback from Council included making funds available for transit, keeping things moving ahead for public art program, and the fact that the budget is pretty slim.

Watts Rezoning

At 6:31 p.m., Mayor Hoffman opened the Public Hearing regarding proposed rezoning. No oral or written comments were received. The public hearing was closed at 6:31 p.m.

Rusnak reported that staff and the Planning Commission recommend approval with no conditions.

No applicant presentation was offered.

Smith moved, Park seconded to approve the first consideration of Ordinance Number 2024-13, An Ordinance amending the Zoning Map District Designation for certain property located in North Liberty, Iowa from RS-6 Single-Unit Residence District to RS-9 Single-Unit Residence District. After discussion, the vote was: ayes – Sittig, Park, Smith, Wayson; nays -none; absent - Leibold. Motion carried.

Liberty's Gate Lots 7 & 8 Rezoning

At 6:34 p.m., Mayor Hoffman opened the Public Hearing regarding proposed rezoning. No oral or written comments were received. The public hearing was closed at 6:34 p.m.

Rusnak reported that staff and the Planning Commission recommend approval with no conditions. Council discussed the application with staff.

No applicant presentation was offered.

Sittig moved, Park seconded to approve the first consideration of Ordinance Number 2024-14, An Ordinance amending the Zoning Map District designation for certain property located in North Liberty, Iowa from C-1-B General Commercial District to C-2 Highway Commercial District. The vote was: ayes – Sittig, Park, Wayson, Smith; nays – none; absent –Leibold. Motion carried.

Fire Station #2 Rezoning

At 6:42 p.m., Mayor Hoffman opened the Public Hearing regarding proposed rezoning. No oral or written comments were received. The public hearing was closed at 6:42 p.m.

Rusnak reported that staff and the Planning Commission recommend approval with no conditions.

Wayson moved, Sittig seconded to approve the first consideration of Ordinance Number 2024-15, An Ordinance amending the Zoning Map District designation for certain property located in North Liberty, Iowa from ID Interim Development District to P Public District. The vote was: ayes – Wayson, Park, Sittig, Smith; nays – none; absent – Leibold. Motion carried.

Liberty's Gate Lots 4, 5, & 6 Site Plan

Rusnak reported that staff and the Planning Commission recommend approval with no conditions.

No applicant presentation was offered.

Park moved, Smith seconded to approve Resolution Number 2024-108, A Resolution approving the Preliminary Site Plan for Auditor's Parcel 2016-069, North Liberty, Iowa. After discussion, the vote was: ayes – Smith, Sittig, Wayson, Park; nays – none; absent – Leibold. Motion carried.

Shive Design Proposal

Sittig moved, Wayson seconded to approve Resolution Number 2024-109, A Resolution approving the Services Agreement between the City of North Liberty and Shive-Hattery, Inc. for the Ranshaw Way Phase 6 Project. The vote was: ayes – Wayson, Smith, Park, Sittig; nays – none; absent – Leibold. Motion carried.

2024A Bond Sale

Smith moved, Sittig seconded to approve Resolution Number 2024-110, A Resolution authorizing and approving a Loan Agreement providing for the issuance of \$9,195,000 General Obligation Corporate Purpose Bonds, Series 2024A, and providing for the levy of taxes to pay the same. The vote was: ayes – Wayson, Sittig, Smith, Park; nays – none; absent – Leibold. Motion carried.

Hodge Construction Company Rezoning

Smith moved, Sittig seconded to waive the rules requiring two considerations prior to final passage of an ordinance with respect to Ordinance Number 2024-10. After discussion, the vote was: ayes – Wayson, Smith, Park, Sittig; nays – none; absent – Leibold. Motion carried.

Park moved, Sittig seconded to approve the second and potentially final consideration and adoption of Ordinance Number 2024-10, An Ordinance amending the Zoning Map District designation for certain property located in North Liberty, Iowa from RM-21 Multi-Unit Residence District to C-3 Higher-Intensity Commercial District. The vote was: ayes – Smith, Sittig, Park, Wayson; nays – none; absent – Leibold. Motion carried.

North Jones LLC Rezoning

Sittig moved, Park seconded to approve the third consideration and adoption of Ordinance Number 2024-11, An Ordinance amending the Zoning Map District designation for certain property located in North Liberty, Iowa from RM-8 Multi-Unit Residence District to RM-12 Multi-Unit

Residence District. The vote was: ayes – Smith, Park, Sittig, Wayson; nays – none; absent – Leibold.
Motion carried.

Old Business

No old business was presented.

New Business

No new business was presented.

Adjournment

Park moved; Smith seconded to adjourn at 6:49 p.m. The vote was all ayes. Meeting adjourned.

CITY OF NORTH LIBERTY

By: _____
Chris Hoffman, Mayor

Attest: _____
Tracey Mulcahey, City Clerk

TO OWNER/CLIENT:

City of North Liberty
PO Box 77
North Liberty, Iowa 52317

PROJECT:

023-025 North Liberty Streets and Maintenance Facility - Interior Remodel
437 South Front Street
North Liberty, Iowa 52317

APPLICATION NO: 9

INVOICE NO: 9

PERIOD: 09/01/24 - 09/30/24

PROJECT NO: 023-025

FROM CONTRACTOR:

Peak Construction Group, Inc.
660 Liberty Way Unit C
North Liberty, Iowa 52317

VIA ARCHITECT/ENGINEER:

Chris Ciccariello (Shive Hattery)

CONTRACT DATE:

CONTRACT FOR: North Liberty Streets and Maintenance Facility

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum	\$608,000.00
2. Net change by change orders	\$13,690.63
3. Contract Sum to date (Line 1 ± 2)	\$621,690.63
4. Total completed and stored to date (Column G on detail sheet)	\$621,690.63
5. Retainage:	
a. 0.00% of completed work	\$0.00
b. 0.00% of stored material	\$0.00
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$0.00
6. Total earned less retainage (Line 4 less Line 5 Total)	\$621,690.63
7. Less previous certificates for payment (Line 6 from prior certificate)	\$590,606.07
8. Current payment due:	\$31,084.56
9. Balance to finish, including retainage (Line 3 less Line 6)	\$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$14,162.24	\$(471.61)
Total approved this month:	\$0.00	\$0.00
Totals:	\$14,162.24	\$(471.61)
Net change by change orders:	\$13,690.63	

The undersigned 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 which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Peak Construction Group, Inc.

Signed by: Kris Chyko
By: FE91FBE54C9C4DD Date: 9/24/2024

State of: Iowa
County of: Johnson
Subscribed and sworn to before me this 9/24/2024 day of



Notary Public: Ashley Roeder
My commission expires: 75B7513BEEFAA8B

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED: \$31,084.56

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

ARCHITECT/ENGINEER:

By: FORMER Date: 11/26/2024

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 the rights of the Owner/Client or Contractor under this Contract.

MEMORANDUM

TO: Ryan Heiar, City Administrator
FROM: Brian Gotwals, Shive-Hattery
DATE: December 3, 2024
RE: NL Streets and Maintenance Interior Remodel

Attached please find:

- Payment Application No. 9 (Final)
- As-Built Drawings

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

Please contact our office with any questions.

Sincerely,

SHIVE-HATTERY, INC.



Brian Gotwals

BLG

Enc. Pay Application 9 (Final)
As-built Drawings

Copy: Tracey Mulcahey, Assistant City Administrator
Michael Pentecost, Streets Director
Josiah Bilskemper, S-H



APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: City of North Liberty 360 North Main St. North Liberty, IA 52317	PROJECT: Centennial Park Event Complex 1565 St. Andrews Drive North Liberty, IA 52317	APPLICATION NO: 4 PERIOD TO: 11/30/2024 CONT. DATE: PROJECT NO: A1242 INVOICE NO: 11007	DISTRIBUTION TO: OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
FROM CONTRACTOR: LARSON CONSTRUCTION CO., INC. PO BOX 112 INDEPENDENCE, IA 50644	VIA ARCHITECT: Shive-Hattery 2839 Northgate Drive Iowa City, IA 52245		


CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM.....	\$	7,272,000.00
2. NET CHANGES IN THE WORK.....	\$	9,169.52
3. CONTRACT SUM TO DATE (Line 1+/-2).....	\$	7,281,169.52
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703).....	\$	1,668,141.58
5. RETAINAGE		
a. 5 % of Completed Work (Columns D+E on G703)	\$	59,551.87
b. % of Stored Material (Column F on G703)	\$	23,855.21
Total Retainage (Lines 5a + 5b, or Total in Column I of G703).....	\$	83,407.08
6. TOTAL EARNED LESS RETAINAGE.....	\$	1,584,734.50
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....		1,257,544.41
8. CURRENT PAYMENT DUE.....	\$	327,190.09
9. BALANCE TO FINISH, PLUS RETAINAGE		
	\$	5,696,435.02

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:
 By: John Larson Date: 12-04-24
 State of: Iowa
 County of: Buchanan
 Subscribed and sworn to before me this 4th day of Dec. 2024
 Notary Public: Heather Robinson
 My Commission expires: 5-7-25



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on evaluations of the Work and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their 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..... \$ 327,190.09
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: (NOTE: If Multiple Prime Contractors are responsible for performing portions of the Project, the Architect's Certification is not required.)

By: Abby Foster Date: 12-04-2024
 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 on the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 9,705.52	\$ 0.00
Total approved this month	\$ 0.00	\$ 536.00
TOTALS	\$ 9,705.52	\$ 536.00
NET CHANGES by Change Order	\$ 9,169.52	

CHANGE ORDER
For Local Public Agency Projects

No.: 1

Non-Substantial:

N/A

Substantial:

Administering Office
Concurrence Date

Accounting ID No. (5-digit number): N/A

Project Number: 2112305130

Contract Work Type: Fox Run Pond Trail Improvements

Local Public Agency: City of North Liberty

Contractor: Dennis Spencer Construction

Date Prepared: October 30, 2024

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

A - Description of change to be made:

33 - ADD item for "Modify Intake ST-4 & Replace 6-Inch Subdrain". Item includes all labor, equipment and materials required to furnish and install the pipe and fittings, removal of excavated material, porous trench backfill, and the concrete required to modify Intake ST-4.

34 - ADD item for "6-Inch Subdrain Replacement". Item includes all labor, equipment and materials required to furnish and install the pipe and fittings, removal of excavated material, and porous trench backfill.

REVISE Substantial Completion date in Agreement (1.1, C, 3.1) from September 4, 2024 to September 11, 2024.

B - Reason for change:

33 - The depth of the existing field tile was discovered to be too low to positively drain and connect into the new area drains as designed, so the existing tile was replaced with a new 6-inch subdrain that outlets at the ponds edge and the bottom of the intake was modified accordingly.

34 - Multiple field tiles that were unmapped and not known during design were discovered during excavation of the trail subgrade. It was determined in coordination with City staff that these tiles should be removed and replaced with new 6-inch perforated subdrains to reduce the need for future maintenance or replacement of the old tile lines under the new trail.

The Substantial Completion date was extended by 7 calendar days due to final grading delays caused by the third party playground installation crew.

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

33 - Agreed Lump Sum Price

34 - Agreed Linear Foot Price

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

33 - An agreed upon lump sum price for the work was established. Cost is considered reasonable for the scope of work to remove and replace the existing tile and modify the area drain intake ST-4.

34 - An agreed upon linear foot price for the work was established. Cost is considered reasonable based on the low (\$10.60/LF) and high (\$31.20) unit prices in the DOT summary of awarded unit prices from November 2023 thru October 2024. The proposed price is on the higher end but within the range of awarded unit prices for similar work. The small quantity and more difficult installation locations adjacent to the detention pond contribute to the higher unit price.

Change Order No.: 1

E - Contract time adjustment: No Working Days added Working Days added: 7-calendar Unknown at this time

Justification for selection:

7-calendar day extension due to delays caused by playground equipment installation contractor.

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
<input type="button" value="Add Row"/> <input type="button" value="Delete Row"/>						TOTAL	

G - Items not included in contract:

Participating				For deductions enter as "-x.xx"			
Federal-aid	State-aid	Change Number	Item Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
		CO-1	33	Modify Intake ST-4 & Replace 6-Inch Subdrain	\$3,045.02	1.000	\$3,045.02
		CO-1	34	6-Inch Subdrain Replacement	\$30.09	100.000	\$3,009.05
<input type="button" value="Add Row"/> <input type="button" value="Delete Row"/>						TOTAL	\$6,054.07

H. Signatures

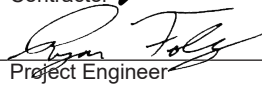
Agreed:



 Contractor

11/20/24
 Date

Recommended:



 Project Engineer

12/02/2024
 Date

Approved:

 Person in Responsible Charge

 Date

 Other (optional)

 Title

 Date

TO CONTRACTOR:
Shive Hattery
2839 Northgate Drive
Iowa City, IA 52245

PROJECT: Fox Run Pond Tail Improvements

APPLICATION NO: 3

Distribution to:

OWNER
 ARCHITECT
 GENERAL CONTRACTOR
 SUBCONTRACTOR

FROM SUBCONTRACTOR:
Dennis Spencer Construction
PO Box 2081
Iowa City, IA 52244

VIA ARCHITECT:

PERIOD TO: 11/30/2024

PROJECT #:
CONTRACT #:
CONTRACT DATE:

CONTRACT FOR: Fox Run Pond Trail Improvements

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM	\$	<u>172,500.05</u>
2. Net change by Change Orders	\$	<u>6,054.07</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	<u>178,554.12</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G)	\$	<u>174,319.57</u>
5. RETAINAGE:		
a. 5% of Completed Work (Column D + E)	\$	<u>8,715.98</u>
b. 0 % of Stored Material (Column F)	\$	<u>0.00</u>
Total Retainage (Lines 5a + 5b or Total in Column I)	\$	<u>8,715.98</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>165,603.59</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>142,745.29</u>
8. CURRENT PAYMENT DUE	\$	<u>22,858.30</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less 6)	\$	<u>12,950.53</u>

Alex Spencer November 20th, 2024
Signature Date

"FOR DENNIS SPENCER CONSTRUCTION USE ONLY"		
PM _____	SUPT _____	PREP: _____
VENDOR# _____	CAT. _____	
INVOICE # _____		
INVOICE DATE: _____		
CHECK AMOUNT = _____		PAY DATE: _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Contractor	\$0.00	
Total approved this Month	\$6,054.07	
TOTALS	\$6,054.07	
NET CHANGES by Change Order	\$6,054.07	

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

AMOUNT CERTIFIED
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.) **\$ 22,858.30**

ENGINEER: [Signature] Date: **12/03/2024**

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
For Local Public Agency Projects

No.: 02

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

Project Number: 2112302570

Kind of Work: Roadway Construction

Local Public Agency: North Liberty

Contractor: Eastern Iowa Excavating & Concrete, LLC.

Date Prepared: 12/03/2024

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

A - Description of change to be made:

- CO#2-2 - ADD an item for "Additional Exploratory Excavation"
- CO#2-3 - ADD an item for "Signal Luminaire Modifications"

B - Reason for change:

- CO#2-2 - Existing utilities were not marked or in different locations than located by One-Call and required a substantial amount of exploratory excavation efforts.
- CO#2-3 - Signal pole luminaires on the north side of each intersection require modification and replacement with a clamp bracket to be located over the mast arm of the signal pole.

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

- CO#2-2 - Agreed Upon Lump Sum Price
- CO#2-3 - Agreed Upon Lump Sum Price

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

- CO#2-2 - An agreed upon lump sum price for the work was established. The cost is considered reasonable for the time and equipment necessary to complete the work.
- CO#2-3 - An agreed upon lump sum price for the work was established. The cost is considered reasonable for the modifications of the existing luminaire bracket at placement of new clamping bracket with epoxy paint.

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

Justification for selection:
No working days added, no days charged for the added scope.

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
				Add Row	Delete Row	TOTAL

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
		CO#2-2	ADDITIONAL EXPLORATORY EXCAVATION	\$14,420.25	1.000	\$14,420.25
		CO#2-3	SIGNAL LUMINAIRE MODIFICATIONS	\$15,744.00	1.000	\$15,744.00
				Add Row	Delete Row	TOTAL
						\$30,164.25

H. Signatures

Agreed:  12/3/2024
 Contractor Date

Recommended:  12/3/2024
 Project Engineer Date

Approved: _____ Date _____ Other (optional) _____ Title _____ Date _____

Person in Responsible Charge

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGE(S)

TO OWNER: City of North Liberty
3 Quail Creek Circle
North Liberty, IA 52317

PROJECT: Forevergreen Road
Signal Improvement

APPLICATION NO: PP#4

Distribution to:

FROM CONTRACTOR:
EASTERN IOWA EXCAVATING & CONCRETE
P.O. BOX 189
CASCADE, IA 52033

VIA ENGINEER: Shive Hattery

PERIOD TO: 02-Dec-24

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ENGINEER
<input checked="" type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE: 25-Jan-24

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.

SEE ATTACHED SWORN STATEMENT FROM CONTRACTOR TO OWNER

1. ORIGINAL CONTRACT SUM	\$	1,344,361.00
2. Net change by Change Orders	\$	47,674.25
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	1,392,035.25
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	1,371,895.27
5. RETAINAGE: (Original Contract Only)		
a. 5 % of Completed Work (Column D + E on G703)	\$	68,594.76
b. 0 % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	68,594.76
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	1,303,300.51
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	1,155,508.40
8. CURRENT PAYMENT DUE	\$	147,792.11
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	88,734.74

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: EASTERN IOWA EXCAVATING & CONCRETE

By: [Signature]

Date: 12/02/24

State of Iowa County of Dubuque
Subscribed and sworn to before me: Grant Kramer
Notary Public: [Signature]
My Commission expires: April 26, 2026



ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the 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 \$ 147,792.11

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

ENGINEER: Shive Hattery

By: _____ Date: 02-Dec-24

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	\$17,510.00	\$0.00
Total approved this Month (#1)	\$30,164.25	
TOTALS	\$47,674.25	\$0.00
NET CHANGES by Change Order	\$47,674.25	\$0.00



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
SWANKY LLC	Bowldogs	(515) 288-3188		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1355 Hayes Lane	3	North Liberty	Johnson	52317
MAILING ADDRESS	CITY	STATE	ZIP	
2980 Dubuque Street Northeast	Iowa City	Iowa	52240	

Contact Person

NAME	PHONE	EMAIL
MARIA RUBI	(515) 288-3188	maria@communitycpa.com

License Information

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

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Dec 1, 2024	Nov 30, 2025	

SUB-PERMITS

Class C Retail Alcohol License

PRIVILEGES



Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
RACHEL ALBRECHT	Iowa City	Iowa	52240	OWNER	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

Founders Insurance Company

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



North Liberty Police Department

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

October 31, 2024

Liquor License Check

Business: BowlDogs
1355 Hayes Lane
North Liberty, IA 52317

Owners: Rachel Albrecht DOB: 06-30-1987

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

I recommend the license be granted.

This record check was conducted by Lieutenant Rueben Ross.





State of Iowa ABD approval statement from the following county department

Legal Name of Applicant: _____

Name of Business (DBA): _____

Address of Business: _____

Business Phone: _____

Email: _____

State of Iowa ABD License #: _____

Johnson County Health Department:

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

Name: _____

Title: _____ **Date:** _____

Signature: _____

COMMERCIAL RENTAL AGREEMENT

IT IS AGREED, on this 9th day of August, by and between:

LBA Management LLC (the "Landlord"), and

Swanky LLC (the "Tenants")

that the Landlord hereby rents to the Tenants, and Tenants hereby lease from the Landlord, the following-described premises situated in Johnson County, Iowa and legally described as follows, to-wit:

Lot 2, Solomons Commercial District Condominium Regim, Unit 3

Locally known as 1355 Hayes Lane, North Liberty, Iowa, 52317

with all improvements thereon, easements, and appurtenances to (the "Rental Unit"), upon the following terms, provisions, and conditions (the "Lease"):

1. TERM.

- a. The duration of this Lease shall be from October 15th, until and including January 1st 2044.
- b. After January 1st 2044 either party may terminate this lease by written notice of the intent to terminate, given at least ninety (90) days prior to the next time rent is due. Termination shall be effective ninety (90) days from the next periodic rent date.

2. RENT. Tenants agree to pay the Landlord, as rent for the term of this Lease, as follows:

- a. Tenants shall pay rent in the amount of \$ 1.00 per month, beginning November 1st.
- b. **Rent is payable on or before the 1st day of each month.**
- c. A late fee of 0% of the monthly rent amount after the 15th day of the month shall apply to rent unpaid when due.
- d. If rent remains unpaid on the 15th day of the month, the Landlord shall be entitled to serve a Notice of Default of Rent. If the rent remains unpaid after three (3) days from the date of service of said Notice (not including the date on which the Notice is served), this Agreement shall terminate and the Landlord shall be entitled to serve a Three-Day Notice to Quit and proceed with judicial eviction, pursuant to Iowa Code.
- e. A charge of **\$25.00** shall apply to rent checks that are dishonored, returned unpaid, stopped by the Tenants before presentment, or drawn on insufficient funds. If a check is dishonored, the Landlord may proceed with a civil remedy under Iowa Code and recover three times the face value of the check, as provided by law.
- f. Rent is payable to the Landlord's address, as listed below, or as otherwise directed by the Landlord.

3. UTILITIES. Utilities shall be furnished and paid for by the respective parties as follows. The Tenants is obligated to establish utilities in its own name on or before the date of possession.

The Tenants is encouraged to review the utility rates and billing history directly with the utility company furnishing the service. If the Tenants allows the utilities to revert to the Landlord prior to the expiration of tenancy, it will be considered a default event.

	Landlord	Tenants
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garbage / Trash Removal	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Telephone	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Janitorial	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Tenants, during the term of this Lease, shall pay, before delinquency, all charges for utilities and shall not allow the same to attach as liens against the Rental Unit.

Air-conditioning equipment and the maintenance thereof shall be furnished at the expense of the Landlord. Heating equipment and the maintenance thereof shall be furnished at the expense of the Landlord

4. **POSSESSION.** Tenants shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to the Landlord at the time and date of the end of this Lease term, except as herein otherwise expressly provided. Should the Landlord be unable to give possession on said date, Tenants shall be entitled to a rebate of pro rata rent and shall further have a cause of action for damages incurred as a result of the failure of the Landlord to deliver possession.
5. **USE OF THE PREMISES.** Tenants agree during the term of this Lease to use and to occupy the Rental Unit only for office space, and similar related uses regarding the same; however, Tenants may use said premises for any other lawful use or intended activities after obtaining Landlord's prior written consent, which consent shall not be unreasonably withheld. Tenants shall allow no illegal activity on the premises.
6. **TERMINATION OF LEASE AND DEFAULT OF TENANTS.** This Lease shall terminate upon the following events:
 - a. Expiration of the term or at the expiration of the option term or terms provided herein if said options are exercised.
 - b. After January 1st 2044, either party may terminate this lease by written notice of the intent to terminate, given at least ninety (90) days prior to the next time rent is due. Said termination shall be effective ninety (90) days from the next periodic rent date.
 - c. Upon default in payment of rent herein, provided the Landlord give the Tenants written Notice of Default of Rent specifying the amount of delinquent rent. If the rent remains unpaid after three (3) days from the date of service of said Notice (not including the date on which the Notice is served), this Agreement shall terminate and the Landlord shall be entitled to serve a Three-Day Notice to Quit and proceed with judicial eviction, pursuant to Iowa Code.

- d. Upon any other default by Tenants in accordance with the terms and provisions of this Lease, this Lease may be terminated at the option of the Landlord. Before any such termination, Landlord shall give Tenants a written notice specifying the default, or defaults, and stating that this Lease will be cancelled and forfeited ten (10) days after the giving of such notice, unless such default, or defaults, are remedied within such grace period.
- e. In the event Tenants are adjudicated bankrupt or in the event of a judicial sale or other transfer of Tenants' leasehold interest by reason of any bankruptcy or insolvency proceedings or by other operation of law, but not by death, and such bankruptcy, judicial sale or transfer has not been vacated or set aside within ten (10) days from the giving of notice thereof by Landlord to Tenants, then and in any such events, Landlord may, at its option, immediately terminate this Lease, reenter the premises, upon giving ten (10) days written notice by Landlord to Tenants, all to the extent permitted by applicable law.
- f. Acceptance of keys, advertising, and re-renting by the Landlord upon the Tenants' default shall be construed only as an effort to mitigate damages by the Landlord, and not as an agreement to terminate this Lease.

7. RIGHT OF EITHER PARTY TO MAKE GOOD ANY DEFAULT OF THE OTHER. If default shall be made by either party in the performance of, or compliance with, any of the terms, covenants, or conditions of this Lease, and such default shall have continued for thirty (30) days after written notice thereof from one part to the other, the person aggrieved, in addition to all other remedies now or hereafter provided by law, may, but need not, perform such term, covenant, or condition, or make good such default and any amount advanced shall be repaid forthwith on demand.

8. CARE AND MAINTENANCE OF THE PREMISES. Tenants take the Rental Unit in its present condition. Tenants, after taking possession of said premises and until the termination of this Lease and the actual removal of the Tenants from the premises, at their own expense, shall care for and maintain said premises and the building located thereon in a reasonably safe and serviceable condition, including the roof, structural part of the floor, walls, and other structural parts of the building located upon the premises. Tenants will furnish their own interior and exterior decorating for said building. Tenants shall not permit or allow said premises or the building located thereon to be damaged or depreciated in value by any act or negligence of the Tenants, their agents or employees. Without limiting the generality of the foregoing, Tenants will make necessary repairs to the sewer, plumbing, the water pipes, and electrical wiring. Tenants will be responsible for the plate glass in the windows of the building on the leased premises, and for maintaining the parking area, driveways, and sidewalks on and abutting the leased premises. Tenants shall make no structural alteration or improvements to the building upon the leased premises without the prior written approval of the Landlord.

Tenants will make no unlawful use of said premises and agrees to comply with all valid regulations of the Board of Health, City ordinances, or applicable municipality, the laws of the State of Iowa, and the Federal government, but this provision shall not be construed as creating any duty by Tenants to members of the general public. Tenants will not allow any trash of any kind to accumulate on said premises or on the alley or yard in front, side, or rear thereof, and it will remove same from the premises at its own expense. Tenants also agree to remove snow and ice and other obstacles from the sidewalk on or abutting the premises.

9. TENANTS IMPROVEMENTS. Tenants shall make no material alterations or improvements to the premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.

10. QUIET ENJOYMENT. Landlord covenants that its estate in said premises is fee simple title and that the Tenants on paying the rent herein reserved and performing all of the agreements by the Tenants to be performed as provided in this Lease shall and may peaceably have, hold, and

enjoy the demised premises for the term of this Lease, free from molestation, eviction, or disturbance by the Landlord or any other persons or legal entity whatsoever.

11. **RIGHT OF INSPECTION.** Notwithstanding the right of the Tenants to quiet enjoyment of the premises, the Landlord shall have free access to said premises at any and all reasonable times to inspect the same and for purposes pertaining to the rights of the Landlord.
12. **SURRENDER OF PREMISES AT END OF LEASE TERM.** Tenants agree that upon the termination of this Lease, they will surrender, yield up, and deliver the leased premises to the Landlord. The Rental Unit shall be in good and clean condition, normal wear and tear excepted, or damage without fault or liability of Tenants.

Tenants may, at the expiration of the term of this Lease, or renewal or renewals thereof, or at a reasonable time thereafter as solely determined by Landlord, if Tenants is not in default hereunder, remove any trade fixtures or trade equipment which said Tenants have installed in the leased premises, providing said Tenants repair any and all damages caused by removal.

Continued possession, beyond the expiration date of the term of this Lease, by the Tenants, coupled with the receipt of the specified rental by the Landlord (and absent a written agreement by both parties for an extension of this Lease, or for a new Lease) shall constitute a month-to-month extension of this Lease.

13. **ASSIGNMENT AND SUBLETTING.** Tenants may not assign this Lease or sublet any or the leased premises.
14. **TAXES.** All real estate taxes levied or assessed by any lawful authority against said real estate which would become delinquent if not paid during the term of this Lease shall be paid by the Tenants. Payments shall be made directly by Tenants to the Landlord, who shall in turn pay the County Treasurer therefor. Said payments shall be paid by the Tenants to the Landlord before said taxes become delinquent.
15. **INSURANCE.** At all times during the term of this Lease, the Tenants, at its sole expense and cost, shall keep insured in the name of the Landlord the buildings and improvements located upon the leased premises against fire, lightning, windstorm, and other perils included within the extended coverage insurance in good and responsible insurance companies, acceptable to the Landlord, which are authorized to do business in the State of Iowa, and in such amounts as may be mutually agreed upon by the Landlord and Tenants from time to time, but in no event less than the full insurable replacement value thereof. The proceeds of said insurance policies shall first be used to repair and restore the damaged property covered by said policies and the excess, if any, of said proceeds not used for said property, shall be the sole and absolute property of the Landlord. The Landlord shall not be required to pay any additional monies above said proceeds for the repair or restoration of the damaged premises.
16. **INDEMNITY AND LIABILITY INSURANCE.** Tenants will protect, indemnify, and hold harmless the Landlord from and against any and all loss, costs, damage, and expenses occasioned by or arising out of any accident or other occurrence causing or inflicting injury and/or damage to any person or property, happening or done, in, upon, or about the leased premises, or due directly or indirectly to the Tenants use or occupancy thereof, or any part thereof by the Tenants or any person claiming through or under the Tenants. The Tenants further covenants and agrees that it will at its own expense procure and maintain casualty and liability insurance in a responsible company or companies authorized to do business in the State of Iowa, in amounts not less than \$ 0,000.00 for any on person injured and \$ 0,000.00 for any one accident, and with limits of \$ 0,000.00 for property damage, protecting the Landlord against such claim, damages, costs, or expenses on account of injury to any person or persons, or to any property belonging to any person or persons, by reason of such casualty, accident, or other happening, no or about the demised premises during the term of this Lease. Certificates or copies of said policies, naming

the Landlord and providing for fifteen (15) days' notice to the Landlord before cancellation, shall be delivered to the Landlord within twenty days after the date of the beginning of the term of this Lease.

17. **FIRE AND CASUALTY.** In the event of a partial destruction of or damage to the leased premises, which is a business interference or which prevents the conducting of a normal business operation and which damage is reasonably repairable within sixty (60) days after the event, this Lease shall not terminate but the rent for the leased premises shall be paid as follows: Tenants shall obtain insurance for loss of income during such circumstances at lease adequate to cover the rent payments provided herein. In the event of partial destruction, Landlord shall repair such damages within sixty days of its occurrence unless prevented from doing so by acts of nature, the elements, the public enemy, strikes, riots, insurrection, government, regulations, city ordinances, labor, material, or transportation shortages, or other causes beyond the Landlord's reasonable control. Any cost of such repairs above and proceeds of the insurance policy required to be carried pursuant to the foregoing paragraphs of this Lease shall be paid by the Tenants.

Should the Zoning Ordinance of the city or municipality in which this property is located make it impossible for Landlord, using diligent and timely effort to obtain necessary permits and to repair and/or rebuild so that Tenants is not able to conduct its business on these premises, then such partial destruction shall be treated as a total destruction as in the next paragraph provided.

In the event of a destruction of or damage to the leases premises to that Tenants is not able to conduct its business on the premises or the then-current legal use for which the premises are being used and which damages cannot be repaired within ninety (90) days, this Lease may be terminated at the option of either the Landlord or Tenants. Such termination in such event shall be effected by written notice of one party to the other, within twenty (20) days after such destruction. Tenants shall surrender possession within ten (10) days after such notice issues, and each party shall be released from all further obligations hereunder, Tenants paying rental pro rata only to the date of such destruction. In the event of such termination of this Lease, Landlord at its option, may rebuild or not, according to its own wishes and needs.

18. **CONDEMNATION.** If the whole of the premises shall be taken through condemnation proceedings, or by private purchase in lieu thereof, then this Lease shall automatically terminate as of the date that title shall be taken. If any part of the premises shall be taken so as to render the remainder thereof unusable for the purposes for which the premises were leased, then Landlord and Tenants shall have the right to terminate this Lease on thirty (30) days' written notice to the other given within thirty (30) days after the date of such taking. If any part of the premises shall be so taken as to not render the remainder thereof unusable for the purposes for which the premises were leased, then this Lease shall not be terminated.

All compensation awarded or paid upon such total or partial taking of the premises shall belong to and be the property of the Landlord without any participation by the Tenants; provided, however, that nothing contained herein shall be construed to preclude Tenants from prosecuting any claims directly against the condemning authority for loss of business, depreciation to, damage to, and/or cost or removal of, and/or value of stock and/or trade fixtures, furniture, and other personal property belonging to the Tenants; provided, however, that no such claim shall diminish or otherwise adversely affect Landlord's award.

19. **SIGNS.** Landlord shall provide signage for the Tenants on the outside monument sign and on the inside lobby sign. The Tenants shall have no other right and privilege of attaching, affixing, painting, or exhibiting signs on the leased premises.

Landlord during the last ninety (90) days of this Lease, shall have the right to maintain on the premises a "For Rent" or "For Sale" sign and Tenants will permit, at such time, prospective tenants or buyers to enter and examine the premises.

20. **MULTI-LEASE PROPERTY.** If the contractual terms are a Business Lease Multi-Tenant Property, then the terms and conditions of the Multi-Tenant Property shall be incorporated and merged into this lease. If any conflicting terms, the terms and conditions of this lease shall govern and control over the Multi-Tenant Lease.
21. **MECHANIC'S LIENS.** Neither the Tenants nor anyone claiming by, through, or under the Tenants, shall have the right to file or place any mechanic's lien or other lien of any kind or character whatsoever, upon said premises, or upon any building or improvement thereof, or upon the leasehold interest of the Tenants therein, and notice is hereby given that no contractor, subcontractor, or anyone else who may furnish any material, service, or labor for any building, improvements, alteration, repairs, or any part thereof, shall at any time be or become entitled to any lien thereon, and for the further security of the Landlord, the Tenants covenants and agrees to give actual notice thereof, in advance, to any and all contractors and subcontractors who may furnish or agree to furnish any such material, service, or labor.
22. **CUMULATIVE RIGHTS.** The various rights, powers, options, elections, and remedies of either part, provided in this Lease, shall be construed as cumulative, and no one of them as exclusive of the others, or exclusive of any rights, remedies, or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied, or undischarged.
23. **NOTICES AND DEMANDS.** Notices as provided for in this Lease shall be given to the respective parties hereto at the respective addresses designated below unless either party notifies the other, in writing, or a different address. Without prejudice to any other method of notifying a part in writing or making a demand or other communication, such message shall be considered given under the terms of this Lease when sent, addressed as designated, postage prepaid, by registered or certified mail, return receipt requested, by the United States Mail and so deposited in a United States Mail mailbox, regardless of whether the Tenants signs for the certified or restricted mail.
24. **PROVISIONS TO BIND AND BENEFIT SUCCESSORS AND/OR ASSIGNS.** Each and every covenant and agreement herein contained shall extend to and shall be binding upon the respective successors, heirs, administrators, executors, and assigns of the parties hereto.
25. **ATTORNEY'S FEES.** In case of any action, or in any proceedings in any Court to remove the Tenants from possession, to enforce the rights and obligations of either the Tenants or the Landlord, to collect any sums payable or secured herein, to protect the lien or title herein of Landlord, or in any other case, the parties agree that the prevailing party may be entitled to recover reasonable attorney's fees.
26. **ENTIRE AGREEMENT / CHANGES TO BE IN WRITING.** None of the covenants, provisions, terms, or conditions of this Lease to be kept or performed by the Landlord or Tenants shall be in any manner modified, waived, or abandoned, except by a written instrument duly executed by the parties and delivered to the Landlord and Tenants. Neither the Tenants nor the Landlord may rely on oral statements, representations, or promises with respect to this Lease; the Rental Unit; any repairs, alterations, or improvements; or any change in the terms of tenancy. The Lease contains the whole agreement of the parties.
27. **GENERAL PROVISIONS.** In the performance of each part of this Lease, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. Waiver of any default shall not constitute a waiver of any subsequent default. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Lease. Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender according to the context.

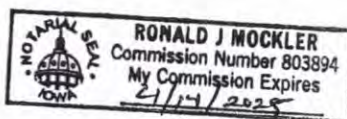
Rachel Albrecht has read and understands each and every term of this Lease Agreement prior to its execution and fully understands that Swanky LLC is obligated to pay money under the terms of this Lease Agreement.

STATE OF IOWA)
)
) SS:
COUNTY OF Johnson)

Dated: 9/3/2024

On this 9th day of August, 2024, before me the undersigned, a Notary Public in and for said State, personally appeared _____, to me known to be the identical person named in and who executed the foregoing document and acknowledged that he executed the same as his voluntary act and deed.

Rachel A Albrecht
PERSONAL GUARANTOR/TENANT



[Signature]
Notary Public in and for said State

STATE OF IOWA)
)
) SS:
COUNTY OF Johnson)

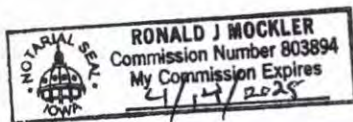
Dated: 9/10/24

On this 3rd day of September, 2024, before me the undersigned, a Notary Public in and for said State, personally appeared Rachel A. Albrecht, to me personally known, and who being by me duly sworn, did say that that person is the _____ of _____, that no seal has been procured by the said corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

by:

Rachel A Albrecht
TENANT

[Signature]
Notary Public in and for said State



ZONING CERTIFICATE

This certificate issued pursuant to the requirements of the zoning code. The owner and tenant agree to maintain zoning code requirements. The City of North Liberty authorizes the following use:

Permit #:20241012

Property Owner: LBA MANAGEMENT LLC **Address:** 1780 CEDAR SPRINGS CT NORTH LIBERTY, IA, 52317

Bowldogs **Address:** 1355 HAYES LN UNIT 3 NORTH LIBERTY, IA 52317

Certificate Covers: Zoned C-2. Amusement Facility- Indoor.

Special Condition of the Certificate:

Issued By: Clint Conklin

Date Issued: 11/01/2024



Zoning Compliance Certificate Application

Fee \$25

Planning Department
319-626-5728
Building Department
319-626-5713

Please provide the following information:

Property Address: <u>1355 Hayes Lane Suite 3</u>						
Name of Applying Business: <u>Bowldogs</u>				Rents this space <input type="radio"/>	Owns this space <input checked="" type="radio"/>	
Applicant Name: <u>Rachel Albrecht</u>						
Address: <u>2980 Dubuque St NE, Iowa City, IA 52240</u>						
Phone number(s) cell: <u>(319) 331-6556</u>			alternate phone: <u>(319) 471-2562</u>			
Email Address: <u>rachelmutnick7@gmail.com</u>						
Please indicate proposed uses and NOTE THE SQUARE FOOTAGE FOR EACH USE IN THE APPLICABLE BOX Total height of shelved items is over 12 feet <input type="radio"/> YES <input type="radio"/> NO <input checked="" type="radio"/> Combustible	PERMANENT RETAIL FIREWORKS SALES	TEMPORARY TENT FIREWORKS SALES	RETAIL	SCHOOL	HOME OCCUPATION	DAYCARE
	0	0	364	0	0	0
	ENCLOSED VEHICLE STORAGE	MINOR VEHICLE REPAIR	HOTEL/MOTEL	RESTAURANT	RESIDENTIAL	PLACES OF WORSHIP
	0	0	0	2645	0	0
	EQUIPMENT SALES	MAJOR VEHICLE REPAIR	VEHICLE SALES	PARKING FACILITY	OUTDOOR DISPLAY	OUTDOOR STORAGE
0	0	0	0	0	0	
INCIDENTAL STORAGE OF COMBUSTIBLES	INCIDENTAL STORAGE OF NONCOMBUSTIBLES	INCIDENTAL STORAGE OF HAZARDOUS MATERIAL	SMALL ANIMAL CARE	MEDICAL	OFFICE	
0	280	0	0	0	350	
WAREHOUSE STORAGE OF COMBUSTIBLES	WAREHOUSE STORAGE OF NONCOMBUSTIBLES	WAREHOUSE STORAGE OF HAZARDOUS MATERIAL	MANUFACTURER	FUELING STATION	OTHER	
0	0	0	0	0	16451	
Describe IN DETAIL the use or uses of this space: Bowldogs is a family entertainment center with 16 total lanes of bowling (4 separated into a VIP section), 2 lanes of hatchet throwing (2 targets/lane) that are housed within a cage for safety, a mezzanine overlooking the lanes that has 2 dart boards and 3 pool						
Provide Start-up date: <u>~12/1/2024</u>			Provide Number of Employees: <u>~60</u>			
Will ALL ACTIVITIES associated with the proposed use be within structure(s) or buildings? If no, describe the activity:				YES <input checked="" type="radio"/> NO <input type="radio"/>		
Owner's Certifications: By signing or typing your name, you certify that the information contained in this application and on any accompanying documents is true, that you have the permission of the property owner to perform the work herein described, and that you will comply with Code and covenant restrictions for this property. [Note: Separate applications are required for building, electrical, plumbing, heating, cooling, signs, sewer, and water service.] ONE SIGNATURE & DATE REQUIRED						
Signature of Authorized Agent: _____			Date: _____			
Signature of Owner: <u>Rachel A. Albrecht</u>			Date: <u>10/30/24</u>			



PERMIT

PERMIT FEE: \$50.00
PERMIT STATUS: Issued

319-626-5713
www.northlibertyiowa.org

PERMIT INFORMATION

Permit No.	20240883		
Permit Type:	FOG	Request Type:	FOG
Expiration Date:	10/01/2025		
Project Description:	FOG Annual Permit		
Applicant:	Bowldogs		
Property Address:	1355 HAYES LN UNIT 3		
Special Conditions of the Permit:	Submit records to the City after each grease trap cleaning.		

CONTRACTORS

Save Our Sink Licensed Contractor

INSPECTIONS

To schedule an inspection call 319-626-5713

CONDITIONS OF THE PERMIT

The applicant acknowledges the plan review report dated and concurs to address the comments, conditions or additional requirements specified in the plan review report.

NOTICE

The issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent the building official from requiring the correction of errors in the construction documents and other data. It shall be the duty of every person who performs work under this permit to comply with North Liberty’s codes. The permit holder or his agent shall make or cause to be made the inspections noted on this permit. No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made until the building official has issued a certificate of occupancy. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Certificates presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid. A permit shall not be valid until the fees prescribed by law have been paid. Nor shall an amendment to a permit be released until the additional fee, if any, has been paid.



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
US CORRIDOR ENTERTAINMENT LLC	THE LEADERBOARD	(319) 383-6821		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
680 MEADE DR	SUITE 3-5	North Liberty	Johnson	52317
MAILING ADDRESS	CITY	STATE	ZIP	
910 Pheasant Ln	North Liberty	Iowa	52317	

Contact Person

NAME	PHONE	EMAIL
GRANT UDING	(319) 383-6821	grant.uding@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0044966	Class C Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Nov 15, 2023	Nov 14, 2024	

SUB-PERMITS

Class C Retail Alcohol License



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Sarah Uding	North Liberty	Iowa	52317	Owner	51.00	Yes
Grant Uding	North Liberty	Iowa	52317	Vice-President	49.00	Yes

Insurance Company Information

INSURANCE COMPANY

Illinois Casualty Co

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



North Liberty Police Department

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

November 27, 2024

Liquor License Check

Business: The Leaderboard Bar
680 Meade Drive
North Liberty, IA 52317

Owner: Grant Uding (05/21/1990)
Sarah Uding DOB: (01/28/1989)

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

I recommend the license be granted.

This record check was conducted by Lieutenant Rueben Ross.





North Liberty Police Department

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

October 8, 2024

Liquor License Check

Business: The Leaderboard Bar
680 Meade Drive
North Liberty, IA 52317

Owner:	Grant Uding	(DOB: 1990)
	Joshua Smith	(DOB: 1987)
	Yvonne O'Neill	(DOB: 1961)

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

I recommend the license be granted.

This record check was conducted by Lieutenant Rueben Ross.





State of Iowa

Alcoholic Beverages Division

Applicant

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

Contact Person

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

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0036590	Class C Retail Alcohol License	12 Month	Submitted to Local Authority
TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS	
Jan 5, 2025	Jan 4, 2026		
SUB-PERMITS			
Class C Retail Alcohol License			



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Corporation

Ownership

• Individual Owners

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

Insurance Company Information

INSURANCE COMPANY

Society Insurance

POLICY EFFECTIVE DATE

Jan 5, 2025

POLICY EXPIRATION DATE

Jan 5, 2026

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



State of Iowa ABD approval statement from the following county department

Legal Name of Applicant: Chrisma, Inc

Name of Business (DBA): Red's Alehouse

Address of Business: 405 N Dubuque St North Liberty, IA 52317

Business Phone: 319-626-2100

Email: fpswiftia@gmail.com


State of Iowa ABD License #: LC0036590

Johnson County Health Department:

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

Name: Rob Thul

Title: EHM **Date:** 11.26.2024

Signature:  Digitally signed by Rob Thul
Date: 2024.11.26 12:29:48 -06'00'



North Liberty Police Department

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

November 27, 2024

Liquor License Check

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

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

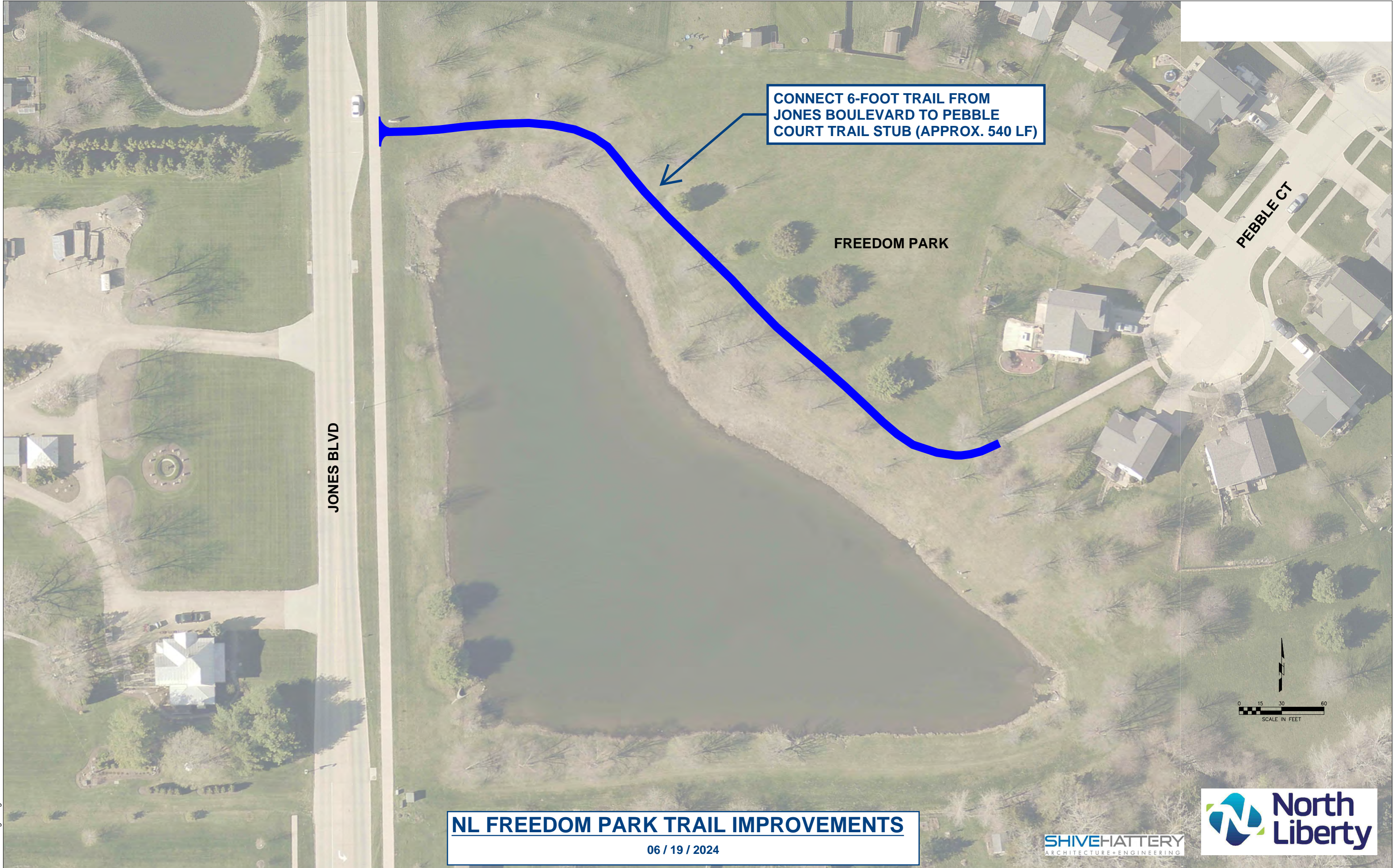
The North Liberty Police Department does not have any documented contacts with the owners or premise in conflict with their liquor license.

I recommend the license be granted.

This record check was conducted by Lieutenant Rueben Ross.



Freedom Park Trail Improvements Project

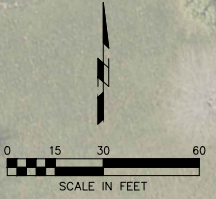


CONNECT 6-FOOT TRAIL FROM
JONES BOULEVARD TO PEBBLE
COURT TRAIL STUB (APPROX. 540 LF)

FREEDOM PARK

JONES BLVD

PEBBLE CT



NL FREEDOM PARK TRAIL IMPROVEMENTS

06 / 19 / 2024



Drawing1.dwg

Resolution No. 2024-111

RESOLUTION FINALLY APPROVING AND CONFIRMING PLANS, SPECIFICATIONS, AND ESTIMATE OF COST FOR THE FREEDOM PARK TRAIL IMPROVEMENTS PROJECT

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

WHEREAS, a hearing has been held on the Contract Documents on December 10, 2024;

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

Section 1. The City Council will receive bids for the Project on December 19, 2024 at 10:00 a.m. At such time and place the City Clerk will open such bids received and announce the results thereof. The City Council will consider bids received at the City Council meeting to be held on January 14, 2025 at 6:00 p.m. in Council Chambers at 360 N. Main Street, North Liberty, Iowa.

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

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

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

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

APPROVED AND ADOPTED this 10th day of December , 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



American Rescue Plan Act Fund Obligations

AGREEMENT

THIS AGREEMENT (the "Agreement") entered into as of this 25th day of November, 2024, by and between the City of North Liberty, an Iowa municipal corporation, PO Box 77, North Liberty, Iowa 52317 (hereafter referred to as the "City") and United Action for Youth, an Iowa nonprofit corporation (hereafter referred to as "UAY").

WHEREAS, the City received monies from the federal government through the American Rescue Plan Act ("ARPA"); and

WHEREAS, Section 364.1 of the Code of Iowa, states that a city may exercise any power and perform any function it deems appropriate to protect and preserve the rights, privileges and property of the city or of its residents, and to preserve and improve the peace, safety, health, welfare, comfort and convenience of its residents; and

WHEREAS, in strict compliance with applicable rules promulgated for ARPA, the City Council of the City of North Liberty has deemed it necessary and desirable to grant some of its ARPA allocation to UAY, which shall be used as a one-time contribution to provide support for UAY's Transitional Living Program, serving young people experiencing homelessness; and

WHEREAS, the parties have agreed to enter into this Agreement to outline the obligations of UAY when spending city funds.

WHEREFORE, the parties agree as follows:

1. Scope of Services provided by UAY. The funding provided to UAY as part of this Agreement will be specifically applied toward the operation of a Transitional Living Program. UAY acknowledges and agrees that it is familiar with the rules promulgated under ARPA and that all expenditures of funds under this Agreement will comply with all applicable ARPA rules and regulations.
2. Funding. Upon the execution of this Agreement by UAY and approval and execution of this Agreement by the City, the City shall submit the sum of \$5,000 to UAY, said sum being due and payable to UAY after November 26, 2024.
3. Non-discrimination. UAY shall not commit any of the following employment practices in connection with or while rendering services hereunder and does hereby expressly agree to prohibit the following practices from being committed by any subcontractors engaged by UAY as part of providing its services:
 - a. To discharge or refuse to hire any individual because of their race, color, religion, gender, national origin, disability, age, marital status, sexual orientation or gender identity.
 - b. To discriminate against any individual in terms, conditions, or privileges of employment because of their race, color, religion, gender, national origin,

disability, age, marital status, sexual orientation or gender identity.

4. Reporting. As part of this Agreement, UAY shall file a report with the City Clerk of the City detailing the uses of the funds provided to UAY under this Agreement, including specifically projects supported within the City of North Liberty.
5. Indemnification. UAY shall indemnify, defend and hold the City, its employees, elected officials, officers and agents from any and all liability for loss, cost, damage and expenses (including reasonable attorneys' fees and costs) resulting from or incurred by any acts or omissions of UAY, its officers, employees and agents during the term of this agreement.
6. Cooperation with City audit. UAY agrees to cooperate, provide documentation and discuss this Agreement if inquiries are made by the accounting firm hired by the City to conduct its required annual audit.
7. Assignment. This Agreement may not be assigned by either party without prior written approval of the other party.
8. Default. In the event that either party defaults on its obligations under this Agreement, the non-defaulting party shall provide to the other party at the addresses listed above, giving the other party thirty (30) days to remedy said default. If the other party fails to remedy said default, the non-defaulting party may exercise any and all remedies outlined in applicable law and is entitled to recover reasonable attorneys' fees and costs to enforce the term of this Agreement.

UAY:

By: 
Talia Meidlinger
Executive Director

CITY:

By: _____
Mayor Chris Hoffman

ATTEST:

By: _____
Tracey Mulcahey, City Clerk

AGREEMENT

THIS AGREEMENT (the “Agreement”) entered into as of this _____ day of _____, 2024, by and between the City of North Liberty, an Iowa municipal corporation, PO Box 77, North Liberty, Iowa 52317 (hereafter referred to as the “City”) and Greater Iowa City, Inc., an Iowa nonprofit corporation (hereafter referred to as “GIC”).

WHEREAS, the City received monies from the federal government through the American Rescue Plan Act (“ARPA”); and

WHEREAS, Section 364.1 of the Code of Iowa, states that a city may exercise any power and perform any function it deems appropriate to protect and preserve the rights, privileges and property of the city or of its residents, and to preserve and improve the peace, safety, health, welfare, comfort and convenience of its residents; and

WHEREAS, in strict compliance with applicable rules promulgated for ARPA, the City Council of the City of North Liberty has deemed it necessary and desirable to grant some of its ARPA allocation to GIC, which shall be used as a one-time contribution to provide targeted economic development services promoting economic growth within North Liberty; and

WHEREAS, the parties have agreed to enter into this Agreement to outline the obligations of GIC when spending city funds.

WHEREFORE, the parties agree as follows:

1. Scope of Services provided by GIC. The funding provided to GIC as part of this Agreement will be specifically applied toward the implementation of targeted economic development services, said services limited to only allowable uses for economic development services under the American Rescue Plan Act as defined by the Department of Treasury in its final rule. GIC acknowledges and agrees that it is familiar with the rules promulgated under ARPA and that all expenditures of funds under this Agreement will comply with all applicable ARPA rules and regulations.
2. Funding. Upon the execution of this Agreement by GIC and approval and execution of this Agreement by the City, the City shall submit the sum of \$100,000 to GIC, said sum being due and payable to GIC after November 26, 2024. GIC may elect to use up to the OMB-approved indirect cost rate of up to 15% for indirect costs and administration of the program.
3. Non-discrimination. GIC shall not commit any of the following employment practices in connection with or while rendering services hereunder and does hereby expressly agree to prohibit the following practices from being committed by any subcontractors engaged by GIC as part of providing its services:
 - a. To discharge or refuse to hire any individual because of their race, color religion, gender, national origin, disability, age, marital status, sexual

orientation or gender identity.

- b. To discriminate against any individual in terms, conditions, or privileges of employment because of their race, color, religion, gender, national origin, disability, age, marital status, sexual orientation or gender identity.
4. Reporting. As part of this Agreement, GIC shall file a report with the City Clerk of the City detailing the uses of the funds provided to GIC under this Agreement, including specifically projects supported within the City of North Liberty.
5. Indemnification. GIC shall indemnify, defend and hold the City, its employees, elected officials, officers and agents from any and all liability for loss, cost, damage and expenses (including reasonable attorneys' fees and costs) resulting from or incurred by any acts or omissions of GIC, its officers, employees and agents during the term of this agreement.
6. Cooperation with City audit. GIC agrees to cooperate, provide documentation and discuss this Agreement if inquiries are made by the accounting firm hired by the City to conduct its required annual audit.
7. Assignment. This Agreement may not be assigned by either party without prior written approval of the other party.
8. Default. In the event that either party defaults on its obligations under this Agreement, the non-defaulting party shall provide to the other party at the addresses listed above, giving the other party thirty (30) days to remedy said default. If the other party fails to remedy said default, the non-defaulting party may exercise any and all remedies outlined in applicable law and is entitled to recover reasonable attorneys' fees and costs to enforce the term of this Agreement.

GIC:

CITY:

By: _____
Nancy Bird
President and CEO

By: _____
Mayor Chris Hoffman

ATTEST:

By: _____
Tracey Mulcahey, City Clerk

Resolution No. 2024-112

**A RESOLUTION APPROVING THE AGREEMENT BETWEEN
THE CITY OF NORTH LIBERTY AND UNITED ACTION FOR
YOUTH**

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

WHEREAS, United Action for Youth (UAY) provides transitional living services and other youth assistance and programming in the City of North Liberty;

WHEREAS, the City of North Liberty finds that this participation directly benefits the citizens of North Liberty;

WHEREAS, the City of North Liberty has offered to provide \$5,000.00 in support of the Transitional Living Program; and

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

NOW, THEREFORE, BE IT RESOLVED that the Agreement between the City of North Liberty and the United Action for Youth is approved.

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

APPROVED AND ADOPTED this 10th day of December, 2024.

CITY OF NORTH LIBERTY:

CHRIS HOFFMAN, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

Resolution No. 2024-113

**A RESOLUTION APPROVING THE AGREEMENT BETWEEN
THE CITY OF NORTH LIBERTY AND GREATER IOWA CITY**

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

WHEREAS, Greater Iowa City provides economic development services in the City of North Liberty;

WHEREAS, the City of North Liberty finds that this participation directly benefits the citizens of North Liberty;

WHEREAS, the City of North Liberty has offered to provide \$100,000.00 in support of economic development; and

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

NOW, THEREFORE, BE IT RESOLVED that the Agreement between the City of North Liberty and Greater Iowa City is approved.

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

APPROVED AND ADOPTED this 10th day of December, 2024.

CITY OF NORTH LIBERTY:

CHRIS HOFFMAN, MAYOR

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

Resolution No. 2024-114

A RESOLUTION APPROVING THE OBLIGATION OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS FOR COMMUNITY CENTER PROJECTS AND AUTHORIZING AN ADDITIONAL TRANSFER FOR FY 25

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

WHEREAS, the Community Center is an aging facility requiring additional maintenance expenses;

WHEREAS, the City of North Liberty has \$211,479 of unobligated ARPA funds;

WHEREAS, the City of North Liberty hereby obligates for the following projects:

Community Center ARPA Funds	
Funds Available	\$ 211,479
Projects	
Tuckpointing	\$ 72,996
DuctSox	\$ 42,000
NLCC Parking Lot Design - Shive Hattery	\$ 45,000
NLCC RTUs (1/\$25,920 of 5) - Johnson Controls	\$ 25,920
NLCC Second Floor Windows - Yates & Yates	\$ 29,178
Total	\$ 215,094
Difference	\$ (3,615)

;and

WHEREAS, this obligation creates the need for an additional transfer that was not included in the FY 2025 Budget Resolution:

Amount	From	To	Purpose
\$211,478.68	ARPA	Recreation Capital	Tuckpointing, Ductsox, NLCC Parking Lot Design, NLCC RTU's, NLCC Second Floor Windows

NOW, THEREFORE, BE IT RESOLVED that the remaining ARPA funds are obligated to the Community Center projects as delineated above.

BE IT FURTHER RESOLVED that the additional transfer for FY 2025 is approved.

APPROVED AND ADOPTED this 10th day of December, 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



USDA Agreement

Date: _____, 2024

Amount: \$360,000

RURAL ECONOMIC DEVELOPMENT LOAN AGREEMENT

THIS LOAN AGREEMENT dated as of the date first written above between CITY OF NORTH LIBERTY, IOWA, an Iowa municipal corporation (“Borrower”) and SOUTH SLOPE COOPERATIVE TELEPHONE COMPANY, an Iowa cooperative association, (“Lender”) sets forth the terms and understandings between Borrower and Lender regarding a loan (the “Loan”) Lender is making to Borrower pursuant to the Rural Electrification Act of 1936 (the “Act”) and 7 C.F.R. Part 4280, Subpart A -- Rural Economic Development Loan and Grant Program (the “Regulations”).

WHEREAS, Lender has filed an application, revolving loan fund plan, scope of work and other supporting documents (collectively, the “Application Materials”) with the United States Government (the “Government”), pursuant to the Regulations requesting a grant (the “Rural Development Grant”) to establish a revolving loan fund to provide local financing for projects that promote economic development in rural areas.

WHEREAS, the Government has approved the making of the Rural Development Grant to Lender for the purposes (the “Approved Purposes”) more particularly described in the Application Materials and Letter of Conditions (the “Letter of Conditions”) between the Government and Lender dated June 20, 2024.

WHEREAS, Lender has committed (the “Loan Commitment”) to loan the proceeds of the Rural Development Grant to Borrower for the purpose of financing the construction, furnishing, and equipping of real property improvements commonly referred to as the Centennial Center (the “Project”) as more particularly described in the Application Materials and the Letter of Conditions.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL AGREEMENTS HEREIN CONTAINED, LENDER AND BORROWER AGREE AS FOLLOWS:

1. **Loan Terms.**

A. Lender shall lend Three Hundred Sixty Thousand and 00/100 Dollars (\$360,000) to Borrower, and the proceeds of the Loan shall be used solely to finance the Project and other Approved Purposes as specified in the Application Materials and Letter of Conditions. Without limiting the preceding, the proceeds of the Loan shall not be used to finance any costs or retire any indebtedness for the Project incurred prior to the Government’s receipt of the Application Materials.

B. Lender shall advance the proceeds of the Loan to Borrower in one disbursement upon submission of a request for reimbursement supported with appropriate documentation that Project costs have been incurred and any other evidence or documentation Lender or the Government (through the Rural Business-Cooperative Service, hereafter “RBS”) considers necessary or appropriate.

C. Borrower shall repay the Loan in accordance with a promissory note in the form attached hereto as Exhibit "A" (the "Note").

D. The Loan will not bear interest although indebtedness not paid when due will be subjected to late charges and other charges in accordance with the terms of the Note.

E. If Borrower fails to satisfy all conditions, requirements and terms prerequisite to the advance of the proceeds of the Loan from Lender to Borrower as set forth in this Loan Agreement before the first anniversary of the date of this Loan Agreement, or such later date as Lender at its discretion may approve in writing in furtherance of the purposes of the Act, the Loan Commitment shall be considered rescinded.

2. **Affirmative Covenants.**

A. Borrower shall execute and deliver the Note, payable to Lender, in order to evidence Borrower's obligation to repay the Loan by the terms of this Loan Agreement, the Letter of Conditions and the Note. Borrower shall pay all indebtedness evidenced by the Note in the manner and at the times described therein.

B. Borrower shall promptly use the proceeds of the Loan only in the manner and exclusively for the purposes set forth in the Application Materials as previously approved by RBS and in accordance with the Letter of Conditions between the RBS and Lender, and this Loan Agreement and the Regulations (as they may be amended from time to time). No changes may be made in the foregoing without the prior written approval of Lender and RBS. Until disbursed by Borrower for Approved Purposes, Borrower shall deposit the proceeds of the Loan in a separate bank account which is fully insured by the Federal Deposit Insurance Corporation.

C. Borrower shall return to Lender as a prepayment on the Note all proceeds of the Loan, including any interest earned on the proceeds of the Loan, which have not been expended by Borrower for Approved Purposes before the second anniversary of the date of the advance of the proceeds of the Loan from Lender to Borrower, or such later date as Lender in its discretion may approve in writing.

D. Borrower shall make all payments on the Note by using a reasonable method of payment specified by Lender.

E. Borrower agrees to provide to Lender (a) an itemized list with attached invoices, receipts, bills of sale, and other evidence that shows the expenditures made on the Project for the Approved Purposes using the proceeds of the Loan and (b) a signed certification from an authorized official of Borrower to the effect:

"I certify that the proceeds of the Rural Economic Development Loan from Lender were expended on the approved purposes shown on this list and the attached invoices, receipts, bills of sale, and other evidence represent the items shown on this list."

Such invoices, receipts, bills of sale, and other evidence must at least total the amount of funds that have been provided to Borrower using the proceeds of the Loan. The certified list must be provided upon completion of the Project, or by the first anniversary of the date of the advance of funds to Borrower, whichever occurs first. If all funds have not been expended by the first anniversary, Borrower must provide to Lender a certified list of current expenditures and a statement of its intended expenditure schedule. Upon completion of the Project, Borrower must provide to Lender a final certified list of the expenditures, including the attachments.

F. Borrower shall permit representatives of Lender and representatives of RBS to inspect and copy its records about the Project during regular business hours. Representatives of Lender and RBS may inspect the Project itself during regular business hours.

G. Borrower shall comply with the Regulations, as they may be amended from time to time, including, without limitation, any federal regulations or federal statutes which the Regulations identify as being applicable to activities contemplated by the Application Materials or this Loan Agreement.

H. So long as Borrower remains obligated to Lender under the terms of any financial assistance previously or subsequently extended under the Act, Borrower shall fully perform all obligations to Lender which Borrower has undertaken concerning such assistance.

I. Upon completion of the Project, Borrower shall provide to Lender and the Government a Management Representation Letter, a copy of which is attached hereto as Exhibit "B," typed on Borrower's letterhead and duly executed by an authorized officer of Borrower.

J. Borrower shall complete the certification form, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions, attached hereto as Exhibit "C." In addition, Borrower shall ensure that the certification form is completed by all applicable parties in conjunction with any lower-tier transactions involving the Project.

3. **Negative Covenants.**

A. Borrower shall not enter into or request Lender to approve any agreements which would permit third parties to fund, develop, manage, own, lease or operate the Project in a manner that would violate the Regulations or this Loan Agreement if Borrower were to undertake such activity in its own name.

B. Borrower shall not use proceeds of the Loan for any purpose other than Approved Purposes and the Project as previously approved by RBS and in accordance with this Loan Agreement and the Regulations. Any material change in the Approved Purposes or the Project shall be set forth in a revised Project description and shall not be effective unless and until approved by Lender and RBS.

4. **Representations and Warranties.**

Borrower represents and warrants that on and as of the date first set forth above:

A. Borrower has been duly organized or chartered and is validly existing as a municipal corporation in good standing under the laws of the State of Iowa, with the statutory power and authority to perform its obligations under this Loan Agreement, the Note and the Regulations.

B. This Loan Agreement and the Note have been duly authorized, executed and delivered by Borrower and such documents constitute the legal and binding agreements of Borrower, enforceable against Borrower in accordance with their respective terms, subject to (i) applicable laws of general application relating to or affecting creditors' rights generally and (ii) the application of general principles of equity regardless of whether such enforceability is considered in a proceeding in equity or at law.

C. The execution or the delivery by Borrower of this Loan Agreement and the Note; the consummation of the transactions contemplated herein or therein; and the fulfillment by Borrower of the terms hereof or thereof, do not conflict with or violate, result in a breach of or constitute a default under any term or provision of the organizational documents of Borrower or any law or regulation or any order now applicable to Borrower of any court, regulatory body having jurisdiction over Borrower, or the terms of any indenture, deed of trust, mortgage, note, note agreement or instrument to which Borrower or any of its properties is bound. Borrower has not received any notice from any other party to any of the foregoing that a default has occurred or that any event or condition exist that with the giving of notice or lapse of time or both would constitute such a default.

D. No approval, authorization, consent, order, registration, filing, qualification, license or permit of or with any state or federal court or governmental agency or body having jurisdiction over Borrower is required by Borrower for the consummation by Borrower of the transactions contemplated by this Loan Agreement, the Letter of Conditions and the Note except such as have been obtained.

E. To the best of Borrower's knowledge, there is no pending or threatened action, suit or proceeding before any court or governmental agency, authority or body or any arbitrator concerning Borrower, this Loan Agreement, the Letter of Conditions or the Note which, if adversely determined, would have a material adverse effect on Borrower's ability to perform its obligations under this Loan Agreement, the Letter of Conditions or the Note.

F. All information, reports and other papers and data furnished to Lender by Borrower concerning the application of Borrower for the Loan were, at the time the same were so furnished, complete and correct in all material respects to the extent necessary to give Lender a true and accurate knowledge of the subject matter and no document furnished or other written statement made to Lender in connection with the Loan contains any untrue statement of a fact material to the financial condition of Borrower or the Project or omits to state such a material fact necessary in order to make the statements contained therein not misleading.

G. Borrower has reviewed the Regulations and understands and accepts the requirements which the Regulations impose upon it.

H. Borrower does not expect or intend the Project to result primarily in the transfer of any existing employment or business activity from one area to another area.

5. **Default.**

A. Upon the occurrence of an Event of Default (as defined in this Loan Agreement), the holder of the Note may declare all or any portion of the indebtedness arising under this Loan Agreement, including indebtedness evidenced by the Note, to be immediately due and payable and may proceed to enforce its rights under this Loan Agreement and the Note.

B. As used in this Loan Agreement, the term “Event of Default” means the occurrence of any of the following:

- (1) Installments of principal (if the Note provides for installment payments) or the principal balance of the Loan (if the Note provides for a lump sum or balloon payment) is not paid within ten (10) days of the date on which it is required to be made, whether by acceleration or not;
- (2) Failure, inability or unwillingness of Borrower to carry out or comply with, or cause to be carried out or complied with, the specific undertakings described in the Application Materials;
- (3) Any representation or warranty made by Borrower herein, in the Application Materials, or in any certificate or report furnished by or on behalf of Borrower about any of the foregoing shall prove to be false, incomplete or incorrect in any material respect;
- (4) Default shall be made in due observance or performance of any of the covenants, conditions or agreements of Borrower, and such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to Borrower by the holder of the Note;
- (5) An event of default shall have occurred and be continuing under any mortgage or security agreement of Borrower which secures any form of financial assistance heretofore or hereafter furnished to Borrower by Lender;
- (6) Commencement of a case in bankruptcy by or against Borrower;
- (7) Application for appointment of a receiver for, making a general assignment for the benefit of creditors by, or insolvency of Borrower; or
- (8) Violation of the Regulations in any material respect, by trustees or other officials, employees, agents or representatives of Borrower, and such violation shall continue for a period of thirty (30) days without being rectified to the satisfaction of Lender after written notice specifying such default and requiring the same to be rectified has been given by Lender to Borrower.

6. **Miscellaneous.**

A. Every right or remedy herein conferred upon or reserved to the holder of the Note shall be cumulative and shall be in addition to every other right and remedy now or hereafter existing at law or in equity, or by statute or regulation.

B. The invalidity of any one or more phrases, clauses, sentences, paragraphs or provisions of this Loan Agreement shall not affect the remaining portions hereof.

C. In the event that Lender shall sell the Note to an insured purchaser, Lender and not the insured purchaser, shall be considered to be, and shall have the rights of, the holder of the Note for purposes of this Loan Agreement.

D. This Loan Agreement is entered into between the parties concerning a zero interest loan which Lender is making to Borrower to promote rural economic development and job creation projects. Accordingly, so long as Lender shall, under the terms of this Loan Agreement, be the holder of the Note, this Loan Agreement and the Note shall each be governed by and construed in accordance with the laws of the United States and the Regulations.

E. This Loan Agreement may be executed in one or more counterparts, each of which shall be an original. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpeg or similar attachment to an electronic mail message, shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[End of Agreement. Signature page(s) follow.]

IN WITNESS WHEREOF, CITY OF NORTH LIBERTY, IOWA, as Borrower, has caused this Loan Agreement to be signed in its name and attested by its duly authorized officials thereunto, and Lender, has caused this Loan Agreement to be duly executed in its behalf, all as of the day and year first written above.

Lender:

SOUTH SLOPE COOPERATIVE TELEPHONE
COMPANY

(SEAL)

By: _____

Name: _____

Title: President

Borrower:

CITY OF NORTH LIBERTY, IOWA

(SEAL)

By: _____

Name: _____

Title: Mayor

(ATTEST)

By: _____

Name: _____

Title: City Clerk

Exhibit "A"

Promissory Note

[see attached form of Promissory Note]

Exhibit “B”

Management Representation Letter

[see attached form of Management Representation Letter]

Exhibit “C”

Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

*[see attached form of Certification Regarding Debarment,
Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions]*

GENERAL FUND NOTE

Loan Amount: \$360,000.00

Date: _____, 2024

FOR VALUE RECEIVED, the undersigned (“Borrower”) hereby promises to pay to the order of SOUTH SLOPE COOPERATIVE TELEPHONE COMPANY, an Iowa cooperative association, its successors and assigns (“Lender”), at the office of Lender or its agent, designee or assignee at 980 North Front Street, North Liberty, IA 52317, or at such place as Lender or its agent, designee or assignee may from time to time designate in writing, the principal sum of THREE HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$360,000), in lawful money of the United States of America, without interest at all times prior to the occurrence of an Event of Default (as defined herein), and to be paid in installments as set forth below.

This Note evidences a debt (the “Debt”) created by the Loan made by Lender to Borrower in accordance with the terms and conditions of a certain Rural Economic Development Loan Agreement dated effective as of _____, 2024 (the “Loan Agreement”). Unless otherwise herein defined, all initially capitalized terms shall have the meanings given such terms in the Loan Agreement.

1. Payment Terms. The principal balance of this Note shall be amortized over ten (10) years, with annual payments due on the dates and in the amounts set forth on amortization schedule attached hereto as Schedule 1. All amounts due under this Note shall be payable without setoff, counterclaim or any other deduction whatsoever.

2. Security. The City Council has covenanted to appropriate to the General Fund of the City, in each year so long as this Note is outstanding, sufficient funds to pay principal of and interest on this Note as such payments become due. The City has pledged the General Fund for the full and prompt payment of the principal of and interest on this Note, provided, however this Note is not a “General Obligation” as defined in Section 384.24(1) of the Code of Iowa, and this Note is not secured by the levy of an unlimited ad valorem property tax for the direct payment of principal thereof and interest thereon.

3. Applicable Interest Rate. So long as no Event of Default exists, unpaid principal balance of this Note shall bear interest computed at a rate equal to zero percent (0%) per annum (the “Applicable Interest Rate”).

4. Default Interest Rate. Upon the occurrence of an Event of Default, Borrower shall pay interest on the entire unpaid principal sum and any other amounts due under this Note or the Loan Agreement at the rate equal to the lesser of (a) the maximum rate permitted under the Regulations or other applicable law, or (b) the greater of (i) five percent (5%) above the Applicable Interest Rate or (ii) five percent (5%) above the Prime Rate (hereinafter defined), in effect at the time of the occurrence of the Event of Default (the “Default Rate”). The term “Prime Rate” means the prime rate reported in the Money Rates section of The Wall Street Journal. In the event that The Wall Street Journal should cease or temporarily interrupt publication, the term “Prime Rate” shall mean the daily average prime rate published in another business newspaper, or business section of a newspaper, of national standing and general circulation chosen by Lender. In the event that a prime rate is no longer generally published or is limited, regulated or administered by a governmental or quasi-governmental body, then Lender shall select a comparable interest rate index which is readily available and verifiable to Borrower but is beyond Lender’s control. The Default Rate shall be computed from the occurrence of the Event of Default until the actual receipt and collection of a sum of money determined by Lender to be sufficient to cure the Event of Default. Amounts of interest accrued at the Default Rate shall constitute a portion of the Debt. This clause, however, shall not be

construed as an agreement or privilege to extend the date of the payment of the Loan, nor as a waiver of any other right or remedy accruing to Lender by reason of the occurrence of any Event of Default.

5. Prepayment. The balance of this Note may, at Borrower's option, be prepaid in full or in part at any time without premium or penalty. In the event of partial prepayment, Borrower shall be obligated to pay the entire remaining balance of the Note in full on the Maturity Date.

6. Default and Acceleration. So long as an Event of Default exists, Lender may, at its option, without notice or demand to Borrower, declare the entire outstanding balance of the Loan immediately due and payable. All remedies hereunder, under the Loan Agreement and at law or in equity shall be cumulative. In the event that it should become necessary to employ counsel to collect the Debt or to protect or foreclose the security for the Debt or to defend against any claims asserted by Borrower arising from or related to the Loan, Borrower also agrees to pay to Lender on demand all costs of collection or defense incurred by Lender, including reasonable attorneys' fees for the services of counsel whether or not suit is brought.

7. Savings Clause. This Note is subject to the express condition that at no time shall Borrower be obligated or required to pay interest on the principal balance due hereunder at a rate which (i) could subject Lender to either civil or criminal liability as a result of being in excess of the maximum interest rate which Borrower is permitted by applicable law to agree to pay or (ii) would violate the Regulations. If by the terms of this Note, Borrower is at any time required or obligated to pay interest on the principal balance due hereunder at a rate in excess of such maximum rate, the Applicable Interest Rate or the Default Rate, as the case may be, shall be deemed to be immediately reduced to such maximum rate and all previous payments in excess of the maximum rate shall be deemed to have been payments in reduction of principal and not on account of the interest due hereunder. All sums paid or agreed to be paid to Lender for the use, forbearance, or detention of the Debt, shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full stated term of this Note until payment in full so that the rate or amount of interest on account of the Debt does not exceed the maximum lawful rate of interest from time to time in effect and applicable to the Debt for so long as the Debt is outstanding. Notwithstanding anything to the contrary contained herein or in the Loan Agreement, it is not the intention of Lender to accelerate the maturity of any interest that has not accrued at the time of such acceleration or to collect unearned interest at the time of such acceleration.

8. Waivers.

(a) Borrower and any endorsers, sureties or guarantors hereof jointly and severally waive presentment and demand for payment, notice of intent to accelerate maturity, notice of acceleration of maturity, protest and notice of protest and non-payment and all other notices in connection with the delivery, acceptance, performance, default or enforcement of the payment of this Note and the bringing of suit and diligence in taking any action to collect any sums owing hereunder or in proceeding against any of the rights and collateral securing payment hereof. Borrower and any surety, endorser or guarantor hereof agree (i) that the time for any payments hereunder may be extended from time to time without notice and consent, (ii) to the acceptance by Lender of further collateral, (iii) the release by Lender of any existing collateral for the payment of this Note, (iv) to any and all renewals, waivers or modifications that may be granted by Lender with respect to the payment or other provisions of this Note, and/or (v) that additional borrowers, endorsers, guarantors or sureties may become parties hereto all without notice to them and without in any manner affecting their liability under or with respect to this Note. No extension of time for the payment of this Note shall affect the liability of Borrower under this Note or any endorser or guarantor hereof even though the Borrower or such endorser or guarantor is not a party to such agreement.

(b) Failure of Lender to exercise any of the options granted herein to Lender upon the happening of one or more of the events giving rise to such options shall not constitute a waiver of the right to exercise the same or any other option at any subsequent time in respect to the same or any other event. The acceptance by Lender of any payment hereunder that is less than payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the options granted herein to Lender at that time or at any subsequent time or nullify any prior exercise of any such option without the express written acknowledgment of the Lender.

9. **Acknowledgment.** **By signing below, Borrower acknowledges receipt of a complete and accurate copy of this Note and the Loan Agreement.** Borrower acknowledges and agrees that, as of the date of this Note, it has no offsets, counterclaims or conditions against the Note or Lender which Borrower could assert against its obligations under this Note or against the enforcement of a holder's rights hereunder.

10. **Authority.** Borrower (and the undersigned representative of Borrower, if any) represents that Borrower has full power, authority and legal right to execute, deliver and perform its obligations pursuant to this Note and the Loan Agreement, and that this Note and the Loan Agreement constitute legal, valid and binding obligations of Borrower.

11. **Notices.** All notices or other communications required or permitted to be given pursuant hereto shall be given in the manner and be effective as specified in the Loan Agreement, directed to the parties at their respective addresses as provided therein.

12. **WAIVER OF TRIAL BY JURY.** BORROWER HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS NOTE OR THE LOAN AGREEMENT, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY. BORROWER (A) CERTIFIES THAT NO REPRESENTATIVE, SECURED PARTY, OR ATTORNEY OR ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT LENDER HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE WAIVERS AND CERTIFICATIONS IN THIS SECTION.

13. **Governing Law.** This Note shall be governed by and construed in accordance with the laws of the State of Iowa without regard to conflict of law principles.

14. **No Oral Change.** The provisions of this Note and the Loan Agreement may be amended or revised only by an instrument in writing signed by Borrower and Lender. This Note and the Loan Agreement embody the final, entire agreement of Borrower and Lender and supersede any and all prior commitments, agreements, representations and understandings, whether written or oral, relating to the subject matter hereof and thereof and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of Borrower and Lender. There are no oral agreements between Borrower and Lender.

15. **Loan Agreement and Loan Regulations.** This Note is given in accordance with, and is required by, the terms and conditions of the Loan Agreement, and evidences indebtedness created by a loan made for the purpose of promoting rural economic development. Accordingly, so long as this Note is held by Lender, it shall be governed by and construed in accordance with the laws of the United States and the Regulations of the Rural Business - Cooperative Service.

_____, 2024
Borrower: City of North Liberty, Iowa

16. DISCLAIMER. IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS NOTE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS NOTE MAY BE LEGALLY ENFORCED. THE PARTIES MAY CHANGE THE TERMS OF THIS NOTE ONLY BY WRITTEN AGREEMENT.

Borrower:

CITY OF NORTH LIBERTY, IOWA

By: _____

Name: _____

Title: Mayor

Attested to by:

By: _____

Name: _____

Title: City Clerk

Schedule 1

Amortization Schedule

[See attached]

MINUTES TO AUTHORIZE ISSUANCE OF
NOTE

421033-97 (N/I)

North Liberty, Iowa

December 11, 2024

The City Council of the City of North Liberty, Iowa, met on December 11, 2024, at _____ o'clock ____m., at the _____, in the City. The Mayor presided and the roll was called showing the following members of the Council present and absent:

Present: _____

Absent: _____.

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

Ayes: _____

Nays: _____.

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

Resolution No. 2024-115

RESOLUTION AUTHORIZING AND APPROVING AN INITIAL LOAN AGREEMENT WITH SOUTH SLOPE COOPERATIVE TELEPHONE COMPANY, PROVIDING FOR THE ISSUANCE OF A GENERAL OBLIGATION NOTE AND PROVIDING FOR THE LEVY OF TAXES TO PAY THE SAME

WHEREAS, the City of North Liberty (the "City"), in Johnson County, Iowa proposes to enter into a General Obligation Urban Renewal Loan Agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$6,000,000, pursuant to the provisions of Sections 384.24A and 384.24.3(q) of the Code of Iowa, for the purpose of paying the costs, to that extent, of undertaking the Centennial Park Improvements Project, an urban renewal project of the City authorized by action of the City Council on March 24, 2020, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 9, 2024, no petition had been filed with the City asking that the question of entering into the Loan Agreement be submitted to the registered voters of the City;

WHEREAS, the City intends to use a portion of its authority to borrow under the Loan Agreement to authorize an initial credit facility (the "Initial Loan Agreement") in the principal amount of \$360,000 with South Slope Cooperative Telephone Company, as lender (the "Lender"); and

WHEREAS, it is necessary at this time to authorize and approve the Initial Loan Agreement with the Lender and to make provision for the issuance of a General Obligation Promissory Note (the "Note") in evidence thereof in the principal amount of \$360,000 in order to pay a portion of the costs of the Project; and

WHEREAS, it is necessary at this to authorize and approve certain agreements and related documents (the "Loan Documents") that the Lender has provided to the City in connection with the loan (the "Loan") to made to the City under the Initial Loan Agreement;

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

Section 1. The City hereby determines to enter into the Initial Loan Agreement with the Lender. The Initial Loan Agreement shall be in substantially the form as has been placed on file with the City and shall provide for the Loan to the City in the principal amount of \$360,000, for the purpose as set forth in the preamble hereof. The Mayor and City Clerk are hereby authorized and directed to sign the Initial Loan Agreement and the Loan Documents on behalf of the City, and the Initial Loan Agreement and the Loan Documents are hereby approved.

Section 2. The Note in the principal amount of \$360,000 is hereby authorized to be issued to the Lender. The Note shall be dated as of the date of closing (the "Dated Date"), shall mature on the Maturity Date, as hereinafter defined, and bear interest at the rate of 0% per annum.

The City Clerk is hereby designated as the registrar and paying agent for the Note and may be hereinafter referred to as the "Registrar" or the "Paying Agent."

Principal of the Note shall be payable in ten (10) equal annual installments in the amount of \$36,000 each due on December 31st in each year, commencing December 31, 2025 and continuing to and including final maturity on December 31, 2034 (the "Maturity Date"), as set forth in the Note and the Initial Loan Agreement.

Payment of principal of the Note shall be made to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the payment date and shall be paid by check or draft mailed to the registered owner at the address shown on such registration books; provided, however, that the final installment of principal shall be payable only upon presentation and surrender of the Note to the Paying Agent.

The City reserves the right to prepay principal of the Note in whole or in part at any time prior to and in any order of maturity on terms of par.

The Note shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk and shall be a fully registered Note without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Note shall cease to be such officer before the delivery of the Note, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Note shall be fully registered as to principal in the name of the owner on the registration books of the City kept by the Registrar, and after such registration, payment of the principal thereof shall be made only to the registered owner or its legal representatives or assigns. The Note shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of any owners of the Note shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 3. As required by Chapter 76 of the Code of Iowa, and for the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of the Note, there is hereby ordered levied on all the taxable property in the City in each of the years while the Note is outstanding the following direct annual tax:

For collection in the fiscal year beginning July 1, 2025,
sufficient to produce the net annual sum of \$36,000;

For collection in the fiscal year beginning July 1, 2026,
sufficient to produce the net annual sum of \$36,000;

For collection in the fiscal year beginning July 1, 2027,
sufficient to produce the net annual sum of \$36,000;

For collection in the fiscal year beginning July 1, 2028,
sufficient to produce the net annual sum of \$36,000;

For collection in the fiscal year beginning July 1, 2029,
sufficient to produce the net annual sum of \$36,000;

For collection in the fiscal year beginning July 1, 2030,
sufficient to produce the net annual sum of \$36,000;

For collection in the fiscal year beginning July 1, 2031,
sufficient to produce the net annual sum of \$36,000;

For collection in the fiscal year beginning July 1, 2032,
sufficient to produce the net annual sum of \$36,000;

For collection in the fiscal year beginning July 1, 2033,
sufficient to produce the net annual sum of \$36,000; and

For collection in the fiscal year beginning July 1, 2034,
sufficient to produce the net annual sum of \$36,000.

Section 4. A certified copy of this resolution shall be filed with the County Auditor of Johnson County, and the County Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of the Note hereby authorized and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Note remains outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose, may be appropriated, budgeted and, if received, used for the payment of the principal of the Note as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 3 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the City's budget.

Section 5. The principal falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds to the sum thus advanced.

Section 6. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

APPROVED AND ADOPTED this 10th day of December, 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

ATTESTATION CERTIFICATE:

STATE OF IOWA
JOHNSON COUNTY
CITY OF NORTH LIBERTY

SS:

I, the undersigned, City Clerk of the aforementioned City, do hereby certify that as such City Clerk I have in my possession or have access to the complete corporate records of the City and of its Council and officers and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the adoption of a resolution entitled, "Resolution authorizing and approving a Loan Agreement with South Slope Cooperative Telephone Company, providing for the issuance of a General Obligation Note and providing for a levy of taxes to pay the same," 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.

I further certify that no appeal has been taken to the District Court from the decision of the City Council to enter into the Loan Agreement and to issue the Note.

WITNESS MY HAND this _____ day of _____, 2024.

TRACEY MULCAHEY, CITY CLERK

COUNTY FILING CERTIFICATE:

STATE OF IOWA

SS:

JOHNSON COUNTY

I, the undersigned, County Auditor of Johnson County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2024, the City Clerk of the City of North Liberty filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council and approved by the Mayor thereof on _____, 2024, entitled: "Resolution authorizing and approving a Loan Agreement with South Slope Cooperative Telephone Company, providing for the issuance of a General Obligation Note and providing for a levy of taxes to pay the same," and that I have duly placed a copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2025, and subsequent years as provided in the resolution.

WITNESS MY HAND this _____ day of _____, 2024.

County Auditor



Wayfinding Report



Signage & Wayfinding Assessment

North Liberty, IA

NLI1862 | NOVEMBER 26, 2024

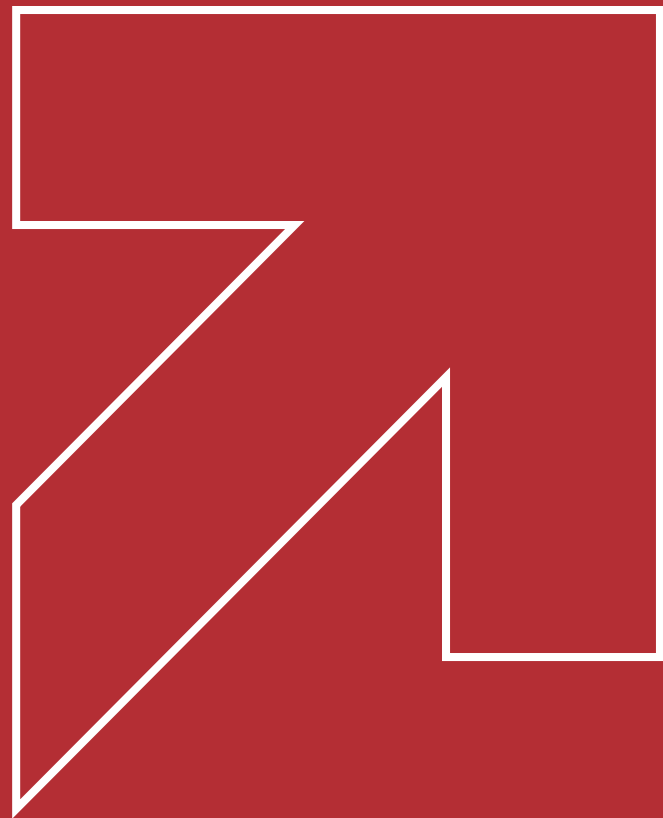


The Process

Guide Studio has gone through the following steps to develop this framework for your Wayfinding Program:

THE PROCESS TO DATE

- > Discussion with the core client team
- > Review of the North Liberty Connected to Tomorrow Comprehensive Plan
- > Driving tour of the city
- > Discovery session with the steering committee
- > Internal strategy workshop
- > Review session with core client team
- > Signage & Wayfinding Assessment development



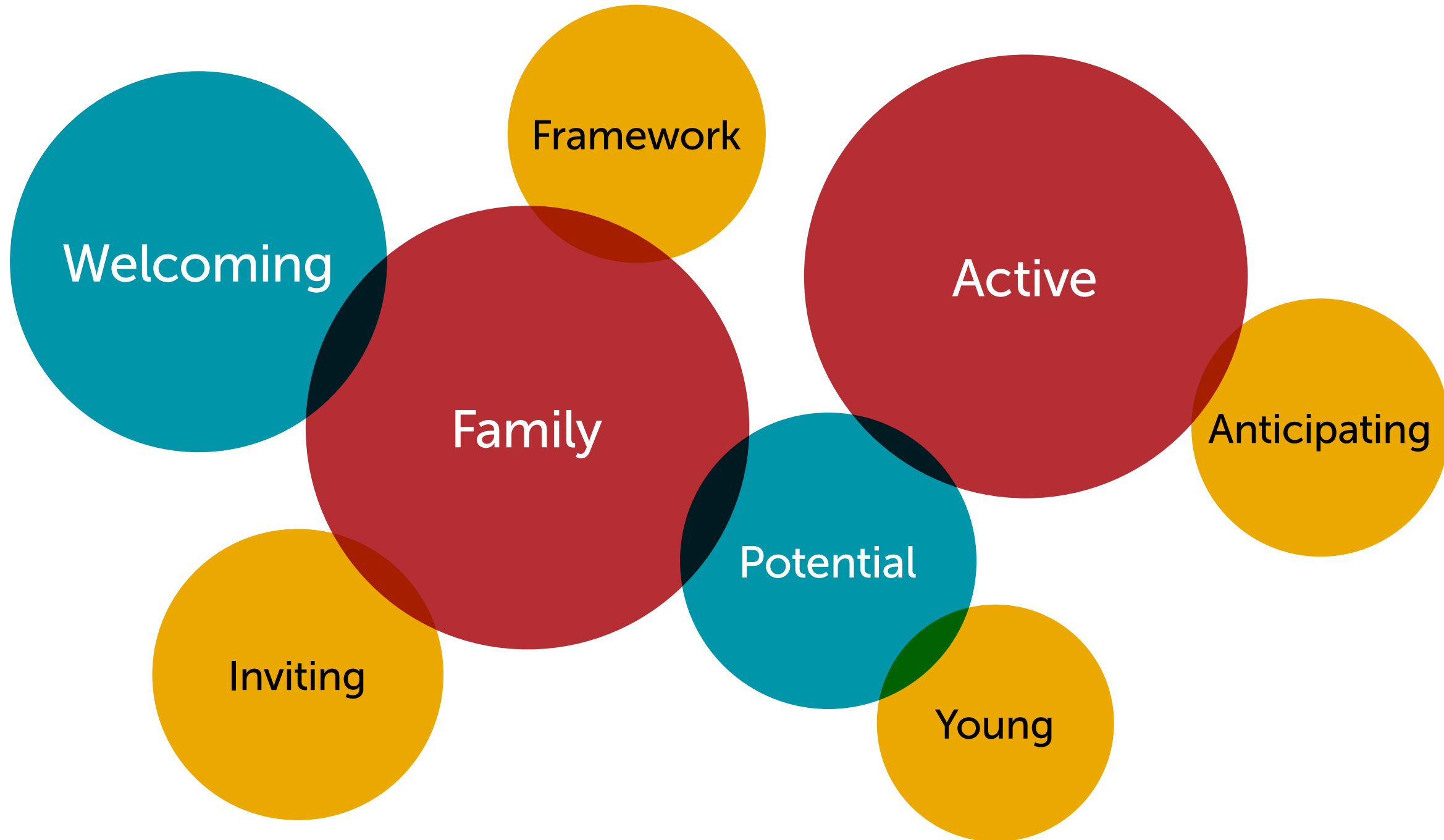
Discovery Recap



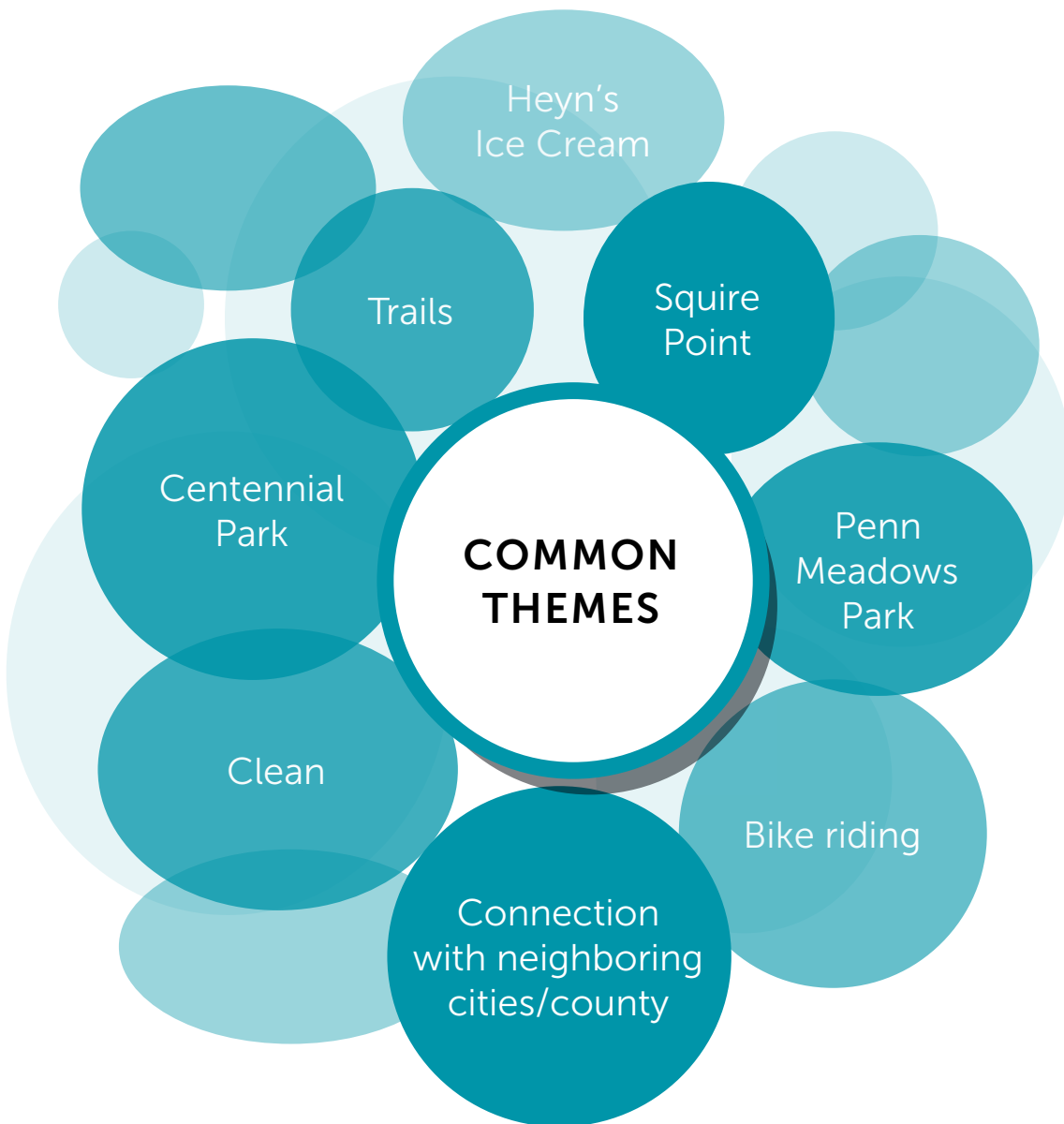
Project Goals

- Have consistent nomenclature and naming
- Create a sense of place
- Be unique and differentiate from other cities
- Enhance arrival experience into the community

ONE WORD DESCRIPTION



AN IDEAL DAY



IDEAL DAY EXCERPTS

- "Grab a drink at Field Day."
- "Ride up to the reservoir and Sugar Bottom."
- "Hiking at Squire Point."
- "Play some grass volleyball at Penn Meadows Park."
- "Blues & BBQ event."

The Steering Committee was asked to show off North Liberty. If you had someone in from out of town, what would you do? Where would you take them?

Ideal Visit

Describe your Ideal Day in your City if you had a friend visiting from out of town, what would you do? Take us on a journey through your place.

I'd take a bike ride on one of the bike trails
Stop in downtown to get some ice cream
Play some grass volleyball @ Penn Meadows
Stop by the new \$500m Hospital (Cl...)
Go out for supper (Italian @ Miralata's)
stop by a tree

Ideal Visit

Describe your Ideal Day in your City if you had a friend visiting from out of town, where would you go? Take us on a journey through your place.

- trails (hiking)
- schools (sports) (Coppell HS)
- food (Cantelina, Cheesing, apt)
- events (Blues, health, sports, youth)
- U. community - health, sports, youth
- location (180/380) business
- food/dining with connecting cities
- Convention
- C. town
- Modern
- Improving (art)

Ideal Visit

Describe your Ideal Day in your City if you had a friend visiting from out of town, what would you do, where would you go? Take us on a journey through your place.

- hiking at Squire Bird (County) or Macbride Rec Area (County/LI)
- mountain biking at Sugarbottom (County)
- eating @ ~~Hotel~~ Diner (NL)
- ice cream @ Heyn's
- Blues & BBQ event @ Centennial Park
- walking/playing @ Penn Meadows Park (trees)

Texas Ave North Convention Center/Market

- Field Day/Blues
- Amphitheater
- JA's Top
- bike trails
- TRAP
- Miralata's
- books
- conference/park
- Liberty Center Plaza
- Rec Center
- High School

Job

- Need more street trees/landscape
- Missing downtown/plaza walkable areas
- missing former market "site"

AUDIENCE BEHAVIORS

QUESTION	VISITOR	BUSINESS OWNER	RESIDENT
<p>1. What places and/or activities are most attractive to...</p>	<ul style="list-style-type: none"> • Centennial Park • Community events (Blues & BBQ, Street Dance) • Sugar Bottom Res • Penn Meadows Park • Ball games • Liberty High School (sporting events) • Liberty Centre Pond • Trails • Downtown area • New hospital • Restaurants (food/drink) 	<ul style="list-style-type: none"> • University influence • Parking access ease • Proximity to the Interstate • Land cost taxes • Lots of greenfield • Well maintained public roads • Potential rail corridor • Poised for future population growth • Newer infrastructure • Young intelligent workforce • Quality of life/amenities 	<ul style="list-style-type: none"> • Affordable • Safety • Schools • Newer housing stock • Childcare • Family friendly • Activities for adults and older population • Old town area
<p>2. What are perceived challenges related to getting to places and/or events?</p>	<ul style="list-style-type: none"> • Lack of wayfinding • Lack of grid/weird streets • Transit • Multiple addresses for Penn Meadows • Vehicular city • Things are spread out 	<ul style="list-style-type: none"> • Perception City codes are confusing • No common areas of businesses • Property owners that won't sell 	<ul style="list-style-type: none"> • Major arteries are scary to cross (pedestrian/bike) • Missing things for teens • Want to park in front of destination (perceived issue)
<p>3. What would you want them to know about the City that they may not be aware of?</p>	<ul style="list-style-type: none"> • Trail network • Things are closer than you think • There's multiple things to do • Rec Dept events/leagues 	<ul style="list-style-type: none"> • Not disconnected • City is much better to work with than in the past • "Yes/if" instead of "No" 	<ul style="list-style-type: none"> • Access to city stuff • Growing but small city vibe • Good city services

Discovery Recap

JOURNEY MAPPING

EXERCISES

1. Destinations

Mark the major visitor destinations. Star the top 5.

2. Vehicular Paths

Mark what you would consider to be roads that offer the BEST experience driving around town.

3. Arrival

Mark what you would consider to be the PERCEIVED points of arrival into town and downtown.

4. Public Parking

Mark public parking lots. Note any restrictions/hours, etc.

5. Pedestrian Traffic

Mark areas you would consider to have high pedestrian concentration.

6. Bike Paths

Mark what you would consider key connection points or points of interaction between bike paths and the city.



TOP VISITOR DESTINATIONS

Based on data collected from the Steering Committee, the following destinations were the most commonly marked and determined to be the top destinations in Swartz Creek.

TIER 1A (starred by both groups)

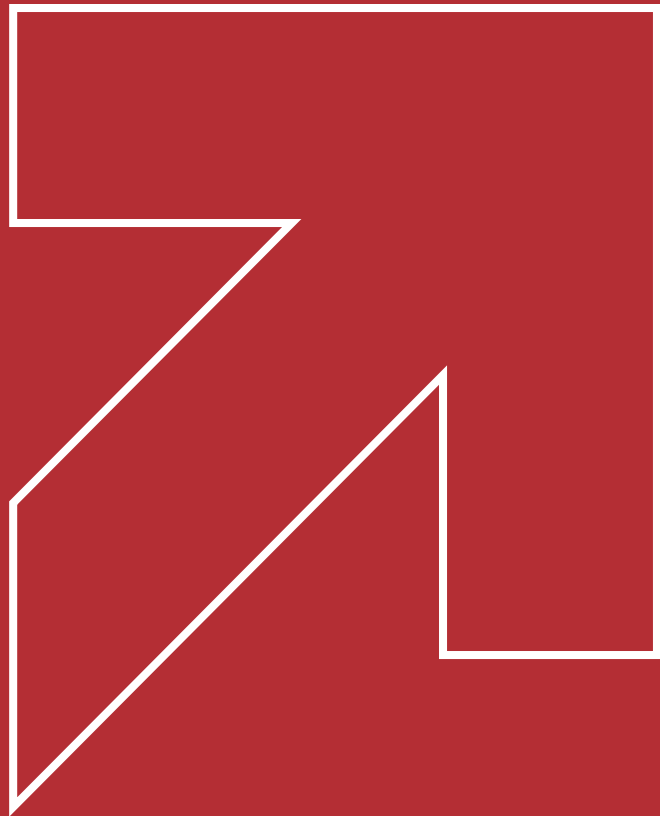
- High School
- Centennial Park
- UI Healthcare (*moved from 1B based on internal discussion, will be a regional destination*)

TIER 1B (starred by one of the groups)

- Reservoir
- Downtown (includes Civic Campus: City Hall, Police Station, Fire Station)
- Community Center/Library (Trail along train tracks)
- Liberty Centre (owned by City)
- Penn Meadows (*Baseball tournaments, visitor entrance off Penn St*)

TIER 2 (listed but not starred by either group)

- Northside Park
- Trails
- Colony Acres
- Other emerging areas, such as medical development on South Kansas Ave.

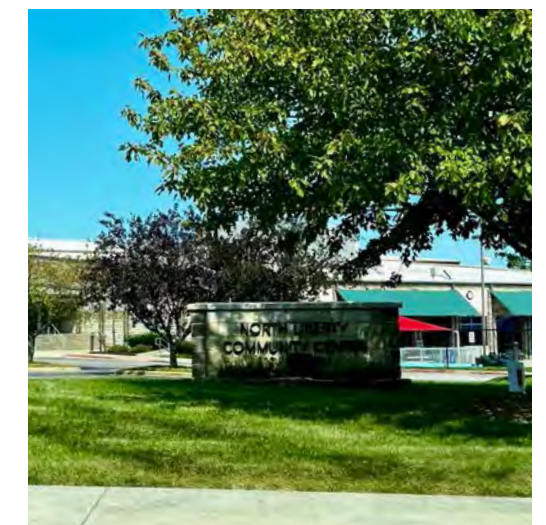
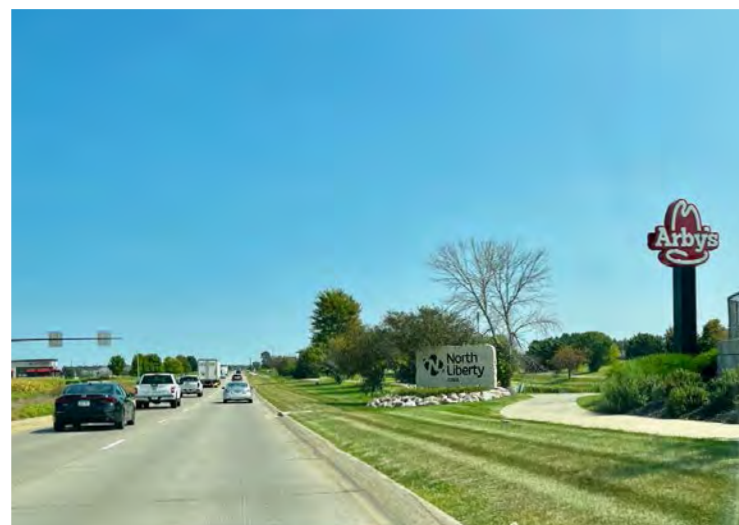
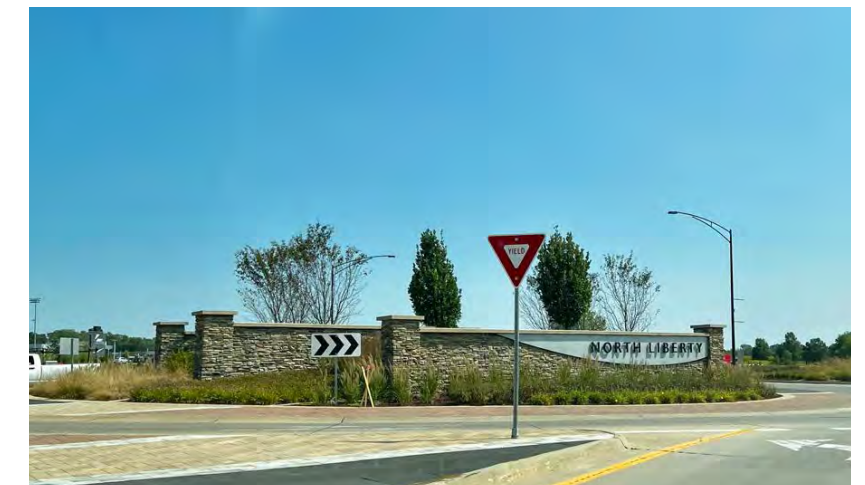
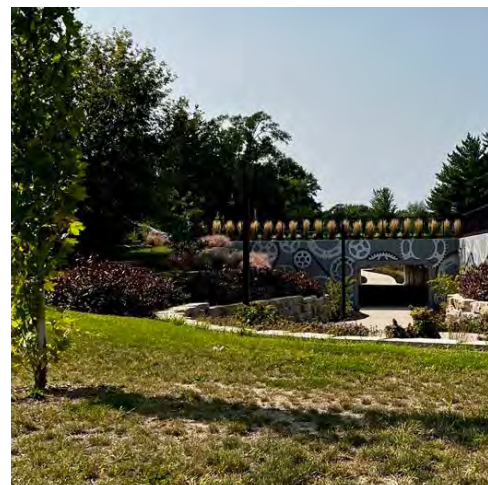
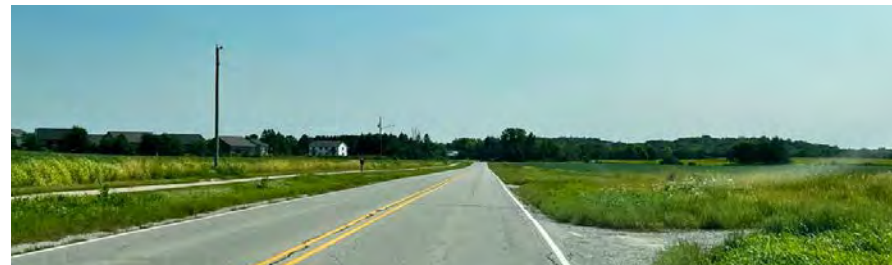


Analysis & Recommendations

Current Challenges

Signage is one of the **first physical interactions** a person has with a place and will make an **impression**—either positive or negative—to visitors, residents, & potential business owners.

- Lack of signage
- Existing signage does not reflect the correct image/brand and is inconsistent (exception=stone park signs)
- Borders are not well identified/distinguished from neighboring cities
- Lack of awareness of events and things to do.
- Lack of trail identification/understanding
- Destinations are spread out
- Pedestrian comfort & safety crossing roads
- Fast-paced growth (need to manage signage & brand)



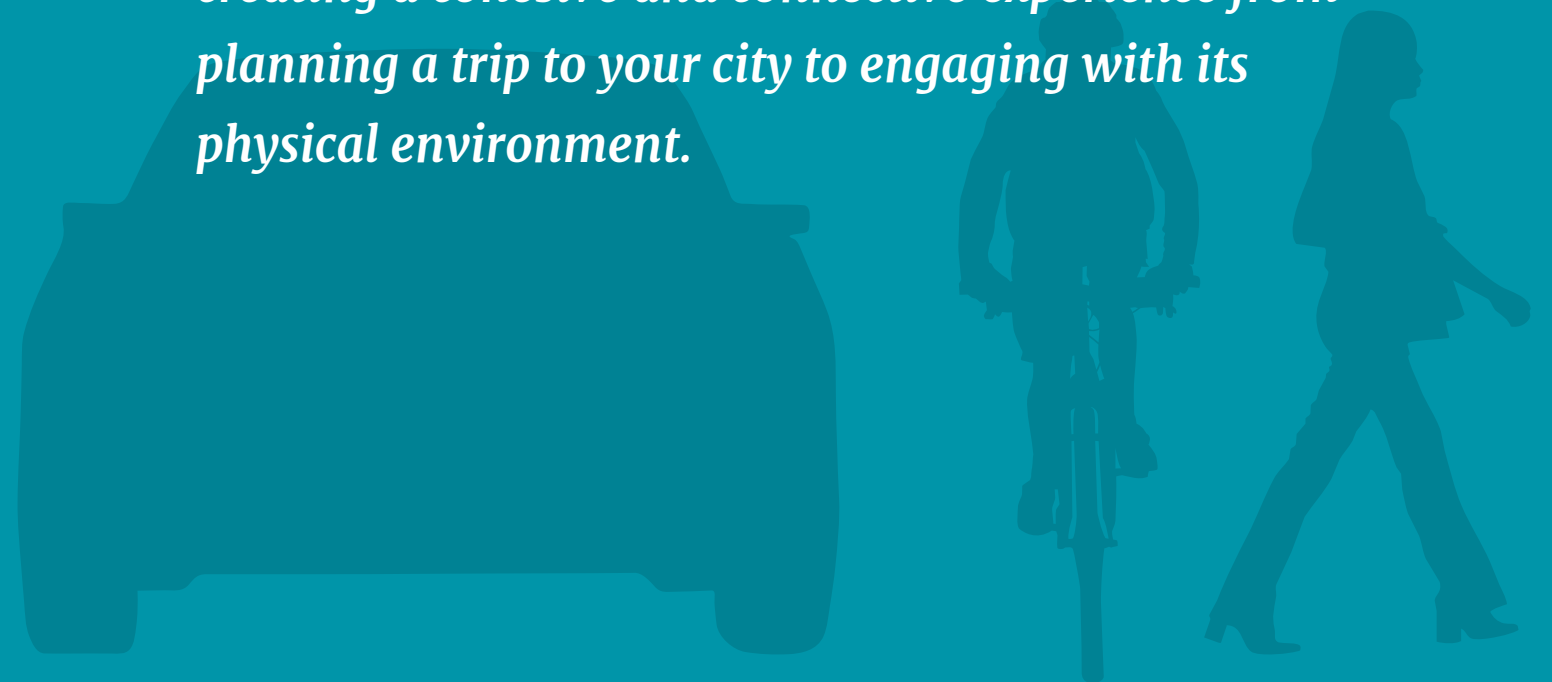
Nomenclature

a set or system of names or terms, as those used in a particular science or art, by an individual or community, etc.

—*dictionary.com*

A comprehensive wayfinding program should include nomenclature that is consistent from sign to sign and should be used across all communication media, including city and destination websites, printed materials, and verbal directions from employees and staff.

A consistent nomenclature system is critical in creating a cohesive and connective experience from planning a trip to your city to engaging with its physical environment.



Information Hierarchy & Nomenclature

To accommodate the messaging limitations on vehicular signs, a hierarchy must be established to prioritize what information is provided on what signs and when. Information should also be broken down from general to specific (or grouped under an umbrella term) when applicable.

Top Destinations

What will be prioritized as visitors enter the city & are traveling throughout

WELCOME TO North Liberty

TIER 1A: regional destinations visitors could be unfamiliar with

High School sporting events

Centennial Park

UI Healthcare will be a regional destination

TIER 1B: destinations highly visited mostly by locals

Sugar Bottom Reservoir

Downtown Civic Campus, Penn Meadows, shops
(Name TBD* - future directional message once established as unique destination)

Community Center/Library trailhead needed for trail along tracks?

Liberty Centre common area (pond) owned by City,
shopping and dining

Penn Meadows many baseball tournaments

*For the purpose of this Signage & Wayfinding Assessment, the term "Downtown" will be used to identify the area, however, that may not be appropriate for North Liberty. Other names should be explored (i.e. "Town Center," "Historic North Liberty," "Old North Liberty," etc.)

Secondary Destinations

These destinations will be directed to as visitors are closer the destination, typically one to two turns away

Northside Park

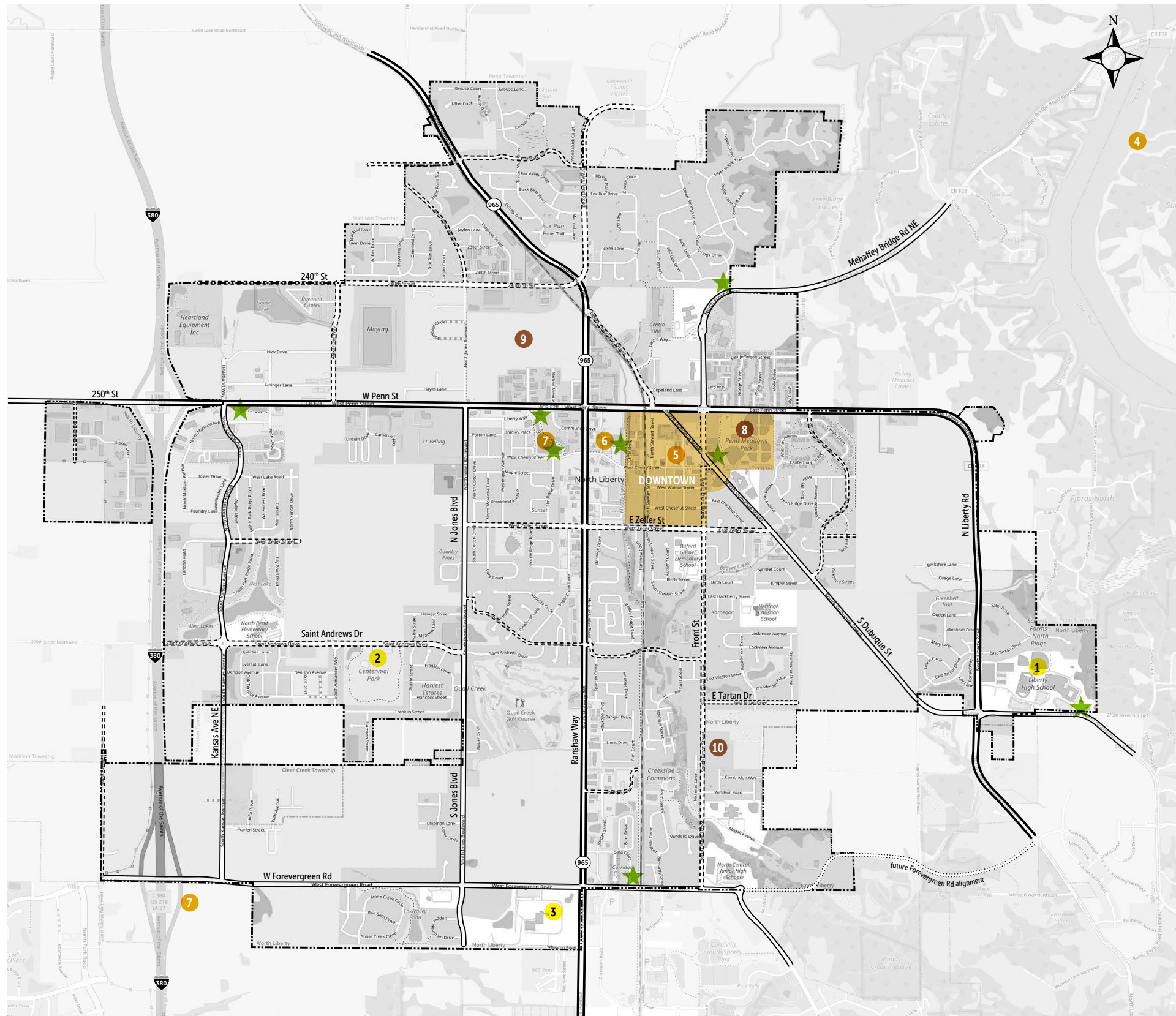
Colony Acres

Trail(heads)

Other emerging areas
e.g. Medical development
on South Kansas Ave.

*Nomenclature for directional message should be as short as possible. Full names can be on identification signs at the destination entrance (as long as they clearly relate to the directional message).

Top Destinations



What is a “Top Destination?”

Only highly visited public destinations should be included on vehicular wayfinding signage. Not only are these the destinations that visitors are looking for the most, but are also the least likely to change. Private businesses may be included on information kiosks and other pedestrian signs where information can be changed more frequently and more cost effectively.

After analyzing the data from the Steering Committee and discussions with the core client team, public destinations have been prioritized by three (3) tiers:

Tier 1a are regional destinations that visitors unfamiliar with the city could be seeking.

Tier 1b are highly-visited destinations, but will be frequented mostly by locals.

Tier 2 are remaining top destinations, however, may only be directed to from 1-2 turns away or if space is available on the sign.

TOP DESTINATIONS

Tier 1a

- 1 High School
- 2 Centennial Park
- 3 UI Healthcare

Tier 1b

- 4 Sugar Bottom Reservoir
- 5 Downtown
- 6 Community Center/ Library
- 7 Liberty Centre
- 8 Penn Meadows

Tier 2

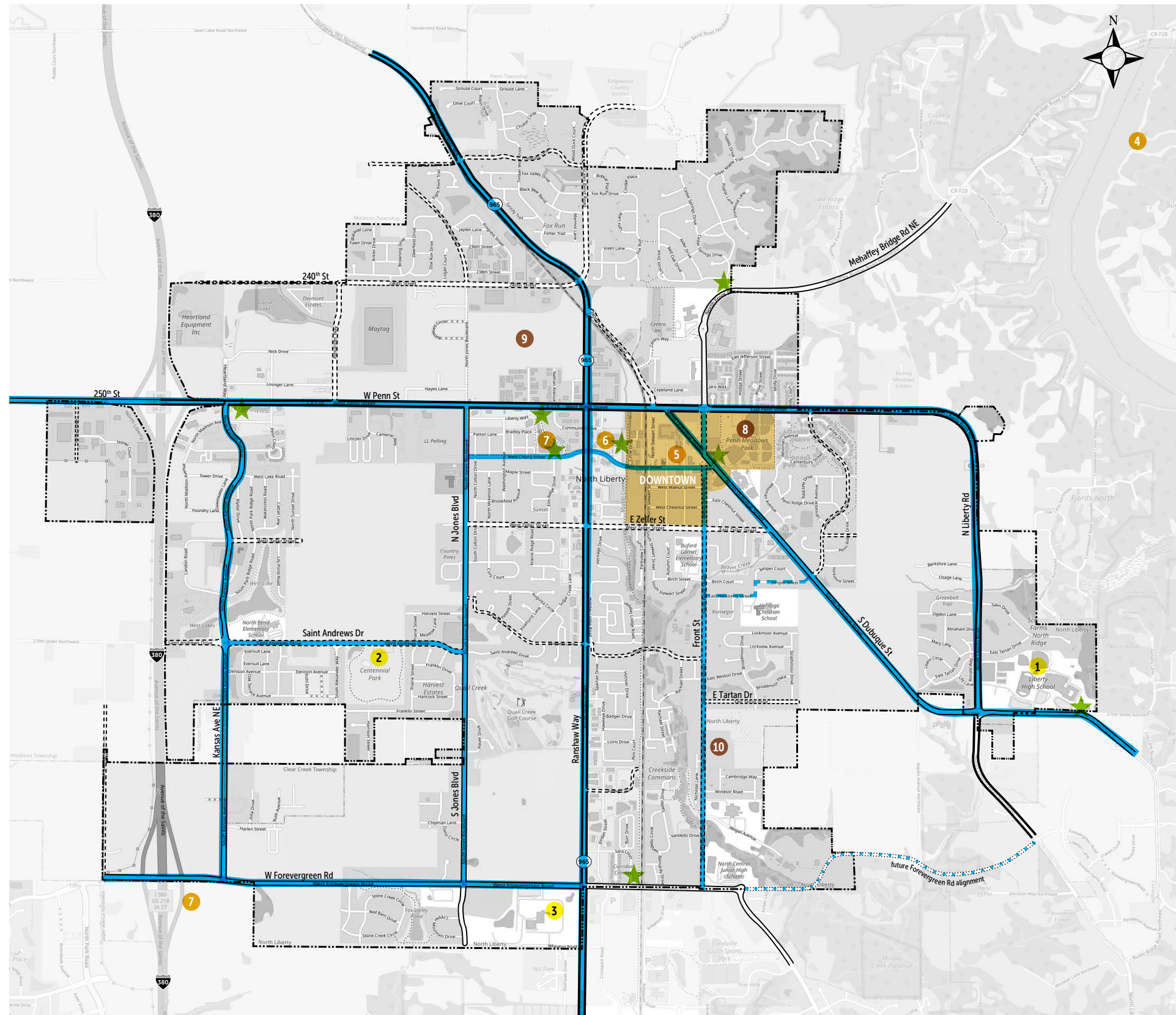
- 9 Northside Park
- 10 Colony Acres
- ★ Trail(heads)

KEY

- City Border
- Major Arterial Road
- Minor Arterial Road
- Collector Road
- Proposed Road

As identified in the North Liberty Connected to Tomorrow Comprehensive Plan

Best Roads



What is a “Best Road?”

Not all roads offer the best first impression when entering and traveling through a city. Congestion, scenery, road condition, etc. affect how a visitor will perceive your city.

“Best roads” are considered roads that offer the best **experience**. To determine these paths, these roads should lead to the top destinations and show off the city’s best assets.

- Best Road
- - - Cut-through
heavily used by local traffic, but because it is a residential neighborhood, signage should not direct this way
- · · Future

- KEY**
- City Border
 - Major Arterial Road
 - Minor Arterial Road
 - Collector Road
 - Proposed Road

As identified in the North Liberty Connected to Tomorrow Comprehensive Plan

TOP DESTINATIONS

Tier 1a

- 1 High School
- 2 Centennial Park
- 3 UI Healthcare

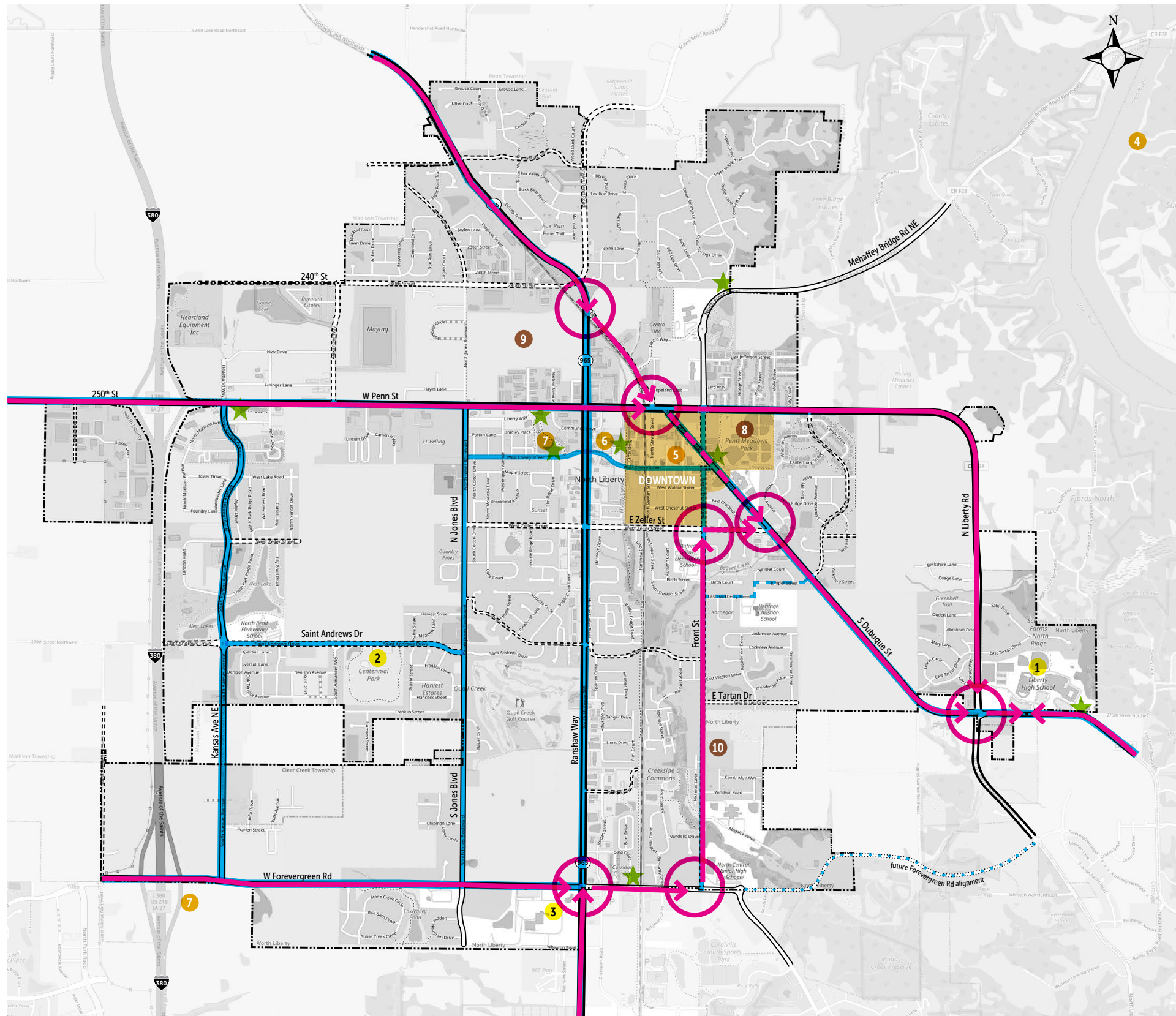
Tier 1b

- 4 Sugar Bottom Reservoir
- 5 Downtown
- 6 Community Center/ Library
- 7 Liberty Centre
- 8 Penn Meadows

Tier 2

- 9 Northside Park
- 10 Colony Acres
- ★ Trail(heads)

Vehicular Travel Paths / High School



TOP DESTINATIONS

Tier 1a

- 1 High School
- 2 Centennial Park
- 3 UI Healthcare

Tier 1b

- 4 Sugar Bottom Reservoir
- 5 Downtown
- 6 Community Center/ Library
- 7 Liberty Centre
- 8 Penn Meadows

Tier 2

- 9 Northside Park
- 10 Colony Acres
- ★ Trail(heads)

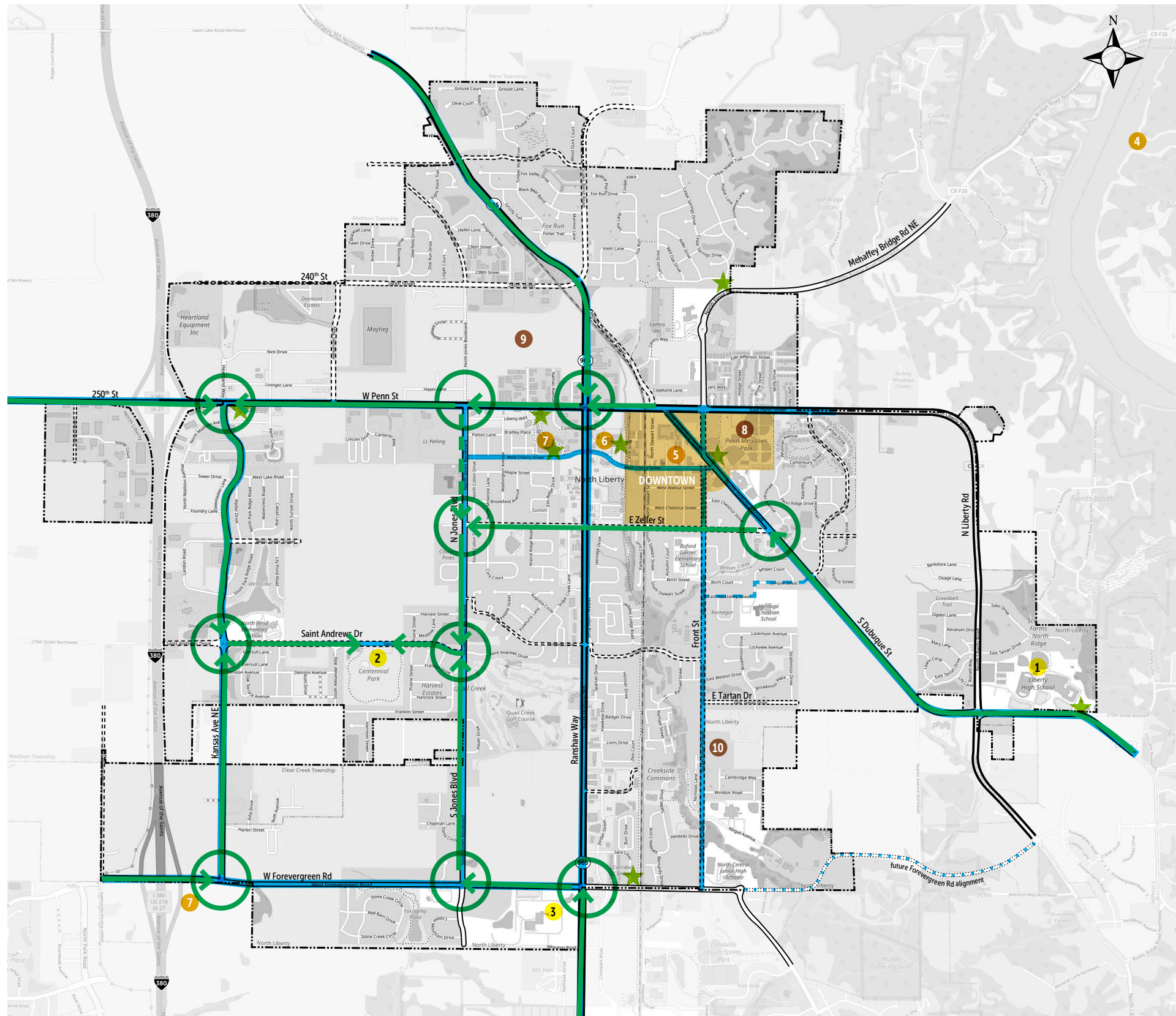
- ← Primary Travel Path
- ← Secondary Travel Path
- Decision Point

KEY

- City Border
- Major Arterial Road
- Minor Arterial Road
- Collector Road
- Proposed Road

As identified in the North Liberty Connected to Tomorrow Comprehensive Plan

Vehicular Travel Paths / Centennial Park



TOP DESTINATIONS

Tier 1a

- 1 High School
- 2 Centennial Park
- 3 UI Healthcare

Tier 1b

- 4 Sugar Bottom Reservoir
- 5 Downtown
- 6 Community Center/ Library
- 7 Liberty Centre
- 8 Penn Meadows

Tier 2

- 9 Northside Park
- 10 Colony Acres
- ★ Trail(heads)

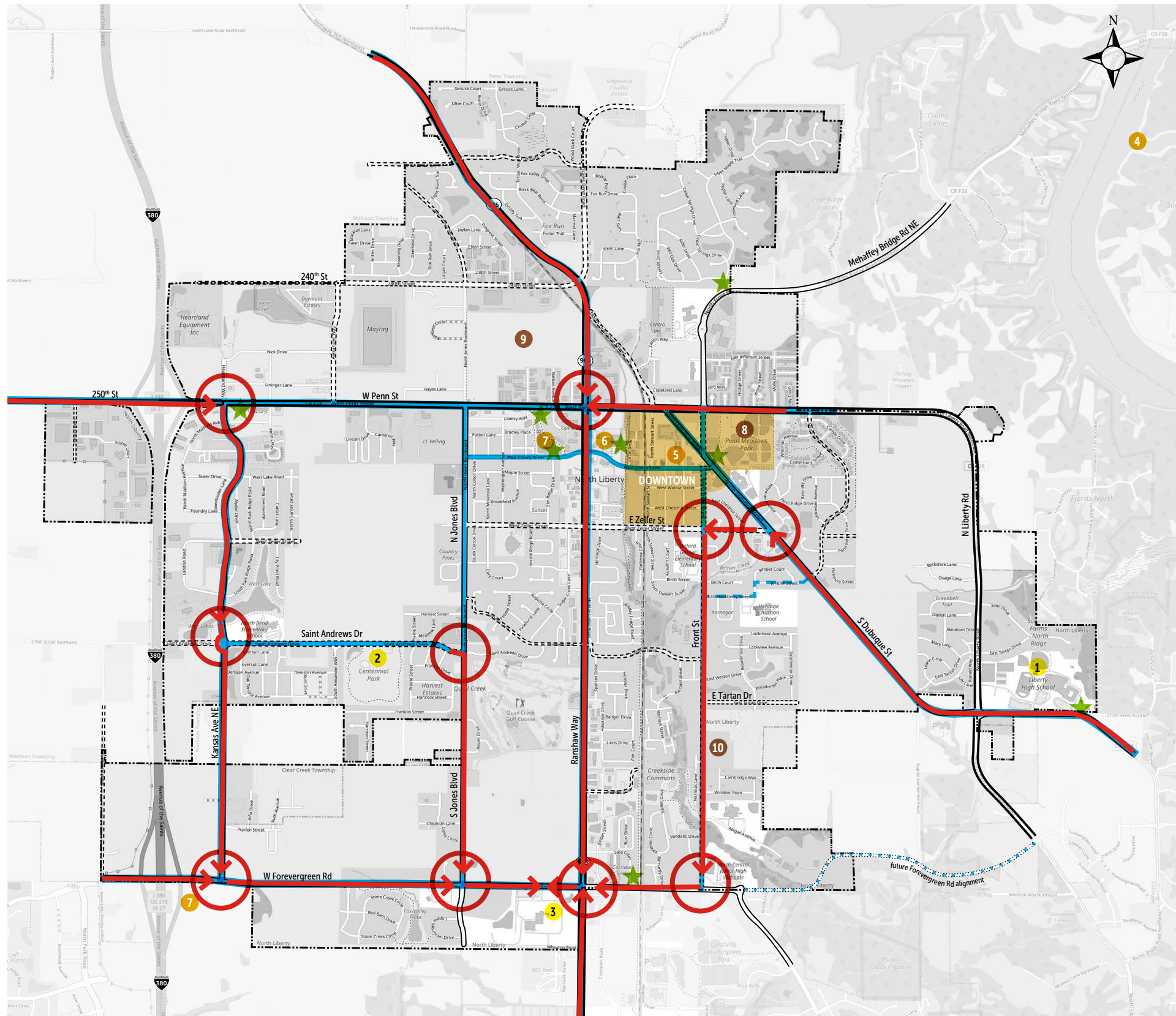
- ← Primary Travel Path
- ← Secondary Travel Path
- Decision Point

KEY

- - - - - City Border
- Major Arterial Road
- Minor Arterial Road
- - - - - Collector Road
- ⋯ Proposed Road

As identified in the North Liberty Connected to Tomorrow Comprehensive Plan

Vehicular Travel Paths / UI Healthcare



TOP DESTINATIONS

Tier 1a

- 1 High School
- 2 Centennial Park
- 3 UI Healthcare

Tier 1b

- 4 Sugar Bottom Reservoir
- 5 Downtown
- 6 Community Center/ Library
- 7 Liberty Centre
- 8 Penn Meadows

Tier 2

- 9 Northside Park
- 10 Colony Acres

★ Trail(heads)

← Primary Travel Path

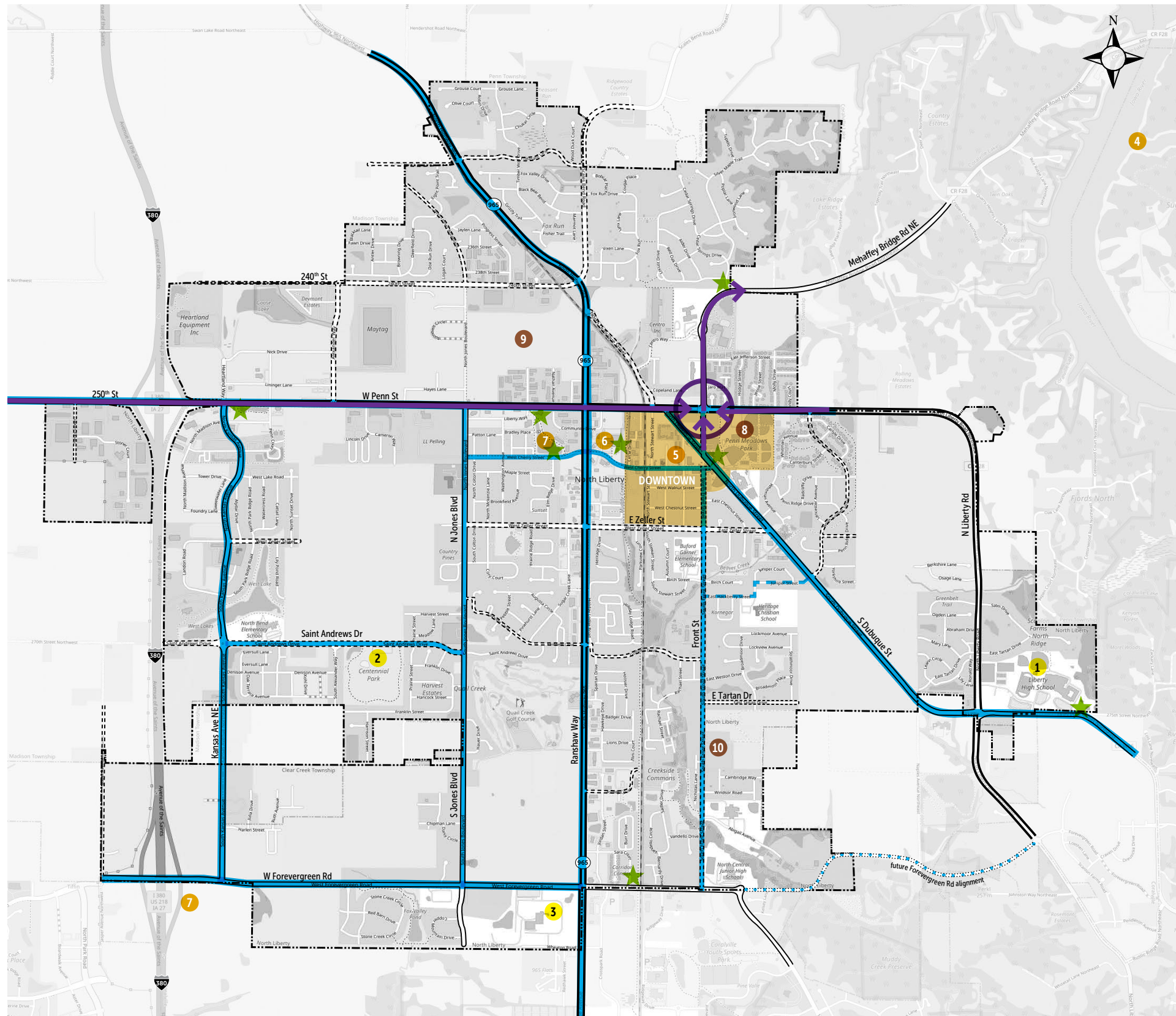
○ Decision Point

KEY

- City Border
- Major Arterial Road
- Minor Arterial Road
- Collector Road
- Proposed Road

As identified in the North Liberty Connected to Tomorrow Comprehensive Plan

Vehicular Travel Paths / Sugar Bottom Reservoir



Since Sugar Bottom Reservoir is outside of North Liberty, it should be directed to from the last major intersection within the city.

- Primary Travel Path
- Decision Point

- KEY**
- City Border
 - Major Arterial Road
 - Minor Arterial Road
 - Collector Road
 - Proposed Road

As identified in the North Liberty Connected to Tomorrow Comprehensive Plan

TOP DESTINATIONS

Tier 1a

- High School
- Centennial Park
- UI Healthcare

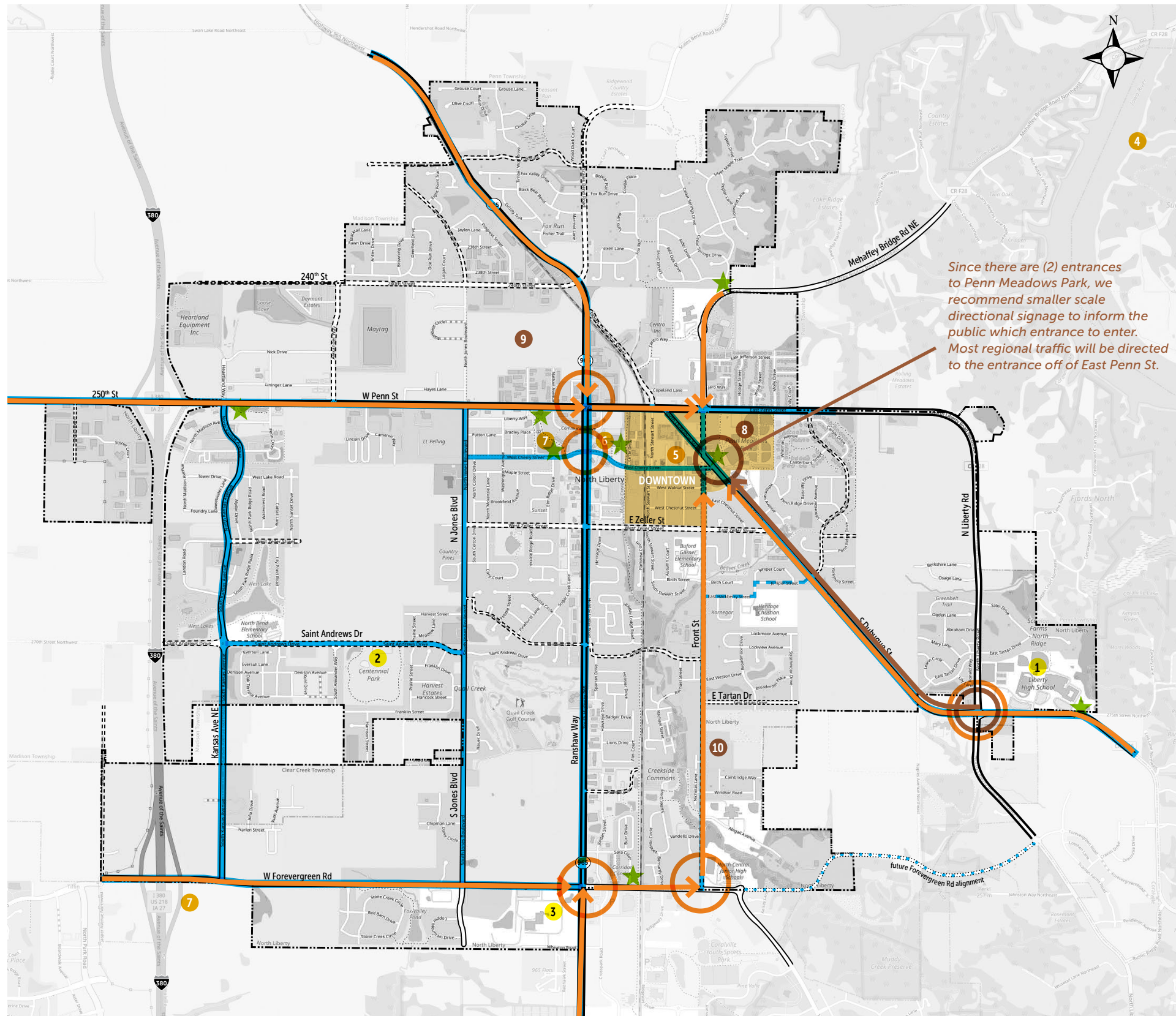
Tier 1b

- Sugar Bottom Reservoir
- Downtown
- Community Center/ Library
- Liberty Centre
- Penn Meadows

Tier 2

- Northside Park
- Colony Acres
- Trail(heads)

Vehicular Travel Paths / Downtown / Penn Meadows Park



TOP DESTINATIONS

Tier 1a

- 1 High School
- 2 Centennial Park
- 3 UI Healthcare

Tier 1b

- 4 Sugar Bottom Reservoir
- 5 Downtown
- 6 Community Center/ Library
- 7 Liberty Centre
- 8 Penn Meadows

Tier 2

- 9 Northside Park
- 10 Colony Acres
- ★ Trail(heads)

We recommend establishing Downtown as a destination via placemaking (educating the public that it is a destination) that contains City Hall, the Police Station, Penn Meadows Park, and unique shopping.

← Primary Travel Path

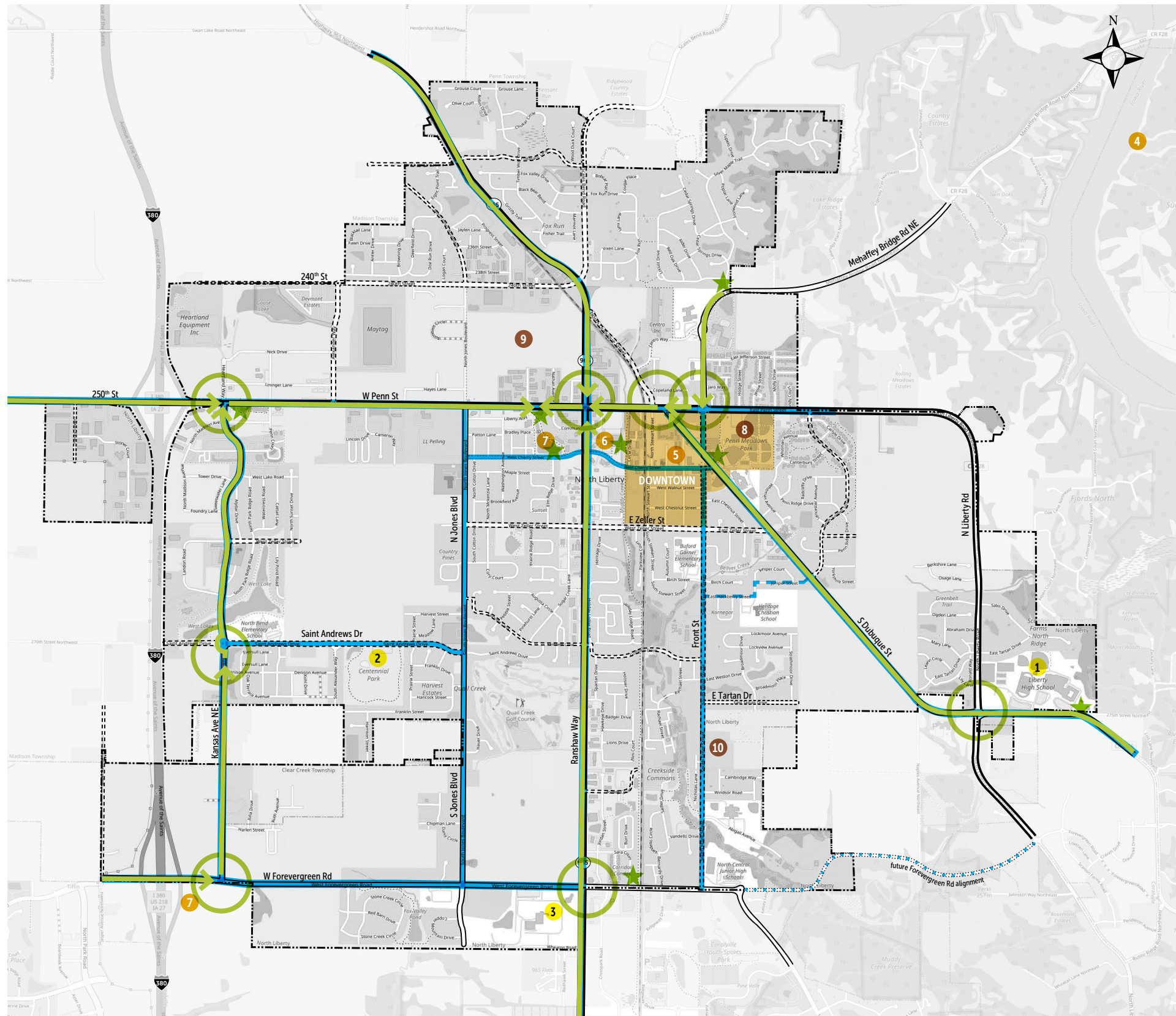
○ Decision Point

KEY

- City Border
- Major Arterial Road
- Minor Arterial Road
- Collector Road
- Proposed Road

As identified in the North Liberty Connected to Tomorrow Comprehensive Plan

Vehicular Travel Paths / Liberty Centre



TOP DESTINATIONS

Tier 1a

- 1 High School
- 2 Centennial Park
- 3 UI Healthcare

Tier 1b

- 4 Sugar Bottom Reservoir
- 5 Downtown
- 6 Community Center/ Library
- 7 Liberty Centre
- 8 Penn Meadows

Tier 2

- 9 Northside Park
- 10 Colony Acres
- ★ Trail(heads)

← Primary Travel Path

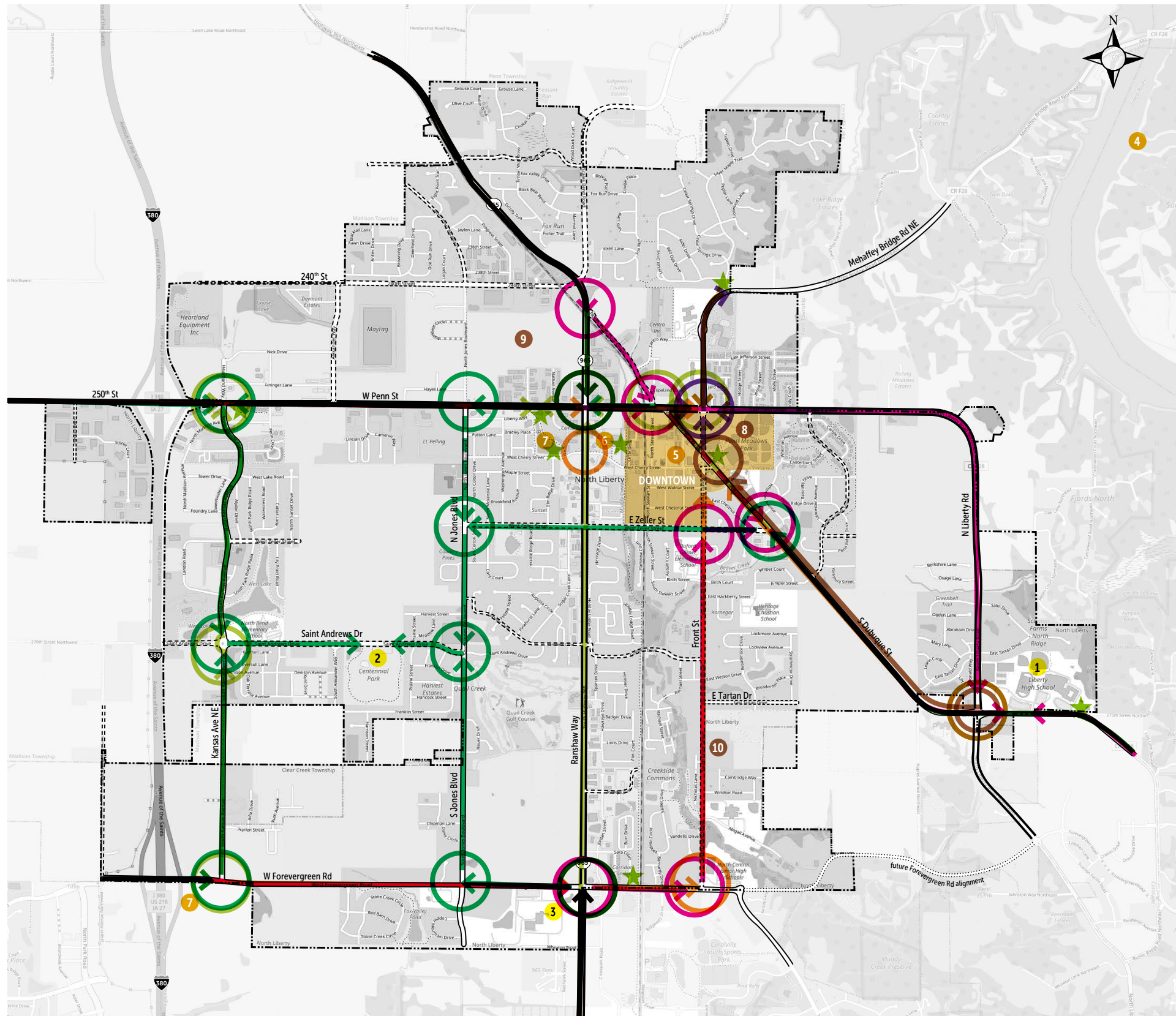
○ Decision Point

KEY

- City Border
- Major Arterial Road
- Minor Arterial Road
- Collector Road
- Proposed Road

As identified in the North Liberty Connected to Tomorrow Comprehensive Plan

Vehicular Travel Paths / Comprehensive



TOP DESTINATIONS

Tier 1a

- 1 High School
- 2 Centennial Park
- 3 UI Healthcare

Tier 1b

- 4 Sugar Bottom Reservoir
- 5 Downtown
- 6 Community Center/ Library
- 7 Liberty Centre
- 8 Penn Meadows

Tier 2

- 9 Northside Park
- 10 Colony Acres
- ★ Trail(heads)

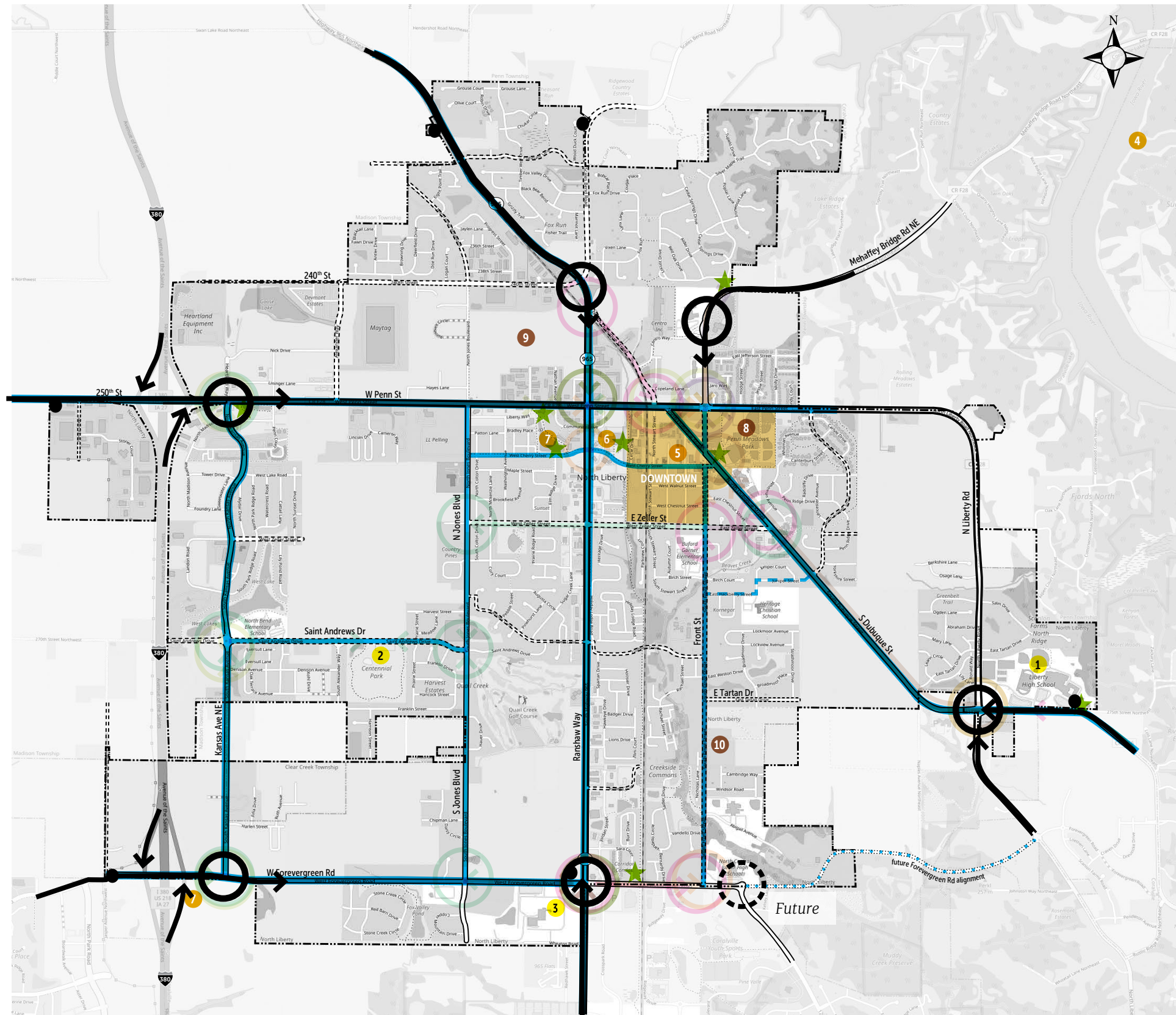
Rather than placing signs at every corner, by layering travel paths and decision points on top of each other, we are able to determine where signs are most crucial **and** what information is needed at specific locations. The more colors on top of each other at a decision point means more information (messaging) will be needed).

KEY

- City Border
- Major Arterial Road
- Minor Arterial Road
- Collector Road
- Proposed Road

As identified in the North Liberty Connected to Tomorrow Comprehensive Plan

Vehicular Travel Paths / City Gateways



Perceived Gateways
 While smaller signs define jurisdictional boundaries, perceived gateways are often placed at points where one psychologically feels as if they have arrived and at locations that provide the best experiences. Gateways can range from a single sign element to a series of elements that include banners, landscaping, or public art. Perceived gateways are typically designed and sized according to the context in which they are placed.

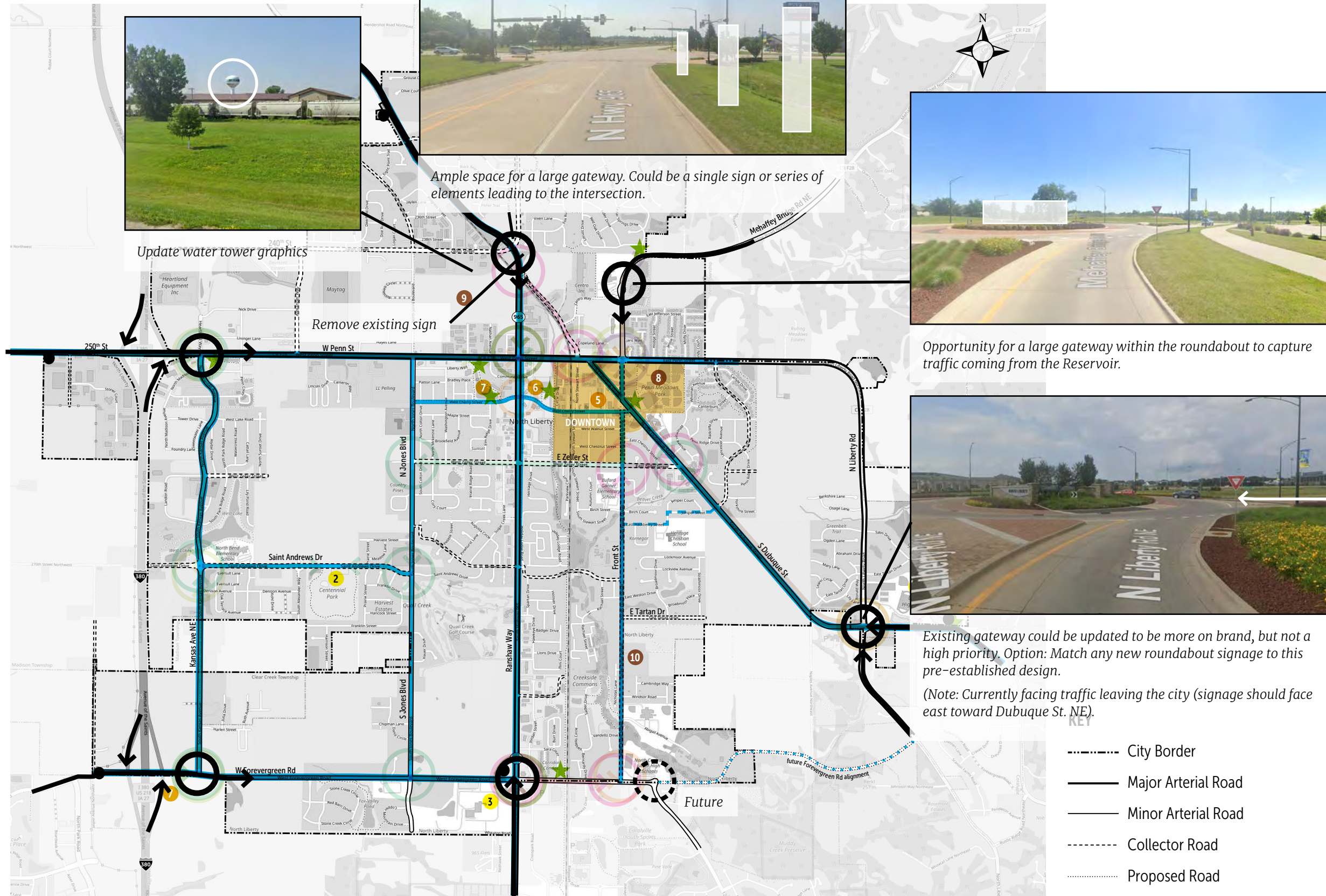
- Perceived Gateway
- Jurisdictional Marker

- KEY**
- City Border
 - Major Arterial Road
 - Minor Arterial Road
 - Collector Road
 - Proposed Road

TOP DESTINATIONS

- Tier 1a**
- High School
 - Centennial Park
 - UI Healthcare
- Tier 1b**
- Sugar Bottom Reservoir
 - Downtown
 - Community Center/ Library
 - Liberty Centre
 - Penn Meadows
- Tier 2**
- Northside Park
 - Colony Acres
 - Trail(heads)

Vehicular Travel Paths / City Gateways



TOP DESTINATIONS

Tier 1a

- 1 High School
- 2 Centennial Park
- 3 UI Healthcare

Tier 1b

- 4 Sugar Bottom Reservoir
- 5 Downtown
- 6 Community Center/ Library
- 7 Liberty Centre
- 8 Penn Meadows

Tier 2

- 9 Northside Park
- 10 Colony Acres
- ★ Trail(heads)

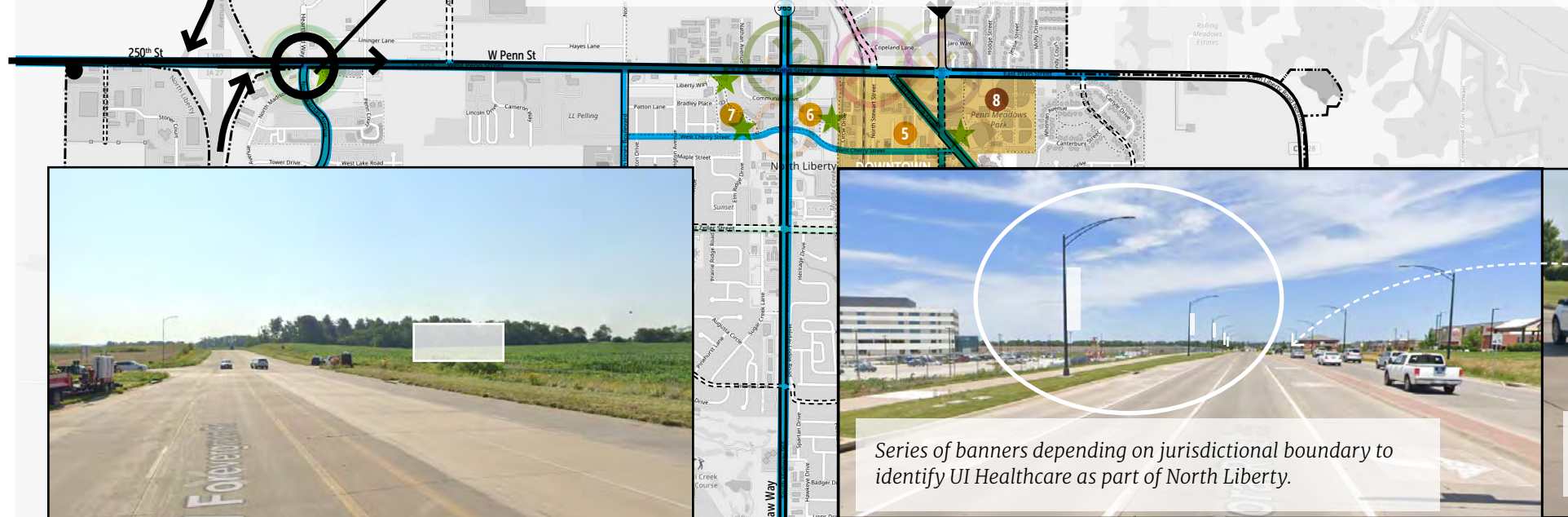
- City Border
- Major Arterial Road
- Minor Arterial Road
- - - - - Collector Road
- Proposed Road

As identified in the North Liberty Connected to Tomorrow Comprehensive Plan

Vehicular Travel Paths / City Gateways



Entry from the west on W. Penn St. has challenges with visual clutter (restaurants, gas stations, etc.). Current sign is of high quality, but could be larger or more prominent. Being placed next to a sign for a national fast food chain does not provide a desired welcoming experience. This location may be better served with a series of elements that visually lead the visitor in and help screen the clutter behind.

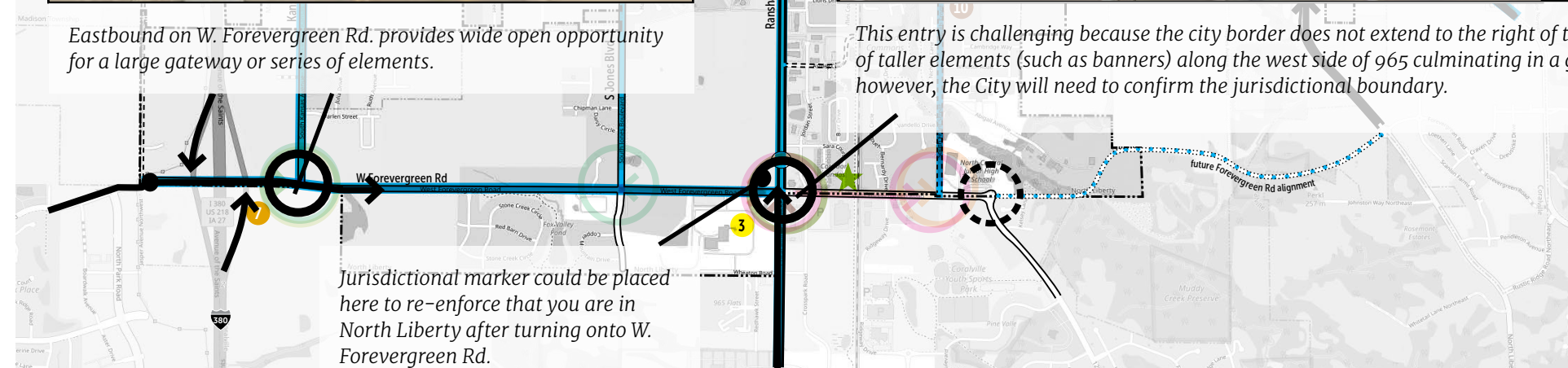


Eastbound on W. Forevergreen Rd. provides wide open opportunity for a large gateway or series of elements.

Series of banners depending on jurisdictional boundary to identify UI Healthcare as part of North Liberty.

Replace existing green sign with more substantial gateway or incorporate into existing stone structure.

This entry is challenging because the city border does not extend to the right of the road, where a sign would ideally be located. A series of taller elements (such as banners) along the west side of 965 culminating in a gateway sign at Forever Green Rd. may be an option, however, the City will need to confirm the jurisdictional boundary.



Jurisdictional marker could be placed here to re-enforce that you are in North Liberty after turning onto W. Forevergreen Rd.

TOP DESTINATIONS

Tier 1a

- 1 High School
- 2 Centennial Park
- 3 UI Healthcare

Tier 1b

- 4 Sugar Bottom Reservoir
- 5 Downtown
- 6 Community Center/ Library
- 7 Liberty Centre
- 8 Penn Meadows

Tier 2

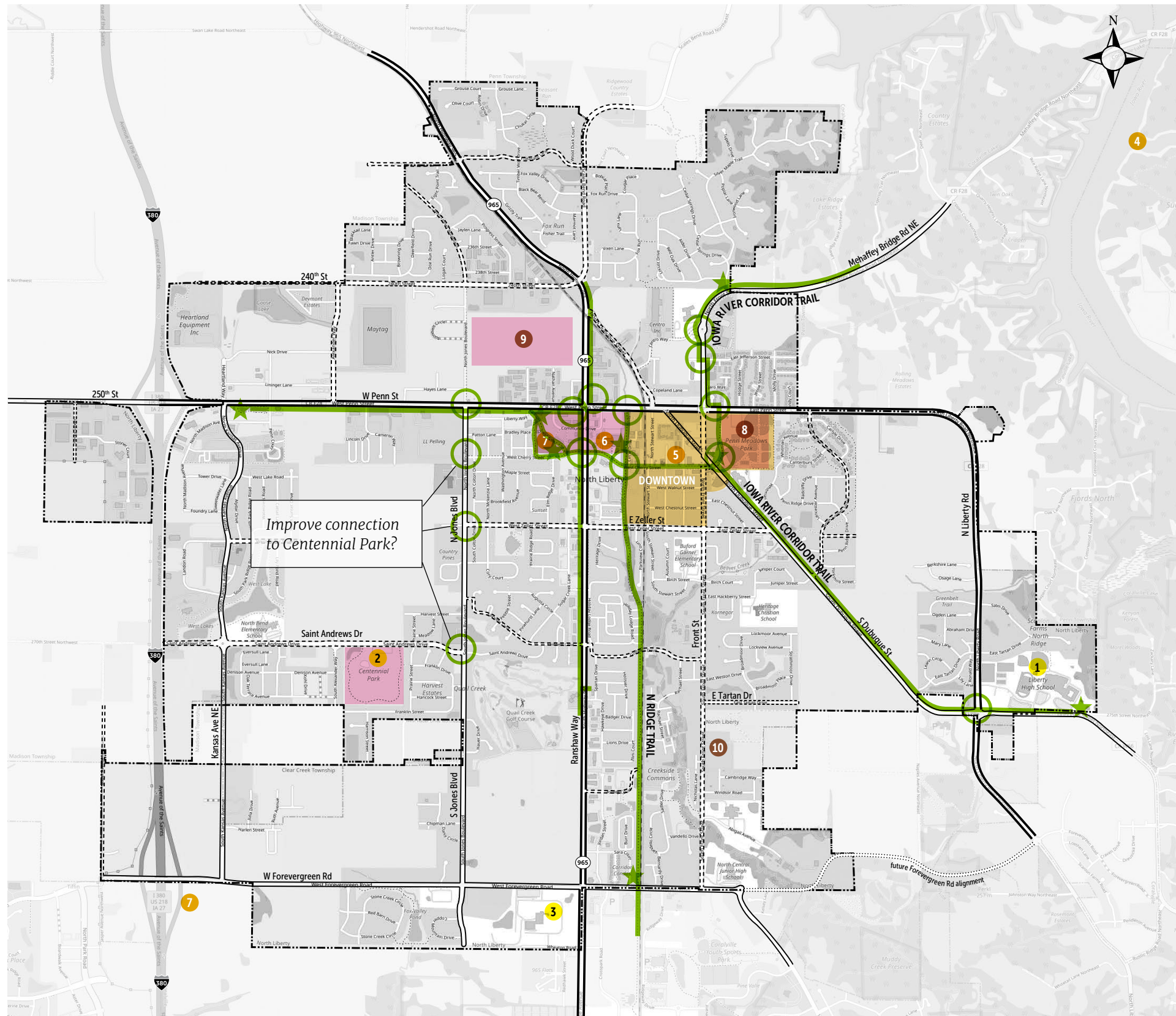
- 9 Northside Park
- 10 Colony Acres
- ★ Trail(heads)

KEY

- City Border
- Major Arterial Road
- Minor Arterial Road
- Collector Road
- Proposed Road

As identified in the North Liberty Connected to Tomorrow Comprehensive Plan

Bike & Pedestrian Traffic



TOP DESTINATIONS

Tier 1a

- 1 High School
- 2 Centennial Park
- 3 UI Healthcare

Tier 1b

- 4 Sugar Bottom Reservoir
- 5 Downtown
- 6 Community Center/ Library
- 7 Liberty Centre
- 8 Penn Meadows

Tier 2

- 9 Northside Park
- 10 Colony Acres
- ★ Trail(heads)

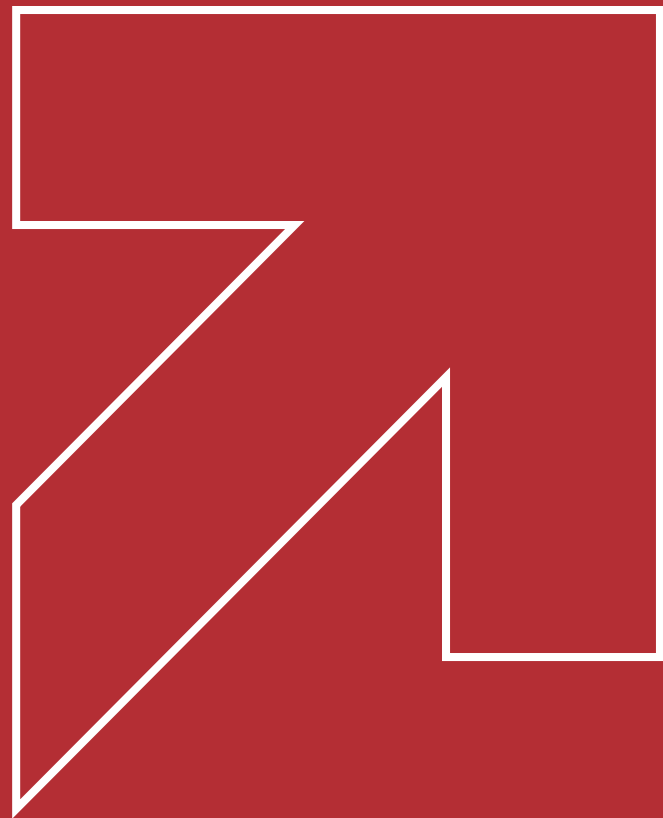
- High Pedestrian Activity
- Primary Paths/Trails
- Decision Point

KEY

- City Border
- Major Arterial Road
- Minor Arterial Road
- Collector Road
- Proposed Road

Trailheads, major trail junctions, or “pause” points with high pedestrian activity should be emphasized with signage that contains comprehensive information about the trail/route network and community events to support better connection throughout the city and adjoining communities.

As identified in the North Liberty Connected to Tomorrow Comprehensive Plan



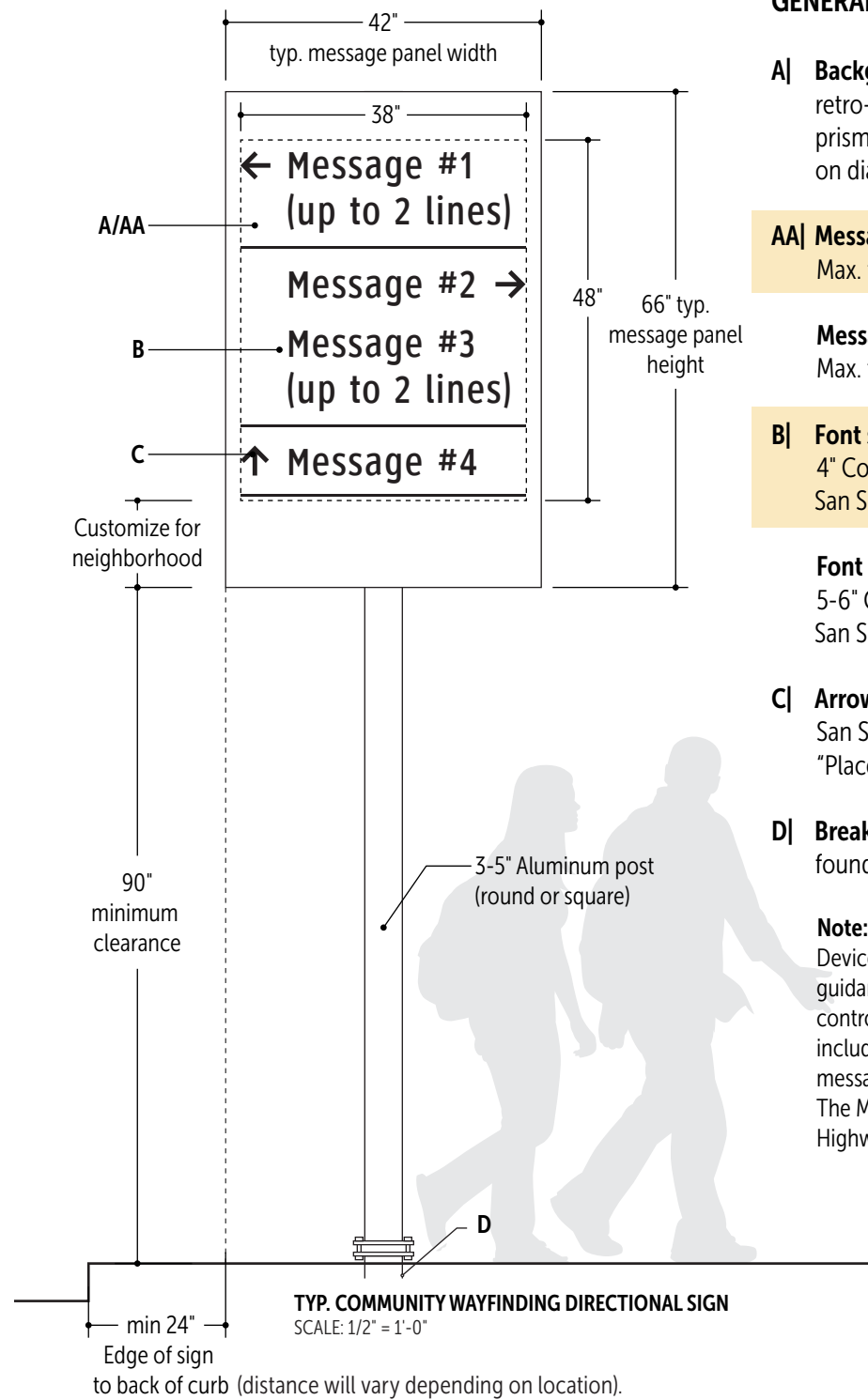
Signage Guidelines & Regulations

North Liberty Sign Program Guiding Principles & Recommendations

1. Provide a **more welcoming experience with larger gateway elements** at key “perceived” points of entry. Mark official city boundaries with smaller jurisdictional markers. Perceived gateways may be scaled differently (e.g. residential or less traffic vs. commercial/higher speed traffic).
2. Direct to **highly-visited public destinations**. Private businesses and shopping centers cannot be on vehicular signage. Liberty Centre may be an exception because it functions similar to a park, hosting community events and is owned by the City.
3. Begin to **establish Downtown (nomenclature to be determined)** as a destination via lower-cost placemaking elements (educating the public that it is a unique area).
4. Once established, Downtown may become a destination (or district) that is known to contain City Hall, Police Station, and Penn Meadows Park. (For now, do not direct to “Downtown” as an area, but provide **directionals to downtown facilities once in closer proximity**).
5. Add **placemaking/city branded elements at major gathering areas** (e.g. Centennial Park, Downtown, Liberty Centre) to celebrate these areas as community assets. Provide **information kiosks** to inform the public of events. Kiosks are also where private businesses can be listed, as this type of signage can be updated more easily and frequently.
6. **Identify trail access (on and off) points with branded signage**. Signage may contain direction to city amenities, a map, and information about the trail/route network to promote community connection and an alternate travel method from driving. These access points could also contain amenities such as bike “fix-it” stations, water, etc.
7. Use **smaller scaled directional signage at trail/pedestrian decision points** to better connect city amenities, especially parks and other trails.
8. Continue to utilize the **carved stone design for city park identification**. This has established a consistent, high-quality look and feel.

Signage Guidelines & Regulations

Federal and state guidelines limit the amount of information that is allowed on vehicular wayfinding signs. Studies have shown that humans can only comprehend a particular number of messages traveling at certain speeds.



ANATOMY OF A VEHICULAR COMMUNITY WAYFINDING SIGN

GENERAL GUIDELINES

A| Background and graphics to be retro-reflective using high-intensity prismatic vinyl (graphics may be printed on diamond grade reflective sheeting)

AA| Message Quantity: less than 35MPH
Max. four (4) destinations

Message Quantity: greater than 35MPH
Max. three (3) destinations

B| Font size: less than 35MPH
4" Copy Height
San Serif

Font size: greater than 35MPH
5-6" Copy Height
San Serif

C| Arrow Style:
San Serif
"Placed with directive"

D| Break-away pole connection/
foundation as approved by DOT/FHWA

Note: The Manual on Uniform Traffic Control Devices (MUTCD) sets standards and provides guidance to ensure uniformity of traffic control devices across the nation. This includes, but is not limited to, use of messages, location, size, shapes, and colors. The MUTCD is published by the Federal Highway Administration (FHWA).

DESIGN CRITERIA & WAYFINDING STRATEGY

> USER FRIENDLY | Text, graphics and mapping is legible and uncomplicated.

- Directional messages will be limited to no more than 4–5 messages.
- The users' initial destination for all vehicular wayfinding is Parking (closest to their destination).

> AESTHETICS | Harmonious in all respects, enduring design and appropriate scale.

> MAINTAINABLE | Cleanable, repairable surfaces, information easily changed or added, low maintenance and durable. Information hierarchy allows for an organized and manageable wayfinding program.

> VANDAL RESISTANT | No exposed access points, tamper proof screws and bolts, strong structures that are securely installed.

> ORIENTATION | Signs oriented for the greatest visibility for users.

- Landscaping and other structures should enhance and not interfere with the visibility of the sign.
- Directional signs will be implemented at key decision points and announce only major visitor-based destinations. Private businesses (corporate offices, restaurants, hospitality, etc.) are not typically placed on community wayfinding signs.

> CONSISTENCY | Sign/element design are consistent throughout the sign system and easily recognized as information hubs throughout the City.

- Nomenclature should be consistent from wayfinding signs down to actual identification at the destination arrival point. This consistent language should flow down to pedestrian sign systems as well as destination language used by the places and institutions themselves.
- Parking lot identification sets up a recognizable system, limits message lengths, and reinforces a unified parking experience.

> SYSTEM | This program must consider the use of all wayfinding tools and not simply signage.

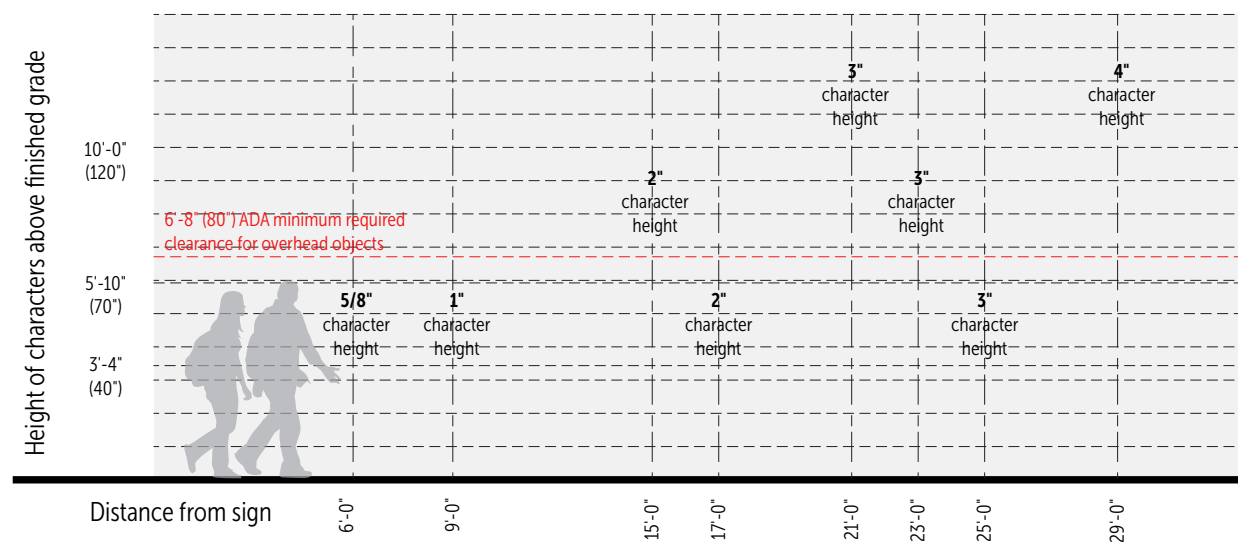
- Sign messages should be communicated in a hierarchial progression from general to specific as visitors move from the outskirts of the city toward their destination.
- Effective wayfinding provides the most critical information at the proper and relevant time.

Signage Guidelines & Regulations

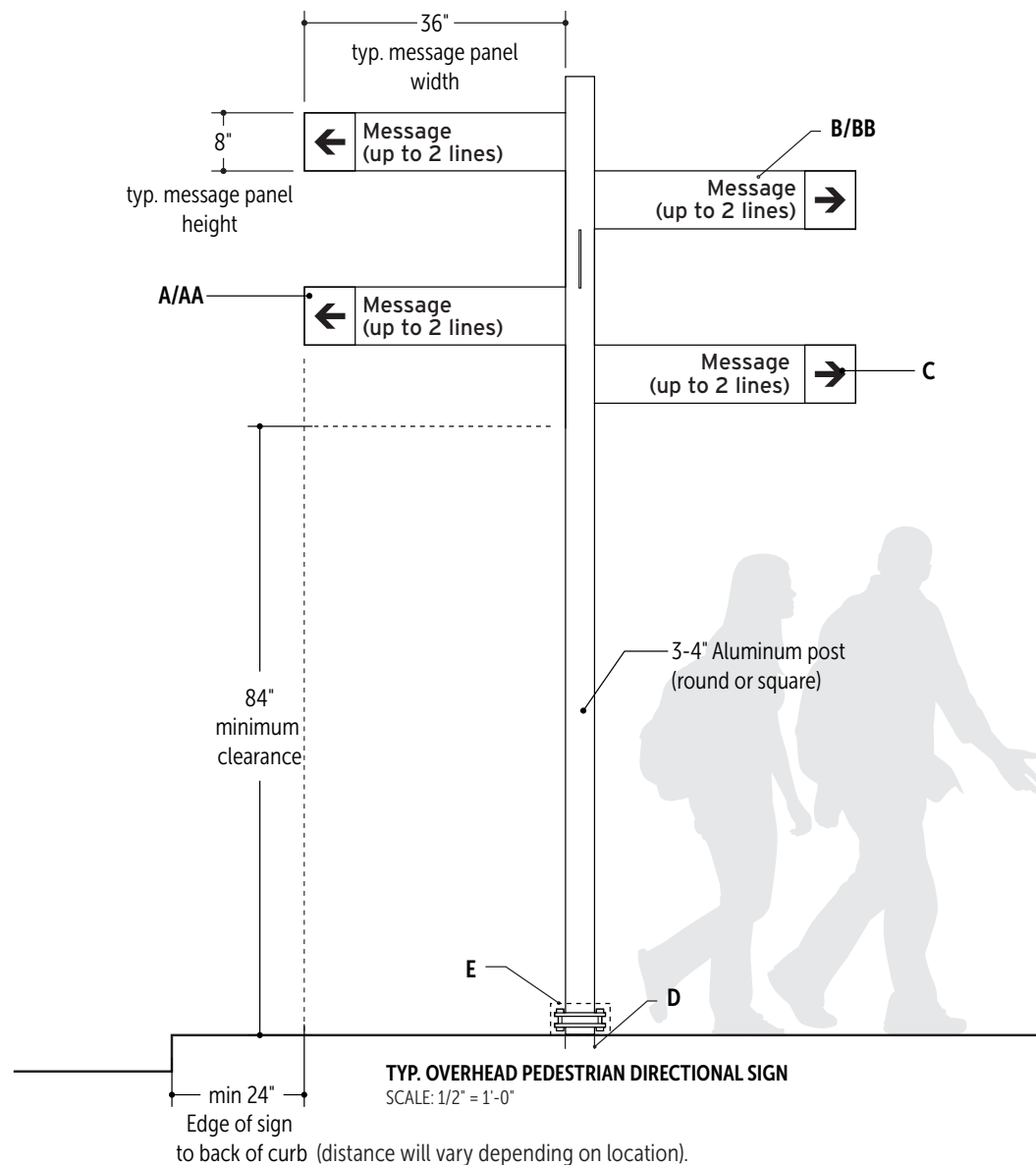
Federal and state regulations do not apply to pedestrian signage, however, guidelines have been established based on accessibility. ADA compliance & other wayfinding principles should be followed.

VISUAL CHARACTER SIZE

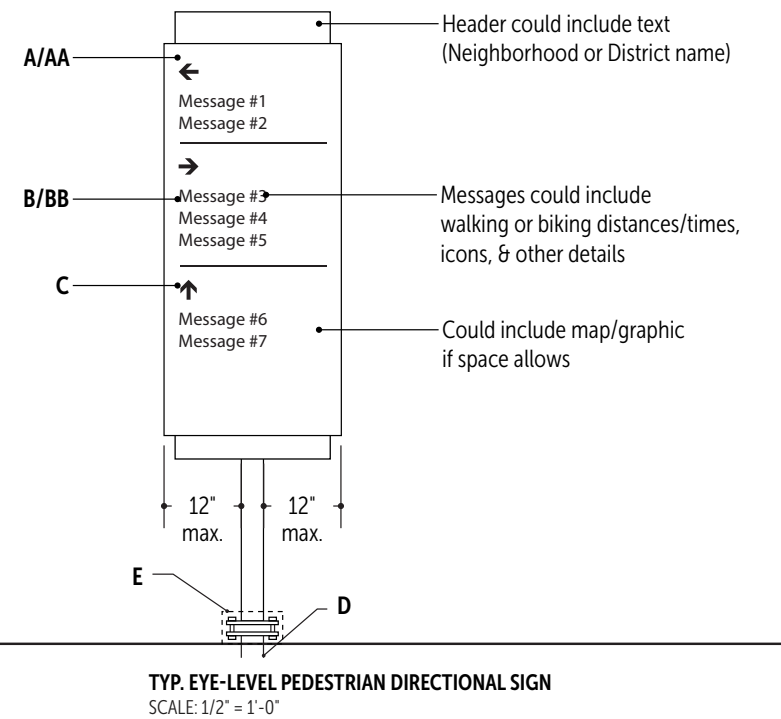
per the SEGDA ADA Update – Signage and the 2010 ADA Standards for Accessible Design



*Character heights shown are the minimum recommended cap height of the letters.

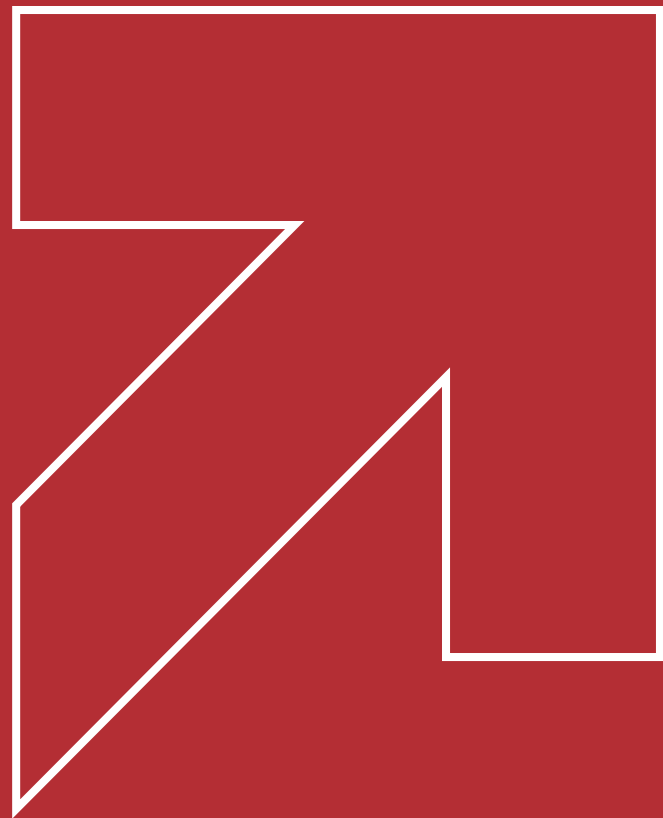


ANATOMY OF A PEDESTRIAN COMMUNITY WAYFINDING SIGN



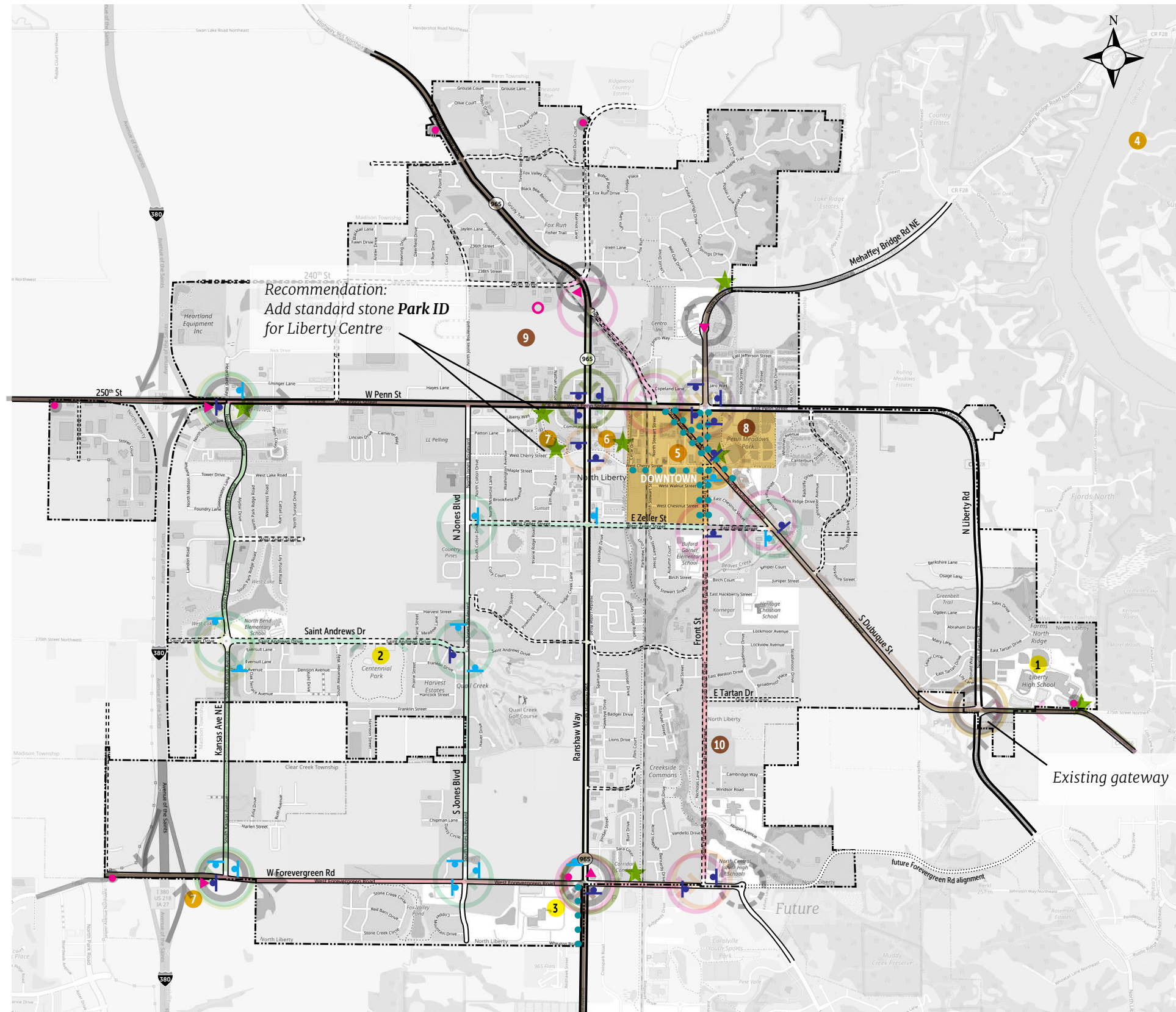
GENERAL GUIDELINES

- A| Background and graphics** are typically paint and vinyl (not required to be reflective)
- AA| Panels** are typically aluminum and attached to be modular for ease of updating
- B| Font size** is based on a combination of the typical viewing distance and height above grade (Recommend 3" minimum for overhead)
- BB| Font style** should be sans serif (Headers and decorative elements may be serif)
- C| Arrow Style** should be San Serif and "placed with directive"
- D| Break-away pole** connection/foundation as approved by DOT/FHWA (Required if sign is placed within the public right of way)
- E| Decorative base** to cover hardware



Preliminary Programming

Preliminary Programming / Vehicular Wayfinding



PRELIMINARY SIGN TYPES

- ▲ Perceived Gateway
- Water Tower Graphic
- Jurisdictional Marker
- └ Vehicular Directional
- └ Trailblazer
- Permanent Banner

TOP DESTINATIONS

Tier 1a

- 1 High School
- 2 Centennial Park
- 3 UI Healthcare

Tier 1b

- 4 Sugar Bottom Reservoir
- 5 Downtown
- 6 Community Center/ Library
- 7 Liberty Centre
- 8 Penn Meadows

Tier 2

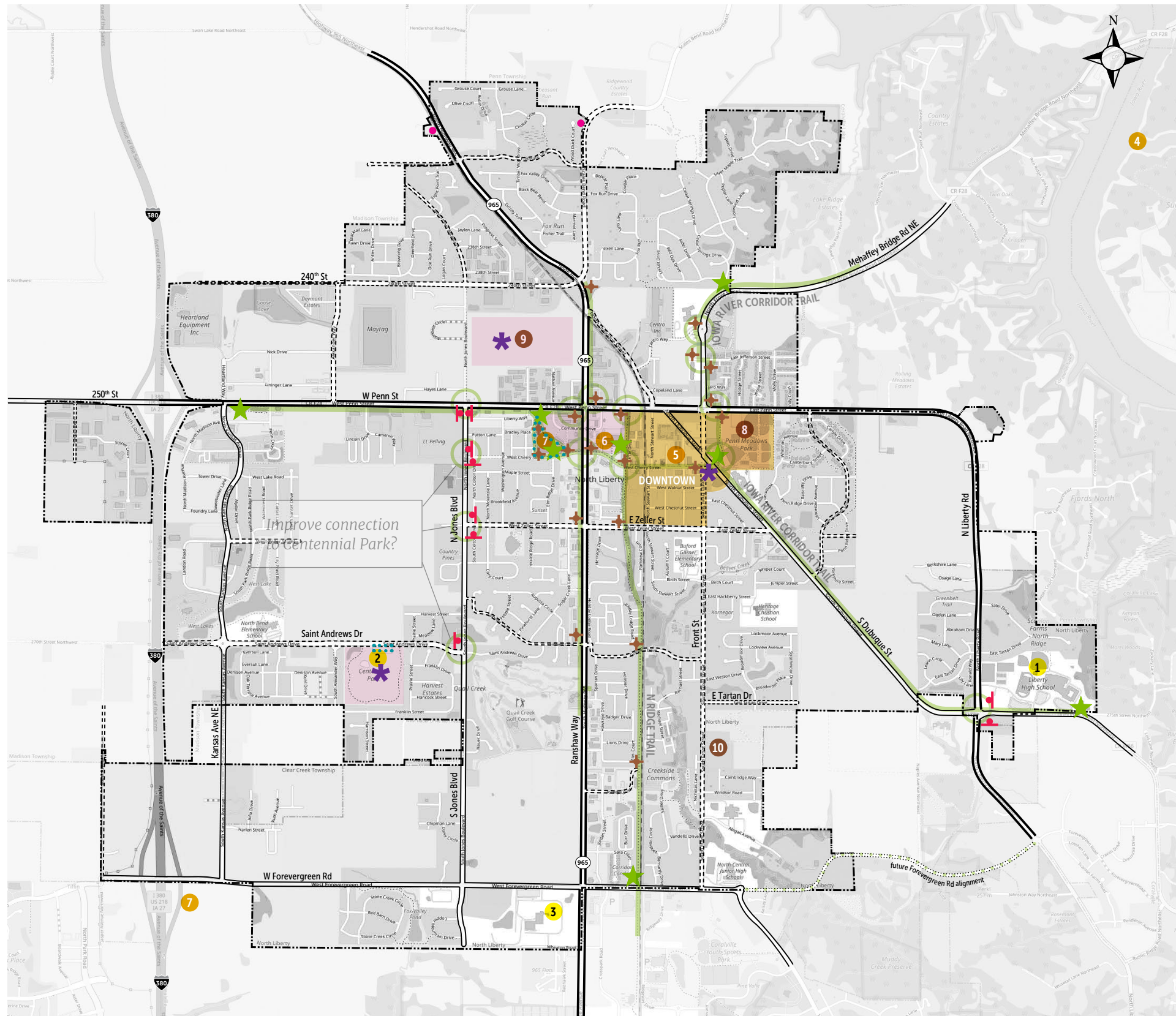
- 9 Northside Park
- 10 Colony Acres
- ★ Trail(heads)

KEY

- City Border
- Major Arterial Road
- Minor Arterial Road
- Collector Road
- Proposed Road

As identified in the North Liberty Connected to Tomorrow Comprehensive Plan

Preliminary Programming / Pedestrian, Bike, & Trail Wayfinding



PRELIMINARY SIGN TYPES

- ★ Trail Gateway/Kiosk
- + Trail Directional
- ✳ Information Kiosk
- ┌ Bike Directional (non-trail/on road)
- Permanent Banner

TOP DESTINATIONS

Tier 1a

- 1 High School
- 2 Centennial Park
- 3 UI Healthcare

Tier 1b

- 4 Sugar Bottom Reservoir
- 5 Downtown
- 6 Community Center/Library
- 7 Liberty Centre
- 8 Penn Meadows

Tier 2



- 9 Northside Park
- 10 Colony Acres
- ★ Trail(heads)

KEY



- City Border
- Major Arterial Road
- Minor Arterial Road
- Collector Road
- Proposed Road

As identified in the North Liberty Connected to Tomorrow Comprehensive Plan

Sign Type Recommendations & Examples

Sign Type	Perceived Gateways & Jurisdictional Markers	Vehicular Directionals & Trailblazers
<p>Description & Function</p>	<p>Gateways announce arrival when entering a town. While smaller signs define jurisdictional boundaries, larger gateway elements are often placed at points where one psychologically feels as if they have arrived and at locations that provide the best experiences. Gateways can range from a single sign element to a series of installations, banners, or public art.</p>	<p>Large vehicular signs designed to be easily read by people driving at speeds of 25 mph or more, directing to major destinations or general areas. Messages typically progress from general to specific as a person approaches their destination and can contain multiple or single messages. Typically post-mounted and breakaway, federal and state guidelines dictate design, structure, size and messages.</p>
<p>Examples</p>		



Sign Type Recommendations & Examples

Sign Type	Information Kiosks	Trail Gateway/Identification & Directional
Description	<p>A sign that provides orientation and information within a community. This sign could include a changeable map with walking/biking distances, a directory of businesses and services, and areas to promote events.</p>	<p>Trail identification signs that could include a map with kayaking/walking/biking distances, types of activities allowed, rules, information, and areas to promote community events.</p>
Examples		

Sign Type Recommendations & Examples

Future Recommendation

(once "downtown" is established & well-known as unique destination and specialized area)

Sign Type	Permanent Banner/Area Identification	Downtown Gateways
<p>Description</p>	<p>Signage or placemaking element that identify special community areas with high amounts of activity. These items not only help identify the specific amenity, but also help foster neighborhood pride.</p>	<p>Usually smaller than City Gateways, these signs signify entry into the Downtown. While designed to be part of the overall sign system, these often have a unique feel specific to represent the character of the area. Like City Gateways, these can range from a single sign to a series of elements.</p> <p><i>Note: This sign type has not been figured into the sign type quantities/preliminary budget.</i></p>
<p>Examples</p>		












Placemaking & Experience

Placemaking elements are items beyond traditional wayfinding signage (banners, street sign enhancements, logos, crosswalks, public art, etc.) that help elevate and reinforce a sense of place, community pride, and visitor experience. They are typically found within Downtown or other specialized areas or places.

Note: These items have not been figured into the sign type quantities/preliminary budget.



Preliminary Budget

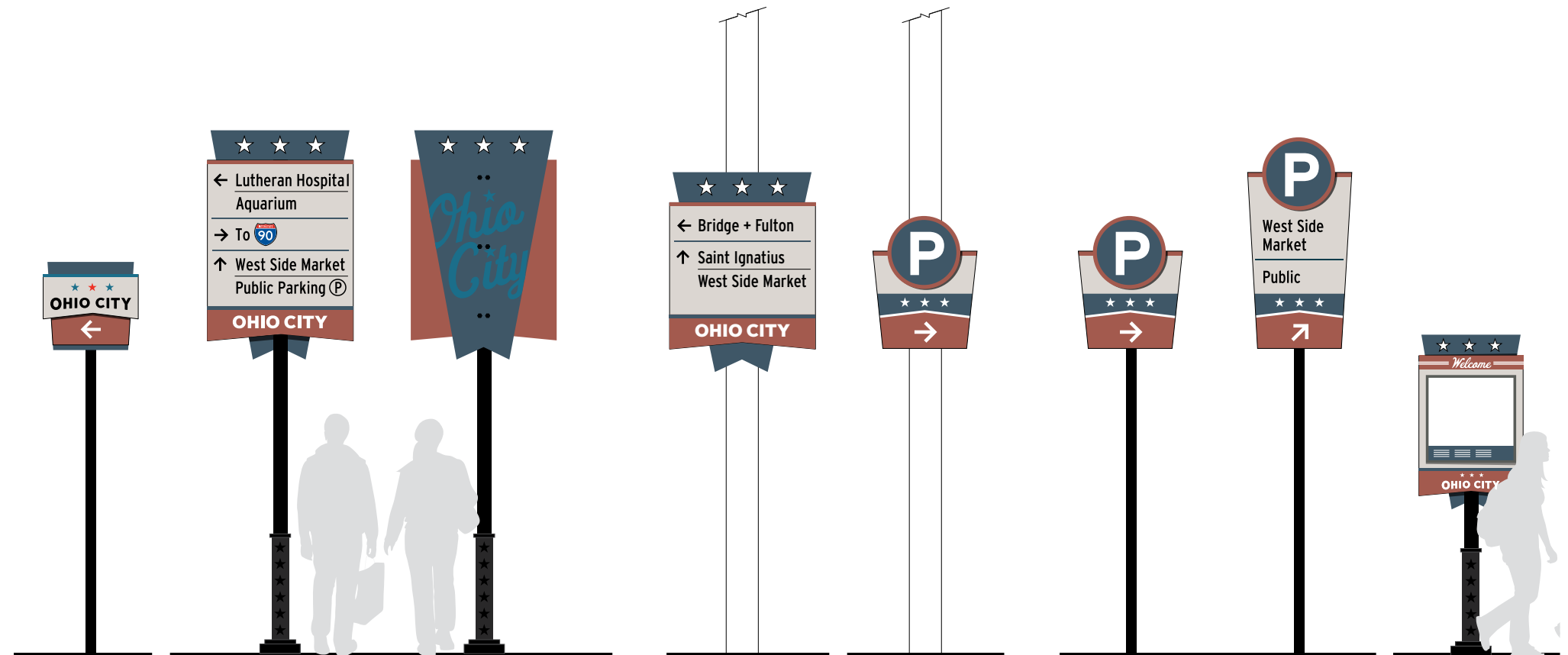
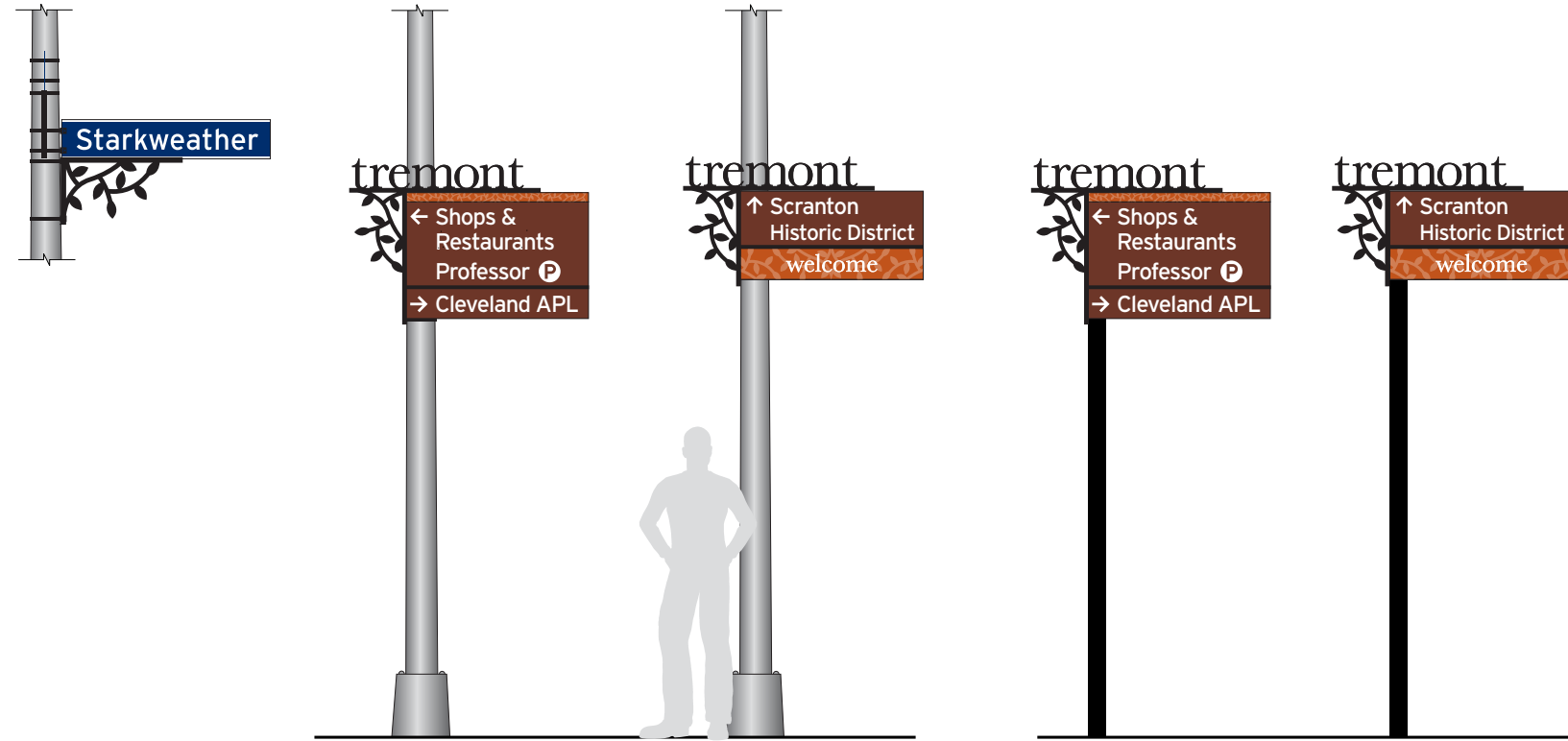
NLI1862 Wayfinding Budget - October 17, 2024								
SIGN TYPE		QTY	UNIT	UNIT PRICE	UNIT PRICE	EXTENDED PRICE	EXTENDED PRICE	NOTES
				LOW	HIGH	LOW	HIGH	
Vehicular Sign Program								
	Perceived Gateway	5	EA	\$13,000.00	\$40,000.00	\$65,000.00	\$200,000.00	
	Jurisdictional Marker	6	EA	\$6,000.00	\$10,000.00	\$36,000.00	\$60,000.00	
	Vehicular Directional	18	EA	\$8,000.00	\$12,000.00	\$144,000.00	\$216,000.00	
	Vehicular Trailblazer	15	EA	\$5,000.00	\$8,000.00	\$75,000.00	\$120,000.00	
	Water Tower Graphics	2	EA	TBD	TBD			Not included in Subtotal
	Permanent Banner	TBD	EA	\$4,000.00	\$8,500.00			Not included in Subtotal
	Subtotal	44				\$320,000.00	\$596,000.00	
Bike & Pedestrian Program								
	Trail Gateway/Kiosk	8	EA	\$6,500.00	\$12,000.00	\$52,000.00	\$96,000.00	Non-digital
	Trail Directional	20	EA	\$4,500.00	\$9,500.00	\$90,000.00	\$190,000.00	
	Information Kiosk	3	EA	\$6,500.00	\$12,000.00	\$19,500.00	\$36,000.00	Non-digital
	Bike Directional (non-trail/on road)	9	EA	\$4,500.00	\$8,000.00	\$40,500.00	\$72,000.00	
	Permanent Banner	TBD	EA	\$4,000.00	\$8,500.00			Not included in Subtotal
	Subtotal	40				\$202,000.00	\$394,000.00	
Future								
	Downtown Gateway	7	EA	\$6,500.00	\$14,000.00	\$45,500.00	\$98,000.00	Not included Subtotal
Guide Professional Fees								
	Schematic Plan					\$21,500.00		includes sign program concept design (two concepts), full schematic sign family design and preliminary programming (location plans and message schedule)
	Comprehensive Sign Program Development						\$48,500.00	includes all the above PLUS development of bid packages (ie. sign program design development 60-90%, 1 round of location plan/message schedule revision including an onsite programming visit, bid package development with performance specification and bid worksheet)
	Subtotal					\$21,500.00	\$48,500.00	See Next Steps: Project Approach for more details
Total based on Preliminary Programming		84				\$548,000.00	\$1,036,500.00	
Contingency				10%	15%	\$54,800.00	\$155,475.00	
GRAND TOTAL						\$624,300.00	\$1,286,975.00	
GENERAL NOTES:								
1. Costs will be affected by final materials, dimensions, quantities, and overall design. Prices above are based on historical data for similar projects.								
2. Prices above include installation per sign type. Installation costs are typically affected by the quantity of signs implemented at once. (Greater quantities typically reduce overall installation costs).								
3. Above costs do not include Guide Studio bid & implementation management, permitting, engineering, running of power to illuminated signs, and additional costs/fees by the fabricator.								

Budget Range Examples

TIER 1: LOW

Simpler in design and size, these projects often enhance the existing elements of a wayfinding or signage program instead of starting from scratch, and typically do not include large or elaborate gateway elements. Signs may be attached to existing poles or structures and any new elements would be added to existing signage or posts.

Sign designs that leverage flat graphics and simple shapes are cost effective, using single sheets of aluminum in fabrication.



Budget Range Examples

TIER 2: MEDIUM

While the journey is always a priority no matter the budget, Tier 2 allows for more customization. Decorative posts or fabricated panels that are layered and dimensional allow for a more intricate and higher quality aesthetic within the destination.

Custom shapes and cuts, and light use of masonry or stonework add to the character and the quality (as well as the cost).



Budget Range Examples

TIER 3: HIGH

In addition to being larger in scope and complexity, these projects often include a higher level of customization, including elaborate shapes, complex designs and unique materials that appeal to a higher aesthetic.

Illuminating signs or adding electrical components, heavy use of masonry or stonework, and large gateway elements beautify the space and create an eye-catching wayfinding program.



Budget Range Considerations

No matter the size of the wayfinding project, there are always considerations and variables that impact scope and budget.

Some variables are easier to visualize when looked at through the lens of fabrication. A more complicated signage system with layering and ornate details will drive up cost. In some cases, cities take the responsibility of removing existing signage, but that can also fall on the fabricator, adding to the overall cost. The type of installation required can affect cost. For example, installing a post in soil is typically easier (and less expensive) than installing in concrete or pavement. These are all variables that need to be considered when planning and budgeting for your wayfinding and signage program.

Material Selection

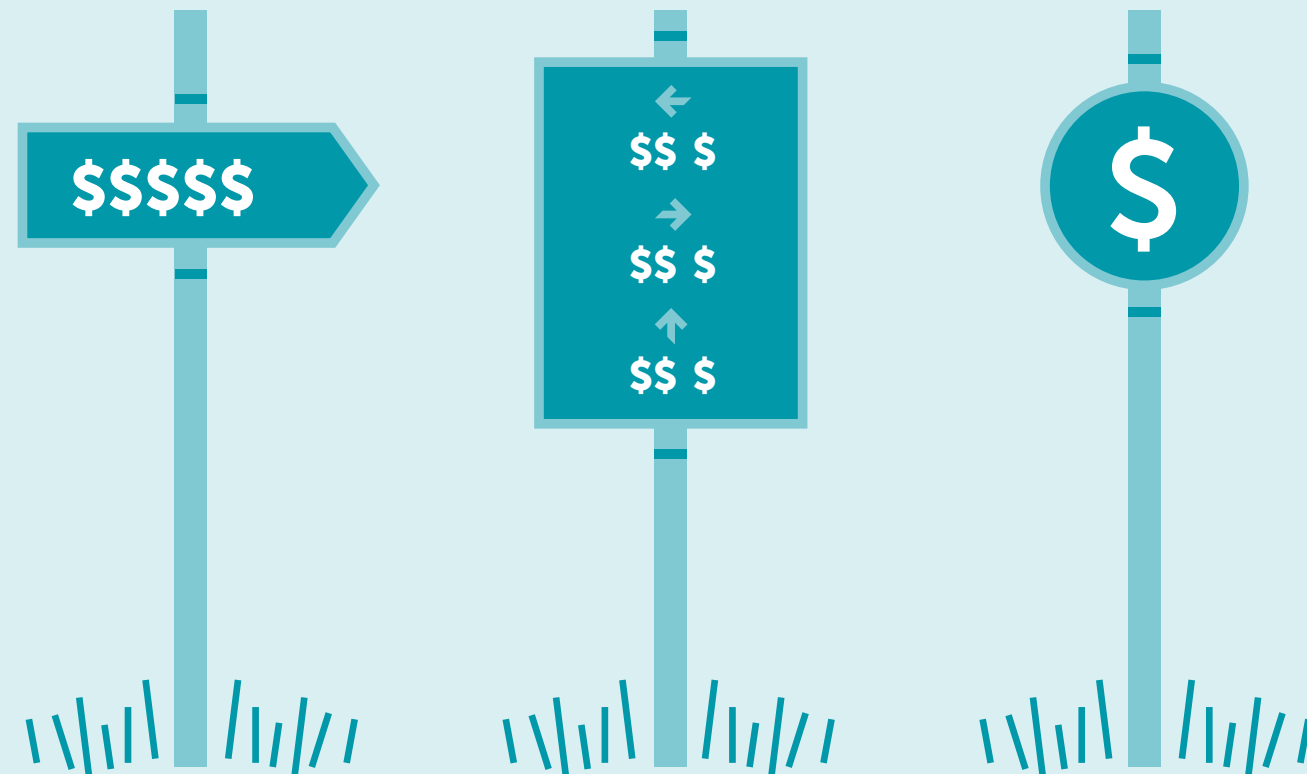
Most exterior signs are built from aluminum, but other higher end materials can be used if the design intent or brand aesthetic calls for it.

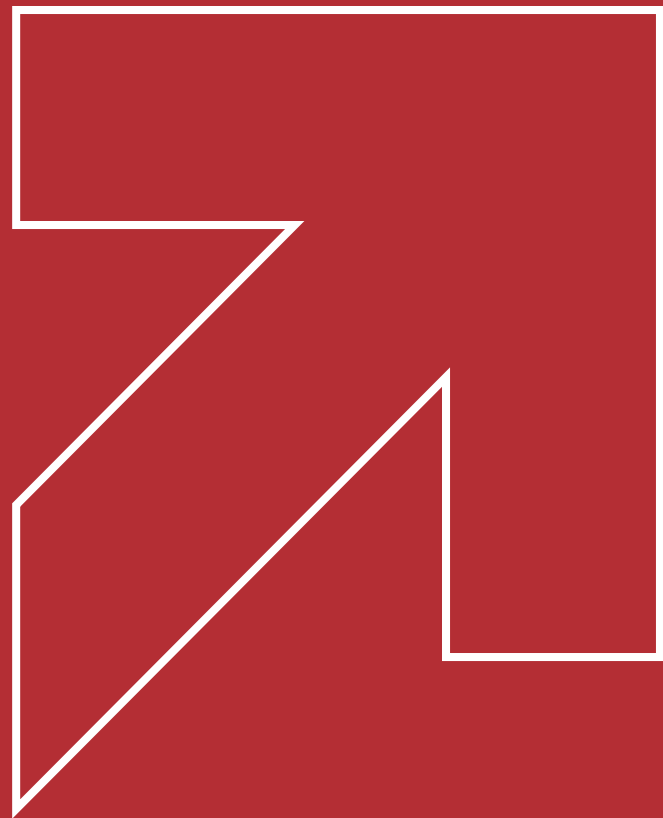
Material Usage

Typically the larger amount of material used equals a better cost per unit, essentially buying in bulk and cutting down on waste.

Size & Scale

The size and complexity of signs implemented in a project directly affect the fabrication and installation cost.





Next Steps

Next Steps

TIMELINE

The following timeline is a rough estimation. Several factors may affect the timeline including client review and approval, government review processes, bidding process, size and scope of the project, etc.

PHASE 2 12–16 WEEKS

Design & Programming

- Kick-off Meeting(s)/Site Visit
- Conceptual Design & Presentation
- Schematic Design (30%) & Presentation
 - Programming Revisions
 - Fabrication Budget Update
- Design Intent (60%) & Presentation
 - Programming Revisions
 - Fabrication Budget Update
- Bid Package (100%)
- Prepare Final Art

PHASE 3 24–36 WEEKS

Implementation

- Bid Process
- Bid Review and Evaluation
- Contractor Meetings & Coordination
- Submittal Reviews
- Fabrication
- Installation
- Punch list
- Final Inspection

Next Steps

PROJECT APPROACH: DESIGN DEVELOPMENT

DEVELOPMENT APPROACH & COSTS

Signage and Wayfinding Design and programming is an iterative process. We will present progressive documentation for review in the following submittal types: Conceptual Design, Schematic Design, and Design Intent.

The following outline is the Scope and Approach to developing a Signage and Wayfinding Program that is ready for Implementation.

The outline and fee takes in the assumptions that we would develop the sign program containing signs per the Signage & Wayfinding Assessment. Additional sign types or other types of placemaking elements would constitute a separate effort.

Part 1: Schematic Plan

Conceptual Design: We will present up to (2) conceptual design schemes for the proposed program. Client team/Steering Committee will select a conceptual direction to move forward and provide consolidated feedback to inform the next phase of development.

- Concepts may include hand sketches, scaled drawings, support imagery and notations to describe the concepts.
- 4–6 sign types will be selected from the Sign Type Hierarchy to demonstrate the conceptual design themes.
- One round of design refinement is included to apply initial comments and/or consolidation of ideas.
- A preliminary budget range will be developed using cost data from comparable programs developed within the last 2–3 years.

Schematic Design (30%): Based on the selected concept direction, our team will begin to develop the full sign family, which includes the development of a coordinated Message/Content Schedule and Location Plan. Activities and deliverables include:

- Schematic Design Drawings provide scaled drawings with basic dimensions, material, color and recommended fabrication techniques. Client team will review and provide consolidated feedback. Any revisions will be presented in the Design Intent (60%) Phase.
- Mock-ups/photo renderings of the signs within the context of the proposed environment may be developed.

- Schematic Design Documents will be shared with a Fabrication Partner to update the budget based on the agreed upon designs and discuss any construction recommendations. The updated budget will be shared with the Client Team. Client team will review and provide feedback.

Sign System Programming: Based on the Signage and Wayfinding Assessment, we will create message schedules and location plans for the study area. Client team will review and provide consolidated feedback.

- Guide Studio uses Sign Agent, a cloud-based sign project management tool for planning and managing sign programs. We will be able to provide you access to the plans for reviewing locations and messages and you will be able to note changes and revisions directly in the program. If necessary, our team can review programming in-depth with the Client Team, either on-line or on-site, depending on the agreed amount of visits.
- If necessary, our team will meet with the local DOT to ensure adherence to federal and state regulations, right-of-way issues, and review sign type messages and locations along state routes.

City Council/Planning Review Board Presentation (if applicable): The Schematic Design will be presented to the required government review boards for final approval before development of bid documents.

This would also be a great time to regroup with your Steering Committee to share the progress of the work they helped develop.

PROJECT APPROACH: DESIGN DEVELOPMENT

Part 2: Design Intent

Design Intent is when the sign family is developed into a formal document that fabricators can use to bid on and implement your sign program. Design Intent includes more functional details with selected material, color, finishes, etc. Detailed views of architectural elements, construction and installation will also be developed.

Design Intent (60%): Based on feedback received from the Schematic design package, we will update and expand the design details for all the sign types recommended. Client team will review and provide feedback.

Design Intent (90%): Based on feedback received from the Design Intent 60% package, we begin to finalize the sign type drawings and add any details needed for a comprehensive bid package.

- Performance Specifications will be developed. This is instructional and guidance information for sign contractors in regards to the performance expectations of materials used, fabrication and installation techniques, warranty requirements as well as maintenance information/instructions such as location conditions, installation needs and requirements.
- Drawings may include additional views and details for each sign type along with more extensive dimensioning of sign structure components. Material and installation specifications will be finalized.
- Client team will review and provide final feedback to be incorporated into the Bid Document.

Bid Documentation (Design Intent 100%): Based on feedback received from the 90% Design Intent Package, we will add any final details to communicate the design intent to potential fabrication/sign contractors to obtain bid proposals to build and install the program. Bid Documents include:

- **Sign System Programming:** Location plans and a coordinated message schedule including special instructions for installation and/or removal of existing signage.
- **Sign Type Drawings:** Our instructional drawing sets may include additional views and details for each sign type along with more extensive dimensioning of sign structure components. Material, installation, and performance specifications will be finalized.
- **Itemized Bid Worksheet:** An electronic spreadsheet will be provided so that bidders provide costs in the same manner, making comparison and evaluation simpler and more accurate.

Professional Fees

Part 1: Design Development **\$21,500**

- Conceptual Design–Schematic Design
- Final deliverable: Schematic Sign Package

Part 2: Design Development **\$27,000**

- Design Intent–Bid Documentation
- Final deliverable: Bid Package with Bid Worksheet

Note: Guide Studio reserves the right to review fees proposed above before issuing a formal quotation or proposal. Factors including, but not limited to, scope of work, number of requested visits or meetings, etc. may affect final fees.

Resolution No. 2024-116

**RESOLUTION OF THE CITY COUNCIL ADOPTING THE
SIGNAGE AND WAYFINDING ASSESSMENT**

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

WHEREAS, the City contracted with Guide Studio, Inc. for Signage Wayfinding Assessment and Needs Analysis in July 2024; and

WHEREAS, the City of North Liberty participated in the assessment of signage and wayfinding; and

WHEREAS, Guide Studio, Inc. has presented a Signage and Wayfinding Assessment;

NOW, THEREFORE, BE IT RESOLVED that the North Liberty City Council does hereby adopt the Signage and Wayfinding Assessment as a general guide to create and install signage and wayfinding in the City.

APPROVED AND ADOPTED this 10th day of December, 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



Solomons Landing – Part Five Final Plat

Prepared by: Ryan J. Prahm
Pugh Hagan Prahm PLC

425 E. Oakdale Blvd., Suite 201
Coralville, IA 52241

Phone (319) 351-2028
FAX (319) 351-1102

OFF-SITE STORM SEWER AND DRAINAGE EASEMENT AGREEMENT

SOLOMONS LANDING - PART FIVE NORTH LIBERTY, IOWA

THIS OFF-SITE STORM SEWER EASEMENT AGREEMENT (“Agreement”), made and entered into by and between Solomons Landing Owners’ Association (“Owner”), which expression shall include its successors in interest and assigns, and the City of North Liberty, Iowa, a municipal corporation (the “City”), which expression shall include its successors in interest and assigns, and Pratt Real Estate Management, Inc. (“Subdivider”), which expression shall include its successors in interest and assigns.

WITNESSETH:

It is hereby agreed as follows:

For the sum of \$1.00 plus other valuable consideration, the receipt of which is hereby acknowledged, Owner hereby grants and conveys to the City an easement for the purposes of excavating for and the installation, replacement, maintenance and use of such storm water lines, pipes, mains, conduits, with all necessary appliances and fittings, for the use in connection with said lines, together with adequate protection therefor, and also a right of way, with the right of ingress and egress thereto, over and across the areas designated as “Storm Sewer and Drainage Easement” as shown on Exhibit “A”, attached hereto and incorporated herein by reference, hereafter described as “easement area.”

Owner further grants to the City:

1. The right of grading said easement areas for the full width thereof, and to extend the cuts and fills for such grading into and onto said lands along and outside of the said easement area to such extent as the City may find reasonably necessary.
2. The right from time to time to trim, cut down and clear away any and all trees and brush on said easement area and also to trim, cut down and clear away any trees on either side of

said easement area which now or hereafter in the opinion of the City may be a hazard to said easement area, or which may interfere with the exercise of the City's rights hereunder in any manner.

The City shall promptly backfill any trench made by it, and repair any damages caused by the City within the easement area. The City shall indemnify Owner against unreasonable loss or damage which may occur in the negligent exercise of the easement rights by the City. Except as expressly provided herein, the City shall have no responsibility for maintaining the easement area.

Owner reserves the right to use said easement area for purposes which will not interfere with the City's full enjoyment of the rights hereby granted; provided that the Owner shall not erect or construct any building, fence, retaining wall, or other structure, plant any trees, drill or operate any well, or construct any reservoir or other obstruction on said areas, or diminish or substantially add to the ground cover over said easement area. Fences and/or trees placed in the easement area, with or without City approval, may be removed by the City without compensation or replacement.

Owner does hereby covenant with the City that it is lawfully seized and possessed of the real estate above described, and that it has a good and lawful right to convey it, or any part thereof.

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 Subdivider be deemed acting as the City's agent during the original construction and installation of said improvement. Parties agree that the obligation to install the public improvement(s) herein shall be in accordance with City specifications, and the obligation shall remain on Subdivider until completion by Subdivider, and until acceptance by the City, as by law provided.


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 and with the title to the land.

[Signature pages to follow]

[Signature page to Off-Site Storm Sewer Easement Agreement]

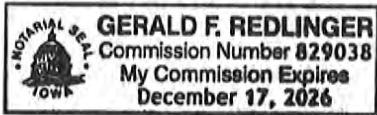
Dated this 4th day of December 2024.

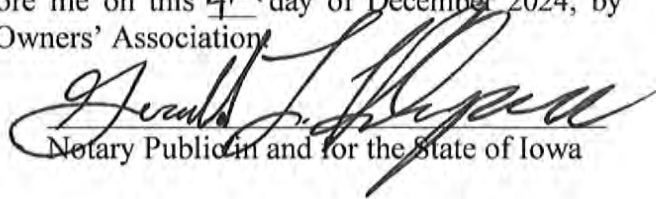
SOLOMONS LANDING OWNERS' ASSOCIATION

By: 
Brandon Pratt, President

STATE OF IOWA, COUNTY OF JOHNSON, ss:

This instrument was acknowledged before me on this 4th day of December 2024, by
Brandon Pratt, President of Solomon's Landing Owners' Association




Notary Public in and for the State of Iowa

[Signature page to Off-Site Storm Sewer Easement Agreement]

CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman, Mayor

ATTEST: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this ____ day of _____, 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

[Signature page to Off-Site Storm Sewer Easement Agreement]

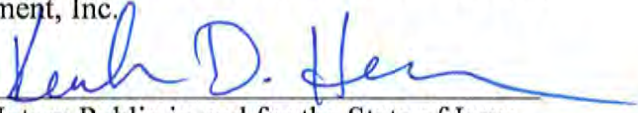
Dated this 4th day of December 2024.

PRATT REAL ESTATE MANAGEMENT, INC.

By: 
Brandon Pratt, President

STATE OF IOWA, COUNTY OF JOHNSON, ss:

This instrument was acknowledged before me on this 4 day of December 2024, by Brandon Pratt, President of Pratt Real Estate Management, Inc.


Notary Public in and for the State of Iowa



LOCATION: A PORTION OF OUTLOT "B" OF SOLOMON'S LANDING - PART ONE, AND A PORTION OF AUDITOR'S PARCEL 2024017, LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 80 NORTH, RANGE 7 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, JOHNSON COUNTY, IOWA.	SURVEY REQUESTED BY: PRATT REAL ESTATE MANAGEMENT INC 75 COMMERCIAL DRIVE, #916 NORTH LIBERTY, IOWA 52317
LAND SURVEYOR: RICHARD R. NOWOTNY P.L.S. MMS CONSULTANTS INC. 1917 SOUTH GILBERT STREET IOWA CITY, IOWA, 52240 PHONE: 319-351-8282	PROPRIETOR OR OWNER: PRATT REAL ESTATE MANAGEMENT INC 75 COMMERCIAL DRIVE, #916 NORTH LIBERTY, IOWA 52317
	DOCUMENT RETURN INFORMATION: LAND SURVEYOR
	DATE OF SURVEY: 03-13-2024

FOR COUNTY RECORDER'S USE

EASEMENT EXHIBIT

STORM SEWER AND DRAINAGE

NORTH LIBERTY, JOHNSON COUNTY, IOWA

OUTLOT "A"
SOLOMON'S LANDING - PART ONE

IN ACCORDANCE WITH THE PLAT THEREOF RECORDED IN PLAT BOOK 66 AT PAGE 88 OF THE RECORDS OF THE JOHNSON COUNTY RECORDER'S OFFICE.

OUTLOT "C"
SOLOMON'S LANDING - PART ONE

IN ACCORDANCE WITH THE PLAT THEREOF RECORDED IN PLAT BOOK 66 AT PAGE 88 OF THE RECORDS OF THE JOHNSON COUNTY RECORDER'S OFFICE.

OUTLOT "B"

POINT OF BEGINNING

AUDITOR'S PARCEL 2024017

IN ACCORDANCE WITH THE PLAT THEREOF RECORDED IN PLAT BOOK 67 AT PAGE 310 OF THE RECORDS OF THE JOHNSON COUNTY RECORDER'S OFFICE.

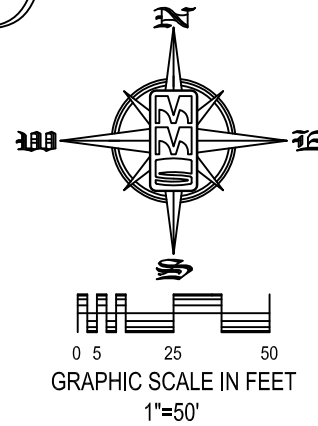
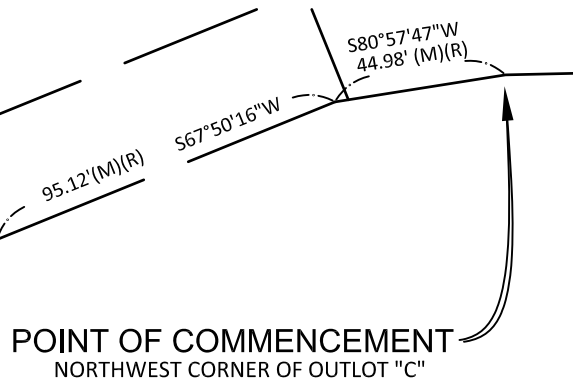
AUDITOR'S PARCEL 2024016

IN ACCORDANCE WITH THE PLAT THEREOF RECORDED IN PLAT BOOK 67 AT PAGE 309 OF THE RECORDS OF THE JOHNSON COUNTY RECORDER'S OFFICE.

STORM SEWER AND DRAINAGE EASEMENT
4,100 SF

DESCRIPTION - STORM SEWER AND DRAINAGE EASEMENT

Commencing at the Northwest Corner of Outlot "C" of Solomon's Landing - Part One, to North Liberty, Iowa, in accordance with the Plat thereof Recorded in Plat Book 66 at Page 88 of the Records of the Johnson County Recorder's Office; Thence S80°57'47"W, along the West Line of said Outlot "C", 44.98 feet; Thence S67°50'16"W, along said West Line, 95.12 feet; Thence S62°26'38"W, along said West Line, 46.72 feet; Thence S55°23'20"W, along said West Line, 125.71 feet; Thence S15°56'22"W, along said West Line, 106.46 feet; Thence S07°35'31"W, along said West Line, 106.08 feet, to the POINT OF BEGINNING; Thence N86°06'31"E, 139.62 feet, to a Point on the East Line of Auditor's Parcel 2024017, in accordance with the Plat thereof Recorded in Plat Book 67 at Page 310 of the Records of the Johnson County Recorder's Office; Thence Southeasterly, 15.01 feet, along said East Line, and said West Line of Outlot "C", on a 258.86 foot radius curve, concave Northeasterly, whose 15.01 foot chord bears S02°13'49"E, to the Northeast Corner of Auditor's Parcel 2024016, in accordance with the Plat thereof Recorded in Plat Book 67 at Page 309 of the Records of the Johnson County Recorder's Office; Thence S86°06'31"W, along the North Line of said Auditor's Parcel 2024016, a distance of 139.40 feet, to the Northwest Corner of said Auditor's Parcel 2024016; Thence S03°57'33"E, along the West Line of said Auditor's Parcel 2024016, a distance of 5.00 feet; Thence S86°06'31"W, 16.09 feet; Thence S72°40'04"W, 67.13 feet; Thence N17°19'56"W, 25.00 feet; Thence N72°40'04"E, 48.57 feet; Thence N86°06'31"E, 40.16 feet, to the POINT OF BEGINNING. Said Storm Sewer and Drainage Easement contains 4,100 square feet, and is subject to easements and restrictions of record.



LEGEND AND NOTES

- ▲ - CONGRESSIONAL CORNER, FOUND
 - - PROPERTY CORNER(S), FOUND (as noted)
 - - PROPERTY CORNERS SET (5/8" Iron Pin w/ yellow, plastic LS Cap embossed with "MMS")
 - ⊗ - CUT "X"
 - - PROPERTY &/or BOUNDARY LINES
 - - - - CONGRESSIONAL SECTION LINES
 - - - - RIGHT-OF-WAY LINES
 - - - - CENTER LINES
 - - - - LOT LINES, INTERNAL
 - - - - LOT LINES, PLATTED OR BY DEED
 - - - - EASEMENT LINES, WIDTH & PURPOSE NOTED
 - - - - EXISTING EASEMENT LINES, PURPOSE NOTED
 - (R) - RECORDED DIMENSIONS
 - (M) - MEASURED DIMENSIONS
 - C22-1 - CURVE SEGMENT NUMBER
- UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS

Δ=3°19'19"
R=258.86'
L=15.01'
T=7.51'
C=15.01'
CB=S02°13'49"E

	I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.
	_____ 20____ RICHARD R. NOWOTNY P.L.S. Iowa Lic. No. 17916 My license renewal date is December 31, 20____.
SEAL	Pages or sheets covered by this seal: _____ _____ _____

<p>DATE</p> <p>REVISION</p>	<p>CIVIL ENGINEERS</p> <p>LAND PLANNERS</p> <p>LAND SURVEYORS</p> <p>LANDSCAPE ARCHITECTS</p> <p>ENVIRONMENTAL SPECIALISTS</p> <p>1917 S. GILBERT ST. IOWA CITY, IOWA 52240 (319) 351-8282 www.mmconsultants.net</p>
<p>DATE</p> <p>REVISION</p>	<p>PROJECT NO.: IC 11728-003</p> <p>OF: 1</p>

NORTH LIBERTY
JOHNSON COUNTY
IOWA

MMS CONSULTANTS, INC.

EASEMENT EXHIBIT

STORM SEWER AND DRAINAGE

07-17-2024

Field Book No.: 1385

Scale: 1"=50'

Sheet No.: 1

Resolution No. 2024-117

A RESOLUTION APPROVING THE OFF-SITE STORM SEWER AND DRAINAGE EASEMENT AGREEMENT BETWEEN SOLOMONS LANDING OWNERS' ASSOCIATION AND THE CITY OF NORTH LIBERTY FOR SOLOMONS LANDING – PART FIVE

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

WHEREAS, an off-site storm sewer and drainage easement is necessary for the development of Solomons Landing – Part Five; and

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

NOW, THEREFORE, BE IT RESOLVED that the attached agreement between Solomons Landing Owners' Association and the City of North Liberty is approved.

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

APPROVED AND ADOPTED this 10th day of December, 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

Exhibit A

Project Owner	Project
KPW Development Group LLC	Solomons Landing Part 5 aka North Bend Villas
Contractor	Engineer
Ben Hur Construction	MMS Consultants

Itemized remaining work 12-04-24					
Item Description	Quantity	Unit	Type	Unit Price	Total Price
12-3-24 new item 1 (and sub heading list Item 10.c.)	DMH 1 Height adjustment	1	LS	\$ 1,450.00	\$ 1,450.00
Inspector Report Item 5	Storm sewer pipe to pond clean and video	50	LF	\$ 2.50	\$ 125.00
sub heading list Item 7	painting and signage	1	LS	\$ 15,500.00	\$ 15,500.00
sub heading list Item 8 & 13	sidewalks w/det warnings	185	SY	\$ 60.00	\$ 11,100.00
sub heading list Item 10.a.	intake backfilling	14	EA	\$ 100.00	\$ 1,400.00
sub heading list Item 10.d.	restore outlot and drainage tile	1	LS	\$ 2,600.00	\$ 2,600.00
sub heading list item 10.e.	field tile cleanout Lot 30 and grading	1	LS	\$ 1,850.00	\$ 1,850.00
sub heading list item 14	Subdivision street lights (already paid Linn Co REC)	3	EA	\$ -	\$ -
sub heading list item 15 (and sub heading list Item 10.g.)	stored materials, equipment, portapotty	1	LS	\$ 600.00	\$ 600.00
Total					\$ 34,625.00

Balance to Finish	\$ 34,625.00
2025 Price Excalation (5%)	\$ 1,731.25
Management/CA/Testing/Staking (10%)	\$ 3,462.50
Subtotal - Construction	\$ 39,818.75
10% (per code)	\$ 3,981.88
Subtotal - Project	\$ 43,800.63
Surety Amount	\$ 44,000.00

Fall City Walk Thru	Nov-24
Final City Subdivision Walkthru	Mar-25
Completion	Apr-25
Subdivision Acceptance	Jun-24

Prepared by and Return to:
Grant D. Lientz, 360 N. Main Street, P.O. Box 77, North Liberty, IA 52317 319-626-5767

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

THIS SURETY AGREEMENT is made this 10th day of December, 2024, by and between the City of North Liberty, Iowa ("City") and Pratt Real Estate Management, Inc. ("Developer").

RECITALS

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

Beginning at the Northeast Corner of Outlot "C" of Solomon's Landing – Part One, to North Liberty, Iowa, in accordance with the Plat thereof Recorded in Plat Book 66 at Page 88 of the Records of the Johnson County Recorder's Office; Thence S01°14'54"E, along the East Line of said Outlot "C", 679.99 feet, to the Southeast Corner thereof; Thence S88°45'06"W, along the South Line of said Outlot "C", 475.00 feet, to the Southwest Corner thereof; Thence N82°08'32"W, along the West Line of said Outlot "C", 101.47 feet; Thence N69°21'23"W, along said West Line, 103.51 feet; Thence N40°08'58"W, along said West Line, 103.49 feet; Thence N32°53'56"W, along said West Line, 103.56 feet; Thence N03°57'33"W, along said West Line, and the West Line of Auditor's Parcel 2024016, in accordance with the Recorded Plat thereof, 105.40 feet, to the Northwest Corner of said Auditor's Parcel 2024016; Thence N86°06'31"E, along the North Line of said Auditor's Parcel 2024016, a distance of 139.40 feet, to the Northeast Corner thereof, and a Point on the West Line of said Outlot "C"; Thence Northwesterly, 20.00 feet, along said West Line, and the East Line of Auditor's Parcel 2024017, in accordance with the Recorded Plat thereof, on a 258.86 foot radius curve, concave Northeasterly, whose 19.99 foot chord bears

N01°40'41"W, to the Northeast Corner of said Auditor's Parcel 2024017; Thence N89°27'52"W, along the North Line of said Auditor's Parcel 2024017, a distance of 137.20 feet, to the Northwest Corner thereof, and a Point on the West Line of said Outlot "C"; Thence N07°35'31"E, along said West Line, 90.19 feet; Thence N15°56'22"E, along said West Line, 106.46 feet; Thence N55°23'20"E, along said West Line, 125.71 feet; Thence N62°26'38"E, along said West Line, 46.72 feet; Thence N67°50'16"E, along said West Line, 95.12 feet; Thence N80°57'47"E, along said West Line, 44.98 feet, to the Northwest Corner of said Outlot "C"; Thence N88°45'29"E, along the North Line of said Outlot "C", 467.96 feet, to the point of beginning.

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

C. All public improvements required under Section 3 of said Developer's Agreement have been installed by Developer except for those items included in the attached Exhibit A ("Surety Items"), estimated to cost Forty-Four Thousand Dollars (\$44,000.00) (the "Surety Amount").

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

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

TERMS AND CONDITIONS

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

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

2. Credit Account. Prior to final plat approval, the Developer will establish an irrevocable line of credit for the benefit of the City through a financial institution acceptable

to the City, in an amount equal to or greater than the Surety Amount, payable to the City on demand, and not to expire prior to December 31, 2025.

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

4. Developer to Install Improvements. The Surety Items shall be constructed and installed by the Developer according to the plans and specifications approved by the City, who shall have the right to make occasional inspection of the work in progress. Such inspections shall not relieve or release the Developer from its responsibility to construct said Surety Items in accordance with the approved plans and specifications. Further, said inspections shall not create a duty or warranty on the part of the City that the construction of said Surety Items is in compliance with said plans and specifications.

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

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

7. Construction Deadline. The Developer agrees to complete the Surety Items on or before July 1, 2025 ("Construction Deadline"). If the Developer's completion of the Surety Items is delayed by labor disputes, fire, unusual delay in deliveries, unusual weather, unavoidable casualties, pandemics, epidemics or other causes beyond the Developer's control (collectively, a "Force Majeure Event"), then the Developer may ask the City in writing for an extension of the Construction Deadline for an equitable period of time to account for such delays. Prior to granting such an extension, the Developer shall provide the City with reasonable proof that the Credit Account established for the benefit of the City has been extended for the same period of time for which the Developer seeks to be excused under this Section 7.

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

sidewalks shall be a lien and charge against all of the lots adjacent to or in front of the improvements, facilities and sidewalks that are constructed and any lots which may be assessed for public improvements, facilities and sidewalks under the provisions of Chapters 364 and 384 of the Iowa Code.

9. Temporary Construction Easements. Developer hereby grants to the City and its agents temporary construction easements over and across:

- i. Over and across Lot A of the final plat for Solomon's Landing Part Five subdivision,
- ii. Over and across Lot 30 of said final plat, and
- iii. Over and across the area depicted and described on the attached Exhibit B

These temporary construction easements being for the purpose of constructing said Surety Items. The temporary construction easement shall terminate automatically upon the earlier of the completion and acceptance of the Surety Items by the City, or the expiration of the Credit Account, as may be extended pursuant to Paragraph 7 herein.

10. Developer Liable for Shortfall. In the event the Credit Account is insufficient to pay for the Surety Items, Pratt Real Estate Management, Inc. shall be liable to pay for the excess costs incurred.

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

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

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

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

[Signature Pages to Follow]

Signature Pages to Surety Agreement

CITY OF NORTH LIBERTY, IOWA

By: _____
Chris Hoffman, Mayor

ATTEST: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this ____ day of _____, 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

Signature Pages to Surety Agreement

Pratt Real Estate Management, Inc.

By: _____
Brandon Pratt, President

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this ____ day of _____, 2024,
by Brandon Pratt as President of Pratt Real Estate Management, Inc.

Notary Public in and for State of Iowa

Signature Pages to Surety Agreement

Approved as to Form and Content

MMS CONSULTANTS, INC.

By: _____
Kelly Beckler, P.E., Partner

Signature Pages to Surety Agreement

Approved as to Form and Content

TWO RIVERS BANK AND TRUST

By: _____

Melissa Schooley
Commercial Banking Leader

Exhibit A

Project Owner		Project	
KPW Development Group LLC		Solomons Landing Part 5 aka North Bend Villas	
Contractor		Engineer	
Ben Hur Construction		MMS Consultants	

Itemized remaining work 12-04-24					
12-3-24 new item 1 (and sub heading list Item 10.c.)	DMH 1 Height adjustment	1	LS	\$ 1,450.00	\$ 1,450.00
Inspector Report Item 5	Storm sewer pipe to pond clean and video	50	LF	\$ 2.50	\$ 125.00
sub heading list Item 7	painting and signage	1	LS	\$ 15,500.00	\$ 15,500.00
sub heading list Item 8 & 13	sidewalks w/det warnings	185	SY	\$ 60.00	\$ 11,100.00
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sub heading list Item 10.d.	restore outlot and drainage tile	1	LS	\$ 2,600.00	\$ 2,600.00
sub heading list item 10.e.	field tile cleanout Lot 30 and grading	1	LS	\$ 1,850.00	\$ 1,850.00
sub heading list item 14	Subdivision street lights (already paid Linn Co REC)	3	EA	\$ -	\$ -
sub heading list item 15 (and sub heading list Item 10.g.)	stored materials, equipment, portapotty	1	LS	\$ 600.00	\$ 600.00
	Total				\$ 34,625.00

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10% (per code)	\$ 3,981.88
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Surety Amount	\$ 44,000.00

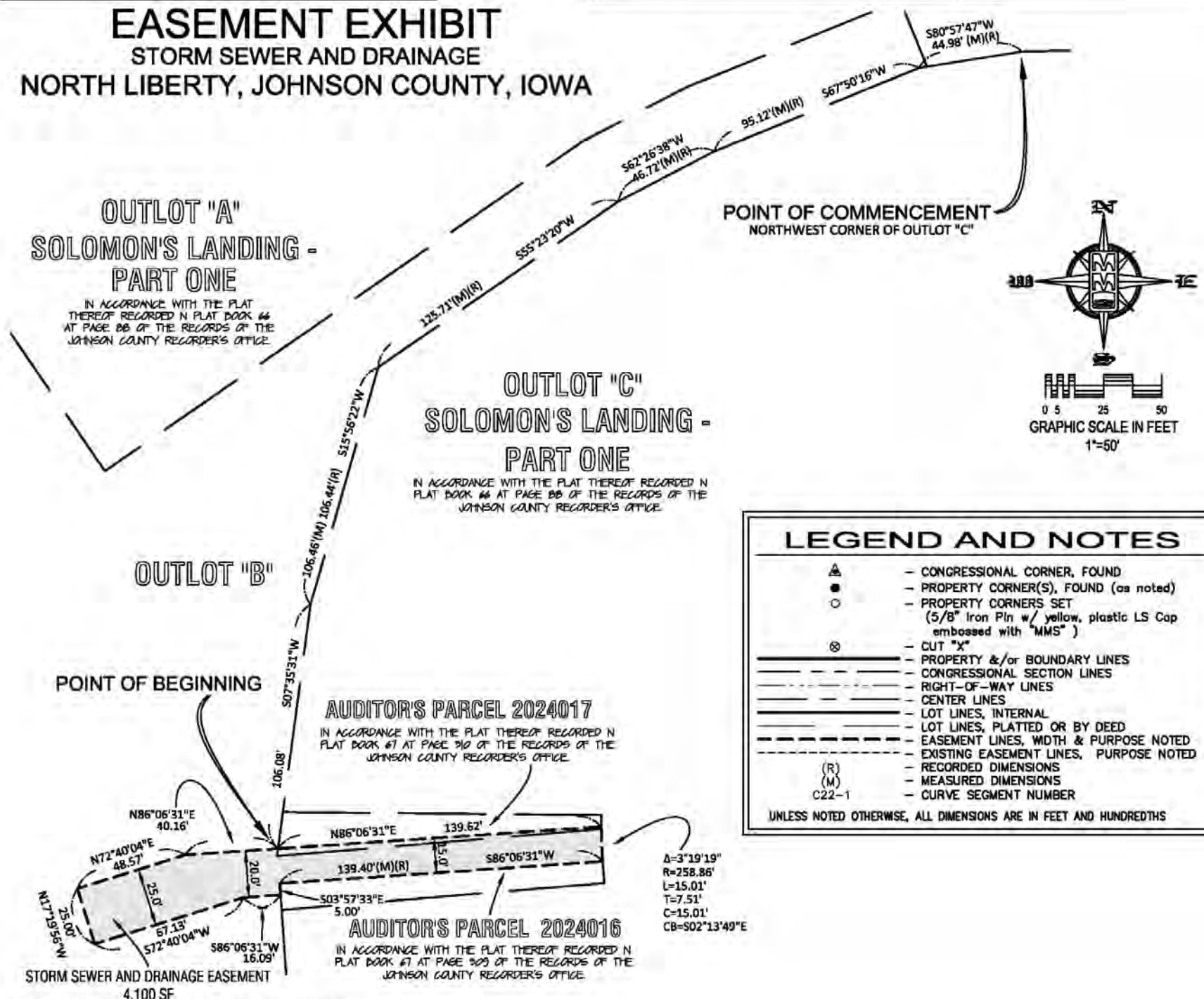
Fall City Walk Thru	Nov-24
Final City Subdivision Walkthru	Mar-25
Completion	Apr-25
Subdivision Acceptance	Jun-24

EXHIBIT B

LOCATION: A PORTION OF OUTLOT "B" OF SOLOMON'S LANDING - PART ONE, AND A PORTION OF AUDITOR'S PARCEL 2024017, LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 80 NORTH, RANGE 7 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, JOHNSON COUNTY, IOWA.	SURVEY REQUESTED BY: PRATT REAL ESTATE MANAGEMENT INC 75 COMMERCIAL DRIVE, #916 NORTH LIBERTY, IOWA 52317
LAND SURVEYOR: RICHARD R. NOWOTNY P.L.S. MMS CONSULTANTS INC. 1917 SOUTH GILBERT STREET IOWA CITY, IOWA, 52240 PHONE: 319-351-8282	PROPRIETOR OR OWNER: PRATT REAL ESTATE MANAGEMENT INC 75 COMMERCIAL DRIVE, #916 NORTH LIBERTY, IOWA 52317
	DOCUMENT RETURN INFORMATION: LAND SURVEYOR DATE OF SURVEY: 03-13-2024

FOR COUNTY RECORDER'S USE

EASEMENT EXHIBIT
STORM SEWER AND DRAINAGE
NORTH LIBERTY, JOHNSON COUNTY, IOWA



DESCRIPTION - STORM SEWER AND DRAINAGE EASEMENT

Commencing at the Northwest Corner of Outlot "C" of Solomon's Landing - Part One, to North Liberty, Iowa, in accordance with the Plat thereof Recorded in Plat Book 66 at Page 88 of the Records of the Johnson County Recorder's Office; Thence S80°57'47"W, along the West Line of said Outlot "C", 44.98 feet; Thence S67°50'16"W, along said West Line, 95.12 feet; Thence S62°26'38"W, along said West Line, 46.72 feet; Thence S55°23'20"W, along said West Line, 125.71 feet; Thence S15°56'22"W, along said West Line, 106.46 feet; Thence S07°35'31"W, along said West Line, 106.08 feet, to the POINT OF BEGINNING; Thence N86°06'31"E, 139.62 feet, to a Point on the East Line of Auditor's Parcel 2024017, in accordance with the Plat thereof Recorded in Plat Book 67 at Page 310 of the Records of the Johnson County Recorder's Office; Thence Southeasterly, 15.01 feet, along said East Line, and said West Line of Outlot "C", on a 258.86 foot radius curve, concave Northeasterly, whose 15.01 foot chord bears S02°13'49"E, to the Northeast Corner of Auditor's Parcel 2024016, in accordance with the Plat thereof Recorded in Plat Book 67 at Page 309 of the Records of the Johnson County Recorder's Office; Thence S86°06'31"W, along the North Line of said Auditor's Parcel 2024016, a distance of 139.40 feet, to the Northwest Corner of said Auditor's Parcel 2024016; Thence S03°57'33"E, along the West Line of said Auditor's Parcel 2024016, a distance of 5.00 feet; Thence S86°06'31"W, 16.09 feet; Thence S72°40'04"W, 67.13 feet; Thence N17°19'56"W, 25.00 feet; Thence N72°40'04"E, 48.57 feet; Thence N86°06'31"E, 40.16 feet, to the POINT OF BEGINNING. Said Storm Sewer and Drainage Easement contains 4,100 square feet, and is subject to easements and restrictions of record.

SEAL

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

_____ 20__

RICHARD R. NOWOTNY
 P.L.S. Iowa Lic. No. 17916

My license renewal date is December 31, 20__.

Pages or sheets covered by this seal: _____

MMS CONSULTANTS, INC.	
Date:	07-17-2024
Designed by:	KJB
Drawn by:	RLW
Checked by:	RRN
Project No.:	IC 11728-003
Sheet No.:	1
Scale:	1"=50'
Field Book No.:	1385

NORTH LIBERTY
JOHNSON COUNTY
IOWA

EASEMENT EXHIBIT
STORM SEWER AND DRAINAGE

Date	Revision

CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS

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



Two Rivers Bank & Trust
222 N Main St
Burlington, Iowa 52601
Coralville
(319)753-9100
www.tworivers.bank

L/C Number: 617

RE: IRREVOCABLE COMMERCIAL LETTER OF CREDIT

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

Dear City of North Liberty:

On behalf of PRATT REAL ESTATE MANAGEMENT, INC., Two Rivers Bank & Trust ("Issuer") has established this Irrevocable Commercial Letter of Credit ("Credit") in favor of City of North Liberty ("Beneficiary"), up to the maximum stated amount of Forty-four Thousand and 00/100 Dollars (\$44,000.00). This Credit shall expire on December 31, 2025 ("Expiration Date").

The Credit shall be automatically extended without amendment for 12 months from the Expiration Date, or any extension thereof (each such extension shall then become the "Expiration Date"), unless at least 10 days prior to the Expiration Date, the Issuer notifies the Beneficiary that the Credit will not be extended as set forth herein. Any notice required hereunder shall be sent to the Beneficiary at the address shown above.

Payment to the Beneficiary will be made upon presentation of a sight draft drawn on us.

This Credit must be presented with the Beneficiary's drawing. A draft must bear upon its face the statement "Drawn under Letter of Credit No. 617" and be accompanied by the following documents:

- Affidavit from the North Liberty City Engineer, or its designee, indicating that the work required to be performed under the surety agreement (attached as Exhibit A) has not been completed by the required deadline.

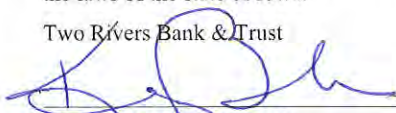
This Credit is not transferable. Any successor or assignee of the Beneficiary will not constitute a transferee of Credit.

The Issuer will honor a draft drawn and presented under and in compliance with the terms this Credit contemplates if presented to Issuer at Issuer's address set forth above on or before the Expiration Date.

This Agreement shall be governed by and construed in accordance with the laws of the state of Iowa.

The Uniform Customs and Practice for Documentary Credits ("UCP") as most recently published by the International Chamber of Commerce ("ICC") is incorporated herein by reference and shall apply to the Credit. The UCP shall prevail in the case of a conflict between the UCP and the laws of the state of Iowa.

Two Rivers Bank & Trust



By: KARYL BOHNSACK



Resolution No. 2024-118

A RESOLUTION APPROVING THE SURETY AGREEMENT FOR SOLOMONS LANDING – PART FIVE BETWEEN THE CITY OF NORTH LIBERTY AND PRATT REAL ESTATE MANAGEMENT, INC.

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

WHEREAS, construction of subdivision improvements for Solomons Landing – Part Five is nearing completion; and

WHEREAS, certain minor public improvements are not yet completed for the subdivision; and

WHEREAS, the City of North Liberty requires the installation of all public improvements to be completed or otherwise provided for prior to the issuance of any occupancy permit; and

WHEREAS, the estimate for completion of the unfinished improvements is \$44,000 and the developer has provided that amount to the City as surety for the completion of said improvements; and

WHEREAS, it is the parties' desire to agree and establish in writing their mutual understanding as set forth in the attached agreement;

NOW, THEREFORE, BE IT RESOLVED that the Surety Agreement between the City of North Liberty and Pratt Real Estate Management is approved.

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

APPROVED AND ADOPTED this 10th day of December, 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

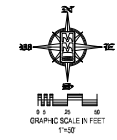
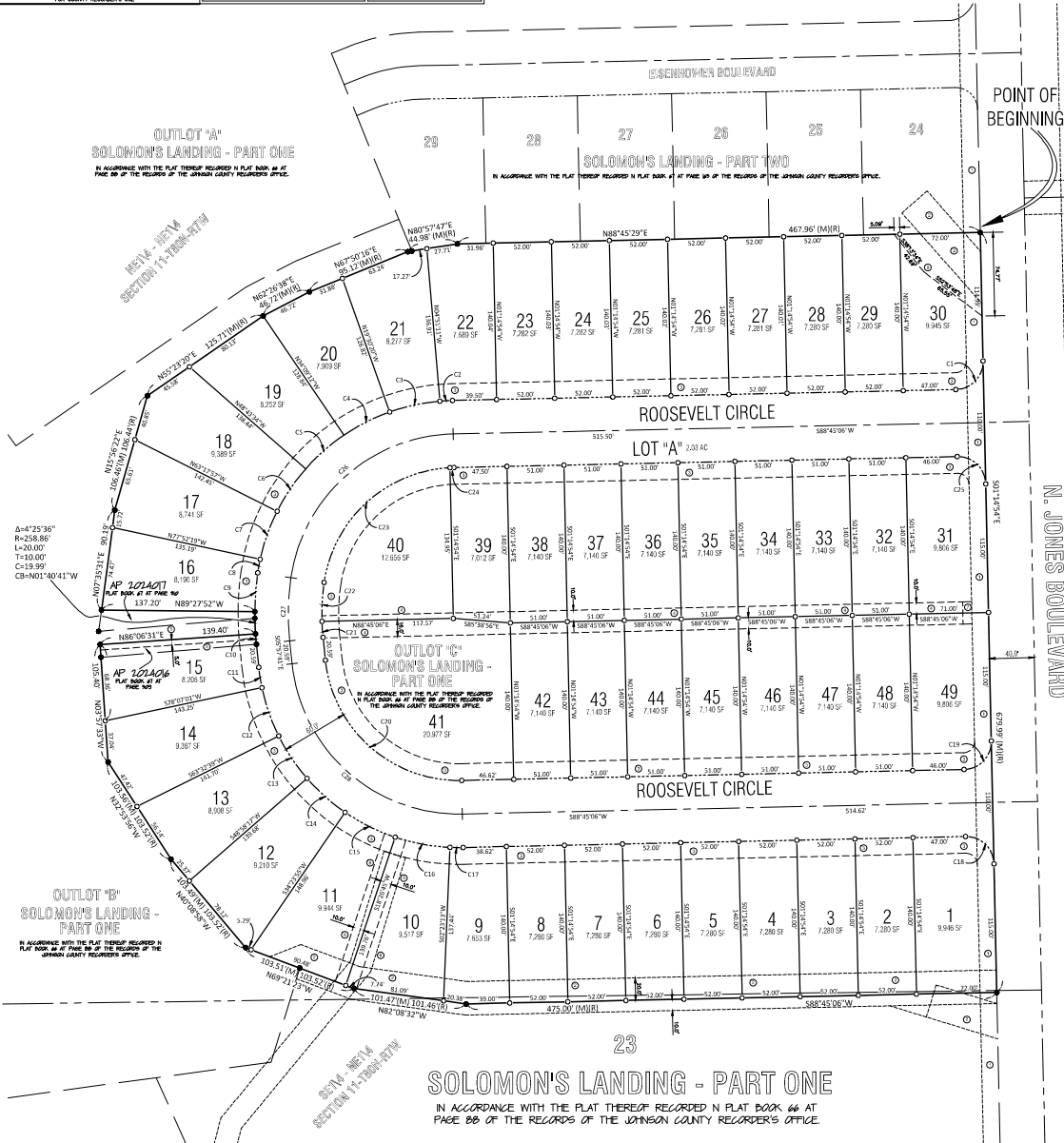


CIVIL ENGINEERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS
1917 S. GILBERT ST.
IOWA CITY, IOWA 52240
(319) 351-6282
www.mmsconsultants.net

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

LOCATION: A PORTION OF OUTLOT 'A' AND 'B' OF SOLOMONS LANDING - PART ONE, LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, PLUS ONE SECTION 11, TOWNSHIP 12 NORTH, RANGE 2 WEST OF THE 5TH PRINCIPAL MERIDIAN, NORTH LIBERTY, JOHNSON COUNTY, IOWA.	SUBJECT: A DEVELOPMENT GROUP IS COMMERCIAL OR RESIDENTIAL DEVELOPMENT IN NORTH LIBERTY, IOWA.
LAND SURVEYOR: RICHARD B. NOWITZKY, P.L.S. 1817 SOUTH GILBERT STREET IOWA CITY, IOWA 52240 PHONE: 319-351-6282	SUBDIVISION ATTORNEY: RYAN J. FRANK 4216 CHARLES BOULEVARD SUITE 201 CORONAVILLE, IOWA 52241
	PROSPECTOR OR OWNER: FRATT REAL ESTATE MANAGEMENT 150 COMMERCIAL DRIVE IOWA CITY, IOWA 52240
	DOCUMENT RETURNED BY OR FOR: LAND SURVEYOR: RICHARD B. NOWITZKY

FOR COUNTY RECORDER'S USE



AREA SUMMARY TABLE		
LINE - 1/4	AREA	AREA IN ROW
NE - NE	11.24 ACRES	2.03 ACRES
SE - NE	0.04 ACRE	0.00 ACRE
TOTAL	11.28 ACRES	2.03 ACRES

NOTES ON THIS PLAT ARE NOT INTENDED TO CREATE ANY VESTED RIGHT INTEREST IN ANY PART OF THE LAND DESCRIBED OR TO RESTRICT THE OPERATION OF COVENANTS OR CREATES ANY THIRD PARTY REMEDIES TO ANY NOTED OR RESTRICTION OR COVENANT.

ALL BEARINGS ARE BASED ON IOWA STATE PLANE COORDINATE SOUTH ZONE, LIBRARY, GALERINA GRID, THE IOWA BEARING, THE 1811 WORK, WITH THE BEARING MEASURED ON THE PLAT ARE GROUND DISTANCES AND NOT GRID DISTANCES.

LEGEND AND NOTES	
	CONGRESSIONAL CORNER, FOUND
	CONGRESSIONAL CORNER, REESTABLISHED
	CONGRESSIONAL CORNER, RECORDED LOCATION
	PROPERTY CORNERS, SET
	PROPERTY CORNERS, FOUND (as noted)
	PROPERTY CORNERS, FOUND (as noted) (enclosed with "LMS")
	PROPERTY AND/OR BOUNDARY LINES
	CONGRESSIONAL SECTION LINES
	RIGHT-OF-WAY LINES
	CENTER LINES
	EASEMENT LINES
	LOT LINES, PLATTED OR BY DEED
	RECORDED DIMENSIONS
	EXISTING EASEMENT LINES, PURPOSE NOTED
	MEASURED DIMENSIONS
	CURVE SEGMENT NUMBER

UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDRETHS

EASEMENT IDENTIFICATION TABLE	
	DESCRIPTION
	FOUND BY REBAR W/ YELLOW PLASTIC; LS CAP 1716
	FOUND BY REBAR W/ YELLOW PLASTIC; LS CAP 2000
	FOUND BY REBAR W/ LS CAP

DESCRIPTION - SOLOMONS LANDING - PART FIVE

BEGINNING at the Northeast Corner of Outlot "C" of Solomon's Landing - Part One, to North Liberty, Iowa, in accordance with the Plat thereof Recorded in Plat Book 55 at Page 88 of the Records of the Johnson County Recorder's Office; Thence S01°14'54"E, along the East Line of said Outlot "C", 679.99 feet, to the Southeast Corner thereof; Thence S88°45'06"W, along the South Line of said Outlot "C", 475.00 feet, to the Southwest Corner thereof; Thence N82°08'32"W, along the West Line of said Outlot "C", 101.47 feet; Thence N69°21'23"W, along said West Line, 103.51 feet; Thence N40°08'58"W, along said West Line, 103.49 feet; Thence N32°53'56"W, along said West Line, 103.56 feet; Thence N03°57'33"W, along said West Line, and the West Line of Auditor's Parcel 2024016, in accordance with the Plat thereof Recorded in Plat Book 67 at Page 309 of the Records of the Johnson County Recorder's Office, 105.40 feet, to the Northwest Corner of said Auditor's Parcel 2024016; Thence N86°06'31"E, along the North Line of said Auditor's Parcel 2024016, a distance of 139.40 feet, to the Northeast Corner thereof, and a Point on the West Line of said Outlot "C"; Thence Northwesterly, 20.00 feet, along said West Line, along a 258.86 foot radius curve, concave Northeasterly, whose 19.99 foot chord bears N01°40'41"W, to the Northeast Corner of Auditor's Parcel 2024017, in accordance with the Plat thereof Recorded in Plat Book 67 at Page 310 of the Records of the Johnson County Recorder's Office; Thence N89°27'52"W, along the North Line of said Auditor's Parcel 2024017, a distance of 137.20 feet, to the Northwest Corner thereof, and a Point on the West Line of said Outlot "C"; Thence N07°35'31"E, along said West Line, 90.19 feet; Thence N15°56'22"E, along said West Line, 106.46 feet; Thence N55°23'20"E, along said West Line, 125.71 feet; Thence N62°26'38"E, along said West Line, 46.72 feet; Thence N67°50'16"E, along said West Line, 95.12 feet; Thence N80°57'47"E, along said West Line, 44.98 feet, to the Northwest Corner of said Outlot "C"; Thence N88°52'29"E, along the North Line of said Outlot "C", 467.96 feet, to the POINT OF BEGINNING. Said Tract of Land contains 11.28 Acres, and is subject to easements and restrictions of record.

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

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

RICHARD B. NOWITZKY
IOWA
Professional Land Surveyor

My license renewal date is December 31, 20____.

Pages or sheets covered by this seal: _____

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

Date: Revision:
11-05-2024 PER REBAR REVIEW - RLW

FINAL PLAT

SOLOMONS LANDING PART FIVE

NORTH LIBERTY JOHNSON COUNTY IOWA

MMS CONSULTANTS, INC.
Date: 11-19-2024
Designed by: KLB Field Book No: 1373
Drawn by: RLW Scale: 1"=50'
Checked by: RBN
Project No: IOWA CITY
11728-003

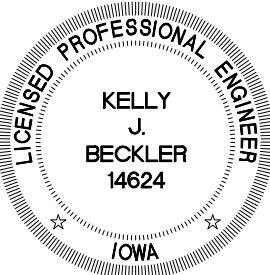
SOLOMONS LANDING - PART FIVE M.L.O. EXHIBIT

LOT1	788.0
LOT2	787.9
LOT3	787.2
LOT4	786.6
LOT5	785.9
LOT6	785.3
LOT7	784.8
LOT8	784.1
LOT9	783.6
LOT10	783.1
LOT11	782.3
LOT12	778.5
LOT13	779.9

LOT14	FRONT: 786.5
	REAR: 779.9
LOT15	FRONT: 786.5
	REAR: 779.9
LOT16	FRONT: 786.5
	REAR: 779.9
LOT17	FRONT: 786.5
	REAR: 780.5
LOT18	781.8
LOT19	782.5
LOT20	783.4
LOT21	784.4
LOT22	785.0
LOT23	785.6

LOT24	786.1
LOT25	786.4
LOT26	786.9
LOT27	787.4
LOT28	788.1
LOT29	788.5
LOT30	789.1
LOT31	791.9
LOT32	791.3
LOT33	790.7
LOT34	790.2
LOT35	789.6
LOT36	789.1

LOT37	788.6
LOT38	788.1
LOT39	787.6
LOT40	787.00
LOT41	787.6
LOT42	788.1
LOT43	788.6
LOT44	789.1
LOT45	789.6
LOT46	790.2
LOT47	790.7
LOT48	791.3
LOT49	791.9



SEAL

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

_____ 20____

KELLY J. BECKLER, P.E. Iowa Lic. No. 14624

My license renewal date is December 31, 20 ____.

Pages or sheets covered by this seal:

MLO NOTES:

1. PLEASE REFERENCE THE FINAL PLAT; SOLOMONS LANDING – PART FIVE, NORTH LIBERTY, JOHNSON COUNTY, IOWA ACCORDING TO THE PLAT THEREOF RECORDED.
2. MLO ELEVATIONS LISTED ARE REAR UNLESS NOTED OTHERWISE.

Designed by: KJB	Scale: NTS
Drawn by: JDM	Date: 05-24-2024
Checked by: KJB	Project No: 11728-003

MLO EXHIBIT

SOLOMONS LANDING - PART FIVE
NORTH LIBERTY, IOWA

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



Field Book No:	1373
Date	Revision

ATTEST:

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

TRACEY MULCAHEY, CITY CLERK

Resolution No. 2024-119

**RESOLUTION APPROVING THE FINAL PLAT AND ACCEPTING SURETY
FOR PUBLIC IMPROVEMENTS FOR SOLOMONS LANDING - PART FIVE
NORTH LIBERTY, IOWA**

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

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

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

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

WHEREAS, the installation of public improvements has been provided for in accordance with Chapter 180.11(8)(A)(2) of the City Code, and governed by the Surety Agreement, attached hereto.

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

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to execute the Surety Agreement for Solomons Landing- Part Five.

APPROVED AND ADOPTED this 10th day of December, 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



Policy Regarding Payables for City Council Meeting

Resolution No. 2024-121

RESOLUTION ESTABLISHING THE POLICY FOR PAYMENT OF CLAIMS DUE TO THE CANCELLATION OF THE SECOND CITY COUNCIL MEETING IN DECEMBER 2024

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

WHEREAS, the fourth Tuesday in December 2024 is on a city recognized Holiday, and

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

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

WHEREAS, this is a one-time action with the following qualifications: claims will be reviewed by the Payables Clerk; claims will be approved for payment by the City Administrator; no claims over \$5,000.00 will be paid without Council approval unless a fee or penalty will be assessed; and claims that are approved for payment will be paid on December 23, 2024, and

WHEREAS, all claims paid on December 23, 2024 will be on the City Council Claims list on January 14, 2025 for Council review and consideration and will be published in the next list of claims in compliance with standard policy.

NOW, THEREFORE, BE IT RESOLVED by the North Liberty City Council that claims can be paid on December 23, 2024 in compliance with the terms of this resolution and compliance with standard claim payment procedures.

APPROVED AND ADOPTED this 10th day of December, 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



**Grace Community Church
Utility and Annexation
Agreement**

Prepared by and return to: Grant D. Lientz, 360 N. Main Street, P.O. Box 77, North Liberty, IA 52317, (515) 626-5700

UTILITY EXTENSION AND VOLUNTARY ANNEXATION AGREEMENT

This Utility Extension and Voluntary Annexation Agreement is entered into on this 21st day of November, 2024, by and between Grace Community Church (hereinafter referred to as "Grace," which expression shall include its agents, successors or assigns), an Iowa domestic nonprofit corporation, and the City of North Liberty, Iowa, a municipal corporation (hereinafter referred to as "City," which expression shall include its agents, successors, or assigns).

RECITALS

WHEREAS, Grace is the owner of certain real property situated outside of the City corporate limits (the "Property"); and

WHEREAS, Grace and the City desire that the Property to be annexed into the City and connected to City water utility services (the "City Services"); and

WHEREAS, said Property is not currently eligible for voluntary annexation into the City under the provisions of Iowa Code § 368.7; and

WHEREAS, the City may enter into agreements for the extension of City Services in accordance with the provisions of Iowa Code § 364.4;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS AND PROMISES CONTAINED HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Grace covenants with the City that Grace holds the Property legally described on the attached Exhibit A in fee simple. Grace warrants that it has good and lawful authority to enter into this agreement with the City. A map depicting the Property is attached as Exhibit B.
2. City shall allow Grace, upon obtaining the necessary permits, to connect to the City water utility system, subject to all applicable requirements for municipal water service customers set forth in North Liberty Code Chapters 90 through 94. Grace acknowledges that any existing well on the Property shall be abandoned in accordance with the standards and guidelines set forth by the Iowa Department of Natural Resources.

3. Grace hereby grants to the City and its employees and agents an easement, during reasonable times, over and across such portions of the Property as the City deems necessary for the purposes of installation, inspection, maintenance, repair and replacement of water meters and other such appurtenances required for the provision of water service to the Property, and for the purpose of ascertaining water usage to determine billing for the usage of City Services.
4. In consideration of connection to City water services, Grace hereby applies for annexation of the Property by the City of North Liberty, Johnson County, Iowa. This application shall be held by the City until such time as the Property may be annexed in accordance with the provisions of Iowa Code §368.7. Grace agrees that the City may consider this application for annexation at a time of its choosing, in conjunction with other applications for voluntary annexation, following publication of notice and a public hearing. The undersigned acknowledge their statutory right to withdraw their consent to the annexation of the subject territory within three business days of such a public hearing, pursuant to Iowa Code § 368.7(1)(e), and hereby specifically waive that right. It is the intent of the owners of the land that this application for annexation be irrevocable.
5. Grace acknowledges that said Property, upon annexation, shall subject to North Liberty's Code of Ordinances, and in further consideration of connection to City water services, Grace agrees that any construction or development activities occurring on the Property after the execution of this agreement will conform with the requirements set forth in Chapters 155 and 156 of the North Liberty Code of Ordinances concerning construction site erosion and sediment control, and post-construction storm water runoff control. Grace further agrees to not undertake any development or construction activities which are inconsistent with the design standards set forth in the Zoning Code of North Liberty.
6. In addition, the undersigned owners agree not to transfer any interest in ownership in the subject territory without sixty (60) days' written notice to the City of North Liberty. The City of North Liberty's right to such notice, and right to consider the voluntary application for annexation of the subject territory shall run with the land until such time as the North Liberty City Council considers the application following publication of notice and a public hearing.

Dated: 11/21/24

By: Joshua Haveman Signed: [Signature]
Print name here:

By: _____ Signed: _____
Print name here:

Legal Description of Property:

Map of Property Location:

Legal Description of Property: Exhibit A

Lot 1, Grace Community Church Subdivision, Johnson County, Iowa, according to the plat thereof recorded in Book 34, at Page 165, Plat Records of Johnson County, Iowa.

Map of Property Location: Exhibit B

Preliminary and Final Plat for Grace Community Church Subdivision, dated November 12, 1993, Recorded in Plat Book 34, Page 165, Records of Johnson County, Iowa.

(Map attached hereto as Exhibit B-1)



Unincorporated
Johnson County

	North Liberty Corporate Boundary
	Grace Community Church

0 250 500 Feet



Resolution No. 2024-121

A RESOLUTION APPROVING THE UTILITY EXTENSION AND VOLUNTARY ANNEXATION AGREEMENT BETWEEN THE CITY OF NORTH LIBERTY AND GRACE COMMUNITY CHURCH

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

WHEREAS, Grace Community Church has requested the extension of City water services to their property; and

WHEREAS, annexation is typically a requirement of the extension of City water, but annexation is not available for this property at this time; and

WHEREAS, Grace Community Church has agreed to submit to an annexation request when appropriate; and

WHEREAS, it is the parties' desire to agree and establish in writing their mutual understanding as set forth in the attached agreement;

NOW, THEREFORE, BE IT RESOLVED that the Utility Extension and Voluntary Annexation Agreement between the City of North Liberty and Grace Community Church is approved.

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

APPROVED AND ADOPTED this 10th day of December, 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



Watts Rezoning



November 5, 2024

Chris Hoffman, Mayor
City of North Liberty
360 North Main Street
North Liberty IA 52317

Re: Request of Watts Development Group, Inc. for a zoning map amendment (rezoning) from RS-6 Single-Unit Residence District to RS-9 Single-Unit Residence District on approximately 1.73 acres. The property is located on the south side of Denison Avenue approximately 300 feet west of South Alexander Way.

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its November 5, 2024 meeting. The Planning Commission took the following action:

Finding:

1. The rezoning request from RS-6 Single-Unit Residence District to RS-9 Single-Unit Residence District would achieve consistency with the approval standards enumerated in Section 165.09 of the Zoning Code.

Recommendation:

The Planning Commission accepted the listed finding and forwards the zoning map amendment (rezoning) to the City Council with a recommendation for approval.

The vote for approval was 4-0.

Barry A'Hearn, Vice-Chairperson
City of North Liberty Planning Commission



To **City of North Liberty Planning Commission**
 From **Ryan Rusnak, AICP**
 Date **October 30, 2024**
 Re **Request of Watts Development Group, Inc. for a zoning map amendment (rezoning) from RS-6 Single-Unit Residence District to RS-9 Single-Unit Residence District on approximately 1.73 acres. The property is located on the south side of Denison Avenue approximately 300 feet west of South Alexander Way.**

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

1. Request Summary:

The purpose of the request is to facilitate development of smaller lot single-unit dwellings on the west side of the future block.



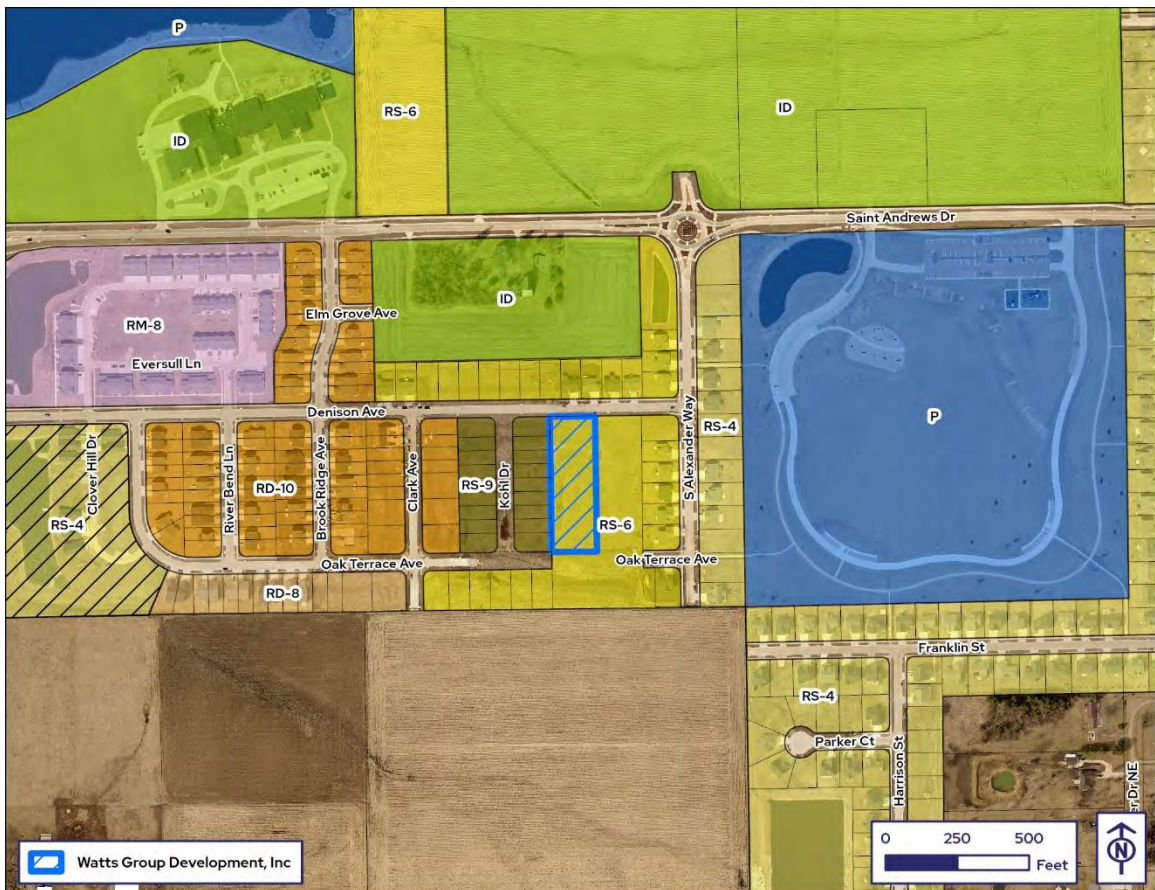
2. Current and Proposed Zoning:

Current Zoning

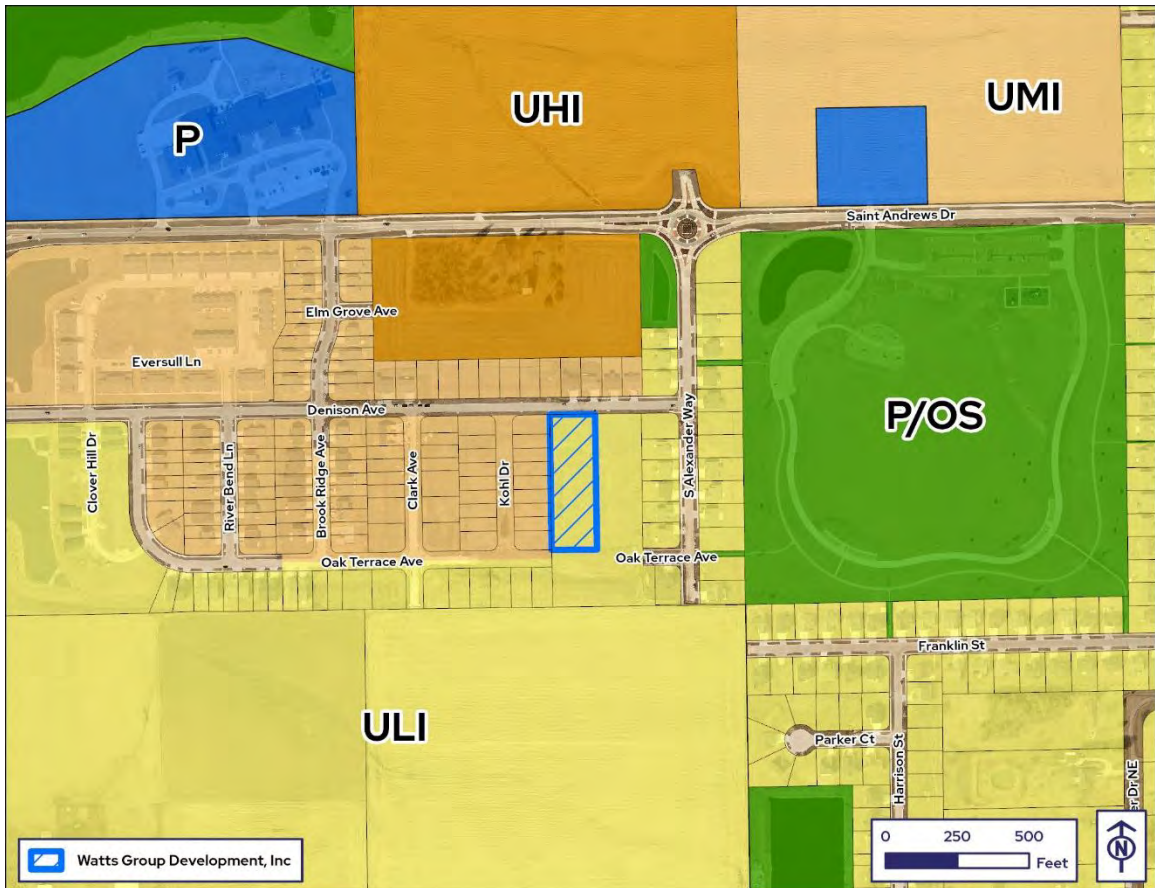
RS-6 Single-Unit Residence District. The RS-6 District is intended to provide for and maintain moderate density single-unit residential neighborhoods. Limited non-residential uses that are compatible with the surrounding residential neighborhoods may be permitted in the RS-6 District.

Proposed Zoning

RS-9 Single-Unit Residence District. The RS-9 District is intended to provide for and maintain high-density single-unit residential neighborhoods. Limited non-residential uses that are compatible with the surrounding residential neighborhoods may be permitted in the RS-9 District.



3. Consistency with Comprehensive Plan:
Land Use Plan designation: Urban Low Intensity.



Urban Low Intensity Description

An efficient, walkable pattern of lower-density development. Compared to denser areas, ULI has more space and separation of uses, with farther distances between destinations and fewer shared amenities. Low-intensity areas can include a horizontal mix of primarily residential and limited non-residential uses at compatible lower densities and scales.

Residential

Emphasis on single-family detached and attached residential developments. Attached housing projects may primarily be at transition areas between arterial or collector streets, small scale commercial uses, and higher intensity districts.

Form and Features

- » General aggregate development density of 3 to 8 units per acre. Lot sizes can vary within developments to provide different housing types.
- » A framework of streets and open space should create neighborhoods and multiple access points for all types of transportation.
- » Open spaces, streets, and trail connections integrate with the larger community.

4. Public Input:

A virtual good neighbor meeting was held on October 21, 2024. No one outside of City staff and the applicant attended the meeting. There are no objections to the request.

5. Zoning Map Amendment Approval Standards

Section 165.09(4)(D)(1) of the Zoning Ordinance sets for the approval standards for zoning maps amendments.

Approval Standards. The Planning Commission recommendation and the City Council decision on any zoning text or map amendment is a matter of legislative discretion that is not controlled by any particular standard. However, in making their recommendation and decision, the Plan Commission and the City Council must consider the following standards. The approval of amendments is based on a balancing of these standards (staff commentary in italics).

Map Amendments.

- (a) The consistency of the proposed amendment with the Comprehensive Plan and any adopted land use policies.

Figure 3.4 within Connected to Tomorrow was utilized to determine which zoning district would be compatible with the Future Land Use Map.

Figure 3.4: Land Use Compatibility

TRADITIONAL LAND USES	AGRICULTURE (AG)	URBAN RESERVE (UR)	URBAN LOW INTENSITY (ULI)	URBAN MEDIUM INTENSITY (UMI)	URBAN HIGH INTENSITY (UHI)	COMMERCIAL/ INDUSTRIAL FLEX (FLX)	PUBLIC AND SEMI PUBLIC (PUB)	PARK AND OPEN SPACE (P, OS)
Agriculture	●	●						○
Rural residential		●						
Low-density residential			●	○				
Medium-density residential			●	●	○			
High-density residential				●	●	○		
Rural commercial		●						
Neighborhood commercial			○	●	●	●		
Community commercial				○	●	●		
Regional commercial					○	●		
Low/medium intensity office			○	●	●	●		
High-intensity office				○	●	●		
Limited industrial		○				●		
Heavy industrial			●	●		○		
Parks and civic uses	●	●			●	○	●	●
Major public/civic facilities					○	○	●	○
Residential density range (du/A*)	≤40	≤40	3-8	7-14	14+	14+	NA	NA

● Permitted ○ Permitted with special review
*Dwelling Units per Acre

The RS-9 zoning allows a lot size of 4,500 square feet per dwelling unit (9.68 units/acre). Notably, the adopted Comprehensive Plan articulates the following (page 45) about Land Use boundaries:

Generalized land use locations and transitions: The boundaries between land uses on the map are “fuzzy” lines and are meant to show approximate areas for transition, rather than rigid boundaries.

- (b) The compatibility with the zoning of nearby property.
It is staff’s opinion that the proposed zoning would be compatible with nearby property.

(c) The compatibility with established neighborhood character.
It is staff's opinion that the proposed zoning would be compatible with established neighborhood character.

(d) The extent to which the proposed amendment promotes the public health, safety, and welfare of the City.
It is staff's opinion that the proposed zoning would promote the public health, safety, and welfare of the City.

(e) The extent to which the proposed amendment creates nonconformities.
It is staff's opinion that the proposed zoning would not create any nonconformities.

6. Additional Considerations:

There are none.

7. Staff Recommendation:

Finding:

1. The rezoning request from RS-6 Single-Unit Residence District to RS-9 Single-Unit Residence District would achieve consistency with the approval standards enumerated in Section 165.09 of the Zoning Code.

Recommendation:

Staff recommends the Planning Commission accept the listed finding and forward the request for zoning map amendment (rezoning) from RS-6 Single-Unit Residence District to RS-9 Single-Unit Residence District on approximately 1.73 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 zoning map amendment to the City Council with a recommendation for approval.

Ordinance No. 2024-13

AN ORDINANCE AMENDING THE ZONING MAP DISTRICT DESIGNATION FOR CERTAIN PROPERTY LOCATED IN NORTH LIBERTY, IOWA FROM RS-6 SINGLE-UNIT RESIDENCE DISTRICT TO RS-9 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 such that the below-described property (the "Property") is assigned a zoning designation of RS-9 Single-Unit Residence District:

BEGINNING at the Northeast Corner of The Preserve - Part Three A, to North Liberty, Iowa, in accordance with the Plat thereof Recorded in Plat Book 67 at Page 109 of the Records of the Johnson County Recorder's Office; Thence N89°08'56"E, along the South Line of The Preserve - Part Five, in accordance with the Plat thereof Recorded in Plat Book 65 at Page 31 of the Records of the Johnson County Recorder's Office, 160.00 feet; Thence S00°51'44"E, 470.65 feet; Thence S89°08'16"W, 160.00 feet, to a Point on the East Line of said The Preserve - Part Three A; Thence N00°51'44"W, along said West Line, 470.65 feet, to the POINT OF BEGINNING. Said Rezoning Parcel contains 1.73 acres, and is subject to easements and restrictions of record.

SECTION 2. CONDITIONS IMPOSED. At the November 5, 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. 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 4. REPEALER. All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 5. SCRIVENER'S ERROR. The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Clerk or the Clerk's designee without further public hearing.

SECTION 6. SEVERABILITY. If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

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

First reading on November 26, 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. 2024-13 in *The Gazette* on the ____ of _____, 2025.

TRACEY MULCAHEY, CITY CLERK



Liberty's Gate Lots 7 & 8 Rezoning



November 5, 2024

Chris Hoffman, Mayor
City of North Liberty
360 North Main Street
North Liberty IA 52317

Re: Request of Grand Rail Construction & Development for a zoning map amendment (rezoning) from C-1-B General Commercial District to C-2 Highway Commercial District on approximately 1.68 acres. The property is located on the south side of North Madison Ave approximately 350 feet east of Penn Court.

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its November 5, 2024 meeting. The Planning Commission took the following action:

Finding:

1. The rezoning request from C-1-B General Commercial District to C-2 Highway Commercial District would achieve consistency with the approval standards enumerated in Section 165.09 of the Zoning Code.

Recommendation:

The Planning Commission accepted the listed finding and forwards the zoning map amendment (rezoning) to the City Council with a recommendation for approval.

The vote for approval was 4-0.

Barry A'Hearn, Vice-Chairperson
City of North Liberty Planning Commission



To **City of North Liberty Planning Commission**
 From **Ryan Rusnak, AICP**
 Date **October 30, 2024**
 Re **Request of Grand Rail Construction & Development for a zoning map amendment (rezoning) from C-1-B General Commercial District to C-2 Highway Commercial District and to approve a Preliminary Site Plan for 36-unit multi-dwelling housing building and related infrastructure on approximately 1.68 acres. The property is located on the south side of North Madison Ave approximately 350 feet east of Penn Court.**

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

- 1. Request Summary:** The request is to facilitate the development of a 36-unit multi-dwelling housing building and related infrastructure on approximately 1.68 acres



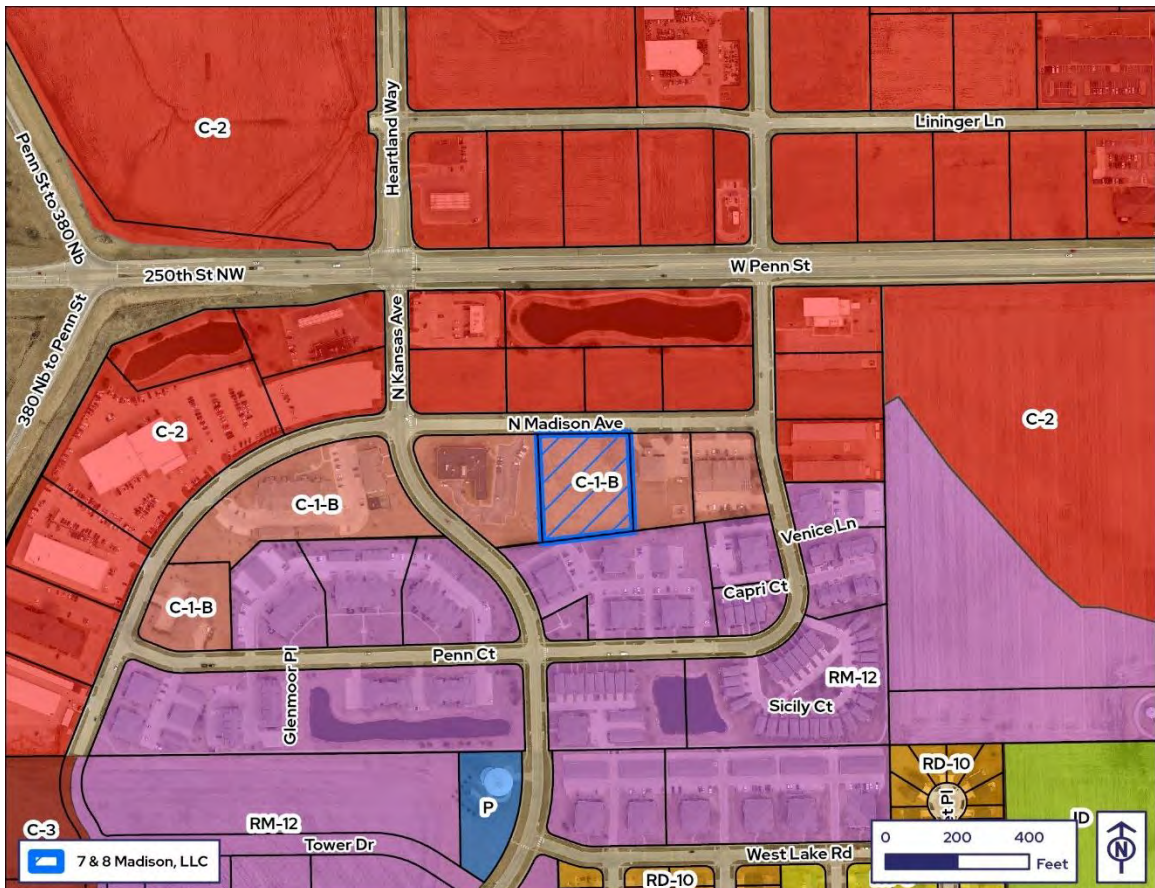
2. Current Zoning:

Current Zoning

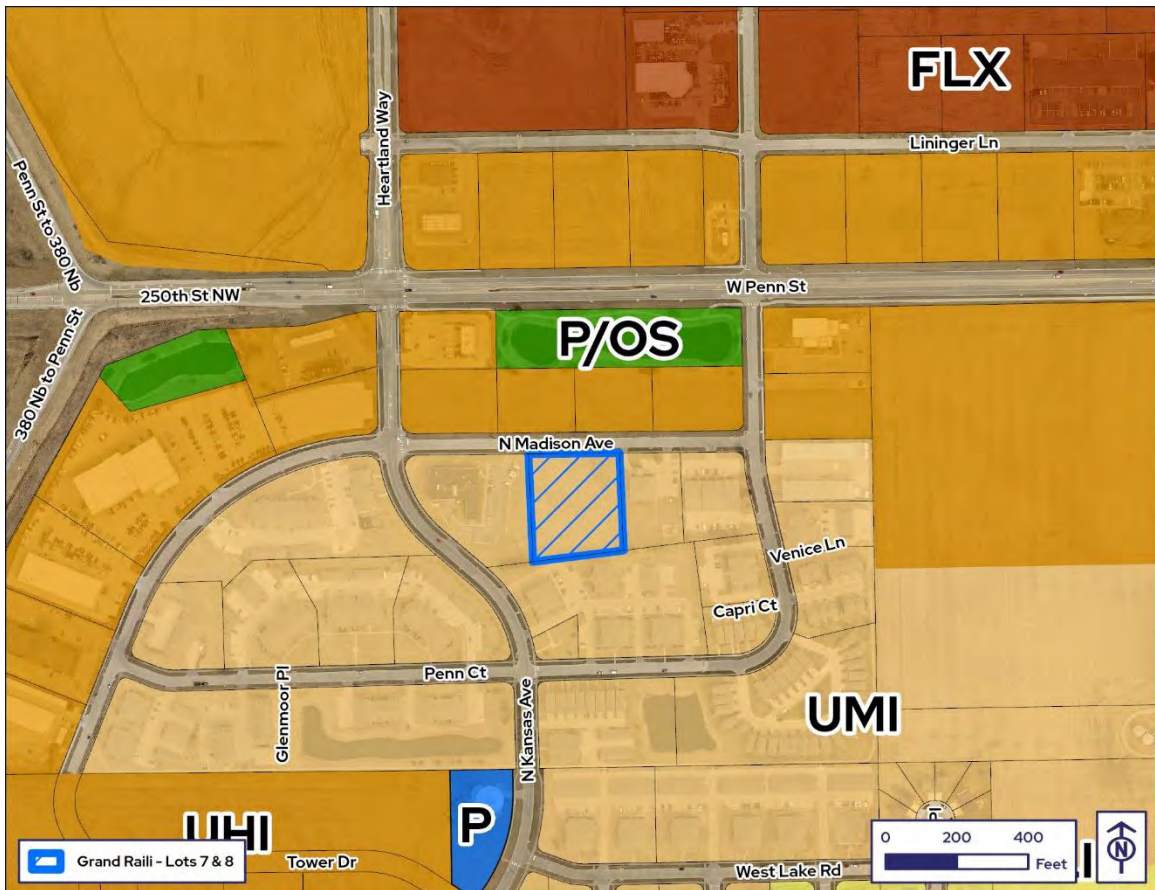
C-1-B General Commercial District. The C-1-B District is intended to provide for the uses established under the C-1-A Central Commercial District and other commercial uses which due to space requirements and the nature of operations are not suitable for location within a compact central commercial center. Setback and yard requirements are greater than under the C-1-A Central Commercial District.

Proposed Zoning

C-2 Highway Commercial District. The C-2 District is intended to provide for those commercial uses which may take particular advantage of a highway location and/or due to size or other nuisance constraints may be incompatible with the predominantly retail uses permitted in the C-1-A and C-1-B Commercial Districts, and whose service area is not confined to any one neighborhood or community.



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



Urban Medium Intensity Description

More variety in housing arrangements and more allowance for activity areas that draw people from outside the immediate area for services or recreation. Increased intensity (compared to ULI) improves opportunities for economic activity and social interaction. Medium intensity areas include mostly a horizontal mix of residential and non-residential uses at compatible moderate densities and scale, although there may be opportunities for vertical mixed-use.

Residential

Uses include a variety of housing types that may be on smaller lots. Housing mix can include single-family detached homes, duplexes, townhomes, and multifamily buildings to create integrated neighborhoods.

Form and Features

- » General aggregate development density of 7 to 14 dwelling units per acre. Innovative designs should allow more public spaces than ULI.
- » Attached housing developments maintain the identity of the individual housing units.
- » High connectivity with multiple access points into neighborhoods. As compared to ULI, UMI encourages closer proximity between transportation, housing, and commercial services.

4. Public Input:

A virtual good neighbor meeting was held on October 21, 2024. A representative from the Chinese Church of Iowa City (abutting property to the east) and some general questions, which were appreciated. There are no objections to the request.

Staff also received correspondence from the multi-unit residential development to the south regarding the preservation of the existing landscape buffer on their property.

5. Zoning Map Amendment Approval Standards

Section 165.09(4)(D)(1) of the Zoning Ordinance sets for the approval standards for zoning maps amendments.

Approval Standards. The Planning Commission recommendation and the City Council decision on any zoning text or map amendment is a matter of legislative discretion that is not controlled by any particular standard. However, in making their recommendation and decision, the Plan Commission and the City Council must consider the following standards. The approval of amendments is based on a balancing of these standards (ordinance language in italics and staff analysis in bold).

Map Amendments.

- (a) *The consistency of the proposed amendment with the Comprehensive Plan and any adopted land use policies.*

Figure 3.4 within *Connected to Tomorrow* was utilized to determine which zoning district would be compatible with the Future Land Use Map.

Figure 3.4: Land Use Compatibility

TRADITIONAL LAND USES	AGRICULTURE (AG)	URBAN RESERVE (UR)	URBAN LOW INTENSITY (ULI)	URBAN MEDIUM INTENSITY (UMI)	URBAN HIGH INTENSITY (UHI)	COMMERCIAL/ INDUSTRIAL FLEX (FLX)	PUBLIC AND SEMI PUBLIC (PUB)	PARK AND OPEN SPACE (P, OS)
Agriculture	●	●						○
Rural residential		●						
Low-density residential			●	○				
Medium-density residential			●	●	○			
High-density residential				●	●	○		
Rural commercial		●						
Neighborhood commercial			○	●	●	●		
Community commercial				○	●	●		
Regional commercial					○	●		
Low/medium intensity office			○	●	●	●		
High-intensity office				○	●	●		
Limited industrial		○				●		
Heavy industrial						○		
Parks and civic uses	●	●	●	●	●	○	●	●
Major public/civic facilities					○	○	●	○
Residential density range (du/A*)	≤40	≤40	3-8	7-14	14+	14+	NA	NA

● Permitted ○ Permitted with special review
*Dwelling Units per Acre

The property would be developed at a density of 21.42 units/acre. Notably, the adopted Comprehensive Plan articulates the following (page 45) about Land Use boundaries: Generalized land use locations and transitions: The boundaries between land uses on the map are “fuzzy” lines and are meant to show approximate areas for transition, rather than rigid boundaries.

The adjacent property to the north is designated Urban High Density Land Use designation to the north, so a higher density development is not out of character with this area.

(b) *The compatibility with the zoning of nearby property.*

The property is located adjacent to commercial development so higher density/intensity is not out of character with the area. RM-12 zoned and developed property is located to the south. Since the property would remain commercially zoned, a more intense landscape buffer is required adjacent to this development. It is staff's opinion that the proposed zoning would be compatible with nearby property.

(c) *The compatibility with established neighborhood character.*

It is staff's opinion that the proposed zoning would be compatible with established neighborhood character.

(d) *The extent to which the proposed amendment promotes the public health, safety, and welfare of the City.*

It is staff's opinion that the proposed zoning would promote the public health, safety, and welfare of the City.

(e) *The extent to which the proposed amendment creates nonconformities.*

It is staff's opinion that the proposed zoning would not create any nonconformities.

6. Site Plan 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 UHM 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.

Dwelling – Multiple–Unit.

- A. Defined. Multiple–Unit Dwelling means a structure containing three or more attached dwelling units used for residential occupancy. A multiple–unit dwelling does not include a townhouse dwelling.
- B. Use Standards.
- (1) Buildings must be designed with consistent materials and treatments that wrap around all building elevations. There must be a unifying architectural theme for the entire multi-unit development, utilizing a common vocabulary of architectural forms, elements, materials, or colors in the entire structure.
 - (2) Building facades must include windows, projected or recessed entrances, overhangs, and other architectural features. Three–dimensional elements, such as balconies and bay windows, are encouraged to provide dimensional elements on a facade.
 - (3) Minimum required masonry on front and corner side yard building elevations in residential districts is 25%.
 - (4) To the maximum extent permitted by Iowa Code § 414.1(1)(h), minimum required masonry on front and corner side yard building elevations in residential districts is 25%.
 - (5) Buildings shall be oriented to the best extent possible so that attached garages doors do not face the public right-of-way.
 - (6) Additional Commercial district design standards.
 - (a) Roofs shall be designed to be generally flat and shall be concealed from view by use of parapet walls or other architectural methods. Portions of roofs that are curved or pitched may be allowed as architectural accents but shall not be used as the primary roof design.

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**).

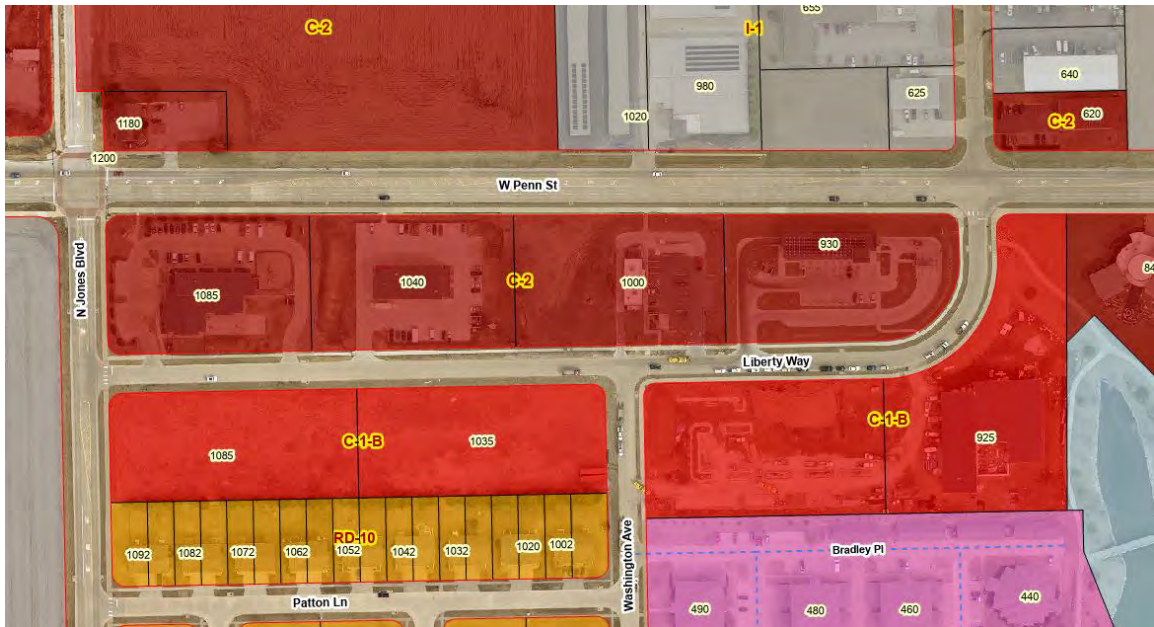
- *Building design shall be visually harmonious and compatible with the neighborhood character.*
- *Buildings located on property with double frontages shall have similar wall design facing both streets.*
- *Except for RS RD, R-MH and ID districts, color schemes shall be primarily based on earth tones. 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.*

Another location where it is staff's opinion that the C-2 zoning is appropriate in the location of the C-1-B zoned properties shown below.



7. Staff Recommendation:

Findings:

1. The rezoning request from C-1-B General Commercial District to C-2 Highway Commercial District would achieve consistency with the approval standards enumerated in Section 165.09 of the Zoning Code.
2. 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 findings and forward the request for a zoning map amendment (rezoning) from C-1-B General Commercial District to C-2 Highway Commercial District and to approve a Preliminary Site Plan for 36-unit multi-dwelling housing building and related infrastructure on approximately 1.68 acres to the City Council with a recommendation for approval.

Suggested motion:

I move that the Planning Commission accept the listed findings and forward the zoning map amendment (rezoning) and preliminary site plan to the City Council with a recommendation for approval.

Table 168.06: Use Matrix
See Section 168.07 for Use Definitions and Use Standards

Use	ID	RS	RD	RM	R-MH	C-1-A	C-1-B	C-2	C-3	OR/P	I-1	I-2	I-P	P
1. Amusement Facility – Indoor						C	P	P	P					
2. Animal Care Facility						P	P	P			P			
3. Art Gallery						P	P	P	P					
4. Arts and Fitness Studio						P	P	P	P					
5. Bar						P	P	P	P		P		P	
6. Body Art Establishment								P						
7. Brewery-Micro						P	P	P	P				P	
8. Broadcasting Studio								P	P				P	P
9. Building Trades and Services								P	P		P		P	
10. Car Wash								P						
11. Child Care Center						P	P	P	P	P			P	P
12. Community Center						P	P	P	P				P	P
13. Community Pantry	C	C	C	C		C	P	P						
14. Cultural Facility						P	P	P	P					P
15. Distillery, Micro						P	P	P	P				P	
16. Drive-Through Facility						C	P	P	P	P			P	
17. Dwelling – Mixed Use						P	P	P	P					
18. Dwelling – Multiple-Unit				P				P	P					
19. Dwelling – Townhouse				P				P						
20. Educational Facility – Primary	P	P	P	P		P	P	P	P					P
21. Educational Facility – Secondary	P	P	P	P		P	P	P	P					P
22. Educational Facility – Vocational						C	P	P	P		P		P	
23. Financial Institution						P	P	P	P				P	
24. Fueling Station							P	P	P		P		P	
25. Fulfillment Center, Micro								C	C		P			
26. Funeral Home								P						
27. Golf Course/Driving Range							P							P
28. Hotel						C	P	P	P	P			P	

Table 168.06: Use Matrix
See Section 168.07 for Use Definitions and Use Standards

Use	ID	RS	RD	RM	R-MH	C-1-A	C-1-B	C-2	C-3	OR/P	I-1	I-2	I-P	P
<u>29.</u> Industrial Design							P	P	P		P		P	
<u>30.</u> Live Performance Venue						P	P	P	P				P	
<u>31.</u> Medical/Dental Office						P	P	P	P					
<u>32.</u> Office						P	P	P	P	P	P		P	P
<u>33.</u> Outdoor Seating						P	P	P	P				P	P
<u>34.</u> Park, Private	P	P	P	P	P	P	P	P	P	P			P	
<u>35.</u> Parking Lot (Principal Use)						C	P	P	P		P		P	P
<u>36.</u> Parking Structure (Principal Use)						C	P	P	P		P		P	P
<u>37.</u> Personal Services Establishment						P	P	P	P					
<u>38.</u> Place of Worship	P	P	P	P		P	P	P	P					
<u>39.</u> Private Club						P	P	P	P					
<u>40.</u> Research and Development								P	P	P	P		P	
<u>41.</u> Residential Care Facility				P			P	P	P					
<u>42.</u> Restaurant						P	P	P	P		P		P	P
<u>43.</u> Retail Good Establishment						P	P	P	P		P		P	
<u>44.</u> Self-Storage - Enclosed								P	P		P			
<u>45.</u> Self-Storage - Outdoor								C	C		P			
<u>46.</u> Specialty Food Service						P	P	P	P		P		P	
<u>47.</u> Utility (Sub)Stations	P	P	P	P	P	P	P	P	P	P	P	P	P	P
<u>48.</u> Vehicle Dealership, New and Used								P	P					
<u>49.</u> Vehicle Dealership, Used								C						
<u>50.</u> Vehicle Repair - Major								C			P			
<u>51.</u> Vehicle Repair - Minor								P			P			
<u>52.</u> Winery, Micro						P	P	P	P				P	



606 14TH AVE SW
CEDAR RAPIDS, IA 52404
319-365-1150

2425 N LIBERTY RD.
SUITE 2407
BETTENDORF, IA 52722
563-359-3117

SELECT STRUCTURAL
SELECT-STRUCTURAL.COM

DATE	BY	REVISIONS	DESCRIPTION

GRAND DAIL
32/36-FLEX (MULTI-FAMILY)
MADISON AVE
NORTH LIBERTY, IOWA 52317
GRAND DAIL DEVELOPMENT

DATE: 9-19-2024
DRAWN BY: [blank]
APPROVED BY: [blank]
JOB DATE: 9-19-2024
JOB NO: [blank]

PROJECT: EXTERIOR ELEVATIONS
SHEET NO: A-101



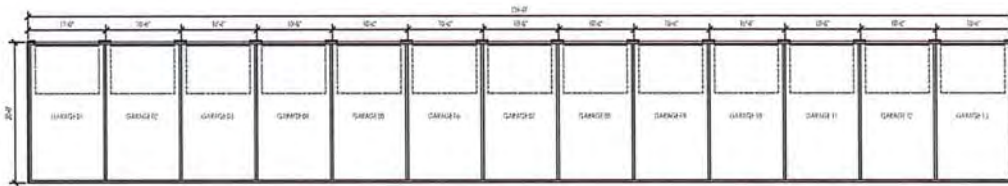
22 GARAGE FRONT ELEVATION (ALT.)
Scale: 1/8" = 1'-0"

23 SIDE ELEVATION (ALT.)
Scale: 1/8" = 1'-0"



20 GARAGE FRONT ELEVATION
Scale: 1/8" = 1'-0"

21 SIDE ELEVATION
Scale: 1/8" = 1'-0"



10 GARAGE FLOOR PLAN
Scale: 1/8" = 1'-0"

606 14TH AVE SW
CEDAR RAPIDS, IA 52404
319-365-1150

3435 KIMBERLY RD.
SUITE 2405
DEWETTENBERG, IA 52522
362-295-5117

SELECT STRUCTURAL
SELECT-STRUCTURAL.COM

NO.	DATE	BY	REVISIONS	DESCRIPTION

SCALE AND DIMENSIONS OF SELECT STRUCTURAL DRAWINGS ARE IN FEET UNLESS OTHERWISE NOTED.
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GRAND RAIL
32736-FLEX (MULTI-FAMILY)
MADISON AVE
NORTH LIBERTY, IOWA 52517
GRAND RAIL DEVELOPMENT

SHEET TITLE
GROUND FLOOR PLAN

DRAWN BY: _____
CHECKED BY: _____
APPROVED BY: _____
DATE: _____
JOB NO.: _____

FIGURE NO. **A-100**

Ordinance No. 2024-14

AN ORDINANCE AMENDING THE ZONING MAP DISTRICT DESIGNATION FOR CERTAIN PROPERTY LOCATED IN NORTH LIBERTY, IOWA FROM C-1-B GENERAL COMMERCIAL DISTRICT TO C-2 HIGHWAY COMMERCIAL 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 such that the below-described property (the "Property") is assigned a zoning designation of C-2 Highway Commercial District:

That part of Lot 7 and all of Lot 8, Liberty's Gate Part One, to North Liberty, Iowa described as Auditor's Parcel 2002-0058 according to the Plat of Survey recorded in Book 44, Page 288, Plat Records of Johnson County. Said Rezoning Parcel contains 1.68 acres, more or less.

SECTION 2. CONDITIONS IMPOSED. At the November 5, 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. 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 4. REPEALER. All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 5. SCRIVENER'S ERROR. The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Clerk or the Clerk's designee without further public hearing.

SECTION 6. SEVERABILITY. If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

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

First reading on November 26, 2025.
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. 2024-14 in *The Gazette* on the ____ of _____, 2025.

TRACEY MULCAHEY, CITY CLERK



Fire Station #2 Rezoning



November 5, 2024

Chris Hoffman, Mayor
City of North Liberty
360 North Main Street
North Liberty IA 52317

Re: Request of City of North Liberty for a zoning map amendment (rezoning) from ID Interim Development District to P Public District on approximately 3.0 acres. The property is located on the north side of Saint Andrews Boulevard approximately 400 feet west of South Alexander Way.

Mayor Hoffman:

The North Liberty Planning Commission considered the above-referenced request at its November 5, 2024 meeting. The Planning Commission took the following action:

Finding:

1. The rezoning request from ID Interim Development District to P Public District would achieve consistency with the approval standards enumerated in Section 165.09 of the Zoning Code.

Recommendation:

The Planning Commission accepted the listed finding and forwards the zoning map amendment to the City Council with a recommendation for approval.

The vote for approval was 4-0.

Barry A'Hearn, Vice-Chairperson
City of North Liberty Planning Commission

Ordinance No. 2024-15

AN ORDINANCE AMENDING THE ZONING MAP DISTRICT DESIGNATION FOR CERTAIN PROPERTY LOCATED IN NORTH LIBERTY, IOWA FROM ID INTERIM DEVELOPMENT DISTRICT TO P PUBLIC 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 such that the below-described property (the "Property") is assigned a zoning designation of P Public District:

That part of the Southwest Quarter of the Northeast Quarter of Section 14, Township 80 North, Range 7 West of the 5th P.M., North Liberty, Johnson County, Iowa described as follows: Commencing as a point of reference at the Southwest Comer of said Northeast Quarter; thence North 88°57'02" East 270.00 feet along the south line of said Northeast Quarter (assumed bearing for this description only); thence North 1002'58" West 45.00 feet to a point of intersection with the northerly right-of-way line of St. Andrews Drive, said point being the point of beginning, thence continuing North 1°02'58" West 341.00 feet; thence North 88°57'02" East 383.00 feet; thence South 1°02'58" East 341.00 feet to a point of intersection with the northerly right-of way of said St. Andrews Drive; thence South 88°57'02" West 383.00 feet along said northly right-of-way to the point of beginning and containing 3.00 acres more or less.

SECTION 2. CONDITIONS IMPOSED. At the November 5, 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. 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 4. REPEALER. All Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 5. SCRIVENER'S ERROR. The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Clerk or the Clerk's designee without further public hearing.

SECTION 6. SEVERABILITY. If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

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

First reading on November 26, 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. 2024-15 in *The Gazette* on the ____ of _____, 2025.

TRACEY MULCAHEY, CITY CLERK



To **City of North Liberty Planning Commission**
 From **Ryan Rusnak, AICP**
 Date **October 30, 2024**
 Re **Request of City of North Liberty for a zoning map amendment (rezoning) from ID Interim Development District to P Public District on approximately 3.0 acres. The property is located on the north side of Saint Andrews Boulevard approximately 400 feet west of South Alexander Way.**

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

1. Request Summary:

The purpose of the request is to update the Zoning Map to reflect that the property is publicly owned and that a municipal building will be constructed in that location in the future.



2. Current and Proposed Zoning:

Current Zoning

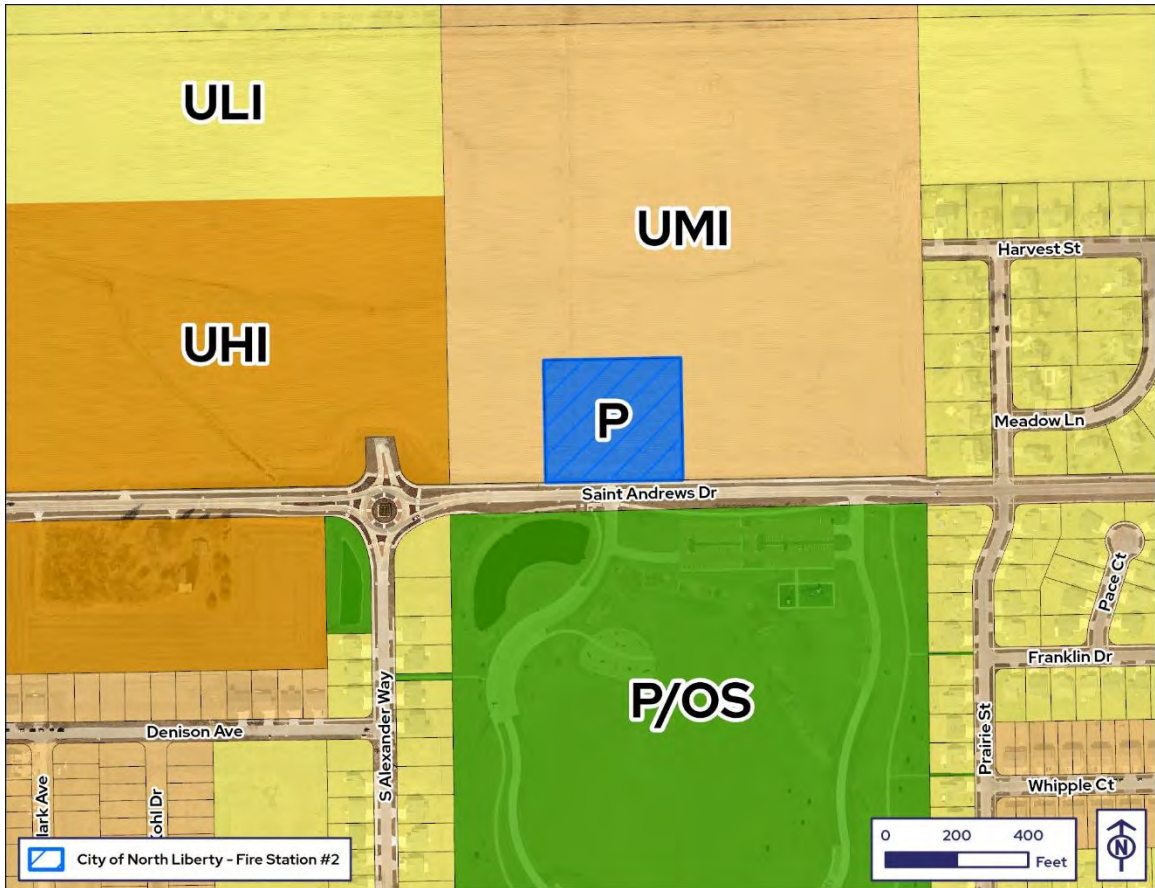
ID Interim Development District. The ID District is intended to preserve existing agriculture and other non-intensive uses to prevent premature development and non-orderly encroachment of higher intensity urban uses, and to help guide urban growth into suitable areas.

Proposed Zoning

P Public Use District. The P District is intended to provide space for public safety, administration, recreational, and community facilities.



3. Consistency with Comprehensive Plan: Public and Semi-Public.



Public and Semi-Public Description

To provide space for educational, institutional, assembly, and other public or semi-public uses with large footprints and attract vehicle and pedestrian traffic, including hospitals, schools, airports, libraries, and city hall.

Form and Features

- » The land use plan identifies the largest public and semi-public uses but these uses can be incorporated into any area if at a similar intensity and form of that district.
- » Reliable pedestrian connectivity is required for high traffic uses such as parks, schools, and public spaces.

4. Public Input:

Good neighbor meetings are not required for City-initiated rezonings. There is only one property owner (who is aware of the City's intentions) outside the City of North Liberty within 200' of the property. Notably, this location was the result of substantial public input from surround property owners. There are no objections to the request.

5. Zoning Map Amendment Approval Standards

Section 165.09(4)(D)(1) of the Zoning Ordinance sets for the approval standards for zoning maps amendments.

Approval Standards. The Planning Commission recommendation and the City Council decision on any zoning text or map amendment is a matter of legislative discretion that is not controlled by any particular standard. However, in making their recommendation and decision, the Plan Commission and the City Council must consider the following standards. The approval of amendments is based on a balancing of these standards (staff commentary in italics).

Map Amendments.

- (a) The consistency of the proposed amendment with the Comprehensive Plan and any adopted land use policies.

Figure 3.4 within Connected to Tomorrow was utilized to determine which zoning district would be compatible with the Future Land Use Map.

Figure 3.4: Land Use Compatibility

TRADITIONAL LAND USES	AGRICULTURE (AG)	URBAN RESERVE (UR)	URBAN LOW INTENSITY (ULI)	URBAN MEDIUM INTENSITY (UMI)	URBAN HIGH INTENSITY (UHI)	COMMERCIAL/ INDUSTRIAL FLEX (FLX)	PUBLIC AND SEMI PUBLIC (PUB)	PARK AND OPEN SPACE (P, OS)
Agriculture	●	●						○
Rural residential		●						
Low-density residential			●	○				
Medium-density residential			●	●	○			
High-density residential				●	●	○		
Rural commercial		●						
Neighborhood commercial			○	●	●	●		
Community commercial				○	●	●		
Regional commercial					○	●		
Low/medium intensity office			○	●	●	●		
High-intensity office				○	●	●		
Limited industrial		○				●		
Heavy industrial						○		
Parks and civic uses	●	●	●	●			●	●
Major public/civic facilities					○	○	●	○
Residential density range (du/A*)	≤40	≤40	3-8	7-14	14+	14+	NA	NA

● Permitted ○ Permitted with special review
*Dwelling Units per Acre

It is staff's opinion that the proposed zoning would be compatible with the Comprehensive Plan and adopted land use policies.

- (b) The compatibility with the zoning of nearby property.

It is staff's opinion that the proposed zoning would be compatible with nearby property.

- (c) The compatibility with established neighborhood character.

It is staff's opinion that the proposed zoning would be compatible with established neighborhood character.

- (d) The extent to which the proposed amendment promotes the public health, safety, and welfare of the City.

It is staff's opinion that the proposed zoning would promote the public health, safety, and welfare of the City.

(e) The extent to which the proposed amendment creates nonconformities.
It is staff's opinion that the proposed zoning would not create any nonconformities.

6. Additional Considerations:

There are none.

7. Staff Recommendation:

Finding:

1. The rezoning request from ID Interim Development District to P Public District would achieve consistency with the approval standards enumerated in Section 165.09 of the Zoning Code.

Recommendation:

Staff recommends the Planning Commission accept the listed finding and forward the request for zoning map amendment (rezoning) from ID Interim Development District to P Public District on approximately 3.0 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 zoning map amendment to the City Council with a recommendation for approval.



Additional Information



To **Mayor and City Council**
CC **City Administrator**
From **Tom Palmer, Building Official**
Date **12/4/2024**
Re **Monthly Report**

November Permits:

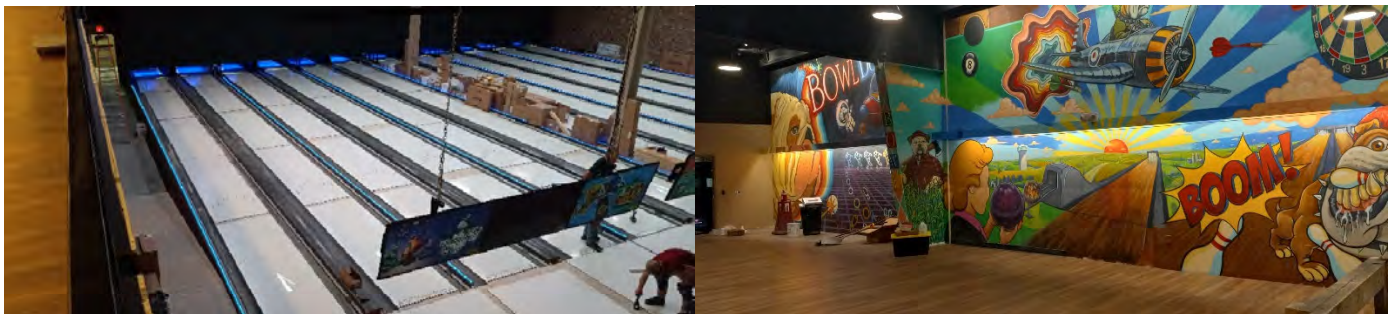
Fifty-one permits were issued in the month of November with an estimated construction value of 1.7 million dollars. Havercamp applied for two foundation permits for two 44 multi-family units located in Emory Place phase two. Staff completed 343 inspections in the month of November.

Rental/Code Compliance Cases:

Four rental permit applications were received in November. One code compliance case was processed in November.

Bowldog Project:

Crews will be completing interior finishes this month. Owner is anticipating opening date the first week in January.



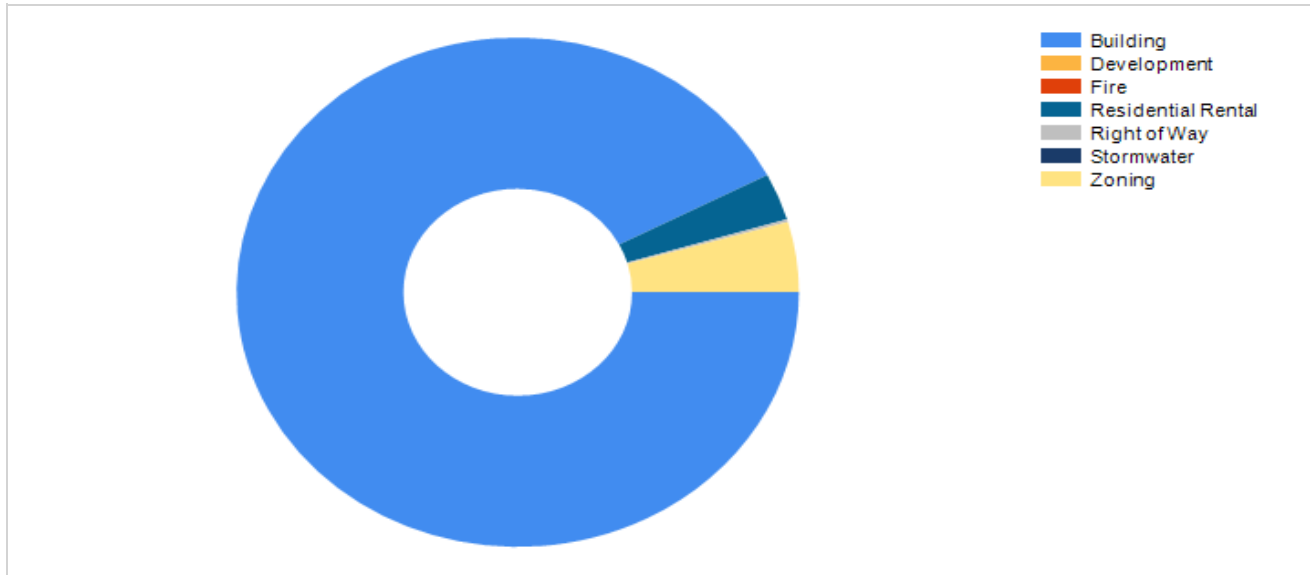
Permit Type Report

Permit Date

11/01/2024 to 11/30/2024

Description	Fees	Construction Value	Permits
Building	\$12,356.04	\$1,391,564.66	27
Development	\$0.00	\$0.00	1
Fire	\$0.00	\$16,663.00	2
Residential Rental	\$400.00	\$1.00	4
Right of Way	\$23.50	\$11,000.00	1
Stormwater	\$0.00	\$0.00	1
Zoning	\$595.00	\$313,660.75	15
Total	\$13,374.54	\$1,732,889.41	51

Fees Breakdown

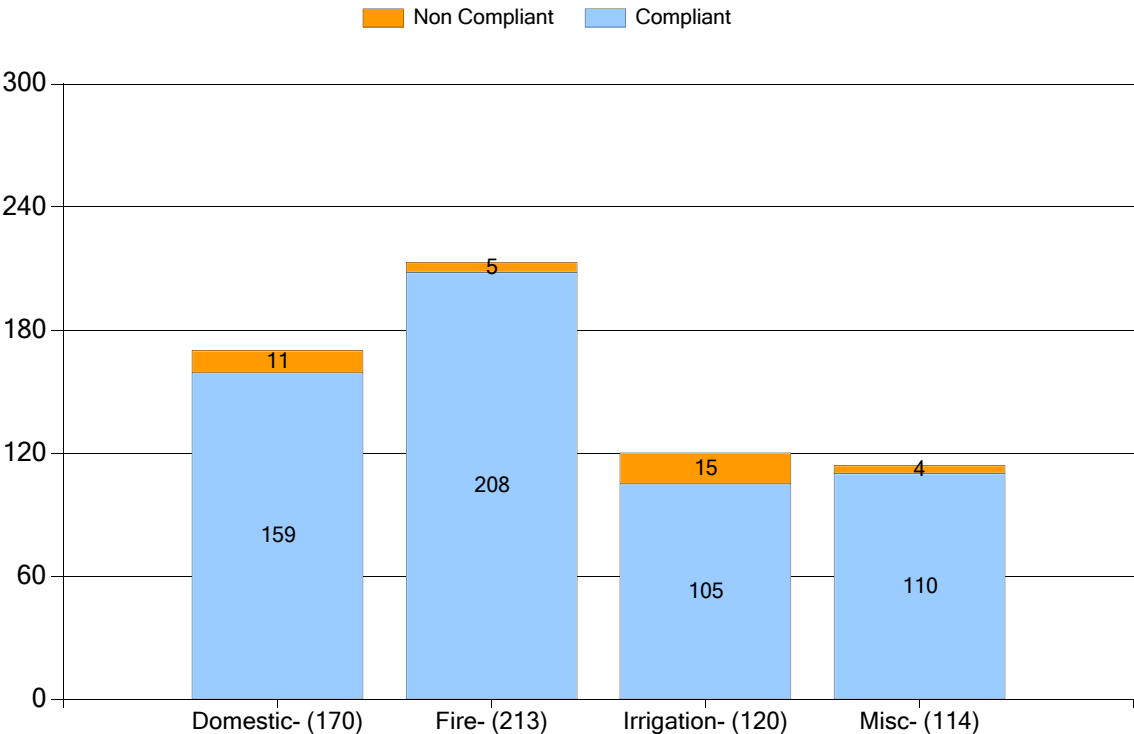


Code Compliance Report

11/01/2024 - 11/30/2024

Case Date	Case #	Complaint	Reporting Code
11/7/2024	20240073	Pool installation without permit.	Building 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 **Dec. 5, 2024**
Re **November 2024 Community Relations Staff Report**

Staff Transition

After three years with the City, Outreach & Equity Coordinator Micah Ariel James is leaving us as she moves out of state; her last day is Dec. 20. We are working on transitioning her responsibilities, most immediately Youth Council and Neighborhood Ambassadors, to other members of the team. The job posting closed in early December and we're sorting through a strong applicant pool of about three dozen applicants.

We will miss Micah a great deal, and always be appreciative of her work to build out what as a brand new role when she took it, make connections throughout the community and to offer her expertise and perspective to improve North Liberty's inclusion, connection and accessibility.

City Slate

During November, the City Slate included the Golden Turkey Hunt, which invited the community to find, based on somewhat vague clues, a medallion hidden in North Liberty. The difficulty of the clues has been tuned over the years after early iterations were apparently too easy resulting in quick finds. This year we saw lots of engagement on Facebook (and phone calls various City departments in hopes of additional hints). While it's impossible to know how many people participated, we estimate hundreds did over the course of the month. Staff also prepared for the 2025 Slate with budgeting for the year's fun; a tentative schedule for the first part of the year will be released in mid-December. Details about events on the Slate can be found at northlibertyiowa.org/cityslate.

Winter Events

Ticket sales for the Snuggie Crawl (held Feb. 1) have opened, with about a third of tickets sold. Meanwhile, planning continues for Fire & Ice (held Jan. 25) continues, with some exiting new additions such as the Snowzilla Slide and Glow Playground.

Centennial Park

Steel beams, including the community-signed beam, were added to the structure as work continues. Meanwhile, work continues on naming-rights conversations and other fundraising.

Youth Council

Noticing that the back-to-school supply drives have dwindled by midyear, the North Liberty Youth Council planned a December supply drive, which will last through Dec. 18. Boxes are at the local high schools and in the Community Center lobby.

Other Items

Staff volunteered with the North Liberty Community Pantry, 100+ Women Who Care and worked with other local initiatives and non-profits.

Staff represented North Liberty at Greater Iowa City, Inc., on the Community Development Innovation Council, Data Task Force, City Connections Lunch, Coffee Connections and in the current Community Leadership Program class, at the Iowa Women's Foundation Lunch and at local groundbreaking and ribbon cuttings, during a presentation to the Iowa League of Cities about youth councils.

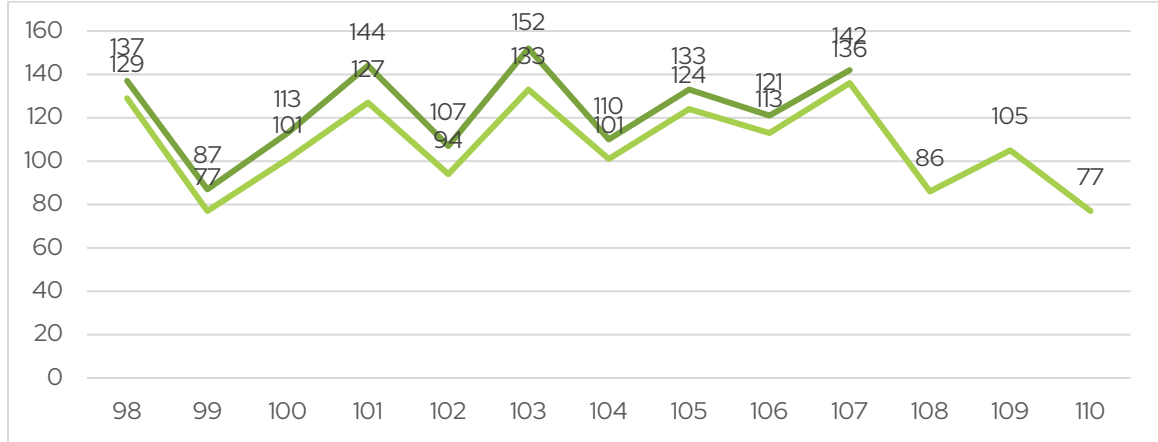
We posted news releases about City Slate events, staff award winners, election information, activity highlights, road projects and more.

Completed Videos

Title	Requested By	Completed	Duration
Planning & Zoning Commission	Administration	Nov. 5	0:41
Parks & Recreation Commission	Administration	Nov. 7	0:46
Social: Centennial Center	Community Relations	Nov. 12	0:01
City Council	Administration	Nov. 12	1:29
Social: Fire & Ice	Community Relations	Nov. 13	0:01
City Council	Administration	Nov. 14	0:02
Good Neighbor Meeting	Planning	Nov. 19	0:38
Social: Snuggie Crawl	Community Relations	Nov. 21	0:01
Social: Snuggie Crawl	Community Relations	Nov. 21	0:01
Eye on: I-380 Growth	Community Relations	Nov. 25	0:02
Library Board of Trustees	Administration	Nov. 25	0:35
City Council	Administration	Nov. 26	0:50
Total completed productions: 12	Duration of new video: 5.1 hours		

52317 Podcast

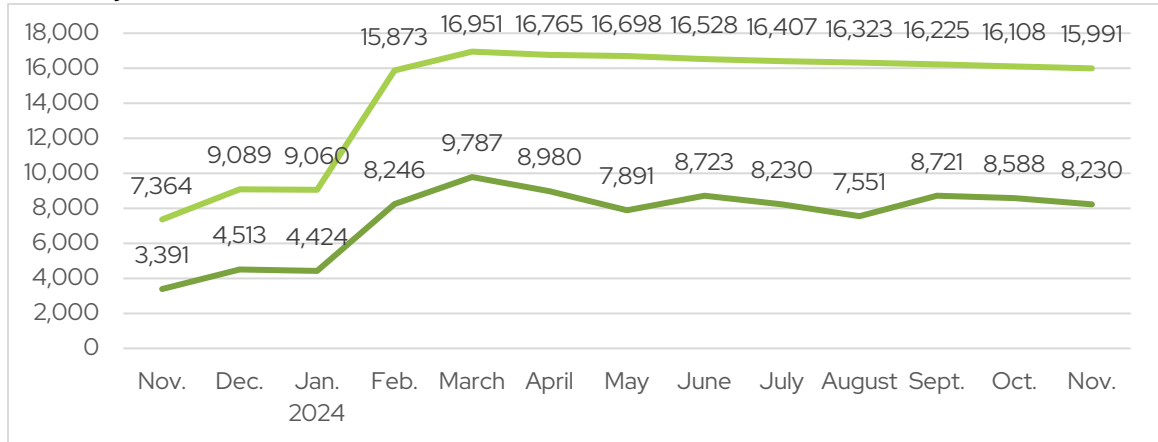
Episodes release every three weeks and can be found at northlibertyiowa.org/52317.



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.

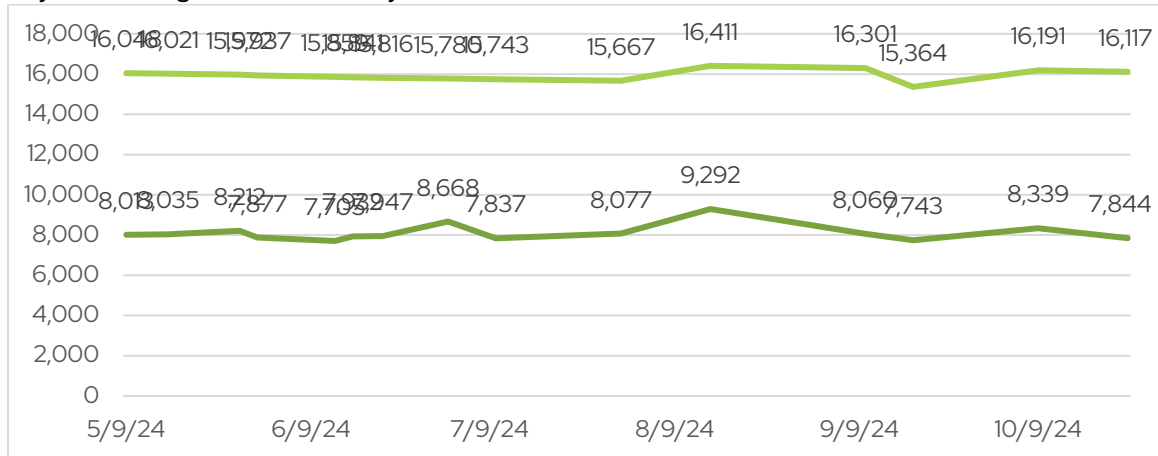


Recipients is the number of email addresses to which an issue of the Bulletin was sent and is represented by the top line.

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
Nov	104	26,980	3,526	7,128
Oct	67	41,795	3,526	7,069
Sept	112	69,482	3,507	7,000
Aug	110	37,807	3,471	6,935
July	108	75,615	3,462	6,851
June	128	69,922	3,425	6,762
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

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



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

Library News

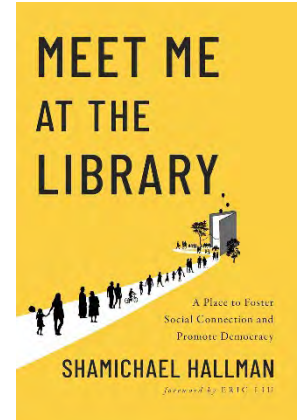
Public libraries have long served a role in driving economic development in our respective communities from providing programs that draw visitors to cities to offering free resources and services to local businesses and entrepreneurs. More recently, libraries have become a space for people who work remotely to make human connections outside their home office and find stable Internet. Our Public Services Librarian, Kellee, was recently featured in this [article](#) in the Corridor Business Journal for her work with entrepreneurship in the area.

I was also recently honored to be invited to be a guest on American Library Association Call Number Podcast, [Small Libraries Big Ideas](#), discussing the impacts of small and rural libraries.

The end of October is one third of the way through the fiscal year. Our Collection Development Librarian, Andrew, monitors circulation statistics in comparison to the previous year. We are 33% of the way through the year, so it's expected that the numbers will be at least 33% of last year's circulations if we are keeping pace. Aside from physical audio CDs, which are trending down across libraries as more people have access e-audios, all other areas are up with teen holding at the same rate as October 2023..

	Jul-24	Aug-24	Sep-24	Oct-24	Totals to date	Total FY23	Percentage	Months
Audio Total	59	76	53	47	235	831	28.3	4
DVD Total	868	755	589	605	2817	7125	39.5	4
Adult Books	2659	2460	2049	2113	9281	26110	35.6	4
Primary Books	3166	2818	2243	2521	10748	30435	35.3146	4
Juvenile Books	3943	2975	2250	2453	11621	29234	39.75166	4
Teen Book	478	363	231	259	1331	3965	33.56873	4

North Liberty Library is featured in a new book that was released in October. *Meet Me at the Library*, by Shamichael Hallman, centers on the public library as a space to foster connection and promote democracy. Shamichael was a guest on the library's Love, Light, Lit podcast with Kellee several years ago and from that connection, I began working with Shamichael on his Libraries as Bridges initiative and have since presented in-person trainings and webinars with him.



It's fun to see our city listed in the description on Amazon:

Libraries have a unique opportunity to bridge socioeconomic divides and rebuild trust. But in order to do so, they must be truly welcoming to all. They and their communities must work collaboratively to bridge socioeconomic divides through innovative and productive partnerships.

Drawing from his experience at the Memphis Public Library and his extensive research and interviews across the country, Hallman presents a rich argument for seeing libraries as one of the nation's greatest assets. He includes examples from libraries large and small--such as the Iowa's North Liberty Library's Lighthouse in the Library program to bring people together to discuss important topics in a safe and supportive space, to Cambridge Cooks, an initiative of the Cambridge MA Public Library that fosters social connection by bringing people together over shared interest in food.

As an institution that is increasingly under attack for creating a place where diverse audiences can see themselves, public libraries are under more scrutiny than ever. *Meet Me at the Library* offers us a revealing look at one of our most important civic institutions and the social and civic impact they must play if we are to heal our divided nation.

From our smallest patrons to adults, our programming team offers events to provide connection and activities to engage all ages – creativity, self-expression, and STEAM is not just for kids! Our community partners broaden our reach as well. These pictures are from a Doodlebugs program with the Cedar Rapids Museum of Art:



Teens built haunted gingerbread houses for Halloween at the end of October and designed miniature bookshelves in November during a library outreach program at Liberty Makerspace.



Adults have enjoyed our expanded programming efforts to provide connection and social opportunities to help combat loneliness in our community. They meet weekly for crafts, games, and puzzling.



Community engagement takes many forms. This recent puzzle contest was offered in collaboration with our Friends of the Library as a new Friends fund-raiser. The program was held in the adult reading area after hours and drew dozens of people from emerging to older adults. We plan to expand this program and offer it at the new Centennial events center next fall. Attendees expressed interest in having these events more than once a year.





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

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

Date **December 3, 2024**

Re **Monthly Report**

We performed various building maintenance tasks as needed this month.

We maintained equipment as needed this month. We performed preventative maintenance and repaired winter equipment as time permitted. We installed all winter snow removal equipment on trucks, tractors and skid steers.

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

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

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

In preparation of the upcoming DOT Penn Street interchange project in February; Parks staff removed plants at the most western median landscaping on West Penn Street. We relocated the plants to other existing landscaping areas. We will remove the remainder of plants if time allows.

We installed trail, sidewalk and parking lot markers in preparation for snow removal.

We cleared snow & ice from parking lots, sidewalks & trails on December 2nd.

Parks Staff attended the Ornamental, Turf, and Pest Management Applicator continuing education class on November 13th at the Johnson County Extension Office. This is required annually to maintain our state pesticide and herbicide licenses.

D&N Fence has completed the new enhanced backstop and dugouts at Koser Park. The new backstop and dugout fencing was a much-needed improvement and looks very professional.

Three Parks Department employees attended the CDL truck driving school in Mason City on November 6th and 8th. They all passed the truck driving class and now have their Commercial Drivers licenses.

We lowered the water level by three feet at Liberty Centre Pond. This was in preparation of repairing and resetting the outcropping stone that has slipped off and shifted around the perimeter of the pond over the course of many years. Country Landscaping (the original contractor that initially installed the outcropping stone back in 2006) has been hired to perform this work. The project should be completed by March 2025.

We continue to make progress on the FY2526 Parks Operating Budget and the 5-year CIP.



The Parks Crew cutting down and winterizing all City landscaping areas for the season.



Cut down plant material for composting.



Tree wrapping our young maple trees.



West Penn St. plant removal & transfer in preparation of the upcoming DOT project.





Koser Park's new ballfield backstop.



Liberty Centre outcropping stone that has fallen off over time.



Liberty Centre water level has been lowered in preparation of the outcropping stone repair project.



Country Landscaping has begun the outcropping stone repair work.



North Liberty Police Monthly Report November 2024

Training:

- Lt Ross attended a 2.5 day Managing an FTO course in Des Moines. (20 hours)
- Officers Jordan Myles, Alex McEleney, and Noah Conard are continuing with the Field Training Program. You will see two officers in patrol cars during this training period on both days and night shifts.
- Recruit Jacob Boevers is at ILEA for another month of training.
- We hosted an Incident Command/Active Shooter threat tabletop exercise at the PD with Police, Fire and Ambulance staff. EMA's Dave Wilson facilitated the discussion and the Command staff from NLPD attended. (6 hours).
- Two members went to Des Moines to attend mandatory in person training to run driver's license and vehicle registration information through the national network (4 hours)

Public Relations:

- Two Liberty High School students participated in a half day job shadow experience. Both were interested in a future career in law enforcement.
- Officers worked overtime for the final Liberty High School Football home games. The Iowa City Community School District reimburses us for the overtime. At the school's request, an officer was also present for the sendoff celebration when the team left for the semi-finals.
- We hosted several 2nd grade tours of the Police Department from local elementary schools.
- Lt Rueben Ross attended a Penn PTO meeting and discussed internet crimes with the parents.
- We hosted the Neighborhood Ambassadors for a tour of the PD and to meet the new officers and Community Service Officer.

Equipment:

- All portable and in-car radios were updated and programmed.
- Due to some programming issues, the contractor for the City Hall Project continues to work on the exit gate. Currently, we can exit, but not enter that gate with the keypad.
- Discussions with FLOCK continue to get approval for the camera locations. One is in Coralville near the Middle School, one out by 380 for the DOT, and another for Linn Co REC. We are working with Michael Pentecost from the Street Department to help with the permitting process and placing the cameras on existing poles.

Traffic Contacts	226
Parking Contacts	34
Vehicle Inspections	0
Vehicle Unlocks	18
Crash Investigations	16
Public Assists	261
Assist other Agency	70
Crimes Against Persons Report	20
Crimes Against Property Report	16
Other Reports	18
Arrests	18
Warrants	2
Alcohol/Narcotics Charges	3
Crimes Against Persons Charges	6
Crimes Against Property Charges	2
Other Charges	10
Animal Calls	44
Total Calls for Service	1835
*Total Calls for Service for the year	18459

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.

Department Admin:

- Recruits Dedrick Jordan and Austin Simpson were hired and began working in the office until they attend the ILEA academy starting in January. We interviewed another individual and are going through the hiring process with them.
- Shelby Unkel was hired as a records clerk/evidence custodian and is working at the front office.
- The department completed the Criminal Justice Information Systems records technical audit. We got confirmation we passed the FBI/CJIS Technical Security Audit from the State and our internal security procedures. This is audited for policies and procedures every three years for compliance for internal and external controls.
- Completed the budget processing for the PD and for the Animal Control Position for FY 2026.
- Several minor policy changes were made this month and sent to all members to review and sign off. A new policy on body-worn cameras was sent to all members for feedback. It will be implemented once it is approved. The FLOCK camera policy was also approved and sent to be publicly available on the website for any interested parties.
- We received one internal candidate position for Sergeant. We are going to wait until after the Holidays and republicize for internal and external candidates, so it is a competitive process.
- Officer of the Year nominations were sent out to all members. We received two
- Held and attended our monthly supervisor meeting, command staff meeting, Labor Management Committee Meeting, NL Traffic Study Group, and area chief's meeting.
- Several MOUs (Memo of Understanding) were signed with the Police Officer's Union. The Sergeants agreed not to sign any of the MOUs and will instead, bring the items up for negotiation. Their contract is due to change in June.
- We are starting a Recruitment, Retention and Culture (RRC) Committee with several members from the different positions within the department. They will be meeting with me and command staff for any recommendations outside of the union negotiations and union requests.

Submitted on 12/4/2024



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

November passed quickly as I was on vacation at the beginning of the month and then holidays ended the month. Work was spent on completing the WS Brochure and entering programs into Recdesk for start of registration in December. Budget work began and will continue as Dept Heads meet with City Administration in December. Many capital improvement projects will focus on our aging facility including pool locker room remodel, parking lot phases, pool acoustical panels, pumps & motors, etc. City APRA funds helped us conquer the pool ductsox (6), and 1 of 5 RTUs on Rec side that needed replacement.

Recdesk Database:

Reviewing Recdesk, we have 15,362 residents (59%) and 10,851 non-residents (41%) totaling 26,213 individuals. Increase of 328 from last month.

Aqua Programs:

Aqua classes continue to have a great following. Aqua Boot Camp (10), Aqua Dance Fusion (8), Aqua Zumba (13), Arthritis MWF (15), Arthritis T TH (15), Easy Does It (16), Water Resistance (6) totaling 83, plus drop-ins.

Aqua Program/Class revenue totaled \$1,598.50.

Swim Lessons:

Another session of swim lessons continued this month. Level 1 (30), Level 2 (42), Level 3 (25), Level 4 (27), Level 5 (22), Level 6 (20), Parent Tot (39), Private Lessons (52), Tadpoles (24), Adult (7), Rec Swim team (12); totaling 300 participants.

Revenues totaled \$3,235.00.

Leagues/Sports:

Pee Wee Basketball had (55) participants.

Indoor Soccer had (66) participants.

Derek Coorough offered youth wrestling with (27) participants.

Sport/Leagues revenues totaled \$3,400.00.

Recsters BASP Program:

BASP (Nov) has AM (20) and PM (50), averaging (70) kids per month.

All-Days: Two dates averaged 21 participants each day.

BASP revenues this month totaled \$19,820.00

Classes/Programs:

Tippi Toes Dance: Continued this month with approximately (75) dancers.

Aerobics Classes: Body Blast (9), Total Body Sculpt (4), Zumba (4), Vinyasa Yoga (5), JiuJitsu (3), totaling 25 registered, plus drop-ins.

Connection Luncheons served (157) meals this month. Each Friday averages around (40) participants. Classes/Programs revenue totaled \$7,605.00.

Special Events/Programs:

Pickleball Turkey Tournament - was canceled due to lack of participation.

Pools: This month, Season Pool Pass revenues totaled \$2,825; Daily Pool Fees totaled \$2,321; Pool Rentals totaled \$1,000, and Concessions revenues totaled \$-0-.

Weight & Exercise Area / Track:

Weight fee revenues totaled \$16,647; Split membership revenues totaled \$2,956

We had 3,434 active memberships for the month.

We had 1,114 point of sale transactions for the month.

Rentals:

Gymnasium Rental revenues totaled \$2,546; Community Center Rental revenues totaled \$3,303; Shelter rental revenues totaled \$-0-, Field Rental/Tennis Courts revenues totaled \$1,193.

Revenues:

Revenues for November 2024: totaled \$68,431.79.

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



To **Mayor and City Council**
CC **City Administrator Ryan Heiar**
From **Street Superintendent Michael Pentecost**
Date **December 3, 2024**
Re **Street Department Staff Monthly Report for November**

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

- Locating City Utilities (154 job tickets) ongoing
 - a. This is a decrease of 26% from November 2023
- Continued animal control services (11 responses to animal issues)
- Cemetery plot locates (0 in total)
- Leaf collection
 - a. Duration of 7 weeks in total for residents to have fall leaves removed
 - b. 2 pieces of vac equipment with 2 crews operated during high volume weeks
 - c. 859 cubic yards of material collected
 - i. This is 22% increase from 2023
 - d. Leaf collection pile will decompose for a year and then be used as compost material in city projects
- Storm Water
 - a. Subdrain repairs on Heritage Dr and Doe Run Dr
 - b. Storm pipe damaged by utility company was investigated with coordinated repair of structure
- Sanitary Sewer
 - a. Inspection of various manhole locations
 - b. Food pantry sewer saddle installed by electrofusion process
- Street Repairs
 - a. Gravel road and shoulder grading
- Training staff attended
 - a. Excavation Safety Summit presented by Iowa One-Call
 - b. Chainsaw Safety by Iowa Arborist Consulting
 - c. Pothole Patching techniques by UPM
 - i. Training done in collaboration on-site with Solon and Coralville
- Sign make, install, and repair on Fairview Ln, W Zeller St, S Front St, and other locations
- Staff participated at Penn Elementary School talking to kids about public service and showing the kids various pieces of City equipment
- Staff installed all holiday décor along Ranshaw Way and all roundabout locations
- Supervisory FY26 budget preparations
- IDOT meeting with local agencies to discuss 2025 construction season and traffic impacts

- Coordination and transportation of 2 message boards and 2 light towers to the “Lights on the Lake” organization at the Coralville Reservoir Dam
- Construction plan review of proposed subdivisions and site plans
 - a. Walk through inspections by Shive and City staff of Solomone Pt 5 and Greenbelt Trail Pt 3 and 4 to identify any correction issues before city acceptance
- Staff conducted monthly safety inspections for all street equipment and buildings
 - a. Contractor performed annual inspection and testing of vehicle lifts used by staff
 - b. Main emergency generator for Street and Parks buildings was inspected and serviced along with winter blend fuel added
- Monthly warning siren testing in all 8 locations
 - a. Contractor performed bi-annual testing and inspection of cabinets and equipment
- Several equipment repairs in-house and contracted services
- Winter operations
 - a. Remaining machinery installed with snow equipment
 - i. All equipment then undergoes inspection, testing, and calibration
 - b. Pre-Season Winter Operations meeting with all staff
 - i. New plow routes identified to staff as well as expectations, responsibilities, and operations
 - ii. Staff then pre-trip their routes identifying hazard or potential issue locations



Installation of holiday décor



Storm pipe damaged by utility contractor



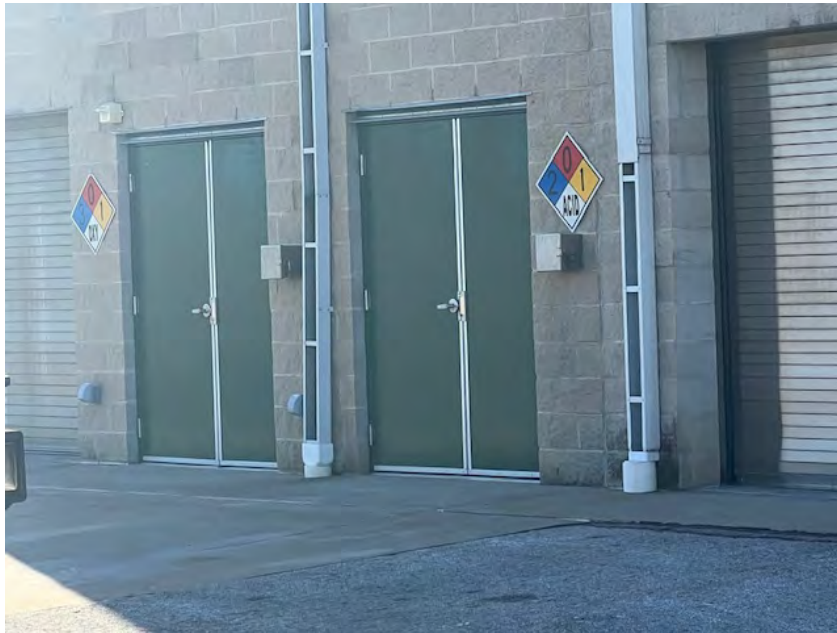
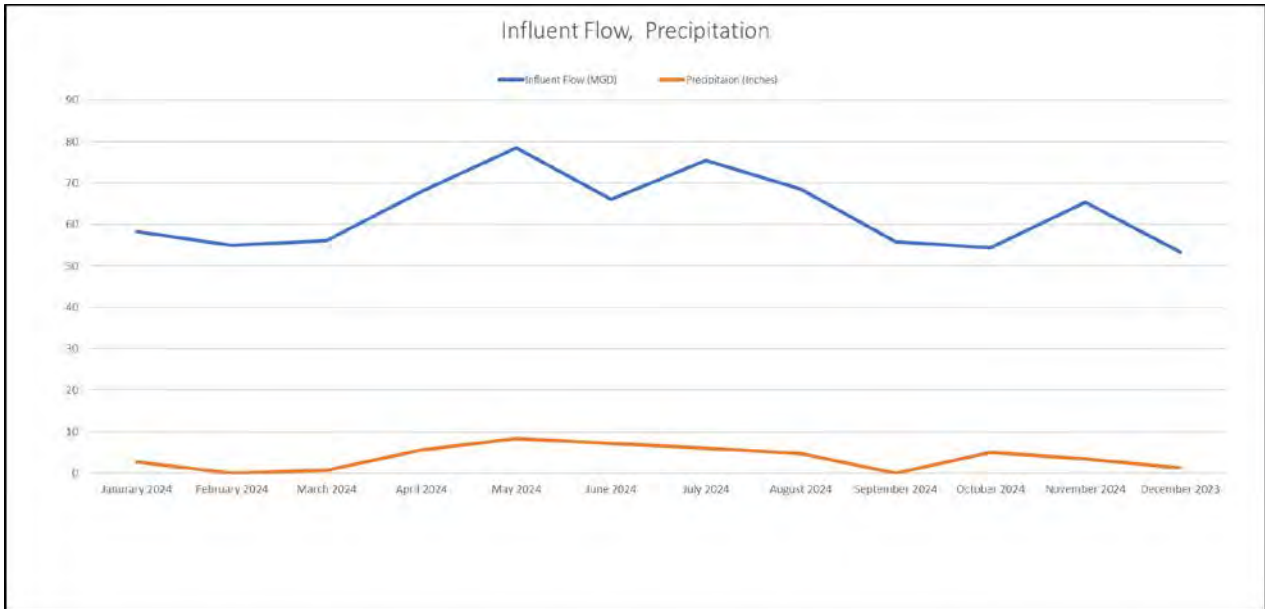
Food Pantry sewer service tap by electrofusion



To **City Council, Mayor, and City Administrator**
From **Drew Lammers**
Date **Dec. 1, 2024**
Re **Nov. 2024 Water Pollution Control Plant (WPCP) Report**

1. All scheduled preventative maintenance at the plant and lift stations was completed. **130 work orders** were completed throughout November. Maintenance staff completed all lift station flushing and cleaning of wet wells as well as performed pump drawdowns and updated calculated pumping rates. Staff also replaced several parts and fittings on the additional dewatering press purchased. Both spare presses have been gone through by staff and are ready for installation when the construction permit process is complete.
2. This month's staff safety meeting topic was Ladders and Scaffolding. Staff completed target solutions training online and reviewed the training topic as a group. Ladders and scaffold are used regularly around the treatment facility. WPCP staff regularly discusses safety set-up and removal of this equipment for specific jobs requiring it's use.
3. Operations and Lab completed all monthly sample results and reports. Monthly Influent Flow Avg. was **2.18 MGD**. **0.97 MG** of solids were wasted from the biological tanks to digesters during November. WPCP Operators continue to haul biosolids to the field stockpile south of Tiffin. Land application is scheduled for the 2nd week in December. Operations staff painted all exterior doors on the MBR building while weather permitted.
4. Staff completed the plant winterization tasks, preparing equipment and operations for cold temperatures. They also finished clean-up and winter preparation of landscaped areas at the plant and lift stations.
5. Collections and WPCP staff have been working together at North Liberty Road lift station. We have made repairs to the existing oxygen generator that is used to treat hydrogen sulfide. We have the O₂ generator fully operational and have been collecting samples and performing tests to track its performance throughout the upcoming months. This treatment process is to help reduce corrosion and odor downstream throughout the collection system.
6. Fiscal year 2026 operating budget and CIP preparations were done during November. The budget is ready for further admin. review and final adjustments before completed for presentation.

Drew Lammers - WPCP Superintendent



Painted MBR Doors and New Chemical Placards



Rebuilt Oxygen Generator



Complete Oxygen Generator System for H₂S Treatment



To **North Liberty Mayor and City Council Members**
CC **City Administrator Ryan Heiar**
From **Water Superintendent Greg Metternich**
Date **December 4, 2024**
Re **Monthly Report – November 2024**

In the month of November, we treated a total of 37,200,000 gallons of water, our average daily flow was 1,240,000 gallons, and our maximum daily flow was 1,492,000 gallons. The total amount of water used in the distribution system was 3.59% higher than in November 2023.

We have had a busy month with 9,445 accounts read, 77 re-reads, 94 service orders, 137 shut-off notices delivered, 70 shut-offs, 56 re-connects for water service, 5 new meter set inspections, 4-meter change outs, 32 MIU change outs, assisted 30 customers with data logging information, 88 calls for service, and 13 after hour or emergency calls. Our monthly total service work averaged 30 service orders per day.

Maintenance staff surveyed three new subdivisions and added a total of 28 fire hydrants, 56 main line valves, and 120 curb stop boxes to our GIS mapping system, we'll continue to mark points as new infrastructure is built.

Staff spent several days cleaning the entire treatment plant. This included washing all the chemical storage tanks, pressure washing the floors, and used our areal lift to clean all the piping from the ceiling to the floor.

Harn R/O sent a service technician here as part of our service contract. The technician checked all of the flow meters and online instrumentation, everything was in calibration and functioning as it should, the last part of the contract is reviewing the data we have collected over the last year, he said everything is working as it was designed, but we might be starting to see some fouling in the membranes that could require a maintenance clean. He's going to have one of their engineers review our data and make a recommendation. The last chemical cleaning was over three years ago.

We hosted our local 5th graders from Heritage School on a field trip last month. They had just finished learning about salts and solutions. The students were able to see how we remove salts and learn about how the local water system works.

We've been working on repairing broken or misaligned water main valve boxes along Penn Street. Staff were able to repair 16 valve boxes last month.

Water Superintendent
Greg Metternich



Planning Commission

December 3, 2024

Council Chambers, 360 N. Main Street

Call to Order

Chair Amy Yotty called the Tuesday, December 3, 2024, Planning Commission to order at 6:30 p.m. in the Council Chambers at 360 N. Main Street. Commission members present: Barry A'Hearn, Josey Bathke, Sheila Geneser, Jason Heisler, Dave Willer, Amy Yotty; absent: Valerie Ward.

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

Approval of the Agenda

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

Public Hearing on Zoning Map Amendment and Preliminary Subdivision Plat

Staff Presentation

Rusnak presented the request of Scanlon Family, LLC for a zoning map amendment (rezoning) from ID Interim Development District to RS-6 Single-Unit Residence District and a preliminary subdivision plat on approximately 12.25 acres. The property is located at the east terminus of Radcliffe Drive and is directly east of Arlington Ridge Subdivision - Parts Four and Six. Staff recommends the Planning Commission accept the listed findings; the rezoning request from ID Interim Development District to RS-6 Single-Unit Residence District would achieve consistency with the approval standards enumerated in Section 165.09 of the Zoning Code and the preliminary subdivision plat would achieve consistency with Section 180.11(3)(A) and 180.2 of the North Liberty Code of Ordinances, which sets forth the preliminary submittal requirements and design standards, respectively; and forward the request for a zoning map amendment (rezoning) from ID Interim Development District to RS-6 Single-Unit Residence District and a preliminary subdivision plat on approximately 12.25 acres to the City Council with a recommendation for approval.

Applicant Presentation

Jason Stone, Hall and Hall Engineers, was present on behalf of the applicant and offered additional information on the application.

Public Comments

No public comments were offered.

Questions and Comments

The Commission discussed the application including the plan for the permanent detention basin.

Recommendation to the City Council

Bathke moved, Willer seconded that the Planning Commission accept the listed findings and forward the zoning map amendment (rezoning) and preliminary subdivision plat to the City

Council with a recommendation for approval. The vote was: ayes – Willer, Yotty, Bathke, Geneser, Heisler, A'Hearn; nays – none; absent – Ward. Motion carried.

Public Hearing on Zoning Ordinance Amendment

Staff Presentation

Rusnak presented the request of the City of North Liberty for an Ordinance amending Chapter 168 of the North Liberty Code of Ordinances pertaining to residential district dimensional standards. Staff recommends the Planning Commission accept the listed finding; the proposed amendment would achieve consistency with Section 165.09 of the Zoning Code; and forward the request for Ordinance amendment to the City Council with a recommendation for approval.

Public Comments

No public comments were offered.

Questions and Comments

The Commission discussed the application including gratitude for the catch of the error.

Recommendation to the City Council

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

Approval of Previous Minutes

Heisler moved, A'Hearn seconded to approve the minutes of the November 5, 2024, meeting. The vote was all ayes. Minutes approved.

Old Business

Rusnak reported on the construction at the corner of Ranshaw and Penn that has been approved for several years as a multi-unit commercial. Several developments are close to completed.

New Business

Rusnak reported applications have been received for the January meeting.

Adjournment

At 6:48 p.m., A'Hearn moved, Willer seconded to adjourn. The vote was all ayes. Meeting adjourned.

Signed:

Tracey Mulcahey, City Clerk



**Parks & Recreation Commission Meeting Minutes
November 7, 2024, 7:00pm**

Present: Brian Motley, Tim Hamer, Guy Goldsmith, Richard Grugin, , Shannon Greene, Nick Arnold, Gwen Johnson, Donglin Chai

1. Call to Order

2. Approval of Minutes: Motion to approve September 7, 2024 minutes: Johnson; Second: Chai. Approved via unanimous consent.

3. Reports

Parks Report – Guy Goldsmith

- Goldsmith stated the Parks team is getting ready for winter and getting equipment ready.
- Tuckpointing and painting at the Community Center is complete.
- Fall sports are wrapping up seasons.
- Koser Park ballfield backstop is being replaced.
- Fall prairie mowing and general mowing complete. Unable to burn this year due to construction areas.
- Tree removal of dead and dying Ash trees continues.
- Penn Meadows splash pad and restrooms have been winterized, along with fountains and pool.
- Liberty Centre pond project to repair outcropping rocks will begin in month of December and be completed in the spring. The pond depth will be lowered in order to accommodate. Crew will also likely dredge the north end of the pond which is only a few inches deep due to silt and erosion over the past 18 years. Project cost is approximately \$132,000. Arnold asked about the repair to the fountains which need some electrical work and Goldsmith stated that will be done as well. Johnson asked whether the dredging is something that will have to be completed again over time. Goldsmith said that yes, due to natural erosion it will have to be done from time to time.
- Park staff attended recertification for aquatic forest program for applying herbicide and pesticides. City and employees both need to be licensed for this work.
- Iowa DNR released 2000 rainbow trout in Liberty Centre pond on October 25. There has been a lot of fishing since then. Most fish will likely be gone by the time the water level is dropped.
- Ten trees planted from the Trees Please grant the City received. Trees were placed near the Owen Skelley field to provide shade.
- Three Park employees are working to receive commercial drivers license in order to drive large trucks for city work.
- Multiple meetings for Centennial Park project. Foundation is in and metal work is beginning this month. Freedom Park Trail project is in the final design phase and will connect to the City trail system. North Liberty Road trail is in design phase as well and will connect from Penn Meadows Park out past the Dog Park when complete. This will involve creating a median in the area near the Dog Park.
- Staff created a trail crossing on Stone Creek Trail.
- Chai inquired about Centennial Park construction site work and Goldsmith stated that sanitary sewer work is being done for the facility.

Recreation/Pool Report—Brian Motley

- Halloween Moon Walk in October was well attended. Congratulations to Matt Meseck for coordinating.
- Center held pumpkin painting, carving, and a pumpkin float in October.
- Sports leagues are wrapping up for the season, aside from basketball leagues which run through mid-December.
- Supreme basketball, golf leagues sign up is underway.
- Connection Luncheons are growing in popularity. 150 lunches served in October. Space is limited for the lunch so there isn't much room to grow. Averaging 40ish people per lunch. Greene asked whether a second day could be offered to accommodate the growing numbers. Motley stated that is a possibility but not in the budget. More space would be ideal.
- Center is replacing the van with a new one from Junge Automotive.
- Approximately \$15,000 will be spent on new weight room equipment.
- Indoor playground Jeep is being refurbished as it is worn down. Approximately \$9000.
- One air handling unit went out in the Roberts Gym. The gym contains five in total but replacement cost is \$25,000 for each. Arnold asked whether that was a budgeted replacement and Motley stated they have a plan to address issues that arise and can submit a budget amendment.

5. Questions, Concerns, Updates

- Chai asked whether it was possible to upgrade the shampoo and body wash in the locker room showers. Perhaps exploring a partnership with Proctor and Gamble. Staff will look into it.
- Chai asked whether it was possible to add a step in the bathrooms for small children to use to reach the sinks.

6. Community Input / Ideas to Share

- Girl Scout Troop 3743 Juniors presented a proposal to the Board to create a supply station at the Dog Park that would provide dog treats, water, and assorted supplies to users of the park. This is part of their Take Action journey to better the community. The concept is this would be a free supply station similar to a little library, enclosed to keep items out of the elements. It would include a guest book, a space for lost pet posters and event flyers. Johnson thanked the troop for their proposal and asked who would build the station and what it would look like. The Troop stated it would be on a post and off the ground and they would be willing to build and place the station. The Troop would like to build the station over the winter and install in the spring. Grugin stated that staff would likely be willing to assist with the details that would have to be arranged to complete the project. The Board was unanimous this project has merit and should be pursued.

7. Upcoming Events

5. New Business

6. Old Business

7. Next Meeting

- a. Thursday, December 5 at 7:00 p.m.

8. Adjourn Motion: Arnold; Second: Johnson. None opposed.